

**MONROE CITY COUNCIL**  
**Regular Business Meeting**  
**June 9, 2020, 7:00 P.M.**

**Zoom Online Meeting Platform**

**Join:** <https://us02web.zoom.us/j/85770375797>

**Mayor:** *Geoffrey Thomas*

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

**AGENDA**

Call To Order

1. Virtual Participation Information

The City Council meeting will be held virtually via Zoom Meeting. Due to the COVID-19 pandemic, and Proclamation 20-28.4 issued by Governor Jay Inslee, in-person attendance is not permitted at this time.

Join Zoom Meeting:

- Click link: <https://us02web.zoom.us/j/85770375797>; or
- Dial in: (253) 215-8782
- Meeting ID: 857 7037 5797

Roll Call

Pledge Of Allegiance

1. Councilmember Hanford

Public Hearing

1. AB20-071: 2021-2026 Transportation Improvement Plan (S. Peterson)

If you are attending the meeting virtually (using the link or number provided above) please indicate that you would like to speak during the public comment portion of the public hearing 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."

Documents:

[AB20-071 - 2021-2026 Transportation Improvement Plan.pdf](#)

Public Comments

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

1. Virtual Participation Information

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

Attendees can alternatively submit written comments to be read into the record

at the time of the meeting. All written comments must be received prior to 5:00 p.m. on the day of the meeting and must be 350 words or less. Submit to [gpfister@monroewa.gov](mailto:gpfister@monroewa.gov).

## Consent Agenda

### 1. Approval of the Minutes: May 12, 2020, Regular Business Meeting

Documents:

[MCC Minutes 5-12-20 DRAFT.pdf](#)

### 2. Approval of AP Checks and ACH Payments

Documents:

[AP Approval Packet 1.pdf](#)

[AP Approval Packet 2.pdf](#)

### 3. Approval of Payroll Warrants and ACH Payments

Documents:

[AAA FORM PAYROLL WARR APPROVAL.pdf](#)

### 4. AB20-072: Authorize Mayor to Sign Contract with Lakeside Industries, Inc. for 2020 Annual Road Maintenance Project (S. Peterson)

Documents:

[AB20-072 - 2020 Annual Road Maintenance Project.pdf](#)

### 5. AB20-073: Authorize Mayor to Execute Extension of the Interlocal Agreement with French Slough Flood Control District for Conveyance of Stormwater (J. Roberts)

Documents:

[AB20-073 - French Slough Flood Control District.pdf](#)

### 6. AB20-074: Accept Project/Begin Lien Period for the Kelsey Street & Blueberry Lane Intersection Improvement Project (S. Peterson)

Documents:

[AB20-074 - Kelsey and Blueberry Intersection Improvements.pdf](#)

### 7. AB20-075: Ordinance 004/2020 Amending Chapter 14.01 MMC, Flood Hazard Area Regulations; Final Reading (A. Marrero)

Documents:

[AB20-075 - Flood Hazard Area Regulations.pdf](#)

### 8. AB20-076: Approve Purchase and Authorize the Mayor to Sign Right-of-Way Deed, Easements, and Associated Documentation of Parcel 17, for Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path) (S. Peterson)

Documents:

[AB20-076 - Chain Lake Road ROW Parcel 17.pdf](#)

## New Business

1. AB20-077: Interim Development Regulations in Chapter 22.90 MMC, Temporary Encampments, Emergency Ordinance 005/2020 (S. Restall)

Documents:

[AB20-077 - Temporary Encampments.pdf](#)

2. AB20-078: Ordinance 006/2020, Amending MMC 3.54.130, Transportation Impact Fees, First Reading (S. Peterson)

Documents:

[AB20-078 - Transportation Impact Fees.pdf](#)

3. AB20-079: Approval of a Contract between the City of Monroe and the Washington State Department of Commerce for Receipt of Coronavirus Relief Funds (R. Huebner)

Documents:

[AB20-079 - Coronavirus Relief Funds.pdf](#)

## Councilmember Reports

### Staff/ Department Reports

1. Parks & Recreation (M. Farrell)

Documents:

[Report - Parks.pdf](#)

2. Police Department (J. Jolley)

Documents:

[Report - Police Department.pdf](#)

3. Public Works (B. Feilberg)

Documents:

[Report - PW.pdf](#)

4. Human Services/We are Monroe (D. Knight)

Documents:

[Report - HPAC combined \(corrected\).pdf](#)

## Mayor/ Administrative Reports

1. City Administrator Update (D. Knight)

- AWC Annual Conference and Business Meeting Voting Delegates

2. Mayor's Update/Monroe This Week (June 5, 2020, Volume 6, Edition 21)  
(Mayor Thomas)

Documents:

[MTW Volume 6 Edition 21.pdf](#)

Executive Session

1. To discuss property acquisition pursuant to RCW 42.30.110(1)(b) Action may or may not be taken.

Adjournment

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

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

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-071

<b>SUBJECT:</b>	<b>PUBLIC HEARING: 2021-2026 Transportation Improvement Plan (TIP)</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Public Works Design & Construction	Scott Peterson	Scott Peterson	Public Hearing #1

**Discussion:** 06/09/2020

**Public Hearing – Council:** 06/09/2020

- Attachments:**
1. 2020-2025 Capital Improvement Plan (CIP) Ordinance
  2. Draft 2021 – 2026 Transportation Improvement Plan
  3. 2021-2026 TIP Presentation

### REQUESTED ACTION:

1. *(After citizen testimony, if any)* Move to close the public testimony portion of the public hearing.
2. *(After Council discussion, if any)* Move to close the public hearing.

### POLICY CONSIDERATION

*RCW 35.77.010 requires the City Council to adopt a six-year Transportation Improvement Program each year by July 1st, through a public hearing process.*

### DESCRIPTION/BACKGROUND

The 2021-2026 Transportation Improvement Plan (TIP) included with this agenda bill is consistent with the 2015-2035 Comprehensive Plan adopted by the Monroe City Council on December 8, 2015. The capital facilities element of the Comprehensive Plan was amended through the adoption the 6-Year Capital Improvement Plan presented to Council in November 2019 (Attachment 1). The proposed 6-Year TIP reflects the street-related projects identified in the Capital Improvement Plan and is therefore consistent with the City's objectives in improving the public roadways through reduction in traffic congestion, as well as maintaining existing infrastructure through partnership with the Transportation Benefit District.

Notable changes between the proposed 2021-2026 TIP and the current 2020-2025 TIP include:

1. *179<sup>th</sup>/147<sup>th</sup> Signal* – The design phase will begin this year due to an unanticipated grant award from PSRC. Previously, the design phase was targeted for 2021.
2. *Chain Lake Road Phase IIA multi-purpose* – Construction was to occur in 2020, but right-of-way challenges has pushed this phase out to 2021.
3. *Chain Lake Road Phase IIB* – The City has not received grant funding for this project. The project expenditure years have been adjusted to begin in 2022, which would be the earliest opportunity should grant funding become available.
4. *Tjerne Phase III (Oaks Street)* - The City has not received grant funding to begin the design phase. While limited right-of-way is actively being pursued along this corridor, this project is for improving the street, of which design, additional right-of-way, and construction are needed. The project expenditure years have been adjusted to begin in 2022, which would be the earliest opportunity should grant funding become available to initiate a design.

5. *Annual Sidewalk Development (EDAB)* – Added to be consistent with the adopted 6-Year CIP.
6. *North Madison* – Added to be consistent with adopted 6-Year CIP. Street improvements are part of a larger effort involving sewer, water and stormwater system upgrades.
7. *Railroad Crossing/Tracks* – Added to be consistent with the adopted 6-Year CIP.
8. *Underground Overhead Utilities (EDAB)* – Added to be consistent with the 6-Year CIP.

City staff actively pursue grants to provide significant funding for street projects. Grant organizations, such as the Puget Sound Regional Council (PSRC) and the Transportation Improvement Board, require projects to be on an agency's TIP. Grant opportunities are competitive and not guaranteed upon application. While projects and their timelines are planned into the TIP based on grants being awarded, it should be recognized that a given project may be delayed if the grant is not awarded.

The following table summarizes the projects in the proposed 2021-2026 TIP:

ID	PROJECT	2021	2022	2023	2024	2025	2026
1	Annual Road Maintenance	1,303,486	1,368,660	1,437,094	1,508,948	1,584,395	1,663,615
2	191st Avenue SE Trail	80,000	100,000	400,000			
3	Tjerne Phase III (Oaks Street)		599,852	2,211,158	5,232,655		
4	Train Noise Reduction Area	100,000					
5	Chain Lake Road Phase IIA multi-purpose	2,286,100					
6	US Hwy 2 Non-Motorized Shared Path	50,000	500,000				
7	179th/147th Signal		90,064	429,578			
8	Chain Lake Road Phase IIB		382,885	2,680,192	4,924,850		
9	179th Avenue Sidewalk	180,900	649,075				
10	Annual Sidewalk Improvements	462,066	485,170	509,429	534,899	561,644	589,726
11	Annual Sidewalk Development (EDAB)	200,000	300,000	300,000	300,000		
12	North Madison	740,086					
13	Railroad Crossing/Tracks	450,000	500,000	350,000	500,000	500,000	
14	Underground overhead utilities (EDAB)	20,000	100,000	300,000	300,000		

Projects intending to be active in 2021 will be included in the Mayor's recommended budget for next year.

### **FISCAL IMPACTS**

Adoption of the TIP in itself has no budget impacts.

### **TIME CONSTRAINTS**

RCW 35.77.010 requires the City Council to adopt a six-year TIP each year by July 1<sup>st</sup>. The following outlines the schedule for adoption of the resolution:

- Public Hearing – June 09, 2020.
- Adopt Resolution – June 23, 2020.

**ALTERNATIVES**

1. Council may request changes to the 6-year TIP prior to adoption.

**CITY OF MONROE  
ORDINANCE NO. 022/2019**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING THE CAPITAL FACILITIES ELEMENT AND THE TRANSPORTATION ELEMENT OF THE MONROE COMPREHENSIVE PLAN; ADOPTING A REVISED AND UPDATED SIX-YEAR CAPITAL IMPROVEMENT PLAN FOR THE YEARS 2020 THROUGH 2025 CONCURRENTLY WITH THE CITY'S 2020 BUDGET; ADOPTING SUPPORTING LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, the City of Monroe has adopted the City's 2020 budget concurrently with this ordinance; and

WHEREAS, in conjunction therewith the City routinely updates, revises, and adopts its Six-Year Capital Improvement Plan (CIP) as required by the Growth Management Act and the City's Comprehensive Plan; and

WHEREAS, the City has revised the CIP, attached hereto as Exhibit A (2020-2025 CIP), which includes specifically achievable and realistic capital projects with identified funding levels and sources consistent with revenue forecasts and anticipated budget appropriations; and

WHEREAS, the City has revised the CIP to reflect changes in existing capital improvement programs and projects, and to add new programs and projects, all to be consistent with applicable funding levels, revenue forecasts and budget appropriations; and

WHEREAS, the City desires to concurrently amend the Capital Facilities and Transportation Elements of its Comprehensive Plan to complete the process of fully coordinating and integrating the CIP and the Capital Facilities and Transportation Elements; and

WHEREAS, the City Council finds that the 2020-2025 CIP meets the applicable requirements of the Growth Management Act, including without limitation RCW 37.70A.070(3).

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

Section 1. Findings. The City Council adopts the foregoing recitals as legislative findings in support of the 2020-2025 Capital Improvement Plan, together with the content of Agenda Bill Nos. 19-219 and 19-233, and the Planning Commission's

recommendation and findings dated December 10, 2018. The Council further enters the following findings:

A. The City is authorized by state law, including but not limited to Chapter 36.70A RCW, to adopt and periodically amend a local comprehensive plan.

B. In adopting the Comprehensive Plan amendments set forth in this ordinance, the City Council has considered and has been guided by the applicable planning goals enumerated at RCW 36.70A.020.

C. The Comprehensive Plan amendments set forth in this ordinance will advance the public health, safety, and welfare.

D. Pursuant to RCW 36.70A.130(2)(a)(iv), the Comprehensive Plan amendments set forth in this ordinance have been adopted concurrently with the adoption of the City's 2020 budget ordinance.

Section 2. Amendment of Comprehensive Plan Capital Facilities Element—Adoption of CIP. The Capital Facilities Element of the Monroe Comprehensive Plan is hereby amended by the adoption of the 2020-2025 Capital Improvement Plan for the City of Monroe attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full.

Section 3. Amendment of Comprehensive Plan Capital Facilities Element and Transportation Element. The 2020-2025 Capital Improvement Plan is further adopted as the financing plan for the Capital Facility and Transportation Elements of the Monroe Comprehensive Plan.

Section 4. 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.

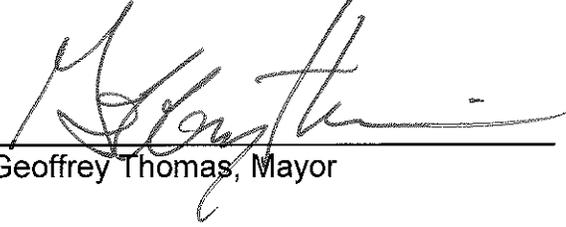
Section 5. Copy to Commerce. Pursuant to RCW 36.70A.106, a copy of this ordinance shall be transmitted to the Department of Commerce within ten days of final adoption.

Section 6. Effective Date. This ordinance shall be in full force and effect five 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 17th day of November, 2019.

First Reading: October 22, 2019  
Adoption: November 12, 2019  
Published: November 15, 2019  
Effective: November 20, 2019

CITY OF MONROE, WASHINGTON:

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

(SEAL)

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk

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

Exhibit A

Six Year Capital Improvement Plan

Project	Fund #	Estimate						Project Total
		2020	2021	2022	2023	2024	2025	
General Government								
Public Art/Banners	001	\$ -	\$ 20,000		\$ 20,000		\$ 20,000	\$ 60,000
Unmanned Aerial Vehicle	various	18,455						18,455
Boys & Girls Club Improvements	307	1,574,720						1,574,720
Al Borlin/Lewis St. Parks Master Plan	317		80,000		600,000	3,000,000		3,680,000
Cadman Phase 1 & 2	317	80,000		1,000,000	6,000,000	3,000,000	200,000	10,280,000
Centennial Trailhead	317			3,000,000	300,000	1,300,000		4,600,000
Gateway Features/Wayfinding (EDAB)	317	95,000	125,000	450,000	150,000	150,000	0	970,000
Lake Tye All Weather Fields design	317	4,200,000						4,200,000
Lake Tye Phase II	317					800,000		800,000
North Hill Park Acquisition	317	1,307,000						1,307,000
North Hill Park Development	317		3,050,000					3,050,000
Park Plan Update	317	50,000	50,000					100,000
Park Playground Equipment	317	1,500,000	500,000	250,000	1,000,000	1,000,000	250,000	1,750,000
Public Plaza/Festival Lot (EDAB)	317							2,750,000
River Interpretive Signs	317	25,000						25,000
Rotary Fields Improvements	317	34,000						34,000
Synthetic Turf Groomer	317	15,000						15,000
Trail System connectivity (EDAB)	317		500,000	50,000	250,000	1,000,000		1,800,000
Trails Planning and Repair	317	38,000						38,000
179th/147th Signal	318		123,491	90,064	429,578			643,133
ADA Transition Plan	318	68,153	145,861	153,154	160,812	168,852	177,295	874,127
Annual Road Maintenance	318	1,241,415	1,303,486	1,368,660	1,437,094	1,508,948	2,000,000	8,859,603
Annual Sidewalk Development (EDAB)	318		200,000	300,000	300,000	300,000		1,100,000
Annual Sidewalk Improvements	318	440,063	462,066	485,170	509,429	534,899	561,644	2,993,271
Chain Lake Road Phase IIA multi-purpose	318	3,241,350						3,241,350
Chain Lake Road Phase IIB	318	347,288	2,431,013	4,466,985				7,245,286
North Madison	318	25,000	740,086					765,086
Railroad Crossing/Tracks	318			500,000	350,000	5,000,000		5,850,000
Tjerne Phase III	318		\$ 571,288	2,105,865	4,983,481			7,660,634
Train Noise Reduction Area	318	100,000	1,000,000					1,100,000
Underground overhead utilities (EDAB)	318		20,000	100,000	300,000	300,000		720,000
US Hwy 2 Non-Motorized Shared Path	318	\$ 150,781	317,247					468,028
Less Capital Related Salaries & Benefits	318	(231,869)						(231,869)
<b>Total General Government Capital</b>		<b>\$ 14,319,356</b>	<b>\$ 8,589,538</b>	<b>\$ 17,369,898</b>	<b>\$ 16,790,394</b>	<b>\$ 18,062,699</b>	<b>\$ 3,208,939</b>	<b>\$ 78,340,824</b>

### Six Year Capital Improvement Plan

Project	Fund #	Estimate					Project Total
		2020	2021	2022	2023	2024	
Water Utility							
177th PS/Replace Equip & PLC/SCADA	412		1,220,517				\$ 1,220,517
182nd-154th to 150th (Under SR522)	412		30,000	298,667			328,667
4" Servicing fire hydrant replacement	412			8,041	80,406	84,426	261,520
8" along 127th install	412				19,096	153,726	172,822
Asbestis Cement Pipe Replacement	412					28,142	219,759
Adams Lane Utility Replacement	412	335,951					335,951
Circle Drive 2" galvanized main replace	412					45,000	45,000
Circle Drive to Sumac main replacement	412				16,801	129,453	146,254
Destination Alley	412					32,715	296,071
Dickinson Utility Replacement Project	412		448,671				448,671
DOC Storage	412	3,810,705					3,810,705
Flow Meters install	412			19,144			19,144
Flushing Devices at dead ends	412						11,576
Lewis/Blakely/Fremont/McDougal parallel alley WMR	412				23,117	186,089	209,206
Lord Hill PS-Pump Replacement	412						0
Lord Hill-Generator	412						0
Madison/Sams/McDougal/Pike alley WMR	412				26,132	210,362	236,494
Main/Ferry/N Blakely/N Madison parallel alley WMR	412				57,289	461,177	518,466
North Madison Utility Replacement	412	25,000	408,324				433,324
Orr to Kelsey-abandon line under houses	412				10,051	80,908	90,959
Rainier View Rd PRV	412	277,830					277,830
Replace Asbestos Cement Watermain (171st/173rd 161st north of West Main Street)	412			26,000	147,000	154,350	173,000
Replace 4" Asbestos Cement Watermain (Main St behind Monroe Shopping Center)	412				27,300		181,650
Replace 6" along Old Owen Road	412		45,581	366,931			412,512
SCADA PLC Replacement (North Hill PS, Trombley PS, Ingraham)	412	92,610					92,610
Short Columbia Watermain Replacement	412		24,614	198,143			222,757
South Taft Lane Watermain Replacement	412						0
Spring Hill PS-Pump Replacement	412						0
Strawberry Lane Watermain Replacement	412		82,418	1,312,000		42,213	1,394,418
Sump Pumps install (Foothills Pressure reducing valve & Trombley Reservoir)	412						42,213
Thrive Alley Replacement	412					27,966	253,093
						225,127	

### Six Year Capital Improvement Plan

Project	Estimate						Project Total
	2020	2021	2022	2023	2024	2025	
Trombley Hill Reservoir to Airport/179th SE WMR	412		402,029	3,236,331			3,638,360
Trombley Reservoir 12" Watermain Fire Flow Upside	412	65,000					65,000
Wilson Lane Watermain Replacement	412			16,584	133,499		150,083
Woods Cr Rd - US2 to Tjerne	412	1,249,905					1,547,501
Woods Cr Rd - Tjerne to Ingraham Rd	412	312,476	1,312,400				1,624,876
Woods Cr Rd - Ingraham Rd to Ingraham Reservoir	412		656,200	2,756,041			3,412,241
Less Capital Related Salaries & Benefits	412	(392,291)					(392,291)
<b>Total Water Utility Capital</b>		<b>\$ 4,523,977</b>	<b>\$ 3,822,506</b>	<b>\$ 4,599,555</b>	<b>\$ 6,416,148</b>	<b>\$ 1,770,026</b>	<b>\$ 21,900,959</b>
						<b>\$ 768,747</b>	

### Six Year Capital Improvement Plan

Project	Fund #	Estimate					Project Total
		2020	2021	2022	2023	2024	
Sewer Utility							
Computer upgrades	421	\$ 2,000					\$ 2,000
Closed Circuit TV Pipe Inspection Camera	421	\$ 82,644					\$ 82,644
Adams Lane Utility Replacement	422	335,951					335,951
Cates PS Upgrades	422		191,422		804,057		995,479
Dickinson Utility Replacement	422		318,897				318,897
Frylands PS & FM Upgrades	422			387,832			4,704,403
North Madison Utility Replacement	422	25,000	1,920,305				1,945,305
Old Owen Road PS Upgrades	422		303,877			77,566	729,124
Operations & Dewatering Roof Replacement	422						303,877
Pipe Replacement Projects	422			500,000	670,048	703,550	2,612,326
South Frylands PS Upgrades	422		64,999				254,560
South Taft Lane 6"/8" Concrete Main Replacement	422	16,800					81,799
Valley View PS (179th) & Force Main Upgrades	422				670,048	4,924,851	5,594,899
West Main Pump Station Upgrades	422			191,442	804,057		995,499
WWTP Engineering Reports	422						80,000
WWTP Liquid Stream/Nutrient Limit (NPDES)	422		765,769	1,000,000	3,422,316		5,188,085
WWTP pH Control System	422		364,652	2,105,865			2,470,517
WWTP capital maintenance	422	127,628	134,010	140,710	147,746	155,133	868,117
WWTP Biosolids Treatment Modifications	422		500,000	1,000,000	1,000,000	2,500,000	5,000,000
Less Capital Related Salaries & Benefits	422	(243,315)					(243,315)
<b>Total Sewer Utility Capital</b>		\$ 426,708	\$ 4,372,509	\$ 5,129,439	\$ 7,518,272	\$ 8,748,932	\$ 32,320,167

Six Year Capital Improvement Plan

Project	Fund #	Estimate					Project Total
		2020	2021	2022	2023	2024	
Stormwater Utility							
Closed Circuit TV Pipe Inspection Camera	431	\$ 82,644					\$ 82,644
Blueberry/Kelsey Infiltration	432	\$ 1,000,000					1,000,000
Blueberry Lane Infiltration	432	2,131,000					2,131,000
Crystalwood Drainage	432				125,634	70,355	1,061,921
Dickinson Utility Replacement	432		756,176				756,176
Lake Tye Bio-Swale Design	432	277,493	559,133				836,626
Monroe Street & Kelsey Street	432		113,954	917,327			1,031,281
Monroe Street & Park Street	432			28,716	231,166		259,882
Park Street & Roberts Street	432			28,716	231,166		259,882
Stormwater Retrofits	432				250,000	250,000	750,000
Less Capital Related Salaries & Benefits	432	(269,836)					(269,836)
Total Stormwater Utility Capital		\$ 3,221,301	\$ 1,429,263	\$ 974,759	\$ 837,966	\$ 320,355	\$ 1,311,921

Project	Fund #	Estimate					Project Total
		2020	2021	2022	2023	2024	
Internal Service Funds							
IT Strategic Plan Implementation	510				20,000	20,000	20,000
Gen. Gov. Vehicles & Equip Replace	520	181,757	75,000	175,000	19,514	102,194	309,600
Police Vehicles & Equip Replace	520	357,994	85,797	6,135	94,041	112,248	650,080
Public Works Vehicles & Equip Replace	520	495,000	174,628	1,212,997	28,578	116,845	2,028,048
Building F Roll Up Doors & Roof Replacement	530		103,622				103,622
HVAC Systems Upgrades - 769 Village Way	530		5,000	85,000			90,000
Impound Yard Roof Structure	530		1,301,749	134,010			134,010
Municipal Campus	530			3,063,076	11,256,803	3,377,041	18,998,669
Municipal Campus Card Key Readers	530	50,000	20,000				50,000
Municipal Campus Fence/Gate Repair	530	10,000		350,000		40,000	30,000
Police Station Emergency Power Generator	530						350,000
Police Station HVAC Replacement	530	40,000					40,000
Police Station Locker Room Upgrades	530						40,000
Public Works Shop Generator	530					102,334	693,316
Total Internal Service Capital		\$ 1,134,751	\$ 1,765,796	\$ 5,026,218	\$ 11,418,936	\$ 3,870,662	\$ 23,827,345

### Six Year Capital Improvement Plan

Project	Estimate					Project Total	
	2020	2021	2022	2023	2024		2025
Total Capital All Funds	\$ 23,626,093	\$ 19,979,612	\$ 33,099,869	\$ 42,981,716	\$ 32,772,674	\$ 12,024,896	\$ 164,484,860

- AC = Asbestos Cement
- CIP = Capital Improvement Projects
- DOC = Department of Corrections
- EDAB = Economic Development Advisory Board
- FH = Fire Hydrant
- LCR = LInductance Capacitance Resistance
- O&M = Operations & Maintenance
- PLC = Programmable Logic Controller
- PS = Pump Station
- S&B = Salaries & Benefits
- SCADA = Supervisory Control and Data Acquisition
- TBD = To Be Determined
- WMR = Watermain Replacement
- WWTP = Waste Water Treatment Plant

Fund #	Fund Name
001	General Fund
114	Narcotics Fund
307	General CIP Fund
317	Parks CIP Fund
318	Streets CIP Fund
412	Water CIP Fund
421	Sewer O&M Fund
422	Sewer CIP Fund
432	Stormwater CIP Fund
510	Information Technology Fund
520	Fleet & Equipment Fund
530	Facilities Fund

**CITY OF MONROE 2021-2026 TRANSPORTATION IMPROVEMENT PLAN**

Priority	PROJECT		2021	2022	2023	2024	2025	2026	Total	City Funds	Other Funds
			4,462,552	3,526,631	8,316,526	12,201,352	2,176,039	2,283,341	32,966,441		
1	Annual Road Maintenance(Transportation Benefit District)	design	30,000	30,000	30,000	30,000	30,000	30,000	180,000	0	TBD \$180,000
		R/W							-	0	-
		Const.	1,273,486	1,338,660	1,407,094	1,478,948	1,584,395	1,663,615	8,746,198	0	TBD \$8,746,198
2	191st Avenue SE Trail	design	80,000						80,000	Unfunded	
		R/W		100,000					100,000	0	
		Const.			400,000				400,000	Unfunded	
3	Tjeme Phase III (Oaks Street)	design		599,852					599,852	Unfunded	
		R/W			2,211,158				2,211,158	Unfunded	
		Const.				5,232,655			5,232,655	Unfunded	
4	Train Noise Reductione Area	design	100,000						100,000	Unfunded	
		R/W							-	0	
		Const.							-	Unfunded	
5	Chain Lake Road Phase 2A Multi-Purpose Trail	design							-		
		R/W							-		
		Const.	2,286,100						2,286,100	770,408	PSRC \$1,515,692
6	US Hwy 2 Non-Motorized Shared Path	design	50,000						50,000	6,750	PSRC \$43,250
		R/W							-	0	
		Const.		500,000					500,000	67,500	PSRC \$432,500
7	179th/147th Signal	design							-	6,678	
		R/W		90,064					90,064	Unfunded	
		Const.			429,578				429,578	Unfunded	
8	Chain Lake Road Phase 2B	design		382,885					382,885	Unfunded	
		R/W			2,680,192				2,680,192	Unfunded	
		Const.				4,924,850			4,924,850	Unfunded	
9	179th Ave Sidewalk 154th St - 157th Pl	design	84,700						84,700	11,500	PSRC \$73,200
		R/W	96,200						96,200	Unfunded	
		Const.			649,075				649,075	87,625	PSRC \$561,450
10	Annual Sidewalk Improvements	design	30,000	30,000	30,000	30,000	30,000	30,000	180,000	Unfunded	
		R/W	10,000	10,000	10,000	10,000	10,000	10,000	60,000	Unfunded	
		Const.	422,066	445,170	469,429	494,899	521,644	549,726	2,902,934	Unfunded	
11	Annual Sidewalk Development (EDAB)	design	30,000	30,000	30,000				90,000	Unfunded	
		R/W	10,000	10,000	10,000				30,000	Unfunded	
		Const.	160,000	260,000	260,000	300,000			980,000	Unfunded	
12	North Madison	design							-	Unfunded	
		R/W							-	Unfunded	
		Const.	740,086						740,086	Unfunded	
13	Railroad Crossing/Tracks	design	130,000	140,000	90,000	140,000	140,000		640,000	Unfunded	
		R/W	10,000	10,000	10,000	10,000	10,000		50,000	Unfunded	
		Const.	310,000	350,000	250,000	350,000	350,000		1,610,000	Unfunded	
14	Underground Overhead Utitities (EDAB)	design	20,000	20,000	50,000				90,000	Unfunded	
		R/W							-	Unfunded	
		Const.		80,000	250,000	300,000			630,000	Unfunded	

# Transportation Improvement Plan (TIP)

RCW 35.77.010

- Prepare and adopt a comprehensive transportation plan for the ensuing six years
- Plan shall be consistent with the Comprehensive Plan
- The TIP needs to be adopted before July 1<sup>st</sup>, and after holding one or more public hearings on this matter
- TIP is filed with WSDOT within 30 days of the adoption

2015-2035 Comprehensive Plan

**City of Monroe**



December 2015



# Comprehensive Plan Projects List

## High Priority Projects

US2/179<sup>th</sup> Avenue SE intersection improvements

Additional Downtown Signal

179<sup>th</sup> Avenue SE / 147<sup>th</sup> Street SE Signalization

IN PROGRESS

Main Street Gateway project – signal installation only

Woods Creek Road / Tjerne Place Extension signalization

COMPLETED 2016

Tjerne Place Extension

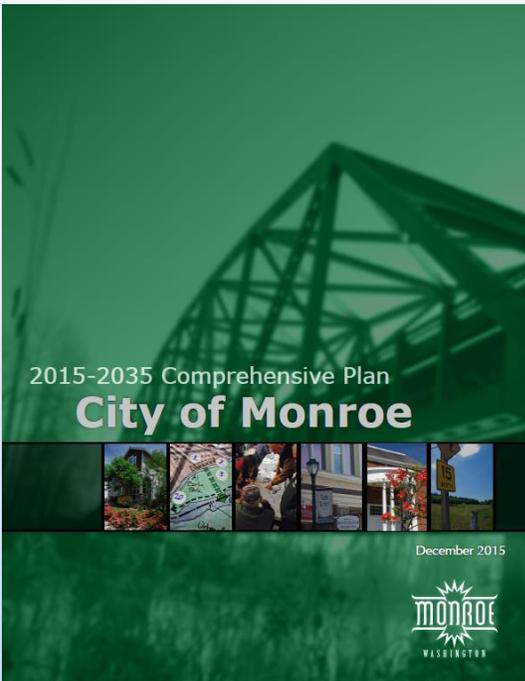
COMPLETED 2016

Woods Creek Road Phase 1

COMPLETED 2017

Chain Lake Road, Phase 2

PHASE 1A IN PROGRESS



# Comprehensive Plan Projects List

## Contingency Projects

Main Street Gateway

Fryelands Boulevard / Main Street roundabout

Old Owen Road / Oaks Street signalization

Oak Street widening and realignment

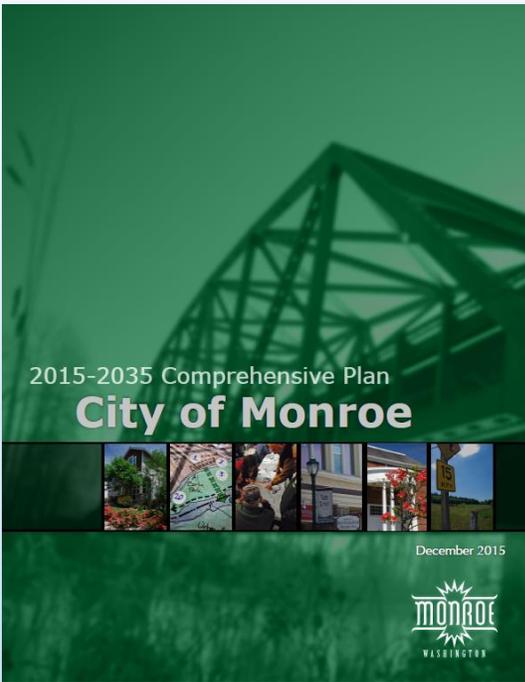
North Kelsey Area east/west connector

Kelsey Street / Blueberry Lane intersection improvements      COMPLETED 2020

Paved Multi-use Trail Network (off-street accommodations)

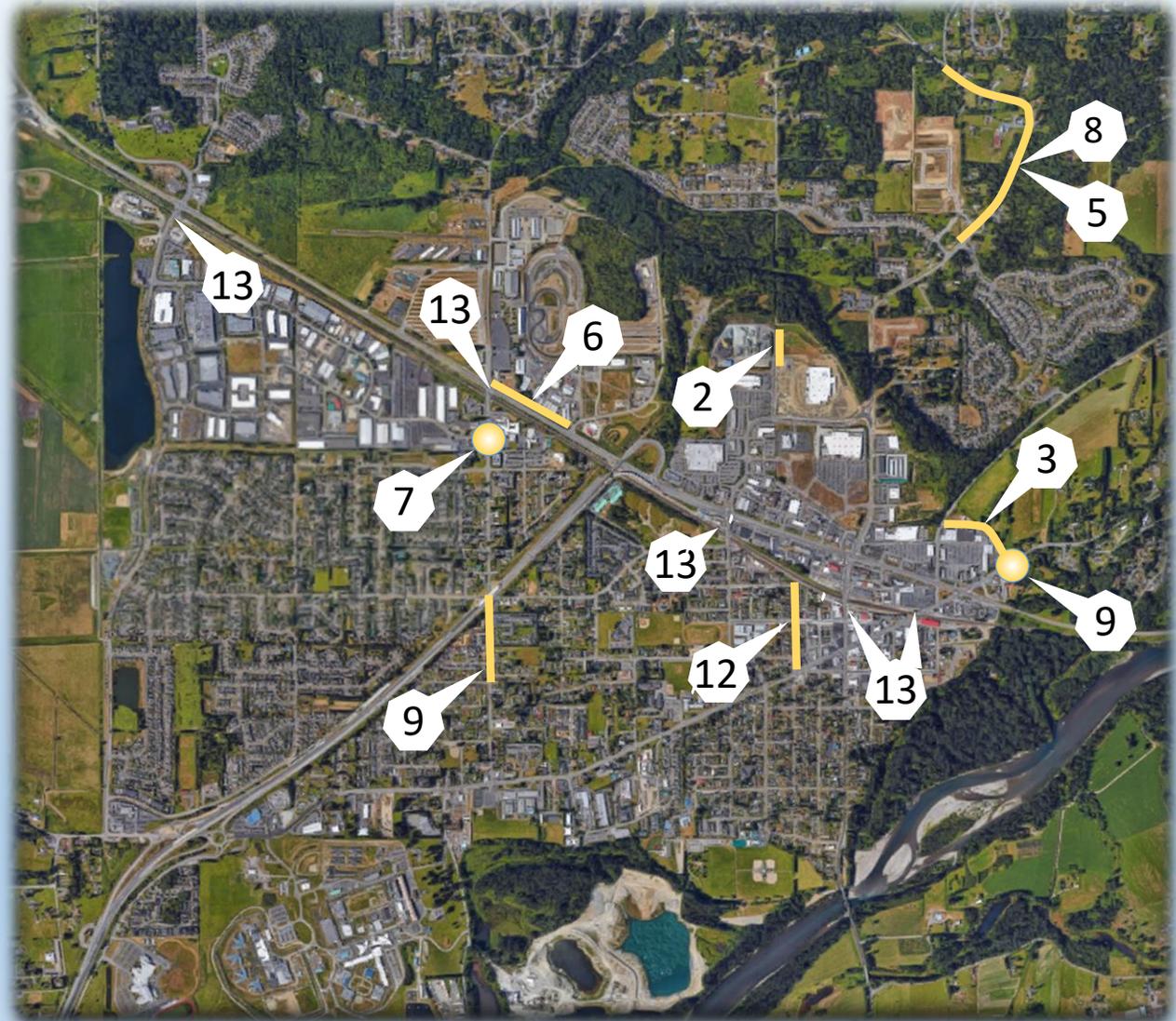
Citywide on-street bicycle accommodations

Downtown Master Plan access improvements/Festival Street      COMPLETED 2015



# 2021-2026 Street List & Locations

1. Annual Road Maintenance – Transportation Benefit District
2. 191<sup>st</sup> Avenue SE Trail
3. Tjerne Phase III (Oaks Street)
4. Train Noise Reduction Area
5. Chain Lake Road Phase IIA – Multi-purpose Trail
6. US Hwy 2 Non-Motorized Shared Path
7. 179<sup>th</sup>/147<sup>th</sup> Signal
8. Chain Lake Road Phase IIB
9. 179<sup>th</sup> Ave Sidewalk
10. Annual Sidewalk Improvements
11. Annual Sidewalk Development (EDAB)
12. North Madison
13. Railroad Crossing/Tracks
14. Underground Overhead Utilities (EDAB)



	2021		2022		2023		2024		2025		2026	
	Cost	Funded	Cost	Funded	Cost	Funded	Cost	Funded	Cost	Funded	Cost	Funded
Annual Road Maintenance TBD	\$ 1,303,486	TBD	\$ 1,368,660	TBD	\$ 1,437,094	TBD	\$ 1,508,948	TBD	\$ 1,584,395	TBD	\$ 1,663,615	TBD
191st Avenue SE Trail	\$ 80,000		\$ 100,000		\$ 400,000							
Tjerne Phase III (Oaks Street)			\$ 599,852		\$ 2,211,158		\$ 5,232,655					
Train Noise Reduction Area	\$ 100,000											
Chain Lake Road Phase 2A - Multi-Purpose Trail	\$ 2,286,100	PSRC \$1,515,692										
US Hwy 2 Non-Motorized Shared Path	\$ 50,000	PSRC \$43,250	\$ 500,000	PSRC \$432,500								
179th/147th Signal			\$ 90,064		\$ 429,578							
Chain Lake Road Phase 2B			\$ 382,885		\$ 2,680,192		\$ 4,924,850					
179 <sup>th</sup> Avenue Sidewalk	\$ 180,900	PSRC \$73,200	\$ 649,075	PSRC \$561,450								
Sidewalk Improvements (Annual)	\$ 462,066		\$ 485,170		\$ 509,429		\$ 534,899		\$ 561,644		\$ 589,726	
Annual Sidewalk Development (EDAB)	\$ 200,000	\$	\$ 300,000		\$ 300,000		\$ 300,000					
North Madison	\$ 740,086											
Railroad Crossing/Tracks	\$ 450,000		\$ 500,000		\$ 350,000		\$ 500,000		\$ 500,000			
Underground overhead utilities (EDAB)	\$ 20,000		\$ 100,000		\$ 300,000		\$ 300,000					
<b>Total</b>	\$ 5,872,638		\$ 5,075,706		\$ 5,937,259		\$ 3,143,847		\$ 2,646,039		\$ 1,663,615	

## Proposed Schedule

Public Hearing

June 9<sup>th</sup> 2020

Adopt Resolution

June 23<sup>rd</sup> 2020



# MONROE CITY COUNCIL

Regular Business Meeting  
Tuesday, May 12, 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 Scarboro, & Heather Rousey

## DRAFT MEETING MINUTES

*All items on the May 12, 2020 agenda were deemed necessary and routine in accordance with the Washington State Office of the Attorney General's updated Open Public Meetings Act general guidance regarding the COVID-19 event.*

### CALL TO ORDER

1. Virtual Participation Information

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

The meeting was called to order by Mayor Thomas at 7:02 p.m.

### ROLL CALL

Councilmembers Present:

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

Staff Present:

Pfister, Knight, Hasart, Jolley, Marrero, Swanson, Warthan, Roberts, Farrell, Huebner, Peterson, Christian, and City Attorney Zach Lell

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Rousey

### PUBLIC COMMENTS

There were no comments from the public.

### CONSENT AGENDA

1. Approval of the Minutes: April 28, 2020, Regular Business Meeting
2. Approval of AP Checks and ACH Payments
3. Approval of Payroll Warrants and ACH Payments
4. AB20-065: Resolution Authorizing RCO Grant Application for North Hills Acquisition (M. Farrell)
5. AB20-066: Resolution Authorizing the use of Digital and Electronic Signatures (B. Hasart)

**Councilmember Rasmussen moved to approve the consent agenda. The motion was seconded by Councilmember Scarboro. The motion carried 7-0.**

### NEW BUSINESS

1. AB20-067: 2020 Budget Assumptions Related to COVID-19 (Discussion Only) (B. Hasart)

Finance Director Becky Hasart gave a summary of the City's response to COVID-10 and highlighted twelve (12) assumptions made regarding impacts to the General Fund revenues; where appropriate also pertaining to other city funds. Ms. Hasart reviewed excerpts from the WA Economic and Revenue Forecast Council related to expectations for COVID-19 economic impacts; and detailed a potential \$1,000,000 budget shortfall.

Discussion ensued related to the following topics: shifts in industry dynamics; recovery process; ways to decrease expenditures; and the Mayor's emergency executive order related to expenditure limits.

Ms. Hasart will update the Council in June or July when there is a clearer picture of the impacts.

2. AB20-068: Economic Development Advisory Board Recommendations for City Small Business Stimulus (Discussion Only) (D. Knight)



# MONROE CITY COUNCIL

Regular Business Meeting  
Tuesday, May 12, 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 Scarboro, & Heather Rousey*

City Administrator Deborah Knight followed up on Ms. Hasart’s presentation and commented on upcoming budget adjustments and priorities.

Ms. Knight introduced Management Analyst Rich Huebner, who provided a summary of state and federal programs enacted to support small businesses; and the Coronavirus Aid, Relief and Economic Security (CARES) Act; efforts by the city’s Economic Development Specialist James Palmer; the Monroe virtual town hall; and grant and loan funding available to small businesses.

Mr. Huebner presented initiatives recommended by Economic Development Advisory Board (EDAB). Council engaged in discussion regarding financial impacts and the recommendations; and came to the following consensus:

1. Staff gift cards: no objections
  2. Utility late fee waiver: no objections
  3. Waiver of mandatory solid waste disposal service for commercial accounts: continue until the Governor’s Stay Home/Stay Healthy order expires, instead of a contract amendment.
  4. Proclamation urging Governor to enact a moratorium on commercial evictions: Council requested additional information from staff before issuing a proclamation or resolution.
3. AB20-069: Unmanned Aircraft Systems Policy (J. Jolley)

Police Chief Jeffery Jolley provided background on AB20-069, and led Council through a PowerPoint presentation highlighting the following topics:

- Drone program background
- Drone use guidelines
- Deployment
- Regional drone programs
- Prohibited uses
- Practical uses

Discussion ensued related to the following topics: flight documentation; cost and funding; training; and next steps.

Chief Jolley will include drone use in upcoming monthly reports.

4. AB20-070: Ordinance: Floodplain Regulations, First Reading (B. Swanson)

Senior Planner Anita Marrero provided background information on AB20-070, and led Council through at PowerPoint presentation highlighting the following topics:

- Floodplain regulations
- FEMA deadline
- National Flood Insurance Program (NFIP)
- Flood Insurance Rate Maps (FIRMs)
- Code changes
- Planning Commission discussion
- Recommended action

**Councilmember Rousey moved to accept as first reading Ordinance 004/2020, amending Chapter 14.01 MMC, Flood Hazard Area Regulations; updating floodplain regulations in order to reflect current Federal and State law; setting forth legislative findings; providing for severability; and establishing an effective date. The motion was seconded by Councilmember Davis. Motion carried 6-0-1 with Councilmember Scarboro abstaining in order to get additional information from staff.**

## COUNCILMEMBER REPORTS



## MONROE CITY COUNCIL

Regular Business Meeting  
Tuesday, May 12, 2020, 7:00 P.M.  
Zoom Online Meeting Platform

**Mayor**  
*Geoffrey Thomas*

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*Ed Davis, Mayor Pro Tem;  
Patsy Cudaback; Kevin Hanford;  
Jason Gamble, Jeff Rasmussen;  
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Councilmember Hanford commented on the option to virtually raise hand via phone by dialing \*9.

Councilmember Scarboro reported that he will be absent on June 2, 2020.

Councilmember Gamble reported that he will be attending the Snohomish County Economic Advisory Board meeting on May 15 and will provide Council with an update at the next meeting.

Councilmember Gamble commented on community and business support for the class of 2020 seniors.

### STAFF/DEPARTMENT REPORTS

1. Parks & Recreation (M. Farrell)

Parks & Recreation Director Mike Farrell provided an update on the department's COVID-19 response actions; and answered questions from Councilmembers Cudaback and Hanford.

2. Police Department (J. Jolley)

No comments.

3. Public Works (Brad Feilberg)

No comments.

### MAYOR/ADMINISTRATIVE REPORTS

1. City Administrator Update (D. Knight)
- 2020 End of Legislative Session Report

Ms. Knight noted the materials provided in the agenda packet; and commented on the upcoming human services agenda items.

2. Mayor's Update/Monroe This Week (May 8, 2020, Volume 6, Edition 17)(Mayor Thomas)

Mayor Thomas noted the materials provided in the agenda packet and reported on the upcoming legislative special session; and noted staff will work with AWC to advocate for small businesses.

### EXECUTIVE SESSION

1. To discuss, with legal counsel, potential litigation pursuant to RCW 42.30.110(1)(i)

Mayor Thomas noted the need for an executive session and read the following statement: the City Council will now convene an executive session for the purpose of discussing potential litigation with legal counsel. The executive session will last until 9:05 p.m., after which the Council will not take any additional open session action. For purposes of the executive session, the Council will terminate the current, publicly accessible Zoom meeting and will join a new Zoom meeting, the dial-in information for which has been separately provided to the Council Members. Both the current, publicly accessible Zoom meeting and the executive session Zoom meeting are each part of the same regular City Council meeting. I will notify the City Clerk when the executive session has ended so she can enter that information in the official minutes.

I will now entertain a motion that the regular City Council meeting shall be deemed adjourned at 9:05 p.m., or when the executive session Zoom meeting has been terminated, whichever occurs first.

**Councilmember Scarboro moved to adjourn the meeting at 9:05 p.m., or when the executive session Zoom meeting has been terminated. The motion was seconded by Councilmember Rasmussen. The motion carried 7-0.**



## **MONROE CITY COUNCIL**

Regular Business Meeting  
Tuesday, May 12, 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 Scarboro, & Heather Rousey*

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The meeting recessed into executive session at 8:50 p.m.

**MEETING ADJOURNED: 9:05 p.m.**

**ROUTING SLIP - CHECK APPROVAL**

5/26/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

			<u>Check Numbers</u>
Date:	<u>5/8/20</u>	\$ 3.41	91165
Date:	<u>5/15/20</u>	\$ 118,943.37	91166-91185

**Check Total:** 118,946.78

Date:	<u>5/6/20</u>	\$ 125,830.85	P-Cards
Date:	<u>5/11/20</u>	\$ 3,537.88	ACH
Date:	<u>5/11/20</u>	\$ 143,252.89	ACH
Date:	<u>5/12/20</u>	\$ 46.76	ACH
Date:	<u>5/13/20</u>	\$ 3,068.95	PUD
Date:	<u>5/13/20</u>	\$ 139,221.46	ACH

**Electronic Total:** 414,958.79

**Total Claims This Period:** 533,905.57

**Committed Checks Voided**

<u>Check #</u>	<u>Check \$</u>	
90483	\$3.40	Void
91043	\$1,093.00	Void
91140	\$540.27	Void

Signed

  
Finance Director

Date: 15 May 2020

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

Signed

\_\_\_\_\_  
City Councilperson

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

Signed

\_\_\_\_\_  
City Councilperson

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

# Bank Reconciliation

## Checks by Date

User: becky  
Printed: 05/15/2020 - 11:38AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/6/2020	US Bank National Associatio ND		AP	5/6/2020	125,830.85
Total Check Count:						1
Total Check Amount:						125,830.85

# Bank Reconciliation

## Checks by Date

User: becky  
 Printed: 05/15/2020 - 11:24AM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
91165	5/8/2020	Julian Le Ballister		AP		3.41
91166	5/15/2020	City of Everett		AP		410.00
91167	5/15/2020	City of Monroe		AP		63.39
91168	5/15/2020	Cressy Door Company Inc		AP		2,101.84
91169	5/15/2020	Larry Crosby		AP		144.60
91170	5/15/2020	Daily Journal of Commerce Inc		AP		495.60
91171	5/15/2020	Department of Corrections		AP		257.40
91172	5/15/2020	Fire Protection Inc.		AP		5,952.31
91173	5/15/2020	Harmsen & Associates Inc		AP		4,956.25
91174	5/15/2020	Jennings Equipment Inc		AP		40,481.05
91175	5/15/2020	Sue Miller		AP		130.91
91176	5/15/2020	Monroe School District		AP		7,912.00
91177	5/15/2020	Jeremy & Sarah Montgomery		AP		5.36
91178	5/15/2020	Pacific Air Control Inc		AP		4,595.37
91179	5/15/2020	Puget Sound Energy Inc		AP		1,895.80
91180	5/15/2020	Snohomish County Sheriff's Office		AP		91.30
91181	5/15/2020	Snohomish County Sheriff's Office		AP		22,369.68
91182	5/15/2020	SNOPAC911		AP		26,528.87
91183	5/15/2020	Sonitrol		AP		366.16
91184	5/15/2020	Tinkergarten		AP		17.48
91185	5/15/2020	US Bank NA-Custody Treasury Div-Mc		AP		168.00
Total Check Count:						21
Total Check Amount:						118,946.78

# Bank Reconciliation

## Checks by Date

User: becky  
Printed: 05/15/2020 - 11:38AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/11/2020	Lowe's Home Centers Inc		AP	5/11/2020	3,537.88
0	5/11/2020	Department of Commerce		AP	5/11/2020	143,252.89
Total Check Count:						2
Total Check Amount:						146,790.77

# Bank Reconciliation

## Checks by Date

User: becky  
Printed: 05/15/2020 - 11:39AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/13/2020	Bill Abell		AP	5/13/2020	144.60
0	5/13/2020	Rachel Adams		AP	5/13/2020	500.00
0	5/13/2020	AFTS		AP	5/13/2020	410.90
0	5/13/2020	Associated Petroleum Products Inc		AP	5/13/2020	846.76
0	5/13/2020	BHC Consultants LLC		AP	5/13/2020	2,000.00
0	5/13/2020	Central Welding Supply Co Inc.		AP	5/13/2020	19.40
0	5/13/2020	City of Everett- Everett Utilities		AP	5/13/2020	114,264.39
0	5/13/2020	Robinson and Noble Inc		AP	5/13/2020	271.60
0	5/13/2020	SoftResources		AP	5/13/2020	2,800.00
0	5/13/2020	Universal Field Services Inc		AP	5/13/2020	3,617.97
0	5/13/2020	Utilities Underground Location Center		AP	5/13/2020	201.24
0	5/13/2020	Mark Wakefield		AP	5/13/2020	144.60
0	5/13/2020	Zachor & Thomas Inc. P.S.		AP	5/13/2020	14,000.00
0	5/13/2020	PUD		AP	5/13/2020	3,068.95
						<hr/> <hr/>
Total Check Count:						14
						<hr/> <hr/>
Total Check Amount:						142,290.41
						<hr/> <hr/>

# Bank Reconciliation

## Checks by Date

User: becky  
Printed: 05/15/2020 - 11:41AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	5/12/2020	Banner Bank - McCann Construction En	AP	5/12/2020	46.76

Total Check Count: 1

Total Check Amount: 46.76

# Bank Reconciliation

## Disbursement Detail

User: becky  
 Printed: 05/15/2020 - 1:18PM  
 Date Range: 05/06/2020 - 05/06/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund 0 05/06/2020		US Bank National Associatio ND	Darwins Natural Pet Products - K9 Food (Tango)	26,938.68
		Total for Fund:001 General Fund		26,938.68
Fund: 105 Streets 0 05/06/2020		US Bank National Associatio ND	mt SOUND SAFETY- clothing 25% of \$10572.34	5,083.11
		Total for Fund:105 Streets		5,083.11
Fund: 411 Water Maintenance & Operations 0 05/06/2020		US Bank National Associatio ND	VERIZON WIRELESS - PW cell & M2M Acct	4,239.12
		Total for Fund:411 Water Maintenance & Operations		4,239.12
Fund: 412 Water Capital Projects 0 05/06/2020		US Bank National Associatio ND	FEDEX - Adams Lane	2.10
		Total for Fund:412 Water Capital Projects		2.10
Fund: 421 Sewer Maintenance & Operations 0 05/06/2020		US Bank National Associatio ND	mt SOUND SAFETY- 25% of \$1648.30	14,453.85
		Total for Fund:421 Sewer Maintenance & Operations		14,453.85
Fund: 422 Sewer Capital Projects 0 05/06/2020		US Bank National Associatio ND	FEDEX - Adams Lane	2.11
		Total for Fund:422 Sewer Capital Projects		2.11
Fund: 431 Stormwater Maint & Operations 0 05/06/2020		US Bank National Associatio ND	mt SOUND SAFETY- clothing 25% of \$10572.34	3,794.37
		Total for Fund:431 Stormwater Maint & Operations		3,794.37

# Bank Reconciliation

## Disbursement Detail

User: becky  
 Printed: 05/15/2020 - 1:18PM  
 Date Range: 05/06/2020 - 05/06/2020  
 Systems: '(All)'

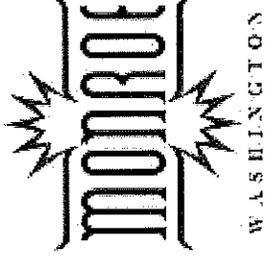


Check#	Check Date	Payable To	Purpose	Amount
Fund: 510 Information & Tech Services 0 05/06/2020		US Bank National Associatio ND	COMCAST- wwtp kf	34,698.06
			Total for Fund:510 Information & Tech Services	34,698.06
Fund: 520 Equipment & Fleet Management 0 05/06/2020		US Bank National Associatio ND	mt PACIFIC POWER BATTERJES- CV (PD)	14,870.34
			Total for Fund:520 Equipment & Fleet Management	14,870.34
Fund: 530 Facilities Management 0 05/06/2020		US Bank National Associatio ND	CITY OF MONROE - utility payment	21,749.11
			Total for Fund:530 Facilities Management	21,749.11
			Grand Total	125,830.85

# Bank Reconciliation

## Disbursement Detail

User: becky  
Printed: 05/15/2020 - 1:18PM  
Date Range: 05/08/2020 - 05/08/2020  
Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 411 Water Maintenance & Operations 91165 05/08/2020		Julian Le Ballister	Refund Check	3.41
			Total for Fund:411 Water Maintenance & Operations	3.41
			Grand Total	3.41

# Bank Reconciliation

## Disbursement Detail

User: becky  
 Printed: 05/15/2020 - 1:19PM  
 Date Range: 05/11/2020 - 05/15/2020  
 Systems: '(All)'

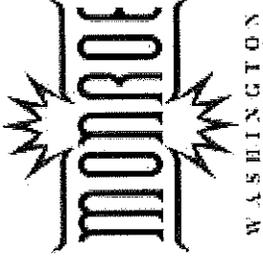


Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 001 General Fund</b>				
	0 05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	582.58
	0 05/13/2020	Central Welding Supply Co Inc.	Helium	19.40
	0 05/13/2020	Zachor & Thomas Inc. P.S.	Services April 2020	14,000.00
	0 05/13/2020	Bill Abell	W Abell supplemental insurance	144.60
	0 05/13/2020	Mark Wakefield	M Wakefield supplemental insur	144.60
	0 05/13/2020	Rachel Adams	Grant Admin/Homeless Rachel Adams	500.00
	0 05/13/2020	City of Everett	Animal Control Services March 2020	410.00
	91166 05/15/2020	City of Monroe	Refund Gazebo Rental	58.00
	91167 05/15/2020	City of Monroe	Crosby supplemental insurance	144.60
	91169 05/15/2020	Larry Crosby	Court Forms	257.40
	91171 05/15/2020	Department of Corrections	Medical - March 2020	91.30
	91180 05/15/2020	Snohomish County Sheriff's Office	Jail Services March 2020	22,369.68
	91181 05/15/2020	Snohomish County Sheriff's Office	Managed Laptop	26,528.87
	91182 05/15/2020	SNOPAC911	Refund Nature Class - Sky River Park	16.00
	91184 05/15/2020	Tinkergarten	Refund Nature Class - Sky River Park	168.00
	91185 05/15/2020	US Bank NA-Custody Treasury Div-Mo	custody charges-monthly maint	
			Total for Fund:001 General Fund	65,435.03
<b>Fund: 105 Streets</b>				
	0 05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	17.62
			Total for Fund:105 Streets	17.62
<b>Fund: 318 Streets CIP Fund</b>				
	0 05/13/2020	Robinson and Noble Inc	Madison	89.63
	0 05/13/2020	Universal Field Services Inc	Chain Lake Road Phase 2A	3,617.97
	91170 05/15/2020	Daily Journal of Commerce Inc	2020 Rd. Maintenance	495.60
			Total for Fund:318 Streets CIP Fund	4,203.20
<b>Fund: 411 Water Maintenance &amp; Operations</b>				
	0 05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	573.03
	0 05/13/2020	AFTS	Lockbox Charges	136.95
	0 05/11/2020	Department of Commerce	N. Hill Reservoir loan PW-02-691-035	143,252.89
	0 05/13/2020	PUD	855 Village Way	335.02

