

**MONROE CITY COUNCIL**  
**Regular Business Meeting**  
**June 23, 2020, 7:00 P.M.**

**Zoom Online Meeting Platform**

**Join:** <https://us02web.zoom.us/j/83765403110>

**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/83765403110>; or
- Dial in: (253) 215-8782
- Meeting ID: 837 6540 3110

Roll Call

Pledge Of Allegiance

1. Mayor Thomas

Documents:

[American Flag.jpg](#)

Executive Session

1. To discuss two (2) items related to property acquisition pursuant to RCW 42.30.110(1)(b)

Action may or may not be taken.

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 AP Checks and ACH Payments

Documents:

[AP Approval - Packet 1.pdf](#)  
[AP Approval - Packet 2.pdf](#)  
[AP Approval - Packet 3.pdf](#)  
[AP Approval - Packet 4.pdf](#)

### 2. AB20-082: Approval of 2021 Budget Development Calendar (B. Hasart)

Documents:

[AB20-082 2021 Budget Development Calendar.pdf](#)

### 3. AB20-083: Accept Project/Begin Lien Period for 2019 Annual Road Maintenance Project (S. Peterson)

Documents:

[AB20-083 2019 Annual Road Maintenance Project.pdf](#)

### 4. AB20-084: Authorize Mayor to sign Contract with Garland DBS, Inc. for the Monroe Boys and Girls Club Roof Retrofit Project (J. Roberts)

Documents:

[AB20-084 Boys and Girls Club Roof Retrofit.pdf](#)

### 5. AB20-085: Resolution 008/2020 Adopting the 2021-2026 Transportation Improvement Plan (S. Peterson)

Documents:

[AB20-085 Transportation Improvement Plan.pdf](#)

### 6. AB20-086: Ordinance 006/2020 Amending MMC 3.54.130, Transportation Impact Fees, Final Reading (S. Peterson)

Documents:

[AB20-086 Transportation Impact Fees.pdf](#)

### 7. AB20-087: Authorize Preparation of Plans and Specifications/Solicitation of Bids for 147th Signal and Authorize Mayor to sign Local Agency Agreement (S. Peterson)

Documents:

[AB20-087 Plans and Specs - Solicitation of Bids - 147th Signal.pdf](#)

## Unfinished Business

1. AB20-088: East Monroe Property Appraisal and Acquisition (D. Knight)

Documents:

[AB20-088 East Monroe Property Appraisal and Acquisition.pdf](#)

## New Business

1. AB20-089: Approve Republic Services Contract Amendment No. 3, Sustainability Surcharge (B. Hasart)

Documents:

[AB20-089 Republic Services Contract Amendment.pdf](#)

2. AB20-090: Ordinance 007/2020 Establishing 2.06 MMC, Limited Commission Officers, First Reading (B. Swanson)

Documents:

[AB20-090 Limited Commission Officers.pdf](#)

3. AB20-091: Resolution 007/2020 Establishing the Community Human Services Advisory Board (CHSAB), formally known as the Homelessness Policy Advisory Committee (HPAC) (D. Knight)

Documents:

[AB20-091 Community Human Services Advisory Board.pdf](#)

4. AB20-092: Resolution 009/2020 Amending the Master Fee Schedule (B. Hasart)

Documents:

[AB20-092 Master Fee Schedule.pdf](#)

5. AB20-093: Ordinance 009/2020 an Interim Ordinance to allow Temporary use of Private Property/Parking Areas for Outdoor Dining (B. Swanson)

Documents:

[AB20-093 Outdoor Dining.pdf](#)

## Councilmember Reports

### Staff/ Department Reports

1. Economic Development (D. Knight)

Documents:

[Report - Economic Development.pdf](#)

2. Human Resources/IT (B. Warthan)

Documents:

[Report - HR and IT.pdf](#)

3. Homelessness Policy Advisory Committee (HPAC) (D. Knight)

Documents:

[Report - HPAC.pdf](#)

Mayor/ Administrative Reports

1. City Administrator Update (D. Knight)

2. Mayor's Update

- Monroe This Week (June 19, 2020, Volume 6, Edition 23)
- Proclamation: Amateur Radio Week

Documents:

[MTW Volume 6 Edition 23.pdf](#)

[Proclamation - Amateur Radio Week.pdf](#)

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.



ROUTING SLIP - CHECK APPROVAL

6/9/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

Date:	<u>5/29/20</u>	\$	<u>11,707.39</u>	<u>Check Numbers</u>	<u>91202-91210</u>
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Check Total: 11,707.39

Date:	<u>5/29/20</u>	\$	<u>18,517.71</u>	ACH
Date:	<u>5/29/20</u>	\$	<u>73.73</u>	ACH

Electronic Total: 18,591.44

Total Claims This Period: 30,298.83

Committed Checks Voided

Signed  Date: 15 June 2020  
Finance Director

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

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

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

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 05/29/2020 - 9:28AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
91202	5/29/2020	Department of Corrections	AP		37.16
91203	5/29/2020	Department of Emergency Management	AP		6,785.75
91204	5/29/2020	Christopher Leif Griffen	AP		600.00
91205	5/29/2020	Kickit Graphics Inc	AP		236.93
91206	5/29/2020	Phil Olbrechts	AP		1,228.50
91207	5/29/2020	Pacific Air Control Inc	AP		549.78
91208	5/29/2020	Pulte Home of WA	AP		65.00
91209	5/29/2020	Sprague Pest Solutions Inc	AP		254.27
91210	5/29/2020	Truax Patient Services	AP		1,950.00

Total Check Count: 9

Total Check Amount: 11,707.39

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 05/29/2020 - 9:31AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	5/27/2020	AFTS	AP	5/27/2020	3,070.15
0	5/27/2020	Allstream Business US Inc	AP	5/27/2020	1,880.57
0	5/27/2020	Associated Petroleum Products Inc	AP	5/27/2020	1,322.56
0	5/27/2020	ISOutsource	AP	5/27/2020	5,553.41
0	5/27/2020	Perteet Inc	AP	5/27/2020	2,832.75
0	5/27/2020	Springbrook Software LLC	AP	5/27/2020	3,665.00
0	5/27/2020	SSA Oil Inc	AP	5/27/2020	193.27
0	5/29/2020	NI Government Services Inc	AP	5/27/2020	73.73

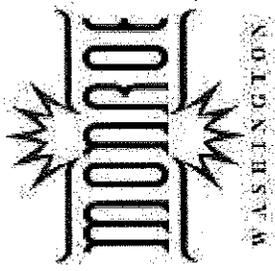
Total Check Count: 8

Total Check Amount: 18,591.44

# Bank Reconciliation

## Disbursement Detail

User: Cheri  
 Printed: 05/29/2020 - 9:33AM  
 Date Range: 05/25/2020 - 05/29/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 001 General Fund</b>				
	0 05/29/2020	NI Government Services Inc	satellite phone	18.43
	0 05/27/2020	SSA Oil Inc	Patrol Car Wash	193.27
	91202 05/29/2020	Department of Corrections	Business Cards - Rachel Adams	37.16
	91203 05/29/2020	Department of Emergency Management	2nd QTR 2020 EM Services	1,696.44
	91204 05/29/2020	Christopher Leif Griffen	Griffen Law - April 2020	600.00
	91205 05/29/2020	Kickit Graphics Inc	Workshirts for Rick Huebner	236.93
	91209 05/29/2020	Sprague Pest Solutions Inc	Pest Control - 528 S. Blakely St.	92.91
	91210 05/29/2020	Truax Patient Services	Narcan	1,950.00
			<b>Total for Fund:001 General Fund</b>	<b>4,825.14</b>
<b>Fund: 411 Water Maintenance &amp; Operations</b>				
	0 05/27/2020	AFTS	Postage - Utilities	1,023.28
	0 05/29/2020	NI Government Services Inc	satellite phone	18.43
	0 05/27/2020	Springbrook Software LLC	Springbrook Transactions	1,209.45
	91203 05/29/2020	Department of Emergency Management	2nd QTR 2020 EM Services	1,696.44
			<b>Total for Fund:411 Water Maintenance &amp; Operations</b>	<b>3,947.60</b>
<b>Fund: 421 Sewer Maintenance &amp; Operations</b>				
	0 05/27/2020	AFTS	Postage - Utilities	1,023.28
	0 05/29/2020	NI Government Services Inc	satellite phone	18.44
	0 05/27/2020	Springbrook Software LLC	Springbrook Transactions	1,209.45
	91203 05/29/2020	Department of Emergency Management	2nd QTR 2020 EM Services	1,696.44
			<b>Total for Fund:421 Sewer Maintenance &amp; Operations</b>	<b>3,947.61</b>
<b>Fund: 431 Stormwater Maint &amp; Operations</b>				
	0 05/27/2020	AFTS	Postage - Utilities	1,023.59
	0 05/29/2020	NI Government Services Inc	satellite phone	18.43
	0 05/27/2020	Springbrook Software LLC	Springbrook Transactions	1,246.10
	91203 05/29/2020	Department of Emergency Management	2nd QTR 2020 EM Services	1,696.43
			<b>Total for Fund:431 Stormwater Maint &amp; Operations</b>	<b>3,984.55</b>

