



**MONROE CITY COUNCIL**  
 Regular Business Meeting  
 Tuesday, September 22, 2020, 7:00 P.M.  
 Zoom Online Meeting Platform

**Mayor**  
 Geoffrey Thomas

**Councilmembers**  
 Ed Davis, Mayor Pro Tem;  
 Patsy Cudaback; Kevin Hanford;  
 Jason Gamble, Jeff Rasmussen;  
 Kirk Scarborough, & 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 20-28.9 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** (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.)*

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](mailto:gpfister@monroewa.gov).

**CONSENT AGENDA**

1. [Approval of the Minutes: August 25, 2020, Regular Business Meeting](#)
2. [Approval of AP Checks and ACH Payments](#)
3. [Approval of Payroll Warrants](#)
4. [AB20-146: Resolution 016-2020, Updating the City of Monroe Sale and Disposal of Real or Personal Surplus Property Policy](#)
5. [AB20-147: Authorize the Mayor to Sign Exclusive Sale Agreement \(Sale of Land\) with Lee & Associates for North Kelsey Real Estate Brokerage Services \(D. Knight\)](#)
6. [AB20-148: Ordinance No.012/2020, An Ordinance of the City of Monroe adopting a Utility Service Suspension – Extended Vacancies policy; Final Adoption \(B. Hasart\)](#)
7. [AB20-149: Coronavirus Relief Funds Contract Amendment \(R. Huebner\)](#)

**UNFINISHED BUSINESS**

1. [AB20-150: EnviroIssues Contract Amendment for Vision 2050 \(D. Knight\)](#)

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



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**NEW BUSINESS**

1. [AB20-151: Confirmation of Housing Action Plan \(HAP\) Stakeholder Advisory Committee \(SAC\) Appointments \(Anita Marrero\)](#)
2. [AB20-152: Ordinance No. 008/2020, Amending MMC 2.60, Emergency Management; First Reading \(B. Feilberg\)](#)

**STAFF/DEPARTMENT REPORTS**

1. [Finance \(B. Hasart\)](#)
2. [Police Department \(J. Jolley\)](#)
3. [Community Human Services Advisory Board \(D. Knight\)](#)

**COUNCILMEMBER REPORTS**

1. [Finance/Human Resources Committee Meeting of September 15, 2020 \(Councilmember Gamble, Chair\)](#)

**MAYOR/ADMINISTRATIVE REPORTS**

1. City Administrator Update (D. Knight)
  - [Extended Agenda](#)
2. Mayor's Update
  - [Monroe This Week \(September 18, 2020, Volume 6, Edition 36\)](#)

**EXECUTIVE SESSION**

1. To discuss property acquisition pursuant to RCW 42.30.110(1)(b)

**ADJOURNMENT** (*majority vote to extend past 10:00 p.m.*)

ACCOMMODATIONS FOR PEOPLE WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.  
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*Ed Davis, Mayor Pro Tem;  
Patsy Cudaback; Kevin Hanford;  
Jason Gamble, Jeff Rasmussen;  
Kirk Scarboro, & Heather Rousey*

## 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<sup>1</sup>, Cudaback, Hanford, Gamble, Rasmussen, Scarboro, and Rousey

Staff present:

Pfister, Knight, Hasart, Swanson, Warthan, Feilberg, Jolley, Farrell, Adams, Huebner, and City Attorney Lell

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Gamble

### ANNOUNCEMENTS/PRESENTATIONS

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

Heather Thomas, Public & Government Affairs Manager, shared a PowerPoint presentation highlighting the following topics:

- COVID-19 response
- COVID-19 cases, snapshot, and reporting
- Key priorities
- Resources for local businesses
- Outreach while social distancing
- Continuing essential work
- Strategic Plan implementation
- Budgets and projections
- Public Health Foundation

Ms. Thomas answered questions from the Council.

2. Proclamation: Overdose Awareness Day (Mayor Thomas)

Mayor Thomas issued a Proclamation recognizing August 31, 2020 as International Overdose Awareness Day.

Rachel Adams, Project Management Consultant, spoke to the Proclamation and commented on awareness of overdose awareness and reducing the stigma of drug-related deaths.

3. Proclamation: Labor Day (Mayor Thomas)

Mayor Thomas issued a Proclamation recognizing September 7, 2020 as Labor Day.

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<sup>1</sup> Councilmember Davis joined the meeting at 7:02 p.m.



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## 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.

## CONSENT AGENDA

1. Approval of the Minutes: July 28, 2020, Regular Business Meeting
2. Approval of the Minutes: August 4, 2020, Regular Study Session
3. Approval of AP Checks and ACH Payments
4. AB20-126: Authorize the Mayor to Execute Addendum No. 1 to the Interlocal Agency Agreement with the City of Sultan and the City of Lake Stevens for the Municipal Court Assessment (D. Knight)
5. AB20-127: Ordinance 010/2020, Amending 2020 Budget, Final Reading (B. Hasart)
6. AB20-128: Ordinance 011/2020, Amending Chapter 9.25.040 MMC, Violation of Order, Stay out of Drug Areas (SODA), Final Reading (J. Jolley)
7. AB20-129: Community Human Services Advisory Board (CHSAB) Appointment Corrections (R. Adams/R. Huebner)
8. AB20-130: ISO Source Agreement for Exchange to Microsoft Office 365 Upgrade and Date Migration to SharePoint Online (B. Warthan)
9. AB20-131: 2021 Updated Budget Development Calendar (B. Hasart)
10. AB20-132: FCS Group Planning Fee Cost of Service Study (B. Swanson)

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

## NEW BUSINESS

1. AB20-133: IT Assessment (B. Warthan)

Ben Warthan, Human Resources/IT Director, provided background information on AB20-137; and shared a PowerPoint presentation highlighting the following topics:

- Phases of project
- Planning
- Technology assessment
- Cloud strategy
- Cybersecurity and disaster recovery policy/procedures
- Budget
- Project timelines
- Project costs

Discussion ensued related to the following topics: position recommendations versus current needs; budget, work from home scenarios; recruiting, and retention.

2. AB20-134: Resolution No. 014/2020: Authorizing an Interfund loan between Fund 307 (borrower) and Fund 520 (lender) (B. Hasart)

Becky Hasart, Finance Director/City Clerk, provided background information on AB20-134; explained why the borrowing fund needs money, reviewed the lending fund resources; noted the payment schedule; and noted the interest rate associated with the loan.



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Councilmember Cudaback requested an interest dollar figure at. Ms. Hasart will report back.

Councilmember Cudaback moved to approve Resolution No. 014/2020, a Resolution of the City Council of the City of Monroe Authorizing an Interfund Loan from Fund 520 Equipment and Fleet Management to Fund 307 Capital Improvements. The motion was seconded by Councilmember Gamble. On vote, motion carried 7-0

3. AB20-135: Resolution No. 015/2020: Suspend Collection of Capital Contributions from Comcast (B. Feilberg)

Brad Feilberg, Director of Public Works, provided background information on AB20-135; reviewed dollars collected since 2012; and explained the capital equipment purchase guidelines.

Discussion ensued related to Channel 21

Councilmember Hanford moved to adopt Resolution No. 015/2020 suspending the collection of Capital Contributions by Comcast, more commonly known as PEG fees. The motion was seconded by Councilmember Davis. On vote, motion carried 7-0

4. AB20-136: Continuation of Emergency Executive Orders (COVID-19) 2020-001 and 2020-003 (B. Feilberg)

Mr. Feilberg reviewed background information on AB20-136; and detailed the financial implications of the executive orders. Ms. Hasart answered additional fiscal impact questions from Council.

Discussion ensued related to the following topics: utilization of phone payments; online payments; processing fees; self-serve phone options; and staff time.

EEO 2020-001: there was no objection from the Council to continue with the emergency order. This item will be brought back later in the year to eliminate telephone payment fees from the city fee schedule.

EEO 2020-003: there was no objection from the Council to continue with the emergency order, and to reassess once Governor Inslee's Proclamation 20-23.7 has been lifted.

5. AB20-137: Finance Department Temporary Help (B. Hasart)

Ms. Hasart provided background information on AB20-137; explained COVID-19 work plan impacts; and current Finance Department needs.

Discussion ensued related to potential use of CARES Act funds.

Councilmember Cudaback moved to authorize temporary help for the finance department for an amount not to exceed \$23,000 for 2020. The motion was seconded by Councilmember Rousey. On vote, motion carried 7-0

### STAFF/DEPARTMENT REPORTS

1. Community Development (B. Swanson)



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Ben Swanson, Director of Community Development, noted the report included in the agenda materials; and reviewed the annexation areas, current state, and next steps.

Discussion ensued related to the following topics: urban growth area; no protest agreements, resident initiated requests; and postcard notifications.

### 2. Finance (B. Hasart)

Ms. Hasart noted the report included in the agenda materials; and highlighted the following topics:

- Status of revenue vs. expenditures
- Current audit update
- Interest rates
- Investment portfolio
- Police staffing budget

### 3. Community Human Services Advisory Board (CHSAB) (D. Knight)

Deborah Knight, City Administrator, noted the report included in the agenda materials; and highlighted the following topics:

- First meeting of the CHSAB
- CHSAB work plan
- Technical Advisory Committee (TAC) recommendations
- Hispanic Heritage Month
- Face covering distribution

## COUNCILMEMBER REPORTS

### 1. Finance/Human Resources Committee Meeting of August 18, 2020 (Councilmember Gamble, Chair)

Councilmember Gamble provided a recap of the most recent Finance/Human Resources Committee meeting.

At Councilmember Scarboro's request, Ms. Knight provided updates on: Oakes Street; Chain Lake Road right-of-way acquisitions; and small business relief grants.

At Councilmember Rasmussen's request, Mr. Swanson provided an update on outdoor dining permits. Mayor Thomas asked staff to create a social media reminder of the program. This item will come back to Council for discussion at an upcoming meeting.

Councilmember Hanford reported that he will not be available for the September 8, 2020 Council meeting.

## MAYOR/ADMINISTRATIVE REPORTS

### 1. City Administrator Update (D. Knight)

Ms. Knight reviewed the extended agenda; and reported on the following topics:

- Distribution of CARES Act grants
- Face covering distribution



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- Business survey
- Upcoming meeting with the Hispanic community at St. Mary's of the Valley

Councilmember Gamble requested a Proclamation be added to the extended agenda for Hydrocephalus Awareness Month in September.

## 2. Mayor's Update

Mayor Thomas noted the recent edition of Monroe This Week (MTW) included in the agenda materials; and reported on the following topics:

- Quarterly meetings with Councilmembers
- Judge Ness' article in MTW
- The recent Flags 4 Fallen Virtual 5K event

## EXECUTIVE SESSION

1. To Discuss the Pricing of Property Pursuant to RCW 42.30.110(1)(c)

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

The council will now recess to executive session to discuss property pricing pursuant to RCW 42.30.110(1)(c) for 10 minutes. 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 Councilmembers. I will notify the Deputy City Clerk if the executive session has been extended; and she will notify attendees in the publicly accessible Zoom meeting. Action, including but not necessarily limited to adjournment of the regular Council meeting, will take place in the open Zoom session following the executive session.

The meeting recessed to executive session at 9:19 p.m. for 10 minutes.

At 9:29 p.m. the executive session was extended to 9:35 p.m.

The executive session ended at 9:34 p.m.

The meeting reconvened to regular session at 7:46 p.m.

## ADJOURNMENT

Mayor Thomas noted that the Council will be holding a Closed Session immediately following adjournment to discuss collective bargaining pursuant to RCW 42.30.140(4)(b).

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

MEETING ADJOURNED: 9:38 p.m.

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Geoffrey Thomas, Mayor

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Gina Pfister, Deputy City Clerk

**ROUTING SLIP - CHECK APPROVAL**

9/22/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

			<u>Check Numbers</u>
Date:	<u>9/11/2020</u>	\$ 89,602.58	91532-91541
	<u>9/14/2020</u>	\$ 1,810.82	91542-91551
Date:	<u>9/18/2020</u>	\$ 227,417.07	91552-91578

**Check Total:** 318,830.47

Date:	<u>9/11/2020</u>	\$ 134,209.10	ACH
Date:	<u>9/16/2020</u>	\$ 141,933.64	ACH
Date:	<u>9/16/2020</u>	\$ 927.03	ACH

**Electronic Total:** 277,069.77

**Total Claims This Period:** 595,900.24

**Committed Checks Voided**

<u>Check #</u>	<u>Check \$</u>
90956	(\$23.28)
90765	(\$8.42)

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*Finance Director*

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*City Councilperson*

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
*City Councilperson*

# Bank Reconciliation

## Outstanding Transactions

User: Becky  
 Printed: 09/16/2020 - 5:06PM



Check/Tran Date	Check Number	Name	Comment	Amount
KEY	Key Bank of WA			
Checking	City of Monroe Checking Acct.	479681168973		
09/11/2020	91532	Department of Retirement Services		-6,494.55
09/11/2020	91533	FCS Financial Consulting Solution		-1,217.50
09/11/2020	91534	Geo-Test Services, Inc		-11,458.60
09/11/2020	91535	Kestrel Ridge LLC		-413.75
09/11/2020	91536	Land Development Consultants, In		-10,248.80
09/11/2020	91537	Monroe School District		-27,692.00
09/11/2020	91538	PH Consulting LLC		-7,219.20
09/11/2020	91539	Snohomish County Sheriff Correct		-19,538.90
09/11/2020	91540	Snohomish County Sheriff's Office		-2,630.15
09/11/2020	91541	United States Postal Service USPS		-2,689.13
09/14/2020	91542	Bradley & Miranda Bartos		-0.49
09/14/2020	91543	Edward & Susan Crow		-4.27
09/14/2020	91544	Elizabeth Frohning		-151.06
09/14/2020	91545	Ashley McCoy		-145.00
09/14/2020	91546	Alan Michael		-772.68
09/14/2020	91547	Roopesh & Khallie Jo Narsi		-220.04
09/14/2020	91548	Susan Nicholas		-37.42
09/14/2020	91549	Gordon & Spencer Paulson		-200.05
09/14/2020	91550	Steven & Veronica Rood		-212.94
09/14/2020	91551	Kristina Rudeen		-66.87
09/18/2020	91552	AAA Monroe Rock Corp.		-696.88
09/18/2020	91553	Jesse Acosta		-109.86
09/18/2020	91554	Advantage Building Services		-3,571.66
09/18/2020	91555	All Battery Sales & Service		-156.74
09/18/2020	91556	Cadman Inc.		-115,093.44
09/18/2020	91557	City of Monroe		-12,282.48
09/18/2020	91558	Daily Journal of Commerce Inc		-365.40
09/18/2020	91559	DataQuest LLC		-50.00
09/18/2020	91560	Department of Corrections		-128.46
09/18/2020	91561	Department of Transportation		-155.90
09/18/2020	91562	Elite Lock & Safe		-21.31
09/18/2020	91563	Fire Protection Inc.		-650.34
09/18/2020	91564	Fluid Conservation Systems Inc		-1,217.50
09/18/2020	91565	Christopher Leif Griffen		-3,600.00
09/18/2020	91566	Land Development Consultants, In		-303.45
09/18/2020	91567	Monroe Laundry, Co, Inc.		-123.46
09/18/2020	91568	OSW Equipment & Repair, LLC		-500.67
09/18/2020	91569	Allison Prohn		-274.50
09/18/2020	91570	SNOPAC911		-26,528.87
09/18/2020	91571	Sprague Pest Solutions Inc		-92.91
09/18/2020	91572	Jeannette Susor		-23.98
09/18/2020	91573	Systems for Public Safety Inc		-41,871.54
09/18/2020	91574	Truax Patient Services		-900.00
09/18/2020	91575	US Bank NA-Custody Treasury Di		-172.00
09/18/2020	91576	Neil Weiss		-50.00
09/18/2020	91577	West Coast Code Consultants, Inc.		-17,395.72

Check/Tran Date	Check Number	Name	Comment	Amount
09/18/2020	91578	YMCA of Snohomish County		-1,080.00
			Outstanding Checks:47 Items	-318,830.47

# Bank Reconciliation

## Checks by Date

User: Becky  
 Printed: 09/16/2020 - 5:07PM  
 Cleared and Not Cleared Checks

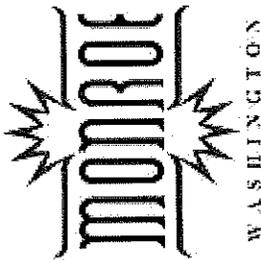


Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/11/2020	Rachel Adams		AP	9/11/2020	4,000.00
0	9/11/2020	AFTS		AP	9/11/2020	3,844.77
0	9/11/2020	Associated Petroleum Products Inc		AP	9/11/2020	4,126.60
0	9/11/2020	City of Everett		AP	9/11/2020	1,005.00
0	9/11/2020	Code Publishing Company		AP	9/11/2020	661.98
0	9/11/2020	Contract Land Staff LLC		AP	9/11/2020	2,306.75
0	9/11/2020	Enviroissues Inc		AP	9/11/2020	534.83
0	9/11/2020	Granich Engineered Products Inc		AP	9/11/2020	8,569.11
0	9/11/2020	H.B. Jaeger Company LLC		AP	9/11/2020	5,560.49
0	9/11/2020	ISOOutsource		AP	9/11/2020	4,071.42
0	9/11/2020	Kennedy/Jenks Consultants, Inc		AP	9/11/2020	75,265.64
0	9/11/2020	Lakeside Industries Inc		AP	9/11/2020	621.61
0	9/11/2020	Monroe Community Senior Center		AP	9/11/2020	3,750.00
0	9/11/2020	San Diego Police Equipment Co Inc		AP	9/11/2020	1,548.94
0	9/11/2020	S360 Strategies 360, Inc		AP	9/11/2020	4,000.00
0	9/11/2020	Utilities Underground Location Center		AP	9/11/2020	288.96
0	9/11/2020	Washington State Patrol		AP	9/11/2020	53.00
0	9/11/2020	Zachor & Thomas Inc. P.S.		AP	9/11/2020	14,000.00
0	9/16/2020	Ogden Murphy Wallace PLLC		AP	9/16/2020	23,586.30
0	9/16/2020	Enviroissues Inc		AP	9/16/2020	927.03
0	9/16/2020	Lakeside Industries Inc		AP	9/16/2020	118,273.61
0	9/16/2020	NI Government Services Inc		AP	9/16/2020	73.73
Total Check Count:						22
Total Check Amount:						277,069.77

# Bank Reconciliation

## Disbursement Detail

User: Becky  
 Printed: 09/16/2020 - 5:12PM  
 Date Range: 09/11/2020 - 09/18/2020  
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0 09/11/2020		City of Everett	PSR	1,005.00
0 09/11/2020		Code Publishing Company	Annual Web Fees Sept 2020 - 2021	661.98
0 09/11/2020		Enviroissues Inc	Homelessness Comm. and Outreach August 2020 - Enviroissu	534.83
0 09/16/2020		Enviroissues Inc	Homelessness Comm. Plan & Outreach June 1- June 30 2020	927.03
0 09/11/2020		Monroe Community Senior Center	Senior Transportation Plan	3,750.00
0 09/16/2020		NI Government Services Inc	satellite phone	18.43
0 09/16/2020		Ogden Murphy Wallace PLLC	Services rendered August 2020	23,586.30
0 09/11/2020		San Diego Police Equipment Co Inc	Ammunition 45 ACP	1,548.94
0 09/11/2020		Zachor & Thomas Inc. P.S.	Service 2020 - Zachor	14,000.00
0 09/11/2020		Rachel Adams	Professional Services - August 2020 Rachel Adams	4,000.00
0 09/11/2020		S360 Strategies 360, Inc	Professional services August 2020 - Strategies 360	4,000.00
91532 09/11/2020		Department of Retirement Services	Employer portion - Geoffrey Thomas	6,494.55
91533 09/11/2020		FCS Financial Consulting Solutions Gro	FDE Study	1,217.50
91536 09/11/2020		Land Development Consultants, Inc.	Annexation	10,248.80
91539 09/11/2020		Snohomish County Sheriff Corrections	E Jail services fees - July 2020	19,538.90
91540 09/11/2020		Snohomish County Sheriff's Office	Medical billing - July 2020	2,630.15
91541 09/11/2020		United States Postal Service USPS-Hasle	Postage replenishment	2,271.18
91553 09/18/2020		Jesse Acosta	Interpreting Services 8/31/20 - Jesse Acosta	109.86
91559 09/18/2020		DataQuest LLC	Pre employment Background	50.00
91564 09/18/2020		Fluid Conservation Systems Inc	Services for 8/21/20 - Cost of Services Study	1,217.50
91565 09/18/2020		Christopher Leif Griffen	Public Defense Services Aug 2020 - Griffen Law Office	3,600.00
91566 09/18/2020		Land Development Consultants, Inc.	Annex	303.45
91567 09/18/2020		Monroe Laundry, Co, Inc.	Laundry services Covid 19- June 2020	123.46
91569 09/18/2020		Allison Prohn	Evidence Processing - Allison Prohn 9/27 - 9/29	274.50
91570 09/18/2020		SNOPAC911	Managed Laptop	26,528.87
91574 09/18/2020		Truax Patient Services	Narcan purchase	900.00
91575 09/18/2020		US Bank NA-Custody Treasury Div-Mo	custody charges-monthly maint	172.00
91576 09/18/2020		Neil Weiss	Pro Tem Services 8/28/20 - Neil Weiss	50.00
91577 09/18/2020		West Coast Code Consultants, Inc.	July - Inspections	17,395.72
91578 09/18/2020		YMCA of Snohomish County	City Memberships - August 2020	1,080.00

148,238.95

Total for Fund:001 General Fund

# Bank Reconciliation

## Disbursement Detail

User: Becky  
 Printed: 09/16/2020 - 5:12PM  
 Date Range: 09/11/2020 - 09/18/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 008 Donation Fund				
91572	09/18/2020	Jeanette Susor	Food bank supplies - Jeanette Susor	23.98
Total for Fund:008 Donation Fund				23.98
Fund: 105 Streets				
	09/11/2020	Lakeside Industries Inc	Class Mod B Asphalt	621.61
91560	09/18/2020	Department of Corrections	Street Dept. Fliers	128.46
91561	09/18/2020	Department of Transportation	Signal Maintenance July 2020	155.90
Total for Fund:105 Streets				905.97
Fund: 307 Capital Improvements CIP				
91541	09/11/2020	United States Postal Service	USPS-Hasle Postage replenishment	8.40
Total for Fund:307 Capital Improvements CIP				8.40
Fund: 318 Streets CIP Fund				
	09/11/2020	Contract Land Staff LLC	Oak St Improvements - Tjerne Phase 3	2,306.75
	09/16/2020	Lakeside Industries Inc	2020 Rd Maint/Lakeside Industries	118,218.89
91534	09/11/2020	Geo-Test Services, Inc	2020 Annual Rd Maintenance	7,960.00
91538	09/11/2020	PH Consulting LLC	Quiet Zone Feasibility Study	7,219.20
91556	09/18/2020	Cadman Inc.	154th St Overlay	115,093.44
91557	09/18/2020	City of Monroe	Retainage Lakeside - 2020 Rd Maintenance	12,279.60
91558	09/18/2020	Daily Journal of Commerce Inc	147th St Signal Ad	365.40
Total for Fund:318 Streets CIP Fund				263,443.28
Fund: 411 Water Maintenance & Operations				
	09/11/2020	AFTS	Postage - Utilities	1,785.01
	09/11/2020	H.B. Jaeger Company LLC	Supplies	5,560.49
	09/16/2020	NI Government Services Inc	satellite phone	18.43
	09/11/2020	Utilities Underground Location Center	locates	288.96
91541	09/11/2020	United States Postal Service	USPS-Hasle Postage replenishment	269.35
91542	09/14/2020	Bradley & Miranda Bartos	Refund Check	0.49
91543	09/14/2020	Edward & Susan Crow	Refund Check	4.27

# Bank Reconciliation

## Disbursement Detail

User: Becky  
 Printed: 09/16/2020 - 5:12PM  
 Date Range: 09/11/2020 - 09/18/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
91544	09/14/2020	Elizabeth Frohning	Check not cashed- re-issued UB Elizabeth Frohning	26.43
91545	09/14/2020	Ashley McCoy	Refund Check	54.13
91546	09/14/2020	Alan Michael	UB refund sent to ten. s/B owner - Alan Michael	147.09
91547	09/14/2020	Roopesh & Khallie Jo Narsi	Refund Check	105.97
91548	09/14/2020	Susan Nicholas	Refund Check	37.42
91549	09/14/2020	Gordon & Spencer Paulson	Refund Check	32.71
91550	09/14/2020	Steven & Veronica Rood	Refund Check	47.89
91551	09/14/2020	Kristina Rudeen	Refund Check	43.87
Total for Fund:411 Water Maintenance & Operations				8,422.51
Fund: 412 Water Capital Projects				
0	09/16/2020	Lakeside Industries Inc	2020 Rd Maint/Lakeside Industries	54.72
91534	09/11/2020	Geo-Test Services, Inc	2020 Annual Rd Maintenance	3,498.60
91557	09/18/2020	City of Monroe	Retainage Lakeside - 2020 Rd Maintenance	2.88
Total for Fund:412 Water Capital Projects				3,556.20
Fund: 421 Sewer Maintenance & Operations				
0	09/11/2020	AFTS	Postage - Utilities	1,029.73
0	09/11/2020	Granich Engineered Products Inc	Pump Parts	449.49
0	09/16/2020	NI Government Services Inc	satellite phone	18.44
91541	09/11/2020	United States Postal Service USPS-Hasle	Postage replenishment	79.00
91544	09/14/2020	Elizabeth Frohning	Check not cashed- re-issued UB Elizabeth Frohning	110.79
91545	09/14/2020	Ashley McCoy	Refund Check	79.03
91546	09/14/2020	Alan Michael	UB refund sent to ten. s/B owner - Alan Michael	544.07
91547	09/14/2020	Roopesh & Khallie Jo Narsi	Refund Check	99.21
91549	09/14/2020	Gordon & Spencer Paulson	Refund Check	145.53
91550	09/14/2020	Steven & Veronica Rood	Refund Check	143.53
91551	09/14/2020	Kristina Rudeen	Refund Check	20.00
Total for Fund:421 Sewer Maintenance & Operations				2,718.82

# Bank Reconciliation

## Disbursement Detail

User: Becky  
 Printed: 09/16/2020 - 5:12PM  
 Date Range: 09/11/2020 - 09/18/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 422 Sewer Capital Projects				
0	09/11/2020	Kennedy/Jenks Consultants, Inc	WWTP CIP 1 - Design	75,265.64
Total for Fund:422 Sewer Capital Projects				75,265.64
Fund: 431 Stormwater Maint & Operations				
0	09/11/2020	AFTS	Postage - Utilities	1,030.03
0	09/16/2020	NI Government Services Inc	satellite phone	18.43
91541	09/11/2020	United States Postal Service	Postage replenishment	61.20
91544	09/14/2020	Elizabeth Frohning	Check not cashed- re-issued UB Elizabeth Frohning	13.84
91545	09/14/2020	Ashley McCoy	Refund Check	11.84
91546	09/14/2020	Alan Michael	UB refund sent to ten. s/B owner - Alan Michael	81.52
91547	09/14/2020	Roopesh & Khalil Jo Narsi	Refund Check	14.86
91549	09/14/2020	Gordon & Spencer Paulson	Refund Check	21.81
91550	09/14/2020	Steven & Veronica Rood	Refund Check	21.52
91551	09/14/2020	Kristina Rudeen	Refund Check	3.00
91552	09/18/2020	AAA Monroe Rock Corp.	87.11 yds fill	696.88
Total for Fund:431 Stormwater Maint & Operations				1,974.93
Fund: 510 Information & Tech Services				
0	09/11/2020	ISOutsource	Billable Services - 8/17/20 - 8/31/20	4,071.42
Total for Fund:510 Information & Tech Services				4,071.42
Fund: 520 Equipment & Fleet Management				
0	09/11/2020	Associated Petroleum Products Inc	Police vehicle fuel - Bldg H (debit memo)	4,126.60
91555	09/18/2020	All Battery Sales & Service	Brake Clean	156.74
91568	09/18/2020	OSW Equipment & Repair, LLC	Boss Service kit	500.67
91573	09/18/2020	Systems for Public Safety Inc	New Vehicle Uplifting	41,871.54
Total for Fund:520 Equipment & Fleet Management				46,655.55
Fund: 530 Facilities Management				
0	09/11/2020	Granich Engineered Products Inc	Sawyer St. Pump	8,119.62
91554	09/18/2020	Advantage Building Services	Cleaning services for Aug 2020	3,571.66

# Bank Reconciliation

## Disbursement Detail

User: Becky  
 Printed: 09/16/2020 - 5:12PM  
 Date Range: 09/11/2020 - 09/18/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
91562	09/18/2020	Elite Lock & Safe	Eyelet for pin, and key cut	21.31
91563	09/18/2020	Fire Protection Inc.	Service Call	650.34
91571	09/18/2020	Sprague Pest Solutions Inc	Pest Control Aug 2020	92.91
Total for Fund:530 Facilities Management				12,455.84
Fund: 631 Agency Fund				
0	09/11/2020	Washington State Patrol	Fingerprinting	53.00
91535	09/11/2020	Kestrel Ridge LLC	Refund Consultant Review - Kestrel Ridge	413.75
Total for Fund:631 Agency Fund				466.75
Fund: 636 School Mitigation Fees				
91537	09/11/2020	Monroe School District	Mitigation fees August 12 - Aug 25th	27,692.00
Total for Fund:636 School Mitigation Fees				27,692.00
Grand Total				595,900.24

**PAYROLL WARRANT APPROVAL**

**MONTH OF PAYROLL:** 8/1/2020

*The following checks are approved for payment:*

**Date of Issue:** 9/4/2020

**Voided**

**Check #'s From:** 36363 **To:** 36383

**Direct Deposit** \$587,550.99  
**ACH AP Payments** \$199,809.99

**Total Monthly Payroll** \$1,326,026.78

**H S A Funding:** \$0.00

**WARRANT APPROVAL:**

*I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of* \$1,326,026.78 *on* 9/4/2020

**Signed:** \_\_\_\_\_  
Mayor or Designee

**Dated:** \_\_\_\_\_

# Bank Reconciliation

## Checks by Date

User: Cheri  
 Printed: 09/08/2020 - 9:26AM  
 Cleared and Not Cleared Checks



*originally*  
*CAH*

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
36362	8/11/2020	Megan Darrow	<i>closed acct - had to issue</i>	AP	<i>Manual ✓ = MM D/P</i>	2,482.18
36363	8/14/2020	JACOB ERIKS		PR		298.89
36364	8/14/2020	WILLIAM HATCH		PR		535.90
36365	8/14/2020	MAXIMILIAN MICHEL		PR		3,775.42
36366	8/14/2020	BRADEY PETTIT		PR		1,451.88
36367	8/21/2020	MEGAN DARROW		PR		2,495.37
36368	8/21/2020	Dept of Retirement DCP		AP		3,933.78
36369	9/4/2020	MEGAN DARROW		PR		2,482.18
36370	9/4/2020	DEVIN TUCKER		PR		6,106.62
36371	9/4/2020	AWC Employee Benefit Trust		AP		30,793.92
36372	9/4/2020	Department of Labor & Industries		AP		18,129.66
36373	9/4/2020	Department of Retirement		AP		169,446.08
36374	9/4/2020	Dept of Retirement DCP		AP		27,471.58
36375	9/4/2020	Paid Family & Medical Leave Employn		AP		2,183.81
36376	9/4/2020	HRA VEBA Trust		AP		6,532.82
36377	9/4/2020	LegalShield		AP		46.40
36378	9/4/2020	Northwest Plus Credit Union		AP		530.00
36379	9/4/2020	Tax Service		AP		236,265.39
36380	9/4/2020	Teamsters Local 763		AP		5,554.00
36381	9/4/2020	Western Conference of Teamsters Pensi		AP		19,058.16
36382	9/4/2020	United Way		AP		65.00
36383	9/4/2020	WA State Support Registry		AP		1,508.94
Total Check Count:						22
Total Check Amount:						541,147.98

# Payroll

## ACH Check Register

User: 'Stephanie'  
Printed: 08/11/2020 - 9:47AM  
Batch: 227-8-2020  
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
08/11/2020	0	HACKJ	JESSE HACKMANN	510.55
Total Employees:			1	Total: 510.55

# Payroll

## ACH Check Register

User: 'Stephanie'  
 Printed: 08/17/2020 - 12:10PM  
 Batch: 221-8-2020  
 Include Partial: FALSE

*mm do*



Check Date	Check Number	Employee No	Employee Name	Amount
08/21/2020	0	BELTM	MICHAEL BELTZ	2,088.21
08/21/2020	0	BIELJ	JASON BIELL	1,768.65
08/21/2020	0	BOMAR	RICK BOMAR	2,045.65
08/21/2020	0	CRISS	STACY CRISWELL	3,449.26
08/21/2020	0	DARRK	KATHERINE DARROW	2,100.22
08/21/2020	0	DONOA	ARNOLD DONOVAN	1,862.79
08/21/2020	0	FARRM	MICHAEL FARRELL	3,875.85
08/21/2020	0	FEILB	BRADLEY FEILBERG	4,285.57
08/21/2020	0	FOGHK	KIMBERLY FOGH	1,906.98
08/21/2020	0	GEROB	BRANDT GEROW	2,172.96
08/21/2020	0	HANKR	ROBERT HANKS	1,979.93
08/21/2020	0	HANKT	TREVOR HANKINSON	1,913.55
08/21/2020	0	HARMD	DARRELL HARMON	1,498.95
08/21/2020	0	HARVD	DUSTIN HARVIE	2,538.44
08/21/2020	0	HAVEM	MACY HAVERLY	2,586.21
08/21/2020	0	HUEBR	RICHARD HUEBNER	2,435.63
08/21/2020	0	HURSC	CHERI HURST	1,708.93
08/21/2020	0	JOHND2	DENISE JOHNS	2,806.21
08/21/2020	0	JOLLJ	JEFFREY JOLLEY	4,396.68
08/21/2020	0	KNIGD	DEBORAH KNIGHT	4,710.00
08/21/2020	0	LONGS	SHANE LONG SCOTT	2,319.36
08/21/2020	0	LUNDS	SPENCER LUNDSTROM	1,658.23
08/21/2020	0	MARRA	ANITA MARRERO	2,807.00
08/21/2020	0	MICHN	NATALIE MICHEL	2,378.42
08/21/2020	0	MUNGT	TRAVIS MUNGUA	1,948.65
08/21/2020	0	NELSA	ALEXANDER NELSON	2,654.40
08/21/2020	0	PESTD	DANIEL PESTANA	2,206.91
08/21/2020	0	PFISG	GINA PFISTER	2,119.24
08/21/2020	0	PROHA	ALLISON PROHN	1,869.87
08/21/2020	0	REEVT	TYLER REEVES	2,123.86
08/21/2020	0	RESTD	SHANA RESTALL	3,148.63
08/21/2020	0	SANDM	MONICA SANDOVAL	2,243.02
08/21/2020	0	STICA	ALESHA STICKLES	1,740.40
08/21/2020	0	STICK	KENNETH STICKLES	2,063.90
08/21/2020	0	SWANB2	BEN SWANSON	4,075.01
08/21/2020	0	THAYV	VICKI THAYER	1,751.45
08/21/2020	0	THOMA	ALEX THOMAS	2,258.38
08/21/2020	0	THOMAN	ANDREW THOMAS	2,378.68
08/21/2020	0	TIDWA	ALYSSA TIDWELL	727.29
08/21/2020	0	ULBRN	NICHOLAS ULBRICKSON	1,994.13
08/21/2020	0	WARTB	BENJAMIN WARTHAN	4,213.33

Total Employees:

41

Total:

100,810.83

# Payroll

## ACH Check Register

User: 'Stephanie'  
Printed: 09/02/2020 - 10:56AM  
Batch: 297-9-2020  
Include Partial: FALSE



Check Date	Check Number	Employee No	Employee Name	Amount
09/04/2020	0	ACRER	RENEE ACREE	3,930.00
09/04/2020	0	AGUDJ	JOSE AGUDELO	5,588.11
09/04/2020	0	AMBEA	AARON AMBERSON	4,446.41
09/04/2020	0	ANDEJ	JAMES ANDERSON	4,795.80
09/04/2020	0	AXTMJ	JOHN AXTMAN	3,788.54
09/04/2020	0	BARRL	LEIGH ANNE BARR	3,868.54
09/04/2020	0	BARRS	SCOTT BARR	4,221.34
09/04/2020	0	BELTM	MICHAEL BELTZ	1,915.56
09/04/2020	0	BERTV	VINCENT BERTRAND	4,608.10
09/04/2020	0	BIELJ	JASON BIELL	1,596.01
09/04/2020	0	BLOCT	TRAVIS BLOCK	10,399.52
09/04/2020	0	BOLLC	CASEY BOLLINGER	5,115.85
09/04/2020	0	BOMAR	RICK BOMAR	1,982.98
09/04/2020	0	BRIGA	AMY BRIGHT	4,289.84
09/04/2020	0	BULLW	WAYNE BULL JR	68.71
09/04/2020	0	CARSJA	JAKE CARSWELL	5,872.87
09/04/2020	0	CHRIJ	JOHN CHRISTIAN	5,135.94
09/04/2020	0	CRISS	STACY CRISWELL	3,288.04
09/04/2020	0	CUDAP	PATRICIA CUDABACK	534.88
09/04/2020	0	DARRK	KATHERINE DARROW	1,968.55
09/04/2020	0	DAVIE	EDWIN DAVIS	734.88
09/04/2020	0	DAVIJ	JAMES DAVIS	4,281.72
09/04/2020	0	DAVIT	THERESA DAVIS	3,427.19
09/04/2020	0	DELIJ2	JEREMY DELINE	979.36
09/04/2020	0	DONOA	ARNOLD DONOVAN	1,699.74
09/04/2020	0	ERDMN	NATHAN ERDMANN	6,044.57
09/04/2020	0	ERIKJ	JACOB ERIKS	5,000.23
09/04/2020	0	ESCAG	GABRIELA ESCALANTE	3,937.32
09/04/2020	0	FARRM	MICHAEL FARRELL	3,875.85
09/04/2020	0	FEILB	BRADLEY FEILBERG	4,248.01
09/04/2020	0	FOGHK	KIMBERLY FOGH	1,780.10
09/04/2020	0	FOSSC	CORY FOSS	4,875.89
09/04/2020	0	FREIT	TIMOTHY FREIL	780.72
09/04/2020	0	FULLC	CHARLES FULLER	5,482.87
09/04/2020	0	GAMBJ	JASON GAMBLE	686.55
09/04/2020	0	GARDJ	JAMES GARDNER	5,779.06
09/04/2020	0	GATHT	THOMAS GATHMANN	4,198.31
09/04/2020	0	GEROB	BRANDT GEROW	1,978.58
09/04/2020	0	GUIOJ	JAMMI GUION	4,387.95
09/04/2020	0	HACKJ	JESSE HACKMANN	4,901.41
09/04/2020	0	HALEP	PAMELA HALEY	6,096.65
09/04/2020	0	HANFK	KEVIN HANFORD	734.88
09/04/2020	0	HANKR	ROBERT HANKS	1,840.33
09/04/2020	0	HANKT	TREVOR HANKINSON	1,708.71
09/04/2020	0	HARMD	DARRELL HARMON	1,257.31
09/04/2020	0	HARVD	DUSTIN HARVIE	2,249.08
09/04/2020	0	HASAR	RABECA HASART	8,047.36