# Bank Reconciliation

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Check#	Check Date	Payable To	Purpose	Amount
	0 05/13/2020	Utilities Underground Location Center	locates	201.24
	0 05/13/2020	City of Everett- Everett Utilities	water purchased for resale	114,264.39
	91175 05/15/2020	Sue Miller	Refund Check	24.95
	91177 05/15/2020	Jeremy & Sarah Montgomery	Refund Check	3.35
			Total for Fund:411 Water Maintenance & Operations	258,791.82
Fund: 412 Water Capital Projects				
	0 05/13/2020	BHC Consultants LLC	Rainier View PRV	2,000.00
	0 05/13/2020	Robinson and Noble Inc	Madison	89.63
			Total for Fund:412 Water Capital Projects	2,089.63
Fund: 421 Sewer Maintenance & Operations				
	0 05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	156.47
	0 05/13/2020	AFTS	Lockbox Charges	136.96
	0 05/13/2020	PUD	855 Village Way	335.03
	91175 05/15/2020	Sue Miller	Refund Check	92.14
	91177 05/15/2020	Jeremy & Sarah Montgomery	Refund Check	1.75
			Total for Fund:421 Sewer Maintenance & Operations	722.35
Fund: 422 Sewer Capital Projects				
	0 05/13/2020	Robinson and Noble Inc	Madison	92.34
	91173 05/15/2020	Harmsen & Associates Inc	S Taft Utility Replacement	4,956.25
			Total for Fund:422 Sewer Capital Projects	5,048.59
Fund: 431 Stormwater Maint & Operations				
	0 05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	1,026.63
	0 05/13/2020	AFTS	Lockbox Charges	136.99
	0 05/13/2020	PUD	855 Village Way	345.17
	91175 05/15/2020	Sue Miller	Refund Check	13.82
	91177 05/15/2020	Jeremy & Sarah Montgomery	Refund Check	0.26
			Total for Fund:431 Stormwater Maint & Operations	1,522.87

# Bank Reconciliation

## Disbursement Detail

User: becky  
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 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 510 Information &amp; Tech Services</b>				
0	05/13/2020	SoftResources	IT Assessment - Activity 2	2,800.00
91183	05/15/2020	Sonitrol	Maintenance fee	366.16
Total for Fund:510 Information & Tech Services				3,166.16
<b>Fund: 520 Equipment &amp; Fleet Management</b>				
0	05/13/2020	Associated Petroleum Products Inc	Police vehicle fuel - Bldg H	846.76
91174	05/15/2020	Jennings Equipment Inc	Kubota 4WD Tractor TR05 - replaces TR03	40,481.05
Total for Fund:520 Equipment & Fleet Management				41,327.81
<b>Fund: 530 Facilities Management</b>				
0	05/11/2020	Lowe's Home Centers Inc	Lowes Invoices March 2020	1,181.55
0	05/13/2020	PUD	PUD - 16410 177th Ave SE	2,053.73
91168	05/15/2020	Cressy Door Company Inc	Installation of two sections	2,101.84
91172	05/15/2020	Fire Protection Inc.	Annual Inspection - PD	5,952.31
91178	05/15/2020	Pacific Air Control Inc	PD service and repair	4,595.37
91179	05/15/2020	Puget Sound Energy Inc	PSE- 806 W Main St Bldg A -Mai	1,895.80
Total for Fund:530 Facilities Management				17,780.60
<b>Fund: 631 Agency Fund</b>				
0	05/12/2020	Banner Bank - McCann Construction En	MCCANN - Airfield Waterline replacement retainage	46.76
91167	05/15/2020	City of Monroe	Refund Gazebo Rental	5.39
91184	05/15/2020	Tinkergarten	Refund Nature Class - Sky River Park	1.48
Total for Fund:631 Agency Fund				53.63

# Bank Reconciliation

## Disbursement Detail

User: becky  
Printed: 05/15/2020 - 1:19PM  
Date Range: 05/11/2020 - 05/15/2020  
Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
Fund: 636 School Mitigation Fees 91176 05/15/2020		Monroe School District	Mitigation fees for 4/22/20 - 5/5/20	7,912.00
			Total for Fund:636 School Mitigation Fees	7,912.00
			Grand Total	408,071.31

ROUTING SLIP - CHECK APPROVAL

5/26/2020

ROUTED:

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

CLAIMS:

			<u>Check Numbers</u>
Date:	<u>5/15/20</u>	\$ 6,318.67	91186-91191
Date:	<u>5/20/20</u>	\$ 65,042.00	91192-91201

Check Total: 71,360.67

Date:	<u>5/18/20</u>	\$ 51,356.41	B&O
Date:	<u>5/20/20</u>	\$ 12,757.09	ACH

Electronic Total: 64,113.50

Total Claims This Period: 135,474.17

Committed Checks Voided

Signed

  
Finance Director

Date: 20 May 2020

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed

\_\_\_\_\_  
City Councilperson

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

Signed

\_\_\_\_\_  
City Councilperson

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

# Bank Reconciliation

## Checks by Date

User: becky  
 Printed: 05/20/2020 - 12:29PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
91186	5/18/2020	Advantage Building Services		AP		3,571.66
91187	5/18/2020	Morgan Kerner		AP		136.70
91188	5/18/2020	Chad & Amelia Longacre		AP		74.19
91189	5/18/2020	Josh & Ashly McCall		AP		125.68
91190	5/18/2020	Puget Sound Energy		AP		2,342.34
91191	5/18/2020	Teresa Westgate		AP		68.10
91192	5/20/2020	Bank of America NA		AP		23,296.00
91193	5/20/2020	City of Sultan		AP		152.46
91194	5/20/2020	D&G Backhoe Inc		AP		23,688.75
91195	5/20/2020	DataQuest LLC		AP		336.00
91196	5/20/2020	Monroe Fireplace		AP		316.97
91197	5/20/2020	Phil Olbrechts		AP		377.00
91198	5/20/2020	PH Consulting LLC		AP		9,625.35
91199	5/20/2020	Snohomish County Treasurer		AP		100.58
91200	5/20/2020	State Treasurer's Office		AP		7,085.50
91201	5/20/2020	Jeremiah Stringer		AP		63.39
Total Check Count:						16
Total Check Amount:						71,360.67

# Bank Reconciliation

## Checks by Date

User: becky  
 Printed: 05/20/2020 - 12:30PM  
 Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	5/18/2020	Washington State Department of Reven		AP	5/18/2020	51,356.41
0	5/20/2020	Banner Bank - McCann Construction Er		AP	5/20/2020	46.76
0	5/20/2020	Code Publishing Company		AP	5/20/2020	116.20
0	5/20/2020	Comeate Software Inc		AP	5/20/2020	461.19
0	5/20/2020	ISOsource		AP	5/20/2020	4,558.48
0	5/20/2020	NorthStar Chemical Inc.		AP	5/20/2020	702.37
0	5/20/2020	Ricoh USA Inc		AP	5/20/2020	139.50
0	5/20/2020	Ricoh USA Inc		AP	5/20/2020	3,961.64
0	5/20/2020	State Auditor's Office		AP	5/20/2020	2,770.95
Total Check Count:						9
Total Check Amount:						64,113.50

# Bank Reconciliation

## Disbursement Detail

User: becky  
 Printed: 05/20/2020 - 12:32PM  
 Date Range: 05/18/2020 - 05/20/2020  
 Systems: '(ALL)'

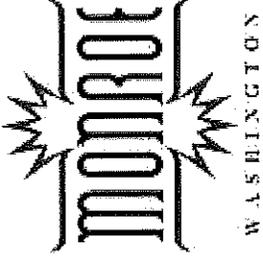


Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 001 General Fund</b>				
	0 05/20/2020	Code Publishing Company	Code updates	116.20
	0 05/18/2020	Washington State Department of Revenue	April 2020 B&O	96.27
	91193 05/20/2020	City of Sultan	Building Inspections	152.46
	91195 05/20/2020	DataQuest LLC	Background checks	336.00
	91196 05/20/2020	Monroe Fireplace	Monroe Fireplace - special event fee refund	290.00
	91201 05/20/2020	Jeremiah Stringer	Jeremiah Stringer - refund gazebo	58.00
			Total for Fund:001 General Fund	1,048.93
<b>Fund: 318 Streets CIP Fund</b>				
	91198 05/20/2020	PH Consulting LLC	Quiet Zone Fesability Study	9,625.35
			Total for Fund:318 Streets CIP Fund	9,625.35
<b>Fund: 411 Water Maintenance &amp; Operations</b>				
	0 05/18/2020	Washington State Department of Revenue	April 2020 B&O	22,957.69
	91187 05/18/2020	Morgan Kerner	Refund Check	136.70
	91188 05/18/2020	Chad & Amelia Longacre	Refund Check	14.14
	91189 05/18/2020	Josh & Ashly McCall	Refund Check	40.91
	91190 05/18/2020	Puget Sound Energy	PSE 769 Village Way #Facility	772.97
	91191 05/18/2020	Teresa Westgate	Refund Check	12.98
	91192 05/20/2020	Bank of America NA	Utility debt	4,426.24
			Total for Fund:411 Water Maintenance & Operations	28,361.63
<b>Fund: 421 Sewer Maintenance &amp; Operations</b>				
	0 05/20/2020	NorthStar Chemical Inc.	Sodium Hypochlorite 240.00 g	702.37
	0 05/18/2020	Washington State Department of Revenue	April 2020 B&O	25,419.35
	91188 05/18/2020	Chad & Amelia Longacre	Refund Check	52.22
	91189 05/18/2020	Josh & Ashly McCall	Refund Check	73.72
	91190 05/18/2020	Puget Sound Energy	PPSE 769 Village Way #Facility	772.97
	91191 05/18/2020	Teresa Westgate	Refund Check	47.94
	91192 05/20/2020	Bank of America NA	Utility debt	18,869.76
			Total for Fund:421 Sewer Maintenance & Operations	45,938.33

# Bank Reconciliation

## Disbursement Detail

User: becky  
 Printed: 05/20/2020 - 12:32PM  
 Date Range: 05/18/2020 - 05/20/2020  
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
Fund: 431 Stormwater Maint & Operations				
	0 05/18/2020	Washington State Department of Revenue April 2020 B&O		2,764.26
	91188 05/18/2020	Chad & Amelia Longacre	Refund Check	7.83
	91189 05/18/2020	Josh & Ashly McCall	Refund Check	11.05
	91190 05/18/2020	Puget Sound Energy	PSE 769 Village Way #Facility	796.40
	91191 05/18/2020	Teresa Westgate	Refund Check	7.18
			Total for Fund:431 Stormwater Maint & Operations	3,586.72
Fund: 510 Information & Tech Services				
	0 05/20/2020	Comcate Software Inc	June 2020	461.19
	0 05/20/2020	ISOsource	Billable services 4/16/20 - 4/29/20	4,558.48
	0 05/20/2020	Ricoh USA Inc	Copier - PD MPC8503 #4986304	139.50
	0 05/20/2020	Ricoh USA Inc	Engr Ricoh copier lease MPC205	3,961.64
			Total for Fund:510 Information & Tech Services	9,120.81
Fund: 520 Equipment & Fleet Management				
	0 05/18/2020	Washington State Department of Revenue April 2020 B&O		108.22
			Total for Fund:520 Equipment & Fleet Management	108.22
Fund: 530 Facilities Management				
	91186 05/18/2020	Advantage Building Services	Janitorial services April 2020	3,571.66
			Total for Fund:530 Facilities Management	3,571.66
Fund: 623 Transportation Benefit Dist				
	0 05/20/2020	State Auditor's Office	TBD Audit	2,770.95
			Total for Fund:623 Transportation Benefit Dist	2,770.95
Fund: 631 Agency Fund				
	0 05/20/2020	Banner Bank - McCann Construction En Air field Waterline Replacement - McCann		46.76
	0 05/18/2020	Washington State Department of Revenue April 2020 B&O		10.62
	91194 05/20/2020	D&G Backhoe Inc	Cascade view Water Main - retainage release	23,688.75

# Bank Reconciliation

## Disbursement Detail

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Printed: 05/20/2020 - 12:32PM  
Date Range: 05/18/2020 - 05/20/2020  
Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
91196	05/20/2020	Monroe Fireplace	Monroe Fireplace - special event fee refund	26.97
91197	05/20/2020	Phil Olbrechts	Hearing Examiner Services - March 2020	377.00
91199	05/20/2020	Snohomish County Treasurer	Crim Victims Comp. - April 2020	100.58
91200	05/20/2020	State Treasurer's Office	Jurisdiction Billing - April 2020	7,085.50
91201	05/20/2020	Jeremiah Stringer	Jeremiah Stringer - refund gazeboi	5.39
Total for Fund:631 Agency Fund				31,341.57
Grand Total				135,474.17

**PAYROLL WARRANT APPROVAL**

**MONTH OF PAYROLL:** 5/1/2020

*The following checks are approved for payment:*

<b>Date of Issue:</b>	<u>6/5/2020</u>
<b>Voided</b>	<u>36259</u>
<b>Check #'s From:</b>	<u>36269 - 36273</u>
<b>To:</b>	<u>36289 - 36321</u>
<b>Direct Deposit</b>	<u>\$626,351.45</u>
<b>ACH AP Payments</b>	<u>\$204,794.95</u>
<b>Total Monthly Payroll</b>	<u>\$1,457,498.56</u>
<b>H S A Funding:</b>	<u>\$1,350.00</u>

**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 \$1,457,498.56 on 6/5/2020*

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

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-072

<b>SUBJECT:</b>	<b>Award Bid / Authorize Mayor to Sign Contract with Lakeside Industries, Inc. for 2020 Annual Road Maintenance Project</b>
-----------------	---

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Public Works Design & Construction	Kim Klinkers	Scott Peterson	Consent Agenda #4

**Discussion:** 01/21/2020; 06/09/2020

**Attachments:** 1. Project Location Map

**REQUESTED ACTION:** Move to award the 2020 Annual Road Maintenance Project, M2020-0003, construction contract in the amount of \$958,734; authorize the Mayor to sign the construction contract thereto; and expressly authorize a contingency amount up to twenty percent to address further minor revisions as deemed necessary or appropriate per Section 5 of the Procurement Policies & Procedures.

### POLICY CONSIDERATIONS

*In accordance with Section 5 of the Procurement Policies & Procedures, projects costing more than \$300,000 require City Council approval.*

### DESCRIPTION / BACKGROUND

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Engineering staff utilize the StreetScan program that helps determine the best use of TBD funds in order to maximize maintenance efforts toward our citywide street system. Some street segments are identified for only preservation, while others are paired up with utility reconstruction needs that collectively form a complex project and take a year or two to accomplish. In addition, existing sidewalk ramps adjacent to the project areas are reviewed and reconstructed as necessary to be compliant with current ADA standards.

The preparation of plans, specifications, and estimate for the 2020 Annual Road Maintenance Project was authorized by Council at the January 21, 2020, regular business meeting. Engineering staff completed the design, with the primary work discussed in more detail in the following sections.

#### Streets Within City

This Contract provides for street improvements at various locations within the City. Please refer to the table below and Attachment 1: Project Location Map for the list of streets and a graphic of their location, respectively. The anticipated work includes placement of hot mix asphalt, pavement repair, planing or grinding, construction of ADA ramps, pavement markings, utility adjustments, traffic control and other associated work. This work will be paid by the Streets Capital 318 Fund and reimbursed by the TBD.

ON STREET	FROM STREET	TO STREET	MAP REF
BEATON RD / 147 <sup>TH</sup> ST SE	169 <sup>th</sup> Drive SE	Tye Street	C1
TYE STREET	169 <sup>th</sup> Drive SE	Beaton Road	C1
172 <sup>ND</sup> DRIVE SE	Beaton Road	South End	C1
CASCADE VIEW DRIVE	US 2	City Limits	C2
177 <sup>TH</sup> AVENUE SE	Main Street	City Limits	C4
VILLAGE WAY	West End	East End	C5

Streets Within County

The Graden Water Main Replacement Project, M2018-0002, constructed approximately 3,000 feet of new water main in 2019. This project is located outside of the City Limits in unincorporated Snohomish County, but within the City’s water service area. The City acquired a Right-of-Way Utility Permit through Snohomish County to complete this work. A condition of this permit was to restore the impacted streets with a new asphalt surface. The street segments to be resurfaced as part of the permit commitment are identified in the table below and depicted on Attachment 1: Project Location Map. This restoration work is included as part the 2020 Annual Road Maintenance Contract. This work will be paid by the Water Utility 412 Capital Fund.

<b>ON STREET</b>	<b>FROM STREET</b>	<b>TO STREET</b>	<b>MAP REF</b>
133 <sup>RD</sup> STREET SE	West End	Ingraham Road	C6
134 <sup>TH</sup> STREET SE	209 <sup>th</sup> Avenue SE	Ingraham Road	C6
208 <sup>TH</sup> AVENUE SE	West End	133 <sup>rd</sup> Street SE	C6
209 <sup>TH</sup> AVENUE SE	133 <sup>rd</sup> Street SE	134 <sup>th</sup> Street SE	C6
210 <sup>TH</sup> AVENUE SE	North End	133 <sup>rd</sup> Street SE	C6

Annual Pavement Marking Maintenance

Lastly, this Contract includes updating pavement markings (e.g., striping, crosswalk markings, and pavement symbols) at various locations throughout the City. These locations are in addition to the replaced markings associated with the overlay work. In years past, Public Works has contracted with Snohomish County to restripe centerlines and lane lines annually throughout the City. Snohomish County did not offer this service for 2020, so engineering staff have included it in the 2020 Annual Road Maintenance Contract. Several crosswalks, stop lines, and traffic arrows will be updated as well. This work will be paid by the Streets Capital 318 Fund and reimbursed by the TBD.

The 2020 Annual Road Maintenance Project was advertised for contractor bids in the Daily Journal of Commerce on April 7, and April 21, 2020. The Engineer’s probable cost opinion was \$1,600,000. Six bids were received and opened on April 30, 2020, with bids ranging from \$958,734 to \$1,602,134, inclusive of sales taxes.

The following contractors submitted the two lowest bids:

Apparent Low:	Lakeside Industries, Inc.	\$ 958,734
Apparent Second Low:	Cadman Materials, Inc.	\$ 1,267,585

After review, state licensing verification, and reference calls, the lowest responsive bidder is Lakeside Industries, Inc. and is being offered the construction contract.

**FISCAL IMPACTS**

The 2020 Monroe Transportation Benefit District Budget (MTBD) includes up to \$2,000,000 reimbursement to the City of Monroe for allowed street preservation projects. The approved budget for the 2020 Street Capital 318 Fund includes \$1,241,415 for TBD supported street preservation / overlay projects, exclusive of staff salaries and benefits. Fiscal impact summaries for each impacted fund are provided in the tables below:

<b>FUND 318</b>	<b>BUDGET</b>
<b>STREET CAPITAL FUND (318)</b>	\$1,241,415
<b>ANTICIPATED EXPENSES</b>	(\$ 836,644)
<b>REMAINING BUDGET</b>	\$ 404,771
<b>ADVERTISEMENT</b>	(\$ 500)
<b>PRINTING SERVICES</b>	(\$ 500)

<b>PUBLIC OUTREACH</b>	(\$ 500)
<b>CONSTRUCTION MANAGEMENT</b>	(\$ 80,000)
<b>GEOTECHNICAL SERVICES</b>	(\$ 25,000)
<b><i>FINAL BUDGET OVER / UNDER</i></b>	<b>\$ 298,271</b>

<b>FUND 412</b>	<b>BUDGET</b>
<b>WATER CAPITAL FUND (412)</b>	\$ 0
<b>ANTICIPATED EXPENDITURES</b>	(\$ 122,091)
<b><i>REMAINING BUDGET</i></b>	<b>(\$ 122,091)</b>
<b>PUBLIC OUTREACH</b>	(\$ 250)
<b>CONSTRUCTION MANAGEMENT</b>	(\$ 10,000)
<b>GEOTECHNICAL SERVICES</b>	(\$ 5,000)
<b><i>FINAL BUDGET OVER / UNDER</i></b>	<b>(\$ 137,341)*</b>

\*Note: The Graden Water Main's street overlay commitment was not carried over into the 2020 Budget. However, cost savings from other capital projects within the 412 Fund are anticipated to more than cover this expenditure, and staff does not anticipate the need for a budget amendment.

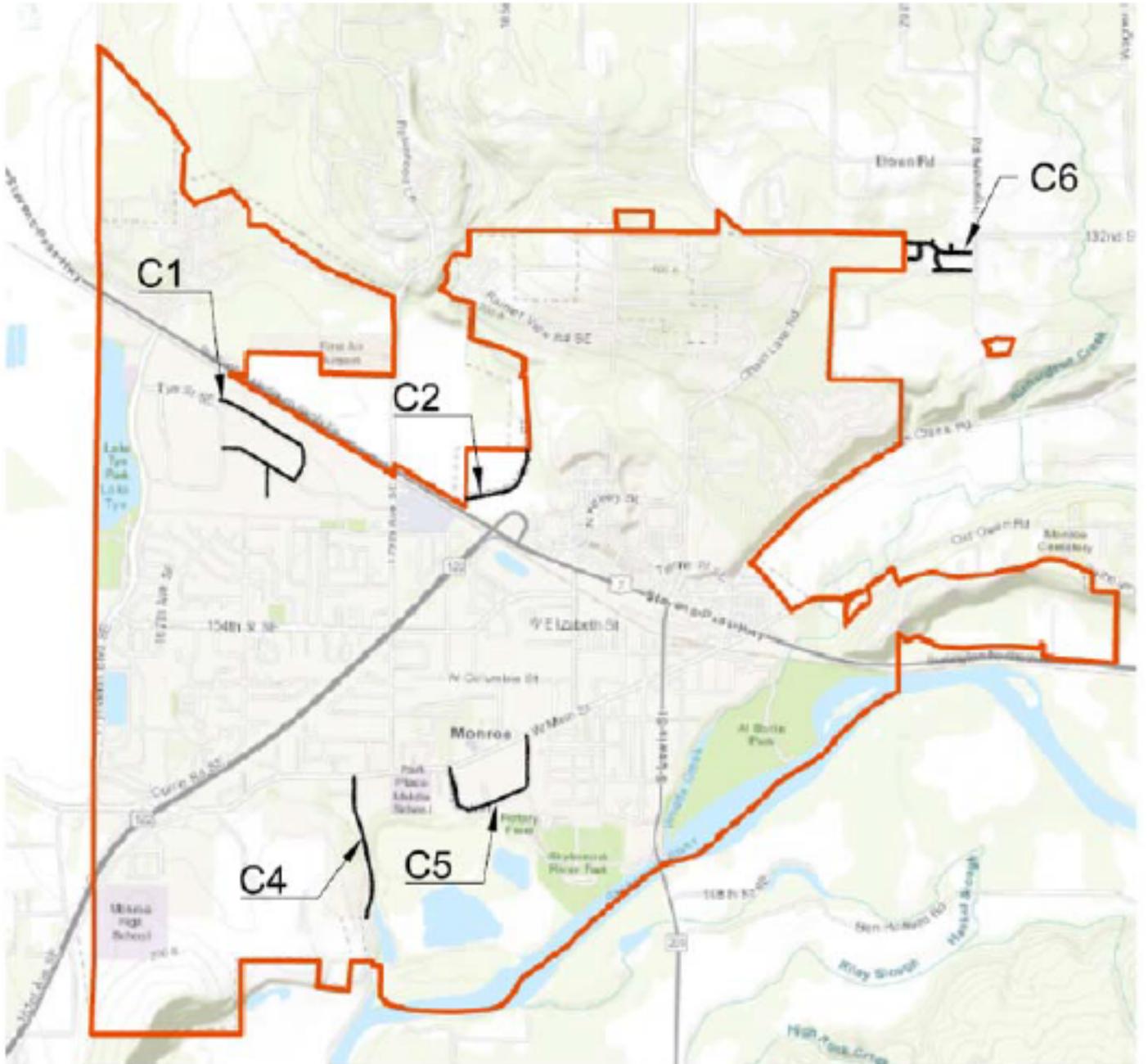
#### **TIME CONSTRAINTS**

Staff request action during this Council Meeting to keep with the overall planned timeline for delivering this year's capital construction projects.

#### **ALTERNATIVES**

1. Do not approve. Provide direction to staff.

**Attachment 1: Project Location Map**  
***2020 Annual Road Maintenance Project***



VICINITY MAP





# MONROE CITY COUNCIL

## Agenda Bill No. 20-073

<b>SUBJECT:</b>	<b><i>Authorize Mayor to Execute Extension of the Interlocal Agreement with French Slough Flood Control District for Conveyance of Stormwater</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Public Works	Jakeh Roberts	Jakeh Roberts	Consent Agenda #5

**Discussion:** 06/09/2020  
**Attachments:** 1. Interlocal Agreement  
 2. Shared Boundary Map  
 3. Partially Executed Extension Document

**REQUESTED ACTION:** *Authorize Mayor to Sign an Extension of the Interlocal Agreement with French Slough Flood Control District (District) for Conveyance of Stormwater.*

### POLICY CONSIDERATIONS

*Chapter 39.34 of the Revised Code of Washington (RCW) provides authority for governmental agencies to take joint cooperative action. The City of Monroe Procurement Policy & Procedures states that renewal of interlocal agreements that exceed \$50,000 requires the approval of the City Council.*

*The policy question for the City Council is; should the City continue to partner with the District through the extension of this Agreement?*

### DESCRIPTION/BACKGROUND

#### HISTORY OF THE AGREEMENT:

In an effort to facilitate the re-location of stormwater drainage infrastructure to spur development in the West Monroe area, the City of Monroe entered into an Interlocal Agreement with French Slough Flood Control District (District) in the early 1990s.

The Interlocal allowed for the newly constructed stormwater infrastructure systems, such as Lake Tye, to connect to the existing District drainage infrastructure and systems to the West. The District system conveys the stormwater out of Monroe, ultimately discharging to the Snohomish River.

#### RENEWAL OF THE AGREEMENT:

Renewal of this Interlocal Agreement will continue to facilitate the active partnership between the French Slough Flood Control District (District) and the City which has existed for the past 28 years. The Interlocal agreement (Attachment 1) provides the City with:

- Voting rights for three (3) City Council members, or their Designee’s, on the Joint Advisory Board for the purpose of providing City input on the District operating budget and to ensure the District is maintaining adequate financial capacity for capital needs.
- Authority over the stormwater utility charges to City residents and businesses in the shared area shown on the boundary map (Attachment 2).
- Authority over the capital construction, operation, and permitting processes associated with stormwater infrastructure installations in the shared service area.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-073*

The renewal term is five (5) years (Attachment 3). During that period if the City Council desires to amend the Agreement, that action can be facilitated through a simple majority approval of the Joint Advisory Board.

If the City Council desires to exit the Agreement, the City would need to notify the District in writing 180 days in advance.

Following renewal, staff will bring a discussion item to the Transportation/Planning, Parks & Recreation, and Public Works (P3) City Council Committee to seek a recommendation for the process to be used to select the three (3) representatives of the City to serve on the Joint Advisory Board. The Interlocal Agreement specifies that Joint Advisory Board members shall consist of three (3) members of the City Council, or their designees, and the three (3) Commissioners of the District.

### **FISCAL IMPACTS**

Charges levied against the City by the District account for 27.73% of the District's annual budget. Charges have ranged from \$100,000 – \$125,000 annually over the past five (5) years.

Annual charges are primarily used to support operating costs to include staffing, electrical power for pump station operations, vegetation and ditch maintenance. A smaller portion of funding is typically set aside for future capital projects, in a reserve fund.

The 2020 adopted budget includes \$122,749 for payment to the District.

### **TIME CONSTRAINTS**

The extension needs to be executed by June 10, 2020. Section 8, B requires all extensions to be executed no later than 180 days prior to the expiration of the existing Agreement.

### **ALTERNATIVES**

1. Do not extend the existing Agreement. Direct staff to re-negotiate the Agreement with the District.

**COPY**

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND  
FRENCH SLOUGH FLOOD CONTROL DISTRICT  
(INTO WHICH FORMER DRAINAGE IMPROVEMENT DISTRICTS #4 AND #4A  
HAVE BEEN CONSOLIDATED)**

The City of Monroe ("City") and French Slough Flood Control District ("District") recognize that each delivers water that must be handled by the facilities within and under the District's jurisdiction. The Parties desire to set forth conditions to improve City input into District decision-making with respect to control, ownership, management, and financing of the Drainage System.

WHEREAS, at the beginning of the 20th century the Fryelands area of Monroe was farmland within former Drainage Improvement District #4 and #4A so that the owners of what is now Fryelands were subject to direct assessments for operating a Drainage System; and

WHEREAS, former Drainage Improvement Districts #4 and #4A were special purpose districts created, operated and governed by officials elected pursuant to Title 85 RCW; and

WHEREAS, in the late 1950's a Federally funded more coordinated Drainage System required creation of the French Slough Flood Control District which operated under and was governed by officials elected pursuant to Chapter 86.09 RCW; and

WHEREAS, the three special purpose districts above mentioned assessed property owners within what is now the Fryelands area of Monroe for the combined Drainage System of said districts; and

WHEREAS, the Fryelands area was annexed into Monroe in the 1960's and was filled above the 100 year flood level as flood fringe in the early 1990's; and

WHEREAS, the City recognized the impacts this had on the three special purpose districts and that, although City drainage from Fryelands would continue to flow through said districts, the City needed the ability and authority to develop its own drainage infrastructure within Fryelands; and

WHEREAS, the City therefore proposed an Interlocal Agreement by which the City agreed that, as a public entity representing many small urban landowners who occupied former farmland previously owned by a few large landowners, the City would pay directly to the three districts the proportionate share of assessments borne by Fryelands; and

WHEREAS, after several years of operation under said Interlocal, recorded under Snohomish County Auditor's File No. 9210290769, the City is concerned that the Interlocal did not provide the City with any votes for district commissioners as was the case in Fryelands before City annexation; and

COPY  
 J. L. ...

French Slough Flood Control District  
 Sample Dollar Per Acre Rates (Zone 1)<sup>(1)</sup>

Expense	Revenue: Cash on Hand	Revenue: SWM Fund	Remaining Revenue Needed	City Portion <sup>(2)</sup>	Remaining to be funded by Dist.	\$/acre (Zone 1)
\$ 450,000	\$ 100,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 475,000	\$ 100,000	\$ 8,500	\$ 366,500	\$ 95,148	\$ 271,352	\$ 35.19
\$ 500,000	\$ 100,000	\$ 8,500	\$ 391,500	\$ 101,638	\$ 289,862	\$ 37.59
\$ 550,000	\$ 100,000	\$ 8,500	\$ 441,500	\$ 114,619	\$ 326,881	\$ 42.39
\$ 575,000	\$ 100,000	\$ 8,500	\$ 466,500	\$ 121,109	\$ 345,391	\$ 44.79
\$ 650,000	\$ 100,000	\$ 8,500	\$ 541,500	\$ 140,580	\$ 400,920	\$ 51.99
\$ 700,000	\$ 100,000	\$ 8,500	\$ 591,500	\$ 153,561	\$ 437,939	\$ 56.79
\$ 450,000	\$ 150,000	\$ 8,500	\$ 291,500	\$ 75,677	\$ 215,823	\$ 27.99
\$ 475,000	\$ 150,000	\$ 8,500	\$ 316,500	\$ 82,167	\$ 234,333	\$ 30.39
\$ 500,000	\$ 150,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 550,000	\$ 150,000	\$ 8,500	\$ 391,500	\$ 101,638	\$ 289,862	\$ 37.59
\$ 575,000	\$ 150,000	\$ 8,500	\$ 416,500	\$ 108,128	\$ 308,372	\$ 39.99
\$ 650,000	\$ 150,000	\$ 8,500	\$ 491,500	\$ 127,599	\$ 363,901	\$ 47.19
\$ 700,000	\$ 150,000	\$ 8,500	\$ 541,500	\$ 140,580	\$ 400,920	\$ 51.99
\$ 450,000	\$ 200,000	\$ 8,500	\$ 241,500	\$ 62,696	\$ 178,804	\$ 23.19
\$ 475,000	\$ 200,000	\$ 8,500	\$ 266,500	\$ 69,187	\$ 197,313	\$ 25.59
\$ 500,000	\$ 200,000	\$ 8,500	\$ 291,500	\$ 75,677	\$ 215,823	\$ 27.99
\$ 550,000	\$ 200,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 575,000	\$ 200,000	\$ 8,500	\$ 366,500	\$ 95,148	\$ 271,352	\$ 35.19
\$ 650,000	\$ 200,000	\$ 8,500	\$ 441,500	\$ 114,619	\$ 326,881	\$ 42.39
\$ 700,000	\$ 200,000	\$ 8,500	\$ 491,500	\$ 127,599	\$ 363,901	\$ 47.19
\$ 450,000	\$ 225,000	\$ 8,500	\$ 216,500	\$ 56,206	\$ 160,294	\$ 20.79
\$ 475,000	\$ 225,000	\$ 8,500	\$ 241,500	\$ 62,696	\$ 178,804	\$ 23.19
\$ 500,000	\$ 225,000	\$ 8,500	\$ 266,500	\$ 69,187	\$ 197,313	\$ 25.59
\$ 550,000	\$ 225,000	\$ 8,500	\$ 316,500	\$ 82,167	\$ 234,333	\$ 30.39
\$ 575,000	\$ 225,000	\$ 8,500	\$ 341,500	\$ 88,658	\$ 252,842	\$ 32.79
\$ 650,000	\$ 225,000	\$ 8,500	\$ 416,500	\$ 108,128	\$ 308,372	\$ 39.99
\$ 700,000	\$ 225,000	\$ 8,500	\$ 466,500	\$ 121,109	\$ 345,391	\$ 44.79

30.26% ↑  
 34% ↑

(1) Based upon 2012 Assessment Roll Parcel Data  
 (2) City portion calculated by taking 27.73% of "Remaining Revenue Needed" minus 55% of the non-annexed properties' assessments (i.e. Fairgrounds and one WSDOT property)

City portion  
 114,638.92

441,500

8,500

250,000

Exp. 700,000 →

2512 →

WHEREAS, taxation (by assessment) without representation is diametrically opposed to American values; and

WHEREAS, the three districts have been consolidated into one district known as French Slough Flood Control District; and

WHEREAS, said District has undergone an assessment revision in August 2001, which was subsequently approved by Snohomish County, and;

WHEREAS, the City and District wish to maintain a Joint Advisory Board for the purpose of improving communications regarding their combined Drainage System and service area; and

WHEREAS, the Parties wish to control the discharge of storm water runoff into the Drainage System and protect their jurisdictions from saturated soil conditions; and

WHEREAS, the Parties wish to maintain a process for increasing cooperation and providing City input into determining the City's share of the drainage service area costs in continuation of AF# 200301060895 as modified herein;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1. Glossary of Terms**

City - The City of Monroe  
County - Snohomish County  
District - French Slough Flood Control District  
Drainage System - Shall include the system of dikes, ditches, pipes, rights-of-way draining to said ditches, the pump station conveying water to the Snohomish River from within the jurisdiction of the Parties. The said Drainage System protects said areas from 10 year floods or less and saturated soil conditions.

Joint Advisory Board - Consisting of:  
1. City Council Members or their designee(s)  
2. Commissioners of French Slough Flood Control District

Areas of Responsibility -

City Area -Property that is within the District boundary and the City limits

District Area -Property that is within the District boundary and not the City limits.

The City Area and District Area are mutually exclusive.

## **Section 2. Joint Advisory Board**

The parties agree to maintain the established Joint Advisory Board for the purpose of improving communication regarding the Drainage System in order to implement this Agreement. The Joint Advisory Board shall consist of three (3) members of the Monroe City Council or their designee(s) and the three (3) Commissioners of the District.

### **A. Authority of the Joint Advisory Board.**

The Joint Advisory Board shall have the authority to implement the terms and conditions of this Agreement and to recommend the annual budget of the Drainage System. The Joint Advisory Board shall not have authority to modify the terms of this Agreement. The Joint Advisory Board shall not have authority to incur liabilities or obligations on behalf of either of the Parties to this Agreement except as provided herein.

### **B. Meetings, Actions and Quorum of Joint Advisory Board.**

1. All meetings of the Joint Advisory Board shall be held in compliance with the Open Public Meetings Act, RCW Chapter 42.30.
2. The Joint Advisory Board shall meet not less than four times annually at a regular meeting location of French Slough Flood Control District or such other location as the Parties shall agree.
3. A quorum of the Joint Advisory Board shall consist of two representatives each from the District and City.
4. Each City representative of the Joint Advisory Board shall have one vote and each District representative shall have one vote.
5. Disputes shall be resolved as provided in section 8D of this Agreement.
6. An appointed Secretary shall take minutes of the Joint Advisory Board meetings and other proceedings.

## **Section 3. Statutory Authority.**

This Agreement is entered into pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, RCW 35A.11.040 and 35A.35.010, and RCW 86.09.020, 85.38.180(10), 86.09.526 and 86.09.529.

## **Section 4. Purpose of the Agreement.**

The purpose of the Agreement is to:

- A. Establish areas of responsibility for maintenance and operation of the Drainage System.
- B. Establish a City voting input basis for District budgeting issues.
- C. Establish a cooperative method for regularly reviewing the City's proportionate share of the costs for the handling of the waters delivered into the Drainage System by each of the Parties.
- D. Develop a system for reviewing funding levels to maintain the District as a whole system.

**Section 5. Responsibility.**

- A. District Responsibilities - Property that is within the District boundary and not the City limits (District Area):

The District shall retain ownership of the ditches, and shall be responsible for the water quality, ditch maintenance, system improvements, and personal property used by the District in the District Area. The District shall be solely responsible for developing and administering the annual operating budget, and the capital repairs and improvements budget as required for receiving and handling flows both from within the City Area as well as the District Area... (See also section 6F of this Agreement)

- B. City Responsibilities - Property that is within the District boundary and the City limits (City Area): The District, by the prior Interlocal Agreement of October, 1992, did "cede ownership of all District ditch rights-of-way east of [a certain] Separation Line to the City" and that "The City shall be responsible for water quality, ditch maintenance, system improvements, personal property and other equipment and its acquisition to be used by the City within the City area." The City shall continue to be responsible for water quality, ditch maintenance, system improvements, personal property and other equipment and its acquisition to be used by the City within the City Area. . The City shall also continue to be responsible for capital repairs and improvements and associated costs to maintain and repair the Drainage System within the City Area and jurisdiction, as well as for improvements necessary to maintain flows and water quality from the City to the District in conformance with applicable federal, state and county regulations. C. Adjustments to the Areas of Responsibilities & Financial Responsibilities.

Adjustments may be made to the area of responsibility if the City limits are expanded. Such annexations by the City shall be approved by the Boundary Review Board in accordance with law, and adjustments to the areas of

responsibility shall thereafter be proposed by the Joint Advisory Board subject to approval of the District and City.

D. Liability.

Each Party shall assume liability for those areas of property for which they have assumed maintenance responsibility under this agreement. In such cases where all Parties may be held liable, or mutually joined in a liable action, the Party with maintenance responsibility for the area creating the liable action shall be responsible for providing the resources for responding to such action.

E. Indemnification.

The District agrees to fully protect, defend, indemnify, and hold harmless the City, including its officers, employees, and agents, from and against any and all claims, damages, and costs, incurred by the City as a result of the District's performance or failure to perform its obligations under this Agreement, except for damages caused by the negligence of the City.

The City agrees to fully protect, defend, indemnify, and hold harmless the District, including its officers, employees, and agents, from and against any and all claims, damages, and costs, incurred by the District as a result of the City's performance or failure to perform its obligations under this Agreement, except for damages caused by the negligence of the District.

**Section 6. Administration of Responsibilities.**

A. Maintenance and Operation.

1. The City is responsible for the control and maintenance of the Drainage System within the City limits, including the City Area... Maintenance of ditches will generally include the control of grasses and noxious weeds as well as reconstruction of ditch banks or channel bottoms that restrict or otherwise affect the rate or quality of water flow to the District ditches.
2. The District is responsible for the control and maintenance of the ditches within the District Area. Maintenance will generally include the control of grasses and noxious weeds as well as reconstruction of ditch banks or channel bottoms that restrict or otherwise affect the rate or quality of water flow within the District ditches. Maintenance also includes dike and pump station upkeep.

B. Capital Improvements.

1. The Parties shall be responsible for making all improvements to the Drainage System within their respective areas of responsibility. Such improvements shall include, but not be limited to, dike and pump plant reconstruction, the installation of storm water retention systems, conveyance piping, trail and/or recreational uses in conjunction with the ditch system, diversions within or to the drainage ditches, ditch crossings and landscaping including berming around or along the ditches.

C. Administration of Governmental Regulations.

Each Party shall be directly responsible for the administration of all regional, state and federal regulations governing the discharge of water and water quality for their jurisdiction's portion of the Drainage System.

D. Water Quality Control.

Each party shall be responsible for the quality of waters discharged within their jurisdiction if required by other law and as provided by law.

E. Storm Water Discharge.

Each Party shall be responsible for the volume, rate, duration, and tidal effects of, from and to storm water run-off entering the ditch system originating from within their jurisdiction.

F. Budget.

Commencing annually on or about July 2011 and for each succeeding year for the duration of this Agreement, the Joint Advisory Board shall start preparation of the Preliminary Budget for the District. This Preliminary Budget shall endeavor to itemize expenditures in order to provide useful information to the City and District for their respective budget processes. The Joint Advisory Board shall recommend approval of the Preliminary Budget to the District and City annually by September 30<sup>th</sup> so that the City Council and District will have reliable figures at the time each Party's budget is under consideration. (See also Section 6.H below). The parties acknowledge the Preliminary Budget is an estimate, and is subject to revision.

1. If the District must revise the preliminary budget after the final scheduled annual Joint Advisory Board meeting, the District shall make contact with the City and schedule an additional Joint Advisory Board meeting to allow all members of the Joint Advisory Board to vote on the proposed preliminary budget revision(s).

G. Assessments/Financial Responsibilities.

1. The City is financially responsible for the cost of maintaining and improving the Drainage System within the City limits.
2. The City and the District assume responsibility for a proportionate share of the District's financial obligations in the budget, based upon the following formula:
  - a.) The City portion of the entire District budget shall be 27.73% through December 31, 2002.
  - b.) Commencing January 1, 2003, the District will begin billing (assessing) property within the District boundary that is not annexed into the City. It is understood that revenues from such new assessment(s) are based on the total budget and must be received.
  - c.) The City's maintenance obligation, which formerly included said non-annexed property, will be transferred to the District.
  - d.) The City's financial obligation shall be determined as follows:
    - i.) The initial base for the City shall be 27.73% of the 2003 budget.
    - ii.) On receipt of revenues from said non-annexed areas, the City's initial base shall be reduced by an amount equal to 55% of revenues from said non-annexed areas to determine the City's financial obligation.
    - iii.) This amount shall be the basis of annually determining the City's percentage (portion) of the total assessment for 2003 and subsequent years.
    - iv.) Initial setup costs for assessing said non-annexed areas shall be split 55/45 between City and District.
3. The City's percentage may also be modified annually to account for storm water run-off from areas outside the current city limits that are annexed into the City in the future.

4. The City reserves the right to request records of the District in order to perform periodic audits for the purpose of establishing actual expenses to the budget.

H. Billing of Assessments.

The District shall send an assessment statement to the City for the annual assessment on a semi-annual basis after the first of each year. The City shall pay the assessment within ninety (90) days of receipt of said assessment. To insure adequate notification of such annual assessment, the Joint Advisory Board shall provide the City an estimate of the expected expenses along with the estimated cost of the City portion of such expenses by September 30 of the preceding year in time for the City's annual budget preparations.

**Section 7. Relationship to Existing Laws, Statutes and Regulations.**

This Agreement is not intended to modify or supersede existing laws, statutes and regulations. In meeting the commitments of this Agreement, all Parties shall comply with the requirements of the Open Public Meetings Act, State Environmental Policy Act, State Department of Fish and Wildlife, Annexation Statutes and all other state, federal and local laws.

The District shall retain sole authority and responsibility for ditches within the District boundary, excluding those included in the City limits, and the City shall continue to exercise delegated authority and responsibility for ditches within the City limits and the District boundary. The provisions of this Agreement are not intended to authorize either jurisdiction to abrogate ultimate decision-making responsibility assigned to it by law or to impair the power of the District electorate as guaranteed by 85.38.105 and 86.09.377.

**Section 8. Conditions of Agreement.**

A. Effective Date.

This Agreement replaces "AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONROE AND SNOHOMISH COUNTY DRAINAGE IMPROVEMENT DISTRICTS NUMBER FOUR AND NUMBER FOUR-A AND FRENCH SLOUGH FLOOD CONTROL DISTRICT" entered into by the Parties in October of 1992 and as modified by AF# 200301060895

This Agreement shall be submitted for approval to the requisite authorities and upon the last such filing or approval, the Agreement shall come into and be of full force and effect from the date of termination of AF#200301060895. This Agreement shall be recorded with the Snohomish County Auditor's Office.

B. Terms of Agreement.

This Agreement shall remain in effect for five (5) years and may be renewed

for three (3) additional periods of five (5) years each by the Parties jointly signing a notice of renewal at least 180 days before the end of the then-current period. Either party may terminate agreement with 180 days written notice to the other Party.

On termination, the District shall reassume sole responsibility and authority for billing and maintaining property within its jurisdictional boundary going forward.

C. Amendment of the Agreement.

This Agreement may be amended by written agreement of the Parties approved through a simple majority vote by each of the respective governing bodies, or by a simple majority vote of the Joint Advisory Board ratified by a simple majority vote of the Parties' respective governing bodies -- City Council and District Board. Such amendment shall become effective five days after approval by both Parties or as otherwise designated by the agreement.

D. Disputes.

1. In the event the Joint Advisory Board is unable to achieve agreement on a matter reasonably necessitating a decision and action on such matter, then such matter shall be referred to the decision-making bodies of the respective Parties for mediation.
2. The District and the City shall each submit three names as potential mediators. If the Parties share one name in common, that mutually submitted name shall be the mediator. If two or more names are in common, both Parties shall be asked to rank the commonly named mediators by preference. The name which is most preferred based upon ranking shall become the agreed mediator. If there is a tie in the ranking, a majority vote of the Joint Advisory Board shall determine the mediator. If none of the names submitted by the parties are in common, a majority vote of the joint advisory board shall determine the mediator, and that failing, the six names shall be put in a container and the name selected from the container by the County Auditor shall be the mediator.
3. The District shall pay 100% of its own expenses associated with mediation including but not limited to legal and preparatory. The City shall pay 100% of its own expenses associated with mediation including but not limited to legal and preparatory. The mediator's fee shall be divided between the District and the City. The District shall pay 72.27% of the shared cost of the mediator's fee; the City shall pay 27.73%.

4. Venue -- Snohomish County, Washington.

E. Severability.

If any provision of this Agreement or its application is held invalid, the remainder of the agreement shall remain in effect.

IN WITNESS THEREOF, the Parties have affixed their signatures and dated below.

DATED this 7<sup>th</sup> day of December, 2010.

CITY OF MONROE

Robert G. Zimmerman, Mayor

FRENCH SLOUGH FLOOD CONTROL DISTRICT

  
Scott Gunning, CHM. F.S.F.C.D.

APPROVED AS TO FORM

J. Zachary Lell, City Attorney

Commissioner F.S.F.C.D.  
David Remlinger

  
Commissioner F.S.F.C.D.  
J. Scott Giddis

ATTEST:

Eadye Martinson, Deputy City Clerk

APPROVED AS TO FORM

Peter C. Gaily, District Attorney

ATTEST

Andrea J. Miller  
Secretary F.S.F.C.D.



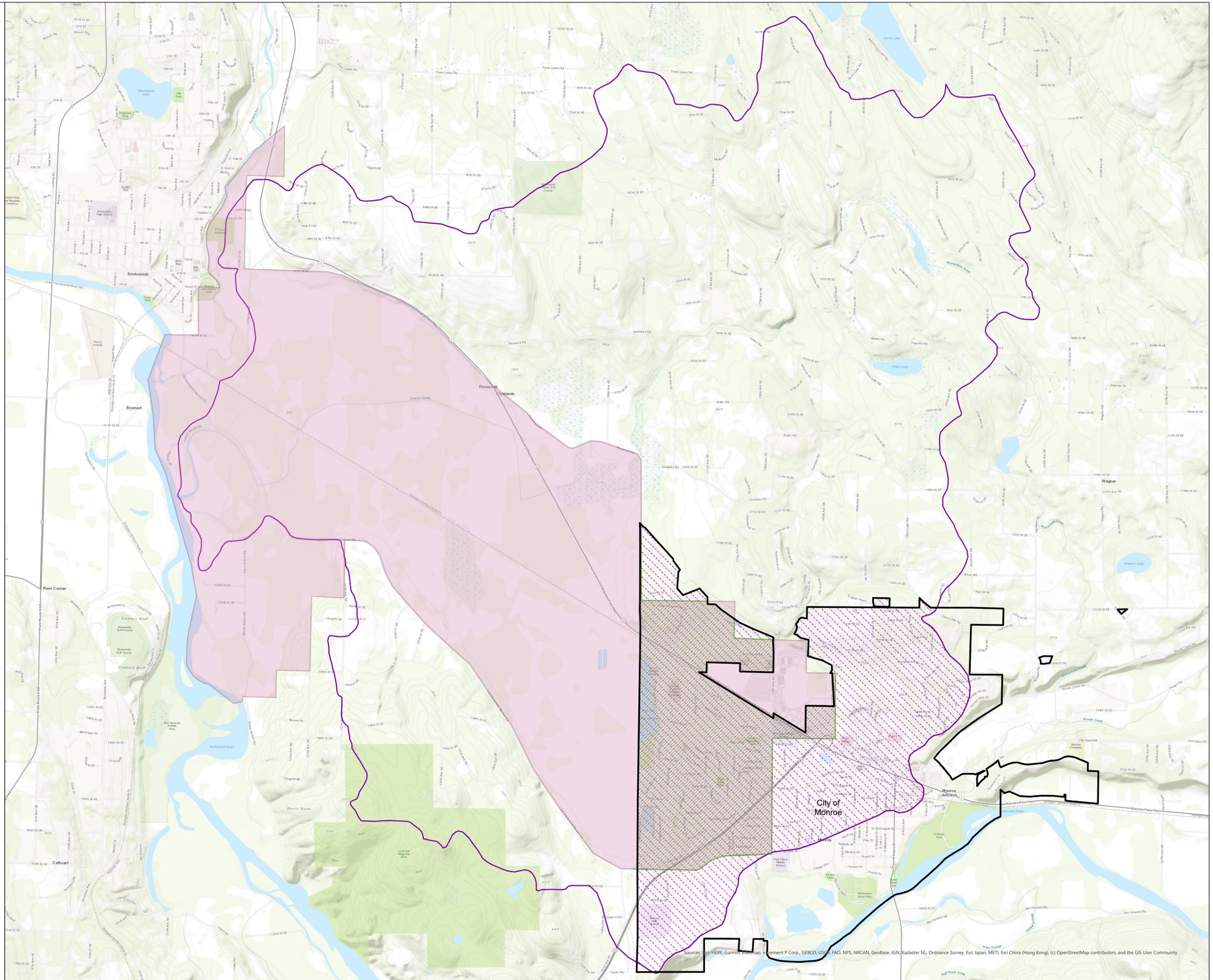
- French Slough Flood Control District
- FSCFD inside City Limits
- DOE Watershed Boundary Dataset
- French Creek Watershed inside City Limits
- Monroe City Limits

	Total Area	Inside City Limits	Inside French Creek Basin
FSCFD	7509	1194	6282
French Creek Drainage Basin	18316	2690	

\*All units are in acres



Credits: City of Monroe, Public Works, Design and Construction. Data was assembled from the Washington State Department of Ecology, Snohomish County, and the City of Monroe. Data shown on this map is for informational purposes only. The city of Monroe does not guarantee the accuracy of the data here in. Do not use this map to make financial decisions.



**Notice of Renewal of an Interlocal Agreement Between  
The City of Monroe and French Slough Flood Control District**

**Section 1.**

The City of Monroe and French Slough Flood Control District entered into an Interlocal Agreement on the 7<sup>th</sup> day of December, 2010. In 2015 the Interlocal Agreement was extended for a period of five (5) additional years.

**Section 2.**

Section 8 (B), of the Interlocal Agreement states; *"This agreement shall remain in effect for five (5) years and may be renewed for three (3) additional periods of five (5) years each by the parties jointly signing a notice of renewal at least 180 days before the end of the then-current period."*

**Section 3.**

This document serves as the notice of renewal as is required to keep the Interlocal Agreement in effect.

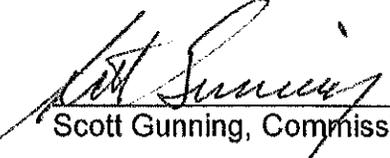
Approved by the City Council of the City of Monroe, at its regular meeting thereof, and approved by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF MONROE, WASHINGTON:**

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

Approved by the Chairperson and Commissioners of the French Slough Flood Control District, at its regular meeting thereof, on this 7th day of April, 2020.

**FRENCH SLOUGH FLOOD CONTROL DISTRICT:**

  
\_\_\_\_\_  
Scott Gunning, Commissioner

  
\_\_\_\_\_  
David Remlinger, Commissioner

  
\_\_\_\_\_  
Michelle Canfield, Commissioner



## MONROE CITY COUNCIL

### Agenda Bill No. 20-074

<b>SUBJECT:</b>	<b>Accept Project/Begin Lien Period for the Kelsey Street &amp; Blueberry Lane Intersection Improvements Project</b>
-----------------	--

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
6/9/2020	Public Works Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda #6

**Discussion:** 7/23/2019; 1/16/2018; 12/06/2016; 01/24/2017; 03/07/2017; 6/9/2020

**Attachment:** 1. Vicinity Map

**REQUESTED ACTION:** : Move to accept the Kelsey Street & Blueberry Lane Intersection Project, M2018-0006, and begin the 45-Day Lien Period; and authorize release of retainage upon filing of Notice of Completion and receipt of State of Washington releases.

#### **POLICY CONSIDERATIONS**

*A project must be accepted by the governing body after all contract work has been completed and required documentation has been received. Once accepted, the Forty-Five-Day Lien Period begins. Within sixty days after project acceptance, and upon receipts of certification from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, the governing body shall release any retainage withheld from the contractor.*

#### **DESCRIPTION/BACKGROUND**

The Kelsey Street & Blueberry Lane Intersection Project was authorized by Council at the January 16, 2018, regular business meeting. This project improved safety and reduced congestion at this intersection and along Kelsey Street between the BNSF railroad tracks and US2. The improvements included creating a northbound left turn lane at Blueberry Lane to provide queuing capacity for northbound vehicles on Kelsey Street wanting to turn left onto Blueberry Lane. A low-profile, mountable concrete island was installed at the Blueberry Lane intersection to help channelize left turn movements. North of this intersection, the existing channelization was restriped to create two northbound lanes and one southbound lane on Kelsey Street. The centerline stripe was replaced with yellow, non-mountable concrete curb with tubular pylons to prevent left turn movements between the railroad tracks and US2. BNSF modified the railroad crossing arms to accommodate the new lane configuration.

Century West was awarded the design contract in April 10, 2018, and the completed design was advertised for contractor bids in the Daily Journal of Commerce on June 27, 2019 and July 5, 2019. The Council accepted the bid from Kamins Construction in the amount of \$322,093.00, inclusive of taxes, for construction off the project.

Kamins received a 'Notice to Proceed' on August 20, 2019. The Proposed work was completed on March 6, 2020. Change orders totaling \$2,768 were approved for this project bringing the final contract value to \$324,861.00. Special Inspections, Construction Inspections and miscellaneous costs bring the total construction cost to \$385,119.00.

## FISCAL IMPACTS

The construction project was included in the approved 2019 budget for the Street 318 Fund. The following table summarizes the project finance position:

Original Construction Contract:	\$ 322,093.00
Change Orders:	\$ 2,768.00
Final Construction Contract:	\$ 324,861.00
Final Amount Due to Contractor:	\$ 281,112.50*
Contractor Payments to Date:	\$ 281,112.50
Retainage Withheld:	\$ 0.00**

\*Based on actual work and cost incurred to complete this project. Actual material quantities were less than the estimated quantities, and provisions for unforeseen underground conflicts did not need to be utilized. As a result, the final amount due to contractor is less than the construction contract.