Check#	Check Date	Payable To	Purpose	Amount
Fund: 510 Information & Tech Services				
	0 05/27/2020	Allstream Business US Inc	Long Distance Charges	1,880.57
	0 05/27/2020	ISOsource	Billable services	5,553.41
			Total for Fund:510 Information & Tech Services	7,433.98
Fund: 520 Equipment & Fleet Management				
	0 05/27/2020	Associated Petroleum Products Inc	PW vehicle fuel	1,322.56
			Total for Fund:520 Equipment & Fleet Management	1,322.56
Fund: 530 Facilities Management				
	91207 05/29/2020	Pacific Air Control Inc	HVAC - PW New Bldg	549.78
	91209 05/29/2020	Sprague Pest Solutions Inc	Pest Control	161.36
			Total for Fund:530 Facilities Management	711.14
Fund: 631 Agency Fund				
	0 05/27/2020	Perteeet Inc	Refund - Kettel Ridge	2,832.75
	91206 05/29/2020	Phil Olbrechts	Hearing Examiner fees - Olbrecht February 2020 replace lost c	1,228.50
	91208 05/29/2020	Pulte Home of WA	Refund for Pulte Home 13315/13407 Chain Lk Rd	65.00
			Total for Fund:631 Agency Fund	4,126.25
			Grand Total	30,298.83



# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 06/04/2020 - 1:28PM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	6/3/2020	BHC Consultants LLC	AP	6/3/2020	560.70
0	6/3/2020	Golden Rule LLC	AP	6/3/2020	10,830.00
0	6/3/2020	IER Environmental Services Inc	AP	6/3/2020	2,467.91
0	6/3/2020	Inland Environmental Resources Inc	AP	6/3/2020	9,478.50
0	6/3/2020	Lowe's Home Centers Inc	AP	6/3/2020	509.42
0	6/3/2020	Monroe Law Group	AP	6/3/2020	14,000.00
0	6/3/2020	SoftResources	AP	6/3/2020	23,450.00
0	6/3/2020	S360 Strategies 360, Inc	AP	6/3/2020	4,000.00

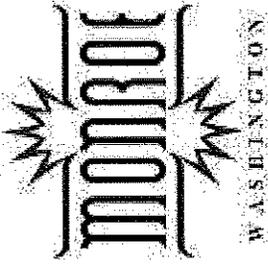
Total Check Count: 8

Total Check Amount: 65,296.53

# Bank Reconciliation

## Disbursement Detail

User: Cheri  
 Printed: 06/04/2020 - 1:31PM  
 Date Range: 06/01/2020 - 06/03/2020  
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 001 General Fund</b>				
0	06/03/2020	Lowes Home Centers Inc	Lowes invoices April 2020 -fasteners	223.23
0	06/03/2020	Golden Rule LLC	Professional services June 2020	10,830.00
0	06/03/2020	Monroe Law Group	PDFDR Services May 2020 - Monroe Law	14,000.00
0	06/03/2020	S360 Strategies 360, Inc	Service S360 WA Div. April 2020	4,000.00
91211	06/03/2020	The Other Company	Court Study April 2020 - The Other Company	14,547.67
91218	06/03/2020	HealthEquity Employer Services	HSA monthly payment	23.60
91219	06/03/2020	Karen Reed Consulting, LLC	Court Study : April 2020 Services	2,070.00
91221	06/03/2020	Jessica Ness	Judge's Salary Ness - June 2020	6,388.00
91223	06/03/2020	Snohomish County Sheriffs Office	Jail Service fees April 2020	7,910.81
91224	06/03/2020	Snohomish County Sheriffs Office	Misc. Warrant Entries 1st QTR 2020	478.95
91225	06/03/2020	Snohomish Health District	Embedded social worker Jan - March 2020	17,788.04
Total for Fund:001 General Fund				78,260.30
<b>Fund: 307 Capital Improvements CIP</b>				
91212	06/03/2020	2812 architecture, inc	B&G Club ECEAP	31,612.00
Total for Fund:307 Capital Improvements CIP				31,612.00
<b>Fund: 317 Parks CIP Fund</b>				
91228	06/03/2020	Tangram Design, LLC	Consulting services for Gateway12/19/19 -5/7/20	10,000.00
Total for Fund:317 Parks CIP Fund				10,000.00
<b>Fund: 318 Streets CIP Fund</b>				
91214	06/03/2020	John C. and Shelley J. Burch	Chain Lake 2a -Burch	73,400.00
Total for Fund:318 Streets CIP Fund				73,400.00
<b>Fund: 411 Water Maintenance &amp; Operations</b>				
0	06/03/2020	Lowes Home Centers Inc	Lowes invoices April 2020	26.42
Total for Fund:411 Water Maintenance & Operations				26.42

Fund: 412 Water Capital Projects 91220 06/03/2020	Murraysmith, Inc	DOC Reservoir #2 - Murraysmith April 2020	51,125.33
		Total for Fund:412 Water Capital Projects	51,125.33
Fund: 421 Sewer Maintenance & Operations 0 06/03/2020	IER Environmental Services Inc	Polymer 2 (55) gallon drums	2,467.91
0 06/03/2020	Inland Environmental Resources Inc	Magnesium Hydroxide 46,630 pounds	9,478.50
91213 06/03/2020	Automated Gates and Equipment Co	Gate repair	336.10
91229 06/03/2020	Tenelco Inc.	Biosolids 35.89 tons	17,937.91
		Total for Fund:421 Sewer Maintenance & Operations	30,220.42
Fund: 432 Stormwater Capital Projects 0 06/03/2020	BHC Consultants LLC	Blueberry Lane Storm Water Infiltration	560.70
		Total for Fund:432 Stormwater Capital Projects	560.70
Fund: 510 Information & Tech Services 0 06/03/2020	SoftResources	It Strategic Plan May 2020 - SoftResources	23,450.00
		Total for Fund:510 Information & Tech Services	23,450.00
Fund: 520 Equipment & Fleet Management 91227 06/03/2020	Systems for Public Safety Inc	Vehicle Maintenance #P60	243.05
		Total for Fund:520 Equipment & Fleet Management	243.05
Fund: 530 Facilities Management 0 06/03/2020	Lowe's Home Centers Inc	Covid Decontamination Shower	259.77
91215 06/03/2020	Cressy Door Company Inc	Grm Metal Bldg - door repair	326.81
91217 06/03/2020	Economy Fence Center	PW/Parks Bldg Gates - Economy Fence	8,831.44
91226 06/03/2020	Sonitrol	Late fee - PD Monitoring	371.65
91230 06/03/2020	Westside Fire & Safety Supply	Fire Ext. Service test and refill	2,101.38
		Total for Fund:530 Facilities Management	11,891.05
Fund: 631 Agency Fund 91216 06/03/2020	D&G Backhoe Inc	Retainage release 182nd Av WM - D&g Backhoe	12,828.84
91222 06/03/2020	River's Edge WA, LLLP	Refund dep. agreement - River's Edge	318.50
		Total for Fund:631 Agency Fund	13,147.34
		Grand Total	323,936.61

**ROUTING SLIP - CHECK APPROVAL**

6/23/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

Date: 6/12/20 \$ 59,665.06 91231-91249  
Check Numbers

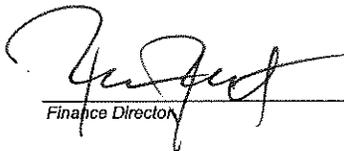
**Check Total:** 59,665.06

Date: 6/4/20 \$ 2,173.75 ACH  
Date: 6/5/20 \$ 139,056.40 ACH  
Date: 6/10/20 \$ 34,953.68 ACH