Check Date	Check Number	Employee No	Employee Name	Amount
09/04/2020	0	SCARK	KIRK SCARBORO	598.63
09/04/2020	0	SHAWK	KIM SHAW	4,793.45
09/04/2020	0	SHEPD	DONOVAN SHEPPARD	5,482.23
09/04/2020	0	SIMOS	SHERRI SIMONSON	5,538.80
09/04/2020	0	SOUTJ	JASON SOUTHARD	6,929.18
09/04/2020	0	SPRIJ	JUSTIN SPRINGER	5,328.56
09/04/2020	0	STAMD	DARRYL STAMEY	5,925.97
09/04/2020	0	STICA	ALESHA STICKLES	1,614.73
09/04/2020	0	STICK	KENNETH STICKLES	2,063.90
09/04/2020	0	SWANB2	BEN SWANSON	4,075.01
09/04/2020	0	THAYV	VICKI THAYER	1,612.78
09/04/2020	0	THOMA	ALEX THOMAS	2,148.38
09/04/2020	0	THOMAN	ANDREW THOMAS	2,060.31
09/04/2020	0	THOMG	GEOFFREY THOMAS	2,676.01
09/04/2020	0	THOMM	MICHAEL THOMAS	4,428.75
09/04/2020	0	TOY CJ	JACOB TOYCEN	3,994.96
09/04/2020	0	TUOMM	MICHAEL TUOMISTO	5,285.03
09/04/2020	0	TUTTB	BRIDGETTE TUTTLE	68.71
09/04/2020	0	ULBRN	NICHOLAS ULBRICKSON	1,867.26
09/04/2020	0	VANES	SHAUN VAN EATON	4,995.72
09/04/2020	0	WALKT	TIMOTHY WALKER	6,069.48
09/04/2020	0	WARTB	BENJAMIN WARTHAN	4,107.80
09/04/2020	0	WATKG	GARY WATKINS	4,660.04
09/04/2020	0	WILLD	DEBRA WILLIS	7,134.57
09/04/2020	0	WOOLJ	JAMIE WOOLWORTH	3,206.88
		Total Employees:	129	Total: 480,415.91

# Payroll

## ACH Check Register

User: 'Cheri'  
Printed: 09/03/2020 - 12:01PM  
Batch: 2297-9-2020  
Include Partial: FALSE

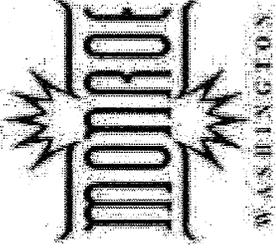


Check Date	Check Number	Employee No	Employee Name	Amount
09/04/2020	0	CLOPG	GARY CLOPP	5,813.70
		Total Employees:	1	Total: 5,813.70

# Clearing House

## Electronic AP Proof List

User: Cheri  
 Printed: 08/18/2020 - 10:40AM



*MM P/R*

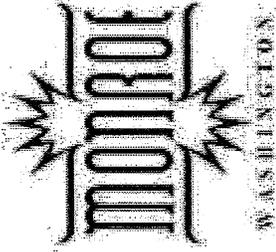
Source	Vendor	Name	Transfer/Route	Check Digit	Account No	Amount
AP5 221-08-2020	Z401	Vantagepoint Transfer 401,	0520/0011	3	42537981	1,990.73
AP5 221-08-2020	ZICMA457	Vantagepoint Transfer Agts-457,	0220/0004	6	42538001	3,343.87
Records Printed: 2						5,334.60

*Handwritten signature and date: 08/17/20*

# Clearing House

## Electronic AP Proof List

User: Cheri  
 Printed: 09/03/2020 - 1:04PM



*AP*

Source	Vendor	Name	Transfer/Route	Check Digit	Account No	Amount
AP5 297-08-2020	ZAFAC	AFLAC,	1210/0024	8	2000021568972	1,738.87
AP5 297-08-2020	ZBecks	Beck's Place,	1250/0854	7	7430516349	35.00
AP5 297-08-2020	ZMSocial	City of Monroe Social Fund,	1220/0049	6	2600005488	369.50
AP5 297-08-2020	ZGET	Guaranteed Education Tuition,	1230/0084	8	153910882577	431.00
AP5 297-08-2020	ZPolice	M.P.O.A.,	1250/0010	5	153563529723	716.00
AP5 297-08-2020	ZM&MAcad	Miracles & Memories Academy,	1251/0442	5	6250235139	50.00
AP5 297-08-2020	ZBoyGirl	Monroe Boys & Girls Club,	3251/7083	5	101402353	70.00
AP5 297-08-2020	ZMPOGUIL	Monroe Police Officers' Guild, c/o Derrick L	1251/0840	5	3007001740	1,905.00
AP5 297-08-2020	flexplan	Navia Benefit Solutions,	1210/0024	8	4121962286	101.84
AP5 297-08-2020	ZFlex	Navia Benefit Solutions Client Pay,	1210/0024	8	4121962286	2,890.94
AP5 297-08-2020	ZSkyVail	Sky Valley Food Bank,	1251/0840	5	3007005824	115.00
AP5 297-08-2020	ZSTVinc	St. Vincent de Paul,	1251/0840	5	9007004154	35.00
AP5 297-08-2020	Z401	Vantagepoint Transfer 401,	0520/0011	3	42537981	10,478.33
AP5 297-08-2020	ZICMA457	Vantagepoint Transfer Agts-457,	0220/0004	6	42538001	19,859.46
AP5 297-08-2020	ZNWAdmin	Washington Teamsters Welfare Trust,	1210/0024	8	4121444426	155,679.45
						194,475.39

Records Printed: 15

*10/17/20*  
*# 1000000000*



# MONROE CITY COUNCIL

## Agenda Bill No. 20-146

<b>SUBJECT:</b>	<b>Resolution No. 016/2020, Approving the City of Monroe Sale and Disposal of Real or Personal Surplus Property Policy.</b>
-----------------	-----------------------------------------------------------------------------------------------------------------------------

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
9/22/2020	Public Works/ Finance	Jakeh Roberts/ Becky Hasart	Jakeh Roberts	Consent Item #4

**Discussion:** 11/13/2018; 11/27/2018; 12/11/2018; 9/22/2020

- Attachments:**
1. Resolution No. 016/2020  
Exhibit A: Sale and Disposal of Surplus Real or Personal Property Policy (Draft)
  2. Redlined version of Sale and Disposal of Surplus Real or Personal Property Policy (Draft)

**REQUESTED ACTION:** Move to approve Resolution No. 016/2020, repealing Resolution No. 032/2018, and adopting the proposed Sale and Disposal of Surplus Real or Personal Property Policy.

### POLICY CONSIDERATIONS

*Should the City Council adopt the proposed policy aligning fiscal and ethical controls over the surplus sale of City property with the Revised Code of Washington (RCW) Section 39.34.040 in order to provide for a more efficient disposition and sale of surplus property?*

### DESCRIPTION/BACKGROUND

The Monroe City Council adopted a formal Sale and Disposal of Surplus Property Policy in 2018 via Resolution 032/2018. The existing policy contains dollar thresholds and public hearing requirements which do not align with RCW 39.34.040 and the established thresholds for non-utility owned disposition of surplus property.

Completion of an update to this policy will increase the efficiency of multiple City departments by eliminating the administrative and fiscal burden associated scheduling, advertising, preparing materials, and holding a public hearing for items valued at less than \$5,000 owned by a utility via authorizing the Mayor or Designee to approve surplus action.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-146

### Proposed Policy Update Summary Table:

	Existing Policy Statement	Proposed Policy Statement
Section 2, G	G. RCW 39.94.040 - Requires that a public hearing be held prior to the disposal of all property originally purchased for utility purposes.	G. RCW 39.94.040 - Requires that a public hearing be held <b><u>if the value of the property or equipment proposed for disposal exceeds \$50,000* and if the property or equipment was originally purchased by a utility.</u></b>  <i>*The proposed policy threshold of \$5,000 differs from the RCW and is consistent with the previously adopted non-utility owned surplus threshold.</i>
Section 6, A	<p>6. SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY ORIGINALLY ACQUIRED FOR UTILITY PURPOSES</p> <p>A. Prior to declaring property originally acquired for utility purposes as surplus, the City Council must hold a public hearing in a manner consistent with RCW 39.94.040, and pass a resolution declaring the property as surplus to the City's needs, stating the fair market value or consideration to be paid, and setting forth such other terms and conditions for such disposition as the City Council deems to be in the best public interest. The request to surplus property under this procedure shall include:</p> <p>i. A surplus recommendation from the Director, or the Director's Designee of the department of responsibility for the property.</p> <p>ii. An item description.</p> <p>iii. A fixed asset number, or serial number/identification for tracking purposes.</p> <p>iv. A fair market value estimate of the item.</p> <p>v. The preferred Method of Sale or Disposal.</p>	<p>6. SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY ORIGINALLY ACQUIRED FOR UTILITY PURPOSES</p> <p>A. Prior to declaring property <b><u>with an estimated value of greater than \$5,000 originally acquired for utility purposes as surplus,</u></b> the City Council must hold a public hearing in a manner consistent with RCW 39.94.040, and pass a resolution declaring the property as surplus to the City's needs, stating the fair market value or consideration to be paid, and setting forth such other terms and conditions for such disposition as the City Council deems to be in the best public interest. The request to surplus property <del>under this procedure</del> shall include:</p> <p>i. A surplus recommendation from the Director, or the Director's Designee of the department of responsibility for the property.</p> <p>ii. An item description.</p> <p>iii. A fixed asset number, or serial number/identification for tracking purposes.</p> <p>iv. A fair market value estimate of the item.</p> <p>v. The preferred Method of Sale or Disposal.</p>



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-146*

### **FISCAL IMPACTS**

Advertising costs for surplus sale public hearings are less than \$250 annually. Indirect positive fiscal impacts from updating this policy would be realized through achieving increased operational efficiency.

### **ALTERNATIVES**

Do not approve resolution as proposed and direct Mayor and staff to areas of concern.

**CITY OF MONROE  
RESOLUTION NO. 016/2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, REPEALING RESOLUTION NO. 032/2018, AND ADOPTING A NEW SALE AND DISPOSAL OF REAL OR PERSONAL SURPLUS PROPERTY POLICY

---

WHEREAS, the City of Monroe (hereinafter referred to as City) requires the ability to dispose of municipal personal or real property as allowed by the Revised Code of Washington (RCW); and

WHEREAS, the City requires the ability to transfer, exchange, lease, donate, or dispose of real or personal property in the manner which is to the best advantage of the City as allowed by RCW; and

WHEREAS, the City desires to identify appropriate internal controls and ethical considerations regarding its disposition of real or personal property; and

WHEREAS, the City wishes to conduct its operations in a prudent, efficient, and cost effective manner; and

WHEREAS, the City Council recognizes that appropriate delegation to the administration regarding dispositional processes can improve efficiencies; and

WHEREAS, the City Council desires to adopt a New Sale and Disposal of Surplus Real or Personal Property Policy by resolution.

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

Section 1. Repealer. City of Monroe Resolution No. 032/2018 is hereby repealed in its entirety.

Section 2. Adoption of Sale and Disposal of Real or Personal Surplus Property Policy. The City of Monroe Sale and Disposal of Real or Personal Surplus Property Policy is adopted in its entirety and attached as Exhibit A.

Section 2. Effective Date. The City of Monroe Sale and Disposal of Real or Personal Surplus Property Policy September 22, 2020.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof,  
and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Approved: September 22, 2020  
Effective: September 22, 2020

CITY OF MONROE, WASHINGTON

(SEAL)

\_\_\_\_\_  
Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rabecca R. Hasart, City Clerk

\_\_\_\_\_  
J. Zachary Lell, City Attorney

**CITY OF MONROE FINANCE POLICIES**

**POLICY SUBJECT: SALE AND DISPOSAL OF SURPLUS REAL OR PERSONAL PROPERTY**

**EFFECTIVE DATE:** \_\_\_\_\_

**APPROVED:**

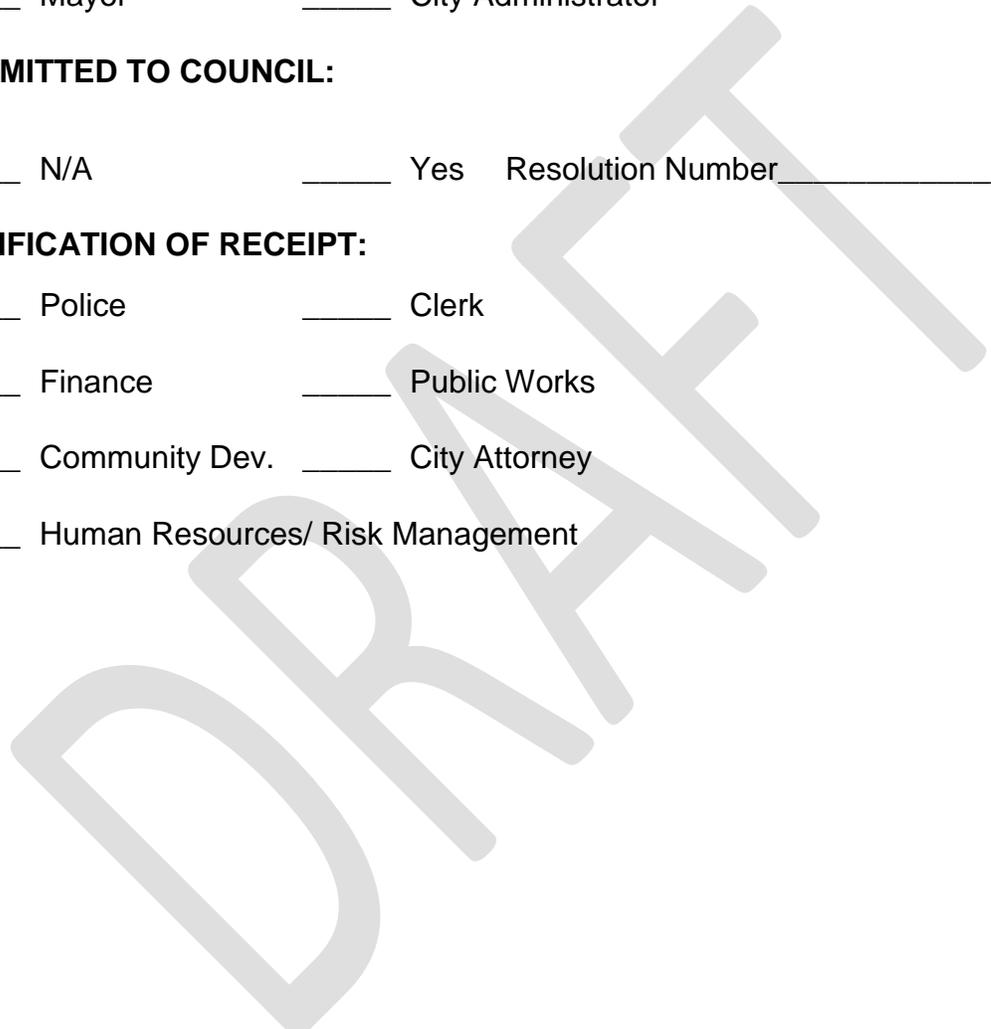
\_\_\_\_\_ Mayor                      \_\_\_\_\_ City Administrator

**SUBMITTED TO COUNCIL:**

\_\_\_\_\_ N/A                      \_\_\_\_\_ Yes    Resolution Number \_\_\_\_\_

**VERIFICATION OF RECEIPT:**

\_\_\_\_\_ Police                      \_\_\_\_\_ Clerk  
\_\_\_\_\_ Finance                      \_\_\_\_\_ Public Works  
\_\_\_\_\_ Community Dev.                      \_\_\_\_\_ City Attorney  
\_\_\_\_\_ Human Resources/ Risk Management



## 1. PURPOSE; INTERPRETATION

To provide the framework for the sale or disposal of real or personal property utilizing the most cost effective and efficient method that is to the best advantage of the City in a manner consistent with the requirements of applicable local ordinance and state law. This policy shall be interpreted and applied in accordance with such requirements. If a provision of this policy irreconcilably conflicts with a requirement imposed by local ordinance or state law, the ordinance or state law requirement shall control to the extent of such conflict.

## 2. REGULATIONS AND KEY TERMS

- A. Article VIII, Sec. 7 of the Washington State Constitution – States that no City give any property away, except for the necessary support of the poor and infirm.
- B. Cost of Surplus – The moving, storage, marketing, processing, sale or auction, and record maintenance cost attributable to an individual piece of City property.
- C. Method of Sale or Disposal – Includes sale of surplus items by auction, sealed bid, through an agent or broker, to another governmental entity, by trade-in, donation, or by dispensing of it as waste.
- D. RCW 35A.11.010 – Provides municipalities the right to acquire and dispose of property.
- E. RCW 39.33.010 – Provides municipalities the right to sell or transfer property to other governmental entities.
- F. RCW 39.33.020 - Requires that a public hearing be held if the value of the property proposed for disposal exceeds \$50,000 and is to be transferred to a separate governmental entity.
- G. RCW 39.94.040 - Requires that a public hearing be held if the value of the property or equipment proposed for disposal exceeds \$50,000 and if the property or equipment was originally purchased by a utility.
- H. RCW 43.09.210 - Requires that the City receive "full value" when there is an intergovernmental transfer of property.
- I. Washington State Attorney General Opinion, 1997 #5 - Concludes the meaning of full value contained in RCW 43.09.210 is flexible depending on the factual circumstances.

## 3. GENERAL PROVISIONS

- A. No member of the city council or members of their immediate family may directly acquire surplus property from the City of Monroe.
- B. No city employee or member of their immediate family may directly acquire City surplus property if:
  - i. The city employee or official had any role in establishing the value of the property.
  - ii. The city employee or official had any role in the sale or disposal of the property.

- C. Sale and/or disposal of surplus requires City resources (Cost of Surplus). It is the intent of the City to surplus property in the most cost-effective manner practicable. A comparison of the market value of an item against the incurred cost of the resources required to move, store, market, process, sell or auction, and maintain records of the property should be used to guide Method of Sale or Disposal recommendations.

If the Cost of Surplus exceeds the fair market value of the property, then the property may be disposed of as waste, recycled, or donated in a manner that is to the best advantage of the City.

- D. Gifts or donations of City of Monroe real or personal property with a market value that exceeds the Cost of Surplus are expressly prohibited by Article VIII, Section 7 of the Washington State Constitution except where necessary to support the poor and infirm or otherwise to effectuate an authorized public purpose.

- E. Completion of regular surplus property disposal is an essential step in maintaining efficiency of operations. Storage of excess property unnecessarily consumes scarce City resources. Holding public hearings in an inefficient manner also consumes scarce City resources. As such, Department Directors are encouraged to coordinate disposal of surplus property in the following manner:

- i. Sell or dispose of surplus property with an individual value of \$5,000 or less, not originally acquired for utility purposes, as frequently as is practical.
- ii. Sell or dispose of small or similar items by lot or group, rather than individually.
- iii. Sell or dispose of surplus property with an individual value of \$5,000 or greater, or property originally acquired for utility purposes, at a minimum, in the first and third monthly quarter of each calendar year.

#### 4. SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY WITH AN INDIVIDUAL VALUE OF \$5,000 DOLLARS OR GREATER

- A. The sale of City property, not originally acquired for utility purposes, with an individual value of greater than \$5,000 requires approval by resolution of the Monroe City Council declaring the property as surplus to the City's needs. The request to surplus property shall include:

- i. A surplus recommendation from the Director, or the Director's Designee, of the department of responsibility for the property.
- ii. An item description.
- iii. A fixed asset number, or serial number/identification for tracking purposes.
- iv. A fair market value estimate of the item.
- v. The preferred Method of Sale or Disposal.

- B. When authorized by City Council; surplus property may be sold by calling for sealed bids, by live auction, by trade-in, or otherwise disposed of in the manner that is most beneficial to the City's needs.
  - C. Upon completion of sale or disposal of property a record of the following will be submitted to the Finance Director, or the Director's Designee:
    - i. A copy of the City Council resolution authorizing the surplus action.
    - ii. A record of the Method of Sale or Disposal.
    - iii. The sale price, or if incurred, the estimated cost of disposal.
5. SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY WITH AN INDIVIDUAL VALUE OF \$5,000 DOLLARS OR LESS
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## 7. SALE OR TRANSFER OF PROPERTY TO ANOTHER GOVERNMENTAL ENTITY

A. The sale or transfer of property to a governmental entity with a fair market value of less than \$50,000 shall be completed in a manner consistent with Section 4 of this policy.

B. The sale or transfer of property to a governmental entity with a fair market value of greater than \$50,000 shall be completed in a manner consistent with Section 4 or Section 6 of this policy and may additionally require:

- i. A public hearing be held as per RCW 39.33.020.
- ii. The City to receive "full value" of the property as per RCW 43.09.210. Washington State Attorney General Opinion, 1997 #5 concludes the meaning of "full value" is flexible depending on the factual circumstances.

**CITY OF MONROE FINANCE POLICIES**

**POLICY SUBJECT: SALE AND DISPOSAL OF SURPLUS REAL OR PERSONAL PROPERTY**

**EFFECTIVE DATE:** \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_ Mayor                      \_\_\_\_\_ City Administrator

**SUBMITTED TO COUNCIL:**

\_\_\_\_\_ N/A                      \_\_\_\_\_ Yes    Resolution Number \_\_\_\_\_

**VERIFICATION OF RECEIPT:**

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\_\_\_\_\_ Finance                      \_\_\_\_\_ Public Works  
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**MONROE CITY COUNCIL**

**Agenda Bill No. 20-147**

<b>SUBJECT:</b>	<b>Authorize the Mayor to Sign Exclusive Sale Agreement (Sale of Land) with Lee &amp; Associates for North Kelsey Real Estate Brokerage Services</b>
-----------------	------------------------------------------------------------------------------------------------------------------------------------------------------

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Administration	Deborah Knight	Deborah Knight	Consent Item #5

**Discussion:** 09/12/2017; 02/06/2018; 9/22/2020

**Attachments:** 1. Broker Agreement

**REQUESTED ACTION:** Move to authorize the Mayor to Sign the Exclusive Sale Agreement (Sale of Land) with Lee & Associates Commercial Real Estate Services to act as the listing agent for the properties commonly known as North Kelsey, and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

**DESCRIPTION/BACKGROUND**

The current Sale Agreement with Lee & Associates Commercial Real Estate Services has expired. Broker Chris Peterson has acted as the listing agent for the North Kelsey properties since March 2018.

Lee & Associates was selected by the city following a competitive request for proposal process in 2017. The team’s marketing proposal and staff experience best fit the Monroe market and the North Kelsey property.

Under the terms of the Sale Agreement, the firm represents the City in all transactions involving the North Kelsey properties and provides assistance to the City with marketing, showing the property to interested buyers/developers, reviewing offers, and negotiating purchase and sale agreements.

The team includes Richard Peterson, Executive Managing Director and Principle, Chris Peterson, Senior Managing Director with Lee & Associates; and Tiffini Connell, Managing Broker with West Coast Commercial Realty. Lee & Associates is the primary broker representing the City.

This is a one year agreement that expires on October 1, 2021.

Section 1 of the proposed listing agreement (Attachment 1) identifies all three individuals as representing the City. The agreement allows the City to terminate the agreement, with thirty days’ notice, if any of the assigned brokers are no longer available or actively involved in marketing the properties.

Section 4 defines the commission paid by the city upon the sale of property. The proposal from Lee & Associates is a five percent commission split between the selling broker and buyer’s broker. Section 5 provides a 120-day protection period. If a property is sold to a “prospective buyer” identified by the Broker, then the City is obligated to pay the commission set forth in Section 4.

Changes to the Sale Agreement include: Removing Tract I, Tract 999 and parcel 28073100100800 (this parcel was sold in 2015 and was a carry-over from the prior listing agreement with First Western). Exhibit B “Scope of Work” was amended to remove tasks that



## MONROE CITY COUNCIL

### *Agenda Bill No. 20-147*

are no longer necessary such as creating a “marketing campaign” (this work is complete) and adding a task regarding support to amend the Lowes Declaration of Covenants.

#### **FISCAL IMPACTS**

The proposed listing agreement provides for a five percent commission split between the selling broker and the buyer’s broker. This equates to \$25,000 total (\$12,500/broker) for each \$500,000 in sales.

#### **TIME CONSTRAINTS**

The listing agreement with Lee & Associates has expired. The firm has operated in good faith to assist the city with marketing and selling the North Kelsey properties. It is appropriate to renew the listing agreement before considering additional offers.

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

1. The requested action is to authorize the Mayor to sign a listing agreement with Lee & Associates.
2. The City Council could determine that Lee & Associates is not well-qualified to represent the City and direct Mayor and Staff to issue a new Request for Proposal. This could provide further opportunity to consider other firms. The risk with this approach is delaying the sale of the properties without securing a more qualified broker.

**EXCLUSIVE SALE AGREEMENT**  
(SALE of LAND)

**THIS EXCLUSIVE SALE AGREEMENT** (this "Agreement") is made and entered into this 6th day of February, 2018 ("Effective Date"), by and between the City of Monroe, Washington ("Seller") and Lee & Associates Commercial Real Estate Services, LLC, a Washington limited liability company ("Broker").

**R E C I T A L S:**

**A.** Seller desires to sell the real property described as follows (hereinafter referred to as "Property" or "Properties"): Parcel ID 27060100115100, 27060100115200, 27060100115300, 27060100115400, 27060100115500, 27060100115600, 27060100115700; and as more clearly depicted on the attached Exhibit A, Legal Description and/or North Kelsey Short Plat as Parcels 2, 3, 4, 5, 6, 7, 8, and 9.

**B.** Seller desires to secure a purchaser for the Property and Broker has agreed to perform certain services as described in this Agreement, including without limitation the attached Exhibit B, in attempting to sell the Property in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** it is agreed between the parties hereto as follows:

**1. Listing.** In consideration of the services to be rendered by Broker, Seller hereby grants to Broker an exclusive right to act as the listing agent for, but not an employee of, the Seller to sell the Property. Broker agrees to provide the services of Richard Peterson, Chris Peterson and Tiffini Connell as listing brokers to act for the Seller. If any of the assigned brokers are no longer available or actively involved in marketing the Properties, then the Seller shall have the option of terminating this Agreement at any time thereafter on thirty (30) days written notice.

**2. Term.** The term of this Agreement shall commence upon execution, and shall expire at 12 o'clock noon, March 1, 2019 unless sooner terminated pursuant to Paragraph 1 above or Paragraph 8 below, or unless extended by mutual written agreement of the parties. After the expiration of the term of this Agreement (or its earlier termination), the agency created hereby shall automatically cease and Broker shall have no power or right to act in any way with respect to the Property and shall not be entitled to any commission by reason of any sale of the Property or any portion thereof, other than as specifically provided in Paragraph 5 below.

### 3. Terms of Sale.

(a) All terms of sale shall be approved by Seller prior to submission to any potential buyer for negotiation. Any representations made to potential buyers on behalf of Seller shall be approved in advance by Seller, through the Monroe Mayor or the Monroe City Council. Email approval shall be acceptable.

(b) The following items of personal property are to be included in the Property: **None.**

(c) Broker shall notify all prospective purchasers of the Properties of the existence of the North Kelsey Design Guidelines adopted by Ordinance 027/2012, as well as other applicable and relative development standards.

**4. Commission.** Seller agrees to pay to Lee & Associates a sales commission at close of escrow from proceeds of escrow in the event a buyer for the Property is procured by the Broker on terms and conditions acceptable to Seller as evidenced by Seller and buyer entering into a written agreement for the sale of the Property in the amount of five percent (5%) on the gross sales price (the "Commission"). Except as otherwise expressly provided herein, the Commission is the sole and exclusive compensation owed to Broker under this Agreement. For the avoidance of doubt, it is also expressly understood by the parties that no Commission shall be owed to Broker under this Agreement unless and until a purchase and sale transaction with a buyer has actually closed. The parties agree that the "gross sales price" of any portion of the Property shall not include any buyer's reasonably allocated share of common infrastructure improvements not part of the Property being purchased. This Commission is for the listing broker. Any fee or commission due to any other broker representing a buyer in connection with the sale shall not be paid by Seller.

**5. Protection Period.** Within fourteen (14) days of termination or expiration of this Agreement, Broker shall submit to Seller a list of potential buyers, who, during the term of this Agreement, were contacted by Broker and who either (a) executed a written offer to purchase the Property or (b) initiated discussion regarding, or otherwise actively negotiated for the sale of the Property ("Prospective Buyers"). If within one hundred twenty (120) days after the termination of this Agreement, the Property is sold to or a contract is executed with (and the Property is subsequently sold pursuant to such contract) a Prospective Buyer, the Commission set forth in this Agreement shall be paid by Seller to Broker at the time and in the manner provided in Paragraph 4 hereof.

## 6. Duties and Authority of Broker.

(a) Broker's Duties/License: Broker represents and warrants that individuals assigned to represent the Seller are duly licensed real estate brokers of the State of Washington and as such will diligently perform all duties customarily required of an experienced and licensed real estate broker and will use best efforts, including, with the written prior consent of Seller, the use of outside third party brokers, in endeavoring to obtain a purchaser for the Property and furnish such other services as are specified herein. Provided, that Broker shall be exclusively responsible for compensating any such outside third party brokers, and Seller shall have no obligation whatsoever to pay any compensation, including without limitation any Commission, to such third party outside brokers. Without limitation of the foregoing, Broker shall fully indemnify, defend and hold harmless Seller, its officers, officials and employees, from and against any claim, demand or suit brought by or on behalf of any such third party brokers seeking compensation from Seller. Broker's obligation to indemnify, defend and hold harmless under preceding sentence shall survive the expiration or termination of this Agreement. Broker agrees to maintain a valid Washington real estate broker license during the term hereof.

(b) Advertising; Representations; Costs: Broker may advertise the sale of the Property in the manner that it deems most effective to reach potential buyers; provided however that prior to placing any advertisement in any medium, Broker obtains Seller's written approval as to the form, content and frequency of the advertisement and the medium(s) to be utilized. Email shall be deemed an acceptable form of "written approval." The cost of all advertising and promotional materials used by Broker, in addition to any other costs incurred by Broker in the performance of this Agreement, shall be borne solely by Broker.

(c) Representation of Third Party Principal: Although Broker is authorized to submit offers to Seller from a prospective buyer, Broker is not authorized to otherwise represent or to receive any compensation from such prospective buyer in connection with the sale of the Property by Seller, unless otherwise provided herein or unless the written consent of Seller has been first obtained. Broker shall advise all prospective buyers to obtain independent representation with respect to any recommendations, suggestions, advice and counsel they may require concerning any transaction involving the Property.

(d) Broker's Representation of Itself As Principal: Broker represents that Broker will not act as a principal for its own account in any transaction involving the disposition of the Property by Seller, nor on behalf of any entity in which Broker has a financial or ownership interest, unless the written consent of Seller is first obtained.

(e) Broker Authority: Broker shall have no authority to execute any agreement relating to the Property on behalf of Seller.

(f) Marketing. Broker shall be available to attend at least one Council meeting per month and meetings with the City administration as reasonably necessary to discuss progress on marketing the property. Broker shall plan and administer all activities related to the marketing of the Property, subject at all times to the direction of Seller. Broker shall strive at all times to achieve the price and terms provided by Seller, and shall not

encourage a prospective buyer to make an offer at a price lower than Seller has directed. Broker shall submit activity and status reports by email to Seller's City Administrator on a monthly basis in addition to all correspondence, including e-mails, with potential buyers. Broker shall use its best effort in order to obtain offers from qualified buyers, and present all said offers to Seller for its consideration. Broker shall conduct an aggressive marketing/canvassing program to identify prospective buyers and follow up on each prospect in order to solicit and obtain prospective buyers' interest. Subject to Paragraph 6(a), Broker shall solicit and use its best efforts to enlist the cooperation and support of other real estate brokers in order to maximize the number of potential buyers that can be contacted.

(g) Time of the Essence. Broker and Seller recognize that any delays in sale will cause significant cost to Seller. Broker will use all reasonable efforts, including the aggressive marketing plan required in 6(f) of this Agreement, to sell the property as expeditiously as reasonably possible, while also ensuring that the sale meets the terms of this Agreement and the specifications of the Seller.

**7. Indemnity.** Broker agrees to indemnify, defend, and hold Seller, its officers, officials and employees free and harmless of and from any and all claims, liability, demands, suits, actions or judgments, made, brought or recovered against Seller, and all damages, costs and expenses, including attorneys' fees, incurred by Seller, as the case may be, in connection with or in any way arising from Broker's negligence or willful misconduct, respectively, in the performance of this Agreement, including, without limitation: (i) Broker's unauthorized written or oral representation or misrepresentation regarding the Property or a purchase and sale transaction; (ii) Broker's use of unauthorized advertising materials; (iii) any claim or claims for commissions made against Seller by any other broker or salesman arising out of or connected with Broker's acts or omissions in the performance of this Agreement; provided, however, that obligations to indemnify, defend and hold harmless caused by or resulting from the concurrent negligence or willful misconduct of the parties, or of a party and a third party other than an officer, agent, subconsultant or employee of a party, shall apply only to the extent of the negligence or willful misconduct of the indemnifying party. It is further specifically and expressly understood that the indemnification provided herein constitutes Broker's waiver of immunity under Title 51 RCW, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Termination.** This Agreement may be terminated and the obligation of the parties hereunder shall thereupon cease, upon the occurrence of any of the following circumstances as follows:

(a) In the event of substantial destruction of the Property, either party may terminate this Agreement upon ten (10) days written notice to the other party;

(b) If a petition for bankruptcy, reorganization or rearrangement is filed under state or federal insolvency statutes by or against the Broker, or Broker shall make an assignment for the benefit of creditors or take advantage of any insolvency act, Seller may terminate this Agreement upon ten (10) days written notice to the Broker; and

(c) If either party shall default in the performance of any of its obligations hereunder and such default shall continue for thirty (30) days after written notice from one party to the defaulting party designating such default, the party not in default may terminate this Agreement upon ten (10) days written notice to the defaulting party.

## **9. General Provisions.**

9.1 Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (i) personally delivered against a receipted copy or (ii) mailed by certified or registered mail, postage prepaid, to the following addresses:

Seller: City of Monroe  
806 West Main  
Monroe, WA 98272  
Attention: City Administrator  
Tel.: (360) 794-7400  
Fax: (360)-794-4007  
Email: [hwest.ci.monroe.wa.us](mailto:hwest.ci.monroe.wa.us)

Broker: Richard Peterson  
Executive Managing Director/Principal  
701 Pike Street, Suite 1025  
Seattle, WA 98101  
Tel.: 206-624-2424  
Fax.: 206-267-1457  
Email: [rpeterson@lee-associates.com](mailto:rpeterson@lee-associates.com)

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail. Either party may change its address for the purposes of this paragraph by giving five (5) days prior written notice of such change to the other party in the manner provided in this paragraph.

9.2 Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of this Agreement in each and every provision thereof.

9.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, this Agreement shall not be assigned, conveyed or transferred by Broker to any other party (i) without the express prior written consent of Seller and (ii) unless and until said assignee executes and immediately delivers to Seller an agreement in writing expressly agreeing to assume all of Broker's obligations under this Agreement.

9.4 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto which is not contained herein shall be binding or valid.

9.5 Further Documents. Each party will, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete the sale contemplated herein and to do any and all other acts and to execute, acknowledge and deliver any and all documents as may be requested in order to carry out the intent and purposes of this Agreement.

9.6 Applicable Law; Compliance. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located. In performing services under this Agreement, Broker shall comply fully with all applicable federal, state and local regulations.

9.7 Severability. If all or any portion of any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provisions shall be limited and construed in such jurisdiction as if the invalid, illegal or unenforceable provision or portion thereof were not contained herein.

9.8 Amendments. This Agreement cannot be altered, amended, modified or terminated in any way except in a writing signed by both parties.

9.9 Attorneys' Fees. In the event of any action at law or suit in equity in relation to this Agreement, the losing party shall pay the substantially prevailing party's reasonable attorneys' fees and costs.

9.10 No Discrimination. This Property is offered in compliance with state and federal anti-discrimination laws. It is understood that it is illegal for either Seller or Broker to refuse to present or sell the Property to any person because of race, color, religion, national origin, sex, sexual orientation, marital status, age, or physical disability.

9.11 Venue. The Superior Court for Snohomish County, Washington shall be the exclusive venue for any litigation arising out of this Agreement.

9.12 Receipt of the Law of Real Estate Agency. Seller hereby acknowledges that Broker has provided and Seller has reviewed and understands the pamphlet entitled The Law of Real Estate Agency.