\*\*Contractor provided a bond for retainage.

The following table summarizes the final project finance position:

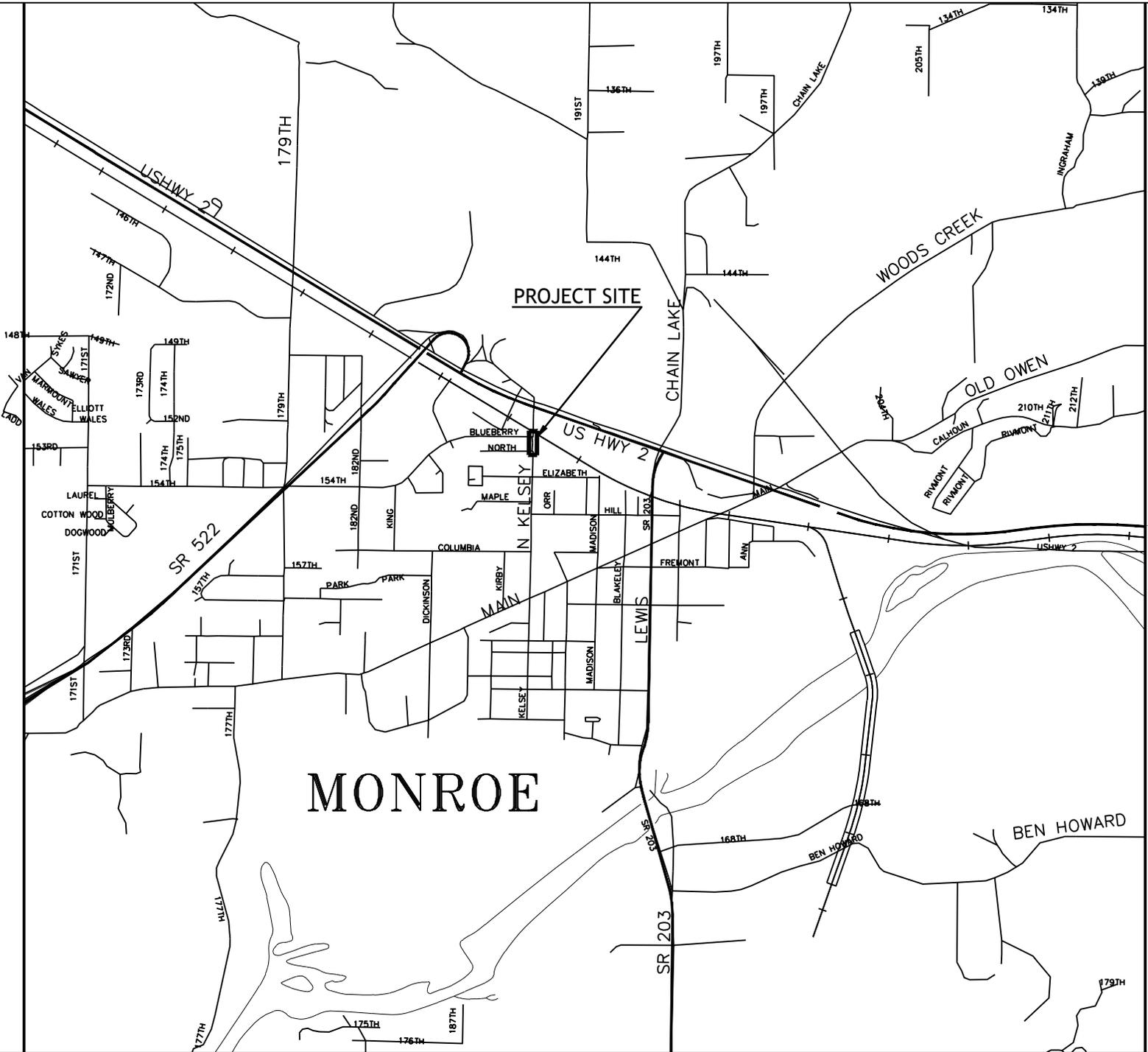
	Anticipated Expenses	Actual Expenses
Design efforts (2018 & 2019)	\$ 94,500.00	\$ 91,916.83
Advertisement / public notice	\$ 0.00	\$ 520.87
Construction contract CN (2018 & 2019)	\$ 398,213.00	\$ 281,112.50
Construction Inspections CM (2018 & 2019)	\$ 32,288.00	\$ 33,921.25
Special Inspections/Environmental	\$ 0.00	\$ 3,114.16
Administrative costs	\$ 0.00	\$ 328.01
<b>TOTAL</b>	<b>\$ 525,000.00</b>	<b>\$ 410,913.62</b>

## TIME CONSTRAINTS

Per RCW 60.28 once the project is accepted by Council, the City has sixty days to release the retainage.

## ALTERNATIVES

None.



VICINITY MAP  
NTS



# MONROE CITY COUNCIL

## Agenda Bill No. 20-075

<b>SUBJECT:</b>	<b>Ordinance No. 004/2020, Amending Chapter 14.01 MMC, Flood Hazard Area Regulations; Final Reading</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Community Development	Anita Marrero	Anita Marrero	Consent Agenda #7

**Discussion:** 05/12/2020

**First Reading:** 05/12/2020

**Final Reading:** 06/09/2020

- Attachments:**
1. Proposed Ordinance No. 004/2020 (the text of the code is generally the same in minor syntax corrections)
  2. Floodplains Boundary Map
  3. FEMA Compliance Letter
  4. Email from FEMA's Roxanne Reale-Pilkenton, Floodplain Management Specialist
  5. FIRM Maps
  6. SEPA Checklist
  7. DNS
  8. Commerce Acknowledgement Letter
  9. Planning Commission Recommendation
  10. Floodplain Regulations PowerPoint

**REQUESTED ACTION:** Move to accept as final reading Ordinance No. 004/2020, amending Chapter 14.01 MMC, Flood Hazard Area Regulations; updating floodplain regulations in order to reflect current Federal and State law; setting forth legislative findings; providing for severability; and establishing an effective date.

### POLICY CONSIDERATIONS

*On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was effective through April 23, 2020 and subsequently extended through May 31, 2020.*

*This subject matter is both necessary and routine as FEMA does not have the authority to postpone the effective dates of the maps. These dates are set by legislation and federal regulation. This process is routine, as amendments to the municipal code are subject to the requirements and standards of Chapter 36.70A RCW, the Washington State Growth Management Act, and conducted through an established procedure specified in Chapter 22.84 MMC, Permit Processing.*

*On December 19, 2019, the Federal Emergency Management Agency (FEMA) sent the City correspondence relating to the new Snohomish countywide Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) that will become effective for the City of Monroe on June 19, 2020. In the FEMA correspondence, it was noted that:*

*It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision.*

*The City is required to adopt both the updated FIRMs and to update the flood damage prevention ordinance, within six (6) months of the issuance of the Letter of Final Determination, in order to remain in good standing with the National Flood Insurance Program (NFIP).*

## **DESCRIPTION/BACKGROUND**

Flood Insurance Rate Maps (FIRMs) are the official maps on which the Federal Emergency Management Agency (FEMA) has delineated special flood hazard areas and risk zones. They show the location of a property relative to special flood hazard areas, which is one of the factors determining flood insurance rates. The city has 79 properties located in the floodplain.

FIRMs are used by:

- Citizens, insurance agents, and real estate brokers to locate properties and building in flood insurance risk areas.
- Planning staff and building officials to administer floodplain management regulations and to mitigate flood damage.
- Lending institutions and federal agencies to locate properties and buildings in relations to mapped flood hazards, and to determine if flood insurance is required when making loans for the purchase or construction of a building or for providing grants following a disaster.

The National Flood Insurance Program (NFIP) is a national program that provides affordable insurance and also encourages communities to adopt and enforce flood damage prevention regulations. While participation is voluntary, the City's participation in the NFIP program allows the City, property owners, businesses, and renters in flood-prone areas to obtain insurance and disaster assistance. Monroe has been a NFIP community since 1987.

Close to 300 towns, cities, counties, and tribes within the State of Washington participate in the NFIP. As a condition of participation in the NFIP, communities are required to adopt and enforce a flood hazard reduction ordinance that meets the minimum requirements of the NFIP.

Communities that adopt higher standards under the Community Rating System (CRS) are also able to benefit from reduced flood insurance premiums. The City has been a participant of CRS since 1991. Monroe has a Class 5 rating which entitles residents in Special Flood Hazard Areas (SFHAs) to a 25 percent discount on their flood insurance premiums and those outside the SFHAs are entitled to a 5 percent discount.

To coincide with the adoption of the updated FIRMs and FIS, the City of Monroe must update its Floodplain Management regulations in MMC 14.01 to meet current standards for participation in the NFIP – enabling Monroe residents and businesses to continue to purchase flood insurance.

The flood hazard area regulations code amendments were presented to the Planning Commission on March 9 and April 13, 2020. A public hearing was held on April 27, 2020, to receive formal comment on the Floodplain Management regulations. No public comments were received in writing or at the public hearing. The Planning Commission issued its recommendation on May 11, 2020, following the public hearing.

The Council must adopt the minimum floodplain standards necessary by June 19, 2020 in order for the city to remain in good standing with the NFIP. Communities that fail to enact the necessary

floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

During the first reading of this ordinance at the May 12<sup>th</sup> City Council meeting, Councilmember Scarboro had a question about the FEMA FIRM maps being adopted and in particular the meaning of the 100-year flood zone and the 500-year flood zone.

Staff Response: On January 12, 2007, the city was notified of proposed Base Flood Elevations (BFEs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Monroe and on February 1, 2018 was also notified of proposed modified flood hazard determinations (FHDs). The statutory 90-day appeal periods that were initiated on January 23, 2007 when FEMA published a notice of proposed BFEs in the Monroe Monitor and Valley News and on February 15, 2018 when FEMA published a notice of proposed FHDs in the Daily Herald, have elapsed.

FEMA received no valid requests for changes in the BFEs and FHDs, therefore the determination of the Agency as to the FHDs is considered final. The modified BFEs and FHDs and revised map panels will be effective as of June 19, 2020, and revise the FIRM that was in effect prior to that date.

The preliminary FIRMs were released in 2010, but their adoption was put on hold pending FEMA's resolution of the levee analysis and mapping approach. In 2013, FEMA issued a new approach to mapping levees which is now being tested in ten communities across the country. As that new policy is vetted through pilot projects, FEMA is moving forward with other mapping projects that were put on hold.

There are seven (7) panel FIRMs in Snohomish County that encompasses the City of Monroe. The 100-year flood zone is a designated area that has a 1-in-100 chance (or 1% chance) of flooding in any given year. This also means it can flood more than once within a 100-year period, and can even flood more than once in the same year. The 500-year flood zone is a designated area that has a 1-in-500 (0.2%) chance of flooding.

#### **FISCAL IMPACTS**

N/A

#### **TIME CONSTRAINTS**

The code and FIRM's must be adopted by June 19, 2020 as a condition of continued eligibility in the National Flood Insurance Program (NFIP).

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

1. Do not accept as final reading; and direct staff to areas of concern.

**CITY OF MONROE  
ORDINANCE NO. 004/2020**

AN ORDINANCE OF THE CITY OF MONROE,  
WASHINGTON, AMENDING CHAPTER 14.01 MMC FLOOD  
HAZARD AREA REGULATIONS; UPDATING FLOODPLAIN  
REGULATIONS IN ORDER TO REFLECT CURRENT  
FEDERAL AND STATE LAW; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE

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WHEREAS, the City of Monroe is a participant in the National Flood Insurance Program (NFIP); and

WHEREAS, as a participant in the NFIP, the City is required to enact certain regulations as outlined in 44 CFR 60.3 and WAC 173-158; and

WHEREAS, the City is required to adopt both the Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS), and to update the flood damage prevention ordinance, by June 19, 2020, in order to remain in good standing with the NFIP; and

WHEREAS, the Planning Commission held a public hearing on March 27, 2020, to consider the proposed amendments to Flood Hazard Area Regulations, and recommended adoption of the proposed amendments contained therein; and

WHEREAS, the City has complied with the requirements of the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, by issuing a Determination of Non-Significance (DNS) on March 7, 2020; the appeal period ended on March 21, 2020, and no appeals were filed; and

WHEREAS, the proposed amendments were transmitted to the Washington State Department of Commerce for state agency review, in accordance with RCW 36.70A.106, on March 9, 2020. Expedited review (14 days rather than 60 days) was requested; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, the Monroe City Council, after considering all information received, has determined to adopt the amendments as provided in this ordinance;

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

Section 1. Amendment of Chapter 14.01 MMC. Sections 14.01.020, 14.01.050, 14.01.060, 14.01.090, 14.01.100, 14.01.120, 14.01.130, 14.01.190 of the Monroe Municipal Code are hereby amended to provide in their respective entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Findings. The above recitals and the content of Agenda Bill Nos. 20-XXX and 20-XXX are hereby adopted as legislative findings in support of the amendments set forth in this ordinance. The City Council further adopts by reference the findings contained in the Planning Commission's May 11, 2020, recommendation, in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Copy to Commerce, Ecology, and FEMA. Pursuant to RCW 36.70A.106, RCW 86.16.041, and WAC 173-158-084, respectively a true and correct copy of this ordinance shall be transmitted to the Department of Commerce, Growth Management Services Division, within ten days after adoption; to the Department of Ecology; and to the Federal Emergency Management Agency.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall be published as required by law, and shall take effect thirty (30) days from filing with the Department of Ecology unless disapproved thereby in writing pursuant to RCW 86.16.041 and WAC 173-158-084.

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: 05/12/2020  
Adoption: 06/09/2020  
Published: 06/14/2020  
Effective: 06/19/2020

CITY OF MONROE, WASHINGTON:

(SEAL)

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

ATTEST:

APPROVED AS TO FORM:

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

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

## Exhibit A

### 14.01.020 Statement of purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money and costly flood -control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions; **and**
- I. To participate in and maintain eligibility for flood insurance and disaster relief.**

### 14.01.050 Basis for establishing the areas of special flood hazard.

~~((Areas of special flood hazard for portions of the city of Monroe covered by map panels 1100, 1377, 1380, and 1385 identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Rate Study for Snohomish County, Washington and Incorporated Areas," dated November 8, 1999, with accompanying Flood Insurance Rate Maps (FIRMs), are adopted by reference and declared to be a part of this chapter.))~~

~~((Areas of special flood hazard for portions of the city of Monroe covered by map panels 1070, 1357, 1360, and 1376 identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Snohomish County, Washington and Incorporated Areas," dated September 16, 2005, and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs), are adopted by reference and declared to be a part of this chapter. The Flood Insurance Studies shall be on file in the office of the city engineer, 806 West Main Street, Monroe, Washington. (Ord. 018/2017 § 2; Ord. 004/2006 § 2; Ord. 021/2005 § 1)))~~

**The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Snohomish County, WA and Incorporated Areas” dated June 19, 2020 and any revisions thereto, with accompanying Flood Insurance Rate Maps (FIRMs) dated June 19, 2020, and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance.**

**The FIS and the FIRM are on file at 806 West Main Street, Monroe, Washington and shall be made available upon request.**

**The best available information for flood hazard area identification as outlined in MMC 14.01.120(B) shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under MMC 14.01.120(B).**

14.01.060 **Compliance and** Interpretation.

**A. All development within special flood hazard areas is subject to the terms of this ordinance and other applicable regulations.**

**B.** In the interpretation and application of this chapter, all provisions shall be:

~~(A)~~**1.** Considered as minimum requirements;

~~2.~~~~(B-)~~ Liberally construed in favor of the city’s governing body;

~~3.~~~~(C.)~~ Deemed neither to limit nor repeal any other powers granted under state statutes. (Ord. 004/2006 § 2; Ord. 021/2005 § 1)

14.01.090 Definitions.

Unless specifically defined in this section, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter it’s most reasonable application.

**“Alteration of watercourse” means any action that will change the location of the channel occupied by water within the banks of any portion of a riverine waterbody.**

“Appeal” means a request for a review of the ~~((city engineer’s))~~ interpretation of any provision of this chapter or a request for a variance pursuant to MMC 14.01.170.**B.**

“Area of shallow flooding” means a designated **zone** AO ~~((or))~~, AH ~~((Zone on the))~~, **AR/AO or AR/AH (or VO) on a community’s** Flood Insurance Rate Map (FIRM).~~The base flood depths range from)~~ **with a one percent or greater annual chance of flooding to an average depth of** one to three feet~~((;)),~~ **where** a clearly defined channel does not exist~~((;)),~~ **where** the path of flooding is unpredictable, and ~~((indeterminate; and)),~~ **where** velocity flow may be evident. ~~((AO))~~ **Such flooding** is characterized ~~((as))~~

by ponding or sheet flow ((and AH indicates ponding)). **Also referred to as the sheet flow area.**

“Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. ((Designation on effective maps always includes the letter A or)) **It is shown on the Flood Insurance Rate Map (FIRM) as zone A, AO, AH, A1-30, AE, A99, AR.** The term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard.”

**“ASCE 24” means the most recently published version of ASCE 24, Flood Resistant Design and Construction, published by the American Society of Civil Engineers.**

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year\_ ((Also)) **(also)** referred to as the “((one-hundred))**100**-year flood.” Designation on maps always includes the letters A or V.

**“Base Flood Elevation (BFE)” means the elevation to which floodwater is anticipated to rise during the base flood.**

“Basement” means any area of the building having its floor sub-grade (**below ground level**) on all sides.

**“Building”: See "Structure."**

**“Building Code” means the currently effective versions of the International Building Code and the International Residential Code adopted by the State of Washington Building Code Council and as adopted by the City of Monroe.**

**“Breakaway wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.**

**“Community” means The City of Monroe when referenced in this chapter.**

“Critical facility” means a facility for which even a slight chance of flooding might be too great. Critical facilities include but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.

“Development” means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. “Development” also means subdivision of a parcel or parcels into two or more lots **located within the area of special flood hazard.**

**“Elevation Certificate” means an administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support a request for a**

Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

“Elevated Building” means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

“Essential Facility”: See “Essential Facility” defined in ASCE 24. Table 1-1 in ASCE 24-14 further identifies building occupancies that are essential facilities.

“Existing Manufactured Home Park or Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

“Expansion to an Existing Manufactured Home Park or Subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Farmhouse” means a single-family dwelling located on a farm site where resulting agricultural products are not produced for the primary consumption or use by the occupants and the farm owner.

“Flood or Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1.

**a)** ~~((1)).~~ The overflow of inland or tidal waters; ~~((and/or.))~~

**b)** ~~((2.))~~ The unusual and rapid accumulation ~~((of))~~**or** runoff of surface waters from any source;~~and/or~~

**c)** Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

**2.** The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by

**an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)(a) of this definition.**

**“Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards. Also known as a “Flood Insurance Study (FIS).”**

“Flood Insurance Rate Map (FIRM)” means the official map **of a community**, on which the Federal Insurance ((Administration))**Administrator** has delineated both the areas of special flood hazards and the risk premium zones applicable to the community. **A FIRM that has been made available digitally is called a “Digital Flood Insurance Rate Map (DFIRM).”**

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

**“Floodplain or flood prone area” means any land area susceptible to being inundated by water from any source. See "Flood or flooding."**

**“Floodplain administrator” means the community official designated by title to administer and enforce the floodplain management regulations.**

**“Floodplain management regulations” means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.**

**“Flood proofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. Flood proofed structures are those that have the structural integrity and design to be impervious to floodwater below the Base Flood Elevation.**

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than ((one-foot)) **a designated height.** **Also referred to as "Regulatory Floodway."**

**“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair**

facilities, and does not include long term storage or related manufacturing facilities.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a) By an approved state program as determined by the Secretary of the Interior, or

b) Directly by the Secretary of the Interior in states without approved programs.

“Lowest floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor, provided, that such enclosure is not built so as to render the structure in violation of the applicable ~~((nonelevation))~~non-elevation design requirements of this chapter found in MMC 14.01.130 (i.e. provided there are adequate flood ventilation openings).

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term “manufactured home” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than one hundred eighty consecutive days. For insurance purposes the term “manufactured home” does not include park trailers, travel trailers, and other similar vehicles. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

~~((O. “New construction” means structures for which the “start of construction” commenced on or after the effective date of the ordinance codified in this chapter.))~~

**“Mean Sea Level” means, for purposes of the National Flood Insurance Program, the vertical datum to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.**

**“New construction” means for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.**

**“One hundred year flood or 100 year flood”: See “Base flood.”**

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

**“Reasonably Safe from Flooding” means development that is designed and built to be safe from flooding based on consideration of current flood elevation studies, historical data, high water marks and other reliable data known to the community. In unnumbered A zones where flood elevation information is not available and cannot be obtained by practicable means, reasonably safe from flooding means that the lowest floor is at least two feet above the Highest Adjacent Grade.**

“Recreational vehicle” means a vehicle:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Start of construction” includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, **rehabilitation, addition,** placement, or other improvement was within

one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundation or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. **For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.**

“Structure” means, **for floodplain management purposes**, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, **as well as a manufactured home.**

“Substantial damage” means damage of any origin sustained by a structure for which the cost of restoration to its before damaged condition would equal or exceed fifty percent of the ~~((assessed))~~ **market** value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, ~~((or))~~ **rehabilitation, addition, or other** improvement of a structure, the cost of which equals or exceeds fifty percent of the ~~((assessed))~~ **market** value of the structure, ~~((either))~~

~~((1. Before the improvement or repair is started; or))~~

~~((2. If the structure has been damaged and is being restored,))~~ before the ~~((damage occurred. For the purposes))~~ **start** of ~~((this definition))~~ **“construction” of the improvement. This term includes structures which have incurred** “substantial ~~((improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part))~~ **damage, regardless** of the ~~((building commences, whether or not that alteration affects the external dimensions of the structure.))~~ **actual repair work performed.**

The term does not, however, include either:

**1)** ~~((1.))~~ Any project for improvement of a structure to correct ~~((precited))~~ **previously identified** existing violations of state or local health, sanitary, or safety code specifications ~~((which))~~ **that** have been previously identified by the local code enforcement official and ~~((which))~~ **that** are the minimum necessary to assure safe living conditions; or

**2)** ~~((2.))~~ Any alteration of a **“historic** structure ~~((listed on))~~, **provided that** the ~~((National Register of Historic Places or))~~ **alteration will not preclude the structure's continued designation as** a ~~((State Inventory of Historic Places))~~ **“historic structure.”**

“Variance” means a grant of relief **by a community** from the ~~((requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.))~~ **terms of a floodplain management regulation.**

**“Water surface elevation” means the height, in relation to the vertical datum utilized in the applicable flood insurance study of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.**

“Water Dependent” means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reasons of the intrinsic nature of its operations.

14.01.100 Special flood hazard area development permits.

A. A special flood hazard area development permit shall be obtained before construction or development begins within any area of special flood hazard established in MMC 14.01.050. A special flood hazard area development permit shall be required for all structures, including the placement of manufactured homes.

B. Application for a special flood hazard area development permit shall be made on forms furnished by the floodplain manager and may include but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to ~~((North American Vertical Datum of 1929))~~ mean sea level, of the lowest floor (including the basement) of all structures;
2. Elevation in relation to ~~((North American Vertical Datum of 1929))~~ mean sea level to which any structure has been floodproofed;
5. Base flood elevation data; ~~((and))~~
6. Floodway data, **including engineering analysis indicating no rise of the BFE where development is proposed in a floodway; and**

**7. Any other such information that may be reasonably required by the Floodplain Administrator in order to review the application.**

C. The total fee for the application shall be as established by the city council by periodic resolution. The application form must be completed and submitted with the application fee before issuance of the special flood hazard area development permit will be considered.

14.01.120 Floodplain manager – Duties and responsibilities.

Duties of the floodplain manager shall include, but not be limited to:

A. Permit Review.

1. Review all permit applications to determine that the special flood hazard area development permit requirements of this chapter have been satisfied.
2. Review all special flood hazard area development permit applications to determine that all necessary permits have been obtained from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Review all special flood hazard area development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of MMC 14.01.150 are met.
4. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in an area of special flood hazard, all new construction and substantial improvements shall (a) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, (b) be constructed with materials resistant to flood damage, (c) be constructed by methods and practices that minimize flood damages, and (d) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. Review subdivision proposals and other new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in an area of special flood hazard, any such proposals shall be reviewed to assure that (a) all such proposals are consistent with the need to minimize flood damage within the area of special flood hazard, (b) all public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and constructed to minimize or eliminate flood damage, and (c) adequate drainage is provided to reduce exposure to flood hazards.

**6. Notify FEMA when annexations occur in the Special Flood Hazard Area.**

B. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with MMC 14.01.050, Basis for establishing the areas of special flood hazard, the floodplain manager obtains, reviews, and reasonably utilizes any base flood elevation and floodway data available from a federal, state or other source, in order to administer MMC 14.01.130, 14.01.140 and 14.01.150.

C. Information To Be Obtained and Maintained.

1. Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection (B) of this section, obtain and record the actual elevation (in relation to ~~((North American Vertical Datum of 1929))~~ mean sea level) of the lowest floor

(including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.

2. For all new or substantially improved floodproofed structures:

a. Verify and record the actual elevation in relation to ((North American Vertical Datum of 1929)) mean sea level to which the structure was floodproofed; and

b. Maintain the floodproofing certifications required in MMC 14.01.100.

3. ((Maintain for public inspection all records pertaining to the provisions of this chapter.)) **Certification required by the encroachment provisions found at MMC 14.01.150.**

**4 .Records of all variance actions, including justification for their issuance.**

**5. Improvement and damage calculations.**

**6. Maintain for public inspection all records pertaining to the provisions of this chapter.**

D. Alteration of Watercourses.

1. The floodplain manager shall notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

2. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

E. Interpretation of FIRM Boundaries. The floodplain manager shall make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in MMC 14.01.170.

**F. Changes to Special Flood Hazard Area.**

**1. If a project will alter the BFE or boundaries of the SFHA, then the project proponent shall provide the community with engineering documentation and analysis regarding the proposed change. If the change to the BFE or boundaries of the SFHA would normally require a Letter of Map Change, then the project proponent shall initiate, and receive approval of, a Conditional Letter of Map Revision (CLOMR) prior to approval of the development permit. The project shall be constructed in a manner consistent with the approved CLOMR.**

**2. If a CLOMR application is made, then the project proponent shall also supply the full CLOMR documentation package to the Floodplain Administrator to be attached to the floodplain development permit, including all required property owner notifications.**

14.01.130 General standards.

A. In all areas of special flood hazards, the following provisions are required:

1. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

b. All manufactured homes must be anchored to prevent flotation, collapse or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors, and those listed in FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook. The anchoring requirement is in addition to applicable requirements for resisting wind forces.

2. Construction Materials and Methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

c. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

3. Utilities.

a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

b. Water wells shall be located outside of the floodway.

c. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.

d. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

4. Subdivision Proposals.

a. All subdivision proposals shall be consistent with the need to minimize flood damage.

b. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

- c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.
- d. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed development which contain at least fifty lots or five acres (whichever is less).

## **5. Storage of Materials and Equipment**

- a. **The storage or processing of materials that could be injurious to human, animal, or plant life if released due to damage from flooding is prohibited in special flood hazard areas**
- b. **Storage of other material or equipment may be allowed if not subject to damage by floods and if firmly anchored to prevent flotation, or if readily removable from the area within the time available after flood warning.**

~~((5.))~~**6.** Review of Building Permits. Where elevation data is not available either through the Flood Insurance Study or from another authoritative source, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high-water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

B. In all areas of special flood hazards where base flood elevation data has been provided as set forth in MMC 14.01.050 or 14.01.120(B), the following provisions are required:

### 1. Residential Construction.

a. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above base flood elevation. **Mechanical equipment and utilities shall be waterproofed or elevated at least one foot above base flood elevation.**

b. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- ii. The bottom of all openings shall be no higher than one foot above grade; and

iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

**iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.**

**c. New construction and substantial improvements of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.**

2. Nonresidential Construction. New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more above the level of the base flood elevation, or, together with attendant utility and sanitary facilities, shall:

a. Be **dry** floodproofed so that below one foot above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

c. Have a certification by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the city engineer;

d. Nonresidential structures that are elevated, but not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (B)(1) of this section;

e. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to one foot above the base level will be rated as at the base flood level);

f. For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding, and

ii. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.

**iii. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.**

**iv. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of floodwaters.**

**g. For all new construction and substantial improvement located in an unnumbered A Zone for which a BFE is not available and cannot be reasonably obtained, the structure shall be reasonably safe from flooding, but in all cases the lowest floor shall be at least two feet above the Highest Adjacent Grade.**

### 3. Manufactured Homes.

a. All manufactured homes that are placed or substantially improved (~~within zones A1-30, AH, and AE on the community's FIRM~~) on sites that are:

- i. Outside of a manufactured home park or subdivision;
- ii. In a new manufactured home park or subdivision;
- iii. In an expansion to an existing manufactured home park or subdivision; or
- iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood;

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to one foot or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

b. All manufactured homes that are placed or substantially improved on sites in an existing manufactured home park or subdivision (~~within Zones A1-30, AH, and AE on the community's FIRM~~) that are not subject to the provisions of subsection (B)(3)(a) of this section must be elevated so that either:

- i. The lowest floor of the manufactured home **is elevated one foot or more** (~~at or~~) above the base flood elevation; or
- ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

### 4. Recreational Vehicles.

a. Recreational vehicles placed on sites (~~within Zones A1-30, AH, and AE on the community's FIRM~~) **are required to** either:

- i. Be on the site for fewer than one hundred eighty consecutive days;
- ii. Be fully licensed and ready for highway use; or
- iii. Meet the permit requirements of MMC 14.01.100 and the elevation and anchoring requirements for "manufactured homes" in subsection (B)(3) of this section.

b. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions. (Ord. 018/2017 § 4; Ord. 004/2006 § 2; Ord. 021/2005 § 1)

**5. Enclosed Area Below the Lowest Floor. If buildings or manufactured homes are constructed or substantially improved with fully enclosed areas below the lowest floor, the areas shall be used solely for parking of vehicles, building access or storage.**

14.01.190 Severability.

~~((If any section, sentence, clause or phrase of this chapter 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 chapter. (Ord. 018/2017 § 6)))~~

**This chapter and the various parts thereof are hereby declared to be severable. Should any Section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the chapter as a whole, or any portion thereof other than the Section so declared to be unconstitutional or invalid.**

# City of Monroe



## Floodplains & Shoreline Boundary

### BOUNDARIES

- Urban Growth Area
- Monroe City Limits
- Shoreline Boundary

### Flood Zones

- 100 Yr. Zone A and AE (1999)
- 100 Yr., Zone AE (2005)
- 500 Yr., Shaded Zone X (1999)
- Shaded Zone X (2005) - areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 sq mi; and areas protected by levees from 1% annual chance flood.

#### Notes:

- 1) The City of Monroe adopted the 2005 FIRM maps for Panel 1357 of 1575 and the 1999 FIRM maps for Panel 1377 of 1575 resulting in the mapping illustrated herein.
- 2) The locations depicted are approximate boundaries for critical areas within the city limits. This map provides only approximate boundaries of known features and is not a substitute for more detailed maps and/or studies to identify the exact locations of known features or additional critical area features not illustrated on the map.
- 3) The points where streams change classification are approximate and subject to confirmation and refinement.
- 4) Classifications are subject to refinement based upon additional or updated fish use and seasonality of water flow information.



Map data shown is the property of the sources listed below. Inaccuracies may exist, and the City of Monroe implies no warranties or guarantees regarding any aspect of data depiction. This map is not an actual survey of individually noted critical areas. Streams have been categorized using the water typing system defined in Monroe Municipal Code Chapter 20.05 (equivalent to WAC 222-16-031). Wetlands were classified using the Washington Department of Ecology's Washington State Wetland Rating system for Western Washington. Wetland size, shape and location are approximate based on a reconnaissance level evaluation. The City of Monroe and the Urban Growth Area may contain additional critical areas not identified on this map. Therefore this map is to be used for reference purposes only.

Source: FEMA's DFIRM Database, Snohomish County, Washington and Unincorporated Areas, 2005.

Project: Floodplain and Shoreline 11x17  
 Location: Y:\GIS\Departments\CDI\Comprehensive Plan\Comp Plan 2013\For\_Commerce  
 Revised: 10-08-13  
 Author: M. Sartorius

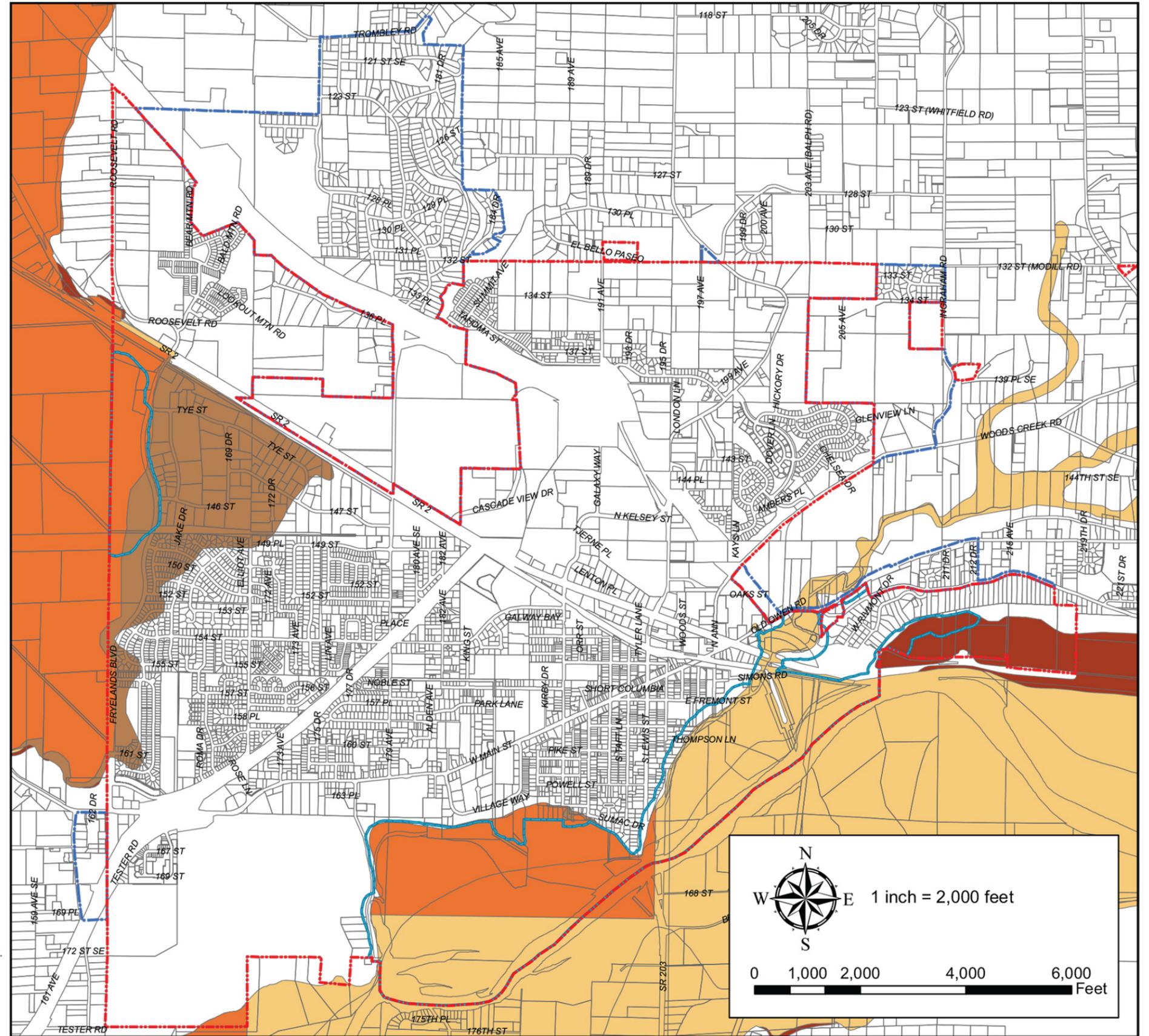


Figure 9.10 - Monroe's Floodplains & Shoreline Boundary map. (Image source: City of Monroe, 2013 Comprehensive Plan)



# Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
115-I

December 19, 2019

The Honorable Geoffrey Thomas  
Mayor, City of Monroe  
806 West Main Street  
Monroe, Washington 98272

Community: City of Monroe,  
Snohomish County,  
Washington  
Community No.: 530169  
Map Panels Affected: See FIRM Index

Dear Mayor Thomas:

On January 12, 2007, you were notified of proposed Base Flood Elevations (BFEs) affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the City of Monroe, Snohomish County, Washington and on February 1, 2018 you were notified of proposed modified flood hazard determinations (FHDs). The statutory 90-day appeal periods that were initiated on January 23, 2007 when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed BFEs in the *Monroe Monitor and Valley News* and on February 15, 2018, when FEMA published a notice of proposed FHDs for your community in the *Daily Herald*, have elapsed.

FEMA received no valid requests for changes in the BFEs and FHDs. Therefore, the determination of the Agency as to the FHDs for your community is considered final. The final BFEs and FHDs will be published in the *Federal Register* as soon as possible. The modified BFEs, FHDs and revised map panels, as referenced above, will be effective as of June 19, 2020, and revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the map and must be used for all new policies and renewals.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. **Prior to June 19, 2020,** your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(d) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(d) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations, apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(d);
2. Adopting all the standards of Paragraph 60.3(d) into one new, comprehensive set of regulations;  
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(d).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Dwight Perkins  
Regional Engineer, FEMA Region 10  
130 – 228<sup>th</sup> Street, S.W.  
Bothell, Washington 98021 – 9796  
(425) 487- 4684

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment (LOMAs), Letters of Map Revision (LOMRs)) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based is being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA-MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Federal Insurance and Mitigation Division of

FEMA in Bothell, Washington, at (425) 487- 4600 for assistance. If you have any questions concerning mapping issues in general or the enclosed Summary of Map Actions, please call our FMIX at the number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the NFIP*, *Use of Flood Insurance Study (FIS) Data as Available Data*, *Frequently Asked Questions Regarding the Effect that Revised Flood Hazards have on Existing Structures*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.floodmaps.fema.gov/lfid>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director  
Engineering and Modeling Division  
Federal Insurance and Mitigation Administration

Enclosure:

Final Summary of Map Actions

cc: Community Map Repository  
Brad Feilberg, Public Works Director, City of Monroe



**From:** [Anita Marrero](#)  
**To:** [Anita Marrero](#)  
**Subject:** FW: Monroe Floodplain Management Ordinance Adoption  
**Date:** Thursday, April 16, 2020 1:44:01 PM  
**Attachments:** [image003.png](#)

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**From:** Pilkenton, Roxanne [<mailto:roxanne.reale-pilkenton@fema.dhs.gov>]  
**Sent:** Tuesday, April 14, 2020 7:34 AM  
**To:** Ben Swanson <[BSwanson@monroewa.gov](mailto:BSwanson@monroewa.gov)>  
**Cc:** Graves, John <[John.Graves@fema.dhs.gov](mailto:John.Graves@fema.dhs.gov)>; Harris, Bryr <[bryr.harris@fema.dhs.gov](mailto:bryr.harris@fema.dhs.gov)>;  
Radabaugh, David (ECY) <[DRAD461@ECY.WA.GOV](mailto:DRAD461@ECY.WA.GOV)>  
**Subject:** Monroe Floodplain Management Ordinance Adoption

Hi Mr. Swanson,

A new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) are scheduled to become effective for your community on 19 June 2020. This means that your community must revise and adopt compliant regulations prior to this date. Failure to adopt the FIS and FIRM through revision of local regulations will result in immediate suspension from the National Flood Insurance Program (NFIP). A community that adopts compliant regulations after the above effective date can immediately be reinstated into the NFIP provided that no non-compliant development has taken place during the time the community was suspended.

FEMA understands that, in response to the COVID-19 pandemic, communities are working to slow the spread of the virus through the key strategies of social distancing and postponement or cancelation of large public gatherings. We also understand that a community's adoption of new regulations must involve the participation of its citizens through multiple public meetings with the local planning commission and/or the local board of commissioners. We recognize the current difficulty of fulfilling both responsibilities. Please see the [PROCLAMATION BY THE GOVERNOR AMENDING PROCLAMATION 20-05 – 20-28 Open Public Meetings Act and Public Records Act](#), signed by Jay Inslee, Governor of Washington on 24 March 2020, regarding public meeting resources.

At this time, FEMA does not have the authority to postpone the effective dates of the maps. These dates are set by legislation and federal regulation that require a community to adopt the new FIS and accompanying FIRM within six (6) months of the issuance of the Letter of Final Determination.

FEMA encourages communities to find whatever flexibility is available in their process to ensure that the FIS and FIRM are adopted on time to avoid the difficulties of suspension. Possibilities may include using technology to hold the required meetings online or exercising the authority to either waive or condense the required time between meetings. It may also

help expedite the adoption process if the only proposed regulation changes are those that are the minimum required to maintain membership in the NFIP.

The implementation of the NFIP in local communities is of paramount importance to ensuring that the safety and welfare of your citizens and their property are protected. FEMA is committed to providing whatever technical assistance we can to assist you in the timely adoption of the regulatory revisions required to continue providing this essential service to your community.

Please feel free to contact me with any questions.

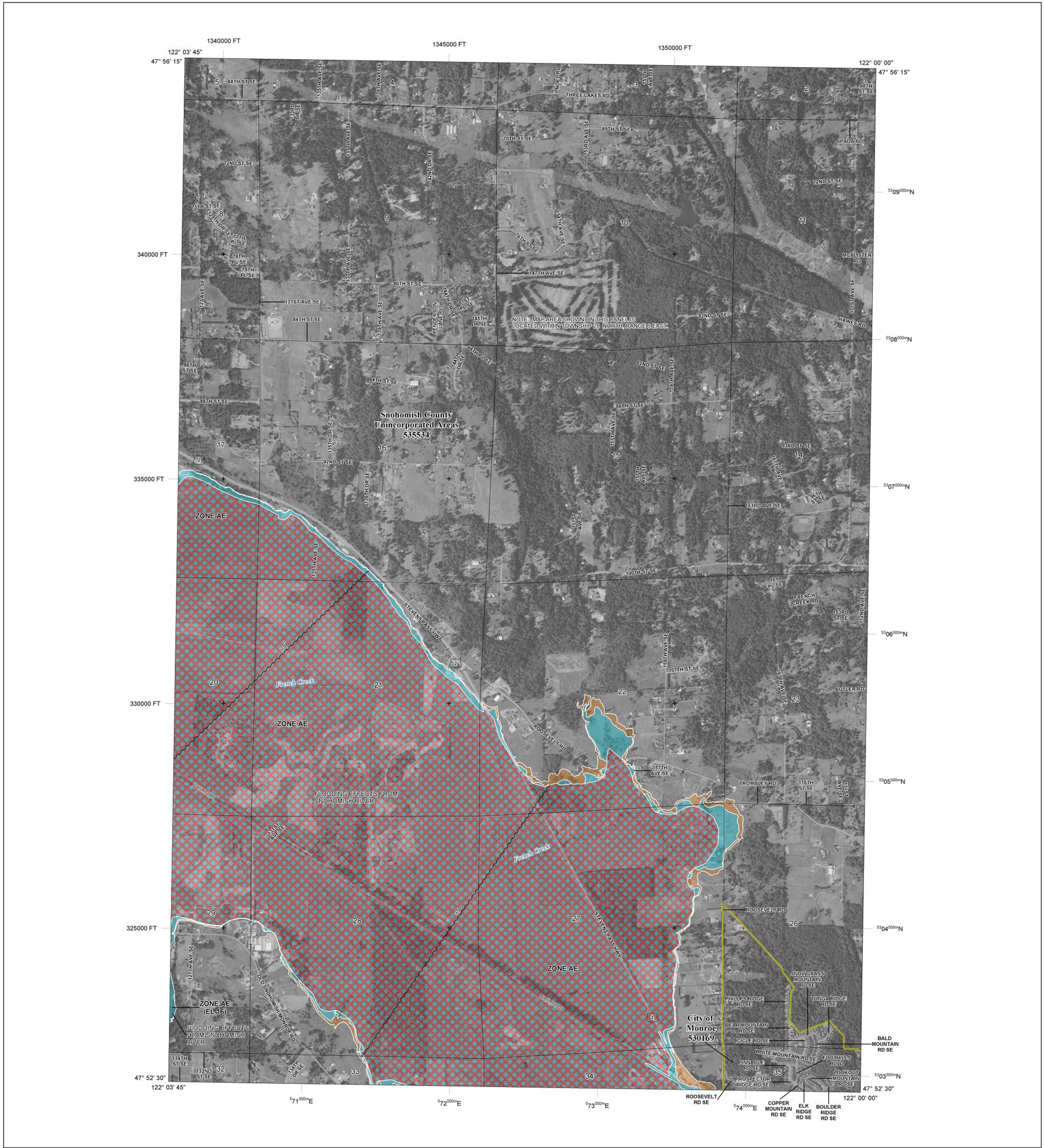
Kind regards,

Roxanne Reale-Pilkenton, CFM  
Floodplain Management Specialist | Mitigation | Region 10  
Office: (425) 487-4654 | Mobile: (202) 341-6948  
[roxanne.reale-pilkenton@fema.dhs.gov](mailto:roxanne.reale-pilkenton@fema.dhs.gov)

Federal Emergency Management Agency  
[fema.gov](http://fema.gov)



*Federal Emergency Management Agency (FEMA), Region 10 is committed to providing access, equal opportunity, and reasonable accommodation in its services, programs, activities, education, and employment for individuals with disabilities. To request a disability accommodation contact me at least five (5) working days in advance at 425-487-4654 or [roxanne.reale-pilkenton@fema.dhs.gov](mailto:roxanne.reale-pilkenton@fema.dhs.gov).*



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

<b>SPECIAL FLOOD HAZARD AREAS</b>		Without Base Flood Elevation (BFE) Zone A,V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
<b>OTHER AREAS</b>		Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X
		Area of Undetermined Flood Hazard Zone D
<b>GENERAL STRUCTURES</b>		Channel, Culvert, or Storm Sewer Accredited or Provisionally Accredited Levee, Dike, or Floodwall
		Non-accredited Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
<b>OTHER FEATURES</b>		Limit of Study
		Jurisdiction Boundary

**NOTES TO USERS**

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

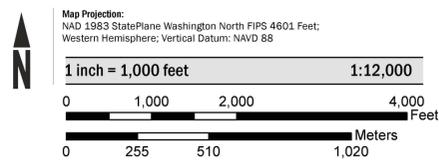
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

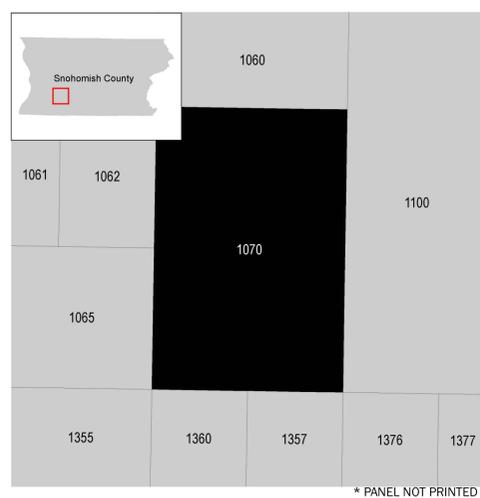
Base map information shown on this panel was provided by the USDA-FSA Aerial Photography Field Office. This information was derived from digital orthophotography at a scale of 1:12,000 and 1-meter pixel resolution from photography dated 2009.

Density Fringe Area

**SCALE**



**PANEL LOCATOR**



**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP

**SNOHOMISH COUNTY, WASHINGTON**  
 AND INCORPORATED AREAS

PANEL 1070 of 1575

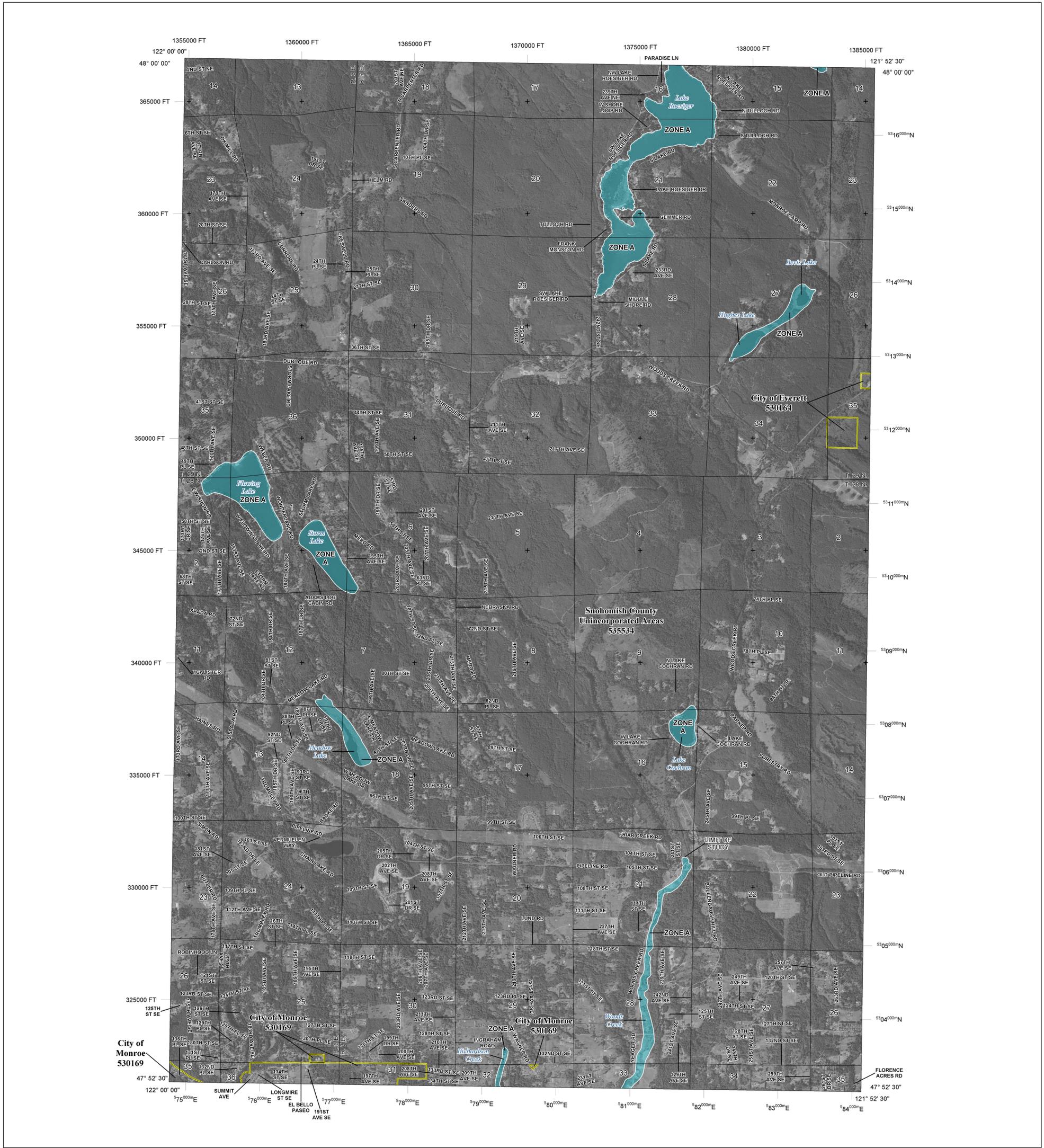
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MONROE, CITY OF	530169	1070	G
SNOHOMISH COUNTY	535534	1070	G

VERSION NUMBER  
2.3.2.1

MAP NUMBER  
53061C1070G

MAP REVISED  
JUNE 19, 2020



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

<b>SPECIAL FLOOD HAZARD AREAS</b>		Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
<b>OTHER AREAS OF FLOOD HAZARD</b>		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee See Notes. Zone X
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		Non-accredited Levee, Dike, or Floodwall
		18.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE)
<b>OTHER FEATURES</b>		Limit of Study
		Jurisdiction Boundary

**NOTES TO USERS**

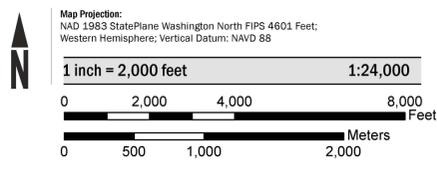
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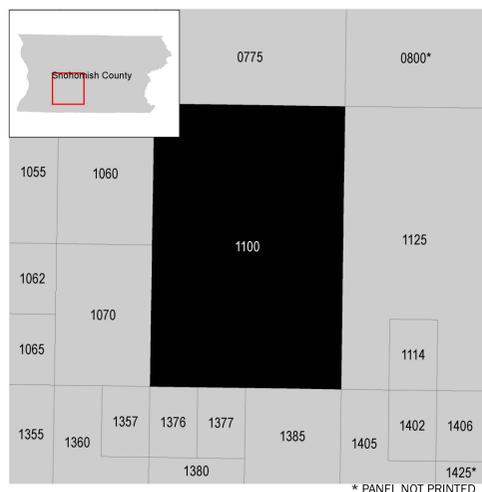
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Base map information shown on this panel was provided by the USDA-FSA Aerial Photography Field Office. This information was derived from digital orthophotography at a scale of 1:12,000 and 1-meter pixel resolution from photography dated 2009.

**SCALE**



**PANEL LOCATOR**



**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP

**SNOHOMISH COUNTY, WASHINGTON**  
 AND INCORPORATED AREAS

PANEL 1100 OF 1575

Panel Contains:

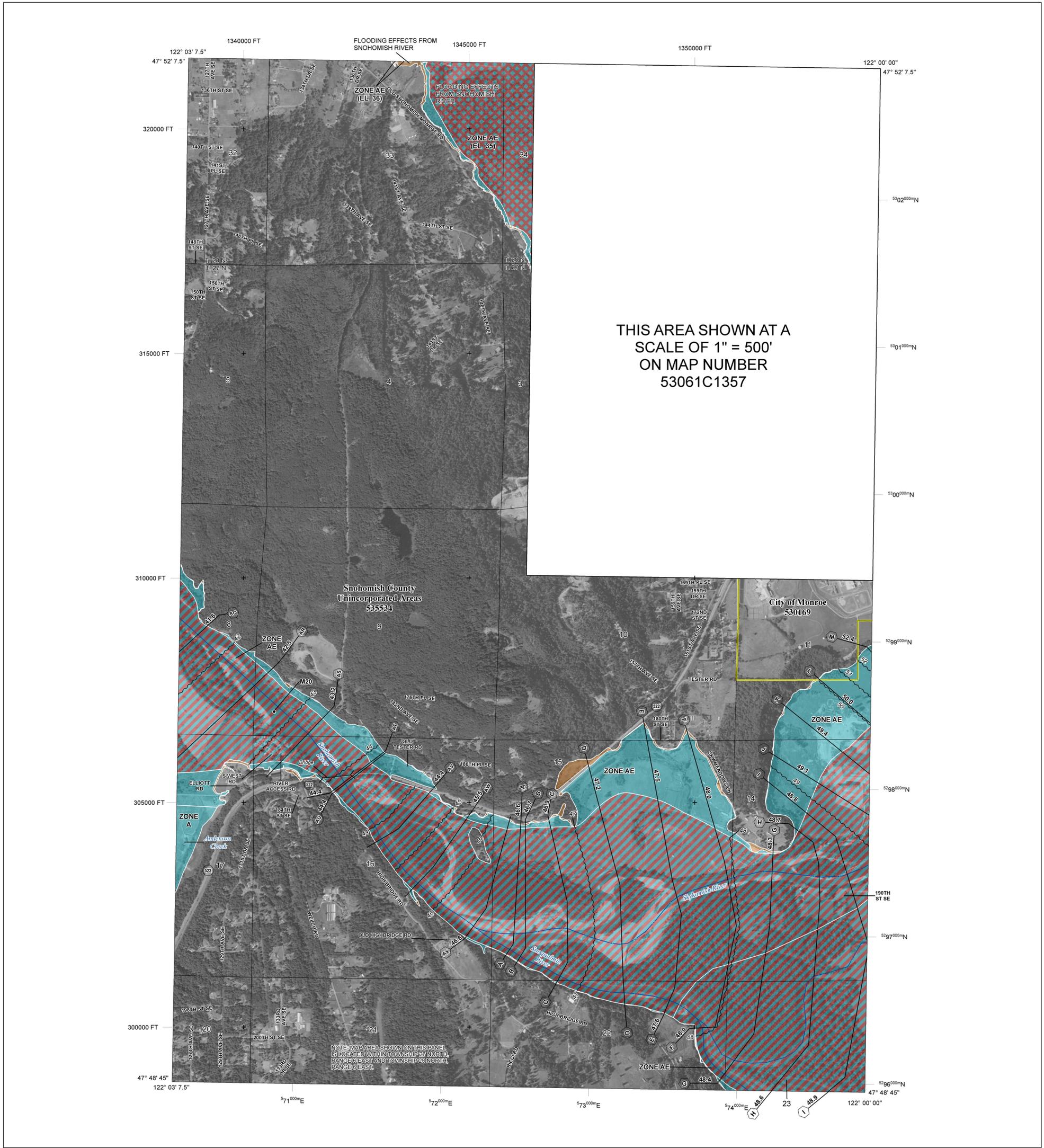
COMMUNITY	NUMBER	PANEL	SUFFIX
EVERETT, CITY OF	530164	1100	F
MONROE, CITY OF	530169	1100	F
SNOHOMISH COUNTY	535534	1100	F

VERSION NUMBER  
2.3.2.1

MAP NUMBER  
53061C1100F

MAP REVISED  
JUNE 19, 2020





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	Regulatory Floodway
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	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

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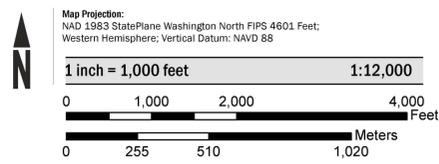
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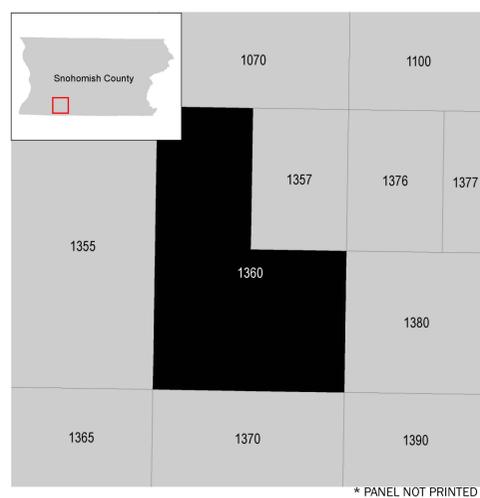
Base map information shown on this panel was provided by the USDA-FSA Aerial Photography Field Office. This information was derived from digital orthophotography at a scale of 1:12,000 and 1-meter pixel resolution from photography dated 2009.