**Electronic Total:** 176,183.83

**Total Claims This Period:** 235,848.89

**Committed Checks Voided**  
90968 \$125.00  
94042 \$270.86

Signed  Date: 15 June 2020  
*Finance Director*

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

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

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

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 06/11/2020 - 10:20AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
91231	6/12/2020	The Other Company	AP		6,967.67
91232	6/12/2020	Maurice Clarke	AP		64.20
91233	6/12/2020	Corstone LLC	AP		193.89
91234	6/12/2020	Ashlee Cushing	AP		155.75
91235	6/12/2020	Department of Corrections	AP		51.38
91236	6/12/2020	Department of Corrections	AP		18.58
91237	6/12/2020	Justine Griesenauer	AP		0.56
91238	6/12/2020	Aaron & Heather Huff	AP		81.17
91239	6/12/2020	JMB Investments	AP		623.00
91240	6/12/2020	Karen Reed Consulting, LLc	AP		3,700.00
91241	6/12/2020	Philips Publishing	AP		11,288.88
91242	6/12/2020	Platt Electric Supply	AP		123.49
91243	6/12/2020	Pulte Homes of Washington Inc	AP		33.13
91244	6/12/2020	Pulte Homes of Washington Inc	AP		24.95
91245	6/12/2020	Snohomish County Fire District #7	AP		6,357.02
91246	6/12/2020	SNOPAC911	AP		26,528.87
91247	6/12/2020	Sprague Pest Solutions Inc	AP		92.91
91248	6/12/2020	Michael and Tamara Suschik	AP		2,842.25
91249	6/12/2020	Brad & Sarah Wicks	AP		517.36

Total Check Count: 19

Total Check Amount: 59,665.06

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 06/11/2020 - 10:29AM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	6/4/2020	TranspoGroup	AP	6/5/2020	2,173.75
0	6/5/2020	Enviroissues Inc	AP	6/5/2020	6,816.35
0	6/5/2020	Ogden Murphy Wallace PLLC	AP	6/5/2020	16,005.40
0	6/5/2020	Rodarte Construction, Inc	AP	6/5/2020	116,234.65
0	6/10/2020	Central Welding Supply Co Inc.	AP	6/10/2020	19.48
0	6/10/2020	Enviroissues Inc	AP	6/10/2020	1,640.13
0	6/10/2020	Ferguson Enterprises Inc	AP	6/10/2020	3,731.47
0	6/10/2020	Pure Air Filtration, LLC	AP	6/10/2020	29,501.60
0	6/10/2020	Tim Walker	AP	6/10/2020	61.00

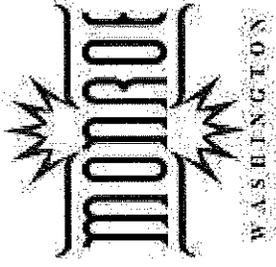
Total Check Count: 9

Total Check Amount: 176,183.53

# Bank Reconciliation

## Disbursement Detail

User: Cheri  
 Printed: 06/11/2020 - 10:36AM  
 Date Range: 06/10/2020 - 06/12/2020  
 Systems: (All)



Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	06/05/2020	Enviroissues Inc	Homelessness Comm Plan/Enviroissues Services April 2020	6,816.35
0	06/05/2020	Ogden Murphy Wallace PLLC	Legal services April 2020	16,005.40
0	06/10/2020	Central Welding Supply Co Inc.	Helium tank rental	19.48
0	06/10/2020	Enviroissues Inc	Services from April 2020 - Homelessness Comm revised paym	1,640.13
91231	06/12/2020	The Other Company	Municipal Court Study- May 2020	6,967.67
91235	06/12/2020	Department of Corrections	Work Crew DOC March 2020	51.38
91236	06/12/2020	Department of Corrections	Business Cards - Rich Huebner	18.58
91240	06/12/2020	Karen Reed Consulting, LLC	Municipal Court Study- May 2020	3,700.00
91241	06/12/2020	Philips Publishing	Choose Monroe Spring/Summer 2020	11,288.88
91246	06/12/2020	SNOPAC911	Dispatch Services	26,528.87
91247	06/12/2020	Sprague Pest Solutions Inc	Services 6/2/20 528 S. Blakeley St	92.91
Total for Fund:001 General Fund				73,129.65
Fund: 318 Streets CIP Fund				
0	06/04/2020	TranspoGroup	ADA Trastition Plan	2,173.75
Total for Fund:318 Streets CIP Fund				2,173.75
Fund: 411 Water Maintenance & Operations				
0	06/10/2020	Ferguson Enterprises Inc	Service	3,731.47
91232	06/12/2020	Maurice Clarke	Refund Check	64.20
91233	06/12/2020	Corstone LLC	Refund Check	193.89
91234	06/12/2020	Ashlee Cushing	Refund Check	155.75
91237	06/12/2020	Justine Griesenauer	Refund Check	0.41
91238	06/12/2020	Aaron & Heather Huff	Refund Check	81.17
91243	06/12/2020	Pulte Homes of Washington Inc	Refund Check	33.13
91244	06/12/2020	Pulte Homes of Washington Inc	Refund Check	24.95
91249	06/12/2020	Brad & Sarah Wicks	Refund Check	241.31
Total for Fund:411 Water Maintenance & Operations				4,526.28

Check#	Check Date	Payable To	Purpose	Amount
Fund: 412 Water Capital Projects				
	0 06/05/2020	Rodarte Construction, Inc	Adams Lane Utility Replacement - Rodarte	58,117.32
			Total for Fund:412 Water Capital Projects	58,117.32
Fund: 421 Sewer Maintenance & Operations				
	0 06/10/2020	Pure Air Filtration, LLC	Scrubber media	29,501.60
	91242 06/12/2020	Platt Electric Supply	Lamps	123.49
	91249 06/12/2020	Brad & Sarah Wicks	Refund Check	240.06
			Total for Fund:421 Sewer Maintenance & Operations	29,865.15
Fund: 422 Sewer Capital Projects				
	0 06/05/2020	Rodarte Construction, Inc	Adams Lane Utility Replacement - Rodarte	58,117.33
			Total for Fund:422 Sewer Capital Projects	58,117.33
Fund: 431 Stormwater Maint & Operations				
	91237 06/12/2020	Justine Griesenauer	Refund Check	0.15
	91249 06/12/2020	Brad & Sarah Wicks	Refund Check	35.99
			Total for Fund:431 Stormwater Maint & Operations	36.14
Fund: 520 Equipment & Fleet Management				
	0 06/10/2020	Tim Walker	Gas for Avalanche - 5-31-20	61.00
	91245 06/12/2020	Snohomish County Fire District #7	New Vehicle Upfitting	6,357.02
			Total for Fund:520 Equipment & Fleet Management	6,418.02
Fund: 631 Agency Fund				
	91239 06/12/2020	JMB Investments	Mouroe SD Admin Offices - JMB Investments	623.00
	91248 06/12/2020	Michael and Tamara Suschik	Refund 13290 ChainLake Rd -* Suschrik	2,842.25
			Total for Fund:631 Agency Fund	3,465.25
			Grand Total	235,848.89

**ROUTING SLIP - CHECK APPROVAL**

6/23/2020

**ROUTED:**

FINANCE DIRECTOR  
CITY ADMINISTRATOR  
MAYOR

**CLAIMS:**

			<u>Check Numbers</u>
Date:	<u>6/19/20</u>	\$ 19,752.58	91250-91271

**Check Total:** 19,752.58

Date:	<u>6/15/20</u>	\$ 11,940.24	ACH
Date:	<u>6/17/20</u>	\$ 82,503.46	ACH
Date:	<u>6/17/20</u>	\$ 75,000.07	P-Cards