9.13 Survival of Representations and Warranties. The representations, warranties, covenants and indemnities set forth in this Agreement shall survive the expiration of this Agreement and shall be binding upon the parties' successors and assigns.

9.14 City Code of Ethics. Broker and its agents shall comply with the Monroe Code of Ethics, Chapter 2.52 MMC. Broker acknowledges receipt of same and has approved the terms of said Code of Ethics. Any violation of Chapter 2.52 MMC by the Broker or any of its agents shall be considered a material breach of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed as of the day and year first written.

BROKER:

**Lee & Associates Commercial Real Estate Services**

By: \_\_\_\_\_

James Bowles, West Coast Commercial Realty, LLC

SELLER:

**CITY OF MONROE:**

\_\_\_\_\_  
Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

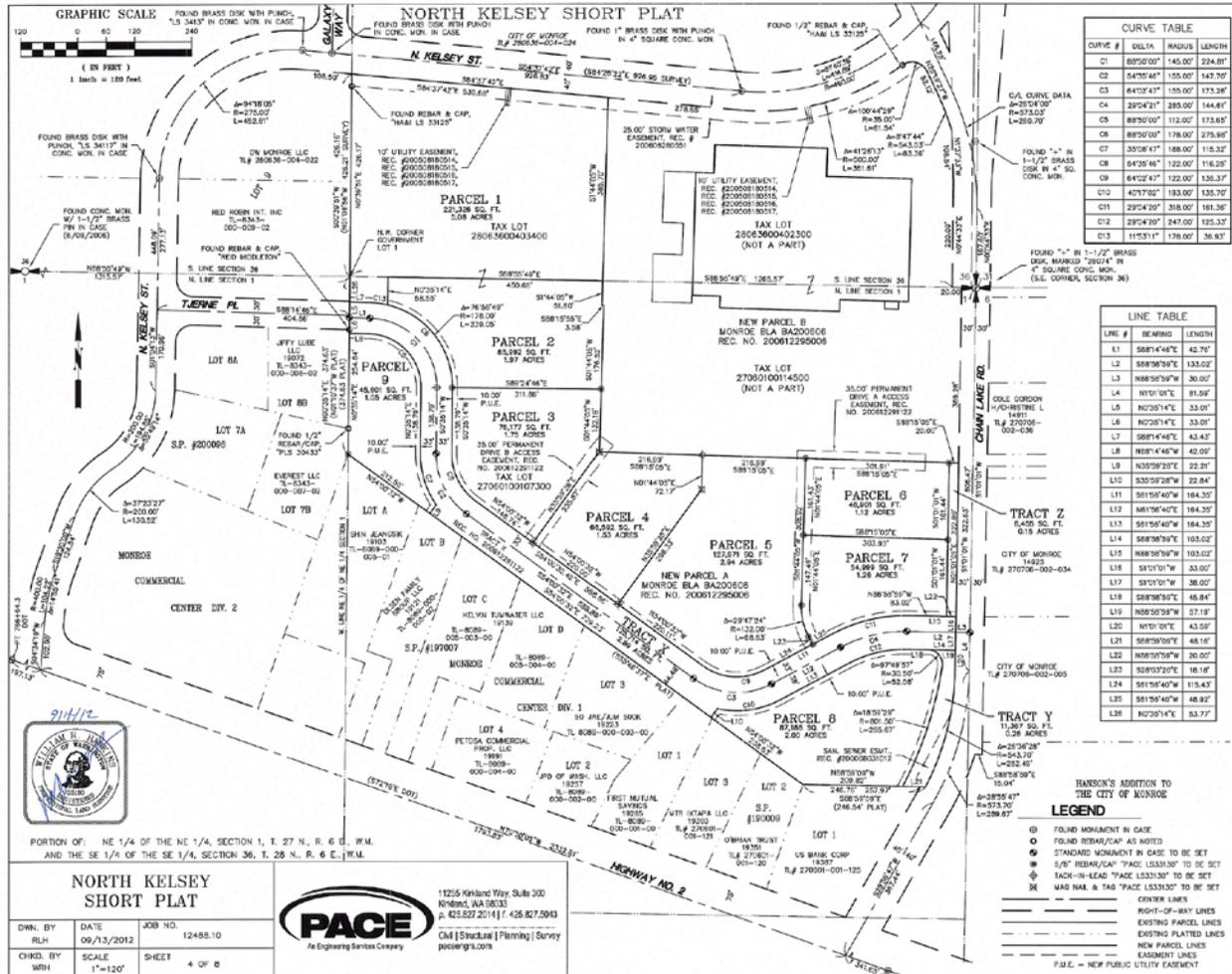
\_\_\_\_\_  
Rebecca Hasart, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zach Lell, City Attorney

# EXHIBIT "A"

## LEGAL DESCRIPTION OF PROPERTY



## **EXHIBIT “B”**

### **SCOPE OF WORK**

Broker duties will include at a minimum:

In addition to the tasks outlined in the listing proposal submitted by the Broker, Broker duties will include at a minimum:

1. Recommendations for pricing the property.
2. Performing market analysis including specific demographic reports and maps.
3. Preparing a pro forma.
4. Providing recommended communication/marketing strategies.
5. Providing marketing materials and other written sales information to the city.
6. Using images, aerials, and virtual tours for marketing materials and all listing websites.
7. Listing properties on the Commercial Broker’s Association (CBA), CoStar and Loopnet and other web services.
8. Featuring the property on the Broker’s website and other electronic and print sources as appropriate.
9. Utilizing the broker’s real estate industry network including, but not limited to, other real estate firms, members of the CBA and prospective purchasers to advertise and promote the sale of property with ten (10) business days of entering into a listing agreement.
10. Posting “for sale” signs located in prominent locations and easily visible from nearby rights of way.
11. Providing guidance and assistance for preparing the property for sale, including any studies that may be needed, disclosure documents, etc.
12. Working with the city and its consultants to identify potential purchasers and developers who can purchase and develop the property within a reasonable time frame; possibly creating a competitive bidding process among interested buyers/developers.
13. Showing the property to interested buyers/developers providing viewing opportunities and inspection. Coordinating these visits with the city and private property owners.
14. Providing relevant information to the city regarding any third-party site visits and feedback on prospective purchaser’s background and level of interest.
15. Providing strategic pricing and offer review.
16. Provide regular updates to project manager to ensure communication with mayor, city council, and consultants.
17. Support efforts to amend the Lowe’s Declarations of Covenants.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-148

<b>SUBJECT:</b>	<b>Ordinance No.012/2020, An Ordinance of the City of Monroe adopting a Utility Service Suspension – Extended Vacancies policy; Final Adoption</b>
-----------------	----------------------------------------------------------------------------------------------------------------------------------------------------

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Finance	Becky Hasart	Becky Hasart	Consent Item #6

**Discussion:** 09/08/2020, 09/22/2020  
**First Reading:** 09/08/2020  
**Attachments:** 1. Ordinance No 012/2020

**REQUESTED ACTION:** Move to approve 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.

Based on feedback received at the 09/08/22 Council meeting, the attached ordinance would amend the Monroe Municipal Code to allow for a vacancy credit for water and sewer accounts for the term of deployment. 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. Adopt Ordinance No 012/2020, as presented.
2. Do not adopt the ordinance but direct staff to areas of concern for future consideration.
3. Do not adopt the ordinance 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 when such absence is due to the property owner's deployment for active military duty, military reserve duty, and/or National Guard duty. The vacancy credit shall correspond to the deployment dates. 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 when such absence is due to the property owner's deployment for active military duty, military reserve duty, and/or National Guard duty. The vacancy credit shall correspond to the deployment dates. 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. 20-149

<b>SUBJECT:</b>	<b>Coronavirus Relief Funds Contract Amendment</b>
-----------------	----------------------------------------------------

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Executive	Rich Huebner Deborah Knight	Rich Huebner	Consent Item #7

- Discussion:** 09/22/2020  
**Attachments:**
  1. Coronavirus Relief Funds Contract Amendment A
  2. Coronavirus Relief Funds Executed Contract

**REQUESTED ACTION:** Move to approve Amendment A to the Coronavirus Relief Funds Contract between the City of Monroe and the Washington State Department of Commerce, and authorize the Mayor to execute the contract amendment.

**POLICY CONSIDERATION:**

*Should the City execute a contract amendment with the Washington State Department of Commerce and accept and additional \$288,750 in Coronavirus Relief Funds?*

**DESCRIPTION/BACKGROUND:**

On April 27, 2020, Governor Jay Inslee announced the distribution of nearly \$300 million of Coronavirus Relief Funds to local government agencies; these funds are made available through the state’s allocation of Coronavirus Aid, Relief and Economic Security (CARES) Act funding. Allocations were made to cities and counties with populations under 500,000, which did not receive funds directly from the federal government, and were proportional awards issued pursuant to 2019 population estimates for each jurisdiction.

From the April 27 distribution, the City of Monroe was allocated \$577,500. At its June 9, 2020 Regular Business Meeting, Council approved AB20-079, authorizing the Mayor to execute a contract with the Washington State Department of Commerce for receipt of those funds.

On September 1, 2020, Governor Inslee announced a second allocation of Coronavirus Relief Funds to cities and counties of populations under 500,000. In this second distribution, Monroe has been allocated an additional \$288,750. Approval of Amendment A to the original contract is required to formally accept these additional funds. This amendment also extends the City’s deadline for expenditure of Coronavirus Relief Funds to November 30, 2020.

Mayor Thomas and City staff are in the process of preparing a proposed budget for these additional funds, which will be brought to Council for its review and action at the October 13, 2020 Regular Business Meeting.

**FISCAL IMPACT:**

Approval would provide access to an additional \$288,750 (for a total of \$866,250) to assist the City in responding to the ongoing COVID-19 public health emergency. Failure to approve the proposed Amendment A would cause the City to forfeit access to the additional allocation.

**TIME CONSTRAINTS:**

Based on the process of executing the original contract, staff anticipates approximately two weeks is needed to receive the fully executed agreement. Due to this timeline, staff is requesting



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-149*

approval of Amendment A at the September 22, 2020 meeting. No funds from this additional allocation will be expended before Council's approval of a program budget.

### **ALTERNATIVES:**

Do not approve Amendment A and forfeit the City's access to this additional revenue.

Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments

<b>1. Contractor</b> City of Monroe 806 W Main St MONROE, Washington 98272-2125		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative (only if updated)</b> Rich Huebner Management Analyst (360) 722-1684 rhuebner@monroewa.gov		<b>4. COMMERCE Representative (only if updated)</b> Janet Eaton Project Manager (360) 725-3166 Fax 360-586-5880 janet.eaton@commerce.wa.gov	
<b>5. Original Contract Amount (and any previous amendments)</b> \$577,500.00	<b>6. Amendment Amount</b> \$288,750.00	<b>7. New Contract Amount</b> \$866,250.00	
<b>8. Amendment Funding Source</b> Federal: X State:      Other:      N/A:		<b>9. Amendment Start Date</b> Date of Execution	<b>10. Amendment End Date</b> November 30, 2020
<b>11. Federal Funds (as applicable):</b> \$866,250.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	
<b>12. Amendment Purpose:</b> To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<b>FOR CONTRACTOR</b>  _____ Geoffrey Thoams, Mayor  _____ Date	<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Div  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  _____ Sandra Adix Assistant Attorney General  _____ 3/20/2014 Date
-----------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Amendment

This Contract is **amended** as follows:

**Contract amount has been increased by \$288,750.00.**

**Contract end date has been extended from October 31, 2020 to November 30, 2020.**

**Final reimbursement request must be received by December 15, 2020.**

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



**Interagency Agreement with**

City of Monroe

through

the Coronavirus Relief Fund for Local Governments

**For**

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

**Start date:** March 1, 2020

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**General Terms and Conditions**

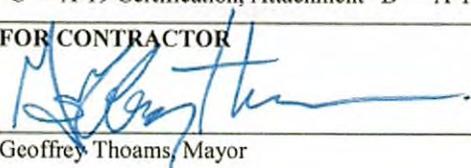
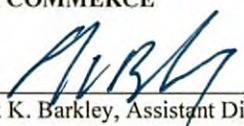
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**FACE SHEET**

Contract Number: 20-6541C-251

Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments

<b>1. Contractor</b> City of Monroe 806 W Main St Monroe, Washington 98272-2125		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Rich Huebner Management Analyst (360) 722-1684 rhuebner@monroewa.gov		<b>4. COMMERCE Representative</b> Janet Eaton Project Manager (360) 725-3166 Fax 360-586-5880 janet.eaton@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
<b>5. Contract Amount</b> \$577,500.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> March 1, 2020	<b>8. End Date</b> October 31, 2020
<b>9. Federal Funds (as applicable)</b> \$577,500.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	<b>Indirect Rate (if applicable):</b> 10.00%
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX	<b>11. SWV #</b> SWV0013137-00	<b>12. UBI #</b> 315000026	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
<b>FOR CONTRACTOR</b>  _____ Geoffrey Thoams, Mayor  07/16/2020 _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  7/23/2020 _____ Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS  
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**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

**2. ACKNOWLEDGMENT OF FEDERAL FUNDS**

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

**3. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**4. COMPENSATION**

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

**5. EXPENSES**

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**6. INDIRECT COSTS**

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

**7. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS  
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The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

**8. AUDIT**

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS  
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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov).

**9. DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

**10. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS  
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**United States Laws, Regulations and Circulars (Federal)**

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

**11. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

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**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

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

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

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

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

### Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND
2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

#### **Allowable expenditures include, but are not limited to:**

1. Medical expenses such as:
  - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - c. Costs of providing COVID-19 testing, including serological testing.
  - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
  - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - e. Expenses for public safety measures undertaken in response to COVID-19.
  - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
  4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
  5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

### Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

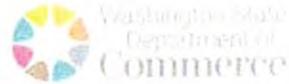
1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION  
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date:

CRF A-19 Activity Report  
INSTRUCTIONS

### INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
  - a This should match the report period entered on the corresponding A-19.
  - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
  - a Providing a brief description of the specific activities performed.
  - b Identifying specific populations served.
  - c Identifying specific programs created or utilized.
  - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
  - a Enter a **Title** for other expenses added within the appropriate budget category.
  - b Enter titles into **Cells D10, D19, D27, D36, and D41**.
  - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
  - a Enter a **Title** for these "other" expenses within budget category 6.
  - b Enter titles into **Cells D44 - D48**.
  - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund  
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
<b>1 Medical Expenses</b>				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response supplies	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Decontaminating public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>3 Payroll expenses for public employees dedicated to COVID-19</b>				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>4 Expenses to facilitate compliance with COVID-19 measures</b>				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related supplies in communities	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other	\$ -	\$ -	\$ -	
B. Other	\$ -	\$ -	\$ -	
C. Other	\$ -	\$ -	\$ -	
D. Other	\$ -	\$ -	\$ -	
E. Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



**MONROE CITY COUNCIL**

**Agenda Bill No. 20-150**

<b>SUBJECT:</b>	<b>Authorize Mayor to Sign Amendment No. 1 to the Consulting Agreement with Enviroissues, Inc. for a collaborative community process to develop a long-range vision, mission and core values statement.</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Executive	Deborah Knight	Deborah Knight	Unfinished Business Item #1

**Discussion:** 09/22/2020; 12/10/2019; 01/28/2019

- Attachments:**
1. Vision 2050 Amendment No. 1
  2. Vision 2050 Professional Services Agreement with Enviroissues
  3. Request for Proposal Community Driven Vision Plan

**REQUESTED ACTION:** Move to authorize the Mayor to sign Amendment No. 1 to increase the budget for Vision 2050 by \$10,000 to execute a collaborative visioning process; and expressly authorize further minor revisions to the extent deemed necessary or appropriate.

**POLICY CONSIDERATION**

*A thoughtful vision statement is one of the elements needed to form a forward looking strategic framework that gives councils the long-term-comprehensive perspective necessary to make rational and disciplined tactical/incremental decisions on community issues as they arise. Community vision statements are typically crafted through a collaborative process that involves a wide variety of community residents, stakeholders and elected officials.*

*The policy question for the City Council is whether **restart** a collaborative, community driven visioning process to adopt core values and update the city’s mission and vision statements.*

*This would allow the City to focus on the required technical updates to the 2023 Comprehensive Plan rather than engaging in a lengthy visioning process during the Comprehensive Plan Update scheduled to begin in 2022.*

**DESCRIPTION/BACKGROUND**

The City Council approved a \$90,500 contract with Enviroissues in December 2019 to assisting the city with developing a collaborative, community driven visioning process to adopt core values and update the city’s mission and vision statements.

The project was ready to start in March 2020, but put on hold during the Governor’s Stay Home, Stay Healthy Order. Since March community members have expressed a renewed interest in working with the city to establish a new vision and direction for Monroe.

City staff requested Enviroissues revise the scope of work to continue the project under the Governor’s Phase 2 guidelines.

The City Council discussed updating the City’s vision statement, core values and mission statement prior to updating the Comprehensive Plan to allow the City to focus on the required technical updates to the plan rather than engaging in a lengthy visioning process.

The scope for the collaborative visioning process has been adjusted below to account for public health and safety best practices recommended by the state of Washington as of August 2020. EnviroIssues expects to complete work over an eight (8) month period.

Work continues to be broken out into four (4) distinct phases (Assessment, Planning, Engagement and Evaluation) and will pick up where it was left off in the Assessment phase. At a high level, services provided by EnviroIssues will include continued work with the City to identify and review key existing documents for currency and alignment with the goals of this work, convening and facilitating a Sounding Board, holding one-on-one interviews and virtual focus group meetings, developing a communications and outreach plan, planning and executing a suite of customized outreach activities to collect community feedback, evaluating feedback received, and working with the Sounding Board to complete updates to the City's mission statement and core values.

The revised scope of work includes several adjustments:

- All scoped meetings are planned to happen virtually using Zoom or a similar virtual platform.
- Direct costs have been removed since EnviroIssues will no longer need to provide refreshments, printed materials or the cost of mileage for EnviroIssues staff vehicles per the original contract.
- The role of the Sounding Board has increased. The scope of work includes one additional Sounding Board meeting to support work during the planning phase and three subcommittee meetings to support work during the engagement phase.
- Instead of three in-person focus groups the scope of work includes planning two virtual focus group meetings, one in English that will break-up into three different groups and one in Spanish.
- The budget for the participate.online website has also been adjusted to allow the team to include more interactive tools for gathering stakeholder feedback during the engagement phase.
- The budget for the engagement phase is lower since in-person, direct connections with city staff and Sounding Board members will take place on Zoom or other virtual platforms.
- The budget for Sounding Board and Focus group incentives and random dial household list are included as an additive alternate if the city decides these tools are needed to encourage broader community participation.

### **IMPACT – BUDGET**

The budget for the revised scope is \$85,229. There is \$75,317.28 remaining in the current contract, so this scope requires an additional \$9,857.72. The total contract not to exceed is \$100,500. The contract increase is attributed to additional Sounding Board meetings, interactive website needed to generate community participation, and the additive alternate if the city decides these tools are needed to encourage broader community participation.

### **TIME CONSTRAINTS**

Ideally, the City Council will approve Amendment No. 1 and revised scope of work so the Sounding Board can begin meeting prior to the end of the year. The goal is to have a revised vision, mission and core values statement to inform the 2022 budget and Comprehensive Plan Update.

### **ALTERNATIVES TO REQUESTED ACTION**

There are three alternatives the City Council may consider:

- Reduce the revised scope of work to stay within the budget remaining in the current contract. This alternative will require removing the Sounding Board subcommittee meetings needed to develop consensus, interactive website, and additive alternate tasks.
- Do nothing. The City is not required to adopt a mission, vision or core values. This may not be the right time for the City to reevaluate these principles. This work could be postponed or folded into the 2023 Comprehensive Plan update. The challenge with this approach is the sense from some community members that there is no clear aspirational statement of what Monroe will look like in 30 years.
- Do the work in-house using city resources. This alternative will require removing or postponing other projects identified in the draft Strategic Priorities list and 6-year Strategic Plan.

**ADDENDUM NO. 1**  
**TO CONSULTANT AGREEMENT BETWEEN CITY OF MONROE**  
**AND ENVIROISSUES, INC. FOR VISION 2050**

THIS ADDENDUM TO THE CONSULTANT AGREEMENT (“Addendum”) made and entered into as of the 22nd day of September, 2020, amends that certain Consultant Agreement for Vision 2050 dated December 10, 2019 (hereinafter “Agreement”) by and between the City of Monroe (hereinafter “City”) and EnviroIssues, Inc. (hereinafter “Consultant”).

Whereas, the Scope of Work attached to and incorporated into the Agreement as Exhibit A, includes designing and executing a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City’s current planning documents; and

Whereas, Consultant partially completed Task #2 (Assessment) of the Consultant Agreement for Vision 2050, including identifying Sounding Board members, before the project was stopped as a result of Covid19 and the Governor’s Stay Home Stay Healthy order issued in March 2020; and

Whereas, the parties mutually desire to amend the Agreement’s Scope of Work to accommodate social distancing requirements in the Governor’s Safe Start guidelines including additional Sounding Board meetings, and an interactive website, and further mutually desire to increase the Maximum Amount Payable and completion deadlines under the Agreement to reflect the additional work necessary to complete the underlying project in a manner compliant with said requirements;

NOW THERFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Amendment of Scope of Work. The Scope of Work of the Agreement, attached to and incorporated into the Agreement as Exhibit A, is hereby amended to: (i) increase the role of the sounding board, adding three subcommittee meetings, adding interactive tools to the participate.online website, and eliminating in-person meetings; and (ii) extend certain completion deadlines related to the Project Management function of the underlying project. To this effect, Exhibit A to the Agreement is hereby amended by and replaced with Exhibit A to this Addendum No. 1, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Amendment of Maximum Amount Payable. In accordance with Agreement Section 5, Extra Work, the Maximum Amount Payable under the Agreement is hereby increased to and shall not exceed \$100,500.00 to compensate Consultants for the additional work required to complete the project consistent with the Governor’s Safe Start Guidelines.

Section 3. Amendment of Fee Schedule. The Fee Schedule set forth in Exhibit B to

the Agreement is hereby is hereby amended by and replaced with Exhibit B to this Addendum No. 1, attached hereto and incorporated herein by this reference as if set forth in full.

Except as modified herein above, all terms and conditions of the Consultant Agreement between City of Monroe and Envirolssues, Inc. for Vision 2050 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this instrument on the 22nd day of September, 2020.

**CITY OF MONROE, WASHINGTON**

**CONSULTANT**

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Geoffrey Thomas, Mayor

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Envirolssues, Inc.  
Elizabeth H. Faulkner

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Rabecca R. Hasart, Interim City Clerk

## EXHIBIT A

### SCOPE OF WORK

#### Scope of Work Vision 2050

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##### OVERVIEW

After a brief pause due to the unforeseen impacts of COVID-19 from March 2020 to August 2020, EnviroIssues is re-starting work to execute a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City's current planning documents. The scope for the collaborative visioning process has been adjusted below to account for public health and safety best practices recommended by the state of Washington as of August 2020. EnviroIssues expects to complete work over an eight (8) month period.

Work continues to be broken out into four (4) distinct phases (Assessment, Planning, Engagement and Evaluation) and will pick up where it was left off in the Assessment phase. At a high level, services provided by EnviroIssues will include continued work with the City to identify and review key existing documents for currency and alignment with the goals of this work, convening and facilitating a Sounding Board, holding one-on-one interviews and virtual focus group meetings, developing a communications and outreach plan, planning and executing a suite of customized outreach activities to collect community feedback, evaluating feedback received, and working with the Sounding Board to complete updates to the City's mission statement and core values.

##### PERIOD OF PERFORMANCE

This Scope of Work provides the services described below from September 18, 2020 through December 31, 2021.

##### SCOPE OF WORK

###### **Task 1: Project Management**

The project management task includes regular communication with City staff, contract management, managing the project budget and schedule, monthly progress reports, and ensuring the completion of all deliverables to the City.

###### **Assumptions:**

- EnviroIssues will track monthly project tasks and deliverables.

###### **Deliverables:**

- Up to nine (9) monthly progress reports and invoices.

**Schedule:** Duration of period of work.

###### **Task 2: Assessment**

The assessment phase will pick up where it was left off in March 2020 and includes planning and implementation for one-on-one interviews and virtual focus groups and coordinating and convening a Sounding Board.

###### **Assumptions:**

- Includes up to five (5) check-ins with City staff.
- Includes ongoing weekly internal check-ins and coordination.
- Includes strategic guidance on planning process to align this effort with other projects in the region.
- EnviroIssues will continue to review key existing documents from the City to inform process planning.
- EnviroIssues will develop all meeting materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will work with City staff to identify participants for one-on-one interviews, virtual focus groups and to assess current Sounding Board members as well as reach out to new members.
  - The City's list of utility customers (with phone numbers if possible) would be a helpful resource for focus groups as well as list of homeowner association contacts.
- EnviroIssues will coordinate purchase of a random digit dial (RDD) household list of City of Monroe residents to use for focus groups if necessary. This list would include all landline households in Monroe.
- EnviroIssues will cross check the utility list with the Monroe Chamber of Commerce to ensure that minority business owners are invited to participate in focus groups.
- EnviroIssues will also coordinate with central community organizations, like St. Mary's of the Valley, to identify additional minority residents to invite to focus groups.
- EnviroIssues will offer cash or gift card incentives to focus group participants to compensate them up to \$100 for two hours of their time.
- EnviroIssues will offer cash or gift card incentives as needed to Sounding Board participants representing high-priority communities (e.g. Homelessness, Latinx, BIPOC, Foodbank, COVID public health and safety support workers). Compensation will be up to \$50 per full meeting they attend, or up to \$150 total.
- Two (2) virtual focus groups and up to six (6) one-on-one interviews will include opportunities to engage stakeholders who speak languages other than English as a first language.
- EnviroIssues will provide a facilitator, notetaker and technology lead for a virtual Sounding Board meeting which will last up to two (2) hours.
- EnviroIssues will follow all current Washington State safety and health recommendations.
- EnviroIssues will coordinate translation of materials, including review of text to ensure translated messages are accurate, and incorporate translations into materials as needed.
- EnviroIssues does not anticipate a need for printing materials as all meetings are currently expected to happen virtually but will coordinate printing if needed.
- City of Monroe will pay outside vendors directly for, the list of residents, incentives for focus groups and Sounding Board meeting participation and translation or interpretation services.

***Deliverables:***

- Preparation and facilitation of up to six (6) one-on-one phone interviews with one (1) consultant staff.
- Preparation of materials for one (1) City Council briefing.
- Preparation and facilitation of up to two (2) virtual focus group meetings. One meeting in English will be staffed by up to six (6) consultant staff and include up to three breakout groups. The other meeting in Spanish will be staffed by up to three (3) staff.
- A written summary of key findings from the one-on-one interviews and focus group conversations.
- Preparation and facilitation for one (1) virtual Sounding Board meeting with three (3)

- consultant staff.
- One (1) summary of the Sounding Board meeting.

**Schedule:** Completed by December 31, 2020.

### **Task 3: Planning**

The planning task includes developing a communications and outreach plan to guide our work during the engagement phase. It also includes planning and development of materials that will inform Monroe residents and stakeholders about outreach activities. The materials used to promote various engagement activities will include print and online notifications, as well as the development of a participate.online website to collect feedback online. A briefing to City Council will also be scheduled in this phase so members are aware of upcoming engagement activities and how the City will be promoting opportunities for the community to give input.

#### **Assumptions:**

- Includes up to five (5) check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will develop materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will design the look and feel for all informational materials.
- EnviroIssues will develop project key messages to adapt for print and online content.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- EnviroIssues will coordinate the placement of advertisements in the Snohomish Tribune, as needed.
- EnviroIssues will coordinate with the City to submit content or announcements about outreach activities in the monthly utility bill, as needed.
- City staff will make all updates to City web and social media accounts (e.g. Facebook, Twitter, Instagram, YouTube), as needed.
- EnviroIssues will coordinate with vendors to print materials.
- EnviroIssues will set-up, host and manage a project participate.online website that looks and feels similar to the City's existing website.
- Content for materials and the participate.online site will be based on feedback received during the Assessment phase.
- EnviroIssues will provide a facilitator, notetaker and technology lead for one (1) virtual Sounding Board meeting which will last up to two (2) hours.
- EnviroIssues will coordinate translation and incorporate into materials as needed. We will review translated materials for cultural relevancy and provide opportunities for City staff to review translations before final approval.
- City of Monroe will pay all major direct costs directly to outside vendors. Costs will be dependent on the outreach activities identified during the assessment phase but could include, printing posters, business cards or large mailings, placing print and online advertisements and/or paying for translation services.
- City staff will deliver project briefing to City Council.

#### **Deliverables:**

- One (1) draft and one (1) final communications and outreach plan.
- Development of print and online notification materials.
- One (1) draft and one (1) final City Council briefing presentation, including modifications for use at up to two (2) City Council meetings.
- Development of one (1) participate.online site including design, content, set-up,

accessibility testing, site deployment and management.

- Preparation and facilitation for one (1) virtual Sounding Board meeting with three (3) consultant staff.

**Schedule:** Completed by March 31, 2021

#### **Task 4: Engagement**

The engagement task includes planning and implementation of a series of engagement activities that align with feedback heard from City of Monroe stakeholders during the Assessment phase. The exact scope will shift as the communications and outreach plan is developed but does include a series of virtual Sounding Board subcommittee meetings to support targeted engagement with high-priority communities in the City. Subcommittee meetings could be used to maintain communication about Sounding Board member supported outreach activities and/or opportunities for Sounding Board members to speak directly to representatives of high-priority groups who they might need to work harder to engage (e.g. homeless, Latinx and/or youth community members). This task also includes summarizing City of Monroe values and the draft development of the City of Monroe vision statement.

#### **Assumptions:**

- Includes up to five (5) check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will work closely with City staff on logistics planning for all outreach activities.
- EnviroIssues will provide a facilitator, notetaker and technology lead for a virtual meeting to launch the participate.online website which will last up to two (2) hours.
- EnviroIssues will provide a facilitator and notetaker for up to three (3) subcommittee meetings.
- If possible, within the Washington State safety and health recommendations, EnviroIssues will work with City staff and Sounding Board members to staff smaller in-person events, like pop-ups at local businesses.
- Outreach activities will target both English and non-English speaking City of Monroe stakeholders.
- EnviroIssues will coordinate translation of materials and interpretation services as needed.
- City staff will help EnviroIssues identify and build relationships with community members who are visible and involved with minority communities in the City of Monroe.
- EnviroIssues will track feedback received from engagement activities and share with City staff as needed. Feedback will be incorporated into Task 5 deliverables.
- City of Monroe will pay all major direct costs directly to outside vendors, including translation, interpretation and captioning services.

#### **Deliverables:**

- A suite of customized outreach activities developed in collaboration with City of Monroe stakeholders, Staff, City Council members and the Sounding Board with a not-to-exceed price limit of \$20,000. The exact set of activities will be determined during the assessment and planning phase, but for scoping purposes currently includes coordination for one (1) social media campaign, one (1) Zoom meeting to launch the participate.online website and preparation of one (1) questionnaire to support City staff and Sounding Board member outreach to target communities and coordination to summarize responses.
- Events will be coordinated to the extent possible with existing Monroe events, such as regular City meetings with Latinx community members.
- Preparation, attendance and follow-up work for up to three (3) virtual Sounding Board

- subcommittee meetings with two (2) consultant staff for one and a half (1.5) hours each.
- One (1) draft City of Monroe community vision statement.

**Schedule:** Completed by April 30, 2021

### Task 5: Evaluation

The Evaluation task includes an analysis of the feedback received during the Engagement phase and updates to the City of Monroe mission statement and core values. It also includes a final Sounding Board meeting and briefing to the City.

#### Assumptions:

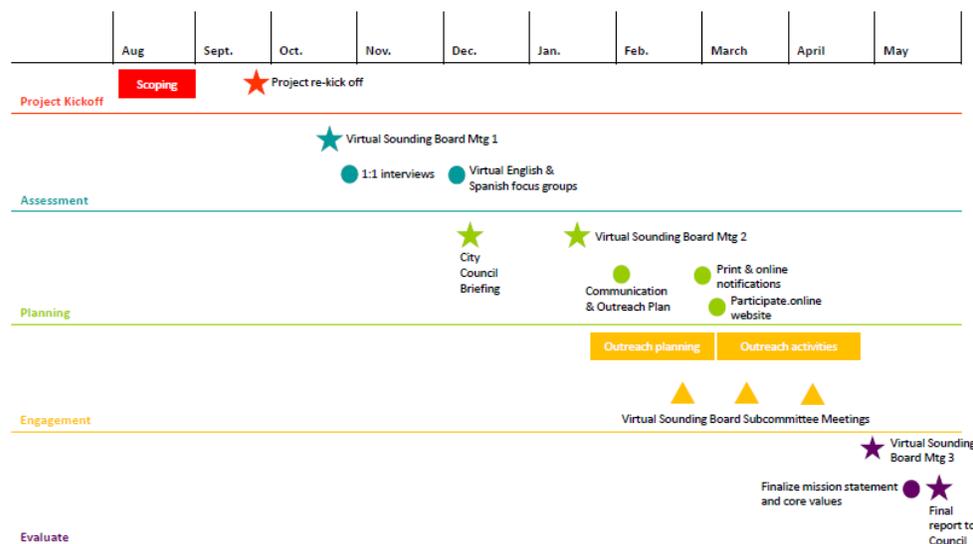
- Includes up to five (5) check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will summarize feedback received from the participate.online website and other engagement activities.
- EnviroIssues will provide a facilitator and notetaker for one (1) virtual Sounding Board meeting which will last up to two (2) hours.
- EnviroIssues will work closely with City staff and the Sounding Board to finalize the mission statement and core values.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- City staff and/or Sounding Board members will deliver final project briefing to City Council.

#### Deliverables:

- Preparation, attendance and follow-up work for one (1) virtual Sounding Board meeting with three (3) consultant staff for up to two (2) hours.
- One (1) draft and one (1) final Vision Statement and Action Plan
- One (1) City Council briefing presentation

**Schedule:** Completed by May 31, 2021

Vision 2050 updated project schedule (Draft:8/27/2020)



## EXHIBIT B

### FEE SCHEDULE

#### Maximum Amount Payable

EnvirolIssues will bill the City of Monroe monthly on a time and materials basis indicating the services performed and the cost of such services, with a not-to-exceed total price limit of **100,357.72**.

#### Cost breakdown for amended scope of work

Staff	Kristine Edens	Alison Peters	Jackie Dagger	PC	Graphics	Dev	A3	
<b>TOTAL HOURS</b>	17.0	94.0	271.5	177.5	60.0	36.0	57.5	714
<b>TOTAL LABOR COST</b>	\$3,094.00	\$19,082.00	\$27,421.50	\$15,087.50	\$6,180.00	\$4,356.00	\$6,957.50	\$82,179
<b>TOTAL DIRECT COST</b>								\$0
<b>TOTAL</b>								\$82,179

Task 1 Project management								
<b>Total Hours</b>	9.0	10.0	15.0	0.0	0.0	0.0	2.0	36
<b>Total Labor</b>	\$1,638.00	\$2,030.00	\$1,515.00	\$0.00	\$0.00	\$0.00	\$242.00	\$5,425

Task 2 Assessment								
<b>Total Hours</b>	0.0	27.5	64.0	39.0	0.0	0.0	15.0	146
<b>Total Labor</b>	\$0.00	\$5,582.50	\$6,464.00	\$3,315.00	\$0.00	\$0.00	\$1,815.00	\$17,177

Task 3 Planning								
<b>Total Hours</b>	3.0	18.0	71.5	52.5	37.0	34.0	8.5	225
<b>Total Labor</b>	\$546.00	\$3,654.00	\$7,221.50	\$4,462.50	\$3,811.00	\$4,114.00	\$1,028.50	\$24,838

Task 4 Engagement								
<b>Total Hours</b>	4.0	11.0	80.5	60.5	15.0	2.0	19.0	192
<b>Total Labor</b>	\$728.00	\$2,233.00	\$8,130.50	\$5,142.50	\$1,545.00	\$242.00	\$2,299.00	\$20,320

Task 5 Evaluation								
<b>Total Hours</b>	1.0	27.5	40.5	25.5	8.0	0.0	13.0	116
<b>Total Labor</b>	\$182.00	\$5,582.50	\$4,090.50	\$2,167.50	\$824.00	\$0.00	\$1,573.00	\$14,420

The budget above assumes the City of Monroe will cover most external vendor expenses including printing, ad placement, translation and interpretation services as needed. EnvirolIssues does not expect any direct costs since all meetings will be held virtually and won't require the use of EI staff vehicles, printed materials or meeting refreshments. EnvirolIssues also highly recommends adding focus group incentives and the purchase of a random digital dial household list to the project budget. The table below shows the cost for each of these additional items and the total updated budget should they be included.

Item	Cost per item	Total cost
Focus group incentives (20 people)	\$100	\$2,000
Incentives for Sounding Board representatives from priority	\$150	\$750

communities (5 people)		
Random Digital Dial Household list	N/a	\$300
<b>Total additional cost</b>		<b>\$3,050</b>
<b>Updated budget to complete the Scope of Work</b>		<b>\$85,229</b>

**Staff rates adjustments in 2021**

Staff rates will remain as scoped in Envirolssues' original contract until December 31, 2020. Beginning in January 2021 the rates for the two staff listed below will be updated. Rate updates are not expected to change the total estimated budget for the project.