- Density Fringe Area
- M4.0 River Mile Marker

**SCALE**



**PANEL LOCATOR**



**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**SNOHOMISH COUNTY, WASHINGTON**  
AND INCORPORATED AREAS

PANEL 1360 OF 1575

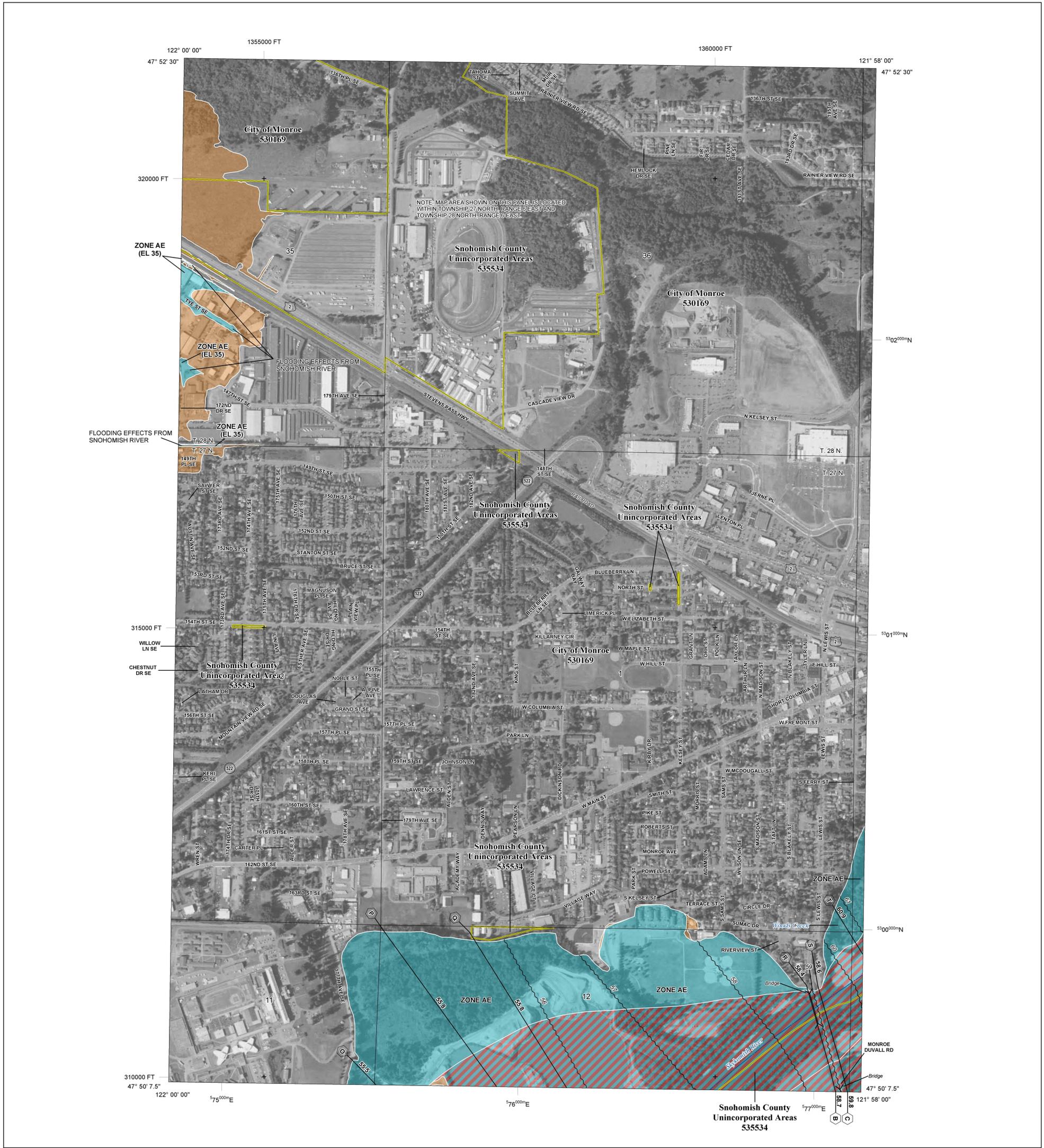
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COMMUNITY	NUMBER	PANEL	SUFFIX
MONROE, CITY OF SNOHOMISH COUNTY	530169 535534	1360 1360	G G

VERSION NUMBER  
**2.3.2.1**

MAP NUMBER  
**53061C1360G**

MAP REVISED  
**JUNE 19, 2020**



**FLOOD HAZARD INFORMATION**

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		Coastal Transect
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Base Flood Elevation Line (BFE) 513
<b>OTHER FEATURES</b>		Limit of Study
		Jurisdiction Boundary

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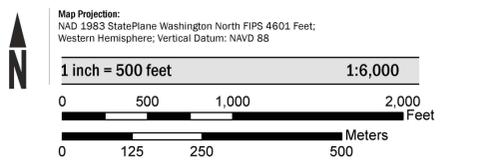
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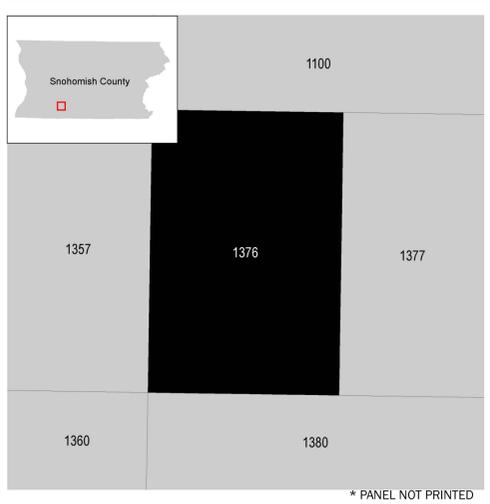
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**SCALE**



**PANEL LOCATOR**



**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP

**SNOHOMISH COUNTY, WASHINGTON**  
 AND INCORPORATED AREAS

PANEL 1376 of 1575

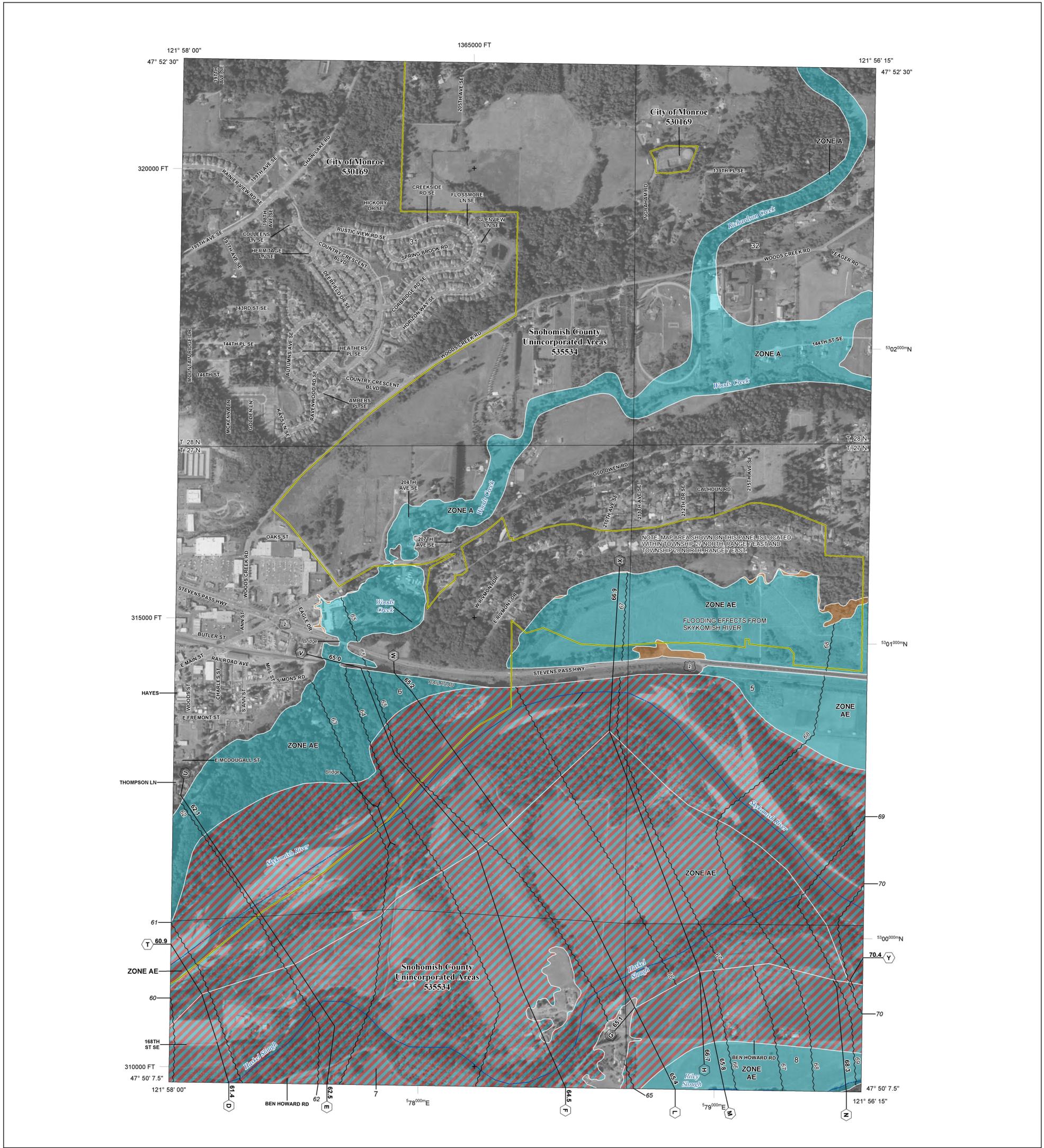
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MONROE, CITY OF SNOHOMISH COUNTY	530169	1376	G
	535534	1376	G

VERSION NUMBER  
2.3.2.1

MAP NUMBER  
53061C1376G

MAP REVISED  
JUNE 19, 2020



**FLOOD HAZARD INFORMATION**

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		Base Flood Elevation Line (BFE)
<b>OTHER FEATURES</b>		Limit of Study
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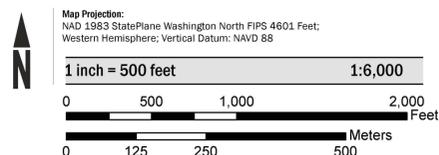
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**SCALE**



**PANEL LOCATOR**



**FEMA**

**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
**FLOOD INSURANCE RATE MAP**

**SNOHOMISH COUNTY, WASHINGTON**  
 AND INCORPORATED AREAS

**PANEL 1377 OF 1575**

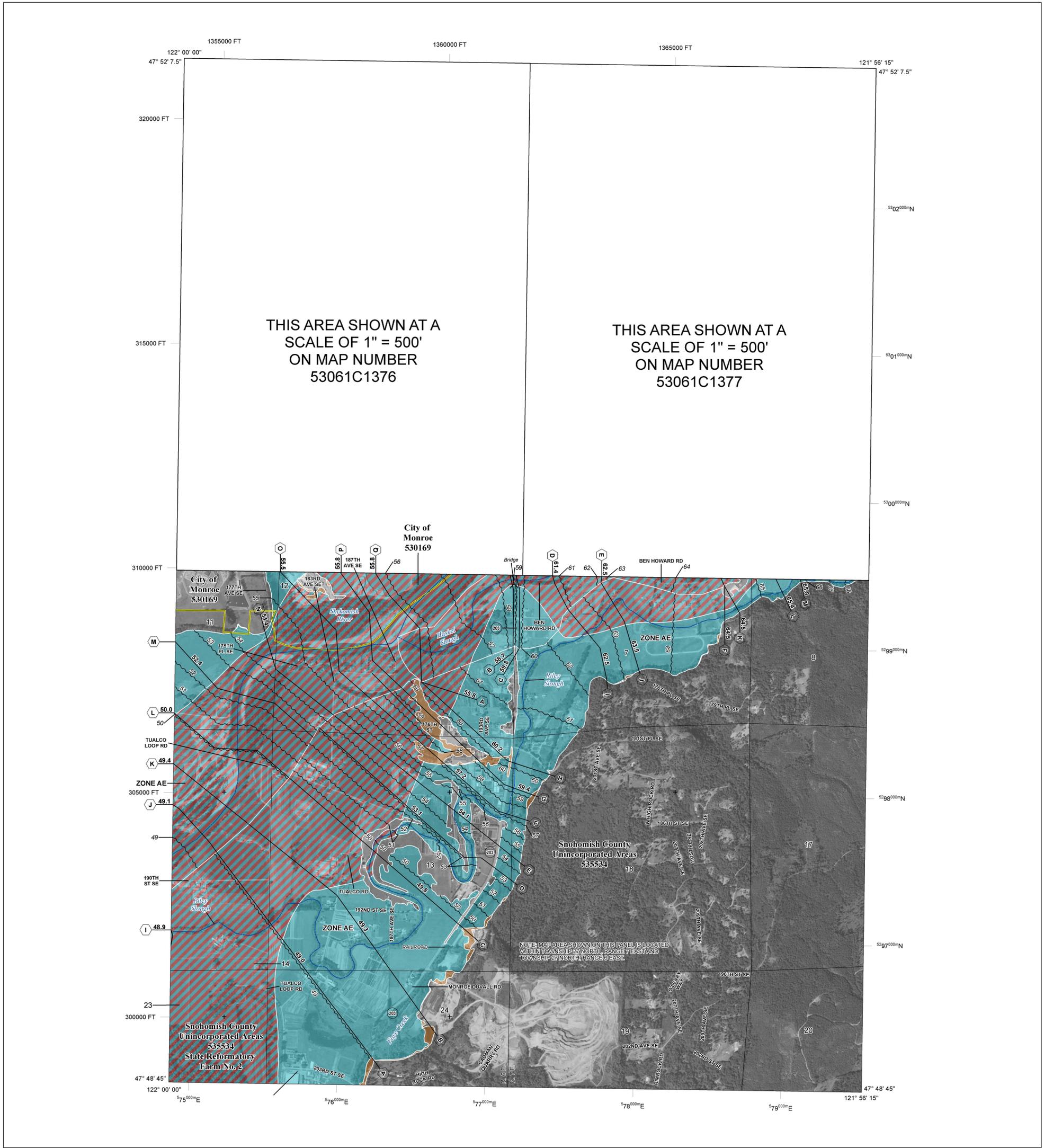
Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MONROE, CITY OF	530169	1377	F
SNOHOMISH COUNTY	535534	1377	F

VERSION NUMBER  
**2.3.2.1**

MAP NUMBER  
**53061C1377F**

MAP REVISED  
**JUNE 19, 2020**



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		Base Flood Elevation Line (BFE)
<b>OTHER FEATURES</b>		Limit of Study
		Jurisdiction Boundary

**NOTES TO USERS**

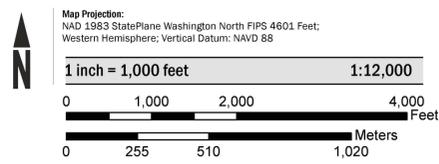
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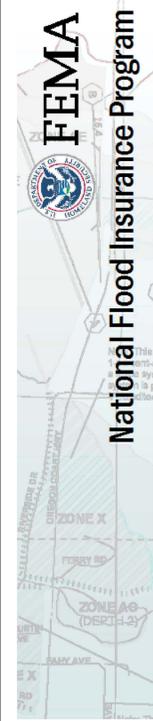
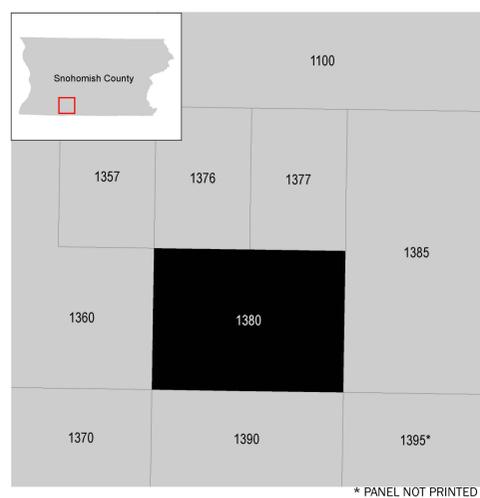
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**SCALE**



**PANEL LOCATOR**



**NATIONAL FLOOD INSURANCE PROGRAM  
FLOOD INSURANCE RATE MAP**

**SNOHOMISH COUNTY, WASHINGTON**  
AND INCORPORATED AREAS

PANEL 1380 OF 1575

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
MONROE, CITY OF SNOHOMISH COUNTY	530169 535534	1380 1380	F F

VERSION NUMBER  
2.3.2.1  
MAP NUMBER  
53061C1380F  
MAP REVISED  
JUNE 19, 2020



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

## SEPA ENVIRONMENTAL CHECKLIST

### ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

### ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

### ***Use of checklist for nonproject proposals:***

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

**A. BACKGROUND**

1. Name of proposed project, if applicable:  
**Amendments to Monroe Municipal Code (MMC) Chapter 14.01, Flood Hazard Area Regulations.**
2. Name of applicant:  
**City of Monroe**
3. Address and phone number of applicant and contact person:  
**Anita Marrero, Senior Planner  
806 West Main Street  
Monroe, WA 98272  
(360) 863-4513  
amarrero@monroewa.gov**
4. Date checklist prepared:  
**March 5, 2020**
5. Agency requesting checklist:  
**City of Monroe**
6. Proposed timing or schedule (including phasing, if applicable):  
**The proposal is for amendments to the City's existing development regulations. Code amendments require a public hearing before the Planning Commission and final approval by the City Council. The public hearing before the Planning Commission is tentatively scheduled to take place on March 23, 2020. The City Council's first reading of the ordinance is tentatively scheduled for April 14, 2020 with a final reading on April 28, 2020.**
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.  
**Not at this time.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
**This SEPA Checklist.**
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
**None at this time.**
10. List any government approvals or permits that will be needed for your proposal, if known.  
**The proposed code amendments will be considered by the Planning Commission, which forwards a recommendation to the City Council. The City Council is the final decision authority for code amendments in the City. Additional reviews will be conducted by the Department of Commerce and other state agencies that are required to consider amendments to development regulations.**
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description).

**The City of Monroe is proposing text amendments to Chapter 14.01 of the Monroe Municipal Code (MMC), Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA). The City is required to adopt both the updated Flood Insurance Rate Maps (FIRMs) and to update the flood damage prevention ordinance in order to remain in good standing with the National Flood Insurance Program (NFIP). This is a nonproject action.**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

**City-wide properties located in the special flood hazard areas. The City of Monroe is approximately 14 miles east of the City of Everett on US Route 2 and 22 miles north of the City of Seattle on State Route 522.**

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

- a. General description of the site:  
(circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_  
**The proposal is a nonproject action. This does not apply.**
- b. What is the steepest slope on the site (approximate percent slope)?  
**The proposal is a nonproject action. This does not apply.**
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.  
**The proposal is a nonproject action. This does not apply.**
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.  
**The proposal is a nonproject action. This does not apply.**
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.  
**The proposal is a nonproject action. This does not apply.**
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
**The proposal is a nonproject action. This does not apply.**
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?  
**The proposal is a nonproject action. This does not apply.**
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:  
**The proposal is a nonproject action. This does not apply.**

## 2. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.  
**The proposal is a nonproject action. This does not apply.**
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
**The proposal is a nonproject action. This does not apply.**
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
**The proposal is a nonproject action. This does not apply.**

## 3. Water

- a. Surface Water:
  - 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
**The proposal is a nonproject action. This does not apply.**
  - 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.  
**The proposal is a nonproject action. This does not apply.**
  - 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.  
**The proposal is a nonproject action. This does not apply.**
  - 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.  
**The proposal is a nonproject action. This does not apply.**
  - 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.  
**The proposal is a nonproject action. This does not apply.**
  - 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.  
**The proposal is a nonproject action. This does not apply.**
- b. Ground Water:
  - 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

**The proposal is a nonproject action. This does not apply.**

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

**The proposal is a nonproject action. This does not apply.**

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

**The proposal is a nonproject action. This does not apply.**

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

**The proposal is a nonproject action. This does not apply.**

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

**The proposal is a nonproject action. This does not apply.**

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

**The proposal is a nonproject action. This does not apply.**

**4. Plants**

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

**The proposal is a nonproject action. This does not apply.**

b. What kind and amount of vegetation will be removed or altered?

**The proposal is a nonproject action. This does not apply.**

c. List threatened and endangered species known to be on or near the site.

**The proposal is a nonproject action. This does not apply.**

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

**The proposal is a nonproject action. This does not apply.**

- e. List all noxious weeds and invasive species known to be on or near the site.

**The proposal is a nonproject action. This does not apply.**

## 5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other \_\_\_\_\_

**The proposal is a nonproject action. This does not apply.**

- b. List any threatened and endangered species known to be on or near the site.

**The proposal is a nonproject action. This does not apply.**

- c. Is the site part of a migration route? If so, explain.

**The proposal is a nonproject action. This does not apply.**

- d. Proposed measures to preserve or enhance wildlife, if any:

**The proposal is a nonproject action. This does not apply.**

- e. List any invasive animal species known to be on or near the site.

**The proposal is a nonproject action. This does not apply.**

## 6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

**The proposal is a nonproject action. This does not apply.**

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

**The proposal is a nonproject action. This does not apply.**

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

**The proposal is a nonproject action. This does not apply.**

## 7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

**The proposal is a nonproject action. This does not apply.**

- 1) Describe any known or possible contamination at the site from present or past uses.  
**The proposal is a nonproject action. This does not apply.**
- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.  
**The proposal is a nonproject action. This does not apply.**
- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.  
**The proposal is a nonproject action. This does not apply.**
- 4) Describe special emergency services that might be required.  
**The proposal is a nonproject action. This does not apply.**
- 5) Proposed measures to reduce or control environmental health hazards, if any:  
**The proposal is a nonproject action. This does not apply.**

- b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?  
**The proposal is a nonproject action. This does not apply.**
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.  
**The proposal is a nonproject action. This does not apply.**
- 3) Proposed measures to reduce or control noise impacts, if any:  
**The proposal is a nonproject action. This does not apply.**

## 8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.  
**The proposal is a nonproject action. This does not apply.**
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?  
**The proposal is a nonproject action. This does not apply.**

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

**The proposal is a nonproject action. This does not apply.**

- c. Describe any structures on the site.  
**The proposal is a nonproject action. This does not apply.**
- d. Will any structures be demolished? If so, what?  
**The proposal is a nonproject action. This does not apply.**
- e. What is the current zoning classification of the site?  
**The proposal is a nonproject action. This does not apply.**
- f. What is the current comprehensive plan designation of the site?  
**The proposal is a nonproject action. This does not apply.**
- g. If applicable, what is the current shoreline master program designation of the site?  
**The proposal is a nonproject action. This does not apply.**
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.  
**The proposal is a nonproject action. This does not apply.**
- i. Approximately how many people would reside or work in the completed project?  
**The proposal is a nonproject action. This does not apply.**
- j. Approximately how many people would the completed project displace?  
**The proposal is a nonproject action. This does not apply.**
- k. Proposed measures to avoid or reduce displacement impacts, if any:  
**The proposal is a nonproject action. This does not apply.**
- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
**The proposal is a nonproject action. This does not apply.**
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:  
**The proposal is a nonproject action. This does not apply.**

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.  
**The proposal is a nonproject action. This does not apply.**
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.  
**The proposal is a nonproject action. This does not apply.**

- c. Proposed measures to reduce or control housing impacts, if any:  
**The proposal is a nonproject action. This does not apply.**

## 10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?  
**The proposal is a nonproject action. This does not apply.**
- b. What views in the immediate vicinity would be altered or obstructed?  
**The proposal is a nonproject action. This does not apply.**
- c. Proposed measures to reduce or control aesthetic impacts, if any:  
**The proposal is a nonproject action. This does not apply.**

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?  
**The proposal is a nonproject action. This does not apply.**
- b. Could light or glare from the finished project be a safety hazard or interfere with views?  
**The proposal is a nonproject action. This does not apply.**
- c. What existing off-site sources of light or glare may affect your proposal?  
**The proposal is a nonproject action. This does not apply.**
- d. Proposed measures to reduce or control light and glare impacts, if any:  
**The proposal is a nonproject action. This does not apply.**

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?  
**The proposal is a nonproject action. This does not apply.**
- b. Would the proposed project displace any existing recreational uses? If so, describe.  
**The proposal is a nonproject action. This does not apply.**
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:  
**The proposal is a nonproject action. This does not apply.**

## 13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.  
**The proposal is a nonproject action. This does not apply.**
- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.  
**The proposal is a nonproject action. This does not apply.**
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.  
**The proposal is a nonproject action. This does not apply.**
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.  
**The proposal is a nonproject action. This does not apply.**

#### 14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.  
**The proposal is a nonproject action. This does not apply.**
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?  
**The proposal is a nonproject action. This does not apply.**
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?  
**The proposal is a nonproject action. This does not apply.**
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).  
**The proposal is a nonproject action. This does not apply.**
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.  
**The proposal is a nonproject action. This does not apply.**
- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?  
**The proposal is a nonproject action. This does not apply.**
- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.



1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

**The proposed code amendments are not anticipated to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.**

Proposed measures to avoid or reduce such increases are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

**The proposed code amendments are not anticipated to affect plants, animals, fish, or marine life.**

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

3. How would the proposal be likely to deplete energy or natural resources?

**The adoption of the proposed code amendments is not likely to deplete energy or natural resources.**

Proposed measures to protect or conserve energy and natural resources are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

**The adoption of the proposed code amendments is not anticipated to have an impact upon critical areas or other areas designated for special protection.**

Proposed measures to protect such resources or to avoid or reduce impacts are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

**The proposed code amendments will not affect land and shoreline use. The use is presently allowed within the City. Interpretation and application of existing code provisions will not change as a result of the proposed amendments. Therefore, incompatible uses are not anticipated.**

Proposed measures to avoid or reduce shoreline and land use impacts are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

**The proposal will not increase demands on public services and utilities or transportation.**

Proposed measures to reduce or respond to such demand(s) are:

**Since no impacts have been identified, no mitigation measures are proposed. Any impacts at the project level will follow applicable state, federal, and local law.**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

**Staff is not aware of any conflicts with state, local, or federal laws of the proposed text amendments. They are consistent with the Growth Management Act.**



## DETERMINATION OF NON-SIGNIFICANCE (DNS)

**File Number:** SEPA 2020-03 (associated with CA2020-01)

**Name of Proposal:** Amendments to Monroe Municipal Code (MMC) Chapter 14.01, Flood Hazard Area Regulations.

**Description of Proposal:** The City of Monroe is proposing text amendments to Chapter 14.01 of the Monroe Municipal Code (MMC), Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA). The City is required to adopt both the updated Flood Insurance Rate Maps (FIRMs) and to update the flood damage prevention ordinance in order to remain in good standing with the National Flood Insurance Program (NFIP).

**Proponent(s):** City of Monroe, 806 West Main Street, Monroe, WA 98272

**Location of Proposal:** City-wide properties located in the special flood hazard areas. The City of Monroe is approximately 14 miles east of the City of Everett on US Route 2 and 22 miles north of the City of Seattle on State Route 522.

**Lead Agency:** City of Monroe

**Threshold Determination:** The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) IS NOT required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public for review upon request at Monroe City Hall, 806 West Main Street, Monroe, WA 98272 between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below.

**Responsible Official:** Ben Swanson, Community Development Director  
SEPA Responsible Official  
(360) 863-4544  
Monroe City Hall  
806 West Main Street  
Monroe, WA 98272  
[bswanson@monroewa.gov](mailto:bswanson@monroewa.gov)

**Date:** 3/5/2020

**Signature:** 

**Date of Issuance:** March 7, 2020

**Deadline for Submitting Comments:** No later than 5:00 p.m. on March 21, 2020

**Appeals:** You may appeal this determination to the City of Monroe Hearing Examiner at Monroe City Hall, which is located at 806 West Main Street, Monroe, WA 98272, no later than **5:00 p.m. on March 21, 2020**. You should be prepared to make specific factual objections; and you shall set forth the specific reason, rationale, and/or basis for the appeal. Appeals must be made in person on City appeal forms, which are available through the Community Development Department at Monroe City Hall. Appeals must be filed in original form in accordance with MMC Chapter 22.84. Payment of the appeal fee, as specified in the city's fee resolution, shall occur at the time the appeal is filed. Please contact Kim Shaw, Land Use Permit Supervisor, by email at [kshaw@monroewa.gov](mailto:kshaw@monroewa.gov) or by phone at (360) 863-4532 to read or ask about the procedures for SEPA appeals.

**Staff Contact:** Questions about the proposal may be directed to Anita Marrero, Senior Planner, at [amarrero@monroewa.gov](mailto:amarrero@monroewa.gov) or (360) 863-4513.



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

03/09/2020

Ms. Anita Marrero  
Senior Planner  
City of Monroe  
806 W Main Street  
Monroe, WA 98272

Sent Via Electronic Mail

Re: City of Monroe--2020-S-1273--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Ms. Marrero:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

**Proposed text amendments to Chapter 14.01 of the Monroe Municipal Code (MMC), Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA).**

We received your submittal on 03/05/2020 and processed it with the Submittal ID 2020-S-1273. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/04/2020.

You requested expedited review under [RCW 36.70A.106\(3\)\(b\)](#). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Michelle Whitfield, (360) 725-3053.

Sincerely,

Review Team  
Growth Management Services



**CITY OF MONROE**  
**FINDINGS OF FACT AND CONCLUSIONS OF LAW**  
**Planning Commission Recommendation**

**A. GENERAL APPLICATION INFORMATION**

<b>File Number(s):</b>	CA2020-01 (associated with SEPA2020-03)
<b>Project Summary:</b>	Proposed amendments to Chapter 14.01 MMC, Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA).
<b>Applicant:</b>	City of Monroe
<b>Location:</b>	City-wide properties located in the special flood hazard areas. The City of Monroe is approximately 14 miles east of the City of Everett on US Route 2 and 22 miles north of the City of Seattle on State Route 522.
<b>Public Hearing Date and Location:</b>	<b>Monday, April 27, 2020, at 7:00 PM</b> via Zoom Virtual Meeting Platform
<b>Staff Contact:</b>	Anita Marrero, Senior Planner City of Monroe 806 West Main Street Monroe, WA 98272 (360) 863-4513 amarrero@monroewa.gov

**B. BACKGROUND AND DESCRIPTION OF PROPOSAL**

The City of Monroe is proposing text amendments to Chapter 14.01 of the Monroe Municipal Code (MMC), Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA). The City is required to adopt both the updated Flood Insurance Rate Maps (FIRMs) and to update the flood damage prevention ordinance in order to remain in good standing with the National Flood Insurance Program (NFIP). This is a nonproject action.

**C. REVIEW PROCESS**

**1. Overview**

MMC Table 22.84.060(B)(1): Project Permit Types, designates code amendments as Type IV project permits. Type IV permits require that the Planning Commission review the proposal and make a recommendation to the final decision authority, which is the City Council. The City is proposing amendments to Chapter 14.01 MMC, Flood Hazard Area Regulations, as required by the Federal Emergency Management Agency (FEMA). Therefore, a Planning Commission public hearing and recommendation to the City Council is required. The required public hearing in front of the Planning Commission was held on April 27, 2020.

Following the close of the public hearing, the Planning Commission will forward a recommendation to the City Council. According to MMC 22.84.030(D)(2), the Planning Commission shall make a written recommendation to the City Council regarding Type IV actions

Following the close of the public hearing, the Planning Commission will forward a recommendation to the City Council. According to MMC 22.84.030(D)(2), the Planning Commission shall make a written recommendation to the City Council regarding Type IV actions at the close of their final public hearing or at their next scheduled meeting. The written recommendation to the City Council shall be one of the following:

- a. Recommendation for additional time and/or resources on the application;
- b. Recommendation of approval of the legislative action;
- c. Recommendation of approval of the legislative action with modifications; or
- d. Recommendation of denial of the legislative action.

No earlier than May 12, 2020, the City Council will hold a first reading to consider the Commission's recommendation. Per MMC Table 22.84.060(B)(2), Decision-Making and Appeal Authorities, the City Council is the City's final decision authority on the proposed code amendments. The decision may be appealed subject to the judicial appeal provisions in MMC 22.84.080(D), Judicial Appeals.

## 2. Public Notification and Comments

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- a. **Department of Commerce:** The proposed amendments were transmitted to the Washington State Department of Commerce for state agency review, in accordance with RCW 36.70A.106, on March 9, 2020. Expedited review (14 days rather than 60 days) was requested.
- b. **Notice of Public Hearing:** Notice of Public Hearing was provided in accordance with MMC 22.84.050(C) by posting the notice at City Hall and the Monroe Library, and publishing the notice in the Everett Daily Herald on April 17, 2020.

## 3. State Environmental Policy Act (SEPA) Review

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Pursuant to WAC 197-11-704, the proposal is classified as a nonproject action under the State Environmental Policy Act. Nonproject actions involve "decisions on policies, plans, or programs," which includes the adoption of zoning ordinances [WAC 197-11-704(b)(ii)]. A SEPA Determination of Non-Significance (DNS) was issued on the proposed code amendments on March 7, 2020. The public comment and appeal periods for the DNS ended at 5:00 PM on March 21, 2020. No comments or appeals were received.

## 4. Public Hearing

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The public hearing on this matter was held in front of the Planning Commission on April 27, 2020 at 7:00 PM via Zoom Virtual Meeting Platform. No written comments were received prior to the public hearing.

## D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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Pursuant to MMC 22.72.040(E), Decision Criteria, an amendment to the unified development regulations shall not be granted unless the applicant demonstrates that all of the following criteria are met:

1. The proposed amendment to the development regulations is consistent with the policies and provisions of the Monroe comprehensive plan;
2. The amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this Title;
3. The subject property is suitable for development in conformance with the development regulations applicable under the proposed zoning district;
4. The proposed amendment advances the public interest of the community;
5. The amendment does not adversely affect public health, safety, or welfare; and

6. The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.
7. In addition to those criteria in MMC 22.72.040(E)(1-6), amendments to the official zoning map (rezones) shall also meet all of the following criteria:
  - a. The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;
  - b. The amendment is compatible with the uses and zoning of the adjacent properties;
  - c. The proposed reclassification does not constitute a "spot" zone;
  - d. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;
  - e. The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or, the unmitigated impacts are acceptable; and
  - f. The proposed reclassification is an extension of an existing zone, or a logical transition between zones.

The following **Findings of Fact** have been made about the proposed code amendments, and the resulting **Conclusions of Law** were established from the Findings of Fact:

**1. The proposed amendment to the development regulations is consistent with the policies and provisions of the Monroe comprehensive plan.**

- a. **Findings of Fact:** The adopted 2015 – 2035 Monroe Comprehensive Plan contains applicable goals and policies, as shown below.

Policy/Action Item Number	Policy/Action Item Text
P.010	Manage land use development to reduce downstream urban flooding.
P.011	Require special site plan review of proposed development in geological and flood hazard areas. Evaluate alternative development options where determined necessary.
P.021	Participate in the National Flood Insurance Program Community Rating System.
P.042	Consider flood control strategies that preserve full function and do not negatively impact adjacent properties when evaluating development proposals.

- b. **Conclusions of Law:** The Planning Commission concludes the proposed amendment to the development regulations is consistent with policies and provisions of the Monroe comprehensive plan.

**2. The amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this Title.**

- a. **Findings of Fact:** The proposed amendments would modify the flood hazard area regulations to meet the minimum federal and state regulation requirements that must be contained in local flood regulations. Section 1612.4 of the 2015 International Building Code (IBC) and Section 1612.2 of the 2018 International Building Code incorporate the design and construction standards of ASCE 24 published by the American Society of Civil Engineers. ASCE 24-14 tables 1-1, 2-1, 4-1, and 6-1 contain specific building elevation requirements which exceed minimum NFIP standards.
- b. **Conclusions of Law:** The Planning Commission concludes the amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this Title.

**3. The subject property is suitable for development in conformance with the development regulations applicable under the proposed zoning district.**

- a. **Findings of Fact:** The proposal is not site-specific. This criterion does not apply.

- b. **Conclusions of Law:** The proposal is not site-specific. This criterion does not apply.
4. **The proposed amendment advances the public interest of the community.**
- a. **Findings of Fact:** The proposed amendments would advance the public interest of the community by allowing the City to remain in good standing with the National Flood Insurance Program (NFIP). The City's participation in the NFIP program allows the City, property owners, businesses, and renters in flood-prone areas to obtain insurance and disaster assistance.
- b. **Conclusions of Law:** The Planning Commission concludes the proposed amendment advances the public interest of the community.
5. **The amendment does not adversely affect public health, safety, or welfare.**
- a. **Findings of Fact:** The proposed amendments incorporate required changes as mandated by FEMA. The implementation of the NFIP is of paramount importance to ensure that the safety and welfare of the residents of Monroe and their properties are protected. It is the purpose of this chapter to promote the public health, safety, and general welfare, and to minimize the public and private losses due to flood conditions in specific areas by participating in and maintaining eligibility for flood insurance and disaster relief.
- b. **Conclusions of Law:** The Planning Commission concludes the amendment does not adversely affect public health, safety, or welfare.
6. **The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.**
- a. **Findings of Fact:** The proposal to amend MMC 14.01 is warranted because of changed circumstances. On December 19, 2019, the Federal Emergency Management Agency (FEMA) sent the City correspondence relating to the new Snohomish countywide Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRMs) that will become effective for the City of Monroe on June 19, 2020. The City is required to adopt both the updated FIRMs and to update the flood damage prevention ordinance, within six (6) months of the issuance of the Letter of Final Determination, in order to remain in good standing with the NFIP.
- b. **Conclusions of Law:** The Planning Commission concludes the amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.
7. **In addition to those criteria in MMC 22.72.040(E)(1-6), amendments to the official zoning map (rezones) shall also meet all of the following criteria:**
- a. *The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;*
- b. *The amendment is compatible with the uses and zoning of the adjacent properties;*
- c. *The proposed reclassification does not constitute a "spot" zone;*
- d. *Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;*
- e. *The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or, the unmitigated impacts are acceptable; and*
- f. *The proposed reclassification is an extension of an existing zone, or a logical transition between zones.*
- i. **Findings of Fact:** The proposal does not include an amendment to the official zoning map. This criterion does not apply.
- ii. **Conclusions of Law:** The proposal does not include an amendment to the official

zoning map. This criterion does not apply.

**E. PLANNING COMMISSION RECOMMENDATION**

---

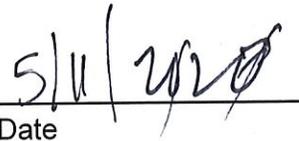
Based on the analysis and findings included herein, the Planning Commission recommends the following:

Move that the Planning Commission **ADOPT** these Findings of Fact and Conclusions of Law, **AUTHORIZE** the Planning Commission Chair to sign the Findings on behalf of the Commission, and recommend that the Monroe City Council **APPROVE** the proposed amendments to Chapter 14.01 MMC, Flood Hazard Area Regulations.



---

Bridgette Tuttle, Planning Commission Chair



---

Date



# Floodplain Regulations

PROPOSED AMENDMENTS TO CHAPTER 14.01 MMC, FLOOD HAZARD AREA REGULATIONS AND ADOPTION OF FEMA FLOOD INSURANCE RATE MAPS

CITY OF MONROE  
PLANNING COMMISSION  
PUBLIC HEARING  
APRIL 27, 2020 7:00 PM

# City of Monroe



## Floodplains & Shoreline Boundary

### BOUNDARIES

- Urban Growth Area
- Monroe City Limits
- Shoreline Boundary

### Flood Zones

- 100 Yr. Zone A and AE (1999)
- 100 Yr., Zone AE (2005)
- 500 Yr., Shaded Zone X (1999)
- Shaded Zone X (2005) - areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 sq mi; and areas protected by levees from 1% annual chance flood.

#### Notes:

- 1) The City of Monroe adopted the 2005 FIRM maps for Panel 1357 of 1575 and the 1999 FIRM maps for Panel 1377 of 1575 resulting in the mapping illustrated herein.
- 2) The locations depicted are approximate boundaries for critical areas within the city limits. This map provides only approximate boundaries of known features and is not a substitute for more detailed maps and/or studies to identify the exact locations of known features or additional critical area features not illustrated on the map.
- 3) The points where streams change classification are approximate and subject to confirmation and refinement.
- 4) Classifications are subject to refinement based upon on additional or updated fish use and seasonality of water flow information.



Map data shown is the property of the sources listed below. Inaccuracies may exist, and the City of Monroe implies no warranties or guarantees regarding any aspect of data depiction. This map is not an actual survey of individually noted critical areas. Streams have been categorized using the water typing system defined in Monroe Municipal Code Chapter 20.05 (equivalent to WAC 222-16-0311). Wetlands were classified using the Washington Department of Ecology's Washington State Wetland Rating system for Western Washington. Wetland size, shape and location are approximate based on a reconnaissance level evaluation. The City of Monroe and the Urban Growth Area may contain additional critical areas not identified on this map. Therefore this map is to be used for reference purposes only.

Source: FEMA's DFIRM Database, Snohomish County, Washington and Unincorporated Areas, 2005.

Project: Floodplain and Shoreline 11x17  
 Location: Y:\GIS\Departments\CD\Comprehensive Plan\Comp Plan 2013\For\_Commerce  
 Revised: 10-08-13  
 Author: M. Sartorius

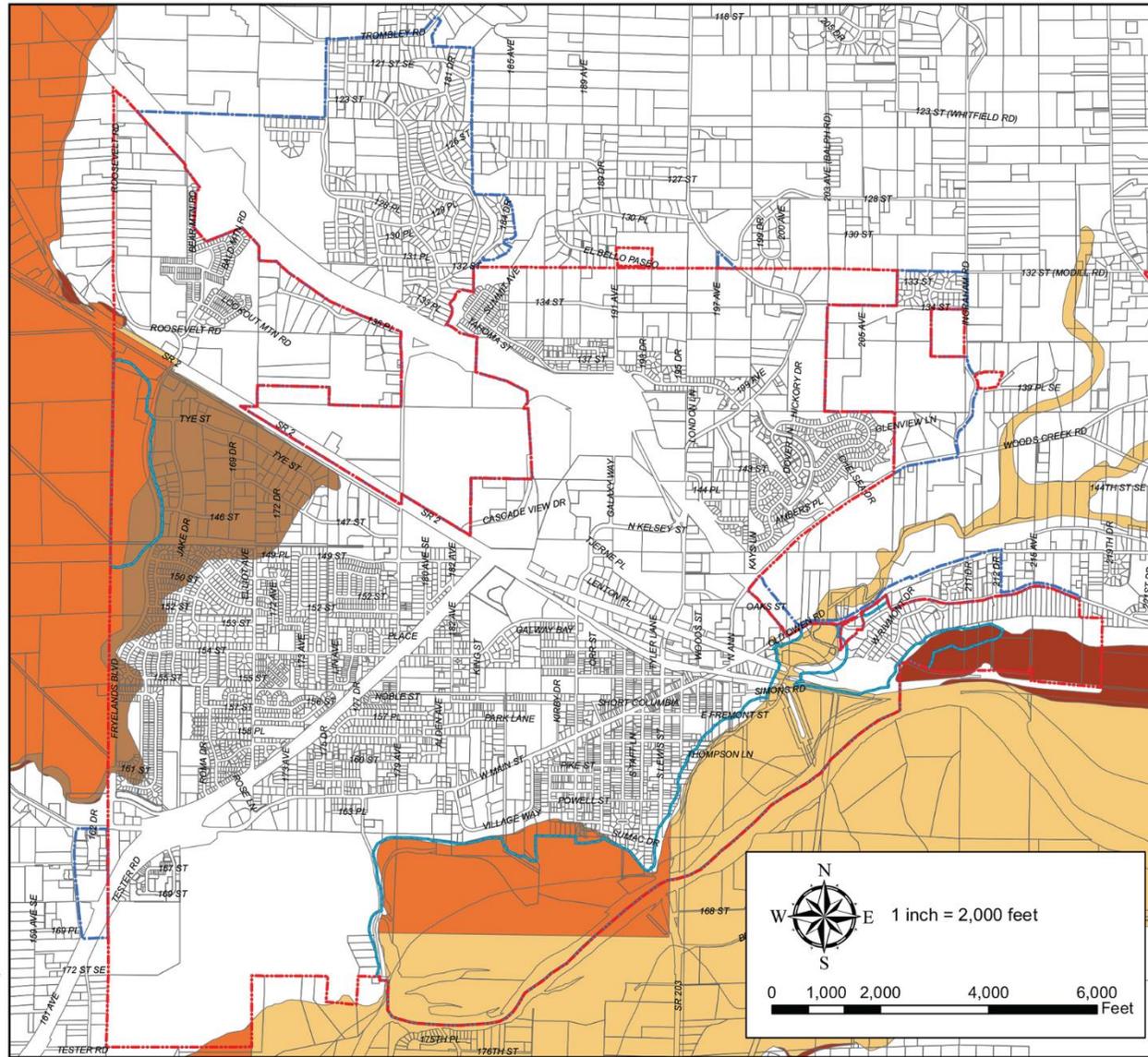


Figure 9.10 - Monroe's Floodplains & Shoreline Boundary map. (Image source: City of Monroe, 2013 Comprehensive Plan)

# Introduction

- ▶ Floodplain regulations affects properties located in the Special Flood Hazard Areas.
- ▶ Beneficial to communities because they naturally store and convey floodwaters.
- ▶ The City is required to adopt both the updated FIRMs and to update the flood damage prevention ordinance in order to remain in good standing with the National Flood Insurance Program (NFIP).
- ▶ The deadline is June 19, 2020.
- ▶ FEMA does not have the authority to postpone the effective dates of the maps.

# Background

- ▶ The NFIP is a national program that offers affordable flood insurance and disaster assistance in flood-prone areas.
- ▶ Monroe has been a NFIP community since 1987.
- ▶ Monroe is a Class 5 rating in the Community Rating System (CRS) and has been a participant since 1991.
- ▶ A Class 5 rating allows a 25 percent discount on every FEMA flood insurance policy sold in the City.

# Flood Insurance Rate Maps (FIRMs)

- ▶ FIRMs are the official maps on which FEMA has delineated SFHA's and risk zones.
- ▶ Minor changes to the updated maps.
- ▶ City is responsible for maintaining the paper maps and are available for viewing by the public.
- ▶ Digital maps can be found at <http://msc.fema.gov>.



# Code Changes

- ▶ Additional provision to the “Statement of purpose” section.
- ▶ Adding language adopting the FIS and FIRMs.
- ▶ Adding a compliance section.
- ▶ Definition section – revisions and additions.
- ▶ Minor changes to SFHA development permit section, revised required information.
- ▶ Minor changes to floodplain manager duties and responsibilities.
- ▶ Minor changes to general standards.
- ▶ Rewrite of the “Severability” section.

# Public Comments

- ▶ No public comments were received.

# Recommended Action

- ▶ Move to **DIRECT** staff to draft Findings of Fact and Conclusions of Law for the Planning Commission that **RECOMMEND** that the Monroe City Council **APPROVE** the proposed amendments to Chapter 14.01 MMC, Flood Hazard Area Regulations.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-076

<b>SUBJECT:</b>	<b>Approve Purchase and Authorize the Mayor to Sign Right-of-Way Deed, Easements, and Associated Documentation of Parcel 17, for Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path)</b>
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
6/9/2020	Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda Item #8

**Discussion:** 12/11/2012; 02/18/2014; 07/18/2017; 01/16/2018; 05/14/2019; 8/13/19; 10/8/19; 10/22/19; 11/12/19; 12/10/19; 2/11/2020; 6/9/2020

- Attachments:**
1. Parcel 17, Burch (formerly Seattle Asbestos), Six (6) documents as follows: Right-of-Way Dedication Deed, Slope Easement, Temporary Construction Easement, Two (2) Real Estate Excise Tax Affidavits, and Real Property Voucher.
  2. Vicinity Map

**REQUESTED ACTION:** Move to approve the purchase of Parcel 17; authorize the Mayor to sign the right-of-way deed, easements, and associated documentation for the Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path) Project; and expressly authorize further minor revisions as deemed necessary or appropriate.

### POLICY CONSIDERATIONS

*The City of Monroe ROW Procedures Policy must comply with applicable Federal regulations (49 CFR Part 24), State law (Ch. 8.26 RCW) and State regulations (Ch. 468-100 WAC). The City of Monroe, ROW Procedures and Policy, 'Administrative Settlement Policy' section requires that 'all final settlements involving City funds must first be approved by the City Council.'*

### DESCRIPTION/BACKGROUND

The Chain Lake Road Phase 2a project proposes to provide a ten foot wide concrete pedestrian and bicycle trail on the west side of Chain Lake Road, from the existing trail terminus north of Rainier View Road to the proposed Gilmartin Plat near Brown Road. The project would include preparation of design documents, purchase of necessary right-of-way (ROW) from several adjacent parcels, and eventual construction of the trail. Once complete, this project will significantly improve pedestrian and bicyclist access and safety along this stretch of the road.

On January 16, 2018, Universal Field Services (UFS) was selected to negotiate and process ROW offers and obtain WSDOT ROW Certification for the City. The City is required to complete the purchase as expediently as possible, 49 CFR 24.102a. There are a total of nineteen parcels. This acquisition is for Parcel 17. This parcel was previously approved for purchase as the Seattle Asbestos property, however the property changed hands before the purchase could be finalized. The new owners have requested an additional \$2,000 and staff feels this request is reasonable.

Fourteen other properties (Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, and 16) were previously authorized for purchase. The remaining 4 parcels are still being negotiated.

ROW Status:

<u>Parcel</u>	<u>Status</u>
Parcel 1	No Purchase - Pending Plat will dedicate right-of-way
Parcel 2	Purchase Completed.
Parcel 3	Purchase Completed.
Parcel 4	Purchase Completed.
Parcel 5	Purchase Completed.
Parcel 6	Purchase Completed
Parcel 7	Purchase Completed.
Parcel 8	Purchase Completed.
Parcel 9	Purchase Completed.
Parcel 10	Purchase Completed.
Parcel 11	Purchase Completed
Parcel 12	Under negotiation
Parcel 13	Purchase Completed
Parcel 14	Purchase Completed
Parcel 15	Purchase Completed
Parcel 16	Purchase Completed
Parcel 17	Authorization this Agenda Bill
Parcel 18	Under negotiation
Parcel 19	Under negotiation
Parcel 20	Under negotiation

**FISCAL IMPACTS**

Parcel 17 partial acquisition is for \$73,400. It was expected that all right-of-way acquisitions would have been completed in 2019. However, due to the nature of property acquisitions (e.g., negotiations, clearing title) several purchases have been delayed into 2020. These right-of-way challenges have subsequently delayed the construction phase. The project was slated for construction this year with a budget of \$3,241,350, but it is now pushed to 2021.

The table below identifies the project costing by year and phase. The years 2020 and 2021 represent both experienced and anticipated costs based on latest estimates for construction and negotiated right-of-way:

YEAR	PE	RW	CN	TOTAL
2018	\$ 202,628	\$ 47,620	\$ -	\$ 250,248
2019	\$ 84,993	\$ 330,287	\$ -	\$ 415,280
2020	\$ 5,544	\$ 564,087	\$ -	\$ 569,631
2021	\$ -	\$ -	\$ 2,286,100	\$ 2,286,100
Less Grants	\$ (96,534)	\$ (488,725)	\$ (1,845,692)	\$ (2,430,951)
Net 318 Expense	\$ 196,631	\$ 453,269	\$ 440,408	\$ 1,090,308

Two grants were awarded by the Puget Sound Regional Council (PSRC). The first grant helps fund design (PE) and the purchase of right-of-way (RW) for the project. The PE/RW grant amount is \$585,259. PSRC also awarded to the City a \$1,515,692 grant and a \$330,000 supplement to partially fund the construction (CN) phase of the pedestrian/bicycle path. Both grants and supplement were previously accepted through Council action.

**TIME CONSTRAINTS**

49 CFR 24.102a requires that ROW acquisition occur as expediently as possible.

**ALTERNATIVES TO REQUESTED ACTION**

Do not approve/authorize and risk loss of grant funds.

**REAL ESTATE EXCISE TAX AFFIDAVIT**

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

SELLER GRANTOR	1 Name <u>John &amp; Shelley Burch, as husband and wife</u>	BUYER GRANTEE	2 Name <u>City of Monroe, a Washington municipal corporation</u>
	Mailing Address <u>P.O. Box 267</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Twisp, WA 267</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(360) 794-7400</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property		List assessed value(s)
Name _____	PTN of 280731-002-029-00 <input type="checkbox"/>	\$552,400	
Mailing Address _____	<u>Tax Code Area: 00530</u> <input type="checkbox"/>		
City/State/Zip _____	<input type="checkbox"/>		
Phone No. (including area code) _____	<input type="checkbox"/>		

4 Street address of property: 13802 Chain Lake Road

This property is located in Monroe

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
see Exhibit "A"

5 Select Land Use Code(s):  
45 - Highway and street right of way  
enter any additional codes: 111 Single Fam. Res.  
(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES  NO

6

Is this property designated as forest land per chapter 84.33 RCW?  YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
DEPUTY ASSESSOR

\_\_\_\_\_  
DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

\_\_\_\_\_  
PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.  
None

If claiming an exemption, list WAC number and reason for exemption:  
WAC No. (Section/Subsection) \_\_\_\_\_  
Reason for exemption \_\_\_\_\_

Type of Document ROW Dedication Deed

Date of Document \_\_\_\_\_

Gross Selling Price \$	54,645.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	54,645.00
Excise Tax : State \$	699.46
<b>0.0050</b> Local \$	273.23
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	972.69
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	982.69

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent John Burch

Name (print) John Burch

Date & city of signing: April 29, 2020

Signature of Grantee or Grantee's Agent \_\_\_\_\_

Name (print) \_\_\_\_\_

Date & city of signing: \_\_\_\_\_

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT A

Parcel 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH  $00^{\circ}57'33''$  ALONG WEST LINE OF SAID SUBDIVISION A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH  $87^{\circ}51'40''$  EAST 543.12 FEET TO A POINT ON WEST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 406.10 FEET TO A POINT 388.88 FEET AS MEASURED ALONG THE COUNTY ROAD FROM THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, SNOHOMISH COUNTY SHORT PLAT 303(6-78), RECORDED UNDER RECORDING NUMBER 7809080289, IN SNOHOMISH COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT OF WAY

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH  $54^{\circ}24'18''$  WEST, HAVING A RADIUS OF 553.70 FEET AND A CENTRAL ANGLE OF  $03^{\circ}49'16''$ , AN ARC DISTANCE OF 36.93 FEET; THENCE SOUTH  $39^{\circ}24'58''$  WEST, A DISTANCE OF 410.55 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH  $35^{\circ}14'29''$  WEST ALONG SAID SOUTH LINE, A DISTANCE OF 26.04 FEET; THENCE NORTH  $39^{\circ}24'58''$  EAST, A DISTANCE OF 402.95 FEET TO A TANGENT CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 529.00 FEET AND A CENTRAL ANGLE OF  $02^{\circ}11'56''$ , AN ARC DISTANCE OF 20.30 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH  $86^{\circ}06'05''$  EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,929 SQUARE FEET +/-



**After recording return to:**  
**City Clerk**  
**City of Monroe**  
**806 W. Main Street**  
**Monroe, WA 98272**

**Document Title**

Right-of-Way Dedication Deed

**Reference Number of Related Documents - NA**

**Grantors (Last, First and Middle Initial)**

John Burch

Shelley Burch

**Grantee (Last, First and Middle Initial)**

City of Monroe

**Legal Description (abbreviated form; i.e., lot, plat or section,. township, range, quarter/quarter)**

Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE 1/4 NW 1/4

**Assessor's Property Tax Parcel/Account Number at the Time of Recording**

280731-002-029-00

**RIGHT-OF-WAY DEDICATION DEED**

The Grantors, JOHN BURCH and SHELLEY BURCH, as husband and wife, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration, hereby conveys, grants and dedicates to the CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, a public right-of-way easement, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, to be used for all lawful right-of-way purposes, surface and subsurface, including without limitation the construction, installation, operation, maintenance and repair of streets, sidewalks, plantings, right-of-way beautification improvements, utilities, stormwater conveyance, retention and/or treatment facilities, signalization, signage, and such other appropriate municipal right-of-way uses from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands:

**See Exhibit A for right-of-way legal description and Exhibit B for right-of-way depiction, said exhibits attached hereto and incorporated herein by reference as if set forth in full.**

The Grantor hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

The Grantor warrants that it has all right, title and authority to make such conveyance, grant and dedication.