**Electronic Total:** 169,443.77

**Total Claims This Period:** 189,196.35

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

**APPROVED FOR PAYMENT: AUDIT COMMITTEE**

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

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

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 06/18/2020 - 12:49PM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
91250	6/19/2020	Nicholas & Jody Canto	AP		29.78
91251	6/19/2020	Larry Crosby	AP		144.60
91252	6/19/2020	Department of Corrections	AP		437.37
91253	6/19/2020	Tiana Dusenberry	AP		69.95
91254	6/19/2020	HealthEquity Employer Services	AP		23.60
91255	6/19/2020	Britney Johnson	AP		63.39
91256	6/19/2020	Michael Koontz	AP		145.54
91257	6/19/2020	Tyler Long-Scott	AP		163.45
91258	6/19/2020	Naomi Marquez-Blake	AP		115.84
91259	6/19/2020	Monroe School District	AP		7,912.00
91260	6/19/2020	PH Consulting LLC	AP		6,369.90
91261	6/19/2020	Platt Electric Supply	AP		255.26
91262	6/19/2020	Printwest Inc	AP		809.91
91263	6/19/2020	Robert Saltzgeber	AP		126.78
91264	6/19/2020	Seaside Mountain 10 LLC	AP		102.28
91265	6/19/2020	Snohomish County Sheriff's Office	AP		124.49
91266	6/19/2020	Sprague Pest Solutions Inc	AP		161.36
91267	6/19/2020	Tara Spurling	AP		174.55
91268	6/19/2020	Bonnie Storms	AP		126.78
91269	6/19/2020	Seattle Pump SWC Enterprises, LLC	AP		149.75
91270	6/19/2020	US Bank NA-Custody Treasury Div-Mor	AP		46.00
91271	6/19/2020	YMCA of Snohomish County	AP		2,200.00

Total Check Count: 22

Total Check Amount: 19,752.58

# Bank Reconciliation

## Checks by Date

User: Cheri  
Printed: 06/18/2020 - 12:49PM  
Cleared and Not Cleared Checks



Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	6/15/2020	Action Cleaning Services Inc	AP	6/15/2020	4,479.68
0	6/15/2020	ISOsource	AP	6/15/2020	5,262.14
0	6/15/2020	Quality Controls Corporation	AP	6/15/2020	718.75
0	6/15/2020	Smarsh Inc	AP	6/15/2020	1,479.67
0	6/17/2020	US Bank National Associatio ND	AP	6/17/2020	75,000.07
0	6/17/2020	Bill Abell	AP	6/17/2020	1,621.18
0	6/17/2020	AmTest Inc.	AP	6/17/2020	527.25
0	6/17/2020	BHC Consultants LLC	AP	6/17/2020	38,952.35
0	6/17/2020	Department of Ecology	AP	6/17/2020	8,582.00
0	6/17/2020	Downtown Monroe Association	AP	6/17/2020	2,083.33
0	6/17/2020	Ferguson Enterprises Inc	AP	6/17/2020	8,233.57
0	6/17/2020	Chuck Fuller	AP	6/17/2020	460.43
0	6/17/2020	NorthStar Chemical Inc.	AP	6/17/2020	865.66
0	6/17/2020	Quality Controls Corporation	AP	6/17/2020	17,854.20
0	6/17/2020	Universal Field Services Inc	AP	6/17/2020	2,869.58
0	6/17/2020	Mark Wakefield	AP	6/17/2020	453.91

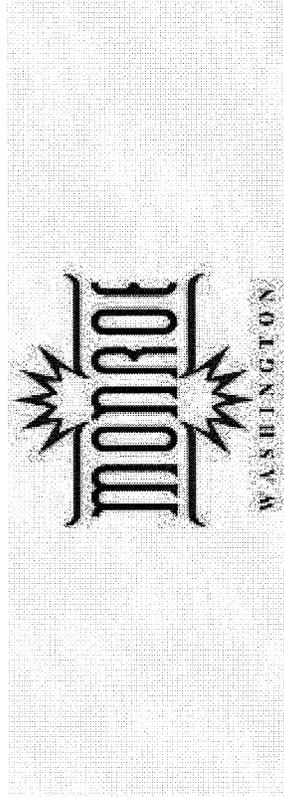
Total Check Count: 16

Total Check Amount: 169,443.77

# Bank Reconciliation

## Disbursement Detail

User: Cheri  
 Printed: 06/18/2020 - 12:53PM  
 Date Range: 06/15/2020 - 06/19/2020  
 Systems: '(All)'



Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 001 General Fund</b>				
0	06/17/2020	Downtown Monroe Association	Pro Services Agreement	2,083.33
0	06/17/2020	US Bank National Associatio ND	do - SUSTAINABLE SUPPLY - mirror for Lewis St rest	17,843.21
0	06/17/2020	Bill Abell	W Abell supplemental insurance	1,621.18
0	06/17/2020	Chuck Fuller	Refund Loan #002 Charles E Fuller (overpayment)	460.43
0	06/17/2020	Mark Wakefield	M Wakefield supplemental insur	453.91
91251	06/19/2020	Larry Crosby	Crosby supplemental insurance	144.60
91252	06/19/2020	Department of Corrections	business Cards - Bomar	437.37
91253	06/19/2020	Tiana Dusenberry	Refund rental - Dusenberry	64.00
91254	06/19/2020	HealthEquity Employer Services	HSA monthly payment	23.60
91255	06/19/2020	Britney Johnson	Rental refund - Britney Johnson	58.00
91258	06/19/2020	Naomi Marquez-Blake	Rental refund - Marquez-Blake	106.00
91261	06/19/2020	Platt Electric Supply	Parks Shop Office wiring	140.73
91262	06/19/2020	Printwest Inc	Parks and Rec brochure	809.91
91263	06/19/2020	Robert Saltzgeber	Rental refund - Saltzgeber	116.00
91265	06/19/2020	Snohomish County Sheriff's Office	Inmate Medical - April 2020	124.49
91268	06/19/2020	Bonnie Storms	rental refund - Storms	116.00
91270	06/19/2020	US Bank NA-Custody Treasury Div-Mo	custody charges-monthly maint	46.00
91271	06/19/2020	YMCA of Snohomish County	Pool Membership - Feb. 2020	2,200.00
Total for Fund:001 General Fund				26,848.76
<b>Fund: 105 Streets</b>				
0	06/17/2020	US Bank National Associatio ND	HIGHWAY SPECIALTIES - charge	2,694.61
Total for Fund:105 Streets				2,694.61
<b>Fund: 318 Streets CIP Fund</b>				
0	06/17/2020	Universal Field Services Inc	Chain Lake Road Phase 2A	2,869.58
91260	06/19/2020	PH Consulting LLC	Quiet Zone Feasibility Study	6,369.90
Total for Fund:318 Streets CIP Fund				9,239.48

Check#	Check Date	Payable To	Purpose	Amount
<b>Fund: 411 Water Maintenance &amp; Operations</b>				
	0 06/17/2020	Ferguson Enterprises Inc	Meters	8,233.57
	0 06/17/2020	Quality Controls Corporation	SCADA Upgrade	17,854.20
	0 06/17/2020	US Bank National Associatio ND	mt BEN FRANKLIN- COVID 33% of \$41.36	8,640.44
	91250 06/19/2020	Nicholas & Jody Canto	Refund Check	19.65
	91256 06/19/2020	Michael Koontz	Refund Check	34.78
	91264 06/19/2020	Seaside Mountain 10 LLC	Refund Check	19.50
	91267 06/19/2020	Tara Spurling	Refund Check	33.27
			Total for Fund:411 Water Maintenance & Operations	34,835.41
<b>Fund: 421 Sewer Maintenance &amp; Operations</b>				
	0 06/17/2020	AmTest Inc.	Testing	527.25
	0 06/17/2020	NorthStar Chemical Inc.	Sodium Hypochlorite 300.00 g	865.66
	0 06/15/2020	Quality Controls Corporation	Pro Services	718.75
	0 06/17/2020	US Bank National Associatio ND	VERIZON WIRELESS - PW cell & M2M Acct	7,647.07
	91256 06/19/2020	Michael Koontz	Refund Check	96.32
	91257 06/19/2020	Tyler Long-Scott	Reimbursement for Work Boots 2020	163.45
	91264 06/19/2020	Seaside Mountain 10 LLC	Refund Check	71.99
	91267 06/19/2020	Tara Spurling	Refund Check	122.86
	91269 06/19/2020	Seattle Pump SWC Enterprises, LLC	Repair kit for Ripsaw	149.75
			Total for Fund:421 Sewer Maintenance & Operations	10,363.10
<b>Fund: 431 Stormwater Maint &amp; Operations</b>				
	0 06/17/2020	Department of Ecology	Stormwater Action Monitoring	8,582.00
	0 06/17/2020	US Bank National Associatio ND	JW- ULINE- COVID- gloves masks	4,134.14
	91250 06/19/2020	Nicholas & Jody Canto	Refund Check	10.13
	91256 06/19/2020	Michael Koontz	Refund Check	14.44
	91264 06/19/2020	Seaside Mountain 10 LLC	Refund Check	10.79
	91267 06/19/2020	Tara Spurling	Refund Check	18.42
			Total for Fund:431 Stormwater Maint & Operations	12,769.92
<b>Fund: 432 Stormwater Capital Projects</b>				
	0 06/17/2020	BHC Consultants LLC	Pymt adj. Blueberry Lane Storm Water Infiltr.	38,952.35
	0 06/17/2020	US Bank National Associatio ND	CADMAN - pea gravel kf	205.97
			Total for Fund:432 Stormwater Capital Projects	39,158.32
<b>Fund: 510 Information &amp; Tech Services</b>				
	0 06/15/2020	ISOsource	Billable services - 5/18 - 5/29/2020	5,262.14
	0 06/15/2020	Smarsh Inc	Archive services	1,479.67
	0 06/17/2020	US Bank National Associatio ND	ZOOM - covid	3,434.08
			Total for Fund:510 Information & Tech Services	10,175.89