	<b>Alison Peters</b>	<b>Jackie Dagger</b>
<b>2019/2020</b>	\$199.08	\$95.08
<b>2021</b>	\$202.00	\$106.97

<b>CONSULTANT AGREEMENT</b>	
<b>PROJECT TITLE AND IDENTIFICATION NUMBER</b>  Vision 2050 (Imagine Monroe)	<b>WORK DESCRIPTION</b> EnviroIssues will design and execute a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City's current planning documents. The collaborative visioning process will be completed over a nine (9) month period and work will be broken up into four (4) distinct phases: Assessment, Planning, Engagement and Evaluation.
<b>CONSULTANT</b> Enviroissues, Inc.	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b> Enviroissues, Inc Amy Grotefendt 101 Stewart Street, Ste 1200 Seattle, WA 98101
<b>FEDERAL I.D. NO.</b> 91-1526183	<b>BUDGET OR FUNDING SOURCE</b> \$90,500
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b> Alison Peters, Senior Associate Enviroissues 101 Stewart Street, Ste 1200 Seattle, WA 98101 <a href="mailto:apeters@enviroissues.com">apeters@enviroissues.com</a> 206.269.5041	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b> \$90,500
<b>COMPLETION DATE</b>  December 31, 2020	<div style="text-align: right;"> <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           </div>

THIS AGREEMENT is entered into on December 10, 2019 between the City of Monroe, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

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

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

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

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

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

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit A 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 B, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to

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

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

5. Extra Work.

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

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

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

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

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

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or

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

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

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

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

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

C. Other Insurance Provisions.

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

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing

policies shall be effective without thirty (30) days prior written notice to the CITY.

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

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

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

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

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

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

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

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

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

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

days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

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

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

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

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

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

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

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

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

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

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

CONSULTANT:

CITY OF MONROE:

\_\_\_\_\_

\_\_\_\_\_  
Geoffrey Thomas, City Mayor

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Cheri Hurst, Authorized Designee of the City Clerk

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **OVERVIEW**

EnviroIssues will design and execute a collaborative visioning process between City of Monroe stakeholders, councilmembers and staff to identify core community values that will support the City's current planning documents. The collaborative visioning process will be completed over a nine (9) month period and work will be broken up into four (4) distinct phases: Assessment, Planning, Engagement and Evaluation.

At a high level, services provided by EnviroIssues will include working with the City to identify and review key existing documents for currency and alignment with the goals of this work, convening and facilitating a Sounding Board, holding one-on-one interviews and focus group meetings, developing a communications and outreach plan, planning and executing a suite of customized outreach activities to collect community feedback, evaluating feedback received, and completing updates to the City's mission statement and core values.

#### **PERIOD OF PERFORMANCE**

This Scope of Work provides the services described below from December 1, 2019 through October 31, 2020.

#### **SCOPE OF WORK**

##### **Task 1: Project Management**

The project management task includes regular communication with City staff, contract management, managing the project budget and schedule, monthly progress reports, and ensuring the completion of all deliverables to the City.

##### ***Assumptions:***

- EnviroIssues will track monthly project tasks and deliverables.

##### ***Deliverables:***

- Up to nine (9) monthly progress reports and invoices.

***Schedule:*** Duration of period of work.

##### **Task 2: Assessment**

The assessment task includes a kick-off meeting for the Vision 2050 team, planning and implementation for one-on-one interviews and focus groups and coordinating and convening a Sounding Board.

##### ***Assumptions:***

- Includes up to nine (9) bi-weekly check-ins with City staff.

- Includes ongoing weekly internal check-ins and coordination.
- Includes strategic guidance on planning process to align this effort with other projects in the region.
- EnviroIssues will review key existing documents from the City to inform process planning.
- EnviroIssues will develop all meeting materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will work with City staff to identify participants for one-on-one interviews, focus groups and the Sounding Board. The City's list of utility customers (with phone numbers if possible) would be a helpful resource for focus groups in particular. Further re-use or dissemination of phone numbers and other contact information is prohibited without express written permission from the City of Monroe.
- EnviroIssues will cross check the utility list with the Monroe Chamber of Commerce to ensure that minority business owners are invited to participate in focus groups.
- EnviroIssues will also coordinate with central community organizations, like St. Mary's of the Valley, to identify additional minority residents to invite to focus groups.
- EnviroIssues will coordinate with the City to offer cash or gift card incentives to focus group participants to compensate them up to \$100 for two hours of their time.
- Three (3) focus groups and up to six (6) one-on-one interviews will include opportunities to engage stakeholders who speak languages other than English as a first language.
- EnviroIssues will provide a facilitator and a notetaker for the Sounding Board meeting which will last up to three (3) hours.
- City staff will provide EnviroIssues with information about meeting venues in the City of Monroe.
- EnviroIssues will coordinate all facility rentals and refreshments as needed.
- EnviroIssues will pay the cost of refreshments directly to outside vendors.
- EnviroIssues will coordinate translation of materials, including review of text to ensure translated messages are accurate, and incorporate translations into materials as needed.
- EnviroIssues will coordinate printing of materials as needed.
- EnviroIssues will cover cost of printing materials for the Sounding Board meeting.
- City of Monroe will pay outside vendors directly for, the list of residents, facility rentals, focus group incentives, and translation services.

***Deliverables:***

- One (1) kick-off planning meeting at the City of Monroe with three (3) consultant staff.

- Preparation and facilitation of up to six (6) one-on-one phone interviews with one (1) consultant staff.
- Preparation of materials for one (1) City Council briefing.
- Preparation and facilitation of up to three (3) focus groups with two (2) consultant staff.
- A written summary of key findings from the one-on-one interviews and focus group conversations.
- Preparation and facilitation for one (1) Sounding Board meeting with two (2) consultant staff.
- One (1) summary of the Sounding Board meeting.

**Schedule:** Completed by May 31, 2020.

### **Task 3: Planning**

The planning task includes developing a communications and outreach plan to guide our work during the engagement phase. It also includes planning and development of materials that will inform Monroe residents and stakeholders about outreach activities. The materials used to promote various engagement activities will include print and online notifications, as well as the development of a participate.online website to collect online feedback. A briefing to City Council will also be scheduled in this phase so members are aware of upcoming engagement activities and how the City will be promoting opportunities for the community to give input.

#### **Assumptions:**

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will develop materials in close coordination with City staff and other stakeholders as appropriate.
- EnviroIssues will design the look and feel for all Vision 2050 informational materials.
- EnviroIssues will develop Vision 2050 key messages to adapt for print and online content.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- EnviroIssues will coordinate the placement of advertisements in the Snohomish Tribune, as needed.
- EnviroIssues will coordinate with the City to submit content or announcements about Vision 2050 activities in the monthly utility bill, as needed.
- City staff will make all updates to City web and social media accounts (e.g. Facebook, Twitter, Instagram, YouTube), as needed.
- EnviroIssues will coordinate with vendors to print materials.

- EnviroIssues will set-up, host and manage a project participate.online website that looks and feels similar to the City's existing website.
- Content for materials and the participate.online site will be based on feedback received during the Assessment phase.
- EnviroIssues will coordinate translation and incorporate into materials as needed. We will review translated materials for cultural relevancy and provide opportunities for City staff to review translations before final approval.
- City of Monroe will pay all major direct costs directly to outside vendors. Costs will be dependent on the outreach activities identified during the assessment phase but could include, printing posters, business cards or large mailings, placing print and online advertisements and/or paying for translation services.
- City staff will deliver project briefing to City Council.

***Deliverables:***

- One (1) draft and one (1) final communications and outreach plan.
- Development of print and online notification materials.
- One (1) draft and one (1) final City Council briefing presentation, including modifications for use at up to two (2) City Council meetings.
- Development of one (1) participate.online site including design, content, set-up, accessibility testing, site deployment and management.

***Schedule:*** Completed by July 17, 2020

**Task 4: Engagement**

The engagement task includes planning and implementation of a series of engagement activities that align with feedback heard from City of Monroe stakeholders during the Assessment phase. Scope will shift as the communications and outreach plan is developed but could include door-to-door engagement and a series of pop-up events and public meetings targeted to English and Spanish speakers. This task also includes a Sounding Board meeting, summarizing City of Monroe values and the draft development of the City of Monroe vision statement.

***Assumptions:***

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.
- EnviroIssues will work closely with City staff on logistics planning for all outreach activities.
- EnviroIssues will provide facilitation for large in-person events, like public meetings.

- EnviroIssues will staff smaller in-person events, like pop-ups at local businesses.
- Outreach opportunities will target both English and Spanish speaking City of Monroe stakeholders.
- EnviroIssues will provide staff proficient in Spanish to support in-language events.
- EnviroIssues will coordinate translation of materials as needed.
- City staff will help EnviroIssues identify and build relationships with community members who are visible and involved with minority communities in the City of Monroe.
- EnviroIssues will track feedback received from engagement activities and share with City staff as needed. Feedback will be incorporated into Task 5 deliverables.
- EnviroIssues will provide a facilitator and note taker for the Sounding Board meeting.
- City of Monroe will pay all major direct costs directly to outside vendors, including facility rentals, and translation services.

***Deliverables:***

- A suite of customized outreach activities developed in collaboration with City of Monroe stakeholders, Staff, City Council members and the Sounding Board with a not-to-exceed price limit of \$34,500. The exact set of activities will be determined during the assessment and planning phase, but for scoping purposes currently includes one (1) door-to-door event to engage business owners and up to seven (7) in-person community events of varying sizes.
- Events will be coordinated to the extent possible with existing Monroe gatherings throughout the summer such as National Night Out and Movies Under the Moon.
- Preparation, attendance and follow-up work for one (1) Sounding Board meeting with two (2) consultant staff.
- One (1) draft City of Monroe community vision statement.
- One (1) draft vision action plan.

***Schedule:*** Completed by September 1, 2020

**Task 5: Evaluation**

The Evaluation task includes an analysis of the feedback received during the Engagement phase and updates to the City of Monroe mission statement and core values. It also includes a final briefing to the City.

***Assumptions:***

- Includes up to five (5) bi-weekly check-ins with City staff.
- Includes ongoing internal check-ins and coordination.

- EnviroIssues will summarize feedback received from the participate.online website and in-person engagement activities.
- EnviroIssues will work closely with City staff and the Sounding Board to finalize the Vision Statement and Action Plan.
- City staff will provide timely (e.g. within five business days, sooner if needed) and coordinated review of all draft materials to streamline production and team efficiency.
- City staff will deliver final project briefing to City Council.

***Deliverables:***

- One (1) draft and one (1) final Vision Statement and Action Plan
- One (1) City Council briefing presentation

***Schedule:*** Completed by October 31, 2020

## EXHIBIT B

### FEE SCHEDULE

#### PAYMENT

Envirolssues shall bill City of Monroe monthly on a time and materials basis indicating the services performed and the cost of such services, with a not-to-exceed total price limit of **\$90,316**.

#### Cost breakdown by task

Staff	Kristine Edens	Alison Peters	Jackie Dagger	PC	Graphics	Dev	Liz Mack
Fully Loaded Billing Rate	\$182.00	\$203.00	\$97.00	\$85.00	\$103.00	\$121.00	\$121.00

TOTAL HOURS	17.0	116.5	251.0	155.5	75.0	21.0	110.5	747
TOTAL LABOR COST	\$3,094.00	\$23,649.50	\$24,347.00	\$13,217.50	\$7,725.00	\$2,541.00	\$13,370.50	\$87,945
TOTAL DIRECT COST								\$2,372
<b>TOTAL</b>								<b>\$90,316</b>

Task 1 Project management								
Total Hours	9.0	10.0	15.0	0.0	0.0	0.0	2.0	36
Total Labor	\$1,636.63	\$2,030.63	\$1,454.78	\$0.00	\$0.00	\$0.00	\$242.46	\$5,364

Task 2 Assessment								
Total Hours	0.0	37.5	40.0	28.5	0.0	0.0	40.5	147
Total Labor	\$0.00	\$7,614.85	\$3,879.41	\$2,418.57	\$0.00	\$0.00	\$4,909.88	\$18,823

Task 3 Planning								
Total Hours	3.0	17.5	45.0	34.0	39.0	21.0	2.0	162
Total Labor	\$545.54	\$3,553.60	\$4,364.33	\$2,885.31	\$4,018.82	\$2,545.86	\$242.46	\$18,156

Task 4 Engagement								
Total Hours	4.0	24.0	130.0	81.0	28.0	0.0	53.0	320
Total Labor	\$727.39	\$4,873.51	\$12,608.07	\$6,873.83	\$2,885.31	\$0.00	\$6,425.27	\$34,393

Task 5 Evaluation								
Total Hours	1.0	27.5	21.0	12.0	8.0	0.0	13.0	83
Total Labor	\$181.85	\$5,584.23	\$2,036.69	\$1,018.34	\$824.37	\$0.00	\$1,576.01	\$11,221

*This cost table assumes the City of Monroe will cover most external vendor expenses (e.g. printing, ad placement, translation services), the cost for facility rentals, focus group incentives, and the purchase of a random digit dial household list. Envirolssues will pay for the cost of printed materials for Sounding Board meetings, door-to-door outreach, refreshments for meetings and the cost of mileage for EI staff vehicles.*

**EXHIBIT D**  
**SUBCONSULTANTS**

None.

## EXHIBIT E

### MONROE CODE OF ETHICS

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

#### **2.52.010 Purpose – Construction.**

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

#### **2.52.020 Definitions.**

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

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

#### **2.52.030 Award of contracts prohibited.**

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

#### **2.52.040 Board of ethics – Public officials.**

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

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

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

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

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

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

#### B. Specific Complaint Against a Public Official.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. In the event the final determination by either the hearings examiner or the ethics board provides that the individual against whom the complaint has been filed has violated the code of ethics, the council shall convene and render its decision within seven days of the receipt of said determination unless an extension is requested by the defendant and granted by council. In the event that the city council members agree by majority vote that one or more of the violations occurred, then as to the violations the city council may take any of the following actions by a

majority vote of the council; provided, that penalties may only be based upon violations alleged in the complaint or amended complaint and not upon other violations discovered during the complaint process:

- a. Admonition. An admonition shall be a verbal nonpublic statement made by the mayor to the individual.
- b. Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved by the city council and shall be signed by the mayor. If the individual objects to the content of such letter, he or she may file a request for review of the letter of reprimand with the city council. The city council shall review the letter of reprimand in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review.
- c. Censure. A censure shall be a written statement administered personally to the individual. The individual shall appear at a time and place directed by the city council to receive the censure. Notice shall be given at least twenty days before the scheduled appearance at which time a copy of the proposed censure shall be provided to the individual. Within five days of receipt of the notice, the individual may file a request for review of the content of the proposed censure with the city council. Such a request will stay the administration of the censure. The city council shall review the proposed censure in light of the report and the request for review, and may take whatever action appears appropriate under the circumstances. The action of the city council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set. It shall be given publicly, and the individual shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears as required.
- d. Removal. In the event the individual against whom the complaint has been filed is a member of a city board, commission, committee, or other multi-member bodies appointed by the mayor with the approval of the city council, the city council may, by a majority vote, remove the individual from such board, commission or committee; provided, however, that nothing in this section authorizes the city council to remove a council member or the mayor from his or her office.

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

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

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

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

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

### **2.52.050 Miscellaneous provisions.**

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

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

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

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

### **2.52.060 Appeal – Penalties for violation.**

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

# Monroe Vision 2050

Your Adventure Starts Here

## Introduction

The City of Monroe (City) invites consultant proposals to conduct a city-wide visioning process (Vision 2050). Consultants will work with the City's diverse population of community members, Chamber of Commerce, school district, businesses, and non-profit organizations to facilitate a community driven visioning process.

The City of Monroe completed a six-year strategic plan and now intends to update the community's vision, core values and mission statement to compliment these efforts and help guide future City resources. The City needs this visioning process to be a collaboration amongst many of the organizations within the community, spreading the responsibility for implementation among a variety of agencies and groups. This visioning process would also include a method for updating, maintaining and evaluating the vision and vision action plan.

## Summary

The City of Monroe intends to complete Vision 2050 with an anticipated timeline of less than twelve months. The process must include extensive, diverse and effective engagement of the public and key stakeholders within the community. The intended outcomes include:

- Identifying and analyzing emerging trends and community issues,
- Articulating core community values,
- Developing a vision statement of the City's ideal future based on community input
- Clarifying the City's role and its mission based on community vision and core values.
- Establishing a vision action plan to implement the vision; and
- Defining a method to revisit and update the vision and vision action plan.

## Schedule

The schedule for the selection of a project consultant team is as follows:

RFP Advertised:	March 4, 2019
RFP Response Deadline:	March 29, 2019 (4:00 PM)
Interviews (if necessary):	April 15 – 19, 2019
Consultant Selection:	April 23, 2019
Contract Authorized:	May 14, 2019
Commence Project:	May 15, 2019

## Submittals

Completed proposals should be addressed to:

Elizabeth Adkisson  
 City Clerk  
 806 W. Main Street  
 Monroe, WA 98290

Proposals must arrive at this address no later than 4:00 PM, Friday, March 29, 2019.

# Monroe Vision 2050

Your Adventure Starts Here

Interested firms shall submit seven (7) copies of their proposals. Combination of digital and hard copies is preferred. The City of Monroe reserves the right to request additional information following a review of the initial submission.

Questions regarding the RFP should be directed to City Administrator, Deborah Knight at [dknight@monroewa.gov](mailto:dknight@monroewa.gov).

## Goals

The City envisions Vision 2050 will:

- Help the City of Monroe articulate what it wants to be in the future, and how the City can position itself to achieve its future potential while still retaining its unique qualities.
- Encourage engagement and spark the interest and excitement of residents, business owners, partners, visitors, City leaders, and staff in the future potential of the City.
- Generate new ideas and discussion about the built environment, sustainability, sense of place, and the City's overall identity.
- Facilitate the revision of the Community Vision, Core Values, and Mission.
- Foster a sense of cohesion around the City strategic direction.
- Transform the conceptual goals of the visioning process into realistic, achievable targets.
- Support periodic review and adjustment to reflect progress towards goals.

## Project Description

The Consultant will facilitate a community visioning process. This process will consist of public meetings, stakeholder group sessions, outreach forums, online survey(s), social media, information booths at local events, discussions with City leaders and staff, and other forums appropriate for outreach and public input.

The City is looking for a blend of involvement and collaborative approaches that will engage those community members that typically are not engaged in civic or community dialogue.

The desired outcome is a vision statement of our future for our community, from our community.

Specific visioning goals may serve as a framework for a future strategic planning process.

This visioning process would also include a method for updating, maintaining and evaluating the vision and vision action plan.

In anticipation of this project, the Mayor may form a steering committee confirmed by the City Council. The steering committee would represent a broad cross section of Monroe stakeholders and oversee the development of the community's vision, core values and mission statement.

# Monroe Vision 2050

Your Adventure Starts Here

## Scope of Work

The successful proposal will:

- Include customized strategies that will be effective within the political and social environment of the community;
- Link the process and outcomes with current and upcoming planning efforts and decision making processes among a variety of organizations within the community;
- Effectively carry out a variety of public outreach methods and activities;
- Use a variety of media, activities and methods to capture, focus and engage citizens, decision makers and other key players; and
- Develop and manage the process to achieve outcomes perceived as balanced and authentic by as many community stakeholders as possible.

## Effective Collaboration and Project Management

Produce the final products and accomplish the project objectives and outcomes in close collaboration with city staff and the steering committee.

Attend steering committee meetings, develop materials, make presentations and produce reports and other documents of key activities and findings.

Develop and make presentations to appointed and elected officials and a wide variety of community groups.

Design, manage and implement public involvement and outreach strategies and revise these if necessary to meet project objectives and achieve outcomes.

Attend a variety of community events.

Work with city staff, steering committee and other stakeholders to develop key messages, implement media-related strategies and refine or reframe those if necessary.

Advise city staff, decision-makers and other key stakeholders regarding media relations and other primary activities. Provide other consulting services relating to the scope of work, such as, meeting facilitation and management, technical analysis, synthesizing information and project management.

## Develop a Communications Plan

The Communication Plan should link with the public outreach and project outcomes and involve key players through the entire process.

This would include marketing and other methods of publicity necessary to increase recognition, build credibility and deepen understanding of the process, its objectives and outcomes within the community. Such approaches may include use of video, print and social media to deliver information to a diverse community in a variety of ways.

# Monroe Vision 2050

Your Adventure Starts Here

## Develop an Outreach Plan

Develop a plan to engage, involve and collaborate directly with the public, including youth and other community stakeholders throughout the entire process. This would consist of innovative or other effective ways to engage community members that do not normally participate.

## Analysis and Findings

Compile and analyze relevant data, identify and evaluate issues, values and concerns held by the community. Identify current, emerging and projected trends and evaluate potential impacts, constraints and opportunities.

## Prepare the Core Values Statement

A “core values” statement would be one of the intended outcomes of the Communication and Outreach Plans. This piece should include an accompanying narrative explaining its development and other relevant information that can serve to deepen understanding and create lasting value.

## Develop the Community Vision Statement

Develop a Community Vision Statement based on the Core Values Statement, and extensive public input.

## Maintenance of Vision Statement and Vision Action Plans

Recommend mechanisms and timeframes for community partners to gather and maintain focus on the vision, core values and mission statement.

In addition to the items listed above, all data, analysis, multi-media materials, master copies (hard and digital) of final products and all other relevant documentation shall be provided to the City in its original format (Word, Publisher, PowerPoint, In-Design, etc.) for project files.

## Additive Alternatives

Consultants are encouraged to submit a core proposal that addresses the Scope of Work defined with this Request for Proposals. Consultants may also propose additive alternatives to the Scope of Work that they believe would significantly improve the project outcomes. In addition, the City is looking for cost saving measures throughout the process. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency, and to highlight any tradeoffs inherent in the suggested alternatives. Both the core proposal and any additive alternatives should include a clear description of the work, reasoning for consideration and a fee proposal.

## Partnership Opportunities

Partnership Opportunities – Lead Consultant: The City recognizes that our needs in this project may require the services of experts with specific skills or from various disciplines. To that end we anticipate possible partnerships among Consultants. It is important that a lead Consultant be identified and all participating Consultants and team members be identified in the Consultant proposal.

# Monroe Vision 2050

Your Adventure Starts Here

## Format Requirements

To be considered, a completed proposal must be submitted on time.

Proposals should be succinct (maximum 15 pages, 10pt font) and well-organized, and provide a not-to-exceed cost for all work described under the Scope of Work broken down by project component. Consultants are encouraged to submit suggestions for cost savings and other ways of promoting cost-efficiency and to highlight any tradeoffs inherent in the suggested alternatives.

Resumes, professional references and other background material may accompany the proposal as attached appendices.

At minimum, the proposal should have the following sections and information:

1. Cover Letter: Provide federal tax identification number, statement of ability to complete the project given current workload, cite any conflicts of interest, and a 90-day guarantee on proposal terms.
2. Consultant Qualifications: Provide an overview of qualifications for all members of the consultant team including but not limited to type of firm and relevant project experience.
3. Project Team: Provide a list of key individuals and staff assigned to this project describing their role and brief description of relevant experience. Include an organizational chart illustrating key personnel, their project assignments and management flow.
4. Approach: Describe how the consultant team will complete the Scope of Work including a detailed schedule. The visioning process must include a variety of interactive public involvement activities. Those submitting proposals are encouraged to suggest revisions to the Scope of Work of this RFP if it is felt the final project could be improved. All suggested changes should be supported with a brief written explanation.
5. Budget: Provide a not-to-exceed cost proposal for all work described under the Scope of Work broken down by project component. This should include a detailed breakdown of Consultant hours per task, hourly rates for all team members (including clerical), budget allocations for each firm, and direct expenses.
6. Appendices (not part of 15-page limit): Resumes of key Consultant staff members and firm references from at least three similar projects including community visioning and/or strategic planning. The reference list should include the name, address, telephone number, title of project, and description of the work performed. For each sub-consultant, provide references from at least three similar projects that can substantiate their relevant experience.

## Evaluation Criteria

The following criteria will be used by the selection committee to evaluate each proposal. Incomplete proposals not meeting the above requirements will be considered nonresponsive.

# Monroe Vision 2050

Your Adventure Starts Here

## 1. Project Understanding - Maximum Score: 10 points

A clear understanding of the nature and objectives of Vision 2050.

## 2. Consultant Team Qualifications - Maximum Score: 30 points.

The Consultant team has the experience, professional skills and resources needed to provide the services to undertake the project successfully and on schedule. Professional references may also provide strong indication of consultant team capabilities.

## 3. Approach - Maximum Score: 30 points

The Consultant team demonstrates an approach which has an effective and clear decision-making process, links all aspects of the scope of work, successfully integrates technical and public involvement activities, completes the project on schedule, offers creative and unique public involvement approaches or tools, and offers cost-efficiencies.

## 4. Budget - Maximum Score: 20 points

The total maximum not-to-exceed budget is to be representative of the Scope of Work defined within this RFP and proposed by consulting firm. Any additional tasks listed outside of the maximum limit will be considered in cost and hours.

## 5. Proposal Clarity - Maximum Score: 10 points

The proposal is clear and presented in a professional and understandable form. The proposal responds to the format requirements and evaluation criteria. The selection committee will review all proposal materials and may confer with professional references identified by proposing Consultant teams.

### **Project Contract**

The selected Consultant will be required to use the City of Monroe Professional Services Agreement, see Attachment "A", and accept all language contained within. Any Proposer that has significant reservations concerning using this agreement should not submit on this request.

### **Evaluation of Proposals**

Proposals will be evaluated based primarily on how well the Consultant's services meet the City's objectives. The City does not intend to enter into an agreement solely on the basis of a submitted proposal or otherwise pay for the information solicited or obtained. Subsequent procurement, if any, will be in accordance with appropriate city contractual action. Noncompliance with any condition of this proposal may result in a recommendation to the City Council that the Proposer be disqualified.

### **Rejection of Proposals**

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-151

<b>SUBJECT:</b>	<b>Confirmation of Housing Action Plan (HAP) Stakeholder Advisory Committee (SAC) Appointments</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Community Development	Anita Marrero	Anita Marrero	New Business #1

**Discussion:** 09/22/2020  
**Attachments:** 1. SAC Applications

**REQUESTED ACTION:** Move to confirm the Mayor’s appointment of: Tony Balk, Jay Bull, Petra Dungan, Junelle Lewis, Rachel Adams, and Mariana Medina to the membership of the Housing Action Plan Stakeholder Advisory Committee.

### POLICY CONSIDERATION

*Per Monroe Municipal Code (MMC) 4.10.030(A), Board, commission, and committee members shall be appointed by the mayor and confirmed by the city council, except as otherwise provided by city ordinance or state statute. City council confirmation on an appointment made by the mayor shall occur only at a regular meeting of the Monroe city council.*

### DESCRIPTION/BACKGROUND

In October 2019, the City of Monroe applied for a Department of Commerce (DOC) grant funded through E2SHB 1923, which provided \$5 million to increase residential building capacity in Washington communities. Of the list of eligible activities, as defined in the bill, the City chose to adopt a housing action plan with a total funding request of \$50,000. The City was awarded the grant on November 5, 2019.

The City Council accepted the grant and the Mayor signed the DOC grant agreement on January 14, 2020. Staff selected a consultant and Council approved the consultant agreement on April 28, 2020.

Housing costs and housing affordability have been an increasingly prominent state and national policy issue since the Great Recession. In Snohomish County, the 2019 Snohomish County Housing Affordability and Regional Task Force (HART) report found that housing affordability has worsened since 2010. From 2010 to 2017:

- The monthly rent for a two-bedroom apartment increased 49.5% from \$901 to \$1,347;
- The price for an average single-family home increased 36.1% from \$400,000 to \$544,449;
- During that same period, median household income increased only by 17.7%.

Population growth driven by the State’s strong economy increased the demand for, and cost of, both rental and owner occupied housing. By comparison, wage growth outside of the tech industry has not kept up with these housing cost increases.

The Washington State legislature has been particularly active the past few years in considering and/or passing housing related legislature. Certain legislature has provided increased funding for housing programs (e.g. State Housing Trust Fund); other recent legislation has reduced Cities’



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-151*

ability to create limiting regulations for certain accessory dwelling units and also the operation of homeless encampments by religious organizations.

Still other legislation, which did not pass in 2020, sought to pre-empt local land use authority and require certain types of housing such as duplexes, triplexes, quadplexes, sixplexes, and courtyard apartments be allowed in areas zoned for single-family residential use.

HB 1923, passed in 2019, took an incentive approach. Rather than mandate certain requirements be adopted (as the bill originally proposed), HB 1923 allows local jurisdictions to work collaboratively with their communities to develop a Housing Action Plan to include housing recommendations and strategies appropriate to their jurisdiction. It also provides funding to support these efforts.

### **HOUSING ACTION PLAN**

The goal of a housing action plan is to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family market.

The City of Monroe has planned for growth in the Comprehensive Plan. Growth targets require a population capacity of 24,754 in 2035. With the new density limits under the newly adopted Unified Development Regulations (UDR), Monroe now has a population capacity of 25,306 in 2035.

Although the City has the capacity to accommodate growth, the challenge is creating opportunities for non-profit and for-profit developers to build a variety of housing developments for all income levels. Pursuing a Housing Action Plan will provide the City with a clear vision and strategies to increase residential building capacity and/or streamline regulations.

As part of the Housing Action Plan, the city will focus on the following strategies:

- Helping people stay in affordable housing
- Creating a variety of housing choices
- Creating more affordable housing
- Unlock housing supply by making it easier to build
- Identify public lands for housing opportunities

Public involvement will be key in this process. The City wants to hear from all groups who have an interest in affordable housing and residents from all income levels. The Affordable Housing Committee will be able to provide input on proposed strategies as well as the Planning Commission.

The Housing Action Plan will provide guidance to the City when planning for the future and will be instrumental when drafting the Housing Element of the mandated Comprehensive Plan 2024 Update.

The City hopes that the Housing Action Plan will stimulate development of new housing, preserve existing affordable housing, and improve the overall quality of life in the City. Addressing the affordable housing crisis is a top priority for the City and the goal is to create an inclusionary community through quality development and collaboration.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-151*

Staff has been working with the consultant to create a project charter, public participation plan, schedule, and project website. The consultant is currently working on the Housing Needs Assessment. Housing needs assessments typically involve a housing inventory, household characteristics (e.g. size, income, housing costs), population and employment forecasts, and an evaluation of needs for all demographic and economic segments of the community. This information is consistent with Growth Management Act (GMA) data requirements.

### **GOALS AND OBJECTIVES**

#### Goals

- Assess Monroe's housing needs.
- Through a comprehensive public engagement process, develop a strategy addressing housing needs for the citizens of Monroe.
- Prepare a HAP that is consistent with the housing element of the City's Comprehensive Plan and addresses goals and policies.

#### Objectives

- Develop strategies and recommendations to increase the supply and types of housing needed, in Monroe.
- Develop zoning, regulatory, and incentive strategies to support housing that meets the needs of Monroe.
- Evaluate and refine existing housing policies and actions.
- Develop recommendations for improvement based on housing needs assessment data.
- Identify a schedule of programs/actions to implement the recommendations of the HAP.
- Create a collaborative process that is inclusive and focused on housing solutions.

### **STAKEHOLDER ADVISORY COMMITTEE (SAC)**

The SAC will be made up of key individuals who represent various organizations and groups who have a vested interest in housing needs and availability. The SAC will "meet" either in-person or web-conference at periodic intervals throughout the HAP project. It is expected, at a minimum, that the SAC will hold at least 3 meetings:

1. Kick-off meeting – project discussion, goals/objectives, issues/challenges.
2. Draft Housing Needs Assessment (HNA) – Review and comment on findings and data.
3. Draft Housing Action Plan – Review and comment on policy recommendations.

Upon completion of the application and selection process, the following individuals have been selected by the Mayor to serve on the Housing Action Plan Stakeholder Advisory Committee:

- Tony Balk
- Jay Bull
- Petra Dungan
- Junelle Lewis
- Rachel Adams
- Mariana Medina

This is a temporary committee and is not subject to the term of service provisions. Per MMC 4.10.010(B), Temporary boards, commissions, and committees and those formed for a special purpose of limited duration by ordinance or otherwise shall not be subject to the term of service provisions of this chapter. Such temporary boards shall not terminate until the duty assigned to them is accomplished and the council receives its final report, or upon dissolution by the council.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-151*

### **FISCAL IMPACTS**

The \$50,000 grant awarded to and accepted by the City has no match requirement. The grant is reimbursement based. Qualified expenditures made by the City are not to exceed the grant award amount of \$50,000.

### **TIME CONSTRAINTS**

The Commerce deadline for adoption of the HAP is June 30, 2021.

### **ALTERNATIVES**

Choose not to confirm one or more of the appointments, and provide direction to the Mayor and Staff to solicit additional applicants.



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: Tony Balk E-MAIL ADDRESS: [REDACTED]

HOME ADDRESS: [REDACTED]

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ CELL PHONE: [REDACTED]

DO YOU RESIDE WITHIN MONROE CITY LIMITS?<sup>1</sup> YES:  NO: \_\_\_\_\_

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: Housing Action Plan Advisory

ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? \_\_\_\_\_ IF YES, 2ND CHOICE: \_\_\_\_\_ 3RD CHOICE: \_\_\_\_\_

PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: Monroe City Council 2000-2011

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? Since the 1970's I have been involved in creating resources, changing public polices, and raising awareness in increasing the availability of affordable housing.

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? I, also, have been involved in other efforts to reduce poverty. I have been a Hospital Commissioner at Evergreenhealth Monroe.

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? I am presently a member and former chairperson of Snohomish County's Community Service Council.

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? My long term commitment to reducing poverty coupled with my various leadership roles in goverment, non-profits and nieghborhoods will be valuable in shaping the plan.

<sup>1</sup> 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; MMC Chapter 2.

Please submit completed applications to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272; [gpfister@monroewa.gov](mailto:gpfister@monroewa.gov); please contact the Deputy City Clerk for more information at 425-967-1272.



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

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ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? yes  
AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? yes

SIGNATURE: Tony Ball DATE: 9/2/2020



**CITY OF MONROE**  
**BOARDS AND COMMISSIONS APPLICATION – PAGE 1**

NAME: Jay Bull E-MAIL ADDRESS: [REDACTED]  
HOME ADDRESS: [REDACTED]  
HOME PHONE: [REDACTED] BUSINESS PHONE: [REDACTED] CELL PHONE: [REDACTED]  
DO YOU RESIDE WITHIN MONROE CITY LIMITS?<sup>1</sup> YES: X NO: \_\_\_\_\_

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: HAP Advisory Committee

ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? \_\_\_\_\_ IF YES, 2ND CHOICE: \_\_\_\_\_ 3RD CHOICE: \_\_\_\_\_

PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: Planning Commission

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? In interested in finding solutions to the lack of affordable housing in Monroe.

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? \_\_\_\_\_

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? I've been in banking for 34 years and have accumulated a significant amount of experience with real estate financing

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? \_\_\_\_\_

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# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? Yes

AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? Yes

SIGNATURE: \_\_\_\_\_

*Jay Bull*

DATE: \_\_\_\_\_

*9/10/2020*

**Please submit completed applications to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272; [gpfister@monroewa.gov](mailto:gpfister@monroewa.gov); please contact the Deputy City Clerk for more information at 425-967-1272**



CITY OF MONROE
BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: Petra Q. Dungan E-MAIL ADDRESS: [redacted]
HOME ADDRESS: [redacted]
HOME PHONE: BUSINESS PHONE: CELL PHONE: [redacted]
DO YOU RESIDE WITHIN MONROE CITY LIMITS?1 YES: X NO:

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: Housing Action Plan Project
ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? IF YES, 2ND CHOICE: 3RD CHOICE:
PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: Board of Ethics city of monroe, not sure of years

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? Serving the community. Helping Monroe to be a desirable place to live.
[redacted]

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? Currently on the board of Monroe YMCA and Monroe Kiwanis. Former board member for Monroe Board of Ethics.
[redacted]

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION?
[redacted]

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION?
[redacted]

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; MMC Chapter 2.

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# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

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ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? yes  
AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? yes

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please submit completed applications to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272; [gpfister@monroewa.gov](mailto:gpfister@monroewa.gov); please contact the Deputy City Clerk for more information at 425-967-1272



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: Junelle Lewis E-MAIL ADDRESS: [REDACTED]

HOME ADDRESS: [REDACTED]

HOME PHONE: [REDACTED] BUSINESS PHONE: \_\_\_\_\_ CELL PHONE: [REDACTED]

DO YOU RESIDE WITHIN MONROE CITY LIMITS?<sup>1</sup> YES:  NO: \_\_\_\_\_

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: Housing Action Plan Advisory

ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? n/a IF YES, 2ND CHOICE: \_\_\_\_\_ 3RD CHOICE: \_\_\_\_\_

PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: n/a

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? When I moved here to Monroe, housing was something my family struggled with. It is my desire to help w/ that need here in our community by being on this committee. Housing is definitely a basic need and brings a community together if the right resources are used.

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? I've lived in this community for almost three years and through sports activities / church / work have met amazing people. Being an office manager, I come into contact w/ many people who have different family dynamics.

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? \_\_\_\_\_

Empathy is a special skill of mine. At one point in my life I was a single mom on state programs. I know how it is to experience struggle and that's important when dealing w/ those who do.

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? \_\_\_\_\_

I love people and love making a positive impact in the lives of others. Serving the Monroe community will definitely be a pleasure.

<sup>1</sup> 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; [MMC Chapter 2](#).

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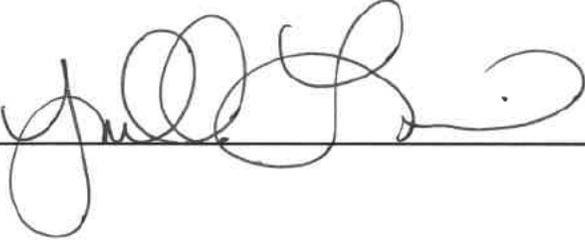


# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

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ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? yes  
AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? yes

SIGNATURE:  DATE: 8/28/2020



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

DO YOU RESIDE WITHIN MONROE CITY LIMITS?<sup>1</sup> YES: \_\_\_\_\_ NO: \_\_\_\_\_

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? \_\_\_\_\_ IF YES, 2ND CHOICE: \_\_\_\_\_ 3RD CHOICE: \_\_\_\_\_

PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: \_\_\_\_\_

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> 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; [MMC Chapter 2](#).