DATED this 29 day of April, 2020.

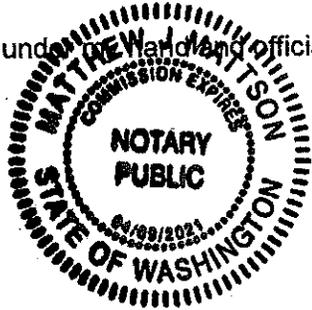
By: John Burch  
JOHN BURCH

By: Shelley Burch  
SHELLEY BURCH

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Snohomish )

On this 29<sup>th</sup> day of APRIL, 2020 before me personally appeared John Burch & Shelley Burch to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]  
Name: MATTHEW MATTSON  
Notary Public in and for the State of Washington,  
residing at KENMORE, WA  
My commission expires 04-09-21

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF MONROE

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Elizabeth Smoot, City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A

Parcel 17

Tax Account No.: 28073100202900

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COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
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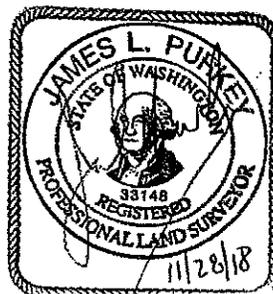
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT OF WAY

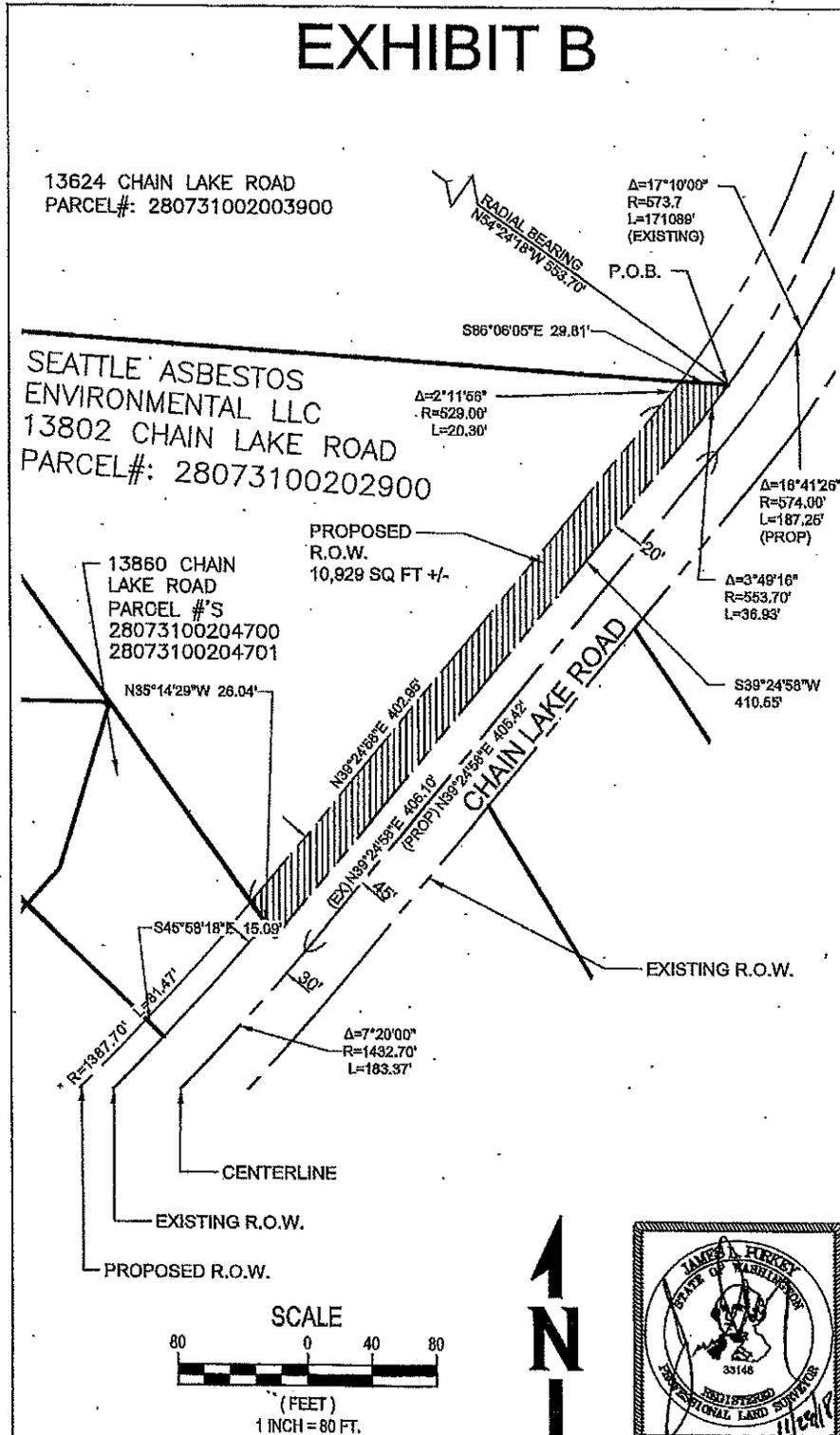
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CONTAINING 10,929 SQUARE FEET +/-



# EXHIBIT B



<b>EXHIBIT B</b> <b>R.O.W.</b> CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO P0021317W EXHIBIT B 1"=80'	SHEET INFO DRAWN: J.M. CHECKED: J.P. LAST EDIT: 8/6/2018 PLOT DATE: 8/6/2018	 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011

AFTER RECORDING MAIL TO:

City of Monroe  
806 West Main Street  
Monroe, WA 98272

### **SLOPE EASEMENT**

*Grantors: John Burch & Shelley Burch*

*Grantee: City of Monroe*

*Abbreviated Legal: Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH  
County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE ¼  
NW 1/4*

*Tax Parcel No.: 280731-002-029-00*

*City of Monroe / Chain Lake Road Phase 2a Project*

*Project Parcel #17*

THE GRANTORS, John Burch and Shelley Burch, as husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby grants and conveys to the City of Monroe, a Washington municipal corporation, for the use of the public, an easement and privilege to construct and maintain cuts and/or fills for slopes occasioned by the original grading and reestablishment of grades for street purposes along, across, and upon the following described real property situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with the right to enter upon said premises at any time with all necessary men, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same, to wit:

#### **PER EXHIBIT A AND AS DEPICTED IN EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE**

It is understood and agreed that, in the event the Grantor, or assigns, shall excavate and/or place an embankment upon the area covered by this slope easement to the level of the grade abutting thereon, all rights of the grantee herein shall cease and terminate.

The lands herein described contain an area of 4,187 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the City Engineer in Monroe, Washington, and entitled the Chain Lake Road Phase 2a Project.



EXHIBIT A

Parcel 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°57'33" ALONG WEST LINE OF SAID SUBDIVISION A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°51'40" EAST 543.12 FEET TO A POINT ON WEST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 406.10 FEET TO A POINT 388.88 FEET AS MEASURED ALONG THE COUNTY ROAD FROM THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, SNOHOMISH COUNTY SHORT PLAT 303(6-78), RECORDED UNDER RECORDING NUMBER 7809080289, IN SNOHOMISH COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SLOPE EASEMENT

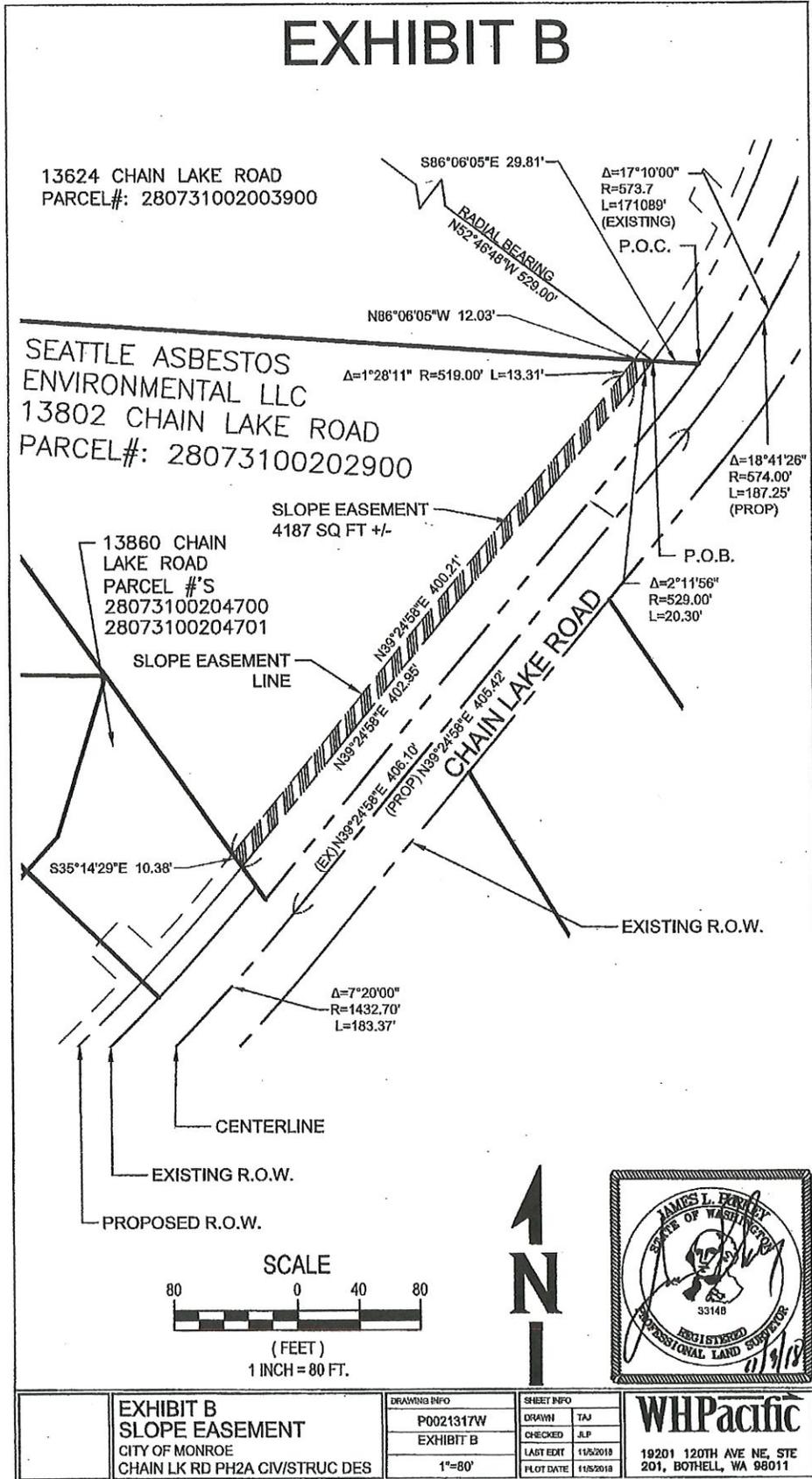
A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 86° 06' 05" WEST ALONG THE NORTH LINE OF SAID PARCEL, DISTANCE OF 29.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 52° 46' 58" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 529.00 FEET AND A CENTRAL ANGLE OF 02° 11' 56", AN ARC DISTANCE OF 20.30 FEET; THENCE SOUTH 39° 24' 58" WEST, A DISTANCE OF 402.95 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 35° 14' 29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.38 FEET; THENCE NORTH 39° 24' 58" EAST, A DISTANCE OF 400.21 FEET TO A TANGENT CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 519.00 FEET AND A CENTRAL ANGLE OF 01° 28' 11", AN ARC DISTANCE OF 13.31 FEET MORE OF LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 86° 06' 05" EAST ALONG SAID NORTH LINE, A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,187 SQUARE FEET +/-



# EXHIBIT B



<b>EXHIBIT B</b> <b>SLOPE EASEMENT</b> CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO P0021317W EXHIBIT B 1"=80'	SHEET INFO DRAWN TAJ CHECKED JLP LAST EDIT 11/5/2018 PLOT DATE 11/5/2018	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011

## TEMPORARY CONSTRUCTION EASEMENT

Grantor: John Burch & Shelley Burch

Grantee: City of Monroe

Abbreviated Legal: Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE Qtr NW Qtr

Tax Parcel No.: 280731-002-029-00

City of Monroe / Chain Lake Road Phase 2a Project  
Project Parcel #17

THIS INSTRUMENT is made this 29<sup>th</sup> day of April, 2020, by and between John Burch and Shelley Burch, as husband and wife, hereinafter called the "Grantor", and the City of Monroe, a Washington municipal corporation, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, for access over, through, across and upon the following described real estate (the "Easement Area") situated in the County of Snohomish, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

### AS DEPICTED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee

## TEMPORARY CONSTRUCTION EASEMENT

does hereby agree to indemnify and hold harmless the Grantor against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is 12 months (the "Term"). The Term shall remain in force until **no later September 30, 2020**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.



TEMPORARY CONSTRUCTION EASEMENT

**Accepted by the City of Monroe**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

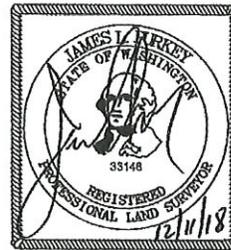
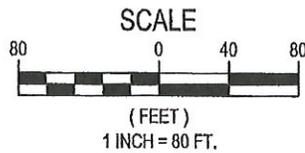
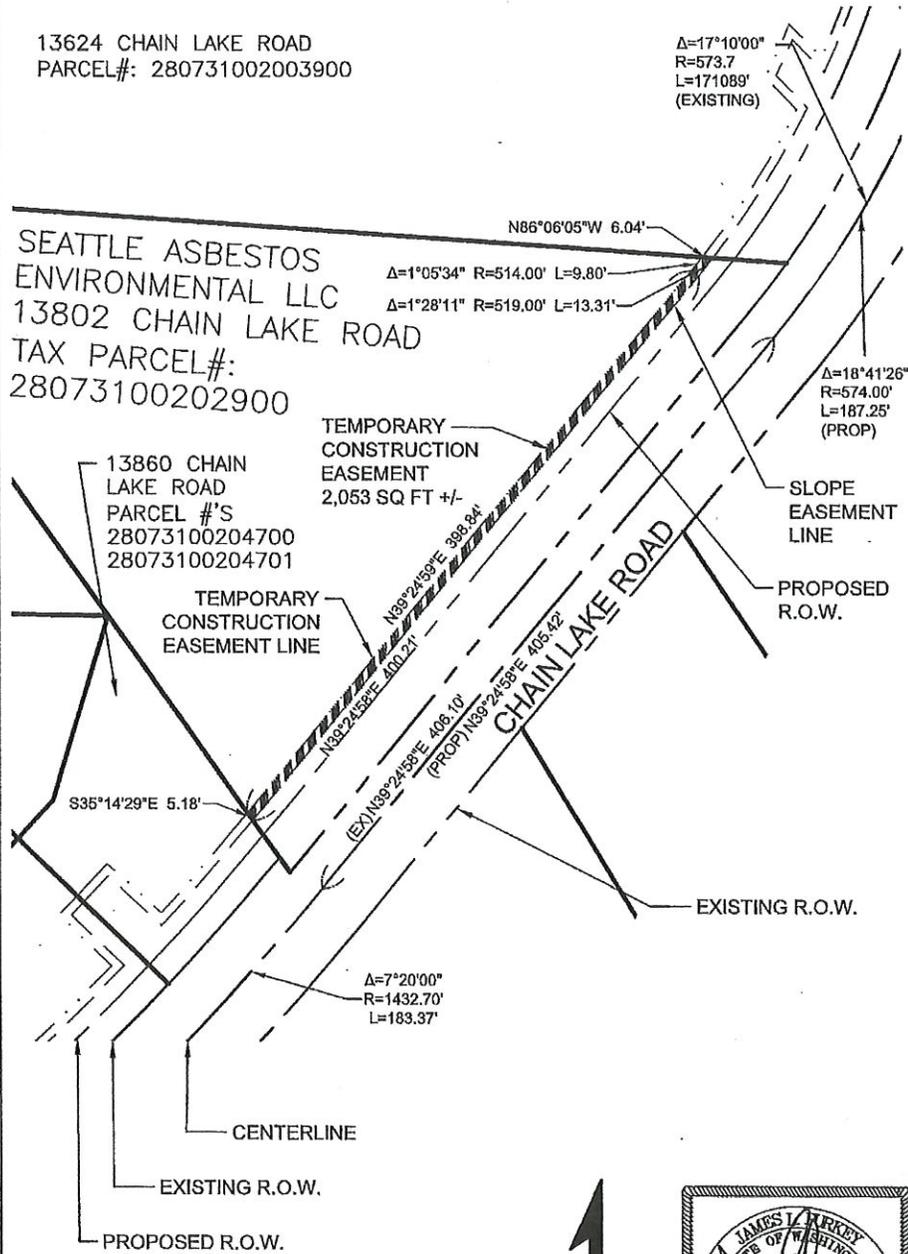
# EXHIBIT A

## PARCEL 17

13624 CHAIN LAKE ROAD  
 PARCEL#: 280731002003900

SEATTLE ASBESTOS  
 ENVIRONMENTAL LLC  
 13802 CHAIN LAKE ROAD  
 TAX PARCEL#: 28073100202900

13860 CHAIN LAKE ROAD  
 PARCEL #'S 28073100204700  
 28073100204701



<b>EXHIBIT A</b> TEMP. CONST. EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
	P0021317W	DRAWN TAJ	
	EXHIBIT A	CHECKED JLP	
1"=80'	LAST EDIT 12/10/2018	PLLOT DATE 12/10/2018	

**REAL ESTATE EXCISE TAX AFFIDAVIT**

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

1 SELLER GRANTOR	Name <u>John &amp; Shelly Burch, as husband and wife</u>	2 BUYER GRANTEE	Name <u>City of Monroe, a Washington municipal corporation</u>
	Mailing Address <u>P.O. Box 267</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Twisp, WA 98856</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(360) 794-7400</u>
3	Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers – check box if personal property	
Name _____	_____	PTN of 280731-002-029-00 <input type="checkbox"/>	List assessed value(s) <u>\$552,400</u>
Mailing Address _____	_____	<u>Tax Code Area: 00530</u> <input type="checkbox"/>	_____
City/State/Zip _____	_____	_____ <input type="checkbox"/>	_____
Phone No. (including area code) _____	_____	_____ <input type="checkbox"/>	_____

4 Street address of property: 13802 Chain Lake Road

This property is located in Monroe

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
see Exhibit "A"

5 Select Land Use Code(s):  
45 - Highway and street right of way  
enter any additional codes: 111 Single Fam. Res  
(See back of last page for instructions)

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?

YES NO

6

Is this property designated as forest land per chapter 84.33 RCW?  YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
DEPUTY ASSESSOR

\_\_\_\_\_  
DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) OWNER(S) SIGNATURE**

\_\_\_\_\_  
PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.  
None

If claiming an exemption, list WAC number and reason for exemption:  
WAC No. (Section/Subsection) \_\_\_\_\_  
Reason for exemption \_\_\_\_\_

Type of Document Slope Easement  
Date of Document \_\_\_\_\_

Gross Selling Price \$	5,234.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	5,234.00
Excise Tax : State \$	67.00
<b>0.0050</b> Local \$	26.17
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	93.17
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	103.17

**A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX**  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent John Burch  
Name (print) John Burch  
Date & city of signing: April 29, 2020

Signature of Grantee or Grantee's Agent \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Date & city of signing: \_\_\_\_\_

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

EXHIBIT A

Parcel 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
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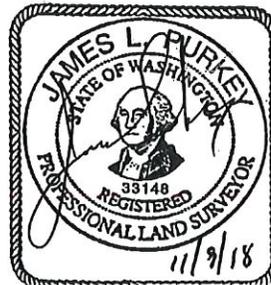
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SLOPE EASEMENT

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

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CONTAINING 4,187 SQUARE FEET +/-



City of Monroe  
806 West Main Street  
Monroe, WA 98272

Claimants

John Burch  
Shelly Burch  
P.O. Box 267  
Twisp, WA 98856

Site Address: 13802 Chain Lake Road, Monroe, WA

City of Monroe – Chain Lake Road Phase 2a Project  
Project Parcel No. 17

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the ROW Dedication Deed, Slope Easement, and Temporary Construction Easement, dated \_\_\_\_\_.

ROW Dedication: 10,929 SF (m/l)	SAVED AMOUNT →	<del>\$54,645.00</del>	
Lands Conveyed Easement: Slope 4,187 SF (m/l)		\$54,645.00	
Temporary Construction Easement 2,053 SF (m/l)		\$5,234.00	
Improvements: Asphalt driveway / Trees / Lawn		\$1,027.00	
Administrative Settlement		\$10,500.00	
		<u>\$2,000.00</u>	
<b>Total (Rounded)</b>			<b>\$73,400.00</b>

I have agreed to the compensation listed above as the full and final payment for the loss of our asphalt driveway, ornamental trees, and lawn as stated above. The City of Monroe will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, the City of Monroe will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the Mortgage Company or lienholder.

I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.

By: John Burch  
John Burch

By: Shelly Burch  
Shelly Burch

Date: April 29<sup>th</sup>, 2020

Date: April 29, 2020

CWhelpley

Cyndi Whelpley, SR/WA, Right-of-Way  
Consultant

Date: 05-11-2020

Place Signed: Edmonds, WA

City of Monroe

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

Its: \_\_\_\_\_

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

Place Signed: \_\_\_\_\_



VICINITY MAP



# MONROE CITY COUNCIL

## Agenda Bill No. 20-077

<b>SUBJECT:</b>	<b>Ordinance No. 005/2020, Adopting Emergency Interim Zoning Amendments To Chapter 22.90 MMC, Temporary Encampments; Final Reading</b>
-----------------	--

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
6/09/2020	Community Development	Shana Restall	Shana Restall	New Business #1

**Discussion:** N/A  
**Public Hearing – Plan. Com.:** N/A  
**Public Hearing – Council:** N/A  
**First Reading:** N/A

- Attachments:**
1. Ordinance No. 005/2020
  2. Proposed Chapter 22.90 MMC, Temporary Encampments (in full)
  3. Ordinance No. 023/2019(SUB)
  4. Ordinance No. 014/2019(SUB)
  5. House Bill 1754

**REQUESTED ACTION:** Move to adopt Ordinance No. 005/2020, adopting interim zoning amendments to Chapter 22.90 MMC, Temporary Encampments; updating the City’s provisions regulating temporary homeless encampments in order to reflect current state law; setting forth preliminary supportive findings; requiring a post-adoption public hearing; providing for severability; declaring a public emergency; and establishing an immediate effective date.

### POLICY CONSIDERATIONS

*Temporary homeless encampments, which provide temporary shelter to homeless persons, have become more frequent in the Puget Sound area over the past decade. The Washington State legislature adopted Engrossed House Bill 1956 on March 23, 2010 that authorizes religious organizations to host temporary encampments and limits a local government’s ability to regulate these encampments. Specifically, it prohibits local governments from enacting an ordinance or regulation with respect to the provision of homeless housing that imposes conditions other than those necessary to protect public health and safety and do not substantially burden the decisions or actions of a religious organization. Furthermore, Governor Inslee signed into law House Bill 1754 on March 31, 2020, which provides additional clarification regarding the regulation of temporary encampments. The State amendments are identified in House Bill 1754 (see Attachment 5).*

### DESCRIPTION/BACKGROUND

The purpose of the interim ordinance is to allow additional time to City staff to develop new code that complies with Revised Code of Washington (RCW) 35A.21.360. The intent of initiating the original interim ordinance on June 11, 2019, was to comply with changes made by the State in 2010. However, in 2020 the State passed major amendments to RCW 35A.21.360 that includes major revision to the original RCW and provides additional clarity around imposing requirements on religious institutions.

Over the last decade, temporary homeless encampments, sometimes called tent cities, have become an often-used mechanism for providing shelter for homeless individuals.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-077*

These encampments usually rotate between various host properties, which are generally owned by religious organizations. On March 6, 2007, the Monroe City Council adopted Ordinance No. 003/2007, which added a chapter to the zoning code to regulate temporary homeless encampments within the City. However, in 2010, the state adopted legislation that limited a local government's purview over these encampments. RCW 35A.21.360 authorizes religious organizations to host temporary homeless encampments and states that cities may not:

- a. *Impose conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization;*
- b. *Require a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise require the religious organization to indemnify the municipality against such liability.*

At the time the state law was adopted in 2010, the City's code was not updated to conform to the new requirements. In May 2019, a local religious organization expressed interest in exploring a homeless encampment site in Monroe. Representatives from the organization met with City staff on June 4, 2019, to discuss the feasibility of their proposal. In order to review the potential encampment in conformance with state law, the City adopted an emergency ordinance on June 11, 2019. The proposed amendments established an interim provisions to regulate temporary homeless encampments within the City and bring the code into compliance with state law.

Just prior to the public hearing on the amendments Chapter 22.90 MMC, the Governor signed House Bill 1754 into law. HB 1754 resulted in major amendments to RCW 35A.21.360 and produced approximately 17 pages of new prescriptive requirements that the City's municipal code must now reflect. Based on the sunset date of the interim ordinance, City staff did not have the time to incorporate the new State amendments and bring it to City Council for a decision prior to the sunset date.

### **FISCAL IMPACTS**

N/A

### **TIME CONSTRAINTS**

The interim development regulations passed under Ordinance No. 014/2019(SUB) and extended by Ordinance No. 023/2020 are effective for a six month period and will expire June 12, 2020, unless extended.

### **ALTERNATIVES**

Do not accept as first reading; and provide direction to City Staff regarding areas of concern. If the City Council does not extend the interim development regulations, they will sunset on June 12, 2020.

**CITY OF MONROE  
ORDINANCE NO. 005/2020**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 22.90 MMC; ADOPTING NEW INTERIM ZONING REGULATIONS REGARDING TEMPORARY ENCAMPMENTS; REPEALING AND REPLACING THE INTERIM ZONING REGULATIONS ORIGINALLY ADOPTED UNDER ORDINANCE NO. 014/2019(SUB) AND SUBSEQUENTLY EXTENDED BY ORDINANCE NO. 023/2019(SUB); ADOPTING PRELIMINARY SUPPORTIVE FINDINGS; PROVIDING FOR SEVERABILITY; SCHEDULING A POST-ADOPTION PUBLIC HEARING; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

---

WHEREAS, like many communities, Monroe has recently experienced a dramatic increase in the number of homeless persons residing in and near the City; and

WHEREAS, on June 11, 2019, the Monroe City Council passed Ordinance No. 014/2019(SUB), which adopted interim zoning regulations pursuant to RCW 36.70A.390, RCW 36.70A.302, and RCW 35A.63.220; and

WHEREAS, the City Council extended the above-referenced interim regulations for an additional six-month term by Ordinance No. 023/2019(SUB) on November 12, 2019; and

WHEREAS, the City had intended to replace the above-referenced interim regulations with permanent regulations in March, 2020; and

WHEREAS, on March 31, 2020, the Washington Legislature passed, and the Governor signed, Engrossed Substitute House Bill (ESHB) 1754, which established several new requirements for and constraints on local government regulation of temporary encampments hosted by religious organizations; and

WHEREAS, the City has received inquiries regarding the potential establishment of temporary homeless encampments; and

WHEREAS, there is insufficient time for the City to promulgate, process and adopt permanent regulations reflecting the new state law requirements before ESHB 1754 takes effect on June 11, 2020; and

WHEREAS, the City Council desires to amend Chapter 22.90 MMC, in order to replace the City's existing interim regulations, consistent with the recently enacted requirements of ESHB 1754, prior to the submittal of any application for a temporary homeless encampment; and

WHEREAS, in order to ensure that the City has in place adequate, legally defensible regulations providing for the regulation of temporary encampments when its current interim regulations expire on June 11, 2020, it is necessary for the new interim regulations set forth in this Ordinance to take effect immediately; and

WHEREAS, the City Council desires to protect the public health, safety and welfare by adopting, as an immediately effective emergency measure, the interim regulations set forth in this ordinance while the City promulgates, processes and adopts permanent regulations reflecting the new state law requirements before ESHB 1754;

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

Section 1. Adoption of Findings. The recitals set forth above, as well as information contained in Agenda Bill No. 20-077 associated with this Ordinance, are hereby adopted as the City Council's preliminary findings in support of the interim development regulations adopted by this Ordinance.

Section 2. Repeal of Chapter 22.90 MMC. Chapter 22.90 of the Monroe Municipal Code is hereby repealed in its entirety:

~~((Chapter 22.90  
TEMPORARY ENCAMPMENTS~~

**Sections:**

~~22.90.010 General provisions.~~

~~22.90.020 Application and review process.~~

**22.90.010 General provisions.**

~~The following standards shall apply to all temporary homeless encampments within the city of Monroe:~~

~~A. A religious organization may host temporary encampments for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings. An application for a temporary homeless encampment must include a local religious institution or other community-based organization as a sponsor or managing agency.~~

~~B. The temporary homeless encampment shall be located a minimum of twenty feet from the property line of abutting properties.~~

~~C. Any exterior lighting must be directed downward and contained within the temporary tent encampment.~~

~~D. The maximum density of temporary homeless encampments is one occupant per four hundred square feet of parcel area; provided, that the maximum number of occupants within a temporary homeless encampment does not exceed one hundred regardless of the size of the parcel.~~

~~E. Off-street parking for a minimum of five vehicles shall be provided on site.~~

~~F. A transportation plan is required, which shall include provisions for transit services.~~

~~G. The managing agency shall ensure compliance with all applicable state laws and regulations, the Monroe Municipal Code, Fire District 7 directives, and Snohomish health district standards concerning, but not limited to, drinking water connections, solid waste disposal, human waste, electrical systems, and fire resistant materials.~~

~~H. The managing agency shall ensure the temporary homeless encampment's compliance with all applicable public health regulations, including but not limited to the following:~~

- ~~1. Sanitary portable toilets, which shall be set back at least forty feet from all property lines;~~
- ~~2. Hand washing stations provided near the toilets and food preparation areas;~~
- ~~3. Food preparation or service tents; and~~
- ~~4. Refuse receptacles.~~

~~I. The sponsor and the managing agency shall enforce a city-approved code of conduct for the encampment, and shall implement all directives from the city and other applicable public agencies within the specified time period.~~

~~J. The sponsor and/or the managing agency shall appoint a member to serve as a point of contact for the temporary homeless encampment. At least one representative of the sponsor, managing agency and/or an occupant of the encampment shall be on duty at all times. The names of the on-duty members and their contact information shall be posted daily at the temporary encampment.~~

~~K. Solid waste receptacles shall be provided on site throughout the temporary homeless encampment. A regular trash patrol in the immediate vicinity of the encampment site shall be provided.~~

~~L. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective encampment occupants and use the identification to obtain sex offender and warrant checks from the appropriate agency. The sponsor and the managing agency shall keep a log of names and dates of all people who stay overnight in the temporary homeless encampment.~~

~~M. An adequate supply of potable water shall be available on site at the temporary homeless encampment at all times. Adequate toilet facilities shall be provided on site, as provided by subsection (H) of this section. All applicable city, county, health department, and state regulations pertaining to drinking water connections and solid waste disposal shall be met.~~

~~N. Periodic inspections of the temporary homeless encampment by public officials from agencies with applicable regulatory jurisdiction, including without limitation the fire marshal, may be conducted at reasonable times.~~

~~O. Open flames are prohibited in a temporary homeless encampment.~~

~~P. Temporary homeless encampments shall not cause or permit the intrusion of noise exceeding the thresholds set forth in WAC 173-60-040.~~

~~Q. The temporary homeless encampment shall ensure a minimum separation of six feet between structures, including tents.~~

~~R. An adequate power supply to the temporary homeless encampment is required; provided, that properly permitted and installed construction site type electrical boxes may be approved by the zoning administrator.~~

~~S. If temporary structures other than tents are used for habitation within the encampment, each such structure shall have a door, at least one egress window, and shall be equipped with a functional smoke detector.~~

~~T. Only wired electrical heating is allowed within tents and other temporary structures used for habitation.~~

~~U. All tents exceeding three hundred square feet, and all canopies exceeding four~~

hundred square feet, shall be comprised of flame retardant materials.

~~V. Reasonable additional conditions of approval may be established as deemed necessary by the zoning administrator in order to protect the health, safety and welfare of the public and the occupants of the temporary homeless encampment, as well as ensuring land use compatibility and minimizing potential impacts to neighboring properties.~~

~~W. The city may not grant a permit for a temporary tent encampment at the same location more frequently than once in every three-hundred-sixty-five-day period.~~

~~X. For temporary encampments located on property that is owned or controlled by a religious organization, as defined in RCW 35A.21.360, conditions of approval shall comply with RCW 35A.21.360 and applicable state and federal law concerning religious exercise.~~

~~Y. Temporary tent encampments may be approved for a period not to exceed ninety days for every three-hundred-sixty-five-day period. The said permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.~~

### **22.90.020 — Application and review process.**

~~A. Application. The completed application for a temporary homeless encampment, which shall be signed by the managing agency or sponsor (“applicant”), shall contain at a minimum contact information for the applicant, and detailed information regarding the following:~~

- ~~1. How the proposed encampment will meet the requirements set forth in this chapter;~~
- ~~2. Potential adverse effects that the proposed encampment will likely have on neighboring properties and the community;~~
- ~~3. Measures to mitigate such adverse effects;~~
- ~~4. A proposed written code of conduct for the encampment;~~
- ~~5. Measures to meet the applicable requirements of the International Fire Code; and~~
- ~~6. Certification that the applicant has taken and will take all reasonable and legal steps to obtain verifiable identification from current and prospective encampment residents and used the identification to obtain sex offender and warrant checks from appropriate agencies. The form of the notice and the application shall be provided by the zoning administrator upon request by the applicant.~~

#### ~~B. Public Notice.~~

~~1. A notice of application for a temporary homeless encampment shall be provided prior to the issuance of the zoning administrator’s decision approving, approving with conditions, or denying the application. The purpose of the notice is to inform the surrounding community of the application. Due to the administrative and temporary nature of the permit, there is no comment period. The notice shall contain, at a minimum:~~

- ~~a. The date the application was submitted;~~
- ~~b. The project location;~~
- ~~c. The proposed duration and operation of the encampment;~~
- ~~d. The conditions that will likely be placed on the operation of the encampment;~~
- ~~e. The requirements of the written code of conduct, if applicable;~~
- ~~f. The name and contact information of the applicant; and~~
- ~~g. Directions regarding how to obtain more information regarding the encampment and the applicant.~~

~~2. The community development department shall distribute the notice of application as follows:~~

~~a. The notice of application, or a summary thereof, will be published in the official newspaper of the city at least seven calendar days prior to the zoning administrator’s decision approving, approving with conditions, or denying the application.~~

~~b. The notice of application, or a summary thereof, will be distributed to owners of~~

~~all property within five hundred feet of any boundary of the subject property and residents and tenants adjacent to the subject property at least fourteen calendar days prior to the zoning administrator's decision approving, approving with conditions, or denying the application.~~

~~G. Community Meeting. A minimum of seven days prior to the issuance of the decision approving, approving with conditions or denying the application and fourteen calendar days prior to the anticipated start of a temporary homeless encampment, the applicant shall conduct a public informational meeting by providing mailed notice to owners of property within five hundred feet of the subject property and residents and tenants adjacent to the subject property. The purpose of the community meeting is to provide the surrounding community with information regarding the proposed duration and operation of the encampment, conditions that will likely be placed on the operation of the encampment, requirements of the written code of conduct, and to answer questions regarding the encampment.~~

~~D. Application Review. The zoning administrator shall issue a decision approving, approving with conditions, or denying the application on a temporary homeless encampment application within fourteen days of the date that the application was submitted.~~

~~E. Decision. A notice of decision for the temporary encampment, or summary thereof, shall contain the decision of the zoning administrator approving, approving with conditions, or denying the application, and the appeal procedure, and be distributed as required for notice of application within four business days after the decision.~~

~~F. Appeal. The zoning administrator's decision approving, approving with conditions, or denying the application is appealable in the same manner as a Type I permit per MMC 22.84.080. ))~~

Section 3. Amendment of Chapter 22.90—Adoption of New Interim Temporary Encampment Regulations. Chapter 22.90 of the Monroe Municipal Code is hereby amended to provide in its entirety as set forth below:

## **Chapter 22.90 TEMPORARY ENCAMPMENTS**

### **Sections:**

<b>22.90.010</b>	Purpose.
<b>22.90.020</b>	Applicability; Construction.
<b>22.90.030</b>	Definitions.
<b>22.90.040</b>	General provisions.
<b>22.90.050</b>	Memorandum of understanding.
<b>22.90.060</b>	Outdoor encampments.
<b>22.90.070</b>	Indoor overnight shelters.
<b>22.90.080</b>	Temporary houses on-site.
<b>22.90.090</b>	Vehicle resident safe parking areas.
<b>22.90.100</b>	Application and review process; Appeals.

### **22.90.010. Purpose**

The City of Monroe finds it is necessary to promote solutions to the complex problem of homelessness. One solution is to facilitate, with appropriate regulation and oversight, sponsors of temporary shelters in existing structures and in temporary outdoor

encampments organized and managed by religious organizations. These facilities do not represent a permanent solution to homelessness, but rather can provide vitally needed shelter and a first step toward more permanent forms of housing. This chapter reflects guidance provided by ESHB 1754, WAC 51-16-030, and by federal law that religious institutions are free to practice their faith including offering assistance to the homeless. This chapter further attempts to appropriately balance such considerations with the city's need to protect the health, safety and welfare of both temporary encampment residents and of the public.

**22.90.020. Applicability; Construction.**

A. The regulations, requirements, and standards set forth in this chapter apply to all temporary encampments within the City.

B. This chapter shall be reasonably construed and administered in a manner consistent with applicable state and federal law, including ESHB 1754. Without limitation of the foregoing, the City may exercise any of the authority set forth in ESHB 1754 in administering this chapter.

C. Except as provided in this chapter and/or by law, nothing in this chapter shall excuse any person from compliance with all applicable provisions of the Monroe Municipal Code.

**22.90.030. Definitions**

The following definitions shall apply for purposes of this chapter:

A. "Managing agency" means an organization such as a religious organization or other organized entity that has the capacity to organize and manage a temporary encampment.

B. "Outdoor encampment" means any temporary tent or structure encampment, or both.

C. "Religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls the real property where the temporary encampment is hosted.

D. "Temporary" means not affixed to land permanently and not using underground utilities.

E. "Temporary encampment" means a temporary housing or shelter for homeless persons, such as an outdoor encampment, indoor overnight shelter, temporary small house on-site, or vehicle resident safe parking area.

**22.90.040. General provisions.**

The following standards shall apply to all temporary encampments within the city of Monroe, except as modified by the category-specific standards otherwise set forth in this chapter:

A. Temporary encampments on private property are prohibited within the city except as expressly provided in this chapter.

B. A religious organization may host a temporary encampment for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings, subject to the provisions of this chapter.

C. All temporary encampments shall comply with the applicable provisions of RCW 35A.21.360.

D. The host religious organization and/or managing agency shall provide a transportation plan for the temporary encampment, which shall include provisions for access to and from transit services.

E. The host religious organization and/or managing agency shall ensure the

temporary encampment's compliance with all applicable state laws and regulations, the Monroe Municipal Code, Fire District 7 directives, and Snohomish health district standards concerning, but not limited to, drinking water connections, solid waste disposal, human waste, electrical systems, and fire resistant materials.

F. The host religious organization and/or the managing agency shall appoint an individual to serve as a permanent point of contact for the temporary encampment.

G. At least one representative of the host religious organization, the managing agency, and/or a designated occupant of the temporary encampment shall be on duty at the temporary encampment all times. Such individuals shall be familiar with emergency protocols, equipped with suitable communication devices, and be trained to contact local first responders when necessary. The names and contact information for such individuals shall be posted daily at the temporary encampment.

H. The host religious organization and/or the managing agency shall ensure the temporary encampment's compliance with all applicable public health regulations, including but not limited to the following:

1. Adequate toilet facilities shall be provided on site and shall be set back at least 40 feet from all property lines. Restroom access shall be provided either within the buildings on the host property or through use of portable facilities.

2. Hand washing stations provided near the toilets and food preparation areas;

3. Food preparation and/or service tents and/or facilities shall be provided;

4. Solid waste receptacles shall be provided on site throughout the temporary encampment. A regular trash patrol in the immediate vicinity of the temporary encampment site shall also be provided.

5. An adequate supply of potable water shall be available on site at all times.

6. All applicable city, county, health department, and state regulations pertaining to drinking water connections and solid waste disposal shall be met.

I. Temporary encampments shall not cause or permit the intrusion of noise from the temporary encampment exceeding the applicable thresholds set forth in WAC 173-60-040.

J. The host religious organization and/or the managing agency shall keep a log of the names of all overnight residents of the temporary homeless encampment and the date(s) upon which they stayed.

K. The host religious organization and/or the managing agency shall ensure that the Monroe Police Department has completed sex offender checks of all adult residents and guests of the temporary encampment. The host religious organization retains the authority to allow such offenders to remain on the property.

L. Periodic inspections of the temporary encampment by public officials from agencies with applicable regulatory jurisdiction, including without limitation the fire marshal, may be conducted at reasonable times, consistent with applicable constitutional and statutory standards.

M. Any host religious organization must work with the city to utilize Washington's homeless client management information system, as provided for in RCW 43.185C.180.

1. When there is no managing agency, the host religious organization is encouraged to partner with a local homeless services provider using the Washington homeless client managing information system.

2. Any managing agency receiving any funding from local continuum of care programs must utilize the homeless client management information system.

3. Temporary, overnight, extreme weather shelters provided in religious

organization buildings are exempt from the requirements of this subsection.

**22.90.050 Memorandum of understanding.**

A. The city shall require the host religious organization and/or a managing agency to execute a memorandum of understanding to protect the health and safety of both the residents of the temporary encampment and that of the public. Any such memorandum of understanding must, at a minimum, include information regarding:

1. The right of a temporary encampment resident to seek public health and safety assistance;
2. The resident's ability to access social services on-site;
3. The resident's ability to directly interact with the host religious organization, including the ability to express any concerns regarding the managing agency to the religious organization;
4. A written code of conduct agreed to by the managing agency, if any, host religious organization, and all volunteers working with residents; and
5. Where a publicly funded managing agency exists, the ability for the host religious organization to interact with residents using a release of information.

B. The zoning administrator, in consultation with the city attorney, is authorized to negotiate and execute on behalf of the city a memorandum of understanding under this section.

**22.90.060. Outdoor encampments.**

A. The hosting term of an outdoor encampment shall not exceed four consecutive months;

B. At least three months shall lapse between subsequent or established outdoor encampments at a particular site.

C. Simultaneous and adjacent hostings of outdoor encampments by a religious organization shall not be located within 1,000 feet of another outdoor encampment concurrently hosted by the same or different religious organization.

D. An outdoor encampment shall be located a minimum of 20 feet from the property line of abutting properties.

F. Any exterior lighting must be directed downward and contained within the outdoor encampment.

G. The maximum residential density of an outdoor encampment is one occupant per 400 square feet of parcel area; provided, that the maximum number of occupants within an outdoor encampment shall not exceed 100 regardless of the size of the parcel.

H. An outdoor encampment shall comply with the following fire safety requirements:

1. All tents exceeding 300 square feet, and all canopies exceeding 400 square feet, shall be comprised of flame retardant materials.
2. Open flames are prohibited in an outdoor encampment.
3. If temporary structures other than tents are used for habitation within an outdoor encampment, each such structure shall have a door, at least one egress window, and shall be equipped with a functional smoke detector.
4. An adequate power supply to the outdoor encampment is required; provided, that properly permitted and installed construction site type electrical boxes may be approved by the zoning administrator.
5. Only wired electrical heating is allowed within tents and other temporary structures used for habitation at an outdoor encampment.

I. The outdoor encampment shall ensure a minimum separation of six feet between structures, including tents.

**22.90.070 Indoor overnight shelters.**

The city shall not limit a religious organization's availability to host an indoor overnight shelter in spaces with at least two accessible exits due to lack of sprinklers or other fire-related concerns, except that:

1. If the fire code official finds that fire-related concerns associated with an indoor overnight shelter pose an imminent danger to persons within the shelter, the city may take action to limit the religious organization's availability to host the indoor overnight shelter; and
2. The city may require a host religious organization to enter into a memorandum of understanding for fire safety that includes:
  - a. Inspections by the fire code official;
  - b. An outline for appropriate emergency procedures;
  - c. A determination of the most viable means to evacuate occupants from inside the host site with appropriate illuminated exit signage;
  - d. Panic bar exit doors; and
  - e. A completed firewatch agreement indicating:
    - i. Posted safe means of egress;
    - ii. Operable smoke detectors, carbon monoxide detectors as necessary, and fire extinguishers;
    - iii. A plan for monitors who spend the night awake and are familiar with emergency protocols, who have suitable communication devices, and who know how to contact the fire department.

**22.90.080 Temporary small houses on-site.**

The city shall not limit a religious organization's ability to host temporary small houses on land owned or controlled by the religious organization, except for recommendations that are in accord with the following criteria:

1. A renewable one-year duration agreed to by the host religious organization and the city via a memorandum of understanding;
2. Maintaining a maximum unit square footage of one 120 square feet, with units set at least six feet apart;
3. Electricity and heat, if provided, must be inspected by the city;
4. Space heaters, if provided, must be approved by the local fire authority;
5. Doors and windows must be included and be lockable, with a recommendation that the managing agency and host religious organization also possess keys;
6. Each unit must have a fire extinguisher;
7. Adequate restrooms must be provided, including restrooms solely for families if present, along with handwashing and potable running water to be available if not provided within the individual units, including accommodating black water;
8. A recommendation for the host religious organization to partner with regional homeless service providers to develop pathways to permanent housing.

**22.90.090 Vehicle resident safe parking areas.**

A. The city shall not limit a religious organization's availability to host safe parking efforts at its on-site parking lot, including limitations on any other congregationally-sponsored uses and the parking available to support such uses during the hosting, provided that the following criteria are met:

1. No less than one space may be devoted to safe parking per ten on-site parking spaces;
2. Restroom access must be provided either within the buildings on the property

or through use of portable facilities, with the provision for proper disposal of waste is recreational vehicles are hosted; and

3. The religious organization providing spaces for safe parking shall abide by all existing on-site parking minimum requirements so that the provision of safe parking spaces does not reduce the total number of available parking spaces below the minimum number of spaces otherwise required by the MMC. Provided, the City may in its discretion enter into a memorandum of understanding with the religious organization that reduces the minimum number of on-site parking spaces required.

B. The host religious organization or the managing agency must inform vehicle residents how to comply with laws regarding the legal status of vehicles and drivers, and provide a written code of conduct consistent with applicable city standards.

**22.90.100. Application and review process; appeals.**

A. Application. The completed application for a temporary encampment, which shall be signed by the host religious organization and/or managing agency, and shall contain, at a minimum, contact information for the applicant, and detailed information regarding the following:

1. How the proposed temporary encampment will meet the requirements set forth in this chapter;
2. Potential adverse effects that the proposed temporary encampment will likely have on neighboring properties and the community;
3. Measures to mitigate such adverse effects;
4. A proposed written code of conduct for the temporary encampment;
5. Measures to meet the applicable requirements of the International Fire Code;

and

6. Certification that the applicant has taken and/or will take all reasonable and legal steps to obtain verifiable identification from current and prospective encampment residents and shall ensure that the Monroe Police Department has and/or will have completed sex offender checks of all adult residents and guests of the temporary encampment. The form of the notice and the application shall be provided by the zoning administrator upon request by the applicant.

B. Community Meeting. Unless the use is in response to a declared emergency, the host shall hold a meeting open to the public prior to the opening of a temporary encampment. The purpose of the community meeting is to provide the surrounding community with information regarding the proposed duration and operation of the encampment, conditions that will likely be placed on the operation of the encampment, requirements of the written code of conduct, and to answer questions regarding the encampment. The religious organization must provide written notice of the community meeting to the city council at least one week, if possible, but no later than ninety-six hours prior to the meeting.

1. The notice must specify the time, place, and purpose of the meeting.
2. Public notice of the meeting shall be provided by the city by taking at least two of the following actions at any time prior to the time of the meeting:
  - a. Delivering to each local newspaper of general circulation and local radio or television station that has on file with the city a written request to be notified of special meetings;
  - b. Posting on the city's web site;
  - c. Prominently displaying, on signage at least two feet in height and two feet in width, one or more meeting notices that can be placed on or adjacent to the main arterials in proximity to the location of the meeting; or

d. Prominently displaying the notice at the meeting site.

C. Application Review. The zoning administrator shall issue a decision approving, approving with conditions, or denying the application for a temporary homeless encampment within fourteen days of the date that the application was submitted.

D. Decision. A notice of decision for the temporary encampment, or summary thereof, shall contain the decision of the zoning administrator approving, approving with conditions, or denying the application, and the appeal procedure, and shall be distributed as required within four business days after the decision.

E. Conditions of Approval. Reasonable conditions of approval may be established as deemed necessary by the zoning administrator in order to protect the health, safety and welfare of the public and the occupants of the temporary homeless encampment, consistent with this chapter and applicable federal and state law. Without limitation of the foregoing, any such conditions of approval shall comply with RCW 35A.21.360 and applicable state and federal law concerning religious exercise.

F. Appeal. The zoning administrator's decision to approve, approve with conditions, or deny the application is appealable directly to Snohomish County Superior Court in accordance with the procedures and timeframes of the Land Use Petition Act, Chapter 36.70C RCW.

Section 4. Public Hearing. The pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Clerk is hereby authorized and directed to schedule a public hearing on the interim regulations adopted under this ordinance within 60 days.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Declaration of Emergency; Effective Date. Based upon the findings above, the City Council declares that a public emergency exists. This ordinance shall therefore take effect immediately upon passage, and shall sunset automatically six (6) months from June 9, 2020, unless terminated earlier or extended by subsequent Council action

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 9th day of June, 2020.

First Reading: June 9, 2020  
Adoption: June 9, 2020  
Published: June 14, 2020  
Effective: June 9, 2020

CITY OF MONROE, WASHINGTON:

(SEAL)

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rebecca R. Hasart, Interim City Clerk

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

## CHAPTER 22.90 TEMPORARY ENCAMPMENTS

### Sections:

- 22.90.010 General provisions.
- 22.90.020 Application and review process.

### **22.90.010 General provisions.**

The following standards shall apply to all temporary homeless encampments within the City of Monroe:

A. A religious organization may host temporary encampments for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings. An application for a temporary homeless encampment must include a local religious institution or other community-based organization as a sponsor or managing agency.

B. The temporary homeless encampment shall be located a minimum of twenty feet from the property line of abutting properties.

C. Any exterior lighting must be directed downward and contained within the temporary tent encampment.

D. The maximum density of temporary homeless encampments is one occupant per four hundred square feet of parcel area; provided, that the maximum number of occupants within a temporary homeless encampment does not exceed one hundred regardless of the size of the parcel.

E. Off-street parking for a minimum of five vehicles shall be provided on-site.

F. A transportation plan is required, which shall include provisions for transit services.

G. The managing agency shall ensure compliance with all applicable State laws and regulations, the Monroe Municipal Code, Fire District 7 directives, and Snohomish Health District standards concerning, but not limited to, drinking water connections, solid waste disposal, human waste, electrical systems, and fire resistant materials.

H. The managing agency shall ensure the temporary homeless encampment's compliance with all applicable public health regulations, including but not limited to the following:

1. Sanitary portable toilets, which shall be set back at least forty feet from all property lines;
2. Hand washing stations provided near the toilets and food preparation areas;
3. Food preparation or service tents; and
4. Refuse receptacles.

I. The sponsor and the managing agency shall enforce a city-approved code of conduct for the encampment, and shall implement all directives from the city and other applicable public agencies within the specified time period.

J. The sponsor and/or the managing agency shall appoint a member to serve as a point of contact for the temporary homeless encampment. At least one representative of the sponsor, managing agency and/or an occupant of the encampment shall be on duty at all times. The names of the on-duty members and their contact information shall be posted daily at the temporary encampment.

K. Solid waste receptacles shall be provided on-site throughout the temporary homeless encampment. A regular trash patrol in the immediate vicinity of the encampment site shall be provided.

L. The managing agency shall take all reasonable and legal steps to obtain verifiable identification from prospective encampment occupants and use the identification to obtain sex offender and warrant checks from the appropriate agency. The sponsor and the managing agency shall keep a log of names and dates of all people who stay overnight in the temporary homeless encampment.

M. An adequate supply of potable water shall be available on-site at the temporary homeless encampment at all times. Adequate toilet facilities shall be provided on-site, as provided by MMC 22.90.010(H). All applicable city, county, health department, and state regulations pertaining to drinking water connections and solid waste disposal shall be met.

N. Periodic inspections of the temporary homeless encampment by public officials from agencies with applicable regulatory jurisdiction, including without limitation the fire marshal, may be conducted at reasonable times.

O. Open flames are prohibited in a temporary homeless encampment.

P. Temporary homeless encampments shall not cause or permit the intrusion of noise exceeding the thresholds set forth in WAC 173-60-040.

Q. The temporary homeless encampment shall ensure a minimum separation of six feet between structures, including tents.

R. An adequate power supply to the temporary homeless encampment is required; provided, that a properly permitted and installed construction site type electrical boxes may be approved by the zoning administrator.

S. If temporary structures other than tents are used for habitation within the encampment, each such structure shall have a door, at least one egress window, and shall be equipped with a functional smoke detector.

T. Only wired electrical heating is allowed within tents and other temporary structures used for habitation.

U. All tents exceeding 300 square feet, and all canopies exceeding 400 square feet, shall be comprised of flame retardant materials.

V. Reasonable additional conditions of approval may be established as deemed necessary by the zoning administrator in order to protect the health, safety and welfare of the public and the occupants of the temporary homeless encampment, as well as ensuring land use compatibility and minimizing potential impacts to neighboring properties.

W. The city may not grant a permit for a temporary tent encampment at the same location more frequently than once in every three-hundred-sixty-five-day period.

X. For temporary encampments located on property that is owned or controlled by a religious organization, as defined in RCW 35A.21.360, conditions of approval shall comply with RCW 35A.21.360 and applicable state and federal law concerning religious exercise.

Y. Temporary tent encampments may be approved for a period not to exceed ninety days for every three-hundred-sixty-five-day period. The said permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.

## **22.90.020 Application and Review Process.**

A. Application. The completed application for a temporary homeless encampment, which shall be signed by the managing agency or sponsor ("applicant"), shall contain at a minimum contact information for the applicant, and detailed information regarding the following:

1. How the proposed encampment will meet the requirements set forth in this chapter;
2. Potential adverse effects that the proposed encampment will likely have on neighboring properties and the community;
3. Measures to mitigate such adverse effects;
4. A proposed written code of conduct for the encampment;
5. Measures to meet the applicable requirements of the International Fire Code; and
6. Certification that the applicant has taken and will take all reasonable and legal steps to obtain verifiable identification from current and prospective encampment residents and used the identification to obtain sex offender and warrant checks from appropriate agencies. The form of the notice and the application shall be provided by the zoning administrator upon request by the applicant.