Check#	Check Date	Payable To	Purpose	Amount
Fund: 520 Equipment & Fleet Management				
0	06/17/2020	US Bank National Associatio ND	jd AMAZON- RM01 tool box	6,865.44
			Total for Fund:520 Equipment & Fleet Management	6,865.44
Fund: 530 Facilities Management				
0	06/15/2020	Action Cleaning Services Inc	ACTION CLEANING SERVICES - cus	4,479.68
0	06/17/2020	US Bank National Associatio ND	PUD 16653 Currie Rd	23,535.11
91261	06/19/2020	Platt Electric Supply	Lights	114.53
91266	06/19/2020	Sprague Pest Solutions Inc	Pest Control 769 Village Way	161.36
			Total for Fund:530 Facilities Management	28,290.68
Fund: 631 Agency Fund				
91253	06/19/2020	Tiana Dusenberry	Refund rental - Dusenberry	5.95
91255	06/19/2020	Britney Johnson	Rental refund - Britney Johnson	5.39
91258	06/19/2020	Naomi Marquez-Blake	Rental refund - Marquez-Blake	9.84
91263	06/19/2020	Robert Saltzgriver	Rental refund - Saltzgriver	10.78
91268	06/19/2020	Bonnie Storms	rental refund - Storms	10.78
			Total for Fund:631 Agency Fund	42.74
Fund: 636 School Mitigation Fees				
91259	06/19/2020	Monroe School District	Mitigation fees - 5/20/20 -6/2/20	7,912.00
			Total for Fund:636 School Mitigation Fees	7,912.00
			Grand Total	189,196.35



# MONROE CITY COUNCIL

## Agenda Bill No. 20-082

<b>SUBJECT:</b>	<i>Approval of 2021 Budget Development Calendar</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Finance	Becky Hasart	Becky Hasart	Consent Agenda #2

**Discussion:** 06/23/2020  
**Attachments:** 1. 2021 Budget Calendar

**REQUESTED ACTION:** Move to approve the 2021 Budget Calendar, as presented.

### **POLICY CONSIDERATION**

*RCW 35A.33 establishes the regulatory timeline associated with the development of a code city's annual budget. The City of Monroe chooses to begin and develop its fiscal budget earlier than the required timeline to allow for additional time for Council consideration and to increase public input opportunities.*

### **DESCRIPTION/BACKGROUND**

As part of the annual budget process, the Finance department creates the calendar for the next year's budget development. By creating and publishing the calendar, Council, Executive, and Staff will know what to expect during the year regarding major budget milestones.

### **FISCAL IMPACTS**

None.

### **TIME CONSTRAINTS**

None. However, the 2021 Budget would need to be adopted prior to the start of fiscal year 2021.

### **ALTERNATIVES**

N/A.

## 2021 Budget Calendar

<u>Date</u>	<u>Item</u>	<u>Responsible Party</u>	<u>Legal Deadline</u>
06/30/2020 5:30 p.m.	Council retreat/workshop	City Administrator, Mayor, & Finance Director	n/a
7/1/20	Budget worksheets sent out to all departments (with instructions)	Finance Director	<b>9/9/2020</b>
08/03/2020 8:00 a.m.	Budget worksheets due back to Finance Department	Department Heads	<b>9/23/2020</b>
8/06/20 - 8/31/2020	City Administrator & Mayor review budget & meet with department heads	City Administrator, Mayor, Finance Director & Dept. Heads	<b>10/1/2020</b>
9/1/20-9/14/20	Draft Budget Message	Mayor/CA	n/a
9/18/20	Final Budget Message	Mayor/CA	<b>10/31/2020</b>
9/22/20	Council presented with estimates of revenues for 2020 (current year)	Finance Director	<b>10/1/2020</b>
9/22/20	Preliminary Budget presented to council & filed with the City Clerk	City Clerk publishes	<b>10/31/2020</b>
09/29/2020 5:30 p.m.	Council retreat/workshop	City Administrator, Mayor, & Finance Director	n/a
10/13/20	Public Hearing on revenue sources for 2021, including consideration of possible property tax increases and for the 2021 Budget.	City Clerk publishes	<b>10/31/2020 (clerk to publish notice 10/09/20 &amp; 10/16/20)</b>
10/20/20	2021 Budget Presentation to Council (to include updated six year capital plan)	Finance Director, Department Heads	n/a
10/20/20	Second Public Hearing on 2021 Budget	City Clerk publishes	<b>10/31/2020 (clerk to publish notice 10/09/20 &amp; 10/16/20)</b>
10/27/20	First reading of Ordinance setting property tax levy; First reading of Ordinance setting 2021 Budget; First reading of Ordinance adopting six year capital plan	City Council	n/a
11/10/20	Second Reading/Adoption of Ordinance setting property tax levy	City Council	11/30/2020
<b>11/10/20</b>	Second Reading/Adoption of Ordinance for 2021 Budget; Second Reading/Adoption of the six year capital plan	City Council	12/31/2020



# MONROE CITY COUNCIL

## Agenda Bill No. 20-083

<b>SUBJECT:</b>	<b>Accept Project / Begin Lien Period for 2019 Annual Road Maintenance Project</b>
-----------------	--

<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Public Works Design & Construction	Kim Klinkers	Scott Peterson	Consent Agenda #3

**Discussion:** 12/11/2018; 01/22/2019; 04/23/2019; 06/23/2020  
**Attachment:** 1. Project Location Map

**REQUESTED ACTION:** Move to accept the 2019 Annual Road Maintenance Project, M2019-0002, 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 City has established a Transportation Benefit District (TBD) to help maintain existing streets. In addition, existing sidewalk ramps adjacent to the project areas are reviewed and reconstructed as necessary to be compliant with current ADA standards.

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, preparation of plans, specifications, and estimate for the 2019 Annual Road Maintenance Project was authorized by Council at the January 22, 2019, regular business meeting.

This Contract provided for the placement of hot mix asphalt products at various locations throughout the City of Monroe in support of the 2019 Annual Road Maintenance Program. The work included placement of hot mix asphalt, pavement repair, planing or grinding, construction of ADA ramps, pavement markings, utility adjustments, traffic control and other work, all in accordance with the Contract Plans, the Contract Provisions, and the Standard Specifications.

On March 29 and April 5, 2019 the 2019 Annual Road Maintenance Project was advertised for contractor bids. The Engineer’s probable cost opinion was \$1,600,000. On April 12<sup>th</sup>, two bids were received and opened with bids ranging from \$1,377,462 to \$1,443,539. After review, state licensing verification, and reference calls, the lowest responsive bidder was Cadman Materials, Inc. and was awarded the construction contract.

Cadman Materials, Inc. received a "Notice to Proceed" effective June 10<sup>th</sup>. All of the proposed work was completed and approved per the contract requirements. Cadman Materials, Inc. received physical completion on November 5<sup>th</sup>, 2019. The final construction cost was \$1,476,328.