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



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

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ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? \_\_\_\_\_

AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 1

NAME: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

DO YOU RESIDE WITHIN MONROE CITY LIMITS?<sup>1</sup> YES: \_\_\_\_\_ NO: \_\_\_\_\_

BOARD OR COMMISSION FOR WHICH YOU ARE APPLYING: \_\_\_\_\_

ARE YOU INTERESTED IN SERVING ON ANOTHER BOARD/COMMISSION IF NOT CHOSEN FOR THE ABOVE? \_\_\_\_\_ IF YES, 2ND CHOICE: \_\_\_\_\_ 3RD CHOICE: \_\_\_\_\_

PLEASE LIST ANY PREVIOUS CITY APPOINTMENTS/OFFICES: \_\_\_\_\_

WHY ARE YOU INTERESTED IN SERVING IN THIS POSITION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHAT COMMUNITY ACTIVITIES OR OTHER EXPERIENCE DO YOU BRING TO THIS POSITION, INCLUDING LEADERSHIP ROLES? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DO YOU HAVE ANY SPECIAL SKILLS OR EXPERTISE APPLICABLE TO THIS POSITION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY ADDITIONAL COMMENTS/INFORMATION YOU WISH TO PROVIDE FOR CONSIDERATION? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> *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; [MMC Chapter 2](#).*

**Please submit completed applications to: Deputy City Clerk, City of Monroe, 806 West Main Street, Monroe, WA 98272; [gpfister@monroewa.gov](mailto:gpfister@monroewa.gov); please contact the Deputy City Clerk for more information at 425-967-1272.**



# CITY OF MONROE

## BOARDS AND COMMISSIONS APPLICATION – PAGE 2

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ARE YOU AWARE OF THE MEETING SCHEDULE FOR THIS BOARD/COMMISSION? \_\_\_\_\_

AND ARE YOU AVAILABLE TO ATTEND REGULARLY SCHEDULED MEETINGS? \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# MONROE CITY COUNCIL

## Agenda Bill No. 20-152

<b>SUBJECT:</b>	<b>Ordinance No. 008/2020, Amending MMC 2.60, Emergency Management; First Reading</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/22/2020	Public Works	Brad Feilberg	Brad Feilberg	New Business #2

**Committee, PS:** 03/03/2020  
**Discussion:** 09/22/2020  
**First Reading:** 09/22/2020  
**Attachments:** 1. Proposed Ordinance No. 008/2020

**REQUESTED ACTION:** Move to accept as first reading Ordinance No. 008/2020, amending Chapter 2.60 MMC, Emergency Management; providing for severability; and establishing an effective date.

### POLICY CONSIDERATIONS

*Per RCW 35A.11.020 the City Council may adopt ordinance regulating municipal affairs and appropriate to the good government of the city.*

### DESCRIPTION/BACKGROUND

The state legislature, and subsequently the voters, approved an amendment to the Article II, Section 42 of the State Constitution at the November 2019 general election. This amendment added “catastrophic incident” to “enemy attack” to the situations when the legislature can take certain actions. This triggered a staff review of chapter 2.60 MMC originally adopted in 2002 with only minor changes since.

#### Summary of changes:

- Reformatted code to flow better.
- Combined definitions into a definitions section.
- Increase suggested preparedness to two weeks.
- Changed definition of Emergency or Disaster to combine RCW 38.52 and RCW 39.04 definitions.
- Clarified roles of Council and Mayor regarding proclamations and emergency executive orders.
- Added examples to the Mayors duties.
- Added provisions for an Emergency Management Coordinating Committee.

RCW 38.52.070(1) and WAC 118-30-040(1) require the City of Monroe to establish an emergency management organization.

### IMPACT – BUDGET

No significant budget impact.

### TIME CONSTRAINTS

None.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-152*

### **ALTERNATIVES**

Do not accept for first reading and provide direction regarding areas of concern.

**CITY OF MONROE  
ORDINANCE NO. 008/2020**

AN ORDINANCE OF THE CITY OF MONROE,  
WASHINGTON, AMENDING CHAPTER 2.60 EMERGENCY  
MANAGEMENT; PROVIDING FOR SEVERABILITY; AND  
FIXING A TIME WHEN THE SAME SHALL BECOME  
EFFECTIVE.

WHEREAS, the City of Monroe has a local organization for emergency management, and has adopted and codified regulations governing said utilities at Chapter 2.60 MMC; and

WHEREAS, the City Council desires to amend said regulations;

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

Section 1. Amendment to Chapter 2.60 MMC. Chapter 2.60 of the Monroe Municipal Code is hereby amended as follows:

Chapter 2.60  
EMERGENCY MANAGEMENT

Sections:

- 2.60.010 Purpose.
- 2.60.020 Emergency management policy.
- 2.60.030 **Definitions**~~((Emergency management defined))~~.
- 2.60.040 **Mayor – Duties and powers**~~((Emergency or disaster defined))~~.
- 2.60.050 **Emergency or disaster proclamation**
- 2.60.060 **Mayor - Succession**~~((Emergency management director defined))~~.
- 2.60.070 **Local organization for emergency management**~~((Emergency management plan))~~.
- 2.60.080 Emergency management **director**~~((program))~~.
- 2.60.090 **Comprehensive emergency management plan**~~((Mayor – Duties and powers))~~.
- 2.60.100 **Emergency management coordinating committee** ~~((Mayor – Succession))~~.
- ~~((2.60.100 – Emergency management director – Powers and duties.~~
- ~~2.60.110 – Functions and duties of department employees.))~~

Update 09/15/2020

- 2.60.120 Private liability.
- 2.60.130 Violation – Penalties.
- 2.60.140 Severability.
- 2.60.010 Purpose; **construction.**

The declared purposes of this chapter are to:

- 1.** Provide for the preparation and carrying out of plans for emergency mitigation, preparedness, response, and recovery for persons and property within the city of Monroe in the event of an emergency or disaster; and to
- 2.** Provide for the coordination of emergency functions and services of the city of Monroe with all other public agencies and affected private persons, corporations, and organizations.

Any expenditure made in connection with such emergency management activities, including mutual aid activities, **planning, training, and exercises;** shall be deemed conclusively to be for the direct protection and benefit of ~~((the inhabitants))~~ **persons** and property within the city of Monroe.

**This chapter shall be construed and administered in accordance with applicable state law, including without limitation chapter 38.52 RCW and chapter 39.04 RCW.**

- 2.60.020 Emergency management policy.

It is the policy of this city to make effective preparation and use of staff, resources, and facilities for dealing with any emergency or disaster that may occur. Disasters and emergencies by their very nature may disrupt or destroy existing systems and the capability of the city of Monroe to respond to protect life, public health, property, **economic well-being** and essential city services. Therefore, ~~((citizens))~~ **residents** are advised to be prepared to be on their own for **at least two weeks** ~~((up to seventy-two hours))~~ should an emergency or disaster occur.

- 2.60.030 **Definitions** ~~((Emergency management defined)).~~

~~((“Emergency management” shall mean the preparations for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to and recover from emergencies and disasters, and to aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or manmade, and to provide support for search and rescue operations for persons and property in distress.))~~

- 2.60.040 ~~Emergency or disaster defined.))~~

**In this chapter, unless the context clearly requires otherwise,**

- A.** “Emergency” or “disaster” ~~((as used in this chapter shall))~~ means **an event or set of circumstances which:**

- 1. Present a real, immediate threat to the proper performance of essential functions and services; or**

2. ~~((A) demands))~~ **Demands** immediate action to preserve public health, protect life, protect property, **maintain economic well-being,** or to provide relief to any area within the city~~((stricken neighborhood overtaken by such occurrences));~~ or
  3. **Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken; or**
  4. ~~((B) reaches))~~ **Reaches** such a dimension or degree of destructiveness as to warrant the **mayor or** city council proclaiming **an** emergency~~((the existence of a disaster))~~ or the Governor **proclaiming**~~((declaring))~~ a state of emergency **pursuant to RCW 43.06.010**~~((in accordance with appropriate local and state statute))~~.
- B. "Emergency management" means the preparations for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible,**
1. **To mitigate, prepare for, respond to and recover from emergencies and disasters;**
  2. **To aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or human caused, and**
  3. **To provide support for search and rescue operations for persons and property in distress pursuant to chapter 38.52 RCW.**
- C. "Director" means the emergency management director for the city of Monroe.**
- D. "Office" means the city of Monroe emergency management office.**

**2.60.040 Mayor – Duties and powers.**

- A. To the maximum extent allowed by law, the mayor shall have general responsibility for and control of the administration and operation of the emergency management office and for the emergency operations of the city.**
- B. To the maximum extent allowed by law , the mayor is hereby empowered to:**
  - A. Delegate emergency management functions to the director;**
  - B. Direct coordination and cooperation between departments and staff of the departments of this city in carrying out the provisions of emergency management plans, and to resolve questions of authority and responsibility that may arise among them;**
  - C. Recommend for adoption by the city council emergency management plans and mutual aid plans and agreements;**
  - D. Facilitate and participate in the city's compensation board for processing claims as provided in Chapter 38.52 RCW;**

- E. Issue a proclamation of the existence or threatened existence of an emergency, pursuant to MMC 2.60.050;
- F. To take such other actions as are provided for the executive head of a political subdivision by the Washington Emergency Management Act, chapter 35.82 RCW or other applicable state law.

**2.60.050 Emergency or disaster proclamation.**

- A. Whenever an emergency or disaster and threatens or results in the death or injury of persons, the destruction of property, or the environment, to such an extent as to require, in the judgment of the mayor, extraordinary measures to protect the public peace, safety, welfare, and economic wellbeing, the mayor may proclaim in writing the existence of such emergency.
- B. In the event of the proclamation of an emergency, to the maximum extent allowed by law, the mayor is empowered:
  - 1. To issue, amend, and rescind orders on matters reasonably related to the protection of life, property, and economic well-being as affected by such emergency including but not limited to:
    - a. An order directing evacuation or clearing of debris and wreckage caused by an emergency or disaster from publicly and privately owned lands and waters;
    - b. An order imposing and modifying a general curfew applicable to the City of Monroe as a whole, or to any geographical area or areas of the City of Monroe during any hours, as the executive deems necessary;
    - c. An order requiring any or all business establishments to close and remain closed until a further order;
    - d. An order closing to the public any or all public places including but not limited to, streets, alleys, public ways, schools, parks, beaches, amusement areas and public buildings;
    - e. An order temporarily suspending City of Monroe permit procedures for public work projects, as defined by RCW 39.04.010, responding to conditions of the emergency or for restoration of public facilities damaged as a result of the emergency, PROVIDED, that all projects must comply with all applicable code requirements; and
    - f. Any other orders as are imminently necessary for the protection of life, property, and the economic well-being of residents and businesses;
  - 2. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection life, property, and the economic well-being of residents and businesses and to bind the

city for the fair value thereof, and, if required immediately, to commandeer the same for public use;

3. To utilize the services, equipment, supplies, and facilities of existing departments, offices, and agencies of the state, political subdivisions, and all other municipal corporations thereof including but not limited to districts and quasi municipal corporations organized under the laws of the state of Washington to the maximum extent practicable. The officers and personnel of all such departments, offices, and agencies are directed to cooperate with and extend such services and facilities to the Monroe emergency management office upon request notwithstanding any other provision of law;
  4. To command the aid of as many persons within the city as may be deemed necessary; except for first informer broadcasters; such persons are entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers, pursuant to Chapter 38.52 RCW;
  5. To execute all of the special powers conferred upon the mayor by this chapter, or by any other statute, agreement or lawful authority, as necessary.
- C. Any orders issued by the mayor pursuant to this chapter shall be presented at the earliest practicable time to the city council. Such orders shall remain in effect until cancelled, suspended, or upon the issuance of a proclamation ending the emergency unless terminated by ordinance.
- D. Proclamations issued by the mayor pursuant to this chapter shall be presented at the earliest practicable time to the city council. Such proclamations shall remain in effect until issuance of a proclamation ending the emergency unless terminated by ordinance.
- E. Upon receipt of an emergency proclamation or order the city council shall confirm the proclamation or order by motion or terminate such proclamation or order by ordinance.

#### 2.60.060 Mayor – Succession.

For the purposes of this chapter and when acting as the executive head for purposes of chapter 38.52 RCW the order of succession shall be:

- A. Mayor; if absent, or unable to perform the duties, then;
- B. Mayor pro tem; if absent, or unable to perform the duties, then;
- C. City administrator; if absent, or unable to perform the duties, then;
- D. Emergency management director; if absent, or unable to perform the duties, then;
- E. Police chief; if absent, or unable to perform the duties, then;

- F. City Clerk; if absent, or unable to perform the duties, then;
- G. Finance director; if absent, or unable to perform the duties, then;
- H. Public Works Director; if absent, or unable to perform the duties, then;
- I. Community Development Director; if absent, or unable to perform the duties, then;
- J. Parks & Recreation Director; if absent, or unable to perform the duties, then;
- K. Human Resources Director.

**2.60.070 Local organization for emergency management.**

- A. As authorized and directed by RCW 38.52.070, the City of Monroe hereby establishes a local organization for emergency management. This organization shall be known as the Monroe Emergency Management Office.

**2.60.080((050)) Emergency management director((defined)).**

- ~~A. The mayor shall designate an emergency management director, ((, who shall be responsible for the organization, administration, and operation of the Monroe emergency management office, subject to the direction and control of the mayor and to legal requirements.))~~

- B. Subject to the direction and control of the mayor, as applicable, and to applicable legal requirements, the emergency management director is responsible for:**

- 1. The organization, administration, and operation of the office;**
- 2. The preparation, maintenance, and implementation of emergency management plans of the city;**
- 3. Representing the city of Monroe in dealing with issues pertaining to emergency management; and**
- 4. Performing all functions vested in the director by Chapter 38.52 RCW or other applicable state law.**

**2.60.090((060)) Comprehensive e((E))mergency management plan.**

The **comprehensive** emergency management plan prepared by the emergency management director and promulgated by the mayor is the official emergency management plan of the city of Monroe. The emergency management director shall file a copy of said plan in the office of the city clerk, and distribute copies of said plan to appropriate city departments; **and to the state division of emergency management per WAC 118-30-040(2).**

**2.60.100 Emergency management coordinating committee.**

**There shall be an emergency management coordinating committee consisting of representatives of city departments, subject matter experts, and community stakeholders who have a key role or responsibility in emergency mitigation, prevention, protection, preparedness, response, or recovery.**

- A. The city of Monroe emergency management coordinating committee is hereby established. Except as otherwise provided by state law, the committee shall be the coordinating body for emergency management issues. The committee shall act in an advisory capacity to the emergency management office to promote, advise, assist, and review emergency management issues and to enhance preparedness for city of Monroe employees and the departments that they serve.**
- B. The committee shall consist of regular members and ad hoc members, as follows:**
- 1. Regular members shall be at least one representative from each city department as designated by the head of each department;**
  - 2. Ad hoc members may include subject matter experts, and community stakeholders who have a key role or responsibility in emergency mitigation, prevention, protection, preparedness, response, or recovery, as needed.**
- C. The director shall chair the emergency management coordinating committee.**
- D. The emergency management coordinating committee shall meet at the places and times as shall be prescribed by the director, no less than quarterly, and shall:**
- 1. Address issues and concerns relating to emergency preparedness, planning, response, and mitigation brought forward by members on behalf of the department or agency they represent;**
  - 2. Assist in the review, development, and maintenance of the comprehensive emergency management plan;**
  - 3. Assist in the review, development, and maintenance of department and agency continuity of operations plans;**
  - 4. Participate in regional strategic planning to identify and document objectives that will strengthen resilience;**
  - 5. Assist in the review, development, and maintenance of any other plans, programs, rules and policies concerning emergency management.**
  - 6. Strategically plan and build capabilities for city-wide emergency preparedness;**
  - 7. Recommend expenditures for disaster preparations and training.**
- E. The emergency management office may convene subcommittees of the emergency management committee as necessary to focus greater attention to any specific emergency management initiatives.**

~~((2.60.070 — Emergency management program.~~

~~The emergency management program of the city of Monroe is hereby created, and shall consist of:~~

~~A. The mayor, who shall be the administrative head of and have direct responsibility for the organization, administration and operation of the emergency management program for the city of Monroe and for the emergency operations of the city.~~

~~B. The emergency management director shall develop and maintain the emergency management plan and program of the city, and shall have such other duties as may be assigned by the mayor.~~

~~C. The city may establish its own department of emergency management, or be a member of a joint local organization pursuant to Chapter 38.52 RCW.~~

~~2.60.080 — Mayor — Duties and powers.~~

~~The mayor is hereby empowered to:~~

~~A. Request the city council to proclaim the existence, or threatened existence, of a disaster and the termination thereof or to issue such proclamation, if the city council is not in session, subject to confirmation by the city council at the earliest practicable time;~~

~~B. Direct coordination and cooperation between departments and staff of the departments of this city in carrying out the provisions of the emergency management plan, and to resolve questions of authority and responsibility that may arise among them;~~

~~C. Recommend for adoption by the city council emergency management plans and mutual aid plans and agreements;~~

~~D. In the event of the proclamation of a disaster as herein provided, or the proclamation of a state of extreme emergency by the Governor or the State Director of Emergency Management, the mayor is hereby empowered:~~

~~1. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;~~

~~2. To obtain vital supplies, equipment and such other properties found lacking and needed for the protection of the life and property of the people and to bind the city for the fair value thereof, and, if required immediately, to commandeer the same for public use;~~

~~3. To control and direct the efforts of the emergency management organization of this city for the accomplishment of the purposes of this chapter;~~

~~4. To require emergency services of any city officer or employee and, in the event of the proclamation of a state of extreme emergency by the Governor in the region in which this city is located, to command the aid of as many citizens of this city as may be deemed necessary in the execution of the mayor's duties; such persons to~~

~~be entitled to all privileges, benefits and immunities as are provided by state law for registered emergency workers, pursuant to Chapter 38.52 RCW;~~

~~5. To requisition necessary personnel or material of any city department or agency;~~

~~6. To execute all of the special powers conferred upon the mayor by this chapter, or by any other statute, agreement or lawful authority, as necessary.~~

#### ~~2.60.090 — Mayor — Succession.~~

~~For the purpose of the city of Monroe emergency management program, the issuance of emergency proclamations, and the performance of duties as outlined in MMC 2.60.080, the order of succession shall be:~~

~~A. Mayor; if incapacitated or unavailable then;~~

~~B. Mayor pro tem; if incapacitated or unavailable then;~~

~~C. City administrator; if incapacitated or unavailable then;~~

~~D. Emergency management director; if incapacitated or unavailable then;~~

~~E. Finance director; if incapacitated or unavailable then;~~

~~F. Police chief.~~

#### ~~2.60.100 — Emergency management director — Powers and duties.~~

~~The emergency management director is hereby empowered to:~~

~~A. Represent the city of Monroe in dealing with issues pertaining to emergency management;~~

~~B. Prepare, maintain, and implement the emergency management plan of the city and manage the day-to-day responsibilities of the emergency management program activities of the city.~~

#### ~~2.60.110 — Functions and duties of department employees.~~

~~The city council hereby assigns to the various departments and to the officers and employees thereof the functions, duties and powers set forth in the emergency management program referenced in MMC 2.60.070.~~

#### ~~2.60.120 — Private liability.~~

~~No individual, firm, association, corporation or other party owning, maintaining or controlling any building or premises who voluntarily and without compensation grants to the city of Monroe a license or privilege or otherwise permits said city to inspect, designate and use the whole or any part or parts of such building or premises for the purpose of sheltering persons during an actual, impending, mock or practice emergency or disaster, or their successors in interest, or the agents or employees of any of them shall be subject to liability for injuries sustained by any person while in or upon said building or premises as a result of any act or omission in connection with the upkeep or maintenance thereof, except a willful act of misconduct, when such a person has entered or gone into or upon said building or premises for the purpose of seeking refuge therein during an emergency or disaster or an attack by enemies of the United States or during a disaster drill, exercise or test ordered by a lawful authority.))~~

Update 09/15/2020

2.60.130 Violation – Penalties.

Any person who:

A. Willfully obstructs, hinders, or delays any ~~((member of the emergency management organization))~~ **emergency worker as defined in RCW 38.52.010** in the enforcement of any lawful rule or regulation issued pursuant to this chapter or in the performance of any duty imposed upon such member by virtue of this chapter;

B. Does any act forbidden by any lawful rules or regulations issued pursuant to this chapter if such act is of such a nature as to give or be likely to give assistance to the enemy, or to imperil the lives or property of inhabitants of this city, or to prevent, hinder or delay the defense or protection thereof;

C. Wears, carries or displays, without authority, any means of identification specified by the **Monroe emergency management office or state division of emergency management**~~((emergency management agency of the state))~~; shall be in violation of the provisions of this chapter and shall be guilty of a misdemeanor, and any person found guilty thereof shall be punished by a fine not to exceed one thousand dollars or imprisonment in jail not to exceed ninety days or by both such fine and imprisonment, in the discretion of the court.

2.60.140 Severability.

If any portion of this chapter as now or hereafter amended, or its application to any person or circumstances, is held invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole, or any section, provision or part thereof not adjudged to be invalid or unconstitutional and its application to other persons or circumstances shall not be affected.

Section 2. 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 22, 2020

CITY OF MONROE, WASHINGTON:

Adoption:

Published:

Effective:

\_\_\_\_\_  
Geoffrey Thomas, Mayor

(SEAL)

Update 09/15/2020

ATTEST:

APPROVED AS TO FORM:

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Rabecca R. Hasart, Interim City Clerk

---

J. Zachary Lell, City Attorney



806 West Main Street  
Monroe, WA 98272-2198  
(360) 794-7400 Fax: (360) 794-4007  
www.monroewa.gov

## MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight

FROM: Becky Hasart, Finance Director

DATE: September 22, 2020

RE: **August 2020 Finance Department Monthly Report**

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Please find attached the August 2020 financial monthly report. Straight line trending would be sixty six point three percent (66.3%). Revenues and expenditures have been volatile to date. This volatility is directly related to COVID (further discussion below).

Miscellaneous revenues are trending higher than expected due to the early call outs of some of the City's long term investments. It is anticipated that future returns will be low, reflective of the decrease in interest rates enacted by the Federal Reserve.

Intergovernmental Revenues are behind budgeted expectations. However, this category includes the PUD Privilege Tax, which is received once per year in September, and includes the anticipated CARES Act reimbursements. Expectations are once these revenues are received, this revenue category will meet budget expectations.

General Fund revenues, after adjustment for budgeted transfers and reimbursable COVID related costs, are ahead of expenditures by \$441,834 through August. This is due to staff compliance with the Mayor's directive to manage expenses per the budget amendment and within the City's overall strategic needs. The 2020 Budget Amendment was finalized on August 25, 2020 and the attached report reflects the changes.

The 2020 Sales Tax, 2020 REET, and 2020 Lodging Tax reports are attached for your review. All three have been adjusted based on the adopted 2020 Budget Amendment. Revenues continue to remain volatile but will be watched closely.

The balance sheet report for August 2020 is included in this report.

The City's fiscal and accountability audit for 2019 is still in progress but expected to be completed within the next two weeks. Once complete, an exit will be schedule for a City Council business meeting.

### COVID-19

The Mayor has directed staff to continue reviewing their budgets to help identify potential adjustments that can be made within the City's overall strategic needs. The Mayor has also directed, through Emergency Order 2020-007, that all new contracts and capital purchases be suspended until those contacts and capital purchases can be analyzed

with Deborah Knight within the context of the adopted 2020 Budget Amendment. This has resulted in keeping expenditure outflows under revenue inflows, specifically for the General Fund.

#### Investment Report

The August 2020 investment report is attached for your convenience. Interest rates continue to decrease in the current environment, which is reflected in our short term investments (LGIP and Opus Bank). These rates continue to be volatile based on national and world events (Covid-19 concerns, various new international tariffs, changes in international leadership, etc.). We had one investment called early during August, but did purchase three new investments to maintain our due date ladder strategy.

#### Donation Report

The August 2020 Donation report is attached for your convenience. Donations received during August, both monetary and in kind, are reflected on the attached.

#### Passport Services

Due to COVID-19, passport services have been suspended for the foreseeable future.



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## MEMORANDUM

TO: Monroe City Council, Mayor Thomas, and City Administrator Knight  
FROM: Becky Hasart, Finance Director  
DATE: September 22, 2020  
RE: **Finance Monthly Report – August Professional Services Agreements**

---

Per the City of Monroe Procurement Policies and Procedures Manual, the following are the professional (personal) services contracts executed during the month of August 2020:

- Sky Northwest Inc. – \$27,129  
Boys & Girls Club interior painting
- Pacific Air Control - \$307  
B&GC HVAC Repair – Relocation project – change order
- Lakeside Industries, Inc.– \$28,065  
Village Way preleveling course
- Land Development Consultants, Inc. - \$30,000  
Monroe Annexations
- MFR Coaching and Consulting – \$3,500  
Training and Assessment Report

Thank you.

**City of Monroe - August 2020 (66.6%)**

General Fund Revenues	2020	Year-to-Date	% of	2019	Year-to-Date	% of
	Budget	08/31/2020	Budget	Budget	08/31/2019	Budget
Property Tax	3,248,041	1,783,496	54.9%	3,201,628	1,714,335	53.5%
Sales Tax	5,716,390	4,094,070	71.6%	5,791,928	4,112,284	71.0%
Admissions Tax	31,330	31,331	100.0%	115,000	53,125	46.2%
Utility Tax	2,687,410	1,925,191	71.6%	3,236,541	2,191,146	67.7%
Leasehold & Gambling Taxes	30,205	33,262	110.1%	55,117	43,346	78.6%
<b>Total Taxes</b>	<b>11,713,376</b>	<b>7,867,349</b>	<b>67.2%</b>	<b>12,400,214</b>	<b>8,114,235</b>	<b>65.4%</b>
Licenses & Permits	554,700	446,921	80.6%	631,183	550,414	87.2%
Intergovernmental	1,142,052	242,830	21.3%	520,815	258,063	49.5%
Charges for Goods & Services	1,462,711	994,490	68.0%	1,572,010	1,042,905	66.3%
Fines & Penalties	134,516	100,654	74.8%	240,624	160,049	66.5%
Miscellaneous Revenues	96,650	90,006	93.1%	69,371	73,028	105.3%
Transfers In/Insurance Recovery	42,151	42,152	100.0%	0	250	0.0%
<b>Total General Fund Revenues</b>	<b>15,146,156</b>	<b>9,784,402</b>	<b>64.6%</b>	<b>15,434,217</b>	<b>10,198,944</b>	<b>66.1%</b>

**Becky Hasart:**  
This item includes the once a year PUD Privilege tax received in September and the pending CARES Act reimbursements.

**Becky Hasart:**  
After adjusting for budgeted transfers out and COVID related expenses (100% reimbursable), GF Revenues exceeds Expenditures by \$441,834 year to date.

**City of Monroe - August 2020 (66.6%)**

<b>General Fund Expenditures</b>	<b>2020 Budget</b>	<b>Year-to-Date 08/31/2020</b>	<b>% of Budget</b>	<b>2019 Budget</b>	<b>Year-to-Date 08/31/2019</b>	<b>% of Budget</b>
Executive	661,761	379,142	57.3%	684,439	422,939	61.8%
Human Services	248,560	112,668	45.3%			
City Clerk/Public Records	178,405	122,456	68.6%	174,941	106,388	60.8%
Legal	738,000	353,012	47.8%	728,000	440,950	60.6%
Human Resources	264,745	153,909	58.1%	218,762	146,512	67.0%
Legislative	232,236	136,441	58.8%	276,757	104,113	37.6%
Finance	630,721	360,714	57.2%	567,917	341,952	60.2%
Community Development	1,722,732	982,463	57.0%	1,509,673	968,655	64.2%
Emergency Management	20,384	8,966	44.0%	26,870	10,895	40.5%
Police	7,737,537	4,918,224	63.6%	7,887,945	4,906,638	62.2%
Jail & Dispatch	698,184	332,427	47.6%	771,000	390,148	50.6%
Municipal Court	483,900	296,560	61.3%	414,783	267,682	64.5%
Parks & Recreation	1,656,534	1,082,656	65.4%	1,773,793	1,036,148	58.4%
City-Wide Expenditures	127,009	102,932	81.0%	110,216	67,522	61.3%
COVID Expenses	607,116	311,791	51.4%			
Interfund Transfers Out	545,450	425,000	77.9%	1,979,405	1,108,203	56.0%
<b>Total General Fund Expenditures</b>	<b>16,553,274</b>	<b>10,079,358</b>	<b>60.9%</b>	<b>17,124,501</b>	<b>10,318,745</b>	<b>60.3%</b>

**Becky Hasart:**  
 This cost center includes items paid once per year at the beginning of the year. This is within budget expectations.

**City of Monroe - August 2020 (66.6%)**

<b>Other Funds' Revenues</b>	<b>2020 Budget</b>	<b>Year-to-Date 08/31/2020</b>	<b>% of Budget</b>	<b>2019 Budget</b>	<b>Year-to-Date 08/31/2019</b>	<b>% of Budget</b>
Street Fund	999,256	697,944	69.8%	820,111	501,254	61.1%
Tourism Fund (Lodging Tax)	43,994	39,173	89.0%	80,750	52,862	65.5%
Real Estate Excise Tax Fund	890,208	757,420	85.1%	958,182	878,302	91.7%
Water Fund	6,744,771	4,111,870	61.0%	6,627,042	4,333,744	65.4%
Sewer Fund	7,789,008	5,420,349	69.6%	7,550,194	5,291,099	70.1%
Storm Drain Fund	2,179,993	1,454,806	66.7%	1,979,043	1,342,121	67.8%
Water CIP Fund	2,238,659	1,040,469	46.5%	2,613,882	1,678,726	64.2%
Sewer CIP Fund	3,762,947	2,002,246	53.2%	2,019,979	1,497,915	74.2%
Storm Drain CIP Fund	3,519,634	117,666	3.3%	532,665	40,646	7.6%

**Becky Hasart:**  
Street Revenues exceed expenditures by \$52,389

**Becky Hasart:**  
Water revenues always trend low in the spring but begins to trend high during summer months. However, weather has been more wet than expected, which may affect summer revenues.

**Becky Hasart:**  
Bulk of revenues are derived from transfers from the respective O&M funds, which occur in June and December each year. For Stormwater CIP, revenues also include grant monies which should be realized as the related capital project is constructed.

**City of Monroe - August 2020 (66.6%)**

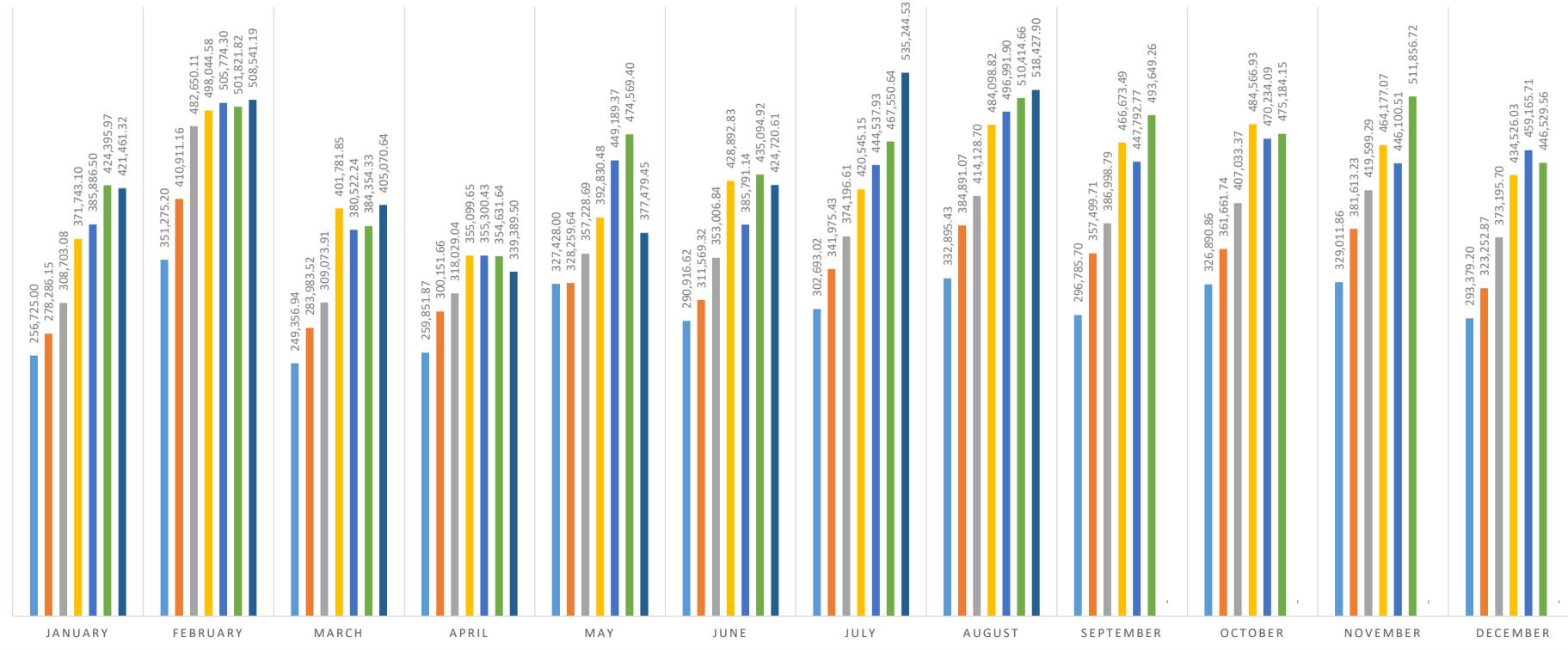
<b>Other Funds' Expenditures</b>	<b>2020 Budget</b>	<b>Year-to-Date 08/31/2020</b>	<b>% of Budget</b>	<b>2019 Budget</b>	<b>Year-to-Date 08/31/2019</b>	<b>% of Budget</b>
Street Fund	1,101,325	645,555	58.6%	820,556	518,177	63.1%
Tourism Fund (Lodging Tax)	86,060	21,511	25.0%	106,426	24,807	23.3%
Parks CIP Fund	6,341,514	189,087	3.0%	940,166	374,468	39.8%
Street CIP Fund	5,644,428	1,595,262	28.3%	3,927,852	1,657,210	42.2%
Water Fund	6,759,365	3,732,880	55.2%	7,230,853	4,032,194	55.8%
Sewer Fund	8,371,989	4,795,472	57.3%	7,803,838	4,335,691	55.6%
Storm Drain Fund	2,216,373	1,250,123	56.4%	2,065,944	1,159,847	56.1%
Water CIP Fund	5,131,259	986,171	19.2%	5,377,369	2,077,702	38.6%
Sewer CIP Fund	2,578,018	647,538	25.1%	1,899,961	1,649,104	86.8%
Storm Drain CIP Fund	3,461,432	390,326	11.3%	887,314	276,926	31.2%
Information Technology I.S. Fund	867,544	557,522	64.3%	798,375	519,538	65.1%
Fleet & Equipment I.S. Fund	1,984,380	1,036,902	52.3%	1,645,228	811,332	49.3%
Facilities I.S. Fund	1,480,729	835,435	56.4%	1,475,240	979,947	66.4%