B. Public notice.

1. A notice of application for a temporary homeless encampment shall be provided prior to the issuance of the zoning administrator's decision approving, approving with conditions, or denying the application. The purpose of the notice is to inform the surrounding community of the application. Due to the administrative and temporary nature of the permit, there is no comment period. The notice shall contain, at a minimum:

- a. The date the application was submitted;
- b. The project location;
- c. The proposed duration and operation of the encampment;
- d. The conditions that will likely be placed on the operation of the encampment;
- e. The requirements of the written code of conduct, if applicable;
- f. The name and contact information of the applicant; and
- g. Directions regarding how to obtain more information regarding the encampment and the applicant.

2. The community development department shall distribute the notice of application as follows:

- a. The notice of application, or a summary thereof, will be published in the official newspaper of the city at least seven calendar days prior to the zoning administrator's decision approving, approving with conditions, or denying the application.
- b. The notice of application, or a summary thereof, will be distributed to owners of all property within five hundred feet of any boundary of the subject property and residents and tenants adjacent to the subject property at least fourteen calendar days prior to the zoning administrator's decision approving, approving with conditions, or denying the application.

C. Community Meeting. A minimum of seven days prior to the issuance of the decision approving, approving with conditions or denying the application and 14 calendar days prior to the anticipated start of a temporary homeless encampment, the applicant shall conduct a public informational meeting by providing mailed notice to owners of property within 500 feet of the subject property and residents and tenants adjacent to the subject property. The purpose of the community meeting is to provide the surrounding community with information regarding the proposed duration and operation of the encampment, conditions that will likely be placed on the operation of the encampment, requirements of the written code of conduct, and to answer questions regarding the encampment.

D. Application review. The zoning administrator shall issue a decision approving, approving with conditions, or denying the application on a temporary homeless encampment application within fourteen days of the date that the application was submitted.

E. Decision. A notice of decision for the temporary encampment, or summary thereof, shall contain the decision of the zoning administrator approving, approving with conditions, or denying the application, and the appeal procedure, and be distributed as required for notice of application within four business days after the decision.

F. Appeal. The zoning administrator's decision approving, approving with conditions, or denying the application is appealable in the same manner as a Type I permit per MMC 22.84.080.

**CITY OF MONROE  
ORDINANCE NO. 023/2019(SUB)**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, EXTENDING FOR AN ADDITIONAL SIX MONTH PERIOD INTERIM ZONING REGULATIONS ORIGINALLY ADOPTED UNDER ORDINANCE NO. 014/2019(SUB); AMENDING CHAPTER 22.90 MMC, TEMPORARY ENCAMPMENTS TO UPDATE THE CITY'S PROVISIONS REGULATING TEMPORARY HOMELESS ENCAMPMENTS IN ORDER TO REFLECT CURRENT STATE LAW; ADOPTING FINDINGS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, like many communities, Monroe has recently experienced a dramatic increase in the number of homeless persons residing in and near the City; and

WHEREAS, the City of Monroe regulates temporary homeless encampments through the provisions codified at Chapter 22.90 MMC; and

WHEREAS, the City has recently received inquiries regarding the potential establishment of temporary homeless encampments; and

WHEREAS, the City Council desires to immediately amend Chapter 22.90 MMC, in order to update and clarify the City's existing regulations prior to the submittal of any application for a temporary homeless encampment; and

WHEREAS, on June 11, 2019, the Monroe City Council passed Ordinance No. 014/2019(SUB), which adopted interim zoning regulations pursuant to RCW 36.70A.390, RCW 36.70A.302, and RCW 35A.63.220; and

WHEREAS, Ordinance No. 014/2019(SUB) adopted interim amendments to Chapter 22.90 MMC, Temporary Encampments; updated the City's provisions regulating temporary homeless encampments to reflect current state law; set forth preliminary supportive findings; required a post-adoption public hearing; provided for severability; declared a public emergency; and established an immediate effective date; and

WHEREAS, a City Council public hearing on the extension of the interim regulations, originally adopted under Ordinance No. 014/2019(SUB) was held on November 12, 2019; and

WHEREAS, the interim development regulations extended by Ordinance No. 014/2019(SUB) was to automatically sunset six (6) months from the effective date of that ordinance unless terminated earlier or extended by subsequent Council action; and

WHEREAS, an extension of the interim regulations amending the City's provisions regulating temporary homeless encampments in order to reflect current state law is necessary to establish interim provisions to regulate temporary homeless encampments within the City that are in compliance with state law.

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

Section 1. Adoption of Findings. The recitals set forth in Ordinance No. 014/2019(SUB), and as also set forth in the recitals above, as well as information contained in Agenda Bill No. 19-225, associated with this Ordinance, are hereby adopted as the City Council's findings in support of the interim development regulations extension provided by this Ordinance.

Section 2. Interim Regulations Extended. The interim development regulations amending Chapter 22.90 MMC, Temporary Encampments, to update the city's provisions regulating temporary homeless encampments in order to reflect current state law, as originally adopted under Ordinance No. 014/2019(SUB) are hereby extended for an additional six month period to commence concurrently with the scheduled expiration of the term of Ordinance No. 014/2019(SUB). The six month effective period of said extension shall begin December 12, 2019.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

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; provided, that the six-month extension of the interim zoning established by Ordinance No. 014/2019(SUB) shall commence on December 12, 2019, concurrently with the scheduled expiration of the term of Ordinance No. 014/2019(SUB), and shall sunset automatically six (6) months from December 12, 2019, unless terminated earlier or extended by subsequent council action.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 12<sup>th</sup> day of November, 2019.

First Reading: November 12, 2019  
Adoption: November 12, 2019  
Published: November 15, 2019  
Effective: December 12, 2019

CITY OF MONROE, WASHINGTON:

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

(SEAL)

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
~~Elizabeth M. Adkisson, MMC, City Clerk~~

*Cheri A. Hurst, Authorized Designee  
for the City of Monroe*

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

**CITY OF MONROE  
ORDINANCE NO. 014/2019(SUB)**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, ADOPTING INTERIM ZONING AMENDMENTS TO CHAPTER 22.90 MMC, TEMPORARY ENCAMPMENTS; UPDATING THE CITY'S PROVISIONS REGULATING TEMPORARY HOMELESS ENCAMPMENTS IN ORDER TO REFLECT CURRENT STATE LAW; SETTING FORTH PRELIMINARY SUPPORTIVE FINDINGS; REQUIRING A POST-ADOPTION PUBLIC HEARING; PROVIDING FOR SEVERABILITY; DECLARING A PUBLIC EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE

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WHEREAS, like many communities, the City of Monroe has recently experienced a dramatic increase in the number of homeless persons residing in and near the City; and

WHEREAS, the City of Monroe regulates temporary homeless encampments through the provisions codified at Chapter 22.90 MMC; and

WHEREAS, the City has recently received inquiries regarding the potential establishment of temporary homeless encampments; and

WHEREAS, the City Council desires to immediately amend Chapter 22.90 MMC, in order to update and clarify the City's existing regulations prior to the submittal of any application for a temporary homeless encampment.

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

Section 1. Preliminary Findings. The City Council hereby adopts the above recitals as preliminary findings in support of this ordinance. The City Council also finds that adoption of this ordinance is necessary to ensure that the updated and clarified regulations set forth herein are in effect prior to the submittal and processing of any application to site and operate a temporary homeless encampment in the City. As such, a public emergency exists requiring that this ordinance take effect immediately upon passage.

Section 2. Amendment of Chapter 22.90 MMC. Monroe Municipal Code Chapter 22.90, Unified Development Regulations - Temporary Encampments, is hereby amended to provide as follows:

**CHAPTER 22.90  
TEMPORARY ENCAMPMENTS**

Sections:

- ~~22.90.010~~ ((Regulations Established))General provisions.
- ~~22.90.020~~ ((Standards for Homeless Encampments.))
- ~~((22.90.030 Frequency and Duration of Temporary Use.))~~
- ~~((22.90.040))~~ Application and review process.
- ~~((22.90.050 No Intent to Create Protected/Benefited Class.))~~

**22.90.010** ~~((Regulations Established.~~

~~Regulations concerning the establishment and processing of applications for temporary homeless encampments in the city are hereby established. Establishing such facilities contrary to the provisions of this chapter is prohibited. Temporary use permits pursuant to Chapter 22.60 MMC, Temporary Uses, shall be required for homeless encampments in the city. With the exception of temporary tent encampment permits for homeless encampment facilities that are in full compliance with this chapter, applications for temporary tent encampment permits, land use approvals, or any other permit or approval, in any way associated with such facilities shall not be accepted, processed, issued, granted, or approved. If a homeless encampment is established in violation of this chapter or if after temporary tent encampment permit is issued for the same, the zoning administrator determines that the permit holder has violated this chapter or any condition of the permit, the temporary tent encampment, its sponsor and managing agency shall be subject to code enforcement under MMC Chapter 1.04 MMC. All activities associated with the temporary encampment shall cease, and the site shall be vacated and restored to its pre-encampment conditions.~~

~~22.90.020~~ Standards for Homeless Encampments))**General provisions.**

The following standards shall apply to all temporary homeless encampments within the City of Monroe(~~for the purposes of application and approval of a temporary use permit~~):

A. A religious organization may host temporary encampments for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings. An application for a temporary homeless encampment must include a local religious institution or other community-based organization as a sponsor or managing agency.

~~((A))~~B. The temporary homeless encampment shall be located a minimum of twenty feet from the property line of abutting properties(~~containing commercial, industrial, office, and multifamily residential uses. The encampment shall be located a minimum of forty feet from the property line of abutting properties containing single-family residential uses.~~

~~B. No encampment shall be located within a critical area or its buffer as defined by MMC Chapter 22.80, Critical Areas.~~

~~C. A six-foot tall sight-obscuring fencing is required around the perimeter of the encampment, provided they do not create a sight obstruction at the street or street intersections or curbs as determined by the city engineer, unless the hearing examiner determines that there is sufficient vegetation, topographic variation, or other site condition such that fencing would not be needed.)~~

~~((D))~~C. Any ~~Exterior~~ lighting must be directed downward and contained within the temporary tent encampment.

~~((E))D.~~ ~~((The maximum number of residents at a temporary tent encampment site shall be determined by the hearing examiner taking into consideration site conditions, but in no case shall the number be greater than one hundred people.))~~ The maximum density of temporary homeless encampments is one occupant per four hundred square feet of parcel area; provided, that the maximum number of occupants within a temporary homeless encampment does not exceed one hundred regardless of the size of the parcel.

~~((F))E.~~ ~~((On-site parking of the sponsor shall not be displaced unless sufficient parking remains available for the host's use to compensate for the loss of on-site parking or a shared parking agreement is executed with adjacent properties pursuant to the criteria of MMC Chapter 22.44, Parking Standards and Design.))~~ Off-street parking for a minimum of five vehicles shall be provided on-site.

~~((G))F.~~ A transportation plan is required, which shall include provisions for transit services.

~~((H.))~~ ~~No children under eighteen are allowed to stay overnight in the temporary tent encampment, unless circumstances prevent a more suitable overnight accommodation for the child and parent or guardian. If a child under the age of eighteen attempts to stay at the encampment, the sponsor and the managing agency shall immediately contact Child Protective Services and shall actively endeavor to find alternative shelter for the child and any accompanying parent or guardian.~~

~~I.~~ ~~The sponsor or managing agency shall provide and enforce a written code of conduct, which not only provides for the health, safety and welfare of the temporary tent encampment resident, but also mitigates impacts to neighbors and the community. Said code shall be incorporated into the conditions of approval.)~~

~~((J))G.~~ ~~The ((sponsor and the))~~ managing agency shall ensure compliance with all applicable Washington State laws and regulations, the Monroe Municipal Code, Fire District 37 directives, and Snohomish Health District standards concerning, but not limited to, drinking water connections, solid waste disposal, human waste, electrical systems, and fire resistant materials. ~~((The sponsor and the managing agency shall permit inspections by state and/or local agencies and/or departments to ensure the same, and implement all directives resulting therefrom within the specified time period.~~

~~K))H.~~ ~~The ((sponsor and))~~ managing agency shall ensure the temporary homeless encampment's compliance with all applicable public health regulations, including but not limited to the following, ~~will be met:~~

1. Sanitary portable toilets, which shall be set back at least forty feet from all property lines;
2. Hand washing stations by provided near the toilets and food preparation areas;
3. Food preparation or service tents; and
4. Refuse receptacles.

I. The sponsor and the managing agency shall enforce a city-approved code of conduct for the encampment, and shall implement all directives from the city and other applicable public agencies within the specified time period.

~~((L.))~~ ~~Public health guidelines on food donations and food handling and storage, including proper temperature control, shall be followed and encampment residences involved in food donations and storage shall be made aware of these guidelines consistent with the Snohomish Health District requirements.)~~

~~((M))J.~~ The sponsor and/or the managing agency shall appoint a member to serve as a point of contact for the temporary homeless encampment. ~~((for the Monroe police department)).~~ At least one representative of the sponsor, managing agency and/or an occupant of the encampment appointed resident shall be on duty at all times. The

names of the on-duty members and their contact information shall be posted daily at the temporary encampment.

~~((N))K. Solid waste receptacles Facilities for dealing with trash shall be provided on-site throughout the temporary homeless encampment. A regular trash patrol in the immediate vicinity of the temporary tent encampment site shall be provided.~~

~~((O))L. The ~~((sponsor and the))~~managing agency shall take all reasonable and legal steps to obtain verifiable identification from ~~((current and))~~prospective encampment occupants residents and use the identification to obtain sex offender and warrant checks from the appropriate agency.~~((All requirements by the Monroe Police Department related to identified sex offenders or prospective residents with warrants shall be met.))~~ The sponsor and the managing agency shall keep a log of names and dates of all people who stay overnight in the temporary homeless tent encampment.~~

~~((P. The sponsor and the managing agency shall immediately contact the Monroe police department if someone is rejected or ejected from the encampment when the reason for rejection or ejection is an active warrant or a match on a sex offender check, or if, in the opinion of the on-duty member or on-duty security staff, the rejected/ejected person is a potential threat to the community.~~

~~Q. Temporary structures that cover an area in excess of one hundred twenty square feet (11.16 square meters), including connecting areas or spaces with a common means of egress or entrance which are used or intended to be used for the gathering together of ten or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building official pursuant to Section 3103 of the International Building Code as adopted by the city of Monroe.~~

~~R. The sponsor, the managing agency and temporary tent encampment residents shall cooperate with other providers of shelters and services for homeless persons within the city and shall make inquiry with these providers regarding the availability of existing resources.~~

~~S. Where deemed necessary by the hearing examiner, the sponsor and/or the managing agency shall procure and maintain in full force, through the duration of the temporary tent encampment, comprehensive general liability insurance with a minimum coverage of one million dollars per occurrence/aggregate for personal injury and property damage.~~

~~T. Where deemed necessary, the hearing examiner shall have the authority to impose conditions to the issuance of the permit for a temporary tent encampment to mitigate effects on the community upon finding that said effects are materially detrimental to the public welfare or injurious to the property or improvements in the vicinity.~~

~~U. The sponsor and/or managing agency shall provide before encampment photos of the host site with the application. Upon vacation of the temporary tent encampment, all temporary structures and debris shall be removed from the host site within one calendar week.))~~

M. An adequate supply of potable water shall be available on-site at the temporary homeless encampment at all times. Adequate toilet facilities shall be provided on-site, as provided by MMC 22.90.010(H). All applicable city, county, health department, and state regulations pertaining to drinking water connections and solid waste disposal shall be met.

N. Periodic inspections of the temporary homeless encampment by public officials from agencies with applicable regulatory jurisdiction, including without limitation the fire marshal, may be conducted at reasonable times.

O. Open flames are prohibited in a temporary homeless encampment.

P. Temporary homeless encampments shall not cause or permit the intrusion of noise exceeding the thresholds set forth in WAC 173-60-040.

Q. The temporary homeless encampment shall ensure a minimum separation of six feet between structures, including tents.

R. An adequate power supply to the temporary homeless encampment is required; provided, that a properly permitted and installed construction site type electrical boxes may be approved by the zoning administrator.

S. If temporary structures other than tents are used for habitation within the encampment, each such structure shall have a door, at least one egress window, and shall be equipped with a functional smoke detector.

T. Only wired electrical heating is allowed within tents and other temporary structures used for habitation.

U. All tents exceeding three hundred square feet, and all canopies exceeding four hundred square feet, shall be comprised of flame retardant materials.

V. Reasonable additional conditions of approval may be established as deemed necessary by the zoning administrator in order to protect the health, safety and welfare of the public and the occupants of the temporary homeless encampment, as well as ensuring land use compatibility and minimizing potential impacts to neighboring properties.

W. The city may not grant a permit for a temporary tent encampment at the same location more frequently than once in every three-hundred-sixty-five-day period.

X. For temporary encampments located on property that is owned or controlled by a religious organization, as defined in RCW 35A.21.360, conditions of approval shall comply with RCW 35A.21.360 and applicable state and federal law concerning religious exercise.

Y. Temporary tent encampments may be approved for a period not to exceed ninety days for every three-hundred-sixty-five-day period. The said permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.

~~((22.90.030 Frequency and Duration of Temporary Use.~~

~~The city may not grant a permit for a temporary tent encampment at the same location more frequently than once in every three hundred sixty five day period. Temporary tent encampments may be approved for a period not to exceed ninety days for every three-hundred sixty five day period. The said permit shall specify a date by which the use shall be terminated and the site vacated and restored to its pre-encampment condition.))~~

~~((22.90.040))~~**22.90.020 Application and review process.**

~~A. ((Notice Requirements for Temporary Tent Encampments))~~Application. The completed application for a temporary homeless encampment, which shall be signed by ~~((both the sponsor and-))~~the managing agency or sponsor ("applicant"), shall contain at a minimum contact information for the applicant, and detailed information regarding the following:~~((~~ (1) how the applicant will meet the requirements of the permit for a temporary tent encampment as set forth in this chapter; (2) potential adverse effects that the proposed encampment will likely have on neighboring properties and community; (3) measures to mitigate these adverse effects; (4) the written code of conduct adopted by the applicant for the temporary tent encampment; (5) provisions by applicant to meet requirements of the International Fire Code; and (6) certification that

~~the applicant has taken all reasonable and legal steps to obtain verifiable identification from current and prospective encampment residents and used the identification to obtain sex offender and warrant checks from appropriate agencies. The form of the notice and the application shall be provided by the community development department upon request by the sponsor and/or the managing agency.))~~

1. How the proposed encampment will meet the requirements set forth in this chapter;
2. Potential adverse effects that the proposed encampment will likely have on neighboring properties and the community;
3. Measures to mitigate such adverse effects;
4. A proposed written code of conduct for the encampment;
5. Measures to meet the applicable requirements of the International Fire Code;  
and
6. Certification that the applicant has taken and will take all reasonable and legal steps to obtain verifiable identification from current and prospective encampment residents and used the identification to obtain sex offender and warrant checks from appropriate agencies. The form of the notice and the application shall be provided by the zoning administrator upon request by the applicant.

B. Public notice.

1. A notice of application for a temporary homeless encampment shall be provided prior to the issuance of the zoning administrator's decision approving, approving with conditions, or denying the application. The purpose of the notice is to inform the surrounding community of the application. Due to the administrative and temporary nature of the permit, there is no comment period. The notice shall contain, at a minimum:
  - a. The date the application was submitted;
  - b. The project location;
  - c. The proposed duration and operation of the encampment;
  - d. The conditions that will likely be placed on the operation of the encampment;
  - e. The requirements of the written code of conduct, if applicable;
  - f. The name and contact information of the applicant; and
  - g. Directions regarding how to obtain more information regarding the encampment and the applicant.
2. The community development department shall distribute the notice of application as follows:
  - a. The notice of application, or a summary thereof, will be published in the official newspaper of the city at least seven calendar days prior to the zoning administrator's decision approving, approving with conditions, or denying the application.
  - b. The notice of application, or a summary thereof, will be distributed to owners of all property within five hundred feet of any boundary of the subject property and residents and tenants adjacent to the subject property at least fourteen calendar days prior to the zoning administrator's decision approving, approving with conditions, or denying the application.

C. Community Meeting. A minimum of seven days prior to the issuance of the decision approving, approving with conditions or denying the application and fourteen calendar days prior to the anticipated start of a temporary homeless encampment, the applicant shall conduct a public informational meeting by providing mailed notice to owners of property within 500 feet of the subject property and residents and tenants adjacent to the subject property. The purpose of the community meeting is to provide the

surrounding community with information regarding the proposed duration and operation of the encampment, conditions that will likely be placed on the operation of the encampment, requirements of the written code of conduct, and to answer questions regarding the encampment.

D. Application review. The zoning administrator shall issue a decision approving, approving with conditions, or denying the application on a temporary homeless encampment application within fourteen days of the date that the application was submitted.

E. Decision. A notice of decision for the temporary encampment, or summary thereof, shall contain the decision of the zoning administrator approving, approving with conditions, or denying the application, and the appeal procedure, and be distributed as required for notice of application within four business days after the decision.

F. Appeal. The zoning administrator's decision approving, approving with conditions, or denying the application is appealable in the same manner as a Type I permit per MMC 22.84.080.

~~((A notice of application and copy of the application for a temporary tent encampment shall be provided at least fifteen days prior to the decision regarding the issuance of the permit. The purpose of the notice is to inform the surrounding community of the application. The notice shall contain, at a minimum, the date of application, project location, proposed duration and operation of the temporary encampment, number of residents for the encampment, conditions that will likely be placed on the operation of the encampment, and requirements of the written code of conduct. The applicant shall distribute said notice as follows:~~

- ~~1. A copy of the notice and application, or summary thereof, will be published in the official newspaper of the city.~~
- ~~2. A copy of the notice and application, or summary thereof, shall be (a) posted at two publicly visible locations on the site upon which the proposed temporary encampment will be located, and (b) mailed to owners of all property within five hundred feet of any boundary of the subject property, and any neighborhood organization in the vicinity of the encampment site whose contact information is known to or made known to the managing agency.~~

~~B. Review Process, Notice of Decision Regarding Issuance of Permit, and Appeal Procedure. After review of the application for a temporary encampment and an open record hearing pursuant to MMC Chapter 22.84, Permit Processing, the hearing examiner shall make a decision regarding the issuance of a temporary tent encampment permit. Before any temporary tent encampment permit may be granted, it shall be shown that:~~

- ~~1. The proposed use will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity of the proposed encampment;~~
- ~~2. The proposed use shall meet the performance standards that are required in the zoning district the encampment will occupy and the requirements of this chapter;~~
- ~~3. The proposed use shall be in keeping with the goals and policies of the comprehensive plan;~~
- ~~4. All measures have been taken to minimize the possible adverse impacts, which the proposed encampment may have on the area in which it is located.~~

~~Because each temporary tent encampment has unique characteristics, including, but not limited to, size, duration, uses, number of occupants and composition, the hearing examiner shall have the authority to impose conditions to the issuance of the permit for temporary encampment to mitigate effects on the community upon finding that said effects are materially detrimental to the public welfare or injurious to the property or~~

~~improvements in the vicinity. Conditions, if imposed, must relate to findings by the hearing examiner, and must be calculated to minimize nuisance-generating features in matters of noise, waste, air quality, unsightliness, traffic, physical hazards and other similar matters that the temporary tent encampment may have on the area in which it is located. In cases where the application for temporary tent encampment does not meet the requirements or standards of this chapter or adequate mitigation may not be feasible or possible, the hearing examiner shall deny issuance of a temporary tent encampment permit.~~

~~If issued, the permit for the temporary tent encampment shall be issued jointly to the sponsor and managing agency. A notice of such decision stating whether the permit is granted or denied, along with information regarding the procedure for appeal of the decision, shall be mailed as required for the notice of application within three business days after the decision.~~

~~The hearing examiner's decision will be the city's final decision. Any appeal of the city's final decision may only be made to Snohomish County Superior Court in accordance with MMC 22.84.080 and Chapter 36.70C RCW. The burden of proof on appeal shall be on appellant.~~

~~C. Additional Requirements for Applications Requesting Modification of Standards for Temporary Encampments. For a temporary tent encampment, the applicant may apply for a temporary use permit that applies standards that differ from those in MMC 22.90.020 only where, in addition to satisfying the requirements in subsection (A) of this section, the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe encampment with minimal negative impacts to the host community under the specific circumstances of the application. In considering whether the modification should be granted, the decision authority shall first consider the effects on the health and safety of encampment residents and the neighboring communities. Modifications should not be granted if their adverse impact on encampment residents and/or neighboring communities will be greater than those without modification. The burden of proof shall be on applicant.))~~

~~((22.90.050 No Intent to Create Protected/Benefited Class.~~

~~Provisions in this chapter are intended to promote the health, safety and welfare of the general public. Nothing contained herein is intended to be nor shall be construed to create or otherwise establish any particular class or group of persons who will or should be especially protected or benefited by the provisions in this chapter. The provisions in this chapter are not intended to be, nor shall be, construed to create any basis for liability on the part of the city, its officers, employees or agents for any injury or damage that an individual, class or group may claim arises from any action or inaction on the part of the city. Likewise, they are not intended to, nor shall be construed to, impose upon the city any duty that can become the basis of a legal action for injury or damage.))~~

Section 3. Public Hearing. The City Clerk is hereby authorized and directed to schedule a public hearing on the interim regulations set forth in this ordinance and to provide notice of said hearing in accordance with applicable standards and procedures. Said hearing shall be held no later than sixty days after the date of adoption hereof. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council may adopt additional legislative findings in support of this ordinance at the conclusion of said hearing.

Section 4. 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 5. Declaration of Emergency; Effective Date; Sunset. Based upon the findings set forth above, the City Council hereby declares a public emergency requiring this ordinance to take effect immediately. This ordinance shall accordingly be in full force and effect immediately upon passage, and shall remain effective for a period of six months unless terminated earlier or subsequently extended by the City Council. PROVIDED, that the City Council may, in its sole discretion, renew the interim zoning regulations set forth herein for one or more six month periods in accordance with state law.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 11th day of June, 2019.

First Reading: June 11, 2019  
Adoption: June 11, 2019  
Published: June 14, 2019  
Effective: June 11, 2019

CITY OF MONROE, WASHINGTON:

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

(SEAL)

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Elizabeth M. Adkisson, MMC, City Clerk  
\_\_\_\_\_  
J. Zachary Lell, City Attorney

CERTIFICATION OF ENROLLMENT

**ENGROSSED SUBSTITUTE HOUSE BILL 1754**

Chapter 223, Laws of 2020

66th Legislature  
2020 Regular Session

RELIGIOUS ORGANIZATIONS--HOSTING OF THE HOMELESS

EFFECTIVE DATE: June 11, 2020

Passed by the House March 7, 2020  
Yeas 97 Nays 0

LAURIE JINKINS

**Speaker of the House of  
Representatives**

Passed by the Senate March 3, 2020  
Yeas 42 Nays 7

CYRUS HABIB

**President of the Senate**

Approved March 31, 2020 10:45 AM

JAY INSLEE

**Governor of the State of Washington**

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1754** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

**Chief Clerk**

FILED

March 31, 2020

**Secretary of State  
State of Washington**

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**ENGROSSED SUBSTITUTE HOUSE BILL 1754**

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AS AMENDED BY THE SENATE

Passed Legislature - 2020 Regular Session

**State of Washington                      66th Legislature                      2019 Regular Session**

**By** House Housing, Community Development & Veterans (originally sponsored by Representatives Santos, Jinkins, and Pollet)

READ FIRST TIME 02/21/19.

1            AN ACT Relating to the hosting of the homeless by religious  
2 organizations; amending RCW 36.01.290, 35.21.915, and 35A.21.360; and  
3 creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5            NEW SECTION.    **Sec. 1.**    (1) The legislature makes the following  
6 findings:

7            (a) Residents in temporary settings hosted by religious  
8 organizations are a particularly vulnerable population that do not  
9 have access to the same services as citizens with more stable  
10 housing.

11            (b) Residents in these settings, including outdoor uses such as  
12 outdoor encampments, indoor overnight shelters, temporary small  
13 houses on-site, and homeless-occupied vehicle resident safe parking,  
14 can be at increased risk of exploitation, theft, unsanitary living  
15 conditions, and physical harm.

16            (c) Furthermore, the legislature finds and declares that hosted  
17 outdoor encampments, indoor overnight shelters, temporary small  
18 houses on-site, and homeless-occupied vehicle resident safe parking  
19 serve as pathways for individuals experiencing homelessness to  
20 receive services and achieve financial stability, health, and  
21 permanent housing.

1 (2) The legislature intends that local municipalities have the  
2 discretion to protect the health and safety of both residents in  
3 temporary settings that are hosted by religious organizations and the  
4 surrounding community. The legislature encourages local jurisdictions  
5 and religious organizations to work together collaboratively to  
6 protect the health and safety of residents and the surrounding  
7 community while allowing religious organizations to fulfill their  
8 mission to serve the homeless. The legislature further intends to  
9 monitor the implementation of this act and continue to refine it to  
10 achieve these goals.

11 **Sec. 2.** RCW 36.01.290 and 2010 c 175 s 2 are each amended to  
12 read as follows:

13 (1) A religious organization may host (~~temporary encampments~~  
14 ~~for~~) the homeless on property owned or controlled by the religious  
15 organization whether within buildings located on the property or  
16 elsewhere on the property outside of buildings.

17 (2) Except as provided in subsection (7) of this section, a  
18 county may not enact an ordinance or regulation or take any other  
19 action that:

20 (a) Imposes conditions other than those necessary to protect  
21 public health and safety and that do not substantially burden the  
22 decisions or actions of a religious organization regarding the  
23 location of housing or shelter, such as an outdoor encampment, indoor  
24 overnight shelter, temporary small house on-site, or vehicle resident  
25 safe parking, for homeless persons on property owned or controlled by  
26 the religious organization;

27 (b) Requires a religious organization to obtain insurance  
28 pertaining to the liability of a municipality with respect to  
29 homeless persons housed on property owned by a religious organization  
30 or otherwise requires the religious organization to indemnify the  
31 municipality against such liability; (~~or~~)

32 (c) Imposes permit fees in excess of the actual costs associated  
33 with the review and approval of (~~the required~~) permit applications.  
34 A county has discretion to reduce or waive permit fees for a  
35 religious organization that is hosting the homeless;

36 (d) Specifically limits a religious organization's availability  
37 to host an outdoor encampment on its property or property controlled  
38 by the religious organization to fewer than six months during any  
39 calendar year. However, a county may enact an ordinance or regulation

1 that requires a separation of time of no more than three months  
2 between subsequent or established outdoor encampments at a particular  
3 site;

4 (e) Specifically limits a religious organization's outdoor  
5 encampment hosting term to fewer than four consecutive months;

6 (f) Limits the number of simultaneous religious organization  
7 outdoor encampment hostings within the same municipality during any  
8 given period of time. Simultaneous and adjacent hostings of outdoor  
9 encampments by religious organizations may be limited if located  
10 within one thousand feet of another outdoor encampment concurrently  
11 hosted by a religious organization;

12 (g) Limits a religious organization's availability to host safe  
13 parking efforts at its on-site parking lot, including limitations on  
14 any other congregationally sponsored uses and the parking available  
15 to support such uses during the hosting, except for limitations that  
16 are in accord with the following criteria that would govern if  
17 enacted by local ordinance or memorandum of understanding between the  
18 host religious organization and the jurisdiction:

19 (i) No less than one space may be devoted to safe parking per ten  
20 on-site parking spaces;

21 (ii) Restroom access must be provided either within the buildings  
22 on the property or through use of portable facilities, with the  
23 provision for proper disposal of waste if recreational vehicles are  
24 hosted; and

25 (iii) Religious organizations providing spaces for safe parking  
26 must continue to abide by any existing on-site parking minimum  
27 requirement so that the provision of safe parking spaces does not  
28 reduce the total number of available parking spaces below the minimum  
29 number of spaces required by the county, but a county may enter into  
30 a memorandum of understanding with a religious organization that  
31 reduces the minimum number of on-site parking spaces required;

32 (h) Limits a religious organization's availability to host an  
33 indoor overnight shelter in spaces with at least two accessible exits  
34 due to lack of sprinklers or other fire-related concerns, except  
35 that:

36 (i) If a county fire official finds that fire-related concerns  
37 associated with an indoor overnight shelter pose an imminent danger  
38 to persons within the shelter, the county may take action to limit  
39 the religious organization's availability to host the indoor  
40 overnight shelter; and

1 (ii) A county may require a host religious organization to enter  
2 into a memorandum of understanding for fire safety that includes  
3 local fire district inspections, an outline for appropriate emergency  
4 procedures, a determination of the most viable means to evacuate  
5 occupants from inside the host site with appropriate illuminated exit  
6 signage, panic bar exit doors, and a completed fire watch agreement  
7 indicating:

8 (A) Posted safe means of egress;

9 (B) Operable smoke detectors, carbon monoxide detectors as  
10 necessary, and fire extinguishers;

11 (C) A plan for monitors who spend the night awake and are  
12 familiar with emergency protocols, who have suitable communication  
13 devices, and who know how to contact the local fire department; or

14 (i) Limits a religious organization's ability to host temporary  
15 small houses on land owned or controlled by the religious  
16 organization, except for recommendations that are in accord with the  
17 following criteria:

18 (i) A renewable one-year duration agreed to by the host religious  
19 organization and local jurisdiction via a memorandum of  
20 understanding;

21 (ii) Maintaining a maximum unit square footage of one hundred  
22 twenty square feet, with units set at least six feet apart;

23 (iii) Electricity and heat, if provided, must be inspected by the  
24 local jurisdiction;

25 (iv) Space heaters, if provided, must be approved by the local  
26 fire authority;

27 (v) Doors and windows must be included and be lockable, with a  
28 recommendation that the managing agency and host religious  
29 organization also possess keys;

30 (vi) Each unit must have a fire extinguisher;

31 (vii) Adequate restrooms must be provided, including restrooms  
32 solely for families if present, along with handwashing and potable  
33 running water to be available if not provided within the individual  
34 units, including accommodating black water;

35 (viii) A recommendation for the host religious organization to  
36 partner with regional homeless service providers to develop pathways  
37 to permanent housing.

38 (3) (a) A county may enact an ordinance or regulation or take any  
39 other action that requires a host religious organization and a  
40 distinct managing agency using the religious organization's property,

1 owned or controlled by the religious organization, for hostings to  
2 include outdoor encampments, temporary small houses on-site, indoor  
3 overnight shelters, or vehicle resident safe parking to enter into a  
4 memorandum of understanding to protect the public health and safety  
5 of both the residents of the particular hosting and the residents of  
6 the county.

7 (b) At a minimum, the agreement must include information  
8 regarding: The right of a resident in an outdoor encampment, vehicle  
9 resident safe parking, temporary small house on-site, or indoor  
10 overnight shelter to seek public health and safety assistance, the  
11 resident's ability to access social services on-site, and the  
12 resident's ability to directly interact with the host religious  
13 organization, including the ability to express any concerns regarding  
14 the managing agency to the religious organization; a written code of  
15 conduct agreed to by the managing agency, if any, host religious  
16 organization, and all volunteers working with residents of the  
17 outdoor encampment, temporary small house on-site, indoor overnight  
18 shelter, or vehicle resident safe parking; and when a publicly funded  
19 managing agency exists, the ability for the host religious  
20 organization to interact with residents of the outdoor encampment,  
21 indoor overnight shelter, temporary small house on-site, or vehicle  
22 resident safe parking using a release of information.

23 (4) If required to do so by the county, any host religious  
24 organization performing any hosting of an outdoor encampment, vehicle  
25 resident safe parking, or indoor overnight shelter, or the host  
26 religious organization's managing agency, must ensure that the county  
27 or local law enforcement agency has completed sex offender checks of  
28 all adult residents and guests. The host religious organization  
29 retains the authority to allow such offenders to remain on the  
30 property. A host religious organization or host religious  
31 organization's managing agency performing any hosting of vehicle  
32 resident safe parking must inform vehicle residents how to comply  
33 with laws regarding the legal status of vehicles and drivers, and  
34 provide a written code of conduct consistent with area standards.

35 (5) Any host religious organization performing any hosting of an  
36 outdoor encampment, vehicle resident safe parking, temporary small  
37 house on-site, or indoor overnight shelter, with a publicly funded  
38 managing agency, must work with the county to utilize Washington's  
39 homeless client management information system, as provided for in RCW  
40 43.185C.180. When the religious organization does not partner with a

1 managing agency, the religious organization is encouraged to partner  
2 with a local homeless services provider using the Washington homeless  
3 client managing information system. Any managing agency receiving any  
4 funding from local continuum of care programs must utilize the  
5 homeless client management information system. Temporary, overnight,  
6 extreme weather shelter provided in religious organization buildings  
7 does not need to meet this requirement.

8 (6) For the purposes of this section((7)):

9 (a) "Managing agency" means an organization such as a religious  
10 organization or other organized entity that has the capacity to  
11 organize and manage a homeless outdoor encampment, temporary small  
12 houses on-site, indoor overnight shelter, and a vehicle resident safe  
13 parking program.

14 (b) "Outdoor encampment" means any temporary tent or structure  
15 encampment, or both.

16 (c) "Religious organization" means the federally protected  
17 practice of a recognized religious assembly, school, or institution  
18 that owns or controls real property.

19 (d) "Temporary" means not affixed to land permanently and not  
20 using underground utilities.

21 ((4)) (7)(a) Subsection (2) of this section does not affect a  
22 county policy, ordinance, memorandum of understanding, or applicable  
23 consent decree that regulates religious organizations' hosting of the  
24 homeless if such policies, ordinances, memoranda of understanding, or  
25 consent decrees:

26 (i) Exist prior to the effective date of this section;

27 (ii) Do not categorically prohibit the hosting of the homeless by  
28 religious organizations; and

29 (iii) Have not been previously ruled by a court to violate the  
30 religious land use and institutionalized persons act, 42 U.S.C. Sec.  
31 2000cc.

32 (b) If such policies, ordinances, memoranda of understanding, and  
33 consent decrees are amended after the effective date of this section,  
34 those amendments are not affected by subsection (2) of this section  
35 if those amendments satisfy (a)(ii) and (iii) of this subsection.

36 (8) An appointed or elected public official, public employee, or  
37 public agency as defined in RCW 4.24.470 is immune from civil  
38 liability for (a) damages arising from the permitting decisions for a  
39 temporary encampment for the homeless as provided in this section and  
40 (b) any conduct or unlawful activity that may occur as a result of

1 the temporary encampment for the homeless as provided in this  
2 section.

3 (9) A religious organization hosting outdoor encampments, vehicle  
4 resident safe parking, or indoor overnight shelters for the homeless  
5 that receives funds from any government agency may not refuse to host  
6 any resident or prospective resident because of age, sex, marital  
7 status, sexual orientation, race, creed, color, national origin,  
8 honorably discharged veteran or military status, or the presence of  
9 any sensory, mental, or physical disability or the use of a trained  
10 dog guide or service animal by a person with a disability, as these  
11 terms are defined in RCW 49.60.040.

12 (10)(a) Prior to the opening of an outdoor encampment, indoor  
13 overnight shelter, temporary small house on-site, or vehicle resident  
14 safe parking, a religious organization hosting the homeless on  
15 property owned or controlled by the religious organization must host  
16 a meeting open to the public for the purpose of providing a forum for  
17 discussion of related neighborhood concerns, unless the use is in  
18 response to a declared emergency. The religious organization must  
19 provide written notice of the meeting to the county legislative  
20 authority at least one week if possible but no later than ninety-six  
21 hours prior to the meeting. The notice must specify the time, place,  
22 and purpose of the meeting.

23 (b) A county must provide community notice of the meeting  
24 described in (a) of this subsection by taking at least two of the  
25 following actions at any time prior to the time of the meeting:

26 (i) Delivering to each local newspaper of general circulation and  
27 local radio or television station that has on file with the governing  
28 body a written request to be notified of special meetings;

29 (ii) Posting on the county's web site. A county is not required  
30 to post a special meeting notice on its web site if it: (A) Does not  
31 have a web site; (B) employs fewer than ten full-time equivalent  
32 employees; or (C) does not employ personnel whose duty, as defined by  
33 a job description or existing contract, is to maintain or update the  
34 web site;

35 (iii) Prominently displaying, on signage at least two feet in  
36 height and two feet in width, one or more meeting notices that can be  
37 placed on or adjacent to the main arterials in proximity to the  
38 location of the meeting; or

39 (iv) Prominently displaying the notice at the meeting site.

1       **Sec. 3.** RCW 35.21.915 and 2010 c 175 s 3 are each amended to  
2 read as follows:

3       (1) A religious organization may host (~~temporary encampments~~  
4 ~~for~~) the homeless on property owned or controlled by the religious  
5 organization whether within buildings located on the property or  
6 elsewhere on the property outside of buildings.

7       (2) Except as provided in subsection (7) of this section, a city  
8 or town may not enact an ordinance or regulation or take any other  
9 action that:

10       (a) Imposes conditions other than those necessary to protect  
11 public health and safety and that do not substantially burden the  
12 decisions or actions of a religious organization regarding the  
13 location of housing or shelter, such as an outdoor encampment, indoor  
14 overnight shelter, temporary small house on-site, or vehicle resident  
15 safe parking, for homeless persons on property owned or controlled by  
16 the religious organization;

17       (b) Requires a religious organization to obtain insurance  
18 pertaining to the liability of a municipality with respect to  
19 homeless persons housed on property owned by a religious organization  
20 or otherwise requires the religious organization to indemnify the  
21 municipality against such liability; (~~or~~)

22       (c) Imposes permit fees in excess of the actual costs associated  
23 with the review and approval of (~~the required~~) permit applications.  
24 A city or town has discretion to reduce or waive permit fees for a  
25 religious organization that is hosting the homeless;

26       (d) Specifically limits a religious organization's availability  
27 to host an outdoor encampment on its property or property controlled  
28 by the religious organization to fewer than six months during any  
29 calendar year. However, a city or town may enact an ordinance or  
30 regulation that requires a separation of time of no more than three  
31 months between subsequent or established outdoor encampments at a  
32 particular site;

33       (e) Specifically limits a religious organization's outdoor  
34 encampment hosting term to fewer than four consecutive months;

35       (f) Limits the number of simultaneous religious organization  
36 outdoor encampment hostings within the same municipality during any  
37 given period of time. Simultaneous and adjacent hostings of outdoor  
38 encampments by religious organizations may be limited if located  
39 within one thousand feet of another outdoor encampment concurrently  
40 hosted by a religious organization;

1 (g) Limits a religious organization's availability to host safe  
2 parking efforts at its on-site parking lot, including limitations on  
3 any other congregationally sponsored uses and the parking available  
4 to support such uses during the hosting, except for limitations that  
5 are in accord with the following criteria that would govern if  
6 enacted by local ordinance or memorandum of understanding between the  
7 host religious organization and the jurisdiction:

8 (i) No less than one space may be devoted to safe parking per ten  
9 on-site parking spaces;

10 (ii) Restroom access must be provided either within the buildings  
11 on the property or through use of portable facilities, with the  
12 provision for proper disposal of waste if recreational vehicles are  
13 hosted; and

14 (iii) Religious organizations providing spaces for safe parking  
15 must continue to abide by any existing on-site parking minimum  
16 requirement so that the provision of safe parking spaces does not  
17 reduce the total number of available parking spaces below the minimum  
18 number of spaces required by the city or town, but a city or town may  
19 enter into a memorandum of understanding with a religious  
20 organization that reduces the minimum number of on-site parking  
21 spaces required;

22 (h) Limits a religious organization's availability to host an  
23 indoor overnight shelter in spaces with at least two accessible exits  
24 due to lack of sprinklers or other fire-related concerns, except  
25 that:

26 (i) If a city or town fire official finds that fire-related  
27 concerns associated with an indoor overnight shelter pose an imminent  
28 danger to persons within the shelter, the city or town may take  
29 action to limit the religious organization's availability to host the  
30 indoor overnight shelter; and

31 (ii) A city or town may require a host religious organization to  
32 enter into a memorandum of understanding for fire safety that  
33 includes local fire district inspections, an outline for appropriate  
34 emergency procedures, a determination of the most viable means to  
35 evacuate occupants from inside the host site with appropriate  
36 illuminated exit signage, panic bar exit doors, and a completed fire  
37 watch agreement indicating:

38 (A) Posted safe means of egress;

39 (B) Operable smoke detectors, carbon monoxide detectors as  
40 necessary, and fire extinguishers;

1 (C) A plan for monitors who spend the night awake and are  
2 familiar with emergency protocols, who have suitable communication  
3 devices, and who know how to contact the local fire department; or

4 (i) Limits a religious organization's ability to host temporary  
5 small houses on land owned or controlled by the religious  
6 organization, except for recommendations that are in accord with the  
7 following criteria:

8 (i) A renewable one-year duration agreed to by the host religious  
9 organization and local jurisdiction via a memorandum of  
10 understanding;

11 (ii) Maintaining a maximum unit square footage of one hundred  
12 twenty square feet, with units set at least six feet apart;

13 (iii) Electricity and heat, if provided, must be inspected by the  
14 local jurisdiction;

15 (iv) Space heaters, if provided, must be approved by the local  
16 fire authority;

17 (v) Doors and windows must be included and be lockable, with a  
18 recommendation that the managing agency and host religious  
19 organization also possess keys;

20 (vi) Each unit must have a fire extinguisher;

21 (vii) Adequate restrooms must be provided, including restrooms  
22 solely for families if present, along with handwashing and potable  
23 running water to be available if not provided within the individual  
24 units, including accommodating black water;

25 (viii) A recommendation for the host religious organization to  
26 partner with regional homeless service providers to develop pathways  
27 to permanent housing.

28 (3)(a) A city or town may enact an ordinance or regulation or  
29 take any other action that requires a host religious organization and  
30 a distinct managing agency using the religious organization's  
31 property, owned or controlled by the religious organization, for  
32 hostings to include outdoor encampments, temporary small houses on-  
33 site, indoor overnight shelters, or vehicle resident safe parking to  
34 enter into a memorandum of understanding to protect the public health  
35 and safety of both the residents of the particular hosting and the  
36 residents of the city or town.

37 (b) At a minimum, the agreement must include information  
38 regarding: The right of a resident in an outdoor encampment, vehicle  
39 resident safe parking, temporary small house on-site, or indoor  
40 overnight shelter to seek public health and safety assistance, the

1 resident's ability to access social services on-site, and the  
2 resident's ability to directly interact with the host religious  
3 organization, including the ability to express any concerns regarding  
4 the managing agency to the religious organization; a written code of  
5 conduct agreed to by the managing agency, if any, host religious  
6 organization, and all volunteers working with residents of the  
7 outdoor encampment, temporary small house on-site, indoor overnight  
8 shelter, or vehicle resident safe parking; and when a publicly funded  
9 managing agency exists, the ability for the host religious  
10 organization to interact with residents of the outdoor encampment,  
11 indoor overnight shelter, temporary small house on-site, or vehicle  
12 resident safe parking using a release of information.

13 (4) If required to do so by a city or town, any host religious  
14 organization performing any hosting of an outdoor encampment, vehicle  
15 resident safe parking, or indoor overnight shelter, or the host  
16 religious organization's managing agency, must ensure that the city  
17 or town or local law enforcement agency has completed sex offender  
18 checks of all adult residents and guests. The host religious  
19 organization retains the authority to allow such offenders to remain  
20 on the property. A host religious organization or host religious  
21 organization's managing agency performing any hosting of vehicle  
22 resident safe parking must inform vehicle residents how to comply  
23 with laws regarding the legal status of vehicles and drivers, and  
24 provide a written code of conduct consistent with area standards.

25 (5) Any host religious organization performing any hosting of an  
26 outdoor encampment, vehicle resident safe parking, temporary small  
27 house on-site, or indoor overnight shelter, with a publicly funded  
28 managing agency, must work with the city or town to utilize  
29 Washington's homeless client management information system, as  
30 provided for in RCW 43.185C.180. When the religious organization does  
31 not partner with a managing agency, the religious organization is  
32 encouraged to partner with a local homeless services provider using  
33 the Washington homeless client managing information system. Any  
34 managing agency receiving any funding from local continuum of care  
35 programs must utilize the homeless client management information  
36 system. Temporary, overnight, extreme weather shelter provided in  
37 religious organization buildings does not need to meet this  
38 requirement.

39 (6) For the purposes of this section((7)):

1 (a) "Managing agency" means an organization such as a religious  
2 organization or other organized entity that has the capacity to  
3 organize and manage a homeless outdoor encampment, temporary small  
4 houses on-site, indoor overnight shelter, and a vehicle resident safe  
5 parking program.

6 (b) "Outdoor encampment" means any temporary tent or structure  
7 encampment, or both.

8 (c) "Religious organization" means the federally protected  
9 practice of a recognized religious assembly, school, or institution  
10 that owns or controls real property.

11 (d) "Temporary" means not affixed to land permanently and not  
12 using underground utilities.

13 ((4)) (7)(a) Subsection (2) of this section does not affect a  
14 city or town policy, ordinance, memorandum of understanding, or  
15 applicable consent decree that regulates religious organizations'  
16 hosting of the homeless if such policies, ordinances, memoranda of  
17 understanding, or consent decrees:

18 (i) Exist prior to the effective date of this section;

19 (ii) Do not categorically prohibit the hosting of the homeless by  
20 religious organizations; and

21 (iii) Have not been previously ruled by a court to violate the  
22 religious land use and institutionalized persons act, 42 U.S.C. Sec.  
23 2000cc.

24 (b) If such policies, ordinances, memoranda of understanding, and  
25 consent decrees are amended after the effective date of this section,  
26 those amendments are not affected by subsection (2) of this section  
27 if those amendments satisfy (a) (ii) and (iii) of this subsection.

28 (8) An appointed or elected public official, public employee, or  
29 public agency as defined in RCW 4.24.470 is immune from civil  
30 liability for (a) damages arising from the permitting decisions for a  
31 temporary encampment for the homeless as provided in this section and  
32 (b) any conduct or unlawful activity that may occur as a result of  
33 the temporary encampment for the homeless as provided in this  
34 section.

35 (9) A religious organization hosting outdoor encampments, vehicle  
36 resident safe parking, or indoor overnight shelters for the homeless  
37 that receives funds from any government agency may not refuse to host  
38 any resident or prospective resident because of age, sex, marital  
39 status, sexual orientation, race, creed, color, national origin,  
40 honorably discharged veteran or military status, or the presence of

1 any sensory, mental, or physical disability or the use of a trained  
2 dog guide or service animal by a person with a disability, as these  
3 terms are defined in RCW 49.60.040.

4 (10)(a) Prior to the opening of an outdoor encampment, indoor  
5 overnight shelter, temporary small house on-site, or vehicle resident  
6 safe parking, a religious organization hosting the homeless on  
7 property owned or controlled by the religious organization must host  
8 a meeting open to the public for the purpose of providing a forum for  
9 discussion of related neighborhood concerns, unless the use is in  
10 response to a declared emergency. The religious organization must  
11 provide written notice of the meeting to the city or town legislative  
12 authority at least one week if possible but no later than ninety-six  
13 hours prior to the meeting. The notice must specify the time, place,  
14 and purpose of the meeting.

15 (b) A city or town must provide community notice of the meeting  
16 described in (a) of this subsection by taking at least two of the  
17 following actions at any time prior to the time of the meeting:

18 (i) Delivering to each local newspaper of general circulation and  
19 local radio or television station that has on file with the governing  
20 body a written request to be notified of special meetings;

21 (ii) Posting on the city or town's web site. A city or town is  
22 not required to post a special meeting notice on its web site if it:  
23 (A) Does not have a web site; (B) employs fewer than ten full-time  
24 equivalent employees; or (C) does not employ personnel whose duty, as  
25 defined by a job description or existing contract, is to maintain or  
26 update the web site;

27 (iii) Prominently displaying, on signage at least two feet in  
28 height and two feet in width, one or more meeting notices that can be  
29 placed on or adjacent to the main arterials in proximity to the  
30 location of the meeting; or

31 (iv) Prominently displaying the notice at the meeting site.

32 **Sec. 4.** RCW 35A.21.360 and 2010 c 175 s 4 are each amended to  
33 read as follows:

34 (1) A religious organization may host (~~temporary encampments~~  
35 ~~for~~) the homeless on property owned or controlled by the religious  
36 organization whether within buildings located on the property or  
37 elsewhere on the property outside of buildings.

1       (2) Except as provided in subsection (7) of this section, a code  
2 city may not enact an ordinance or regulation or take any other  
3 action that:

4       (a) Imposes conditions other than those necessary to protect  
5 public health and safety and that do not substantially burden the  
6 decisions or actions of a religious organization regarding the  
7 location of housing or shelter, such as an outdoor encampment, indoor  
8 overnight shelter, temporary small house on-site, or vehicle resident  
9 safe parking, for homeless persons on property owned or controlled by  
10 the religious organization;

11       (b) Requires a religious organization to obtain insurance  
12 pertaining to the liability of a municipality with respect to  
13 homeless persons housed on property owned by a religious organization  
14 or otherwise requires the religious organization to indemnify the  
15 municipality against such liability; ~~((or))~~

16       (c) Imposes permit fees in excess of the actual costs associated  
17 with the review and approval of ~~((the required))~~ permit applications.  
18 A code city has discretion to reduce or waive permit fees for a  
19 religious organization that is hosting the homeless;

20       (d) Specifically limits a religious organization's availability  
21 to host an outdoor encampment on its property or property controlled  
22 by the religious organization to fewer than six months during any  
23 calendar year. However, a code city may enact an ordinance or  
24 regulation that requires a separation of time of no more than three  
25 months between subsequent or established outdoor encampments at a  
26 particular site;

27       (e) Specifically limits a religious organization's outdoor  
28 encampment hosting term to fewer than four consecutive months;

29       (f) Limits the number of simultaneous religious organization  
30 outdoor encampment hostings within the same municipality during any  
31 given period of time. Simultaneous and adjacent hostings of outdoor  
32 encampments by religious organizations may be limited if located  
33 within one thousand feet of another outdoor encampment concurrently  
34 hosted by a religious organization;

35       (g) Limits a religious organization's availability to host safe  
36 parking efforts at its on-site parking lot, including limitations on  
37 any other congregationally sponsored uses and the parking available  
38 to support such uses during the hosting, except for limitations that  
39 are in accord with the following criteria that would govern if

1 enacted by local ordinance or memorandum of understanding between the  
2 host religious organization and the jurisdiction:

3 (i) No less than one space may be devoted to safe parking per ten  
4 on-site parking spaces;

5 (ii) Restroom access must be provided either within the buildings  
6 on the property or through use of portable facilities, with the  
7 provision for proper disposal of waste if recreational vehicles are  
8 hosted; and

9 (iii) Religious organizations providing spaces for safe parking  
10 must continue to abide by any existing on-site parking minimum  
11 requirement so that the provision of safe parking spaces does not  
12 reduce the total number of available parking spaces below the minimum  
13 number of spaces required by the code city, but a code city may enter  
14 into a memorandum of understanding with a religious organization that  
15 reduces the minimum number of on-site parking spaces required;

16 (h) Limits a religious organization's availability to host an  
17 indoor overnight shelter in spaces with at least two accessible exits  
18 due to lack of sprinklers or other fire-related concerns, except  
19 that:

20 (i) If a code city fire official finds that fire-related concerns  
21 associated with an indoor overnight shelter pose an imminent danger  
22 to persons within the shelter, the code city may take action to limit  
23 the religious organization's availability to host the indoor  
24 overnight shelter; and

25 (ii) A code city may require a host religious organization to  
26 enter into a memorandum of understanding for fire safety that  
27 includes local fire district inspections, an outline for appropriate  
28 emergency procedures, a determination of the most viable means to  
29 evacuate occupants from inside the host site with appropriate  
30 illuminated exit signage, panic bar exit doors, and a completed fire  
31 watch agreement indicating:

32 (A) Posted safe means of egress;

33 (B) Operable smoke detectors, carbon monoxide detectors as  
34 necessary, and fire extinguishers;

35 (C) A plan for monitors who spend the night awake and are  
36 familiar with emergency protocols, who have suitable communication  
37 devices, and who know how to contact the local fire department; or

38 (i) Limits a religious organization's ability to host temporary  
39 small houses on land owned or controlled by the religious

1 organization, except for recommendations that are in accord with the  
2 following criteria:

3 (i) A renewable one-year duration agreed to by the host religious  
4 organization and local jurisdiction via a memorandum of  
5 understanding;

6 (ii) Maintaining a maximum unit square footage of one hundred  
7 twenty square feet, with units set at least six feet apart;

8 (iii) Electricity and heat, if provided, must be inspected by the  
9 local jurisdiction;

10 (iv) Space heaters, if provided, must be approved by the local  
11 fire authority;

12 (v) Doors and windows must be included and be lockable, with a  
13 recommendation that the managing agency and host religious  
14 organization also possess keys;

15 (vi) Each unit must have a fire extinguisher;

16 (vii) Adequate restrooms must be provided, including restrooms  
17 solely for families if present, along with handwashing and potable  
18 running water to be available if not provided within the individual  
19 units, including accommodating black water;

20 (viii) A recommendation for the host religious organization to  
21 partner with regional homeless service providers to develop pathways  
22 to permanent housing.