The following streets were included in the original contract for asphalt overlays. Refer to Attachment 1 for a Project Location Map.

ON STREET	FROM STREET	TO STREET
149 <sup>TH</sup> ST SE	179 <sup>TH</sup> AVE SE	182 <sup>ND</sup> AVE SE
KING ST	W COLUMBIA ST	BLUEBERRY LN
PARK ST	SOUTH END	MONROE ST
PIKE ST	PARK ST	S KELSEY ST
179 <sup>TH</sup> AVE SE	149 <sup>TH</sup> ST SE	SR 2
FRYELANDS BLVD	MAIN ST	152 <sup>ND</sup> ST SE
MONROE ST	S KELSEY ST	ACCESS RD
TESTER RD	167 <sup>TH</sup> AVE SE	MAIN ST
ALDEN AVE	LAWRENCE ST	JOHNSON LN
ALLEY	N KELSEY ST	POLK LN
POLK LN	W HILL ST	ACCESS RD
KIRBY DR	W MAIN ST	W COLUMBIA ST
LAWRENCE ST	WEST END	ALDEN AVE
149 <sup>TH</sup> ST SE	173 <sup>RD</sup> AVE SE	175 <sup>TH</sup> AVE SE
174 <sup>TH</sup> AVE SE	152 <sup>ND</sup> ST SE	149 <sup>TH</sup> ST SE
TYE ST SE	FRYELANDS BLVD SE	169 <sup>TH</sup> DR SE

The following street was added to the contract during construction through a change order. This street was added to fulfill the Snohomish County utility permit restoration requirements for the 132<sup>nd</sup> Street Watermain Replacement Project, M2018-0003. Related expenses were billed to the Water Utility Capital Fund (412).

ON STREET	FROM STREET	TO STREET
132 <sup>ND</sup> ST SE	INGRAHAM RD	WAGNER RD

### FISCAL IMPACTS

The 2019 City Budget for this project was \$1,602,400. Final cost was \$1,393,580, which included design efforts, construction, construction management and administrative costs.

2019 BUDGET	FINAL COST	DIFFERENCE
\$1,602,400	\$1,393,580	\$208,820

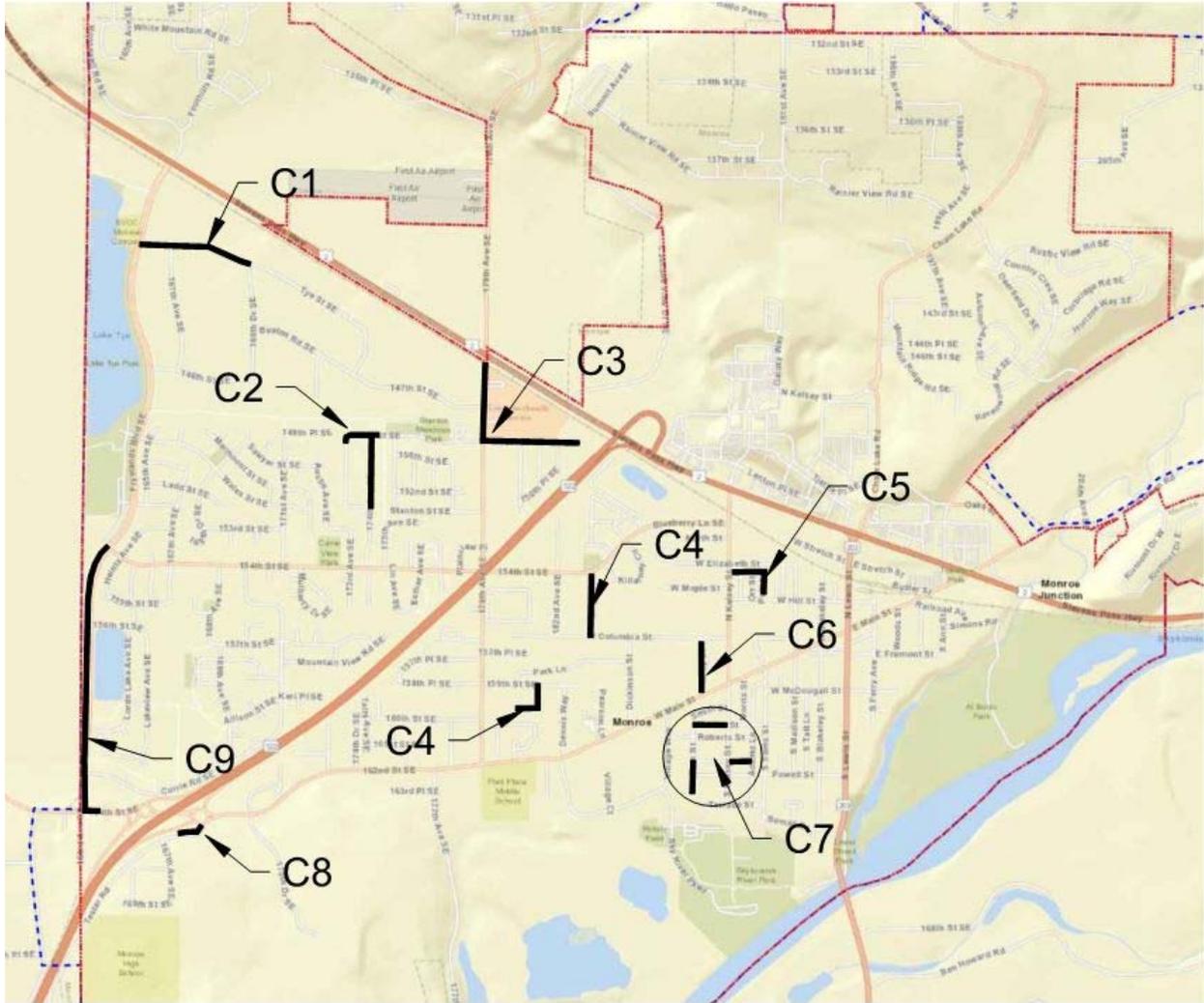
### TIME CONSTRAINTS

Once the project is accepted by Council, the City has sixty days to release any withheld retainage. This project did not withhold retainage; the contractor provided a bond in lieu of the retainage. After the sixty day period, the City will give notice of satisfaction of bond requirements, thereby allowing the release of the bond.

### ALTERNATIVES

1. Do not approve. Provide direction to staff.

**Attachment 1: Project Location Map**  
**2019 Annual Road Maintenance Project**



VICINITY MAP





# MONROE CITY COUNCIL

## Agenda Bill No. 20-084

<b>SUBJECT:</b>	<b><i>Authorize Mayor to Sign Contract with Garland/DBS, Inc. for the Monroe Boys and Girls Club Roof Retrofit Project</i></b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Public Works Operations & Maintenance Division	Michael Tuomisto	Jakeh Roberts	Consent Agenda #4

**Discussion:** 10/22/2019; 12/10/2019; 03/24/2020; 06/09/2020

**Attachments:** N/A

### **REQUESTED ACTION:**

Move to award the Boys & Girls Club Roof Retrofit Project, M2020-0013 to Garland/DBS, Inc. for \$203,835.81; 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**

*Section 5 of the Procurement Policies & Procedures states that projects costing more than \$100,000 but less than \$300,000 require City Council approval. Section 11.6 states that the City of Monroe may use cooperative purchasing.*

*The policy question for the City Council is; should the City continue to support completion of the grant funded improvements to the Monroe Boys and Girls Club?*

### **DESCRIPTION/BACKGROUND**

Under RCW 35A.33, the Council as the legislative body for the City, approved an Agreement with the Department of Commerce on October 22, 2019 to accept financial support in the form of a reimbursement grant to support the Monroe Boys and Girls Club by completing a replacement of the gym roof and gutter systems.

The competitive selection process for this contract was completed through the U.S. Communities Interlocal Cooperative Purchasing Agreement. The U.S. Communities process has been reviewed by City staff and found to be in compliance with state and local purchasing requirements.

City staff met with The Garland Company in December of 2019 to complete an assessment of the Boys and Girls Club roof. The inspection report provided by Garland showed that the flat roof section is near the end of its lifetime.

The five solution options proposed have life expectancies from 5-30 years. After careful consideration, the decision was made to choose the retrofit option because it has a 30 year life expectancy, and is less costly than a full roof replacement.