Sales Tax Analysis

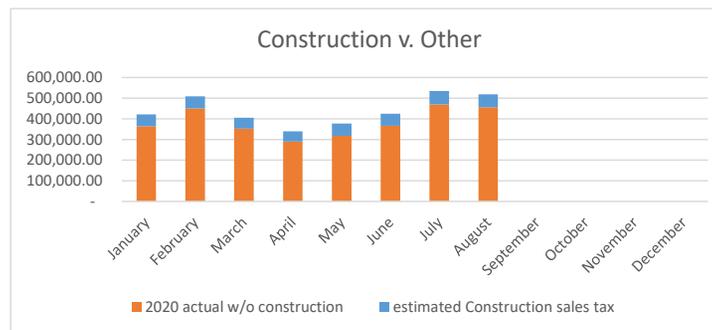
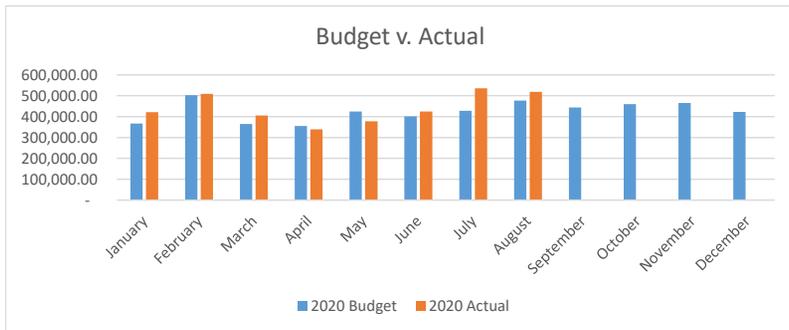
	2014	% of total	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference	% diff from budget
Month																	
Jan	256,725.00	7.10%	278,286.15	6.85%	308,703.08	6.85%	371,743.10	7.14%	385,886.50	7.38%	424,395.97	7.74%	7.18%	353,635.80	421,461.32	67,825.52	
Feb	351,275.20	9.71%	410,911.16	10.11%	482,650.11	10.72%	498,044.58	9.57%	505,774.30	9.68%	501,821.82	9.16%	9.82%	483,965.95	508,541.19	24,575.24	
March	249,356.94	6.89%	283,983.52	6.99%	309,073.91	6.86%	401,781.85	7.72%	380,522.24	7.28%	384,354.33	7.01%	7.13%	351,080.36	405,070.64	53,990.28	
April	259,851.87	7.18%	300,151.66	7.39%	318,029.04	7.06%	355,099.65	6.82%	355,300.43	6.80%	354,631.64	6.47%	6.95%	342,579.89	339,389.50	(3,190.39)	0.93%
May	327,428.00	9.05%	328,259.64	8.08%	357,228.69	7.93%	392,830.48	7.55%	449,189.37	8.59%	474,569.40	8.66%	8.31%	409,415.41	377,479.45	(31,935.96)	7.80%
June	290,916.62	8.04%	311,569.32	7.67%	353,006.84	7.84%	428,892.83	8.24%	385,791.14	7.38%	435,094.92	7.94%	7.85%	386,804.48	424,720.61	37,916.13	-9.80%
July	302,693.02	8.37%	341,975.43	8.41%	374,196.61	8.31%	420,545.15	8.08%	444,537.93	8.50%	467,550.64	8.53%	8.37%	412,256.51	535,244.53	122,988.02	-29.83%
Aug	332,895.43	9.20%	384,891.07	9.47%	414,128.70	9.20%	484,098.82	9.30%	496,991.90	9.51%	510,414.66	9.31%	9.33%	459,752.66	518,427.90	58,675.24	-12.76%
Sept	296,785.70	8.20%	357,499.71	8.80%	386,998.79	8.59%	466,673.49	8.97%	447,792.77	8.57%	493,649.26	9.01%	8.69%	428,086.79			
Oct	326,890.86	9.04%	361,661.74	8.90%	407,033.37	9.04%	484,566.93	9.31%	470,234.09	9.00%	475,184.15	8.67%	8.99%	442,995.58			
Nov	329,011.86	9.10%	381,613.23	9.39%	419,599.29	9.32%	464,177.07	8.92%	446,100.51	8.53%	511,856.72	9.34%	9.10%	448,284.83			
Dec	293,379.20	8.11%	323,252.87	7.95%	373,195.70	8.29%	434,526.03	8.35%	459,165.71	8.78%	446,529.56	8.15%	8.27%	407,531.73			
Total	3,617,209.70	100.00%	4,064,055.50	100.00%	4,503,844.13	100.00%	5,202,979.98	100.00%	5,227,286.89	100.00%	5,480,053.07	100.00%	100.00%	4,926,390.00	3,530,335.14	330,844.07	
% increase from prior year			12.35%		10.82%		15.52%		0.47%		4.84%			-5.76%			
														Total	% inc		
														2,963,020.00			
														2,999,246.00			
	January	February	March	April	May	June	July	August	September	October	November	December		3,444,040.01	14.83%		
2014	256,725.00	351,275.20	249,356.94	259,851.87	327,428.00	290,916.62	302,693.02	332,895.43	296,785.70	326,890.86	329,011.86	293,379.20		3,617,209.70	5.03%		
2015	278,286.15	410,911.16	283,983.52	300,151.66	328,259.64	311,569.32	341,975.43	384,891.07	357,499.71	361,661.74	381,613.23	323,252.87		4,064,055.50	12.35%		
2016	308,703.08	482,650.11	309,073.91	318,029.04	357,228.69	353,006.84	374,196.61	414,128.70	386,998.79	407,033.37	419,599.29	373,195.70		4,503,844.13	10.82%		
2017	371,743.10	498,044.58	401,781.85	355,099.65	392,830.48	428,892.83	420,545.15	484,098.82	466,673.49	484,566.93	464,177.07	434,526.03		5,202,979.98	15.52%		
2018	385,886.50	505,774.30	380,522.24	355,300.43	449,189.37	385,791.14	444,537.93	496,991.90	447,792.77	470,234.09	446,100.51	459,165.71		5,227,286.89	0.47%		
2019	424,395.97	501,821.82	384,354.33	354,631.64	474,569.40	435,094.92	467,550.64	510,414.66	493,649.26	475,184.15	511,856.72	446,529.56		5,480,053.07	4.84%		
2020	421,461.32	508,541.19	405,070.64	339,389.50	377,479.45	424,720.61	535,244.53	518,427.90	-	-	-	-		3,530,335.14	-32.46%		

### SALES TAX COLLECTION HISTORY

■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

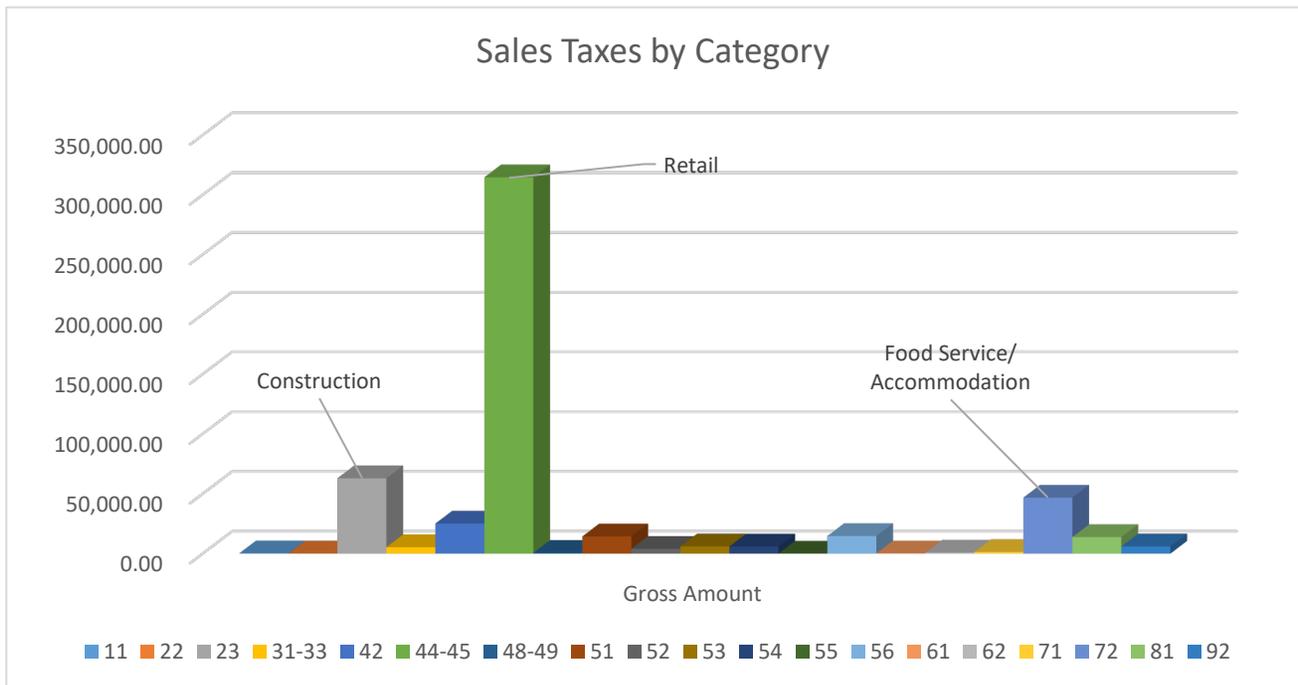


Ave Receipts % by month per history		2020 Budget	2020 Actual	Difference over/(under)	% over/(under) budget		estimated Construction sales tax	2020 actual w/o construction	Construction % of total
7.18%	January	366,855.82	421,461.32	54,605.50	14.88%	January	56,801.81	364,659.51	13.48%
9.82%	February	502,058.13	508,541.19	6,483.06	1.29%	February	58,390.17	450,151.02	11.48%
7.13%	March	364,204.86	405,070.64	40,865.78	11.22%	March	53,019.27	352,051.37	13.09%
6.95%	April	355,386.61	339,389.50	(15,997.11)	-4.50%	April	49,885.45	289,504.05	14.70%
8.31%	May	424,720.65	377,479.45	(47,241.20)	-11.12%	May	59,644.62	317,834.83	15.80%
7.85%	June	401,264.46	424,720.61	23,456.15	5.85%	June	57,986.23	366,734.38	13.65%
8.37%	July	427,667.96	535,244.53	107,576.57	25.15%	July	64,736.80	470,507.73	12.09%
9.33%	August	476,939.66	518,427.90	41,488.24	8.70%	August	62,320.20	456,107.70	12.02%
8.69%	September	444,090.02	-	-	-100.00%	September	-	-	-
8.99%	October	459,556.15	-	-	-100.00%	October	-	-	-
9.10%	November	465,043.13	-	-	-100.00%	November	-	-	-
8.27%	December	422,766.55	-	-	-100.00%	December	-	-	-
100.00%		<b>5,110,554.00</b>	<b>3,530,335.14</b>	<b>211,237.00</b>	<b>-30.92%</b>		<b>462,784.55</b>	<b>3,067,550.59</b>	<b>13.11%</b>



August 2020 receipts

Title		Gross Amount	Net Amount
Ag/Forestry/Fishing & Hunting	11	303.88	301.22
Utilities	22	84.00	83.27
Construction	23	62,870.02	62,320.20
Manufacturing	31-33	5,361.63	5,314.74
Wholesale Trade	42	25,078.90	24,859.58
Retail Trade	44-45	314,665.71	311,913.86
Transportation & Warehousing	48-49	651.68	645.98
Information	51	14,383.52	14,257.73
Finance & Insurance	52	4,021.11	3,985.94
Real Estate & Rental & Leasing	53	6,019.72	5,967.08
Professional/Scientific/Tech Services	54	5,914.25	5,862.53
Management of Companies & Enterprises	55	2.44	2.42
Admin & Support & Waste Mngt & Remediation Services	56	14,684.16	14,555.74
Education Services	61	205.53	203.73
Health Care & Social Assistance	62	883.14	875.42
Arts/Entertainment/Recreation	71	1,380.87	1,368.79
Accommodation & Food Services	72	46,711.61	46,303.10
Other Services (except Public Admin)	81	13,820.73	13,699.86
Public Administration	92	5,958.81	5,906.70
Other	99		
		<u>523,001.71</u>	<u>518,427.90</u>
		523,001.71	518,427.90



REET Analysis  
1st Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference	% diff from budget
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.46	7.76%	32,673.37	4.90%	5.47%	22,871.95	88,281.32	65,409.37	
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.23	5.59%	122,353.23	18.35%	43,910.15	6.58%	8.66%	36,194.75	36,267.81	73.06	
March	33,331.71	8.99%	27,984.26	5.94%	28,201.57	3.48%	39,581.35	5.94%	42,455.95	6.36%	6.14%	25,666.69	27,795.63	2,128.94	
April	14,944.94	4.03%	45,767.00	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	39,277.46	35,261.08	(4,016.38)	
May	15,970.80	4.31%	39,140.27	8.31%	47,761.22	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	27,755.08	32,573.51	4,818.43	
June	22,229.03	5.99%	31,866.50	6.76%	90,071.71	11.11%	70,719.64	10.61%	59,711.05	8.95%	8.68%	36,299.77	17,348.28	(18,951.49)	52.21%
July	40,083.53	10.81%	33,769.08	7.17%	41,491.34	5.12%	77,210.97	11.58%	64,056.57	9.60%	8.85%	37,009.80	50,006.98	12,997.18	
Aug	38,917.10	10.49%	41,137.61	8.73%	93,607.36	11.55%	38,035.59	5.71%	69,662.04	10.44%	9.38%	39,218.08	59,862.06	20,643.98	
Sept	34,705.67	9.36%	31,060.58	6.59%	56,729.19	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	33,298.71			
Oct	24,168.98	6.52%	63,552.99	13.49%	51,592.02	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	35,047.39			
Nov	51,464.54	13.87%	38,470.05	8.16%	65,304.63	8.06%	49,554.58	7.43%	65,429.32	9.80%	9.47%	39,568.19			
Dec	65,564.88	17.67%	44,004.54	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	45,792.14			
Total	370,953.76	100.00%	471,246.59	100.00%	810,695.65	100.00%	666,672.61	100.00%	667,316.90	100.00%	100.00%	418,000.00	347,396.67	83,103.10	

% increase from prior year

27.04%

72.03%

-17.77%

0.10%

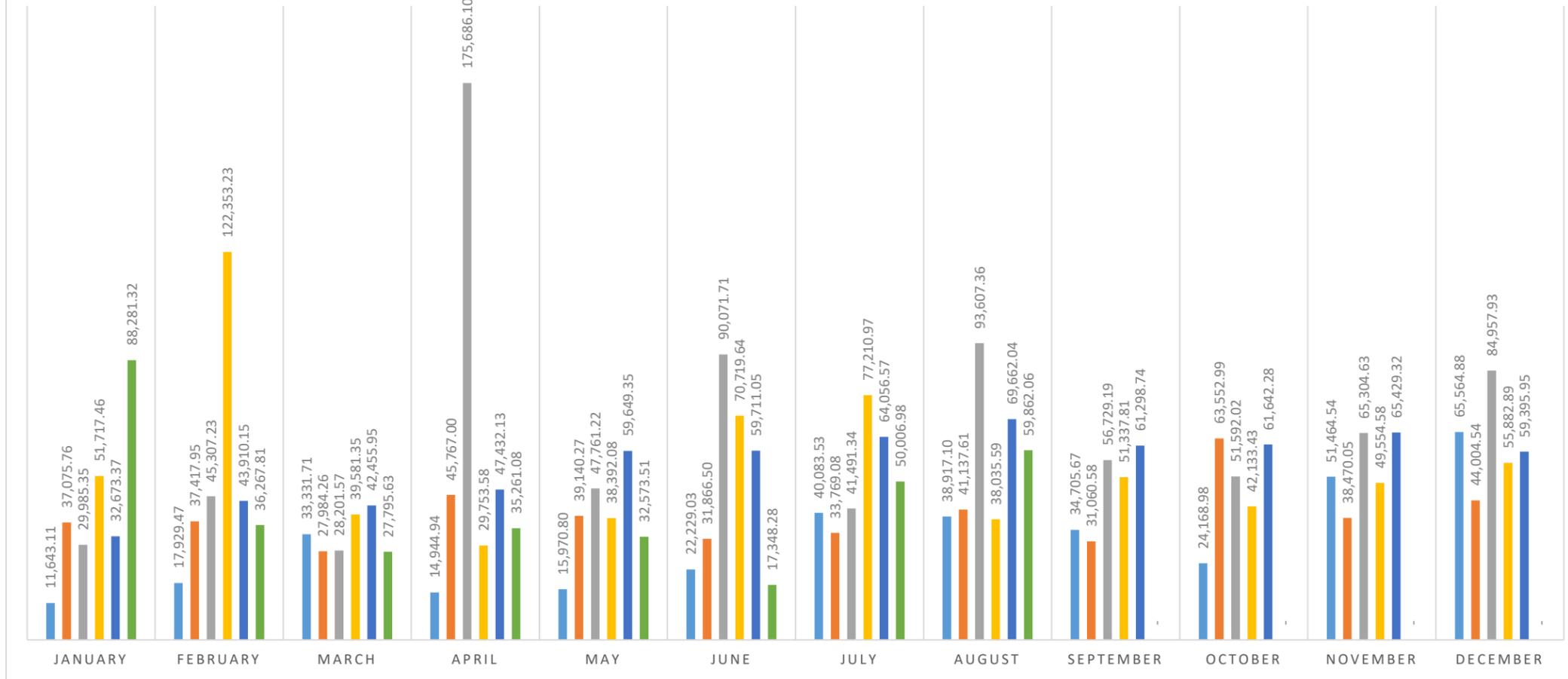
-37.36%

Total

	January	February	March	April	May	June	July	August	September	October	November	December	Total
2015	11,643.11	17,929.47	33,331.71	14,944.94	15,970.80	22,229.03	40,083.53	38,917.10	34,705.67	24,168.98	51,464.54	65,564.88	370,953.76
2016	37,075.76	37,417.95	27,984.26	45,767.00	39,140.27	31,866.50	33,769.08	41,137.61	31,060.58	63,552.99	38,470.05	44,004.54	471,246.59
2017	29,985.35	45,307.23	28,201.57	175,686.10	47,761.22	90,071.71	41,491.34	93,607.36	56,729.19	51,592.02	65,304.63	84,957.93	810,695.65
2018	51,717.46	122,353.23	39,581.35	29,753.58	38,392.08	70,719.64	77,210.97	38,035.59	51,337.81	42,133.43	49,554.58	55,882.89	666,672.61
2019	32,673.37	43,910.15	42,455.95	47,432.13	59,649.35	59,711.05	64,056.57	69,662.04	61,298.74	61,642.28	65,429.32	59,395.95	667,316.90
2020	88,281.32	36,267.81	27,795.63	35,261.08	32,573.51	17,348.28	50,006.98	59,862.06	-	-	-	-	347,396.67

# 1ST QTR REET COLLECTION

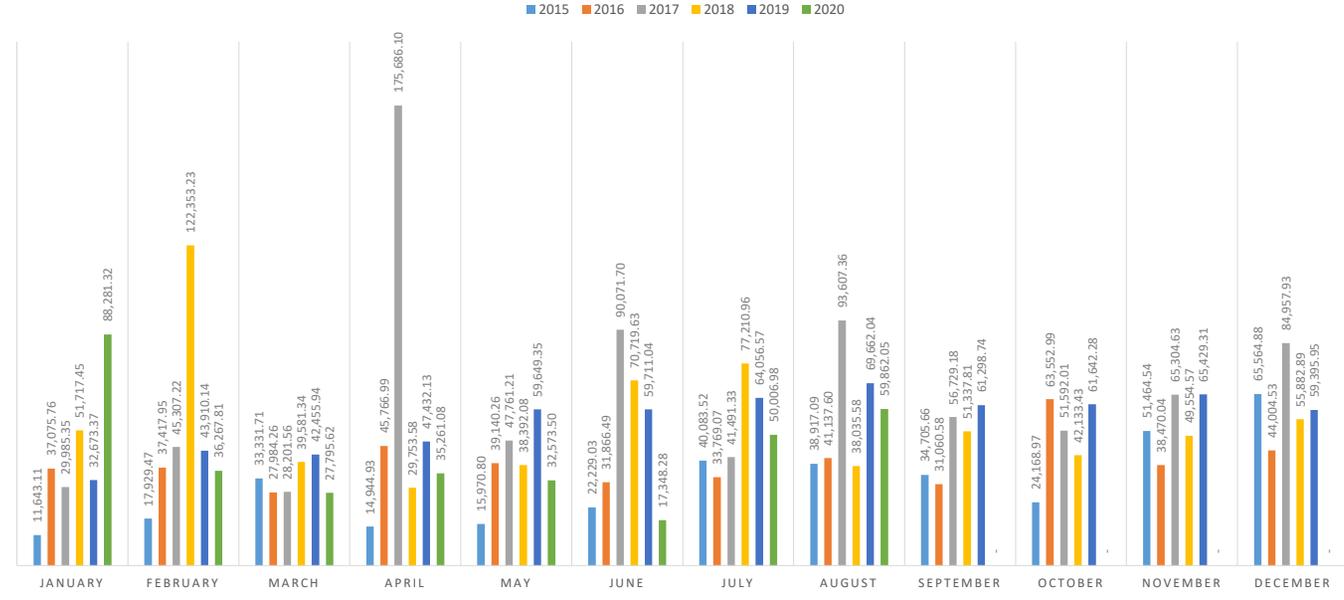
2015 2016 2017 2018 2019 2020



REET Analysis  
2nd Quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference	% diff from budget
Jan	11,643.11	3.14%	37,075.76	7.87%	29,985.35	3.70%	51,717.45	7.76%	32,673.37	4.90%	5.47%	22,871.95	88,281.32	65,409.37	
Feb	17,929.47	4.83%	37,417.95	7.94%	45,307.22	5.59%	122,353.23	18.35%	43,910.14	6.58%	8.66%	36,194.76	36,267.81	73.05	
March	33,331.71	8.99%	27,984.26	5.94%	28,201.56	3.48%	39,581.34	5.94%	42,455.94	6.36%	6.14%	25,666.69	27,795.62	2,128.93	
April	14,944.93	4.03%	45,766.99	9.71%	175,686.10	21.67%	29,753.58	4.46%	47,432.13	7.11%	9.40%	39,277.46	35,261.08	(4,016.38)	
May	15,970.80	4.31%	39,140.26	8.31%	47,761.21	5.89%	38,392.08	5.76%	59,649.35	8.94%	6.64%	27,755.08	32,573.50	4,818.42	
June	22,229.03	5.99%	31,866.49	6.76%	90,071.70	11.11%	70,719.63	10.61%	59,711.04	8.95%	8.68%	36,299.77	17,348.28	(18,951.49)	52.21%
July	40,083.52	10.81%	33,769.07	7.17%	41,491.33	5.12%	77,210.96	11.58%	64,056.57	9.60%	8.85%	37,009.80	50,006.98	12,997.18	
Aug	38,917.09	10.49%	41,137.60	8.73%	93,607.36	11.55%	38,035.58	5.71%	69,662.04	10.44%	9.38%	39,218.08	59,862.05	20,643.97	
Sept	34,705.66	9.36%	31,060.58	6.59%	56,729.18	7.00%	51,337.81	7.70%	61,298.74	9.19%	7.97%	33,298.71			
Oct	24,168.97	6.52%	63,552.99	13.49%	51,592.01	6.36%	42,133.43	6.32%	61,642.28	9.24%	8.38%	35,047.39			
Nov	51,464.54	13.87%	38,470.04	8.16%	65,304.63	8.06%	49,554.57	7.43%	65,429.31	9.80%	9.47%	39,568.19			
Dec	65,564.88	17.67%	44,004.53	9.34%	84,957.93	10.48%	55,882.89	8.38%	59,395.95	8.90%	10.96%	45,792.14			
Total	370,953.71	100.00%	471,246.52	100.00%	810,695.58	100.00%	666,672.55	100.00%	667,316.86	100.00%	100.00%	418,000.00	347,396.64	83,103.07	
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-37.36%			
															Total
	January	February	March	April	May	June	July	August	September	October	November	December			
2015	11,643.11	17,929.47	33,331.71	14,944.93	15,970.80	22,229.03	40,083.52	38,917.09	34,705.66	24,168.97	51,464.54	65,564.88			370,953.71
2016	37,075.76	37,417.95	27,984.26	45,766.99	39,140.26	31,866.49	33,769.07	41,137.60	31,060.58	63,552.99	38,470.04	44,004.53			471,246.52
2017	29,985.35	45,307.22	28,201.56	175,686.10	47,761.21	90,071.70	41,491.33	93,607.36	56,729.18	51,592.01	65,304.63	84,957.93			810,695.58
2018	51,717.45	122,353.23	39,581.34	29,753.58	38,392.08	70,719.63	77,210.96	38,035.58	51,337.81	42,133.43	49,554.57	55,882.89			666,672.55
2019	32,673.37	43,910.14	42,455.94	47,432.13	59,649.35	59,711.04	64,056.57	69,662.04	61,298.74	61,642.28	65,429.31	59,395.95			667,316.86
2020	88,281.32	36,267.81	27,795.62	35,261.08	32,573.50	17,348.28	50,006.98	59,862.05	-	-	-	-			347,396.64

## 2ND QTR REET COLLECTION

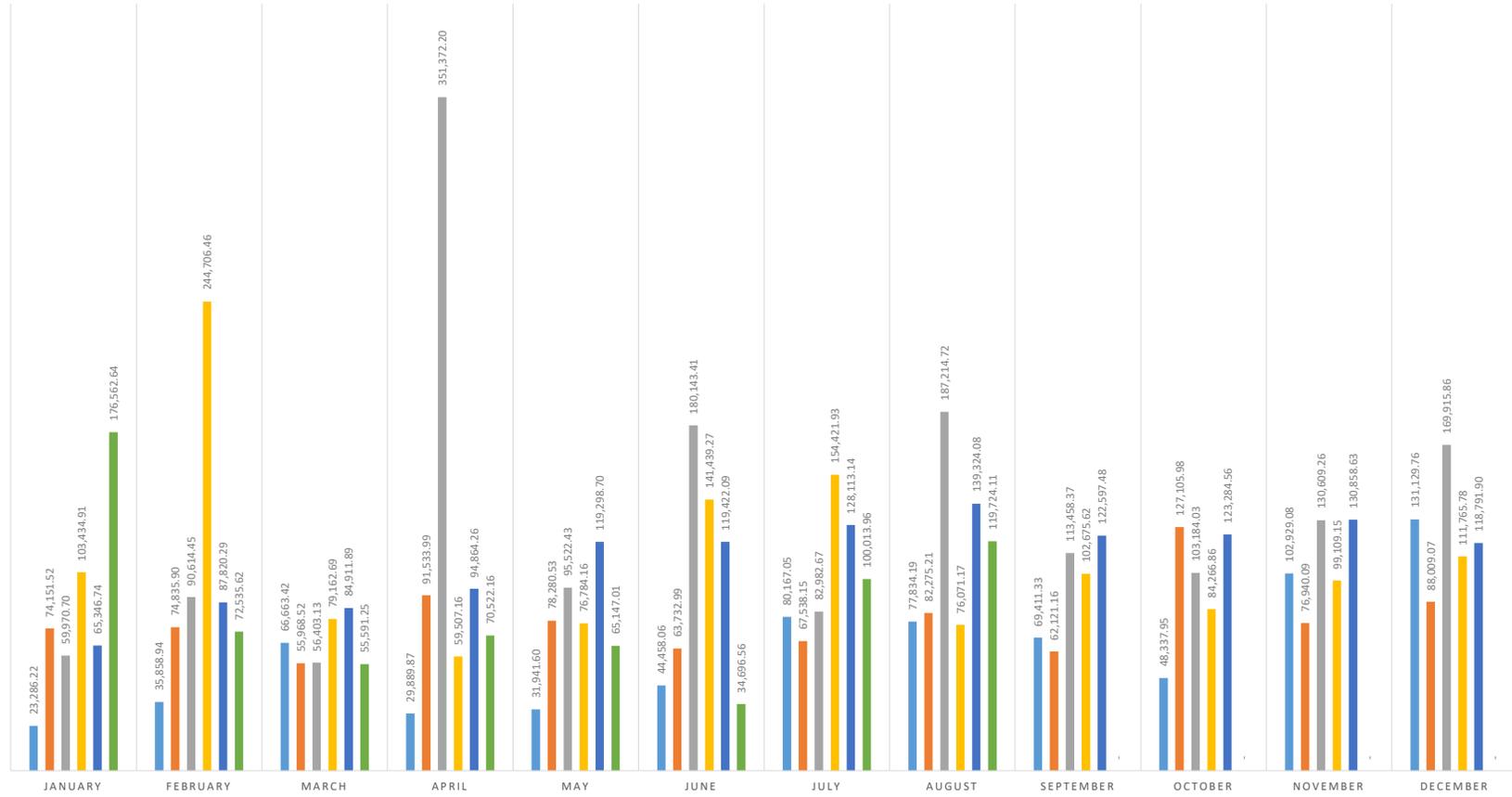


REET Analysis  
Both quarter %

Month	2015	% of total	2016	% of total	2017	% of total	2018	% of total	2019	% of total	average %	2020 Budget	2020 Actual	Difference	% diff from budget
Jan	23,286.22	3.14%	74,151.52	7.87%	59,970.70	3.70%	103,434.91	7.76%	65,346.74	4.90%	5.47%	45,743.89	176,562.64	130,818.75	
Feb	35,858.94	4.83%	74,835.90	7.94%	90,614.45	5.59%	244,706.46	18.35%	87,820.29	6.58%	8.66%	72,389.51	72,535.62	146.11	
March	66,663.42	8.99%	55,968.52	5.94%	56,403.13	3.48%	79,162.69	5.94%	84,911.89	6.36%	6.14%	51,333.38	55,591.25	4,257.87	
April	29,889.87	4.03%	91,533.99	9.71%	351,372.20	21.67%	59,507.16	4.46%	94,864.26	7.11%	9.40%	78,554.91	70,522.16	(8,032.75)	
May	31,941.60	4.31%	78,280.53	8.31%	95,522.43	5.89%	76,784.16	5.76%	119,298.70	8.94%	6.64%	55,510.16	65,147.01	9,636.85	
June	44,458.06	5.99%	63,732.99	6.76%	180,143.41	11.11%	141,439.27	10.61%	119,422.09	8.95%	8.68%	72,599.53	34,696.56	(37,902.97)	52.21%
July	80,167.05	10.81%	67,538.15	7.17%	82,982.67	5.12%	154,421.93	11.58%	128,113.14	9.60%	8.85%	74,019.60	100,013.96	25,994.36	
Aug	77,834.19	10.49%	82,275.21	8.73%	187,214.72	11.55%	76,071.17	5.71%	139,324.08	10.44%	9.38%	78,436.16	119,724.11	41,287.95	
Sept	69,411.33	9.36%	62,121.16	6.59%	113,458.37	7.00%	102,675.62	7.70%	122,597.48	9.19%	7.97%	66,597.42	-	-	
Oct	48,337.95	6.52%	127,105.98	13.49%	103,184.03	6.36%	84,266.86	6.32%	123,284.56	9.24%	8.38%	70,094.78	-	-	
Nov	102,929.08	13.87%	76,940.09	8.16%	130,609.26	8.06%	99,109.15	7.43%	130,858.63	9.80%	9.47%	79,136.39	-	-	
Dec	131,129.76	17.67%	88,009.07	9.34%	169,915.86	10.48%	111,765.78	8.38%	118,791.90	8.90%	10.96%	91,584.27	-	-	
Total	741,907.47	100.00%	942,493.11	100.00%	1,621,391.23	100.00%	1,333,345.16	100.00%	1,334,633.76	100.00%	100.00%	836,000.00	694,793.31	166,206.17	
% increase from prior year			27.04%		72.03%		-17.77%		0.10%			-37.36%			
Total															
	January	February	March	April	May	June	July	August	September	October	November	December			
2015	23,286.22	35,858.94	66,663.42	29,889.87	31,941.60	44,458.06	80,167.05	77,834.19	69,411.33	48,337.95	102,929.08	131,129.76		741,907.47	
2016	74,151.52	74,835.90	55,968.52	91,533.99	78,280.53	63,732.99	67,538.15	82,275.21	62,121.16	127,105.98	76,940.09	88,009.07		942,493.11	
2017	59,970.70	90,614.45	56,403.13	351,372.20	95,522.43	180,143.41	82,982.67	187,214.72	113,458.37	103,184.03	130,609.26	169,915.86		1,621,391.23	
2018	103,434.91	244,706.46	79,162.69	59,507.16	76,784.16	141,439.27	154,421.93	76,071.17	102,675.62	84,266.86	99,109.15	111,765.78		1,333,345.16	
2019	65,346.74	87,820.29	84,911.89	94,864.26	119,298.70	119,422.09	128,113.14	139,324.08	122,597.48	123,284.56	130,858.63	118,791.90		1,334,633.76	
2020	176,562.64	72,535.62	55,591.25	70,522.16	65,147.01	34,696.56	100,013.96	119,724.11	-	-	-	-		694,793.31	

### TOTAL REET COLLECTION

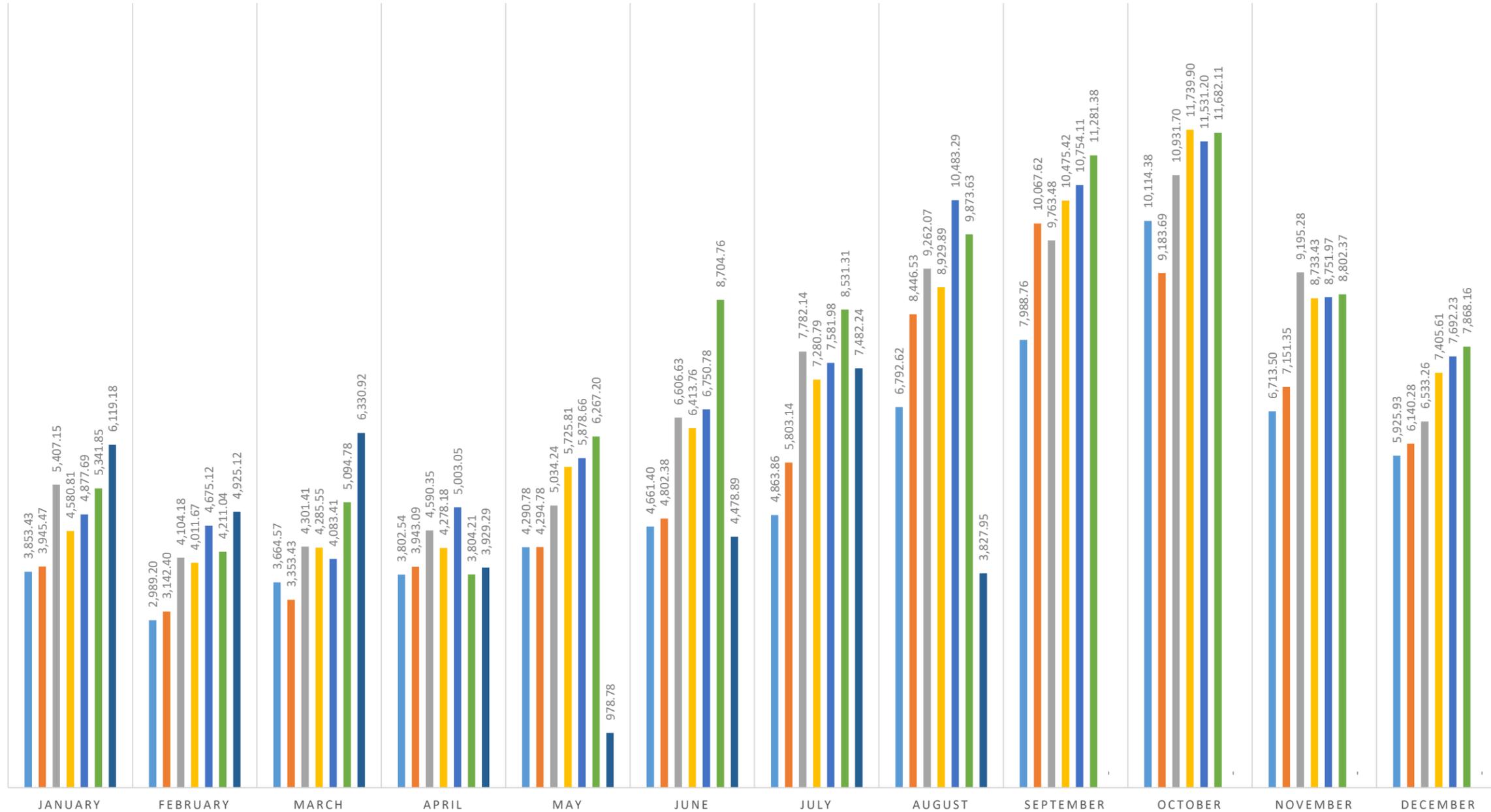
■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020





# LODGING TAX COLLECTION HISTORY

■ 2014 
 ■ 2015 
 ■ 2016 
 ■ 2017 
 ■ 2018 
 ■ 2019 
 ■ 2020



# General Ledger

## Revenue vs Expenses Summary

User: becky  
 Printed: 9/17/2020 - 3:21 PM  
 Fiscal Year: 2020  
 Fiscal Period: 8



Fund	Description	YTD Balance Before Period	Revenues for Period	Expenses for Period	Year to Date Amount
001	General Fund	4,609,785.67	1,078,226.52	1,342,737.95	4,345,274.24
002	Contingency Fund	985,499.53	1,007.40	0.00	986,506.93
008	Donation Fund	11,278.87	825.00	0.00	12,103.87
105	Streets	465,252.18	88,315.91	83,187.37	470,380.72
109	Tourism	97,858.34	3,925.63	12,467.68	89,316.29
114	Narcotic/Drug Buy Fund	51,900.07	0.46	0.00	51,900.53
117	REET	4,728,040.66	124,656.83	0.00	4,852,697.49
203	Governmental Debt Fund	3,459.42	3.53	0.00	3,462.95
307	Capital Improvements CIP	-20,964.59	60,000.00	38,101.17	934.24
317	Parks CIP Fund	1,337,682.89	50,697.45	20,914.64	1,367,465.70
318	Streets CIP Fund	2,162,863.06	83,563.58	1,087,425.75	1,159,000.89
319	North Kelsey Development	3,022,143.66	3,089.33	0.00	3,025,232.99
411	Water Maintenance & Operations	1,108,843.45	603,860.68	378,379.44	1,334,324.69
412	Water Capital Projects	7,014,599.67	97,491.66	304,027.64	6,808,063.69
421	Sewer Maintenance & Operations	2,404,441.16	660,518.56	584,011.14	2,480,948.58
422	Sewer Capital Projects	9,313,030.98	166,087.16	175,290.58	9,303,827.56
431	Stormwater Maint & Operations	484,892.69	186,278.13	139,014.84	532,155.98
432	Stormwater Capital Projects	595,283.16	600.01	50,312.56	545,570.61
450	Revenue Bond Debt Reserve	2,813,905.56	2,876.47	0.00	2,816,782.03
510	Information & Tech Services	150,817.77	140,723.29	47,010.96	244,530.10
520	Equipment & Fleet Management	5,238,164.75	192,116.94	112,774.20	5,317,507.49
530	Facilities Management	158,736.42	113,296.74	113,372.63	158,660.53
621	Employee Sick Leave Reserve	248,636.99	254.15	0.00	248,891.14
622	Risk Management Reserve	20,330.38	20.77	0.00	20,351.15
623	Transportation Benefit Dist	2,955,815.74	124,947.65	0.00	3,080,763.39
631	Agency Fund	421,471.99	55,198.74	17,776.11	458,894.62
635	Salvation Army	45.51	157.64	0.00	203.15
636	School Mitigation Fees	18,908.00	64,503.00	47,472.00	35,939.00
637	WSDOT Agency/Traffic	52,348.24	0.00	0.00	52,348.24
	Report Totals:	50,455,072.22	3,903,243.23	4,554,276.66	49,804,038.79
	Cash				-7,747,802.51
	Investments				-42,444,561.10
	Accrual adjustment				388,324.82
	Total				0.00

August 31, 2020 Investment Report

Short Term Investments:

LGIP \$ 8,143,204.44  
Opus Bank \$ 5,958,515.94

subtotal short-term \$ 14,101,720.38

Long Term Investments:

US Bank safekeeping \$ 28,342,840.72

Total Investments **\$ 42,444,561.10**

Interest reinvested thru 08/2020 \$ 86,358.76  
Interest received thru 08/2020 \$ 536,755.29

Total interest earned 2020 to date **\$ 623,114.05**

Short-term investments offer same day liquidity without penalty. The LGIP (Local Government Investment Pool) is managed by the State Treasurer's office. Interest rate earnings fluctuate each month depending on the pool's performance. August's net interest rate was 0.2562%, a decrease of 0.0544% from July's rate of 0.3106%.