23 (3)(a) A code city may enact an ordinance or regulation or take  
24 any other action that requires a host religious organization and a  
25 distinct managing agency using the religious organization's property,  
26 owned or controlled by the religious organization, for hostings to  
27 include outdoor encampments, temporary small houses on-site, indoor  
28 overnight shelters, or vehicle resident safe parking to enter into a  
29 memorandum of understanding to protect the public health and safety  
30 of both the residents of the particular hosting and the residents of  
31 the code city.

32 (b) At a minimum, the agreement must include information  
33 regarding: The right of a resident in an outdoor encampment, vehicle  
34 resident safe parking, temporary small house on-site, or indoor  
35 overnight shelter to seek public health and safety assistance, the  
36 resident's ability to access social services on-site, and the  
37 resident's ability to directly interact with the host religious  
38 organization, including the ability to express any concerns regarding  
39 the managing agency to the religious organization; a written code of  
40 conduct agreed to by the managing agency, if any, host religious

1 organization, and all volunteers working with residents of the  
2 outdoor encampment, temporary small house on-site, indoor overnight  
3 shelter, or vehicle resident safe parking; and when a publicly funded  
4 managing agency exists, the ability for the host religious  
5 organization to interact with residents of the outdoor encampment,  
6 indoor overnight shelter, temporary small house on-site, or vehicle  
7 resident safe parking using a release of information.

8 (4) If required to do so by a code city, any host religious  
9 organization performing any hosting of an outdoor encampment, vehicle  
10 resident safe parking, or indoor overnight shelter, or the host  
11 religious organization's managing agency, must ensure that the code  
12 city or local law enforcement agency has completed sex offender  
13 checks of all adult residents and guests. The host religious  
14 organization retains the authority to allow such offenders to remain  
15 on the property. A host religious organization or host religious  
16 organization's managing agency performing any hosting of vehicle  
17 resident safe parking must inform vehicle residents how to comply  
18 with laws regarding the legal status of vehicles and drivers, and  
19 provide a written code of conduct consistent with area standards.

20 (5) Any host religious organization performing any hosting of an  
21 outdoor encampment, vehicle resident safe parking, temporary small  
22 house on-site, or indoor overnight shelter, with a publicly funded  
23 managing agency, must work with the code city to utilize Washington's  
24 homeless client management information system, as provided for in RCW  
25 43.185C.180. When the religious organization does not partner with a  
26 managing agency, the religious organization is encouraged to partner  
27 with a local homeless services provider using the Washington homeless  
28 client managing information system. Any managing agency receiving any  
29 funding from local continuum of care programs must utilize the  
30 homeless client management information system. Temporary, overnight,  
31 extreme weather shelter provided in religious organization buildings  
32 does not need to meet this requirement.

33 (6) For the purposes of this section((7)):

34 (a) "Managing agency" means an organization such as a religious  
35 organization or other organized entity that has the capacity to  
36 organize and manage a homeless outdoor encampment, temporary small  
37 houses on-site, indoor overnight shelter, and a vehicle resident safe  
38 parking program.

39 (b) "Outdoor encampment" means any temporary tent or structure  
40 encampment, or both.

1        (c) "Religious organization" means the federally protected  
2 practice of a recognized religious assembly, school, or institution  
3 that owns or controls real property.

4        (d) "Temporary" means not affixed to land permanently and not  
5 using underground utilities.

6        ~~((4))~~ (7)(a) Subsection (2) of this section does not affect a  
7 code city policy, ordinance, memorandum of understanding, or  
8 applicable consent decree that regulates religious organizations'  
9 hosting of the homeless if such policies, ordinances, memoranda of  
10 understanding, or consent decrees:

11        (i) Exist prior to the effective date of this section;

12        (ii) Do not categorically prohibit the hosting of the homeless by  
13 religious organizations; and

14        (iii) Have not been previously ruled by a court to violate the  
15 religious land use and institutionalized persons act, 42 U.S.C. Sec.  
16 2000cc.

17        (b) If such policies, ordinances, memoranda of understanding, and  
18 consent decrees are amended after the effective date of this section,  
19 those amendments are not affected by subsection (2) of this section  
20 if those amendments satisfy (a)(ii) and (iii) of this subsection.

21        (8) An appointed or elected public official, public employee, or  
22 public agency as defined in RCW 4.24.470 is immune from civil  
23 liability for (a) damages arising from the permitting decisions for a  
24 temporary encampment for the homeless as provided in this section and  
25 (b) any conduct or unlawful activity that may occur as a result of  
26 the temporary encampment for the homeless as provided in this  
27 section.

28        (9) A religious organization hosting outdoor encampments, vehicle  
29 resident safe parking, or indoor overnight shelters for the homeless  
30 that receives funds from any government agency may not refuse to host  
31 any resident or prospective resident because of age, sex, marital  
32 status, sexual orientation, race, creed, color, national origin,  
33 honorably discharged veteran or military status, or the presence of  
34 any sensory, mental, or physical disability or the use of a trained  
35 dog guide or service animal by a person with a disability, as these  
36 terms are defined in RCW 49.60.040.

37        (10)(a) Prior to the opening of an outdoor encampment, indoor  
38 overnight shelter, temporary small house on-site, or vehicle resident  
39 safe parking, a religious organization hosting the homeless on  
40 property owned or controlled by the religious organization must host

1 a meeting open to the public for the purpose of providing a forum for  
2 discussion of related neighborhood concerns, unless the use is in  
3 response to a declared emergency. The religious organization must  
4 provide written notice of the meeting to the code city legislative  
5 authority at least one week if possible but no later than ninety-six  
6 hours prior to the meeting. The notice must specify the time, place,  
7 and purpose of the meeting.

8 (b) A code city must provide community notice of the meeting  
9 described in (a) of this subsection by taking at least two of the  
10 following actions at any time prior to the time of the meeting:

11 (i) Delivering to each local newspaper of general circulation and  
12 local radio or television station that has on file with the governing  
13 body a written request to be notified of special meetings;

14 (ii) Posting on the code city's web site. A code city is not  
15 required to post a special meeting notice on its web site if it: (A)  
16 Does not have a web site; (B) employs fewer than ten full-time  
17 equivalent employees; or (C) does not employ personnel whose duty, as  
18 defined by a job description or existing contract, is to maintain or  
19 update the web site;

20 (iii) Prominently displaying, on signage at least two feet in  
21 height and two feet in width, one or more meeting notices that can be  
22 placed on or adjacent to the main arterials in proximity to the  
23 location of the meeting; or

24 (iv) Prominently displaying the notice at the meeting site.

Passed by the House March 7, 2020.

Passed by the Senate March 3, 2020.

Approved by the Governor March 31, 2020.

Filed in Office of Secretary of State March 31, 2020.

--- END ---



# MONROE CITY COUNCIL

## Agenda Bill No. 20-078

<b>SUBJECT:</b>	<b>Ordinance No. 006/2020, Amending MMC 3.54.130, Transportation Impact Fees; First Reading</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Public Works Design & Construction	Scott Peterson	Scott Peterson	New Business #2

**Discussion:** 06/09/2020  
**First Reading:** 06/09/2020  
**Attachments:** 1. Draft Ordinance No. 006/2020

**REQUESTED ACTION:** Move to accept as first reading Ordinance No. 006/2020, amending Chapter 3.54.130 MMC, Transportation Impact Fees; updating the City’s codified transportation impact fee schedule pursuant to MMC 3.54.130; providing for severability; and establishing an effective date.

### POLICY CONSIDERATIONS

*MMC 3.54.130(G) requires annual adjustment of the impact fees. Updating the fees will require changes to the Monroe Municipal Code, which shall be done by ordinance.*

### DESCRIPTION/BACKGROUND

Monroe Municipal Code (MMC) 3.54.130 establishes fees to be paid by new growth and development toward sharing the cost in improving the City’s street infrastructure. Code amendments to MMC 3.54.130, Calculation of Impact fees, have been proposed to fulfill the requirements of MMC 3.54.130(G), which requires that impact fees be adjusted “*annually in accordance with a five-year rolling average of the Washington State Department of Transportation Construction Cost Index (CCI), coinciding with the City’s annual adoption of its six-year street plan.*”

The Washington State Department of Transportation’s CCI data is presented in the table below:

Year	CCI Value
2015	266.80
2016	266.30
2017	274.41
2018	289.98
2019	293.60
<b>Average</b>	<b>277.18</b>

The average CCI used in last year’s Transportation Impact Fee update was 273.60. This year’s average CCI represents a 1.3 percent increase. Therefore, the fees are proposed to increase by this percentage as shown in the following table:

Land Use	Unit of Measure	Current Impact Fee	Proposed Impact Fee
Single Family (1 or 2 dwelling units)	Dwelling Unit	\$3,524	<b>\$3,570</b>
Multifamily (3 or more dwelling units)	Dwelling Unit	\$2,009	<b>\$2,035</b>

Senior Housing	Dwelling Unit	\$951	<b>\$963</b>
Commercial Services	SF GFA	\$14.02	<b>\$14.20</b>
School	Student	\$457.69	<b>\$463.64</b>
Institutional	SF GFA	\$2.61	<b>\$2.64</b>
Light Industry/Industrial Park	SF GFA	\$3.20	<b>\$3.24</b>
Warehousing/Storage	SF GFA	\$1.58	<b>\$1.60</b>
Restaurant	SF GFA	\$17.80	<b>\$18.03</b>
General Retail	SF GFA	\$8.63	<b>\$8.74</b>
Supermarket	SF GFA	\$21.39	<b>\$21.67</b>
Administrative Office	SF GFA	\$5.24	<b>\$5.31</b>
Medical Office/Dental Clinic	SF GFA	\$12.58	<b>\$12.74</b>

#### **IMPACT – BUDGET**

Not a significant budget impact. Rates are increasing by 1.3% to offset the region's construction inflationary costs.

#### **TIME CONSTRAINTS**

Amendments to the traffic impact fees are to coincide with the City's annual adoption of its six-year transportation improvement plan and fees resolution. The ordinance adoption is proposed to occur during the next regular business meeting on June 23, 2020.

#### **ALTERNATIVES**

Do not accept for first reading and provide direction to the Mayor and City Staff regarding areas of concern. Not proceeding with the ordinance will require amendments to the Municipal Code, since MMC 3.54.130(G) identifies the requirement. This section also links the timeline with the adoption of the 6-Year street program (6-Year TIP), which must be done by June 30<sup>th</sup> per State law.

**CITY OF MONROE  
ORDINANCE NO. 006/2020**

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 3.54 MMC, TRANSPORTATION IMPACT FEES; UPDATING THE CITY'S CODIFIED TRANSPORTATION IMPACT FEE SCHEDULE PURSUANT TO MMC 3.54.130; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, pursuant to Chapter 82.02 RCW, the City of Monroe has adopted and codified at Chapter 3.54 MMC standards and procedures for imposing transportation impact fees on development activity within the City in order to fund transportation system improvements necessary to serve such development; and

WHEREAS, pursuant to MMC 3.54.130(G) impact fees shall be adjusted annually in accordance with a five-year rolling average of the Washington State Department of Transportation Construction Cost Index (CCI); and

WHEREAS, the current five-year rolling average of the CCI has increased by 1.3 percent over the previous five-year rolling average of the CCI.

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

Section 1. Amendment of MMC 3.54.130. Subsection 3.54.130(B), Environment – Transportation impact fees – Calculation of impact fees, of the Monroe Municipal Code is hereby amended as follows:

B. Each applicant for development shall pay its share in accordance with the following:

Land Use	Unit of Measure	Impact Fee Rate
Single Family (1 or 2 dwelling units)	Dwelling Unit	<del>\$((3,524))</del> <u>3,570</u>
Multifamily (3 or more dwelling units)	Dwelling Unit	<del>\$((2,009))</del> <u>2,035</u>
Senior Housing	Dwelling Unit	<del>\$((951))</del> <u>963</u>
Commercial Services	SF GFA	<del>\$((14.02))</del> <u>14.20</u>
School	Student	<del>\$((457.69))</del> <u>463.64</u>
Institutional	SF GFA	<del>\$((2.64))</del> <u>2.64</u>
Light Industry/Industrial Park	SF GFA	<del>\$((3.20))</del> <u>3.24</u>
Warehousing/Storage	SF GFA	<del>\$((1.58))</del> <u>1.60</u>
Restaurant	SF GFA	<del>\$((17.80))</del> <u>18.03</u>

Land Use	Unit of Measure	Impact Fee Rate
General Retail	SF GFA	\$ <del>((8.63))</del> <u>8.74</u>
Supermarket	SF GFA	\$ <del>((21.39))</del> <u>21.67</u>
Administrative Office	SF GFA	\$ <del>((5.24))</del> <u>5.31</u>
Medical Office/Dental Clinic	SF GFA	\$ <del>((12.58))</del> <u>12.74</u>

Exception: Permitted accessory dwelling units (as defined in MMC 22.12) contained within the structure of the primary dwelling unit or detached from the primary dwelling unit shall be exempt from transportation impact fees.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. 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.

1<sup>st</sup> Reading: June 09, 2020  
 Adoption:  
 Published:  
 Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Rabbecca R. Hasart, Interim City Clerk

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-079

<b>SUBJECT:</b>	<b>Approval of a Contract between the City of Monroe and the Washington State Department of Commerce for receipt of Coronavirus Relief Funds.</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/09/2020	Administration	Rich Huebner Deborah Knight	Rich Huebner	New Business Item #3

**Discussion:** 06/09/2020

- Attachments:**
1. Proposed Coronavirus Relief Funds (CRF) Budget Summary
  2. Coronavirus Relief Funds (CRF) Contract
  3. Coronavirus Relief Funds (CRF) Working Papers

**REQUESTED ACTION:** Approve and authorize the Mayor to execute an agreement with the Washington State Department of Commerce for receipt by the City of \$577,500 in funds allocated by the State from its Coronavirus Relief Funds.

### POLICY CONSIDERATION:

*On March 24, 2020, Governor Jay Inslee issued Proclamation 20-28, relating to the Open Public Meetings Act and Public Records Act; the proclamation restricted the ability of public agencies to take action to only those actions that are necessary and routine, or to respond to the COVID-19 outbreak and public health emergency. The proclamation was initially effective through April 23, 2020, subsequently extended through May 4, 2020 and currently in effect until May 31, 2020, subject to further extension.*

*Funds awarded to local government agencies through the state’s Coronavirus Relief Funds (CRF) are specifically intended to provide local government agencies with financial assistance to respond to the COVID-19 outbreak. Per CRF guidelines, a contract must be executed between the City and the Washington State Department of Commerce before the city may receive its allocated funds. Approval and execution of the proposed contract meets both the necessary and routine, and necessary to respond to the COVID-19 outbreak requirements of Proclamation 20-28.*

### DESCRIPTION/BACKGROUND:

On April 27, 2020, Governor Jay Inslee announced the award of nearly \$300 million of Coronavirus Relief Funds (CRF) to local government agencies; CRF funds are made available through the state’s allocation of Coronavirus Aid, Relief and Economic Security (CARES) Act funding.

The City of Monroe has been awarded \$577,500 in CRF funds, based on proportional awards issued pursuant to 2019 population estimates for each jurisdiction. Funds are made available on a reimbursement basis, and will be remitted to the City following submission of a request for reimbursement to Washington State Department of Commerce (COM).

CRF funds may not be used to fill shortfalls in revenue. Under the CARES Act, CRF funds may be used for (emphasis added):

1. **Necessary** expenditures incurred due to the COVID-19 public health emergency.
2. Expenses that **are not** accounted for in the budget most recently approved as of March 27, 2020.

There are six (6) primary cost categories in which eligible expenses may accrue, with examples:

1. Medical Expenses
  - a. Public hospitals, clinics, and similar facilities
  - b. Temporary public medical facilities & increased capacity
  - c. COVID-19 testing
  - d. Emergency medical response expenses
  - e. Telemedicine capabilities
2. Public Health Expenses
  - a. Communication and enforcement of public health measures
  - b. Medical and protective supplies, including sanitation and PPE
  - c. Disinfecting public areas and other facilities
  - d. Technical assistance on COVID-19 threat mitigation
  - e. Public safety measures undertaken
  - f. Quarantining individuals
3. Payroll expenses for public employees for services dedicated to COVID-19 response
  - a. Public Safety
  - b. Public Health
  - c. Health Care
  - d. Human Services
  - e. Economic Development
4. Expenses to facilitate compliance with COVID-19 measures
  - 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 expenses in county jails
  - f. Care and mitigation services for homeless populations
5. Economic Support
  - a. Small Business Grants for business interruptions
  - b. Payroll Support Programs
6. Other COVID-19-related expenses reasonably necessary to the function of government

**FISCAL IMPACT:**

Approval would provide access to an additional \$577,500 to assist the City in responding to the COVID-19 public health emergency. Failure to approve the proposed contract would cause the City to forfeit access to these funds.

**TIME CONSTRAINTS:**

1. Per CRF guidelines, the Department of Commerce (COM) may only reimburse for eligible expenses incurred between March 1 and October 31, 2020.
2. As the award of funds is reimbursement based, the city must **expend** revenues on eligible expenses no later than October 31, 2020, and submit to the DOC a final request for reimbursement no later than November 15, 2020.

**ALTERNATIVES:**

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



## Agenda Bill No. 20-079

### Attachment No. 1

<b>SUBJECT:</b>	<b><i>Proposed Coronavirus Relief Funds (CRF) Budget Summary</i></b>
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#### DESCRIPTION/BACKGROUND

In anticipation of submitting this Agenda Bill for Council review and action, Mayor Geoffrey Thomas requested staff prepare a proposed budget, detailing Coronavirus Relief Funds (CRF) eligible expenses previously incurred and anticipated.

The unit and allocation details for the proposed CRF budget is as follows:

<b>Coronavirus Relief Funds (CRF) Budget Summary</b>	<b>Spent (Through April 30, 2020)</b>	<b>Future</b>	<b>Total</b>
Consultant Services	\$925.00	\$40,000.00	\$40,925.00
Facilities	\$2,307.86	\$209,730.77	\$212,038.63
Grants	\$0.00	\$110,000.00	\$110,000.00
IT	\$19,201.08	\$181,493.98	\$200,695.06
Salary & Benefits	\$13,046.41	\$15,000.00	\$28,046.41
Supplies & Equipment	\$8,284.14	\$7,126.78	\$15,410.92
<b>Total</b>	<b>\$43,764.49</b>	<b>\$563,351.53</b>	<b>\$607,116.02</b>

Examples of expenses previously remitted or anticipated for each of the above budget units include:

1. **Consultant Services:** Contracts with service providers to provide economic development assistance, human service programs, outreach communication, etc.
2. **Facilities:** Facility improvements and purchases to ensure customer and employee health and safety.
3. **Grants:** Proposed city grant program to provide relief to local small businesses which have experienced losses related to COVID-19, and to non-profit agencies which provide human service programs to residents impacted by COVID-19.
4. **IT:** Purchase of technology and equipment to implement and improve teleworking capabilities for city employees.
5. **Salary & Benefits:** Payroll expenses for public safety employees engaged in activities directly related to COVID-19 response, and paid sick and family leave for employees impacted by COVID-19.
6. **Supplies & Equipment:** Purchase of sanitizing supplies and Personal Protective Equipment (PPE) to ensure proper disinfection of public facilities and the health and safety of customers and public employees.



**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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## FACE SHEET

Contract Number: «Contract\_Number»

**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 Street Monroe, WA 98272		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative</b> Geoffrey Thomas Mayor (360) 794-7400 Geoffrey.Thomas@MonroeWA.gov		<b>4. COMMERCE Representative</b> «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_EMail»	
<b>5. Contract Amount</b> \$577,500	<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	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.999	<b>Indirect Rate (if applicable):</b> N/A
<b>10. Tax ID #</b> 91-6001464	<b>11. SWV #</b> 0013137	<b>12. UBI #</b> 315-000-026	<b>13. DUNS #</b> 039269899
<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 Thomas, Mayor  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director, Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
FEDERAL FUNDS**

**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.

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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:

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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:

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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. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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**21. 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 expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>2 Public Health Expenses</b>				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<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:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<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 expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>5 Economic Supports</b>				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>6 Other COVID-19 Expenses</b>				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
<b>Sub-Total:</b>	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	\$ -	\$ -	\$ -	

## Coronavirus Relief Funds for Local Governments Contract Working Papers

**Local Government Name:** Monroe  
**COM Contract Number:** 20-6541C-251  
**COM Short Code:** CV20251  
**Grant Amount:** \$577,500

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### Instructions:

Before you can receive funds a contract will need to be executed between your local governmental entity and the state. Please follow these steps to get the contracting process started:

1. Completely fill out the survey questions by typing your responses in the electronic version of this form;
2. Compile and email these documents to: Randi DuPrey at [randi.duprey@commerce.wa.gov](mailto:randi.duprey@commerce.wa.gov)

All grantees are required to set up an SWV number so funds may be sent electronically. Please find detailed instructions here: [Office of Financial Management](#). It may take up to three weeks after you submit this information for an electronic transfer account to be set up. You may immediately submit your contract readiness survey to us; we will automatically receive your SWV number from the office that sets them up.

Thank you for your assistance in making this contract-writing process as quick and easy as possible!

If you have any questions or need additional information, please contact Randi DuPrey, at [randi.duprey@commerce.wa.gov](mailto:randi.duprey@commerce.wa.gov) or (360) 522-3737.

## GRANTEE INFORMATION

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*\* Required Field*

1	<i>List the contact information for the person who will administer the grant once the contract is signed. Grant documents and correspondence will be sent to this person.</i>	
	First Name: *	Rich
	Last Name: *	Huebner
	Title: *	Management Analyst
	E-mail Address: *	RHuebner@MonroeWA.gov
	Telephone Number: *	(360) 722-1684
2	Street Address: *	806 W. Main Street
	City: *	Monroe, WA
	Zip Code: *	98272
3	Statewide Vendor (SWV) number: *	0013137
4	Your Federal Indirect Rate:	N/A
5	Your fiscal year end date:	12/31/2020
6	<i>List the name and title for the person authorized by this organization to sign the contract.</i>	
	First Name:	Geoffrey
	Last Name:	Thomas
	Title:	Mayor



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## Mission

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

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## Department Update

### **Parks & Recreation Department COVID-19 Response Actions**

Please see attached report: Park Facilities Reopening Plan.

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### **Operations**

In May, Parks Department Crew members have been continuing to perform regular tasks such as trail inspections, garbage/camp clean-up, landscape fertilization and mowing.

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### **Parks, Recreation & Open Space (PROS) Plan Update**

The Park Department requested proposals to update and develop its PROS Plan as is required every 6 years to be eligible to apply for and receive State Recreation & Conservation Office (RCO) grant funding. The department received seven proposals from well-qualified consultant teams. After completing negotiations with the recommended consultant, a contract will be presented to City Council for approval during their July meeting. We are looking forward to working with our community in developing this plan.

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### **Recreation and Conservation Office (RCO) and Snohomish Conservation Futures Grants**

The City has submitted two RCO grant funding requests for acquisition this round: \$1,000,000 for the proposed 'North Hill Park Site' acquisition and the other \$500,000 for the East Monroe Heritage Site. Grant rankings will be published Fall of 2020 with funded grants awarded summer, 2021. The City also applied for acquisition funding with Snohomish Conservation Futures \$250,000 for the East Monroe Heritage Site and will learn of the grant's status fall 2020.

**Monroe Park Board**

Due to COVID-19 the May Park Board meeting was cancelled and activities put on hold.

**City Parks Unmarked Trails Inspections**

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

**Locations: Al Borlin Park**

DATE	TOTAL LABOR HOURS	# BAGS OF LITTER COLLECTED	NOTES
5/5	17	2	Removed old camp at Al Borlin Park
5/12	8.5	2	2 camps found at Al Borlin Park. Police contacted.
5/19	7	6	
5/26	6	0	
<b>Avg.</b>	<b>9.625</b>	<b>2.5</b>	
			See attached Parks Homeless Response Data 2017- 2020

**Volunteer Opportunities**

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

Visit the City website [www.monroewa.gov](http://www.monroewa.gov) for information on upcoming programsss and events.



## **MEMORANDUM**

**To:** Mayor Geoffrey Thomas  
Deborah Knight, City Administrator

**From:** Mike Farrell, Parks & Recreation Director

**Date:** May 21, 2020

**Subject:** Monroe Park Facilities Reopening Plan

### **BACKGROUND**

Parks and recreation facilities, programs and services throughout Washington have been impacted by the COVID-19 pandemic. In response to our state's March 2020 "Stay Home – Stay Healthy Order" and public health agency guidelines, park facilities in Monroe with either high-touch surfaces or that promote public gathering including: park restrooms, parking lots, sports courts, athletic fields, play structures, picnic shelters, skate park and Wiggly Field dog park were temporarily closed. Park facility reservations and special events have been cancelled on a rolling basis.

Effective May 5, 2020, Governor Inslee implemented a 4-phase "Safe Start" reopening plan to the Stay Home – Stay Healthy Order and moved our county to Phase 1. That day park staff reopened limited parking for day use hiking and fishing access at Al Borlin, Lewis Street, Sky River, and Lake Tye Parks. Under Phase 1, only members of the same household may travel and recreate together. Physical distancing is still required, keeping six feet between individuals outside of immediate households.

Our level of park facility re-openings and facilities that remain closed is compliant with the current state Order and is consistent with most parks and recreation jurisdictions throughout our state including Snohomish County. As a member of the Washington Cities Insurance Authority (WCIA), we are also meeting our Duty of Care standard of compliance from a risk management perspective.

I, along with Washington Recreation and Park Association (WRPA) directors throughout our state and from Oregon have been participating in twice-weekly calls to discuss the response and action plans as they pertain to facility closures and program offerings.

### **MOVING FORWARD**

The most pressing question for parks and recreation is how and when to move forward. WRPA parks and recreation directors are currently working together with

representatives from the Governor’s Office to interpret the 4-phase Safe Start reopening plan and guidelines coming from federal, state and local public health agencies in order to plan and prepare for future park facility re-openings. Based upon this coordinated examination of the state’s reopening plan and public health agency guidelines, I propose the following reopening plan of Monroe park facilities, programs and events that were temporarily closed due to the COVID-19 pandemic as our county is moved through each Safe Start phase:

**Phase 2 Re-Openings:** tennis courts, basketball courts, skate park, dog park, restrooms, playgrounds, covered shelters (up to gathering limit)

**Phase 3 Re-Openings:** sports fields for organized use, covered shelters (up to gathering limit), special events (up to gathering limit)

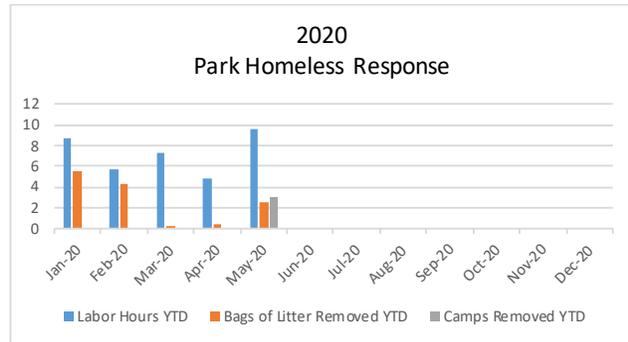
**Phase 4 Re-Openings:** special events

<b>WASHINGTON’S PHASED APPROACH</b> Reopening Business and Modifying Physical Distancing Measures				
	<b>1</b> Phase 1	<b>2</b> Phase 2	<b>3</b> Phase 3	<b>4</b> Phase 4
<b>High-Risk Populations*</b>	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Resume public interactions, with physical distancing
<b>Recreation</b>	Some outdoor recreation (hunting, fishing, golf, boating, hiking)	All outdoor recreation involving fewer than 5 people outside your household (camping, beaches, etc.)	- Outdoor group rec. sports activities (5-50 people) - Recreational facilities at <50% capacity (public pools, etc.)	Resume all recreational activity
<b>Gatherings (social, spiritual)</b>	- None - Drive in spiritual service with one household per vehicle	Gather with no more than 5 people outside your household per week	Allow gatherings with no more than 50 people	Allow gatherings with >50 people
<b>Travel</b>	Only essential travel	Limited non-essential travel within proximity of your home	Resume non-essential travel	Continue non-essential travel
<b>Business/Employers</b>	- Essential businesses open - Existing construction that meet agreed upon criteria - Landscaping - Automobile sales - Retail (curb-side pick-up orders only) - Car washes - Pet walkers	- Remaining manufacturing - New construction - In-home/domestic services (nannies, housecleaning, etc.) - Retail (in-store purchases allowed with restrictions) - Real estate - Professional services/office-based businesses (telework remains strongly encouraged) - Hair and nail salons/Barbers - Housecleaning - Restaurants <50% capacity table size no larger than 5	- Restaurants <75% capacity/ table size no larger than 10 - Bars at <25% capacity - Indoor gyms at <50% capacity - Movie theaters at <50% capacity - Government (telework remains strongly encouraged) - Libraries - Museums - All other business activities not yet listed except for nightclubs and events with greater than 50 people	- Nightclubs - Concert venues - Large sporting events - Resume unrestricted staffing of worksites, but continue to practice physical distancing and good hygiene

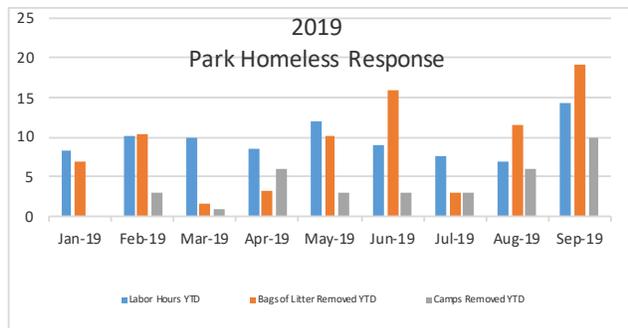
\* High-risk populations are currently defined by CDC as: persons 65 years of age and older; people of all ages with underlying medical conditions (particularly not well controlled) including people with chronic lung disease or moderate to severe asthma, people who have serious heart conditions, people who are immunocompromised, people with severe obesity, people with diabetes, people with chronic kidney disease undergoing dialysis, and people with liver disease; people who live in a nursing home or long-term care facility.

**2017-2020**  
**Park Homelessness Response**

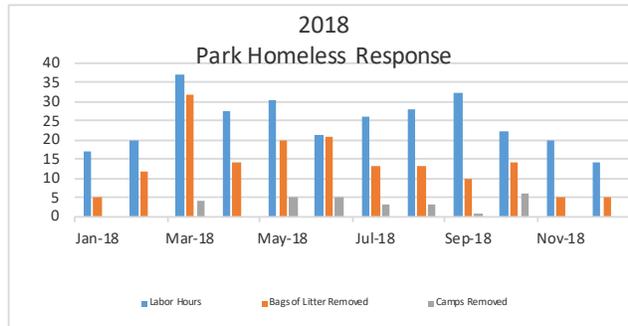
	Labor Hours YTD	Bags of Litter Removed YTD	Camps Removed YTD
Jan-20	8.75	5.5	0
Feb-20	5.67	4.33	0
Mar-20	7.25	0.25	0
Apr-20	4.9	0.4	0
May-20	9.625	2.5	3
Jun-20			
Jul-20			
Aug-20			
Sep-20			
Oct-20			
Nov-20			
Dec-20			
<b>Total 2020</b>	<b>36.195</b>	<b>12.98</b>	<b>3</b>



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



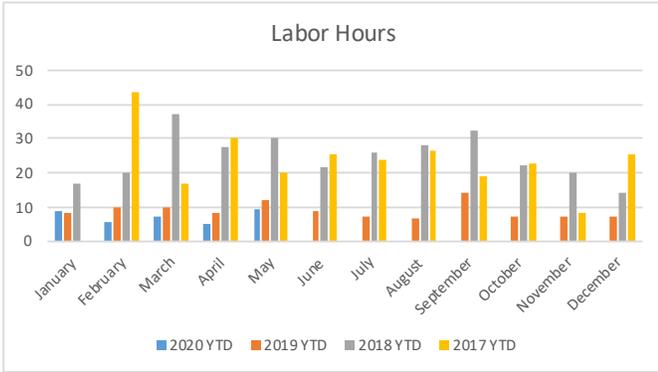
	Labor Hours	Bags of Litter Removed	Camps Removed
Jan-18	17	5	0
Feb-18	20	12	0
Mar-18	37	32	4
Apr-18	27.5	14	0
May-18	30.5	20	5
Jun-18	21.5	21	5
Jul-18	26	13	3
Aug-18	28	13	3
Sep-18	32.5	10	1
Oct-18	22.5	14	6
Nov-18	20	5	0
Dec-18	14	5	0
<b>Total 2018</b>	<b>296.5</b>	<b>164</b>	<b>27</b>



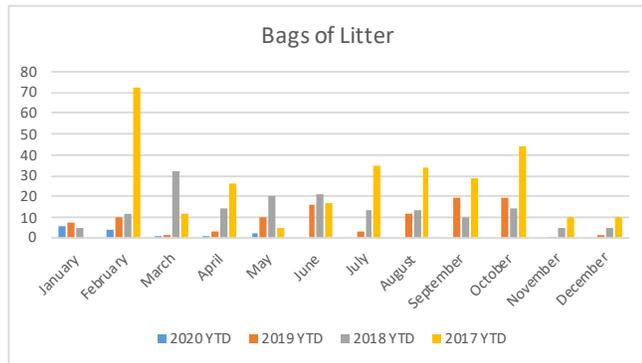
	Labor Hours	Bags of Litter Removed	Camps Removed
Feb-17	43.5	72.5	4
Mar-17	17	12	3
Apr-17	30	26	0
May-17	20	5	0
Jun-17	25.5	17	2
Jul-17	24	35	3
Aug-17	26.5	34	3
Sep-17	19	29	2
Oct-17	23	44	1
Nov-17	8.5	10	3
Dec-17	25.5	10	1
<b>Total 2017</b>	<b>262.5</b>	<b>294.5</b>	<b>22</b>



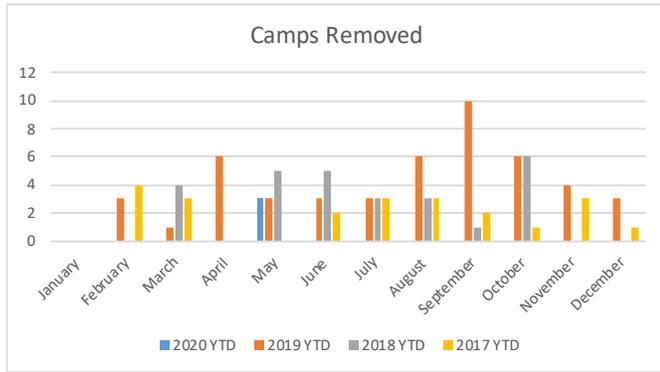
Labor Hours	2020 YTD	2019 YTD	2018 YTD	2017 YTD
January	8.75	8.3	17	0
February	5.67	10.2	20	43.5
March	7.25	10	37	17
April	4.9	8.5	27.5	30
May	9.625	11.9	30.5	20
June		9	21.5	25.5
July		7.5	26	24
August		6.9	28	26.5
September		14.25	32.5	19
October		7.3	22.5	23
November		7.5	20	8.5
December		7.3	14	25.5



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



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





## **MEMORANDUM**

**To:** Mayor Geoffrey Thomas  
Deborah Knight, City Administrator

**From:** Mike Farrell, Parks & Recreation Director

**Date:** June 3, 2020

**Subject:** Monroe Park Facilities Reopening Plan

### **BACKGROUND**

Parks and recreation facilities, programs and services throughout Washington have been impacted by the COVID-19 pandemic. In response to our state's March 2020 "Stay Home – Stay Healthy Order" and public health agency guidelines, park facilities in Monroe with either high-touch surfaces or that promote public gathering including: park restrooms, parking lots, sports courts, athletic fields, play structures, picnic shelters, skate park and Wiggly Field dog park were temporarily closed. Park facility reservations and special events have been cancelled on a rolling basis.

Effective May 5, 2020, Governor Inslee implemented a 4-phase "Safe Start" reopening plan to the Stay Home – Stay Healthy Order and moved our county to Phase 1. That day park staff reopened limited parking for day use hiking and fishing access at Al Borlin, Lewis Street, Sky River, and Lake Tye Parks. Under Phase 1, only members of the same household may travel and recreate together. Physical distancing is still required, keeping six feet between individuals outside of immediate households.

Our level of park facility re-openings and facilities that remain closed is compliant with the current state Order and is consistent with most parks and recreation jurisdictions throughout our state including Snohomish County. As a member of the Washington Cities Insurance Authority (WCIA), we are also meeting our Duty of Care standard of compliance from a risk management perspective.

I, along with Washington Recreation and Park Association (WRPA) directors throughout our state and from Oregon have been participating in twice-weekly calls to discuss the response and action plans as they pertain to facility closures and program offerings.

### **MOVING FORWARD**

The most pressing question for parks and recreation is how and when to move forward. WRPA parks and recreation directors are currently working together with

representatives from the Governor’s Office to interpret the 4-phase Safe Start reopening plan and guidelines coming from federal, state and local public health agencies in order to plan and prepare for future park facility re-openings. Based upon this coordinated examination of the state’s reopening plan and public health agency guidelines, I propose the following reopening plan of Monroe park facilities, programs and events that were temporarily closed due to the COVID-19 pandemic as our county is moved through each Safe Start phase:

**Phase 2 Re-Openings:** tennis courts, basketball courts, skate park, dog park, restrooms, playgrounds, covered shelters (up to gathering limit), sports fields for organized use: limited practices in compliance with [Governor’s Office Guidance on Sporting Activities Requirements](#) .

**Phase 3 Re-Openings:** sports fields for organized use: practices and games, covered shelters (up to gathering limit), special events (up to gathering limit)

**Phase 4 Re-Openings:** special events

<b>WASHINGTON’S PHASED APPROACH</b> Reopening Business and Modifying Physical Distancing Measures				
	 <b>Phase 1</b>	 <b>Phase 2</b>	 <b>Phase 3</b>	 <b>Phase 4</b>
<b>High-Risk Populations*</b>	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Continue to Stay Home, Stay Healthy	Resume public interactions, with physical distancing
<b>Recreation</b>	Some outdoor recreation (hunting, fishing, golf, boating, hiking)	All outdoor recreation involving fewer than 5 people outside your household (camping, beaches, etc.)	- Outdoor group rec. sports activities (5-50 people) - Recreational facilities at <50% capacity (public pools, etc.)	Resume all recreational activity
<b>Gatherings (social, spiritual)</b>	- None - Drive in spiritual service with one household per vehicle	Gather with no more than 5 people outside your household per week	Allow gatherings with no more than 50 people	Allow gatherings with >50 people
<b>Travel</b>	Only essential travel	Limited non-essential travel within proximity of your home	Resume non-essential travel	Continue non-essential travel
<b>Business/ Employers</b>	- Essential businesses open - Existing construction that meet agreed upon criteria - Landscaping - Automobile sales - Retail (curb-side pick-up orders only) - Car washes - Pet walkers	- Remaining manufacturing - New construction - In-home/domestic services (nannies, housecleaning, etc.) - Retail (in-store purchases allowed with restrictions) - Real estate - Professional services/office-based businesses (telework remains strongly encouraged) - Hair and nail salons/Barbers - Housecleaning - Restaurants <50% capacity table size no larger than 5	- Restaurants <75% capacity/ table size no larger than 10 - Bars at <25% capacity - Indoor gyms at <50% capacity - Movie theaters at <50% capacity - Government (telework remains strongly encouraged) - Libraries - Museums - All other business activities not yet listed except for nightclubs and events with greater than 50 people	- Nightclubs - Concert venues - Large sporting events - Resume unrestricted staffing of worksites, but continue to practice physical distancing and good hygiene

\* High-risk populations are currently defined by CDC as: persons 65 years of age and older; people of all ages with underlying medical conditions (particularly not well controlled) including people with chronic lung disease or moderate to severe asthma, people who have serious heart conditions, people who are immunocompromised, people with severe obesity, people with diabetes, people with chronic kidney disease undergoing dialysis, and people with liver disease; people who live in a nursing home or long-term care facility.



# Monroe Police Department

## Monthly Council Report

### May 2020



#### • SIGNIFICANT CASES/EVENTS

- **May 22, 2020** – Officer Tucker and K-9 Sam assisted Everett PD with a narcotics alert on a vehicle. The subsequent search warrant of the impounded vehicle resulted in 2 kilos of heroin, 900 pills of counterfeit oxycodone suspected to contain fentanyl, 100 grams of methamphetamine, 1 handgun, 1 short barreled rifle, \$22,487 cash, drug sale equipment, and drug paraphernalia. This is Sam’s largest find to date.



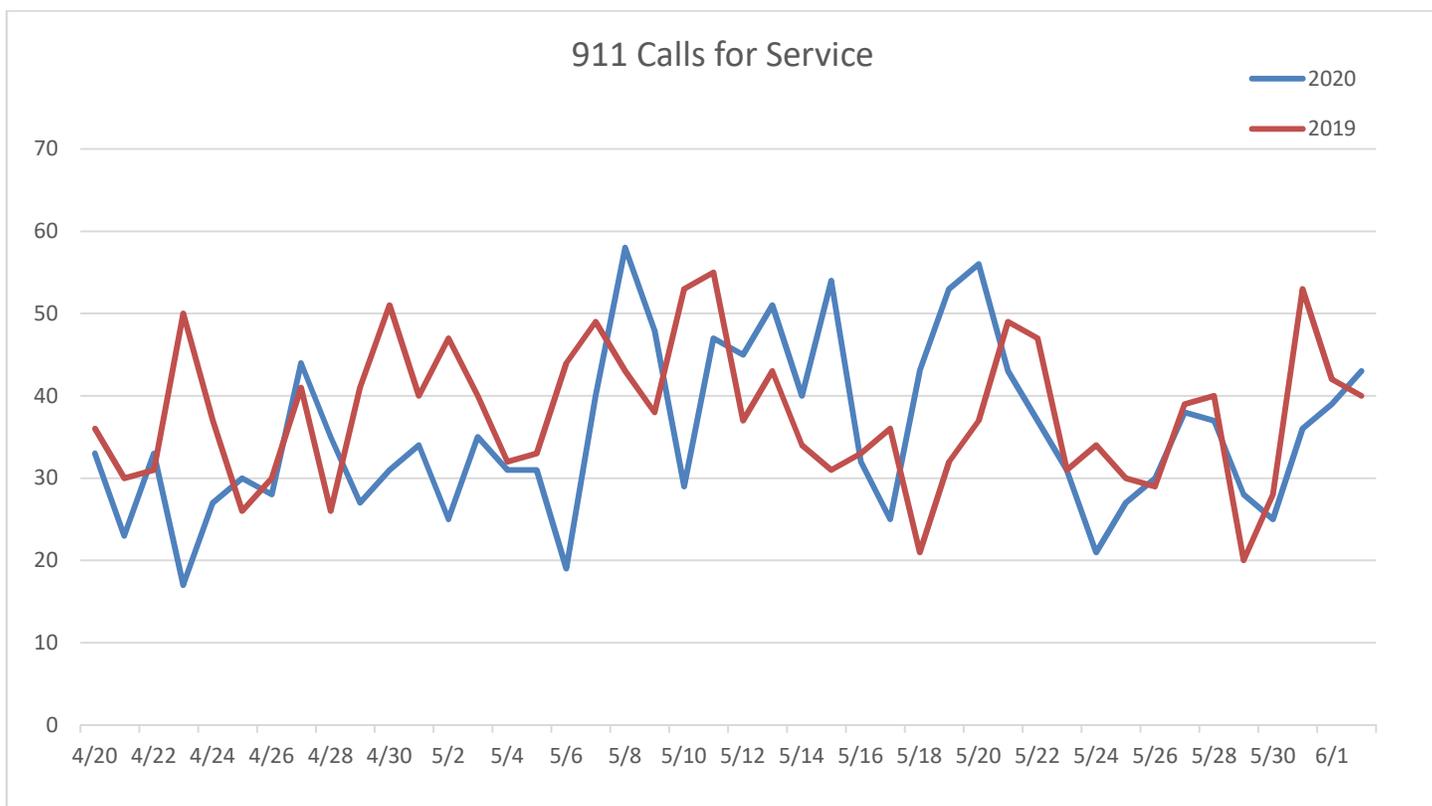
- **May 7, 2020** – Detective Erdmann noticed a man acting suspiciously while exiting Walmart with a cart filled with high dollar items that were not bagged. Upon contacting the subject he admitted to stealing the items valued at over \$900 dollars. He also had drug paraphernalia, methamphetamine, and heroin in his possession.



#### • PROTESTS

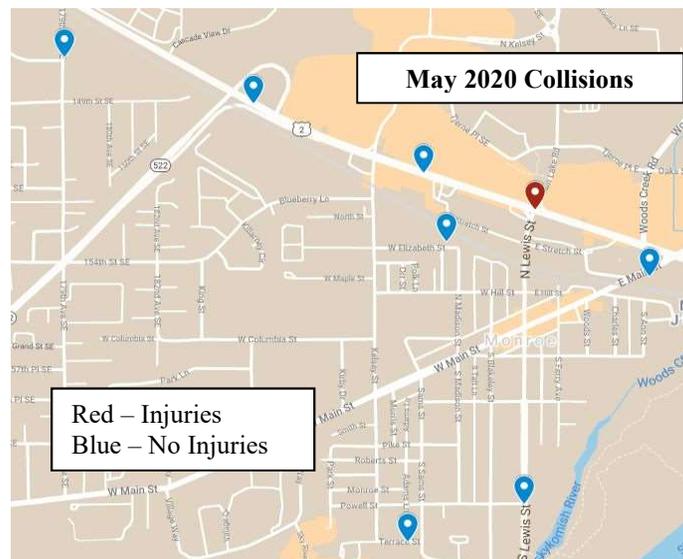
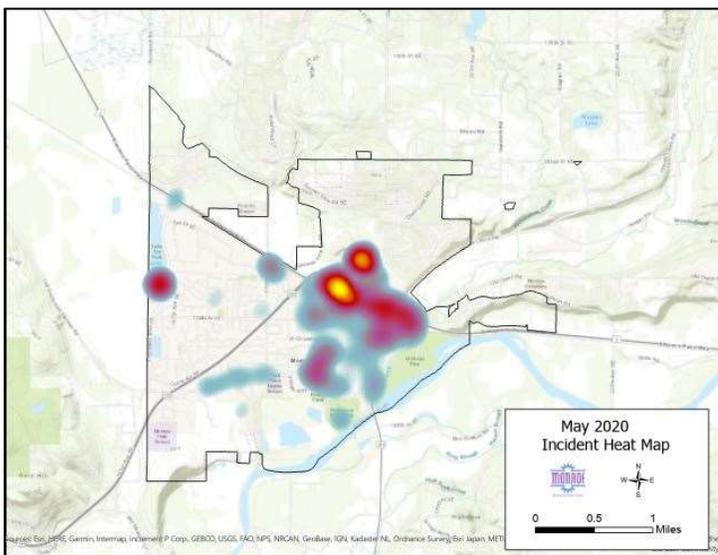
- The department has almost nightly deployments of SWAT members to assist other agencies as well as our own. Deployments started May 29<sup>th</sup> with assists to Seattle, Bellevue, Lynnwood, Kirkland and Bothell.
- Small protest at Walmart on Monday, June 1<sup>st</sup> with very little participation.
- Justice March Thursday June 4<sup>th</sup> went well. Participant started with about 300 people and others joined along the way. Approximately 500 at Lake Tye Park. Well planned by police department, public works and parks personnel with no incidents.
- Planned prayer walks and vigils on June 5<sup>th</sup> and 6<sup>th</sup> expecting no problems.





• **DEPARTMENT STATISTICS**

	May	2020 YTD	2019 YTD	2018 YTD
Burglaries	1	10	26	20
Vehicle Prowls	7	39	45	21
Vehicle Thefts	3	15	26	16
Vehicle Recoveries	0	7	8	12
Collisions	8	89	127	116
<b>Dispatched Calls</b>	<b>1,156</b>	<b>4,732</b>	<b>5,024</b>	<b>4,734</b>
<b>Self-Initiated Calls</b>	<b>781</b>	<b>4,381</b>	<b>6,051</b>	<b>4,459</b>
<b>Case Reports</b>	<b>216</b>	<b>1,153</b>	<b>1,307</b>	<b>968</b>
<b>Tickets</b>	<b>175</b>	<b>859</b>	<b>1,454</b>	<b>1,261</b>
<b>Arrests</b>	<b>76</b>	<b>356</b>	<b>376</b>	<b>386</b>
<b>Code – Abandoned vehicle</b>	<b>25</b>	<b>113</b>	<b>100</b>	<b>147</b>
<b>Code – Animal calls for service</b>	<b>29</b>	<b>128</b>	<b>145</b>	<b>134</b>
<b>Code – Nuisance</b>	<b>56</b>	<b>286</b>	<b>448</b>	<b>316</b>
<b>Code – Parking complaints</b>	<b>19</b>	<b>95</b>	<b>161</b>	<b>126</b>
<b>Public Records Requests</b>	<b>60</b>	<b>35</b>	<b>474</b>	<b>430</b>



## PERSONNEL

- **Detective Buzzell** retired after 26 years of service with the Monroe Police Department. In his time with the department, he served the community as a Patrol Officer, Dare Officer for Elementary and High Schools, School Resource Officer, created and managed a Juvenile Diversion Program, head of a Youth Explorer Program, Reserve Academy Instructor, Honor Guard Member, Field Training Officer, Background Investigator, Arson Investigator, and Detective. The knowledge and experience gained throughout his career will be missed. Best wishes on his retirement!
- **Promotion** – Officer Jason Southard was promoted to the position of Sergeant on May 15<sup>th</sup>. In his 23 years with the department he has served in other capacities to include: a member of the agency and SWAT team, Field Training Officer, Firearms Instructor, and K-9 Handler. Sergeant Southard has been assigned to a night squad. Congratulations Jason on your new promotion!





# PUBLIC WORKS DEPARTMENT

## June 2020 UPDATE

### Metrics

		2019								2020				
		MAY	JUNE	JULY	AUGUST	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
<b>WWTP</b>	WWTP Total Flow (millions of gallons)	46.00	42.55	42.96	43.69	47.22	48.63	47.31	57.85	69.53	73.81	52.5	50.01	48.47
	Average Daily flow (Millions of gallons)	1.48	1.42	1.39	1.41	1.57	1.57	1.58	1.87	2.24	2.55	1.69	1.67	1.56
	Peak Daily Flow (millions of gallons)	1.81	1.55	1.60	1.63	2.16	2.19	2.09	3.81	2.62	5.04	2.28	2.12	2.08
	Removal Rate	96%	97%	98%	98%	98%	98%	98%	98%	99%	99%	98%	97%	97%
	Biosolids transported to BUF (wet tons)	187	218	191	147	214	243	219	249	223	198	286	268	234
<b>D&amp;C</b>	Private Development (hours)	165	185	159	198	151	346	374	435	402	416	231	403	304
	Capital Projects (hours)	797	792	639	579	554	656	397	292	459	450	676	521	666
<b>O&amp;M</b>	Street Sweeping/ Brush Cutting (lane miles/hours)	27/96	68/86	64/59	117/108	281/35	680/0	721/0	127/0	134/0	344/0	261/0	29/0	421/124
	Utility Locates	217	210	226	222	207	231	150	164	250	240	220	156	250
	Water sold (millions of gallons) (15th to 15th)	54.6	68.8	73.1	87	79.9	52.9	51.4	49	50.1	50.1	48.1	52.4	54.2

## DESIGN & CONSTRUCTION DIVISION

### CHAIN LAKE ROAD SHARED PATH EXTENSION

#### Background

The City of Monroe received a federal grant through Puget Sound Regional Council (PSRC) to design and purchase additional right-of-way for extending the shared sidewalk/path north along Chain Lake Road and end at Brown Road. The sidewalk will match to the existing sidewalk in the vicinity of Rainier View Road.

The original cost estimate for this project is \$3,952,752 through the Streets 318 Fund. To help offset the cost, \$2,429,219 will be reimbursed by secured federal grants, leaving \$1,523,533 for the local match. 2019 revised cost estimation has the project tracking at \$3,500,000, reflecting an increase in right-of-way acquisition trends and additional efforts in design. However, the construction phase is tracking to be lower than originally anticipated, resulting in an overall anticipated lower cost to the project.

The project's portion of the approved 2019 and 2020 Street CIP 318 Fund is shown below. The design and right-of-way phases have been delayed due to continued negotiations with the adjacent property owners. As such, anticipated budget revenues and expenditures did not materialize in 2019 and have carried over into 2020:

	<b>2019 Project Budget</b>	<b>2019 Spent</b>	<b>Remaining</b>
<b>Design</b>	35,000	88,582	(53,582)*
<b>R/W</b>	582,000	220,294	361,706
<b>R/W Assistance**</b>	120,000	109,994	10,006

	<b>2020 Project Budget</b>	<b>2020 Spent</b>	<b>Remaining</b>
<b>Design</b>	0	6,385	(9,320)*
<b>R/W</b>	0	125,501	(236,205)**
<b>R/W Assistance**</b>	0	34,286	(56,686)***
<b>Construction</b>	3,241,350	0	2,150,000****

\*Right-of-way acquisition efforts have delayed finalizing the design.

\*\*Right-of-way negotiations and delays in actual closing of the sales have pushed several acquisitions into 2020. Expenses and corresponding grant reimbursements have rolled over into the current budget cycle.

\*\*\*The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of federally funded projects.

\*\*\*\*Project construction cost estimate is tracking to be significantly lower than originally estimated.

## Update

The City is negotiating property purchases with the adjacent landowners. Fifteen of the nineteen parcels have reached agreements thus far. The remaining four parcels are still being negotiated.

PSRC (grant source) has extended the deadline for completing the design and right-of-way acquisition to December 31, 2020.

## **Timeline**

2018-2020	Design Process
2018-2020	Right-of-Way Acquisition
2020	Design/Right-of-Way Complete
2021	Construction begins
2021	Construction ends



# BLUEBERRY LANE / KELSEY STREET INTERSECTION IMPROVEMENTS

## Background

This intersection has long been known as being problematic and congested at times. Improving the intersection is complicated due to the immediate proximity of Burlington Northern Santa Fe railroad and US2. The flow of traffic is sensitive to the tracks being clear and the US2 signal phasing. In December 2016 and January 2017 a series of council meetings were held to discuss potential design options. Additionally, an Open House was conducted in January 2017 to receive public input on design options. Staff are exploring a design that would create a second, northbound lane along Kelsey Street. This lane would begin at North Street and provide a turn pocket for vehicles wanting to turn onto Blueberry Lane, and also additional queuing capacity for left turns at US2.

Estimated Project Cost: \$490,000 Street CIP

Construction Target: Unknown

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	70,000	94,350*	90,550	3,800
<b>R/W</b>	0	0	0	0
<b>Construction</b>	420,000	436,729**	343,314	93,415

\*Design contract awarded to Century West Engineering for \$92,500.

\*Additional surveying needs performed by Harmsen LLC for \$1,000.

\*Additional surveying needs performed by Harmsen LLC for \$850.

\*\*Construction contract awarded to Kamins for \$322,093

\*\*Construction inspection services awarded to BlueLine not to exceed \$98,400.

\*\*Construction material testing on-call task to Robinson Noble for \$2,737

\*\*BNSF crossing upgrade costs in the amount of \$13,499

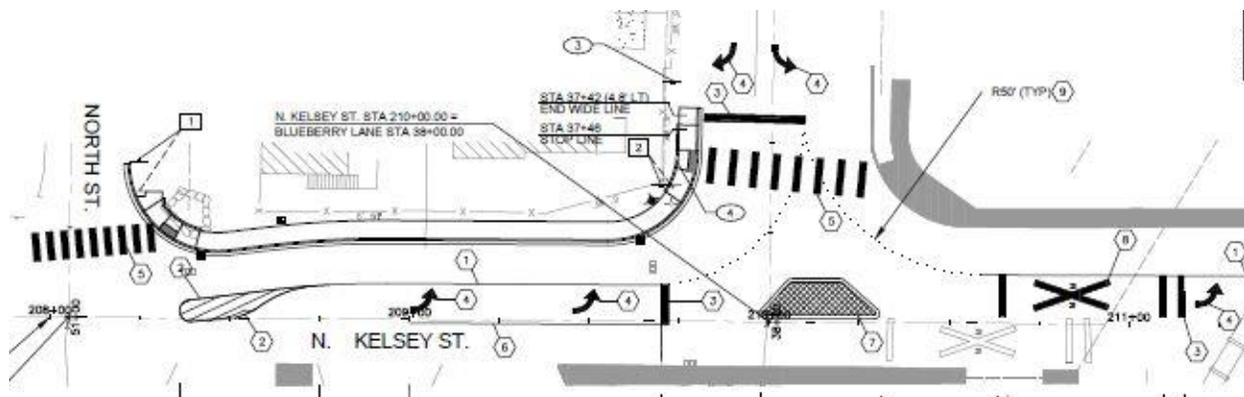
Staff originally expected the project to come in under the original cost estimation. However, unanticipated staff turnover required outsourcing project inspection work to a consultant, resulting in costing that is now slightly over.