**FISCAL IMPACTS**

The cost for the project is not to exceed \$203,835.81 plus contingency allowed by policy. All costs for this agreement are to be reimbursed by the Washington State Department of Commerce upon completion of the agency's submittal and approval process. No match funding is required to be provided by the City of Monroe for this grant. The total grant award is \$454,720.

**TIME CONSTRAINTS**

Projects funded through this grant need to be completed by June 1, 2021, to ensure compliance with funding availability requirements.

**ALTERNATIVES**

1. Approve agreement contingent upon specified conditions.
2. Reject agreement and negotiate scope and fee with second most qualified firm. Due to the amount of time involved with this alternative the City's ability to complete the project within the required timeline may not be possible.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-085

<b>SUBJECT:</b>	<i>Resolution No. 008/2020, Adopting 2021-2026 Transportation Improvement Plan (TIP)</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Public Works Design & Construction	Scott Peterson	Scott Peterson	Consent Agenda #5

**Discussion:** 06/09/2020; 6/23/2020  
**Public Hearing – Council:** 06/09/2020  
**Attachments:** 1. Resolution No. 008/2020  
 Exhibit A: 2021 – 2026 Transportation Improvement Plan

**REQUESTED ACTION:** Move to approve Resolution No. 008/2020, adopting a six-year transportation improvement plan for the years 2021-2026.

### POLICY CONSIDERATION

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

### 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.

A public hearing was held on June 09, 2020. No public comment was received, and council had no discussion on the plan.

### IMPACT – BUDGET

Adoption of the TIP in itself has no budget impacts.

### TIME CONSTRAINTS

Per 37.77.010 RCW the six-year transportation program is to be adopted before July 1, 2020.

### ALTERNATIVES

None.

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

A RESOLUTION OF THE CITY OF MONROE,  
WASHINGTON, ADOPTING A SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM FOR THE  
YEARS 2021-2026

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WHEREAS, pursuant to RCW 35.77.010, the City Council of the City of Monroe, State of Washington, considered a Six-Year Transportation Improvement Program for years 2021-2026, for the City; and

WHEREAS, the six-year transportation improvement program is required to be updated annually, in accordance with state law, and is necessary for the city to obtain state and federal funding for street, road, and transit programs; and

WHEREAS, the transportation improvement program establishes the schedule and funding for planned transportation and non-motorized transportation improvements; and

WHEREAS, adoption of the proposed transportation improvement program is consistent with the action to regularly update the transportation improvement program based on established level-of-service standards; and

WHEREAS, the proposed transportation improvement program is generally consistent with the City of Monroe Comprehensive Plan; and

WHEREAS, on June 09, 2020, pursuant to notice duly published May 31, 2020, in the Daily Herald, a legal newspaper, a public hearing was held to consider the adoption of said Transportation Improvement Program, and said Council having determined that the Program was in the best interests of the City.

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

That the City Council of the City of Monroe, Washington, does hereby accept and adopt the said Transportation Improvement Program, a copy of which is attached hereto as Exhibit A, and by this reference incorporated herein and made a part thereof; and

That the City Engineer is hereby authorized and directed to file a copy thereof with the Director of the Department of Transportation.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof,  
and APPROVED by the Mayor this 23rd day of June, 2020.

CITY OF MONROE, WASHINGTON

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

(SEAL)

ATTEST:

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

APPROVED AS TO FORM:

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

**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	Tjerne 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 Reduction 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 Utilities (EDAB)	design	20,000	20,000	50,000				90,000	Unfunded	
		R/W							-	Unfunded	
		Const.		80,000	250,000	300,000			630,000	Unfunded	



# MONROE CITY COUNCIL

## Agenda Bill No. 20-086

<b>SUBJECT:</b>	<b>Ordinance No. 006/2020, Amending MMC 3.54.130, Transportation Impact Fees; Final Reading &amp; Adoption</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	Consent Agenda #6

**Discussion:** 06/09/2020; 06/25/2020  
**First Reading:** 06/09/2020  
**Attachments:** 1. Ordinance No. 006/2020

**REQUESTED ACTION:** Move to adopt Ordinance No. 006/2020, amending MMC 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 adopt 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 23<sup>rd</sup> day of June, 2020.

1<sup>st</sup> Reading: June 09, 2020  
Adoption: June 23, 2020  
Published: June 26, 2020  
Effective: July 1, 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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-087

<b>SUBJECT:</b>	<b>Authorize Preparation of Plans and Specifications/Solicitation of Bids for 147<sup>th</sup> Signal and Authorize Mayor to sign Local Agency Agreement</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Public Works Design & Construction	Scott Peterson	Scott Peterson	Consent Agenda #7

- Discussion:** 06/23/2020
- Attachments:**
1. Project Description
  2. Project Location Map
  3. Local Agency Agreement with WSDOT

### REQUESTED ACTION:

- (1) Move to authorize the preparation of project plans, specifications and an cost estimate for the 147<sup>th</sup> Signal; and
- (2) Move to authorize the Mayor to sign the Local Agency Agreement with WSDOT.

### POLICY CONSIDERATIONS

*In accordance with the City of Monroe Procurement Policies & Procedures, Section 5, Public Works Projects, City Council approval is required for the preparation of Plans, Specifications, and Estimate for projects costing over \$100,000.*

### DESCRIPTION/BACKGROUND

In 2018 city staff applied for a federal grant through the Puget Sound Regional Council (PSRC) to fund the design and construction phases of the 147<sup>th</sup> Signal. If successful, the grant funds would become available for the 2020/2021 biennium. The application did not make the final list to award, but was placed on a contingency list in case additional funding becomes available. This project was not part of the approved 2020 Budget due to lack of funds.

In March of this year, PSRC informed the region’s cities and counties that regional funding goals are not being met. When a region cannot meet funding goals, the subsequent funding cycles may reduce federal dollar allocations to that region. To maintain allocation levels to the Puget Sound region, PSRC asked local agencies if a project could start by July if they were moved off the contingency list and awarded a grant. The City of Monroe offered the 147<sup>th</sup> Signal project as one candidate to help meet their funding goals.

PSRC informed the City on May 29<sup>th</sup> of a grant award in the amount of \$116,813 to help support the design phase, with the condition that the project be ready to begin design by July 15<sup>th</sup>, 2020, which requires a complete funding package be submitted and approved by WSDOT. Part of that submittal includes the Local Agency Agreement between the City and WSDOT for the conditions and administration of the federal funds.

This agenda bill requests authorization of two items. First, and following the City of Monroe’s Procurement Policies & Procedures, Public Works requests authorization to begin designing the 147<sup>th</sup> Signal project, including the preparation of plans, project specifications and probable cost estimates. This project is included in the Capital Facilities Plan adopted by the

City Council on November 12, 2019 (Ord. 022/2019), but wasn't planned to begin until subsequent years. Second, Council is requested to authorize the Mayor to sign the Local Agency Agreement with WSDOT as part of the project funding package that will be submitted to WSDOT.

More information can be found in the attached Project Description and Map (Attachments 1 and 2).

**FISCAL IMPACTS**

The project is listed on the 2020-2025 Capital Facilities Plan, though not to begin the design until 2021 and contingent on having funds. If approved to move the design phase forward to this year, the anticipated project expenditures for 2020 is \$135,044 from the 318 Street Fund. Of that amount, \$116,813 (86.5%) will be reimbursed by the grant, with the remaining amount of \$18,231 being the City's share. There is sufficient funding available due to projects that will not be completed this year.

<b>Project Name</b>	<b>Phase</b>	<b>Est. Cost</b>	<b>Grant</b>	<b>318 Fund (Net)</b>
147 <sup>th</sup> Signal	Design (PE)	\$135,044	(\$116,813)	\$18,231

Even though this project was not part of the 2020 Budget, other approved projects are either trending to cost less, or are experiencing delays. The result being that the authorized 2020 budget of the 318 Street Fund should be sufficient to provide for the 147<sup>th</sup> Signal project in its current authorized amount and not need amending.

**TIME CONSTRAINTS**

Council authorization is requested today in order for staff to prepare the funding package to WSDOT before the obligation deadline of July 15<sup>th</sup>, 2020. Otherwise, the grant will be returned to PSRC.