The Opus Bank account is a public interest checking account that charges no fees. The interest rate is tied to the LGIP as a benchmark, with a one month lag. July's annual percentage yield was 0.28%.

Long-term investments are invested into various allowable governmental securities such as Federal Home Loan Bank securities, Federal National Mortgage Assn securities, etc. Maturity dates range from October 2020 through June 2024 and interest rates range from 0.125% to 2.62%. Unlike the LGIP and Opus Bank investments, interest is not reinvested as earned, but realized as investment cash revenues to support our operations.

During August, the City had an investment called early for a par value of \$3,000,000. The effective interest rate earned was 1.82%. The City also purchased three new intermediate termed investments. The first has a par value of \$3,000,000 with a maturity date of 12/2021 and yield of 0.07%. The second and third investments both have a par value of \$2,000,000 with maturity dates of 06/2022 and 07/2022 and yield rates of 0.125%, respectively.





# Monroe Police Department

## Monthly Council Report

### August 2020



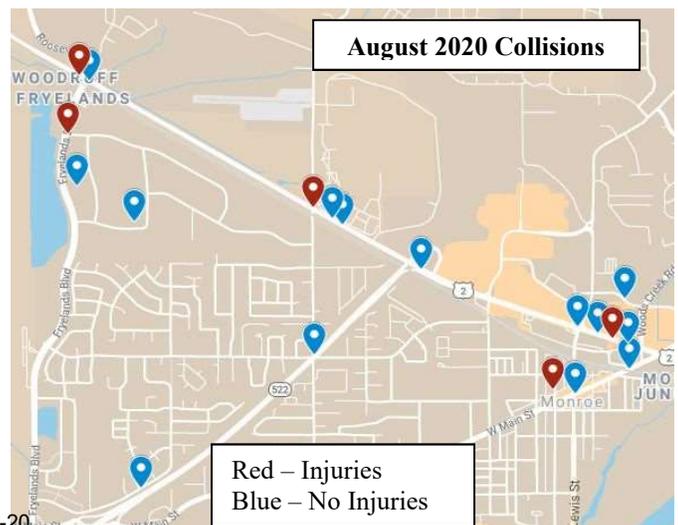
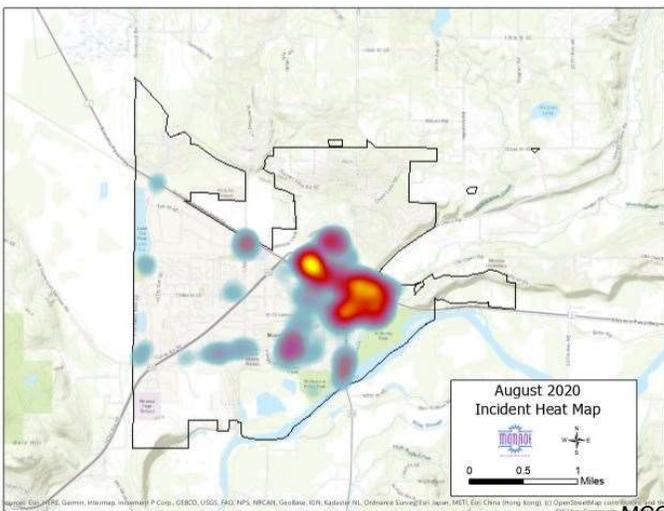
#### • SIGNIFICANT CASES/EVENTS

- **July 17, 2020** – Officers responded to the theft of an electric bike, valued at over \$5,000, from a local motel parking lot. Through great investigative work by Detective Erdmann the bike was recovered and released to the owner on August 5<sup>th</sup>. The investigation is ongoing and possible felony charges are pending.



- **August 10, 2020** – Officers responded to an alarm at the Cigar Q shop. Upon arrival, they found a fractured window and a brick that was left at the scene. Approximately 15 minutes later another call came in reporting a burglary at the 7 Star Smoke Shop. K-9 Tango and Sergeant Southard responded to the scene and tracked one of the suspects to Woods Creek where they were taken into custody. The 40-year-old male was booked into the Snohomish County Jail on multiple burglary charges.

- **August 25, 2020** – The police department became aware via Facebook of a possible assault that may have occurred near the Lewis Street Boat Launch. Officers followed the trail of the posting which led to a female victim. Currently the victim does not want to pursue any investigation. Investigators have reached out through social media to see if there is anyone who may have witnessed this incident to gather further information.
- **August 26, 2020** – Officer Tucker and K9 Sam assisted on a traffic stop by WSP on I-5 near Lynnwood. K9 Sam provided a positive alert on the vehicle enroute to California. WSP impounded the vehicle pending a search warrant to be served in the near future. Their work on this case allowed WSP to further their investigation on what is likely a larger network of narcotics distribution.



• **DEPARTMENT STATISTICS**

	<b>August</b>	<b>2020 YTD</b>	<b>2019 YTD</b>	<b>2018 YTD</b>
Burglaries	6	22	34	23
Vehicle Prowls	3	59	83	37
Vehicle Thefts	4	24	36	26
Vehicle Recoveries	1	10	17	19
Collisions	19	146	209	206
Dispatched Calls	1,138	7,926	8,479	7,886
Self-Initiated Calls	729	6,719	9,127	7,175
Case Reports	240	1,828	2,215	1,823
Tickets	152	1,401	2,118	1,939
Arrests	76	578	614	594
Code – Abandoned vehicle	28	205	176	215
Code – Animal calls for service	44	253	285	274
Code – Nuisance	74	459	654	441
Code – Parking complaints	33	182	246	201
Public Records Requests	112	729	727	709

**Increased gun sales during pandemic**

<b>Month</b>	<b>Month Total</b>	<b>2020 Year to Date</b>	<b>2019 Year to Date</b>	<b>2018 Year to Date</b>
January	59 Pistol / 8 Rifle	67	25	33
February	43 Pistol / 4 Rifle	114	59	70
March	98 Pistol / 18 Rifle	212	108	116
April	57 Pistol / 18 Rifle	287	136	151
May	64 Pistol / 9 Rifle	360	165	173
June	109 Pistol / 36 Rifle	505	248	198
July	64 Pistol / 8 Rifle	577	307	222
August	62 Pistol / 14 Rifle	653	344	249
September			408	269
October			457	296
November			508	232
December			576	372

# Community Human Services Advisory Board Work Report – August 2020

## **Policy & Budget:**

### **Community Human Services Advisory Board (CHSAB)**

The City hosted its first Community Human Services Advisory Board Meeting. The group is focusing on getting to know each other, establishing group norms, and reviewing the work of the HPAC and TAC.

To view the Agenda materials please visit the City Website:  
<https://www.monroewa.gov/Archive.aspx?AMID=99>

## **Housing & Public Safety:**

### **Cold Weather Shelter:**

The Snohomish County Health District has started bi-weekly zoom meetings with the groups that typically host the Cold Weather Shelters. The meetings will determine operating status and discuss best practices as we approach the winter season with the Washington Safe Start Phases still in effect.

## **Partners, Support Services & Prevention:**

### **Technical Advisory Committee (TAC)**

The TAC small group that met to review the Request for Proposal (RFP) scope of work for the “one-stop-shop” proposed an asset mapping survey in 2021 and tenant improvements to the St. Vincent DePaul office facility using the remaining funding in the 2020 budget. This will allow Take the Next Step and other service providers to effectively use the space, and also to identify what service gaps need to be filled to best serve the Monroe community.

City Staff has met with City Staff from both Auburn and Sequim who have successfully implemented a Community Resource Center or One Stop Shop. It has been helpful to gain their insights into the process as well as any potential resources they may be able to offer.

### **Service Providers and Resources**

The service providers continue to meet bi-weekly on a zoom call to share information and resources and continue to do an incredible job collaborating. Collaborations include coordinating school lunch pick-up and delivery; school supplies; rental assistance; and distributing face coverings.

# Community Human Services Advisory Board Work Report – August 2020

## State Face Covering Program

City Staff is supporting the Department of Emergency Management in distributing a second allotment of 12,000 face coverings to Monroe residents. Through the help of the Monroe Chamber of Commerce, the downtown local businesses, the library, the farmers market, the public-school foundation and faith community about half of this supply have been given away to those who need them.

## Communications Plan



#WeAreMonroe

The communication team has launched the #wearemonroewa social media campaign on Facebook and Instagram and is sharing stories on acts of kindness intended to elevate commonalities among community members.

Facebook: <https://www.facebook.com/We-Are-Monroe-WA-105780997847486>

Instagram: <https://www.instagram.com/wearemonroewa/>

Have a story and photo to share? Email [wearemonroewa@monroewa.gov](mailto:wearemonroewa@monroewa.gov), or text 360-722-1684.

## Community Relief Fund Grant and Response During Covid19

Through the CARES Act \$50,000 was made available in the form of a Community Relief Grant for service providers. The awarded funds were approved by the Mayor and Monroe City Council on August 11<sup>th</sup>. List awardees and amounts.

Organization	Amount
Boys and Girls Club	\$6,000
Housing Hope	\$5,000
Matthew House	\$2,000
Miracles and Memories	\$8,000
Monroe Community Senior Center	\$5,000
Monroe Public Schools Foundation	\$5,000
Sky Valley YMCA	\$6,000
St Vincent De Paul	\$5,000
Take The Next Step	\$8,000

Approved By The  
Mayor and Monroe  
City Council

August 11, 2020

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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**2020 HPAC Action Plan - Gantt Map Chart (X = Started O = Not Started) (CV – On hold due to Coronavirus)**

<b>A. Housing</b>												
Emergency Shelter and Transitional Housing (Crisis Housing, Rapid Rehousing and Permanent Supportive Housing)	O	O	CV	CV	X	X	X	X				
Evaluate Property Units			X	O	CV	CV	CV	O				
Negotiate Lease – Master Leasing				O	O	O	O	O				
Write RFP and Secure Program Manager through RFP				CV	O	O	X	O				
Develop criteria with TAC	O	O	CV	CV	X	X	X	O				
Provide Rental Assistance through RFP	O	O	O	X	X	O	O	O				
Establish Sky Valley Housing Consortium	X	O	CV	X	O	X	O	X				
Inventory Surplus Property			X	X	X	O	O	O				
Identify Housing Needs	O	X	X	X	X	X						
Work with TAC to identify partners and available funding		X	X	X	X	X						
<b>B. Partners</b>												
Form a TAC	X	X	X	CV	X	X	X	X				
Identify non-profit stakeholders and partners	X	X	X	X	X	X	X	X				
Determine shared mission and vision		O	O	O	X	X	X	X				
Evaluate needs and resources for one-stop shop			X	CV	O	X	X	X				
Write scope of work for RFP for one-stop shop				CV	O	X	X	X				
Establish Transportation service between Sky Valley and Everett	O	O	O	O	O	O	O	O				
Evaluate transportation needs with partners	X	O	O									
Evaluate existing transportation contracts with non-profits	X	O	O									
Apply for Transit Go (grant) program			X	X	O	O						
Provide information about services to remain housed, financial training, and incentives for businesses to hire employees with entry level skills, information about mental and behavioral health services.	O	O	O	X	X	X	X	X				

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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Work with partners to develop and promote annual “human services days” set up like a vendor show.	O	O	CV	CV	O	O	O	O				
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**C. Prevention**

Educational Campaign (Enviroissues Contract)	X	X	X	X	X	X	X	X				
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Develop education and outreach communication plan	X	X	X	X	X	X	X	X				
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Educate Property Owners about laws, enforcement, trespass – Chamber of Commerce & Downtown Monroe Association		O	O	CV	X	X	O	O				
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Educate public about aggressive panhandling, property crime, and personal safety		O	O	CV	O	O	O	O				
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Educate public about safety regarding vigilantism and bullying		O	O	CV	O	O	O	O				
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Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program.					X	X	X					
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Develop working relationship with McKinney Vento liaison at Monroe High School				X	X	X	O	O				
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Identify needs of homeless families	O	X	X	X	X	X	X	X				
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Work with McKinney-Vento Family Liaisons in the Monroe School District to distribute flyers of local and county services for homeless students and families and encourage MSD to post flyers on school premises			X	X	CV	O	O	O				
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**D. Public Safety**

Implement law enforcement strategies	O	O	O	X	X	X	X	X				
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Review Solicitation Regulations		O	O	CV								
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Evaluate Bail Fees				CV	O	O	O	O				
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Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program					X	X						
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Continue Embedded Social Worker Program	X	X	X	X	X	X	X	X				
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	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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Police Department (Existing Program)	X	X	X	X	X	X	X	X				
Public Defender (New level of services)			X	X	X	X	X	X				
Install Cameras in Parks	O	O	O	O	O	O		X				
Collect data on court cases. Determine with Monroe Municipal Court the costs/benefits of community court model						X	X	X				
Identify partners to develop community court model						X	X	X				
Determine with Monroe Municipal Court and partners the cost/benefits of community court model						X	X	X				

**E. Support Services**

Coordinated Services – One Stop Shop				CV	O	X	X	X				
Develop scope of work with TAC	X	X	CV	CV	O	X	X	X				
Issue RFP			CV	CV	O	O	O	O				
Award RFP						O	O	O				
Establish Homeless HMIS/by name lists						O	O	O				
Work with TAC and Snohomish County to identify resources to provide housing and mental health navigators in the Sky Valley	X	X	CV	X	O	X	X	X				
Provide facilities and funding for non-profits	O	O	CV	X	X	X	X	X				
Work with Take the Next Step and Volunteers of America to designate a family resource center and/or services in Monroe			O	O	O	X	O	O				

**F. Policy & Budget**

Define 2021 Work Plan, Priorities, and implementation Model						O	O	X				
Identify performance measures, and a full HMIS utilized by service providers.						O	O	O				
Lobby for changes to State and Federal law	X	O	O	O								
Collaborate with Affordable Housing Consortium (AHC) on writing new						O	O	X				

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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housing chapter for the city's comprehensive plan update.												
Continue HPAC as a standing committee	X	O	CV	CV	CV	X	X	X				
Implement HB1406 and explore all revenue options for housing, mental health and chemical dependency.	X	X	X	X	X	X	X	X				
Identify needs			X	X	X	X	X	X				
Develop criteria with TAC												
Provide Rental Assistance through RFP	O	O	O	CV	CV	O	O	O				
Evaluate Program						O	O	O				



**MONROE CITY COUNCIL**  
**Finance & Human Resources**  
**Committee Meeting**  
Tuesday, September 15, 2020, 5:30 p.m.  
Zoom Online Meeting Platform

**Committee**  
Councilmembers  
Patsy Cudaback  
Jason Gamble  
Kirk Scarboro

## **AGENDA**

### **I. Call to Order**

The City Council Finance & Human Resources Committee meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and Proclamation 0-28.9 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

- Join Zoom Meeting:  
<https://us02web.zoom.us/j/81965348969?pwd=WIE2MEZtWkpkYU5KMghvSTRmWEZxUT09>
- Dial in: (253) 215-8782
- Meeting ID: 819 6534 8969
- Password: 900119

### **II. Roll Call**

### **III. Approval of Minutes**

- A. [Meeting minutes of February 18, 2020](#)
- B. [Meeting minutes of August 18, 2020](#)

### **IV. New Business**

- A. [Review Final Court Assessment Report \(D. Knight\)](#)

### **V. Other Business**

### **VI. Next Committee Meeting (October 20, 2020, 5:30 p.m.)**

- A. Old Business Close Out

### **VII. Adjournment**



**MONROE CITY COUNCIL  
Finance & Human Resources  
Committee Meeting**

Tuesday, February 18, 2020, 5:30 p.m.  
Monroe City Hall, Monroe Coordination Center

**2020 Committee  
Councilmembers**  
Patsy Cudaback  
Jason Gamble  
Kirk Scarboro

**MINUTES**

**I. Call to Order**

A regular meeting of the Monroe City Council Finance & Human Resource Committee was held on February 18, 2020, at the Monroe Coordination Center; City Hall. The Meeting was called to order by Councilmember Gamble at 5:34 p.m.

Committee Present: Councilmembers Scarboro, Gamble, and Cudaback  
Mayor Present: N/A  
Staff Present: Becky Hasart, Finance Director; Scott Peterson, Deputy City Engineer; Ben Swanson, Community Development Director; Ben Warthan, Human Resources Director; Deborah Knight, City Administrator; Gina Pfister, Clerical Specialist

**II. Special Orders of the Day**

A. Select 2020 Chair

Councilmember Scarboro moved to appoint Councilmember Gamble as the Finance & Human Resources Committee Chair. The motion was seconded by Councilmember Cudaback. The motion carried (3-0).

**III. Approval of Minutes** (Meeting of January 21, 2020)

Councilmember Scarboro moved to approve the Monroe City Council Finance & Human Resource Committee Meeting Minutes of Tuesday, January 21, 2020; the motion was seconded by Councilmember Cudaback. Motion carried 3-0.

**IV. New Business**

A. Confirm Meeting Date/Time

The Committee will continue meeting on the third Tuesday of each month at 5:30 p.m.

B. 2020 Work Plan

Ms. Hasart reviewed the 2020 Work Plan.

C. Annual Performance Review Update

Mr. Warthan noted that all performance reviews for non-represented employees have been completed for 2019; and the average overall score for this review period was 3.5.

Reviews were based on the following areas: professional knowledge, quality of work, judgment, communication, initiative, cooperation, leadership, and employee development.

#### **D. City Severance Policy**

Mr. Warthan explained the need for establishing a city severance policy; and provided examples from other local agencies.

Discussion ensued related to the following topics: additional examples from other local agencies; performance based policy; integration of success plans or performance improvement plans; and city policy.

Mr. Warthan will compile Committee feedback and bring a recommendation back at a future meeting.

#### **V. Old Business**

##### **A. FCS Group – Direct Billing Study**

Mr. Swanson provided background information on the FCS Group planning fee cost of service study and reviewed prior discussions and presentations.

Matt Hobson and Peter Moi, with FCS Group, led the Committee through a PowerPoint presentation that highlighted the incorporated feedback from prior discussions; and detailed the proposed three tiered system.

Discussion ensued related to the following topics: tier rationale; categorization of fees; public and private benefit; staff impacts; rates of other jurisdictions; and revenue impacts.

#### **VI. Next Committee Meeting**

A Special Meeting of the Finance & Human Resources Committee will be held on Friday, February 28, 2020, at 3:00 p.m. to continue discussion related to direct billing costs.

The next regularly scheduled meeting of the Committee is Tuesday, March 17, 2020, at 5:30 p.m.

Agenda Items: 2020 budget amendments; review 2019 Annual Report; water station annual fee; bi-annual budget discussion.

#### **VII. Adjournment**

There being no further business, Councilmember Scarboro moved to adjourn the Tuesday, February 18, 2020, Monroe City Council Finance & Human Resource Committee meeting; the motion was seconded by Councilmember Cudaback. Motion carried 3-0.

The meeting adjourned at 6:50 p.m.



**MONROE CITY COUNCIL**  
**Finance & Human Resources**  
**Committee Meeting**  
Tuesday, August 18, 2020, 5:30 p.m.  
Zoom Online Meeting Platform

**2020 Committee**  
Councilmembers  
Patsy Cudaback  
Jason Gamble  
Kirk Scarboro

**MINUTES**

**I. Call to Order**

A regular meeting of the Monroe City Council Finance & Human Resource Committee was held on August 18, 2020, 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. The Meeting was called to order by Councilmember Gamble at 5:37 p.m.

Committee Present: Councilmembers Scarboro, Gamble, and Cudaback  
Mayor Present: Yes  
Staff Present: Pfister, Hasart, Warthan, and Knight

**II. New Business**

A. IT Assessment (B. Warthan)

Ben Warthan, Human Resources/IT Director, provided background on the IT Assessment; and introduced Consultants Spencer Arnesen and Ron Loos from SoftResources.

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

- Phases of project
- Planning
- Technology assessment
- Cloud strategy
- Cybersecurity and disaster recovery policy/procedures
- Budget
- Project timelines
- Project costs

Discussion ensued related to the following topics: budget; position recommendations versus current needs; items potentially paid with CARES Act funds.

B. 2020 Mid-Year Performance Reviews (B. Warthan)

Mr. Warthan provided an update on the 2020 mid-year reviews.

C. Budget Calendar Update (B. Hasart)

Materials were presented during the meeting and added to the online agenda materials after the meeting.

Becky Hasart, Finance Director/Interim City Clerk, presented an updated 2021 budget calendar. There were no objections from the Committee.

D. Interfund Loan between fund 307 (borrower) and Fund 520 (lender) (B. Hasart)

This item was presented during the meeting, and not included on the original agenda.

Ms. Hasart explained the following:

The City of Monroe has secured grants totaling \$1,574,720 (net of granting agency fees) for improvements to the building leased by the Monroe Boys and Girls Club. These grants are on a reimbursement basis. There are no matching funds from the City for this project.

Capital projects accounting of this nature are done through Fund 307 Capital Improvements. This is the only project currently budgeted in this fund.

Because expenditures must be incurred before reimbursements can be made, Fund 307 has a need for interim financing to offset the timing differences between expenditure and reimbursement. Interfund loans may be used for this purpose as long as the lending fund has sufficient resources in excess of its current needs. It has been determined that Fund 520 Equipment and Fleet Management can provide temporary financing to Fund 307.

In order to execute an Interfund loan, the City Council must adopt a resolution that identifies why the borrowing fund needs the money, identifies that the lending fund has sufficient excess resources, identifies the interest rate associated with the loan, identifies the payment schedule for the loan, and identifies the end date of the loan. The attached Resolution identifies all these requirements.

The Interfund loan address cash flow issues only. There is no change to the budgets of either the borrowing or the lending fund.

Discussion ensued related to the following topics: interest repayment; and interest rate. Councilmember Cudaback requested to see the interest figure.

### **III. Next Committee Meeting**

The next regularly scheduled meeting of the Committee is Tuesday, September 15, 2020, at 5:30 p.m.

Agenda Items: 6 year projections; and the Municipal Court Assessment

### **IV. Adjournment**

There being no further business, Councilmember Cudaback moved to adjourn the meeting; the motion was seconded by Councilmember Scarboro. On vote, motion carried 3-0

The meeting adjourned at 6:23 p.m.



**MONROE CITY COUNCIL**  
**Finance & Human Resources**  
**Committee Meeting**  
*Tuesday, September 15, 2020, 5:30 P.M.*

**2020 Committee**  
 Councilmembers  
 Jason Gamble  
 Kirk Scarboro  
 Patsy Cudaback

<b>SUBJECT:</b>	<b>Review Final Court Assessment Report</b>
-----------------	---------------------------------------------

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
09/15/2020	Executive	Deborah Knight	Deborah Knight	Discussion Item #1

**Discussion:** 08/18/20; 07/21/2020;  
**Attachments:** 1. [Court Assessment Summary PowerPoint](#)

**REQUESTED ACTION:** Review the Final Court Assessment report. Discuss the report findings and recommendations. Provide direction to Mayor Thomas and city staff on preferred alternatives.

**POLICY CONSIDERATION**

*The Court Assessment was first presented to the city council on July 21, 2020. The city council directed Mayor Thomas and staff to bring the issue back to the city council for further discussion. The policy question for the city council is whether the city should continue to retain local control over court operations and make investments as recommended in the Court Assessment presented to the city council on July 21, 2020.*

*This is an opportunity for the Finance Committee to review staffing, financial analysis, court facilities and technology recommendations and ask questions about the facts and findings. The Finance Committee may want to use the report recommendations to inform priority investments in the 2021 budget and to update the six-year strategic plan for 2021-2026.*

**DESCRIPTION/BACKGROUND**

Background

The City of Monroe formed a municipal court in 2014 under Chapter 3.50 RCW. The original intent of forming the Monroe Municipal Court was to handle a high volume of “red-light” tickets; process arraignments in a timely manner; control costs; and guide the city’s judicial philosophy.

The Monroe Municipal Court is a court of limited jurisdiction. The Municipal Court judge is authorized by Washington State statute to preside over misdemeanors, gross misdemeanors, traffic infractions and other City of Monroe Code violations. The Court is in session on Tuesday, Wednesdays, and Fridays. The judge is appointed by the mayor and confirmed by the city council.

The court has been in operation for five years under Judge Mara Rozzano. Pam Haley has served as the Court Administrator along with a full time court clerk and two part-time security officers. Judge Rozzano resigned in December 2019. The city council confirmed Jessica Ness to fill Judge Rozzano’s unexpired term which runs through the end of 2021.

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



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In October of 2019, the City of Monroe issued a Request for Proposal (RFP) for a court assessment. The city received three proposals. The city council awarded a contract to The Other Company (Anne Pflug) and Karen Reed Consulting LLC.

The scope of work included:

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

Development of the report included three phases – 1) Information and data collection from the three courts providing services – Monroe, Marysville, and Evergreen District Court; 2) Analysis and development of draft recommendations; and final report and presentations. The consultants conducted interviews and site visits; projected case-loads; and evaluated court facilities.

Nine court options were analyzed and three caseload scenarios. Six facilities options that met specific criteria were examined for Monroe.

After reviewing the report findings, the cities of Lake Stevens and Sultan have determined not to pursue a joint court with the City of Monroe. Since the proposed joint court is no longer an alternative this agenda bill is focused on the report findings and recommendations specific to the Monroe Municipal Court.

### Report Findings

- Staffing. The Monroe court is understaffed. With only two full-time employees, there is a lack of redundancy if one person is on vacation or sick. Monroe's staff workload (case volume) is twice or more, than comparable municipal courts in Western Washington. The court administrator (Pam Haley) spends 40% of her time on probation-related work.
- Customer Service. Court staff are excellent and highly responsive, accessible, and flexible. Judge Ness (and previously, Judge Rozzano) are always available for warrants. This is a higher level of service than provided by the District Courts and important for effective police work.
- Costs. Of the three cities (Monroe, Lakes Stevens and Sultan), Monroe has the lowest jail cost per misdemeanor and the highest public defense cost per case. The cost to process a misdemeanor for each court (Monroe, Marysville, and Evergreen District Court) are relatively similar – Monroe (\$1,385); Marysville (\$1,308); and Evergreen (\$1,198).



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- District Court. The Evergreen District Court has the lowest cost per case. Snohomish County appears to be subsidizing the court with criminal justice sales taxes and state revenues. County court staff are paid less than Monroe court staff.
- Facilities. Current Monroe court facilities (shared council chambers and office space) are not adequate to meet court program, staffing and records needs. There are multiple demands for the use of the council chambers where court operations are conducted. Court security is limited. Security scan and video equipment must be set up and taken down each time. Court customers share lobby space with other city hall customers. The court office space is at capacity for staff and records.
- Technology. The court website offers limited information and self-help services. There are no automated on-line or phone services for customer payments. The court does use video appearance with jail.
- Probations Officer. Monroe has enough misdemeanor offenders (134 in early 2019) to warrant a formal probation program with professional staff – currently probation services are handled by the court administrator, Pam Haley, and Judge Ness. This is a top priority for the city's prosecutors. Police report that probation staffing would help address homeless population challenges. Probation officers frequently coordinate with social workers. When used correctly, probation is a tool to increase accountability and motivate offenders to change behavior.
- Court Sustainability. Monroe should determine the feasibility of funding sustainable court staffing, probation, and improving online/automated phone services.

Recommendations

- Court Services. Preserve the city's control of court services to ensure consistent application of the city's judicial philosophy, enforcement of quality of life issues, and customer service. Maintain and fully-fund the Monroe Municipal Court. Continue to implement programs to lower costs, increase efficiency, and improve customer service.
- Staffing. Improve Monroe's service levels to be comparable to service levels provided by Marysville and Evergreen District Court:
  - Add .25 FTE court specialist
  - Add a full-time probation officer
  - Continue funding embedded social workers in public defender office and police department
- Leverage Technology. Maximize the use of technology and digital methods for ticket processing and collection including self-help on line and phone access/processing to reduce staff and judicial time. Increase user friendliness of infraction information and web/phone processing to increase response rates, reduce in-person appearances and increase collections. Add online and automated phone payments on the court webpage to provide 24/7 self-service options for customers.

Note:

- Currently in selection process for online payment vendor
- Working with IT Department to upgrade phone system



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- Facilities. Secure or construct an adequate court facility.
- Mental Health or Community Court. Start an alternative court program within the existing court; or negotiate access to Mental Health Court through Snohomish County District Court or Marysville. A motivating atmosphere, low barrier access to services/treatment, and continued to community support after completion are essential for success.  
Note: The court continues to gather statistics. Early numbers were inconclusive.
- Diversion Center. Leverage Carnegie and Diversion Center resources through Pioneer Human Services and other mental health providers.  
Note: Currently using this service through the city's embedded social worker program.
- Case Work. Periodically convene social workers, probation staff, prosecutor, and service providers to develop problem-solving plans for repeat offenders.  
Note: Discussing this program with the city's prosecuting attorney, defense attorney and defense social worker.
- Funding. Apply to Snohomish County Mental Health Chemical Dependency Sales Tax Advisory Board to secure funding from the regional tax supporting County Mental Health Court. Explore the feasibility of applying for chemical dependency/mental health sales tax monies and/or state funding programs to support programs for repeat offenders.

## **FISCAL IMPACTS**

Table 1 below shows the comparison court costs for the three cities – Monroe, Lake Stevens and Sultan. As shown in Table 1, Monroe is subsidizing approximately \$150,000 of court expenditures with General Fund revenues. Monroe has the highest per court case (\$1384). These costs are projected to increase over the next six years.

While court costs have increased, there has been an off-set reduction in the city's jail costs. Over the last five years, the city's criminal justice costs (court + jail) have declined from 9% of the city's General Fund to 6% of the budget since 2016 even while jail costs are rising.

Table 2 below shows costs estimates to operate the Monroe Municipal Court. The Assessment Report shows the current court facilities are not sustainable. Table 3 provides several facility cost estimates.

The policy question for the city council is whether to maintain current court services and control over the city's court services. If the council wants to continue to operate a municipal court, future General Fund budgets will need to include staffing and facility improvements which have long-term fiscal impacts. Mayor Thomas and city staff are seeking input from the city council on future investments in the city's municipal court.



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Table 1\_Court Operations Comparison

Monroe Monroe Municipal Court		Lake Stevens Marysville Municipal Court Contract		Sultan Evergreen District Court Contract	
2019/20		2019/20		2019/20	
Court/Probation Revenue		Court/Probation Revenue		Court/Probation Revenue	
Fines and Fee Revenue	\$240,290	Fines and Fee Revenue	\$242,925	Fines and Fee Revenue	\$25,963
Probation Fee Revenue	\$17,076	Probation Fee Revenue Collected	\$6,720	Probation Fee Revenue Collected	\$2,304
<b>Total Revenue</b>	<b>\$257,366</b>	Probation Fee Revenue Retained by Marysville	<b>-\$6,720</b>	Probation Fee Revenue Retained by Evergreen	<b>-\$2,304</b>
		<b>Total Revenue</b>	<b>\$242,925</b>	<b>Total Revenue</b>	<b>\$25,963</b>
<b>Court Costs:</b>		<b>Court Costs:</b>		<b>Court Costs:</b>	
Personnel - Judicial Officers	\$75,246	Marysville Court Contract	\$197,844	Evergreen District Court Contract	\$27,037
Personnel - Court Operations	\$279,287	Direct Non-contract Costs	\$23,152	Direct Non-contract Costs	\$0
Personnel - Probation	\$0	<b>Total Costs</b>	<b>\$220,996</b>	<b>Total Costs</b>	<b>\$27,037</b>
Program Operating Costs	\$18,118				
IT and Facilities Operating - Court	\$33,621	<b>Net Revenue (Expense)</b>	<b>\$21,929</b>	<b>Net Revenue (Expense)</b>	<b>(\$1,674)</b>
<b>Total Costs</b>	<b>\$406,272</b>				
<b>Court Net Revenue (Expense)</b>	<b>(\$148,906)</b>				
<b>Per Case Cost</b>	<b>\$138</b>	<b>Per Case Cost</b>	<b>\$81</b>	<b>Per Case Cost</b>	<b>\$64</b>
<b>Court and Associated Programs</b>		<b>Court and Associated Programs</b>		<b>Court and Associated Programs</b>	
Court/Probation Net Expense	\$148,906	Court/Probation Net (Revenue)	(\$21,929)	Court/Probation Net Expense	\$1,674
Prosecutor	\$180,000	Prosecutor	\$142,669	Prosecutor	\$68,804
Public Defense	\$213,400	Public Defense	\$127,627	Public Defense	\$25,440
Jail	\$372,936	Jail	\$427,687	Jail	\$92,227
<b>Total Net Cost</b>	<b>\$915,242</b>	<b>Total Net Cost</b>	<b>\$676,054</b>	<b>Total Net Cost</b>	<b>\$188,145</b>
<b>Per Misdemeanor Cost</b>	<b>\$1,384.63</b>	<b>Per Misdemeanor Cost</b>	<b>\$1,307.65</b>	<b>Per Misdemeanor Cost</b>	<b>\$1,198.38</b>

Table 2 Monroe Municipal Court Operating Budget Projections

Monroe Stand Alone Municipal Court				
Forecast Assuming Building Block Staffing Scenario				
	Base Year	Low 2026	Moderate 2026	High 2026
<b>Court/Probation Revenue</b>				
Fines and Fee Revenue	\$240,290	\$240,752	\$240,752	\$274,126
Probation Fee Revenue	\$17,076	\$17,076	\$17,076	\$17,185
<b>Total Revenue</b>	<b>\$257,366</b>	<b>\$257,828</b>	<b>\$257,828</b>	<b>\$291,311</b>
<b>Court Costs</b>				
Personnel - Judicial Officers	\$75,246	\$75,246	\$75,246	\$75,246
Personnel - Court Operations	\$279,287	\$279,287	\$297,715	\$301,312
Personnel - Probation	\$0	\$0	\$75,600	\$75,600
Program Operating Costs	\$18,118	\$18,118	\$18,118	\$21,743
IT and Facilities Operating - Court	\$33,621	\$33,621	\$44,621	\$44,621
<b>Total Costs</b>	<b>\$406,272</b>	<b>\$406,272</b>	<b>\$511,300</b>	<b>\$518,522</b>
<b>Court Net Revenue (Expense)</b>	<b>(\$148,906)</b>	<b>(\$148,444)</b>	<b>(\$253,472)</b>	<b>(\$227,211)</b>
<b>Average Per Case Cost</b>	<b>\$138</b>	<b>\$154</b>	<b>\$136</b>	<b>\$136</b>
<b>Court and Associated Programs</b>				
Court/Probation Net Expense	\$148,906	\$148,444	\$253,472	\$227,211
Prosecutor	\$180,000	\$180,121	\$179,183	\$208,048
Public Defense	\$213,400	\$188,866	\$214,562	\$245,397
Jail	\$372,936	\$331,749	\$371,243	\$431,049
<b>Total Net Cost</b>	<b>\$915,242</b>	<b>\$829,180</b>	<b>\$1,018,460</b>	<b>\$1,111,705</b>
<b>Per Misdemeanor Cost</b>	<b>\$1,384.63</b>	<b>\$1,410.17</b>	<b>\$1,524.64</b>	<b>\$1,455.11</b>

- Monroe court costs are currently not offset by court collected revenue (\$148,000 net costs in 2019).
- Monroe court costs will continue to increase as the case load rises due to population increases.
- Of the three cities, Monroe has the lowest jail cost per misdemeanor and the highest public defense cost per case.
- Overall cost savings to Monroe combined court and jail expenses.
- Strategies that reduce workload or manage service demand can lead to reduced cost.
- District Courts are subsidized by criminal justice tax and state shared revenues. Current District Court contract costs less than Municipal Court. Projected net revenue over costs of \$57,000 in 2019.

Cost to Contract with the District Court (with filing fees)

The District Courts charge city's a "filing fee" to process city cases in the District Court. When the cost of the filing fees are added, the cost to operate the municipal court compared to the



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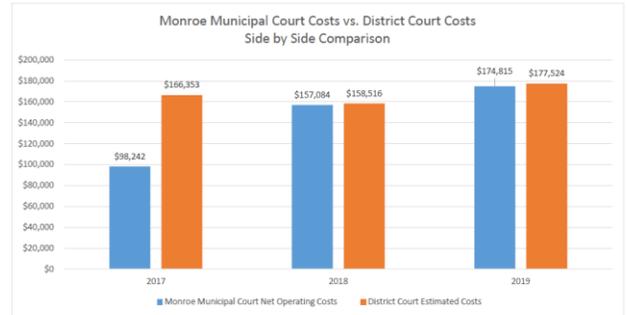
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cost of contracting with the District Court would have been slightly lower in 2017(\$98,242 vs. \$166,353) and comparable in 2018 and 2019 as show on Table 3 and Graph 1 below.

Table 3. Cost to Contract with District Court

<u>Monroe Municipal Court Operating Costs 2019</u>			
Expense	2019	2018	2017
Municipal Court Salaries	(\$197,006)	(\$185,320)	(\$171,141)
Municipal Court Benefits	(\$82,236)	(\$78,003)	(\$73,549)
Municipal Judge Salary	(\$63,888)	(\$63,360)	(\$56,500)
Pro Tem Judge Salary	(\$5,550)	(\$1,250)	(\$2,300)
Other Operational Costs	(\$50,848)	(\$39,566)	(\$40,004)
Total Operational Cost	(\$399,528)	(\$367,499)	(\$343,494)
Local Revenue	\$224,713	\$210,415	\$245,252
Adjusted Operational Cost	(\$174,815)	(\$157,084)	(\$98,242)
<u>District Court Contracted Costs 2019</u>			
Expense	2019	2018	2017
Total Incurred Infractions Fees	(\$97,807)	(\$84,642)	(\$112,355)
Total Incurred Criminal Fees	(\$79,717)	(\$73,874)	(\$53,998)
Total Incurred Filing Fees	(\$177,524)	(\$158,516)	(\$166,353)
	2017	2018	2019
Monroe Municipal Court Net Operating Costs	\$98,242	\$157,084	\$174,815
District Court Estimated Costs	\$166,353	\$158,516	\$177,524

Graph 1. Cost to Contract with District Court



**Facility Needs**

- Monroe’s existing court facility has one courtroom that is combined with the council chambers. The courtroom has limited additional capacity because it is jointly used.
- Caseload projections show a need for additional staff offices, courtroom hours, records and private meeting space beyond the space that is currently available.
- The status quo facility at Monroe City Hall is not sustainable
- Increasing staff and service capacity is to the point where additional space is required.
- While not ideal, court can continue to be held in the Monroe City Council Chambers until caseloads outgrow the Chambers availability, so long as additional staff and records space is provided.