## Update

This project is complete. The project will go before Council for acceptance on June 9<sup>th</sup>.

## Updated Timeline

July 2018	Begin Design Phase
May 2019	Begin Bid Phase
Sept. 2019	Begin Construction
Feb. 2020	End Construction



## TJERNE PLACE PHASE III STREET IMPROVEMENTS

### Background

Tjerne Place Phase III (a.k.a. Oaks Street) is located between Woods Creek Road and Old Owen Road, behind the Monroe Plaza where Albertson's used to be. This private road sees increasing traffic as drivers look to other routes to avoid traffic on US2. The City is interested in converting the road to public right-of-way and making improvements to become similar to other segments of Tjerne Place SE. Additionally, a signalized intersection would be proposed where Tjerne Place SE connects to Old Owen Road. The City utilizes a right-of-way consultant to help navigate the complexities of acquiring property from adjacent landowners. This follows the City's Right-of-Way Procedures, which is required as part of projects that may wish to seek federal funds. Estimated Project Cost: \$6,999,000 Street CIP Fund

	Cost Estimate	Committed Costs	Spent To-Date	Remaining
<b>R/W</b>	1,100,000	0	1,156	1,098,844
<b>R/W Assistance</b>	100,000	97,794*	46,645	51,149

\*Contract Land Services right-of-way consultant contract awarded for \$90,450. Remaining R/W budget represents estimated cost to acquire public right-of-way.

\*Survey task order with KPG for \$7,343.74 to delineate easement area onsite, and prepare easement legal descriptions and exhibits.

### Update

Negotiations continue with the property owners. A tentative agreement with one property owner is currently being reviewed.



### Potential Timeline

2020+	Design process
2018 - 2020	Right-of-Way Acquisition
unknown	Construction Begins
unknown	Project Completion

# GRADEN WATER MAIN PROJECT

## Background

This project replaces aging water main infrastructure within an established neighborhood locally known as the Graden neighborhood and includes 133rd Street SE, 134th Street SE, 208th Avenue SE, 209th Avenue SE, and 210th Avenue SE. Together, the project anticipates replacing over 3,000 lf of aging water main, upgrading fire hydrants and connecting the residences to the new main. The project is located outside of the city limits in the County, but is within our water service district. It is anticipated that the impacted streets will require new roadway surfacing as part of the restoration efforts. The design phase is to occur in 2018 followed by construction in 2019, and is paid through existing water rate revenues.

Estimated Project Cost: \$1,170,000 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	120,000	75,698*	43,558	32,140
<b>R/W</b>	0	3,702	3,702	0
<b>Construction</b>	1,050,000	775,236**	643,455	131,781

\*Design contract awarded to Harmsen & Associates for \$75,698.

\*\*Construction contract (\$629,363), 20% contingency allowance (\$125,873), inspection costs (\$20,000)

## Update

The project is complete. The City will resurface the neighborhood streets in 2020 to satisfy the permit conditions with Snohomish County.

## Timeline

2018	Design process
February 2019	Bid Phase
June - Sept 2020	Streets Overlay



## BLUEBERRY LANE STORMWATER IMPROVEMENTS

### Background

Blueberry Lane experiences street flooding during the wet winter months. The existing storm drainage system collects and conveys the stormwater runoff to an infiltration facility. This project would rehabilitate or replace the system with a new infiltration system designed to today's stormwater regulations.

The City is the recipient of a stormwater grant from the Department of Ecology. The proposed award consists of a \$2,633,250 grant and a low interest loan of \$877,750 with the intent to fully fund the project.

Estimated Project Cost: \$3,511,000 Storm CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	467,460	456,856	132,376	324,479
<b>R/W</b>	0	0	0	0
<b>Construction</b>	0	0	0	0

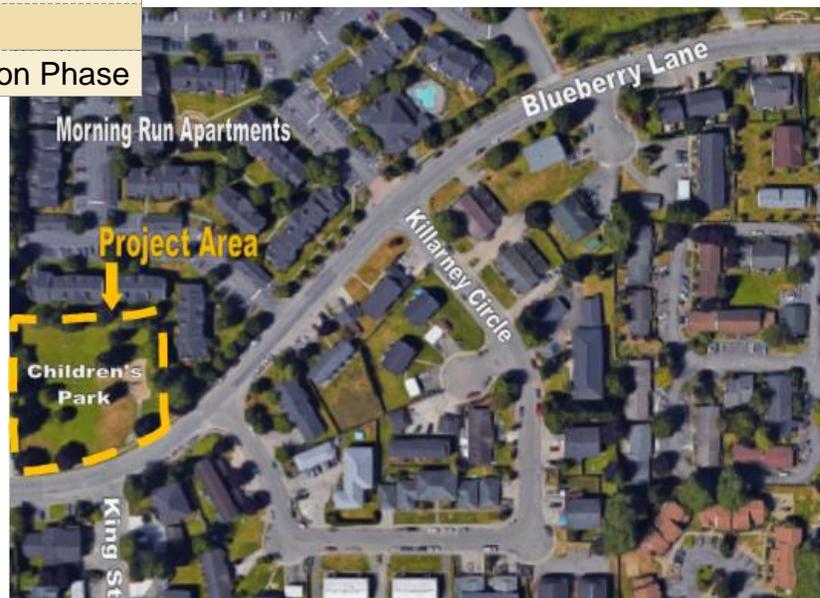
### Update

As part of the grant conditions, the project had to undergo an archaeological assessment before any design explorations could begin. This has caused unexpected delays in the design phase. The updated timeline to complete the design is now anticipated for June 2020. Geotechnical explorations have occurred to investigate the soil capacity to infiltrate stormwater. Their work continues, but is impacted by the Covid-19 essential work mandate.

The original project timeline was to begin construction in 2020, but with archeological requirements and the COVID-19 health crisis, the project will not be ready in time for this year's drier summer months. Summer 2021 is now the targeted season for construction.

### Timeline

2019-2020	Design process
June 2020	Bid Phase
Summer 2021	Construction Phase



## ADAMS LANE UTILITY REPLACEMENT

### Background

This project replaces approximately 370 feet of aging 6 inch clay sewer main and approximately 620 feet of aging 6 inch and 4 inch asbestos cement water main under Adams Lane between Pike Street and Powell Street. The new 8 inch ductile iron water main will connect to existing asbestos cement pipe in the aforementioned streets, as well as connecting to an existing 8 inch polyvinyl chloride pipe located midblock.

Estimated Project Cost: \$442,969 Water & Sewer CIP Funds

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	72,780	11,463*	11,463	0
<b>R/W</b>	0	0	0	0
<b>Construction</b>	671,902	481,047**	23,635	457,412

\*On-call survey contract authorized with KPG to collect site information.

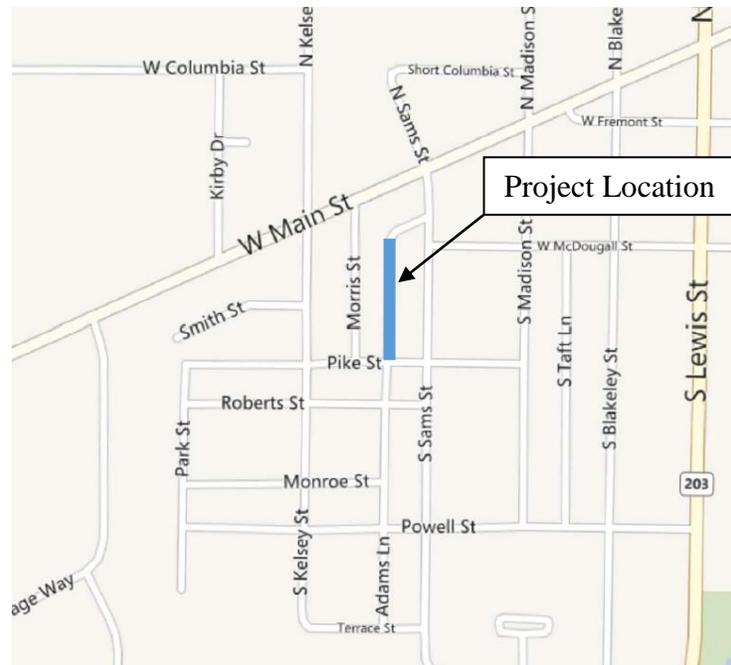
\*\* Construction contract with Rodarte for \$480,415 + project administration expenses.

### Update

After an approximate two month delay due to the COVID-19 pandemic, Rodarte Construction has resumed work on this project. The construction is anticipated to be substantially complete mid-July.

### Timeline

2019	Design process
2020	Bid Phase
2020	Construction Phase



## DOC SECOND RESERVOIR

### Background

Construct 850,000 gallon domestic water reservoir on the hill adjacent to the Monroe Correctional complex. This project will increase fire flow capacity in the DOC water zone.

Estimated Project Cost: \$4,296,038 Water CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	485,333	458,145*	365,820	92,325
<b>R/W</b>	0	0	0	0
<b>Construction</b>	3,810,705	0	0	3,810,705

\*Design contract with Murraysmith \$450,000. Environmental review on-call contract with Perteeet \$3,328. Title Report \$1,049. Permitting fees \$3,768

### Update

The consultant is working on finishing the design, having received comments from city staff at the 90% completion level. The design phase is anticipated to be completed in July 2020, after which the project will be advertised for contractor bids.

### Timeline

2019	Design process
2020	Bid Phase
2020/21	Construction Phase



## ADA TRANSITION PLAN

### Background

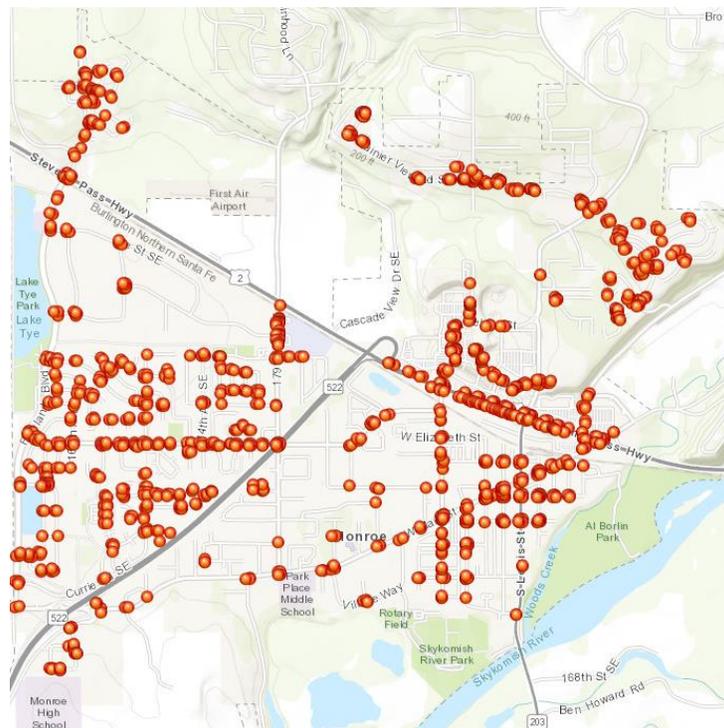
Federal law requires local agencies to identify the existing Americans with Disabilities Act (ADA) compliance issues on all City property, then develop a plan to bring those deficiencies up to current compliance standards. This project would hire a consultant to prepare an inventory and develop the ADA transition plan.

Estimated Project Cost: \$68,153 Street CIP Fund

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design</b>	68,153	85,000	2,174	82,826
<b>R/W</b>	0	0	0	0
<b>Construction</b>	0	0	0	0

### Update

The Transpo Group has developed a webpage to solicit public input on existing barriers. This webpage is at final draft and is anticipated to go live in June. They have also created a database of our public right-of-way sidewalks, capitalizing on the data the City acquired in 2019 through the pavement rating study with StreetScan.



## 2020 STREET PRESERVATION PROGRAM

### Background

The City has established a Transportation Benefit District (TBD) to help maintain existing streets. Maintenance efforts include practices such as overlaying with new asphalt, adding new aggregate to the road surface (chip sealing), replacing lost binder oils on the surface (fog seal), and filling in cracks with elastomeric material (crack sealing).

The City has a program that determines best use of TBD funds to maximize maintenance efforts toward our citywide street system. In years past the City has partnered with Snohomish County's Countywide Overlay Program. This program has become larger than intended and Snohomish County has requested Monroe and other cities not to participate for the next few years. As a result, engineering staff are making adjustments and will be performing the design and administering the construction contract this summer.

Existing sidewalk ramps adjacent to the project areas will be reviewed and reconstructed as necessary to be compliant with current ADA standards.

### Update

The City received excellent pricing from Lakeside (low bidder) this year, such that an opportunity now exists to perform more street preservation under a separate contract. Engineering staff are currently preparing four blocks of 154<sup>th</sup> Street SE (167<sup>th</sup> to 171<sup>st</sup>) to receive new asphalt surfacing, and anticipate advertising for contractor bids later this month.

The City will also contract with The Blueline Group to assist with construction management. Their proposal is currently under review by staff.

On Street	From Street	To Street
CASCADE VIEW DR	US2	NE END
172 <sup>nd</sup> DR SE	S END	BEATON RD
BEATON RD	169 <sup>TH</sup> AVE SE	TYE ST
TYE ST	169 <sup>TH</sup> AVE SE	BEATON RD
177 <sup>TH</sup> AVE SE	W MAIN ST	CITY LIMITS
Village Way	West End	East End

318 Fund	Project Budget	Committed Costs	Spent To-Date	Anticipated Remaining
Design	30,000	6,850*	4,488	0
R/W	0	0	0	0
<b>Construction</b>	1,211,415	0	0	1,211,415

\*on-call land surveying services contract in the amount of \$6,850. Advertisement cost of \$496.

## N. MADISON IMPROVEMENTS

### Background

This project will reconstruct N. Madison Street, from Main Street to Elizabeth Street. Primary work elements include replacing the asphalt, curbing and sidewalk, replacing the aging sewer and water mains within the street, and constructing a new stormwater system that will separate stormwater runoff from entering the city's sanitary sewer system. The Department of Ecology has awarded \$1,299,625 in a Stormwater Financial Assistance Program (SFAP) grant to help fund the new stormwater element.

Project funding will be shared among the Street 318, water 412 and Sewer 422 CIP funds.

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	75,000	21,800*	13,746	8,054
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	3,068,715	0	0	3,068,715

\*\$13,500 on-call survey contract authorized with Harmsen Inc to collect site information.

\*\$8,300 on-call geotechnical contract with Robinson Noble to collect information on underlying soils.

### Update

Site topographic information has been collected from the City's roster of professional land surveyors. The city is also working with the Department of Ecology and Department of Archaeological and Historic Preservation in preparing a Cultural Resources Survey (CRS) and Inadvertent Discovery Plan (IDP). The design effort will continue throughout the remainder of 2020.

### Timeline

2020	Design process
March 2021	Bid Phase
Summer 2021	Construction Phase



## RAILROAD QUIET ZONE STUDY

### Background

This planning effort is to collectively review the city's five at-grade railroad crossings (Fryelands Boulevard, 179<sup>th</sup> Avenue SE, Kelsey Street, Lewis Street and Main Street) for the potential to establish a Quiet Zone within the city limits. A Quiet Zone essentially means that train operators will not sound their horn in the established area unless they have a compelling reason to do so (safety issue). The study is expected to be lengthy and involve BNSF, Amtrak, the Utilities & Transportation Commission (UTC), the Federal Railways Administration (FRA), city engineering staff and hired consultants. Each crossing will be reviewed via a diagnostics meeting with the stakeholders, including what improvements are required. These improvements will need to be made before the City can establish the Quiet Zone.

The 2020 Budget included \$100,000 toward the study and is funded through the 318 Streets CIP Fund.

	<b>Project Budget</b>	<b>Committed Costs</b>	<b>Spent To-Date</b>	<b>Remaining</b>
<b>Design (2020)</b>	100,000	87,282*	5,734	81,548
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	3,068,715	0	0	3,068,715

\*Consultant Agreement with PH Consulting Inc. in the amount of \$87,135. Design solicitation ad \$147.

### Update

The City solicited professional engineering firms to assist in the diagnostics effort for the crossings. PH Consulting Inc. was awarded the contract on February 28<sup>th</sup>, 2020. The consultant work is underway. Due to the number of agencies involved, the process is expected to take the remainder of 2020, and perhaps into the first months of 2021, before the study is complete.

PH Consulting Inc. prepared a Rail Safety Grant for the City and if successful would provide for additional improvements at the Kelsey Street crossing. The conservative planning level cost estimate is valued at \$433,000.



## US HWY 2 NON-MOTORIZED SHARED PATH

### Background

The purpose of this project is to provide a walking path along US 2 adjacent to the Monroe Fairgrounds. The sidewalk that currently ends at Cascade View Drive would be extended west approximately 1,200 feet to 179<sup>th</sup> Avenue SE. Extensive negotiations are anticipated with the Monroe Fairgrounds whose facilities currently occupy the area needed for the path, as well as WSDOT – the actual owner of the needed land.

City engineering staff successfully applied for two federal grants to help fund this project. The first grant is a for design efforts in the amount not to exceed \$90,250. The second grant is in the amount not to exceed \$432,500 and will help fund the construction phase.

Staff are working with WSDOT to obligate funding for the design phase. We anticipate obligation this month.

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	150,781	0	0	150,781
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	317,247	0	0	317,247

### Update

The design phase is programmed to begin in the spring of 2020 and will continue through the remainder of the year. City staff are working with the Puget Sound Regional Council (PSRC) and WSDOT to release the design grant funds.

2020	Design process
March 2021	Bid Phase
Summer 2021	Construction Phase



## RAINIER VIEW ROAD PRV STATION

### Background

This project will increase water system reliability by installing a pressure reducing valve (PRV) between two of the City's pressure zones: Wagner 517 and The Farm 440. This PRV is proposed either along Rainier View Road or 199<sup>th</sup> Avenue SE, and will be determined after system analysis determines the optimal location.

The 2020 Budget included \$277,830 for this project and is funded through the 412 Water CIP Fund.

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	50,000	2,000*	2,000	50,000
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	227,830	0	0	227,830

\*BHC water system modeling not to exceed \$2,000.

### Update

Design efforts are about to begin by conducting a topographic survey of the project area.

### Timeline

April - July	Design process
Aug. – Sept.	Bid Phase
October	Construction Phase



## WOODS CREEK ROAD WATER MAIN REPLACEMENT

### Background

This project replaces approximately 750 feet of aging water main located under Woods Creek Road, between US 2 and Tjerne Place SE. Once the replacement is complete, this street segment will receive new asphalt surfacing and upgrade the sidewalk ramps to current federal standards.

Paid through existing water rate revenues (Water 412 CIP Fund).

	<b>Project Budget</b>	<b>Committed Costs</b>	<b>Spent To-Date</b>	<b>Remaining</b>
<b>Design (2020)</b>	297,596	12,878	12,878	0
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	1,249,905	0	0	1,249,905

### Update

Engineering staff have received the site topographic data from our on-call surveyor, and have begun the design.

### Timeline

2020	Design process
Feb. 2021	Bid Phase
Apr. – July 2021	Construction Phase



## S. TAFT SEWER REPLACEMENT

### Background

This project replaces aging sewer main, beginning at McDougall Street and ending at a newer manhole located approximately 300 feet north in Taft Lane.

Paid through existing sewer rate revenues (Sewer 432 CIP Fund).

	Project Budget	Committed Costs	Spent To-Date	Remaining
<b>Design (2020)</b>	16,800	5,550*	4,956	594
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	64,999	0	0	64,999

\*On-call survey contract with Harmsen Inc for \$5,550.

### Update

The project design phase is underway. The design will continue through the remainder of 2020.

### Timeline

2020	Design process
Feb. 2021	Bid Phase
Apr. – July 2021	Construction Phase



## LAKE TYE STORMWATER IMPROVEMENTS

### Background

The existing stormwater treatment bioswale and treatment pond located at the southeast corner of Lake Tye no longer function as originally intended. In 2019, BHC Consultants Inc. prepared a stormwater alternatives report for the city, in which four viable alternatives were identified to improve the water quality of stormwater entering Lake Tye, using current stormwater regulations to develop the alternatives. This project advances the effort by selecting the preferred conceptual design, preparing the plans and specifications for project, and then proceeding with actual construction of the improvements.

Paid through existing storm rate revenues (Storm 432 CIP Fund).

	<b>Project Budget</b>	<b>Committed Costs</b>	<b>Spent To-Date</b>	<b>Remaining</b>
<b>Design (2020)</b>	277,493	0	0	277,493
<b>R/W</b>	0	0	0	0
<b>Construction (2021)</b>	559,133	0	0	599,133

### Update

The city has received a cost proposal from the design consultant (BHC) and is currently reviewing the proposal scope and fee.



## GRANTS

The City actively pursues other sources of project funding through grants. Grants sources include State and Federal resources and help defray the cost of maintaining and improving the City of Monroe's infrastructure. The following is a summary of grant activity that Public Works has received.

<u>Active Grants:</u>	<u>Grant Amount</u>	<u>Description</u>
Sidewalk Railroad Crossing	\$244,500	Fryelands Blvd & 179 <sup>th</sup> Ave SE sidewalks
Chain Lake Rd Shared Path		Extend the concrete sidewalk to Brown Rd.
	\$173,000	Design
	\$488,725	Right-of-Way Acquisition
	\$1,515,692	Construction
US-2 Shared Use Path	\$90,250	Add US2 sidewalk alongside Fairgrounds
N. Madison St.	\$1,299,625	Separate stormwater from the sewer
Blueberry Lane Stormwater	\$2,633,250 +	Repair aging stormwater infiltration system
	\$877,750 (Loan)	
147 <sup>th</sup> St / 179 <sup>th</sup> Ave Signal	\$482,352	Federal grant application to signalize intx.
147 <sup>th</sup> St / 179 <sup>th</sup> Ave Signal	\$116,813	Federal grant award for design phase only
Kelsey Street RR Crossing	\$433,300	Additional crossing safety improvements

Grants										
Status	Project	Agency	Program	Ask	Date	Recommended	Date	Awarded	Date	
Awarded	US2 Sidewalk Extension	PSRC	CMAQ	\$ 90,250	4/26/2016	\$ 90,250	12/27/2016	\$ 90,250	12/27/2016	
Recommended	US2 Sidewalk Extension	PSRC	CMAQ	\$ 432,500	5/11/2018	\$ 432,500	6/8/2018	\$ 432,500	10/31/2018	
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 2,432,867	4/22/2016	\$ 1,515,692	11/4/2016	\$ 1,515,692	12/27/2016	
Encumbered	Chain Lake Rd Trail Extension	PSRC	CMAQ	\$ 661,725	4/23/2014	\$ 583,527	1/15/2016	\$ 583,527	1/15/2016	
Closed	2018 LED Lighting upgrades	TIB	Relight Washington	\$ 11,345	3/1/2018	\$ 11,345	3/2/2018	\$ 11,345.00	4/17/2018	
Closed	Main Street Grind/Overlay	TIB	APP	\$ 518,000	8/18/2017	\$ 440,000	11/22/2017	\$ 440,000	1/18/2018	
Closed	Fryelands Blvd Grind/Overlay	TIB	APP	\$ 444,800	8/13/2018	\$ 444,800	12/11/2018	\$ 444,800	12/11/2018	
Awarded	N. Madison Street Combined Sewer Separation	DOE	SFAP	\$ 1,290,108	10/20/2016	\$ 1,299,625	3/6/2018	\$ 1,299,625	6/25/2019	
Awarded	Blueberry Lane Stormwater Repair	DOE	SFAP	\$ 2,633,250	10/12/2018	\$ 2,633,250	1/18/2019	\$ 3,511,000	6/28/2019	
Awarded	179th Ave Sidewalks	PSRC	CMAQ	\$ 634,650	5/11/2018	\$ 634,650	6/8/2018	\$ 634,650	10/31/2018	
Applied	147th St / 179th Ave Signalized Intersection	PSRC	STP	\$ 482,352	3/26/2020					
Pass	Road Preservation	PSRC	STP APP							
Recommended	147th St / 179th Ave Signalized Intersection	PSRC	STP	\$ 420,000	5/18/2018	\$ 116,813	5/29/2020			
Applied	Kelsey Street Rail Crossing	WSDOT	Railway-Highway Crossing Programs	\$ 433,000	5/29/2020					

## GRANT SUMMARY TABLE

## **OPERATIONS & MAINTENANCE DIVISION**

# Homeless Policy Advisory Committee Implementation Work Report – April 2020

## Policy & Budget:

Through the work of the City and City Council three agenda bills were passed on April 28<sup>th</sup> that are in response to implementing the HPAC recommendations both during covid19 and after we emerge from this crisis. Here is the link to the agenda bills and associated contracts: <http://www.monroewa.gov/AgendaCenter/ViewFile/Agenda/889?html=true>

## Housing, Support Services & Prevention:

### Adjustments to Planning in times of Covid19

The City is continuing to seek out duo purpose items on the Gant Map Chart (below). These items are highlighted in yellow to show the adjustments to focus during covid19. These areas represent opportunities for potential impact for both now and for after we emerge from covid19 hence serving a duo purpose.

### Case Management & Client Data

The City continues to do limited case management to gather data. One couple the City has been working with is currently housed in a hotel by covid19 funding through their Housing Navigator through 211 and the Housing Authority. The couple's vehicle that they had been living in prior has also broke down. The City and local service providers collectively investigated what their situation might be when the temporary housing they were receiving came to an end. City staff has reached out to several affordable housing units and some market rate units and has been unsuccessful in securing anything other than a waiting list.

### Eviction Moratorium Research

The Governor's Eviction Moratorium as it extends to Hotels and Transitional Housing. City staff reached out to the Attorney General's Office to clarify that this couple cannot be evicted under the moratorium guidelines and the response has been that: regardless of the length of their stay, that if they consider it their primary residence, they cannot be evicted from the hotel under the moratorium. The Governor's Eviction Moratorium currently extends to June 4<sup>th</sup>.

City staff and partners translated the Eviction Moratorium into several languages including Spanish.

### Data Sharing & Release of Information (ROI)

The TAC team is exploring the options of a shared data system to help all our local service providers work together. This would collectively provide and maintain an appropriate and consistent level of compassion and accountability for clients. This research includes Release of Information (ROI) and confidentiality.

## **Homeless Policy Advisory Committee Implementation Work Report – April 2020**

### Community Foundation of Snohomish County Grant

The City applied for and received a \$10,000 grant from the Community Foundation of Snohomish County. Some of this money is designated to go towards housing assistance (\$1,500) and has been contracted to be used by Take The Next Step.

The CFSC grant scope of work also includes some funds (\$4,000) for showers as the result of feedback from our homeless population. The Monroe YMCA has been contracted to reopen the Showers After Hours program to help our vulnerable populations maintain good hygiene practices. This service will be offered May 4th - June 11th on Mondays and Thursdays from 11am-1pm.

### Emergency Shelter & One Stop Shop

There is still no location that has been identified as an emergency shelter and one stop shop specific to Monroe. There are ideas being explored surrounding how to create a potential hub and spoke model that branches off the Carnegie Center into Monroe and other cities.

### Technical Advisory Committee (TAC)

The TAC meetings for this month were changed to service provider check ins as many of our TAC members needed to be able to shift focus and respond to the immediate crisis. This was at the time the best way for this group to support our service providers and has become an unbelievably valuable source of information sharing and action for the community.

The service providers began doing weekly check ins over zoom. A list was created of local resources for the City website and as a reference: <https://www.monroewa.gov/937/Additional-Resources> . The ability to swiftly know who could respond to what needs and get that updated information out was a huge success for the team in working together.

In May, the TAC will resume now under the facilitation of Jody Beisner with Everett Gospel Mission. This be the most direct route for the TAC to develop the criteria needed and write the Requests for Proposals RFP(s) now on schedule for being produced out of this group by July 31<sup>st</sup>.

### EnviroIssues & The Communications Consultant Team

The Communications Consultant team has been working hard to develop content and branding for the launch or the #wearemonroe campaign. The response to covid19 has required adjusting the communication plan and timeline. The team has decided to begin by seeking stories of Acts of Kindness and highlighting how our community is staying strong and positive during the pandemic. (Attachment A.)

### Support Services

The partnership with McKinney Vento and the school district is being strengthen by check in zoom meetings and connecting with the new Superintendent for MSD.

## **Homeless Policy Advisory Committee Implementation Work Report – April 2020**

McKinney Vento has been partnering with the foodbank and staying in touch with their families.

There have now been a couple of local food drives organized by our partners to support the food bank.

Teams of volunteers are delivering food from the food bank to people who are in need. The need is growing in the community, but the response is incredible in both services and volunteers.

Volunteers are making hundreds of masks that are being donated to the City, service providers and going out to the public.

Agencies that serve our communities children, like the YMCA, The Boys & Girls Club and Housing Hope's program Tomorrow's Hope have been attending to the needs of first responders and essential workers extending many scholarships and reducing rates.

### **Partners & Public Safety:**

During these times of covid19 local partnerships have accelerated in becoming formed. Partnerships are proving to be strong and responsive in their working relationships. The adjustments the service providers are making to deliver services, work together and to educate the public in responding to homelessness poverty and prevention during this pandemic...is amazing!!

#### SAFE Teams

Through partnerships at the County level, the City was able to quickly join forces with the Department of Emergency Management and the SAFE Teams. City staff joined MPD and the embedded social worker team going out into the encampments and helping screen our homeless population for covid19.

The City gathered feedback about what services the homeless populations were struggling to access under the new covid19 regulations. A service that was frequently identified on the survey was laundry. Providing this service potentially could be explored and perhaps funded through the CFSC grant.

The teams offered resources and handed out hygiene and PPE kits. The PPE kits were also a result of the CFSC grant funds the City received and coordinating volunteer efforts to assemble the kits.

The SAFE Teams outreach effort reached 15 individuals, none of whom had signs of covid19 or had thought they had been exposed.

# Homeless Policy Advisory Committee Implementation Work Report – April 2020

## New Level of Services

Law enforcement has been responding to increased domestic violence and is partnering with a counselor as a resource.

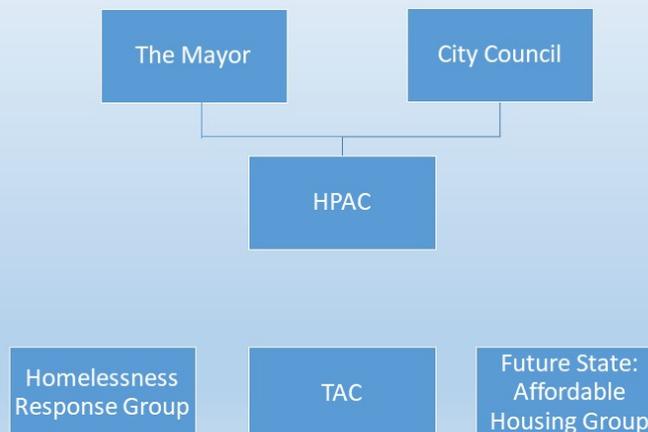
The City of Monroe has installed a Sanican and hand washing station at City Hall as a response to the public health concern over the closure of public restrooms.

## HPAC

The City continues to reach out to stake holders and share the HPAC recommendations and action plan.

When the stay home order lifts the City will work to reconvene the HPAC by making an announcement, releasing applications and scheduling interviews with new applicants and those interested in continuing with the standing Ad Hoc Committee as approved by the Council. This will become a critical community perspective filter in the emerging governance model for implementing the HPAC recommendations.

## Engagement Flow Chart



	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								
Evaluate Property Units			X	O								
Negotiate Lease – Master Leasing				O								
Write RFP and Secure Program Manager through RFP				CV								
Develop criteria with TAC	O	O	CV	CV								
Provide Rental Assistance through RFP	O	O	O	X								
Establish Sky Valley Housing Consortium	X	O	CV	X								
Inventory Surplus Property			X	X								
Identify Housing Needs	O	X	X	X								
Work with TAC to identify partners and available funding		X	X	X								
<b>B. Partners</b>												
Form a TAC	X	X	X	CV								
Identify non-profit stakeholders and partners	X	X	X	X								
Determine shared mission and vision		O	O	O								
Evaluate needs and resources for one-stop shop			X	CV								
Write scope of work for RFP for one-stop shop				CV								
Establish Transportation service between Sky Valley and Everett	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								
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								

	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								
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**C. Prevention**

Educational Campaign (Enviroissues Contract)	X	X	X	X								
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Develop education and outreach communication plan	X	X	X	X								
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Educate Property Owners about laws, enforcement, trespass – Chamber of Commerce & Downtown Monroe Association		O	O	CV								
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Educate public about aggressive panhandling, property crime, and personal safety		O	O	CV								
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Educate public about safety regarding vigilantism and bullying		O	O	CV								
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Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program.												
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Develop working relationship with McKinney Vento liaison at Monroe High School				X								
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Identify needs of homeless families	O	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								
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**D. Public Safety**

Implement law enforcement strategies	O	O	O	X								
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Review Solicitation Regulations		O	O	CV								
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Evaluate Bail Fees				CV								
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Develop and implement Block Watch Program – residential and business buy in/ education/ communication – training & certification program												
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Continue Embedded Social Worker Program	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								
Public Defender (New level of services)			X	X								
Install Cameras in Parks	O	O	O	O								
Collect data on court cases. Determine with Monroe Municipal Court the costs/benefits of community court model												
Identify partners to develop community court model												
Determine with Monroe Municipal Court and partners the cost/benefits of community court model												

**E. Support Services**

Coordinated Services – One Stop Shop				CV								
Develop scope of work with TAC	X	X	CV	CV								
Issue RFP			CV	CV								
Award RFP												
Establish Homeless HMIS/by name lists												
Work with TAC and Snohomish County to identify resources to provide housing and mental health navigators in the Sky Valley	X	X	CV	X								
Provide facilities and funding for non-profits	O	O	CV	X								
Work with Take the Next Step and Volunteers of America to designate a family resource center and/or services in Monroe			O	O								

**F. Policy & Budget**

Define 2021 Work Plan, Priorities, and implementation Model												
Identify performance measures, and a full HMIS utilized by service providers.												
Lobby for changes to State and Federal law	X	O	O	O								
Collaborate with Affordable Housing Consortium (AHC) on writing new												

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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housing chapter for the city's comprehensive plan update.												
Continue HPAC as a standing committee	X	O	CV	CV								
Implement HB1406 and explore all revenue options for housing, mental health and chemical dependency.	X	X	X	X								
Identify needs			X	X								
Develop criteria with TAC												
Provide Rental Assistance through RFP	O	O	O	CV								
Evaluate Program												



# We Are Monroe Campaign Plan

## Context

In the February 2020, the City of Monroe adopted a communications plan focused on homelessness. The aim was to help the City communicate proactively, clearly, and consistently about this charged and complex issue, while dispelling misinformation and providing residents with the information they need to get or provide help.

The plan includes guidelines and content for direct communications from the City (e.g. success stories, volunteer opportunities, where to find help, etc.) and outlines an ambassador program that engages Monroe residents in neighbor-to-neighbor communications. The final piece of the plan is the “We Are Monroe” campaign, which supports the rest of the plan by building connections and community. More below.

## Campaign Concept

The original “We Are Monroe” campaign concept is similar to the [Humans of New York](#) series, featuring a wide variety of community members – sharing quotes, values, fun facts, photos, and/or short videos. Stories will feature both housed and unhoused residents, and while the campaign may eventually touch on the issue of homelessness, it will never disclose the housing status of those featured. And that will be the point. Because at the end of the day, “we are *all* Monroe.”

The intention is still to run the original campaign, but in light of COVID-19, we will focus the initial phase of the campaign on acts of kindness and fun, highlighting the best of Monroe in these unprecedented times.

## Campaign Goal

Elevate commonalities and shared values among Monroe residents, spark connections, and ultimately cultivate empathy that is grounded in shared humanity rather than circumstances.

## Audience & Outcomes

This campaign is designed to reach all Monroe community members. Desired outcomes for the first phase of the campaign include the following. Monroe community members ...

- Are uplifted when they read about what their community members are doing to help each other
- Feel a kinship with their neighbors and pride in their community
- Engage in their own acts of kindness
- Share the acts of kindness they see

## Key Messages & Sample Stories

### Key Message

Monroe pulls together. We help each other. In small and big ways.

## Story Collection Criteria

People who are collecting stories for the campaign should:

- Include a written statement (<100 words) describing the act of kindness or fun, including who did what
  - The story should be about a person – not an organization
- Include a headline: We are \_\_\_\_\_. (For example: We are crafters.) This will overlay the photo for quick social media scanning.
- Include a photo (more on the criteria below)
- Include confirmation that the subject gave permission to share their story and photo in the campaign
- Explore translating the stories and/or sharing a mix of stories in English and Spanish to reach all Monroe residents
- Strive for a collection of stories that includes big and many small acts of kindness and fun (that anyone could do) – we don't want to unintentionally make community members feel like they're not doing enough. Silly is good too. 😊

## Photo Criteria

Photos in this campaign should be:

- Of the story subject (ideally), or something that represents the story (no logos or illustrations)
- High resolution and horizontal to suit social media image dimensions
- Edited in Canva for consistency:
  - Crop the image to focus on the story subject
  - Select the banner color that best suites the photo
  - Apply the "Summer" filter at 50%
- Photos will be edited using a square, Instagram template that can be used for both Facebook and Instagram. That way they can be posted simultaneously from Instagram.

## Sample Story & Photo

Julie Moyer has been volunteering her mornings Monday through Friday to make lunches in the Monroe Community Senior Center kitchen. She makes about 30 per day with 20 being distributed to the residents at the Village East Apartments next door. The remainder are available Monday through Friday from 12:00 to 12:30 to anyone in the community who is in need. #WeAreMonroeWA #MonroeGrateful #MonroeStrong #WeGotThisMonroe

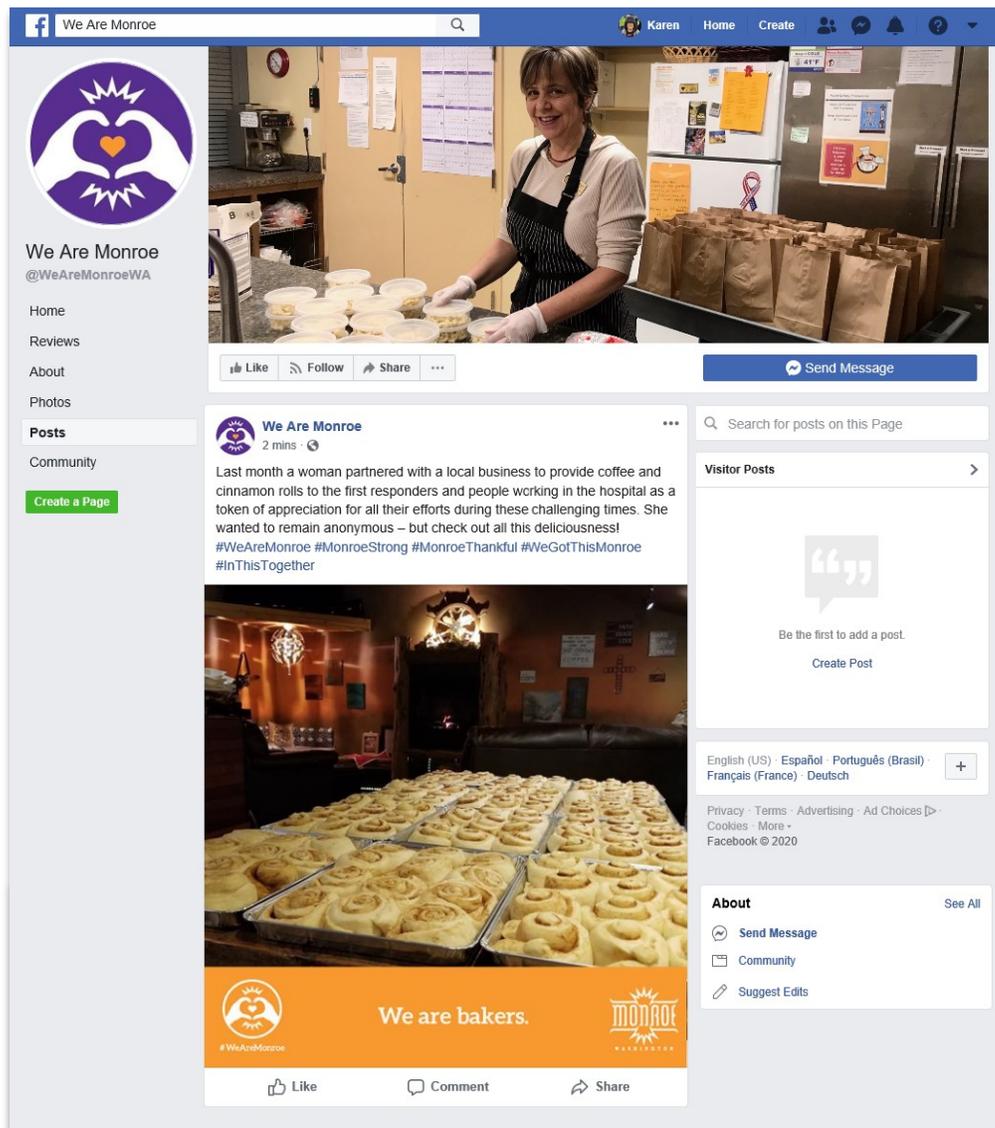


We are volunteers.



# Visual Identity

The logo for #WeAreMonroe mirrors the starburst element of the City logo and uses the City's purple, blue, and orange color palette. The design was informed and refined by input from City of Monroe staff and HPAC members. It was inspired by Monroe characteristics such as: community-minded, caring, involved, and neighborly. The campaign will live on Facebook and Instagram, below are some mock-ups.



Instagram

wearemonroewa Following 34 posts 1 follower 0 following

POSTS TAGGED

We are volunteers.

We are bakers.

We are crafters.





We are crafters.



#WeAreMonroe

wearemonroewa • Following

wearemonroewa Corky Savoie And Trudy Duggan are sewing masks to keep our community safe. Last count: 100+ masks! #WeAreMonroe #MonroeStrong #MonroeThankful #KeeptheCurveFlat #WeGotThisMonroe #InThisTogether

6m

Be the first to like this

6 MINUTES AGO

Add a comment...

Post

## Channels & Messengers

The City of Monroe will set up and manage a “We Are Monroe” Facebook page and Instagram account like the mock-ups above. Stories will originate and live in these two channels but will need additional promotion to gain traction. We will reach out directly to potential messengers and use @ mentions to increase visibility.

### Messengers & Cross-Promotion

- [City of Monroe](#) and [Monroe Police Department](#) Facebook pages
- [City of Monroe Twitter](#) feed
- Community-led [You Had Me at Monroe](#) Facebook group
- Mayor Thomas’ e-newsletter: [Monroe This Week](#)
- [City of Monroe website](#)
- NextDoor groups
- [Monroe Monitor](#)
- [Monroe Chamber of Commerce](#)
- Social media influencers
- Partner organizations

### Hashtags

- #WeAreMonroeWA
- #MonroeStrong
- #MonroeThankful
- #KeeptheCurveFlat
- #WeGotThisMonroe
- #ChooseMonroe
- #InThisTogether

## Campaign Launch

When the campaign has been approved by City Council, it will be launched. We plan to post between 2-4 stories per week. Below are the next steps. The point-people mentioned are City staff Rich Huebner and Rachel Adams and EnviroIssues consultant, Willow Russell.

Campaign Next Steps	
Activity	Point Person(s)
Transfer Facebook and Instagram accounts to the City of Monroe	Rich, Willow
Link Instagram and Facebook accounts for simultaneous posting	Rich, Willow
Review stories and get the final okay from story subjects	Rachel
Queue up first stories on Facebook and Instagram with hashtags and @ mentions ( <a href="#">see this video for how to post on Instagram from your computer</a> )	Rich, Rachel
Finalize list of influencers and cross-promoters (above) with contact info	Rich

Post guidelines including the types of comments that will be removed	Rich
Work out any final kinks	Willow, Rich
Launch campaign	Rich, Rachel
Work with HPAC to collect new stories (making sure they get permission from subjects)	Rich, Rachel
Reach out to cross-promoters once there are 10 or so stories published	Rich, Rachel
Identify goals and metrics to track throughout the campaign (e.g. number of followers and interactions) using Facebook and Instagram analytics	Rich
Schedule two-four stories per week	Rich, Rachel
Monitor accounts and comments, keeping an eye out for trolls	Rich, Rachel

## Basic Steps for Producing and Posting a Story

Activity	Steps	Point Person(s)
Find and produce the story	<ol style="list-style-type: none"> <li>1) Find the story</li> <li>2) Write up a &lt;100-word piece</li> <li>3) Get a high-res, horizontal photo to go with it (preferably of the story subject or something that represents the story)</li> <li>4) Confirm permission from the story subject</li> <li>5) Send story and photo to Rachel and Rich at <a href="mailto:wearemonroewa@monroewa.org">wearemonroewa@monroewa.org</a></li> </ol>	HPAC members
Edit story	<ol style="list-style-type: none"> <li>1) If needed, edit the story so that it is clear and the right length</li> <li>2) Select your hashtags, always including #WeAreMonroeWA</li> </ol>	Rachel, Rich
Create the Instagram image  Here's a quick <a href="#">tutorial video</a>	<ol style="list-style-type: none"> <li>1) Upload the image to Canva</li> <li>2) Insert the image in the Instagram template</li> <li>3) Crop to focus the viewers' attention on the subject</li> <li>4) Apply the "Summer" filter to the photo</li> <li>5) Select the banner color that best compliments the photo</li> <li>6) Update the "headline" for the photo: We are _____. (Be sure to use Aleo for the text)</li> <li>7) Download the photo</li> </ol>	Rachel, Rich
Post the story on Instagram	<ol style="list-style-type: none"> <li>1) Upload the photo with the banner</li> <li>2) Add your story text and hashtags</li> <li>3) Tag/@mention any cross-promoters and/or the story subject</li> <li>4) Set Instagram to post simultaneously to Facebook</li> </ol>	Rachel, Rich
Update @mentions on Facebook	<ol style="list-style-type: none"> <li>1) After the post has published to Facebook, make sure the image still looks good</li> <li>2) Add @mentions and message any relevant cross-promoters</li> </ol>	Rachel, Rich
Monitor comments	<ol style="list-style-type: none"> <li>1) Keep an eye out for trolls and remove any of their comments</li> </ol>	Rachel, Rich



# MONROE THIS WEEK

June 5, 2020 • Vol 6/Edition 21



*Thank you for reading Monroe This Week.*

*This week's edition provides details on the powerful and peaceful Justice March for George Floyd, personal messages to our community from myself and Police Chief Jolley, an update on the move to Phase 2, and updated 2020 Census response data for Monroe.*



*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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## POWERFUL, PEACEFUL PROTEST MARCH HELD YESTERDAY

On Thursday, June 4, our community came together for an exceptionally powerful Justice March for George Floyd. Organized by Isaiah Cole and Caleb Cole, the March gathered at the Grocery Outlet parking lot and progressed peacefully along Main Street, 179th Avenue SE and 154th Street SE, concluding at Lake Tye Park. At the Park, community members joined in a moment of silence and reflection.



Photo Credit: Whitney Davis Photography

I am grateful for Isaiah and Caleb's invitation to speak at the Lake Tye Park gathering, along with former Monroe High School Football Coach Michael Bumpus, Monroe High School English Teacher and Black Student Union Advisor Michelle Patzelt, and community member Junelle Lewis. At the Park, I signed a [Proclamation](#) condemning racism, discrimination and hatred, and presented copies to Isaiah and Caleb. In the Proclamation, I make the following promises on behalf of myself and my administration:

- To better understand and acknowledge the privileges that I experience.
- To enforce accountability, fairness, equity and justice in all departments of the City.
- To promote and embrace diversity, equity, inclusiveness and justice for everyone in our community.
- To listen and learn about how I and our community can do better to embrace and support people who are marginalized and discriminated against.

Through this Proclamation, I submit that residents, employers, places of worship, and elected officials in our community must engage in similar commitments to condemn and stand against racism, discrimination, and hatred and to support peace, love, positivity, and a true unity of spirit.

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### A PERSONAL MESSAGE TO OUR COMMUNITY:

My heart aches at so many things that our community, our country, our world is going through.

I need to do so much better at confronting actions and speech that divide us as people – and I need your help.

I need to do so much better at creating safe and common ground for dialogue and real actions to implement genuine change – and I need your help.

I need to do better advocating for and creating equity, inclusion, diversity and justice for everyone in our community – and I need your help.



I need to do this because it is the right and moral thing to do– not just for our neighborhoods, but also for our country and our global community of humanity – for one another – and I need your help.

Together we need to persevere in these efforts – we need a change in our culture, institutions, and ourselves. We need to practice our thoughts and prayers – we need to take action out of genuine love for our neighbor.

In these times, it can be challenging for us to physically come together – and yet, many of us are yearning to be with our community. To bring us together when we are asked to stay apart, the Monroe Parks Department has created a special heart-shaped trail at Sky River Park.

I invite you to Walk the Heart at Sky River Park, located at 413 Sky River Parkway here in Monroe. My hope is that each of us will take the time as we Walk the Heart to reflect upon what each of us can do better... and what WE can do better as a community.



If you like, use your smart watch or phone to trace your steps, and when you are done, share your heart on your social media page.

I invite you to share your thoughts and reflections with me – because I need your help.

Over the next weeks, I will be working with residents and partners in leadership across our community to identify those actions we can take to do better.

I can do better and working together with your help – we will do better.

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## **A MESSAGE FROM CHIEF JOLLEY:**

This past week's events have been sobering for our nation. The horrific act of a group of officers through their actions and inactions that killed George Floyd has left us all in disbelief and outrage. The video, while hard to watch, was viewed by all of our officers with good discussions on not only the actions of one officer but also for those officers that could have stepped in and stopped the tragedy.



Last Friday, our department was notified of a peaceful demonstration that would occur in Monroe the following day, and we are thankful that was exactly what happened. Saturday night, we had Monroe Police Officers respond to Seattle as a part of the North Sound Metro SWAT Team. This same team responded Sunday night to Bellevue. I am very grateful those officers made it home and back to their families safely.

We continue to support our law enforcement partners, working as a team, to

keep peace in our communities. The men and women of the Monroe Police Department are committed to protecting the constitutional rights of all those we serve, equally, fairly, and without bias. I am extremely proud of our officers and the professional manner in which they conduct themselves. Our officers train to the highest standards and best practices in Crisis Intervention Training, de-escalation, use of force, ethics and are fully partnered with and part of the community.

On a personal note, as the father of a young black man, I worry daily for his safety and am angered by the unnecessary death of George Floyd, it did not have to happen. As a Police Chief, I am saddened that the actions by a few officers in Minneapolis have caused suffering across our nation, and sullied this profession. At this critical time, we should all stand together, reach out with support for each other, and collectively denounce the actions that led to / caused this horrible death.

I welcome the dialog that sheds light on police interactions and ways to improve our relations with our diverse community. As your Police Chief, I commit to continuing a police department that is professional, ethical, and strives to serve and protect our community.

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## SNOHOMISH COUNTY APPROVED TO MOVE TO PHASE 2

I am pleased to share with you that the Governor announced today that Snohomish County, including the City of Monroe, will be moving into Phase 2 in the re-opening of our community and economy, effective immediately. I have given direction to city staff to get information out to businesses and residents about what it means to be moving into Phase 2. Updates will be provided on the City of Monroe [Facebook page](#), and on the city's COVID-19 [Response and Information](#) and [Business Resources](#) websites.



The Monroe Parks Department is excited to reopen park facilities in compliance with Phase 2 guidance. Crews are currently working to reopen all 14 parks facilities in Monroe, and appreciate your patience as this process unfolds. Today the Parks Department is reopening Wiggly Field Dog Park, Board and Blade Skate Park, tennis courts, basketball courts, restrooms, playgrounds, covered shelters (up to the gathering limit), and sports fields for limited practices in compliance with the [Governor's guidelines for sporting activities](#). As our park facilities reopen, please remember that social distancing guidelines are still in effect during Phase 2. The Parks Department has prepared a flyer, in [English](#) and [Spanish](#), which is also being posted physically at each park site, with best practice tips for maintaining social distancing in our city parks.

With today's announcement, businesses that implement social distancing guidelines are allowed to reopen, and small social gatherings and activities may also resume. The Snohomish Health District has published a [blog post](#) and released this [helpful flyer](#) detailing activities approved in Phase 2.

In Phase 2, Monroe businesses will be allowed to reopen dine-in service at

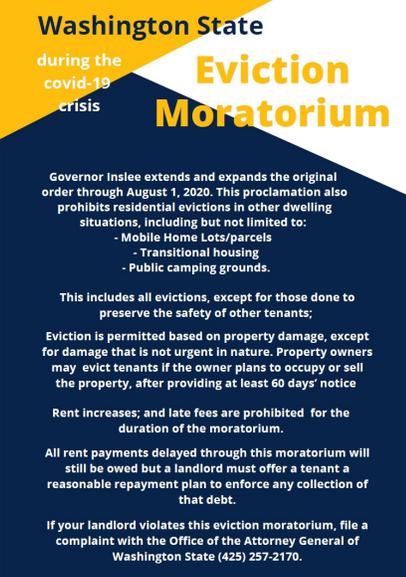
restaurants with 50% capacity, and retailers which implement social distancing guidelines may conduct in-store sales. Additionally, barber shops, hair and nail salons, tattoo parlors and pet groomers can reopen, and places of worship may conduct in-person services, weddings and funerals that align with physical distancing rules and size constraints. Camping and other outdoor recreation activities, such as biking and climbing, can resume with limited group sizes, and nannies, house cleaners and real-estate firms can also return to work.

Businesses reopening in Phase 2 must follow general guidelines in regards to social distancing, face coverings, and signage, and specific guidelines for business sectors. Economic Development Specialist James Palmer has prepared [a newsletter](#) detailing the general guidelines, with links to the industry specific guidelines and tips for business on how to confirm or ascertain maximum capacity details.

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## RESIDENTIAL EVICTION MORATORIUM EXTENDED

On Tuesday, June 2, Governor Jay Inslee [extended](#) a moratorium on residential evictions through August 1. Under this moratorium, residential evictions are prohibited with a few exceptions. Evictions may still occur in the interest of preserving the safety of other tenants, for property damage that is urgent in nature, or, with 60 days' notice, if the owner intends to personally occupy or sell the property. Rent increases and late fees are prohibited for the duration of the moratorium; rent payments delayed during the moratorium are still owed, and landlords are required to offer tenants reasonable repayment plans. The city has produced a [flyer](#), in both English and Spanish, detailing tenant rights under the moratorium and options if they feel their rights under the moratorium have been violated.



**Washington State**  
during the  
covid-19  
crisis

### Eviction Moratorium

Governor Inslee extends and expands the original order through August 1, 2020. This proclamation also prohibits residential evictions in other dwelling situations, including but not limited to:

- Mobile Home Lots/parcels
- Transitional housing
- Public camping grounds.

This includes all evictions, except for those done to preserve the safety of other tenants;

Eviction is permitted based on property damage, except for damage that is not urgent in nature. Property owners may evict tenants if the owner plans to occupy or sell the property, after providing at least 60 days' notice

Rent increases; and late fees are prohibited for the duration of the moratorium.

All rent payments delayed through this moratorium will still be owed but a landlord must offer a tenant a reasonable repayment plan to enforce any collection of that debt.

If your landlord violates this eviction moratorium, file a complaint with the Office of the Attorney General of Washington State (425) 257-2170.

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## HAVE YOU COMPLETED YOUR 2020 CENSUS?

Since I last reported on the 2020 Census here in *Monroe This Week*, our city's response rate has increased by approximately 10 percent; but there's still plenty more to go. As of today, Monroe's Self-Response rate sits at 69.1% (we're beating the state, which sits at 65.9%).



The information is used to direct billions of dollars in federal funds to local communities for schools, roads, and other public services. Results are also used to determine the number of seats each state has in Congress. Completing the Census is quick and easy. You can help bring federal funds to Monroe and raise our response rate by completing the [2020 Census](#).

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# UPCOMING CITY COUNCIL MEETING

The City Council will meet in a Regular Business Meeting on Tuesday, June 9, 2020. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the June 9 agenda.

[Council Agendas/Minutes](#)

## CITY COUNCIL MEMBERS



Councilmember  
Patsy Cudaback



Councilmember  
Kevin Hanford



Councilmember  
Ed Davis



Councilmember  
Jason Gamble



Councilmember  
Jeff Rasmussen



Councilmember  
Kirk Scarboro



Councilmember  
Heather Rousey

Have a question for your Councilmembers?  
Contact them at [councilmembers@monroewa.gov](mailto:councilmembers@monroewa.gov)