Table 4. Facility Options

✓ From *least* to *most* expensive, here are the Monroe facilities options (rough estimated total project cost):

Facility Options	Total Estimated Cost
Small or Large Portable on City Campus, non-developed location	\$0.75-\$1M plus site prep.
Large Portable on old public works site on City Campus	\$0.75 - \$1M plus demolition
Remodel/Expand Monroe City Hall/Police (Court portion only)	\$1.61M
Replacement Monroe City Hall/Police Combined Building (Court portion only)	\$2.1M
Purchase or Lease of an existing building in Monroe	Unknown



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- Portables have important pros and cons – less expensive than permanent construction; lower quality construction; not a permanent solution.
- Acquisition of an existing building – if available, would provide new, dedicated court rooms, and long-term flexibility.
- Build a new court facility on the city hall campus. The city completed a facility assessment in 2019. The assessment included options to build a new court and council facility between the existing police station and city hall. Mayor and staff recommend designing the new court and council chambers in 2021. City staff would develop a funding strategy which would include a legislative proviso from the State capital budget in 2021, grant funding, and councilmatic or voter approved bonds.

**TIME CONSTRAINTS**

The purpose of presenting the Court Assessment is to provide the city council with information on court operations and facility needs prior to the 2021 budget discussions.

**ALTERNATIVES**

Discuss the report findings and recommendations. Request additional information or direct Mayor and city staff to address areas of concern before accepting the Final Report.



# Court Assessment

CITY COUNCIL MEETING  
SEPTEMBER 15, 2020

# Policy Question

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SHOULD THE CITY CONTINUE TO RETAIN LOCAL CONTROL OVER COURT OPERATIONS?

SHOULD THE CITY MAKE CHANGES AND INVESTMENTS AS RECOMMENDED IN THE COURT ASSESSMENT?

# Recommendations

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## Court Services

- Preserve control of court services
- Judicial philosophy
- Enforcement of quality of life issues
- Customer service

## Staffing

- Improve levels of service to match Marysville and Evergreen District Court
- Add .25 FTE court specialist
- Add a probations officer
- Continue to fund embedded social workers (PD and defense)

## Technology

- Add automated phone and Internet payments to website for 24/7 services (working on this now)

## Facilities

- Secure or construct adequate facilities

## Additional Recommendations

- Wrap around services for high volume offenders
- Evaluate diversion court options
- Evaluate public defender costs and contract

# Findings

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- Criminal Activity and Court Case levels
- Court Services
- **Staffing and Customer Service**
- **Financial Analysis (costs)**
- **Court Facilities**
- **Technology**
- **Alternatives**
- **Recommendations**

# Court Services Staffing and Customer Service

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# Court Services

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Service	Delivery
Over-the-counter and phone-based court services	Monday to Friday 8am-5pm Closed for lunch 11:30-12:30
Court is in session at Monroe City Council Chambers in City Hall	Tuesday mornings Wednesdays (8:45am – 4:00pm)
Jury trails (very rare)	2 <sup>nd</sup> or 4 <sup>th</sup> Fridays
Video appearances for persons housed in Snohomish County Jail	Two sessions per week (up to 3 hours)
Defense attorneys	Meet with clients in the City Hall lobby or a room accessed from the lobby
Indigent Defense screening	Performed by Judge Ness
Automated phone transactions and payments	Not available

# Staffing and Customer Service

Monroe's staff workload (case volume) is double that of comparable municipal courts in Western Washington

No back up support for sick, vacation, or training without impacting core services

No professional probation staffing.

**Monroe is the only court in Snohomish County without probation staffing.**

City	Total Staff	Cases/FTE
Monroe	2.25*	2936
Bainbridge	5	141
Bothell	7	658
Edmonds	6	957
Lynwood	11	953
Shelton	3.85	559

\*Monroe Staff

1 FTE Court Administrator

1 FTE Court Clerk

.25 FTE Security

# Probations

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Monroe is the only court in Snohomish County without probation staffing

Court Administrator spends 40% of her time managing probations case load

Probations Officer may serve as additional social worker helping clients change their lives

- Assist the court and clients with completing required mental health, behavioral health, and substance abuse and other comprehensive assessments
- Assists clients with securing housing, employment, work training and education
- Make treatment recommendations such as mandatory inpatient rehabilitation
- Arrange for regular (weekly) check-ins to reduce the risk of recidivism
- Accompany clients to court hearings
- Submit violations of probation and testify at hearings
- Maintain records of risk screenings, assessments, case planning, interventions, and histories.

# Fiscal Analysis

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# Monroe Costs (2019 Actual)

## COURT REVENUES and COSTS

### Court/Probation Revenue

Fines and Fee Revenue	\$240,290
Probation Fee Revenue	\$17,076
<b>Total Revenue</b>	<b>\$257,366</b>

### Court Costs

Personnel - Judicial Officers	\$75,246
Personnel - Court Operations	\$279,287
Personnel – Probation	\$0
Program Operating Costs	\$18,118
IT and Facilities Operating – Court	\$33,621
<b>Total Costs</b>	<b>\$406,272</b>

**Court Net Revenue (Expense) (\$148,906)**

**Per Case Cost \$138**

## Criminal Justice System Costs--Court and Associated Programs (excluding police)

Court/Probation Net Expense	\$148,906
Prosecutor	\$180,000
Public Defense	\$213,400
Jail	\$372,936
<b>Total Net Cost</b>	<b>\$915,242</b>

**Per Misdemeanor Cost \$1,384.63**

# Cost Comparison

<b>Monroe</b>		<b>Lake Stevens</b>		<b>Sultan</b>	
<b>Monroe Municipal Court</b>		<b>Marysville Municipal Court Contract</b>		<b>Evergreen District Court Contract</b>	
	<u>2019/20</u>		<u>2019/20</u>		<u>2019/20</u>
<b>Court/Probation Revenue</b>		<b>Court/Probation Revenue</b>		<b>Court/Probation Revenue</b>	
Fines and Fee Revenue	\$240,290	Fines and Fee Revenue	\$242,925	Fines and Fee Revenue	\$25,363
Probation Fee Revenue	\$17,076	Probation Fee Revenue Collected	\$6,720	Probation Fee Revenue Collected	\$2,304
<b>Total Revenue</b>	<u>\$257,366</u>	Probation Fee Revenue Retained by Marysville	-\$6,720	Probation Fee Revenue Retained by Evergreen	-\$2,304
		<b>Total Revenue</b>	<u>\$242,925</u>	<b>Total Revenue</b>	<u>\$25,363</u>
<b>Court Costs</b>		<b>Court Costs</b>		<b>Court Costs</b>	
Personnel - Judicial Officers	\$75,246	Marysville Court Contract	\$197,844	Evergreen District Court Contract	\$27,037
Personnel - Court Operations	\$279,287	Direct Non-contract Costs	\$23,152	Direct Non-contract Costs	\$0
Personnel - Probation	\$0	<b>Total Costs</b>	<u>\$220,996</u>	<b>Total Costs</b>	<u>\$27,037</u>
Program Operating Costs	\$18,118				
IT and Facilities Operating - Court	\$33,621				
<b>Total Costs</b>	<u>\$406,272</u>				
		<b>Net Revenue (Expense)</b>	<u><b>\$21,929</b></u>	<b>Net Revenue (Expense)</b>	<u><b>(\$1,674)</b></u>
<b>Court Net Revenue (Expense)</b>	<u><b>(\$148,906)</b></u>				
<b>Per Case Cost</b>	\$138	<b>Per Case Cost</b>	\$81	<b>Per Case Cost</b>	\$64
<b>Court and Associated Programs</b>		<b>Court and Associated Programs</b>		<b>Court and Associated Programs</b>	
<b>Court/Probation Net Expense</b>	\$148,906	<b>Court/Probation Net (Revenue)</b>	(\$21,929)	<b>Court/Probation Net Expense</b>	\$1,674
Prosecutor	\$180,000	Prosecutor	\$142,669	Prosecutor	\$68,804
Public Defense	\$218,400	Public Defense	\$127,627	Public Defense	\$25,440
Jail	\$372,936	Jail	\$427,687	Jail	\$92,227
<b>Total Net Cost</b>	<u><b>\$915,242</b></u>	<b>Total Net Cost</b>	<u><b>\$676,054</b></u>	<b>Total Net Cost</b>	<u><b>\$188,145</b></u>
<b>Per Misdemeanor Cost</b>	<b>\$1,384.63</b>	<b>Per Misdemeanor Cost</b>	<b>\$1,307.65</b>	<b>Per Misdemeanor Cost</b>	<b>\$1,198.38</b>

# Estimated Future Costs

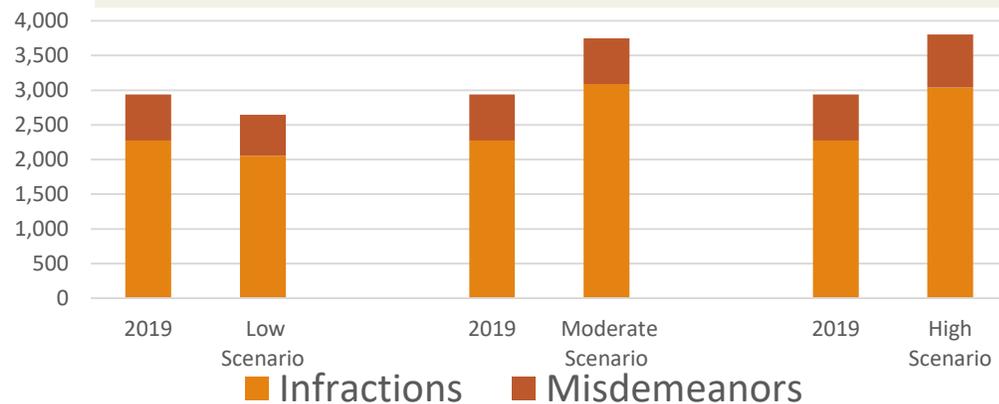
## ASSUMPTIONS FOR 2026

Low Growth – Case load down by 10%

Moderate Growth – Case load

High Growth – Case load up by 30%

2026 Monroe Court Caseload Forecast Scenarios



## Monroe Stand Alone Municipal Court Forecast Assuming Building Block Staffing Scenario

	Base Year	Low 2026	Moderate 2026	High 2026
<b>Court/Probation Revenue</b>				
Fines and Fee Revenue	\$240,290	\$240,752	\$240,752	\$274,126
Probation Fee Revenue	\$17,076	\$17,076	\$17,076	\$17,185
<b>Total Revenue</b>	<b>\$257,366</b>	<b>\$257,828</b>	<b>\$257,828</b>	<b>\$291,311</b>
<b>Court Costs</b>				
Personnel - Judicial Officers	\$75,246	\$75,246	\$75,246	\$75,246
Personnel - Court Operations	\$279,287	\$279,287	\$297,715	\$301,312
Personnel - Probation	\$0	\$0	\$75,600	\$75,600
Program Operating Costs	\$18,118	\$18,118	\$18,118	\$21,743
IT and Facilities Operating - Court	\$33,621	\$33,621	\$44,621	\$44,621
<b>Total Costs</b>	<b>\$406,272</b>	<b>\$406,272</b>	<b>\$511,300</b>	<b>\$518,522</b>

**Court Net Revenue (Expense)**      **(\$148,906)**      **(\$148,444)**      **(\$253,472)**      **(\$227,211)**

Average Per Case Cost      \$138      \$154      \$136      \$136

## Court and Associated Programs

	Base	Low 2026	Moderate 2026	High 2026
Court/Probation Net Expense	\$148,906	\$148,444	\$253,472	\$227,211
Prosecutor	\$180,000	\$160,121	\$179,183	\$208,048
Public Defense	\$213,400	\$188,866	\$214,562	\$245,397
Jail	\$372,936	\$331,749	\$371,243	\$431,049
<b>Total Net Cost</b>	<b>\$915,242</b>	<b>\$829,180</b>	<b>\$1,018,460</b>	<b>\$1,111,705</b>

**Per Misdemeanor Cost**      **\$1,384.63**      **\$1,410.17**      **\$1,524.64**      **\$1,455.11**

# Costs to Operate Municipal vs. Dist. Court

District Court has the lowest operating cost

The cost difference is significant in the aggregate and per case.

Key reasons for the cost difference:

- County appears to be subsidizing the court with regional CJ taxes and state revenue
- County court staff are paid less

## Monroe Contract with District Court

### Forecast District Court Contract

	Base Year	Low 2026	Moderate 2026	High 2026
<b>Court/Probation Revenue</b>				
Fines and Fee Revenue	\$240,290	\$222,086	\$263,760	\$319,536
Probation Fee Revenue Collected	\$17,076	\$15,240	\$17,018	\$19,812
Probation Fee Revenue Retained by Evergreen	-\$17,076	-\$15,240	-\$17,018	-\$19,812
<b>Total Revenue</b>	<b>\$240,290</b>	<b>\$222,086</b>	<b>\$263,760</b>	<b>\$319,536</b>
<b>Costs</b>				
Evergreen District Court Contract	\$174,402	\$173,955	\$231,226	\$243,077
Direct Non-contract costs	\$9,091	\$8,087	\$9,050	\$10,508
<b>Total Costs</b>	<b>\$183,493</b>	<b>\$182,042</b>	<b>\$240,275</b>	<b>\$253,585</b>
<b>Net Revenue (Expense)</b>	<b>\$56,797</b>	<b>\$40,044</b>	<b>\$23,485</b>	<b>\$65,951</b>
Average Per Case Cost	\$62	\$69	\$64	\$67
<b>Court/Probation Net Revenue</b>	<b>Base Year (\$56,797)</b>	<b>Low 2026 (\$40,044)</b>	<b>Moderate 2026 (\$23,485)</b>	<b>High 2026 (\$65,951)</b>
Prosecutor	\$180,000	\$160,121	\$179,183	\$208,048
Public Defense	\$212,313	\$188,866	\$211,350	\$245,397
Jail	\$372,936	\$331,749	\$371,243	\$431,049
<b>Sub total</b>	<b>\$765,249</b>	<b>\$680,736</b>	<b>\$761,776</b>	<b>\$884,494</b>
<b>Total Net Cost</b>	<b>\$708,453</b>	<b>\$640,692</b>	<b>\$738,291</b>	<b>\$818,542</b>
Per Misd	\$1,072	\$1,090	\$1,122	\$1,071.39

# Cost to Contract with District Court (with filing fees)

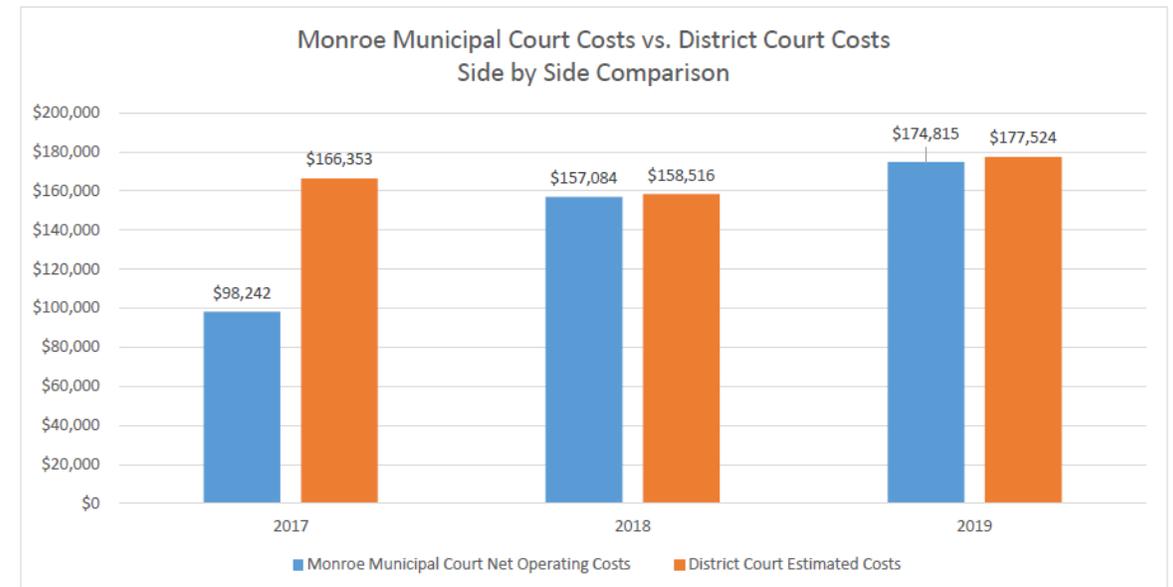
## Monroe Municipal Court Operating Costs 2019

Expense	2019	2018	2017
Municipal Court Salaries	(\$197,006)	(\$185,320)	(\$171,141)
Municipal Court Benefits	(\$82,236)	(\$78,003)	(\$73,549)
Municipal Judge Salary	(\$63,888)	(\$63,360)	(\$56,500)
Pro Tem Judge Salary	(\$5,550)	(\$1,250)	(\$2,300)
Other Operational Costs	(\$50,848)	(\$39,566)	(\$40,004)
Total Operational Cost	(\$399,528)	(\$367,499)	(\$343,494)
Local Revenue	\$224,713	\$210,415	\$245,252
Adjusted Operational Cost	(\$174,815)	(\$157,084)	(\$98,242)

## District Court Contracted Costs 2019

Expense	2019	2018	2017
Total Incurred Infractions Fees	(\$97,807)	(\$84,642)	(\$112,355)
Total Incurred Criminal Fees	(\$79,717)	(\$73,874)	(\$53,998)
Total Incurred Filing Fees	(\$177,524)	(\$158,516)	(\$166,353)

	2017	2018	2019
Monroe Municipal Court Net Operating Costs	\$98,242	\$157,084	\$174,815
District Court Estimated Costs	\$166,353	\$158,516	\$177,524



# Court Facilities

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# Court Facilities



# Court Facility Comparison

	Monroe Municipal	Marysville Municipal	Evergreen Dist. Ct.
<b>Current Facility</b>	<ul style="list-style-type: none"> <li>• Court held in Council chambers.</li> <li>• Significant competition for use of Council chambers</li> <li>• Lobby space use combined with other City Hall visitors</li> <li>• Security scan and video equipment must be set up and taken down each day</li> <li>• Security concerns noted by several partners – no video monitor or panic button</li> <li>• Office space for staff and customer area inadequate</li> <li>• Records space inadequate</li> <li>• Police dept. has three short-term holding cells</li> <li>• Parking can overflow</li> </ul>	<ul style="list-style-type: none"> <li>• Dedicated 2-courtroom facility</li> <li>• Security video, panic button in both courtrooms</li> <li>• Video appearance equipment installed</li> <li>• Adjacent jail with holding cells</li> <li>• Adequate customer service and private meeting space for attorneys</li> <li>• Parking adequate</li> </ul> <p><i>New court facility is under construction. Will have similar features.</i></p>	<ul style="list-style-type: none"> <li>• Dedicated 2-courtroom facility</li> <li>• Judge Clough currently hears city cases and will be retiring in 2021 or 2022.</li> <li>• No security video</li> <li>• No panic button in courtroom</li> <li>• No video appearance capacity: video appearances conducted in other divisions of District court</li> <li>• Large customer service area and private meeting space for attorneys</li> <li>• Sultan cases not on dedicated calendars</li> <li>• No holding cells, no adjacent jail</li> <li>• Parking adequate</li> </ul>

# Monroe Court Facility Needs Assessment

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- No dedicated facility
- No jury room
- No lobby space
- No permanent security
- No permanent video
- Inadequate office space
- Inadequate records storage
- Inadequate parking

Facility Needs	YES	NO
Dedicated Court Room(s)		X
Jury Room		X
Meeting space for public defender	X	
Dedicated lobby space		X
Permanent security and panic button		X
Video appearance equipment installed		X
Adequate office space		X
Adequate record storage		X
Adequate parking space		X

# Recommended Court Facilities

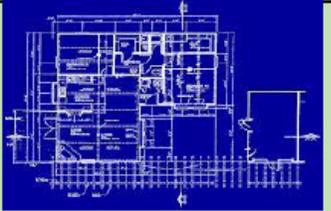
4,000-5,000 sq. ft.

- one courtroom and customer counter,
- staff and judge offices,
- records storage,
- in-custody defendant access/security, public security

- probation meeting rooms, meeting space for defense attorneys, private meeting space for victims/witnesses/children
- Jury room, adjacent restrooms.
- Adequate parking, ADA access and transit service
- Technology for staff/attorneys and general public, WiFi, printing/scanning equipment, video and audio equipment.
- Lobby and restrooms

✓ From *least* to *most* expensive, here are the Monroe facilities options (rough estimated total project cost):

Facility Options	Total Estimated Cost
Small or Large Portable on City Campus, non-developed location	\$0.75-\$1M plus site prep.
Large Portable on old public works site on City Campus	\$0.75 - \$1M plus demolition
Remodel/Expand Monroe City Hall/Police (Court portion only)	\$1.61M
Replacement Monroe City Hall/Police Combined Building (Court portion only)	\$2.1M
Purchase or Lease of an existing building in Monroe	Unknown

Monroe Facilities Options A-C				Adequate for Monroe with staff/ program additions	Adequacy for Joint Court	When available?	Rough Estimated Cost	Annual Cost (2)
Option	Title	Sq. Ft.	Planned Joint Use Space					
 Option A	Status Quo-- Existing Court Space - Joint Use of Monroe Council Chambers	1,456	Customer Service/waiting area and restrooms; 1,001 sq. ft. Council Chambers and adjacent Conference Room. Off-site records. Existing parking and gravel overflow area.	No	No	2020, however no space for added staff or programs.	\$0	\$0
 Option B	Replacement Monroe City Hall/Police Combined Building	4,200	Shared public restroom; employee break room, records storage; conference rooms and customer service/waiting area. Planned parking. (New dedicated courtroom space)	Yes	Yes	No sooner than 2023	\$2.1 million (court portion of project only)	\$166,308
 Option C	Remodel/ Expand Monroe City Hall/Police	4,200	Shared public restroom; employee break room, records storage; conference rooms and customer service/waiting area. Planned parking. (New dedicated courtroom space).	Yes	Yes	No sooner than 2023	\$1.61 million (court portion of project only)	\$127,500

Monroe Facilities Options D-F				Adequate for Monroe with staff/program additions	Adequacy for Joint Court	When available?	Rough Estimated Cost	Annual Cost (2)
Option	Title	Sq. Ft.	Planned Joint Use Space					
 Option D	Court in Portable -- Existing Monroe City Hall Campus land	2,000 - 5,000	Smaller portable option would house staff and customer service area. Joint use of Council Chambers and adjacent space/parking would continue. Larger portable would house all uses (except parking).	Yes	Yes	No sooner than 2021	5000 sq. ft. portable-- \$750,000 to \$1 million	\$127,284
 Option E	Court in Portable -- Old Monroe Public Works Bldg. Location	4,000 - 5,000	All uses except parking.  (Note: new construction on this site is part of options B and C)	Yes	Yes	No sooner than 2021	5,000 sq. ft. portable— \$750,000 to \$1 million (Requires demolition of existing unused structure.)	\$178,188
 Option F	Acquire an existing building in Monroe	4,000 to 6,000	Space for all court uses and parking; a portion of space may be re-purposed for other city uses or leased.	Yes	Yes	Now or after needed modifications	Unknown	NA

# Technology

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The court website offers limited information and self-help services.

There are no automated on-line or phone services for customer payments.

The court **does use video** appearance with jail.

## Technology Recommendations

- Contact information for court, hours, court calendar are all online
- Fines and penalties can be paid online, by phone or mail.
- Infraction payments, mitigation, contest can be submitted online
- Can request court records online
- Can watch court proceedings live online
- Can download many court forms online
- Public defender information available
- Jury duty information available

# Alternatives

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# Monroe Option 1: Contract with Evergreen District Court

Advantages for Monroe	Disadvantages for Monroe
<ul style="list-style-type: none"> <li>• Least cost option.</li> <li>• Evergreen provides probation services at no cost to city</li> <li>• Court location is in Monroe very near City Hall</li> <li>• Reduce confusion with only one local court in the City</li> <li>• No need to add staffing, services</li> <li>• No need for additional court facilities</li> <li>• Better online services</li> <li>• Jail sentencing practice of current judges similar to Monroe</li> </ul>	<ul style="list-style-type: none"> <li>• Less local control -- No ability to hire/fire judge, control court procedures or costs</li> <li>• Less continuity in terms of judges for Monroe cases (video appearance are heard by judges in Everett, South Divisions)</li> <li>• Potentially less judicial engagement on building new cross-system interventions to address Monroe’s criminal justice issues</li> <li>• County collects revenue per case at a somewhat lower rate and has a modestly higher number of hearings per misdemeanor</li> </ul>
<p><b>Potential Advantages:</b></p>	<p><b>Potential Disadvantages:</b></p>
<ul style="list-style-type: none"> <li>• <i>Could seek access to County mental health county regional tax</i></li> <li>• <i>Could seek access to regional relicensing program (currently under discussion, not yet launched) to handle some DWLS3 cases</i></li> <li>• <i>Enhanced leverage if negotiating with other cities</i></li> <li>• <i>Could retain Traffic Violation Bureau to enhance fine collection.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>County could elect to close Evergreen Division and hold all cases in Everett (previously studied by County, but currently not an active conversation)</i></li> </ul>

# Monroe Option 2: Adjust Municipal Court Offerings/Staffing to Stabilize and Improve Service, but Don't Extend Services to Other Cities

Advantages	Disadvantages
<ul style="list-style-type: none"> <li>• Maintain local control over costs, judge selection, court procedures</li> <li>• Improves service levels for customers over status quo; court becomes sustainable.</li> <li>• Can maintain focus on bringing together in-city resources/agencies to address homeless population or specific high-volume crimes.</li> <li>• Retains consistency in judicial oversight of cases/offenders.</li> <li>• Can implement small community/diversion court calendars unique to Monroe's needs</li> </ul>	<ul style="list-style-type: none"> <li>• More expensive than Evergreen Court</li> <li>• Opportunities for economies of scale not taken</li> <li>• Loss of direct access to the advantages of regional revenue support for criminal justice programs and services.</li> <li>• Loss of direct access to mature Probation treatment programs and services</li> <li>• Requires facility and modest technology investments</li> <li>• Community/diversion court services would need to be funded and implemented by county</li> </ul>
<b><i>Potential Advantages</i></b>	<b><i>Potential Disadvantages</i></b>
<ul style="list-style-type: none"> <li>• <i>Could seek access to County or Marysville mental health revenues, courts and/or probation services through small contracts (rather than recreate)</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Loss of access to potential future County Mental Health court services funded by regional/state revenue</i></li> </ul>

# Recommendations

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# Recommendations

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## Court Services

- Preserve control of court services
- Judicial philosophy
- Enforcement of quality of life issues
- Customer service

## Staffing

- Improve levels of service to match Marysville and Evergreen District Court
- Add .25 FTE court specialist
- Add a probations officer
- Continue to fund embedded social workers (PD and defense)

## Technology

- Add automated phone and Internet payments to website for 24/7 services (working on this now)

## Facilities

- Secure or construct adequate facilities

## Additional Recommendations

- Wrap around services for high volume offenders
- Evaluate diversion court options
- Evaluate public defender costs and contract

# Recommendations

	Description	2020	2021	2023	2024	2025
Municipal Court Operations	Control judicial philosophy Manage criminal justice costs	\$406,272	\$446,900	\$491,590	\$540,750	\$592,040
Probations Officer 1 FTE w/ benefits	Hold offenders accountable; reduce recidivism		\$125,000	\$125,000	\$125,000	\$125,000
Court Clerk .25 FTE	Assist with records management Provide customer service during court Provide back-up for sick/vacation days	\$0	\$0	\$0	\$0	\$0
Technology	Pay by phone and on-line Add forms	\$3,500 (CARES)	\$0	\$0	\$0	\$0
<b>Subtotal Ops</b>		<b>\$409,722</b>	<b>\$571,900</b>	<b>\$616,590</b>	<b>\$665,750</b>	<b>\$717,040</b>
Court Facility	Include with city hall design/const. Court room, jury room, restroom, office space, interview room, safety features, AV eqmpt.	\$0	\$250,000	\$250,000	\$1,000,000	\$1,000,000



# MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 9/18/2020  
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 9/29/2020

- 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
  - Absent: PC

## 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
  - Consent: WH Pacific Amendment; ROW Temp Construction Easements; Emergency Mgmt ORD, final reading
  - NB: School Resource Officer ILA; Parking Restrictions Resolution
  - 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**
- 2<sup>nd</sup> Public Hearing: 2021 Budget
  - Discussion: 2021 Proposed Budget presentation
  - Absent: KH

## TUESDAY 10/27/2020

- 6 p.m. **City Council P3 Committee Meeting**
- Tour WWTP; International Building Code Adoption; Code Enforcement Amendments; Affordable Housing Code; Annual Comp Plan Amendments; N. Kelsey Planning & Design Guidelines
- 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
  - Absent: KH, JG (tentative)

## 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
- 7 p.m. **City Council Regular Business Meeting**
- NB: Year End Fees Resolution Update; International Building Code Adoption; Code Enforcement Amendments
  - 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



# MONROE CITY COUNCIL EXTENDED AGENDA

Current as of 9/18/2020  
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 11/24/2020 (continued)

- 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**  
• OB: International Building Code Adoption; Code Enforcement Amendments  
• 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

## 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

## 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



# MONROE THIS WEEK

September 18, 2020 • Vol 6/Edition 36

 EvergreenHealth Monroe  
Foundation



*Thank you for reading Monroe This Week.*

*This week's edition provides details on the City's receipt of the 2020 Dr. Joseph Feek Community Service Award, the second round of the Working Washington Small Business Emergency Grant, tonight's Swifts Night In virtual event, a national recognition for a City staff member, the launch of the Parks, Recreation and Open Space (PROS) Plan update, the synthetic field construction project at Lake Tye Park, and the City's acquisition of new park land in the North Hill area.*



*Please contact me with any and all feedback regarding the articles below. I can be reached at [GThomas@MonroeWA.gov](mailto:GThomas@MonroeWA.gov).*

*Yours in Service,*

Mayor Geoffrey Thomas

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## CITY HONORED TO RECEIVE 2020 DR. FEEK AWARD

2020 has been a trying year across our country and across the globe. While our Monroe community has not been immune to these challenging times, our community has met the challenge of the road put before us. And we, as a community, will continue to persevere – to support one another in times of need, and to bring out the best in one another.



This week, the [EvergreenHealth Monroe Foundation](#) recognized the [City of Monroe](#) with the 2020 Dr. Joseph Feek Community Service Award “for the tireless work ... done this last year navigating this pandemic and helping those” in our Monroe community. I thank the EvergreenHealth Monroe Foundation for recognizing the City of Monroe with the 2020 Dr. Feek Award.

The recognition caused me to pause and give thanks for the talented and thoughtful people we have working for the City, for a supportive community of residents, businesses owners, and non-profit organizations, and for an engaged and caring City Council. It is a blessing to bear witness to the good that we have all done during these troubling times. From my heart to yours, thank you. #LoveMonroe

I am also appreciative of and recognize the contributions from our state and federal elected officials, who care deeply about Monroe. Earlier this year, our federal leaders had the foresight to approve the Coronavirus Aid, Relief, and Economic Security (CARES) Act; it was partly because of the essential funds received through the CARES Act that the City has been able to implement programs and policies to help local businesses, residents, and those in need.

I was gratified to accept the award from Bridgett Edgar, Chair of the [2020 Blue Jeans and Boots Gala](#). Hosted by the EvergreenHealth Monroe Foundation, the gala is the function at which the Dr. Feek Award is annually bestowed. Due to COVID-19, this year's gala has transitioned to a virtual format. All proceeds from the virtual gala will support critical needs and emergency preparedness of the EvergreenHealth Monroe Medical Center.

If you would like, please see [the video](#) of the award ceremony.

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In last week's edition of [Monroe This Week](#), I shared that [Economic Alliance Snohomish County](#) (EASC) will be administering a second round of the Working Washington Small Business Emergency Grant, and that applications were expected to open in mid-September. This week, EASC announced that applications will be accepted beginning on Monday, September 21 at 9:00 a.m.; the application cycle will be open for seven calendar days or until 1,000 completed applications are received, whichever occurs first.

A total of \$580,000 will be awarded countywide; up to 100 grants will be issued, with a maximum per grant of \$10,000. Eligible applicants will be for-profit businesses of 20 or fewer employees, located within Snohomish County, which have experienced a revenue loss of at least 25% directly attributable to COVID-19. Grants will be awarded in two amounts: \$5,000 for firms with 10 or fewer employees, and \$10,000 for firms with 11-20 employees, as of the date of application. Companies which were awarded grants of \$5,000 or more from Working Washington Small Business Emergency Grant Round 1 are not eligible for Round 2. For details on eligibility, exclusions, application preparation, and to submit an application, visit the EASC [grant website](#).



Washington State  
Department of  
**Commerce**

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## PILCHUCK AUDUBON SOCIETY PRESENTS SWIFT NIGHT IN

For many here in Monroe, the transition from summer to fall is a time for gathering around the old chimney at the Frank Wagner Elementary School to watch the dazzling display of migrating Vaux's Swifts. Each year, thousands of Vaux's Swifts use the chimney as a roosting stop on their migratory journeys, both north and south. For several years, the [Pilchuck Audubon Society](#) has been hosting a Swifts Night Out event, where the community gathers at the school to observe those magnificent birds filing into the roost. Just as the swifts have adapted to use chimneys in place of old growth trees, this year's event has adapted as well. Swift Night In will be held [via Zoom](#) tonight, September 18, beginning at 6:00 p.m. Beloved swift expert Larry Schwitters will be presenting an update on the [Vaux's Happening](#) project and where he sees it going in the future.



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## CITY STAFF MEMBER RECEIVES NATIONAL AWARD

On Monday, September 14, the [American Public Works Association](#) (APWA) awarded its 2020 Young Leader of the Year Award to Tyler Christian. Mr. Christian is currently a



Management Analyst with the City of Monroe, a position he started in March; prior to this role, Tyler served as a Water Quality Specialist in the Public Works Department.

As stated in his nomination, Tyler has "demonstrated dedication and a high level of leadership with APWA, both at the State and National level." Appointed to the APWA Young Professionals National Committee in 2019, Tyler has mentored several students through the [APWA Washington Chapter's](#) student outreach network, advised APWA student chapters at WSU-Everett and Everett Community College, and supported student chapters at the University of Washington and Seattle University. As Public Works Director Brad Feilberg stated, Tyler's 2019 appointment put Monroe in the national spotlight of a highly regarded organization consisting of roughly 30,000 members from the public works industry. This year's award is a reflection of Tyler's positive and ongoing representation of the City of Monroe. Congratulations, Tyler!



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## CITY KICKS-OFF PARKS, RECREATION AND OPEN SPACE PLAN UPDATE

The City of Monroe has kicked-off our Parks, Recreation & Open Space (PROS) Plan Update with our contracted consultant firm MIG, and are now entering the inventory and assessment phases. The entire planning process has four phases: Inventory, Assessment, Strategies, and Action Plan, and is expected to be completed in December 2021.

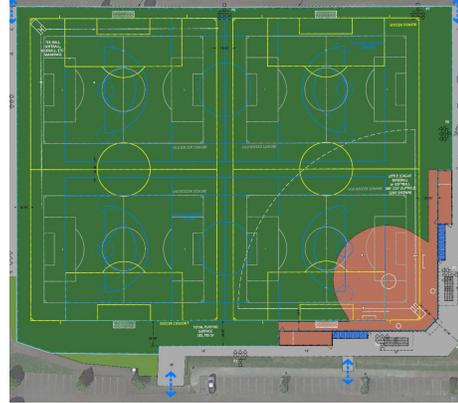


The purpose of the PROS plan is to provide long-term guidance in planning the City's future, identifying ways that parks, facilities, trails, and programs can enhance community livability, meet the needs of new growth, increase economic impacts, protect trees and other natural resources, and maximize the City's investments for its residents. Washington's Growth Management Act (GMA) requires local governments develop and adopt comprehensive plans that include a parks and recreation element; the PROS Plan serves as the city's parks and recreation element.

MIG have been collecting inventory information, background, and planning documents, and are creating a GIS parks, trails, open spaces and facilities base map. On Monday, September 14, MIG conducted an introductory project goals and SWOT (strengths, weaknesses, opportunities, threats) Analysis in a joint [Planning Commission/Parks Board meeting](#), and throughout the week staff has led the consultants on a physical tour of our parks and trails. This will be followed by individual Stakeholder and Key Leader video conference interviews, to be scheduled within approximately four weeks. There will be several additional public outreach and survey opportunities to ensure we get our community's important input to shape the priorities of the plan.

## LAKE TYE PARK LIGHTED SYNTHETIC FIELDS PROJECT TO PROCEED

At its August 25 [Regular Business Meeting](#), the City Council approved the 2020 Budget Amendment, which addresses the revenue impacts of the COVID-19 pandemic. As part of the amended budget, Parks Department staff are set to proceed with the Lake Tye Park Lighted Synthetic Fields project. This work 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 throughout the year. Historically, the fields have been unusable October through March, and parts of April, May and September, due to worn turf degradation, shortened daylight hours, clay infield saturation, and poor field drainage from seasonal rain events and the aged drainage system. Work will begin on-site in 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](#) for more information and updates about this project.



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## NORTH HILL AREA PARK LAND ACQUISITION

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



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## UPCOMING CITY COUNCIL MEETING SCHEDULE

The City Council will meet in a Regular Business Meeting on Tuesday, September 22, 2020. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the September 22 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](mailto:councilmembers@monroewa.gov)