**ALTERNATIVES**

Do not authorize. Should this occur, the grant will be returned. Going forward, options would include:

1. Initiate the design phase in 2021 and the City pay 100% of the cost.
2. Delay the 147<sup>th</sup> Signal project until another grant opportunity is successful. Length of delay is unknown, but could be five or more years.

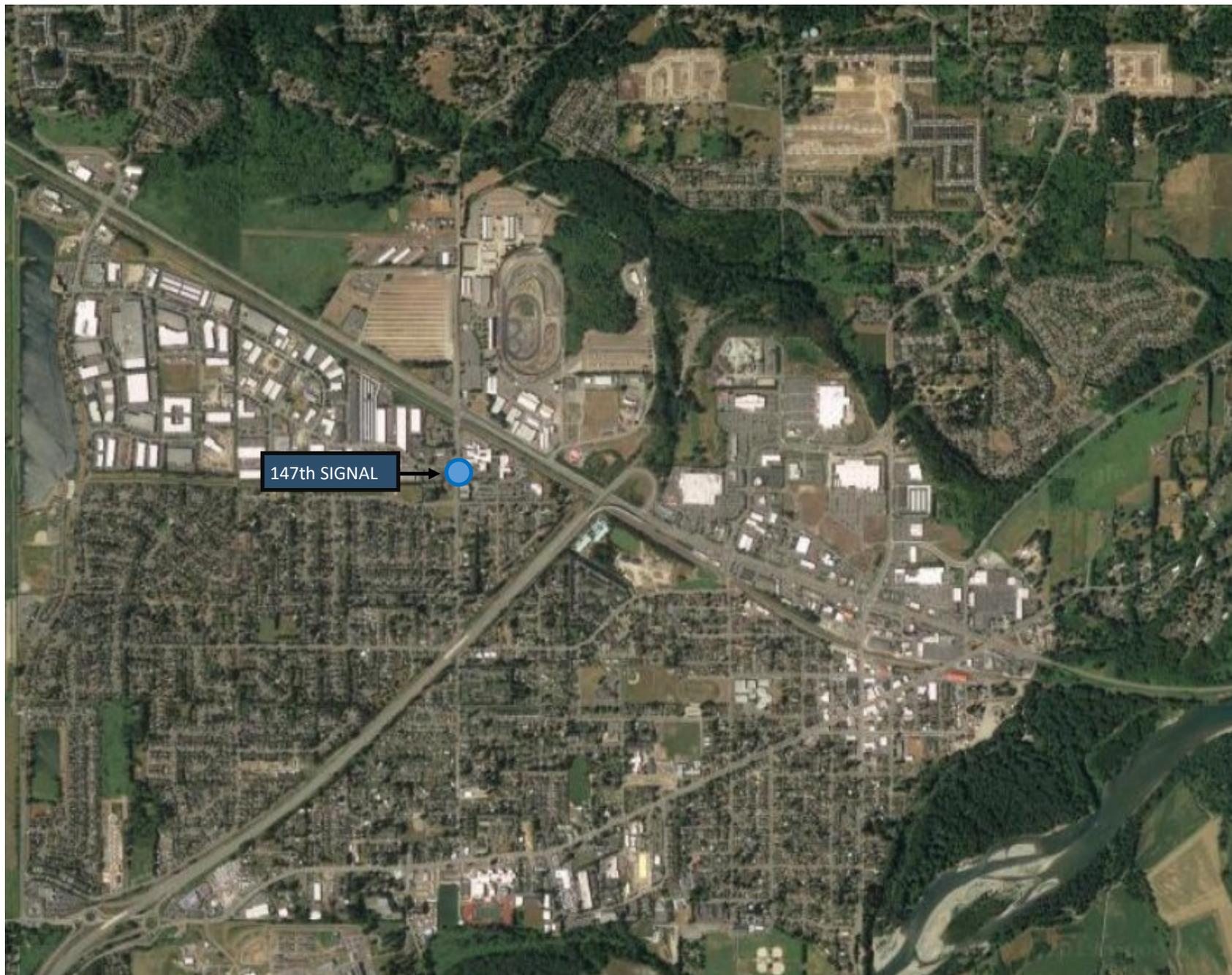


## PROJECT DESCRIPTION

### 147<sup>th</sup> Signal

This project will install a signal at the intersection of 179<sup>th</sup> Avenue and 147<sup>th</sup> Street. Primary work elements include installation of a 4-way signal, relocating ADA ramps to the intersection and removing the existing mid-block crossings, widening the NW corner of the intersection for better truck movements, and installing a dedicated left turn lane on 147<sup>th</sup>. A Federal grant has been made available to the City by the Puget Sound Regional Council in the amount of \$116,813 to help fund the new signal project.

Phase	Cost Estimate	Grant Funding	Net 318 Expense
Design (PE)	\$135,044	\$116,813	\$18,231



**PROJECT LOCATION MAP**



**Washington State  
Department of Transportation**

Agency

Address

**Local Agency Agreement**

<p><b>CFDA No. 20.205</b> (Catalog or Federal Domestic Assistance)</p> <p><b>Project No.</b></p> <p><b>Agreement No.</b></p> <p style="text-align: right;">For OSC WSDOT Use Only</p>
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The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name Length

Termini

**Description of Work**

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate	
Yes	No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
% b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
% f. Agency			
% g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
% k. Contract			
% l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)			

**Agency Official**

By

Title

**Washington State Department of Transportation**

By

Director, Local Programs

Date Executed

## Construction Method of Financing (Check Method Selected)

### State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

### Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_.

## Provisions

### I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

### II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

### III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

### IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

### V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

## **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

## **Additional Provisions**

# Instructions

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1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT.
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.
4.
  - a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

*Example:* (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

*Example:* “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter your Project Agreement End Date. This date is based on your projects Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.

For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Proposed Advertisement Date** – At construction authorization only, enter the proposed project advertisement date.
    - e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

## 5. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

\*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
  - **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
  - **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
  - **Line e** – Total of lines a + b + c + d.
- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

\*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
  - **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
  - **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
  - **Line j** – Total of lines f + g + h + i.
- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

\*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. **Total Project Cost Estimate**

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

\*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement, and writes in their title. **Note:** Do **NOT** enter a date on the Date Executed line.

7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
  - a. **Method “A”** is used when the state administers the contract for the agency.
  - b. **Method “B”** is also used when the state administers the contract for the agency.
  - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.
9. **Parties to the Agreement** – Submit one originally signed agreement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their files. The agreement is first executed by the agency official(s) authorized to enter into the agreement. It is then transmitted to the state for execution by Local Programs. The agreement is dated at the time of final execution by Local Programs.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-088

<b>SUBJECT:</b>	<i>East Monroe Property Appraisal and Acquisition</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Executive	Deborah Knight	Deborah Knight	Unfinished Business #1

**Discussion:** 04/17/2018; 08/21/2018; 08/28/2018; 11/13/2018; 04/09/2019; 06/11/2019;

**Attachments:** 1. Aerial East Monroe Property

**REQUESTED ACTION:**  
*Consider whether to conduct a new appraisal for the East Monroe property and provide direction to mayor and city staff. If a second appraisal is completed per council's direction, then consider whether to make an offer on the East Monroe property based on a new appraised value.*

### POLICY CONSIDERATIONS

*The City has been working to secure funding to purchase five parcels (approximately forty-three acres) commonly known as East Monroe. The property is located on the north side of US 2 at the east edge of the city limits. The property was appraised by the property owner's representative, Jeff Sherwood in December 2018, based on a General Commercial zoning designation. The City and Foreterra hired Paul Zemtseff to conduct a review appraisal which was effective April 12, 2019. The review appraisal expired on April 12, 2020.*

*The property owner is requesting two actions by the city council:*

- 1. Update the April 12, 2019 review appraisal prepared by Paul Zemtseff jointly for Foreterra and the City of Monroe.*
- 2. Enter into a "letter of intent" to purchase the property at the appraised value.*

*Updating the appraisal and purchasing the East Monroe property are not included in the city's adopted 2020 Budget. Mayor and city staff are seeking direction from the city council regarding the request from the property owner.*

### DESCRIPTION/BACKGROUND

#### Property Appraisal

In connection with efforts to acquire the property, the City and Forterra entered into a Letter of Agreement in November 2018 to reimburse Forterra for a "yellow-book" review appraisal, not to exceed \$10,000, in order to meet state and federal grant requirements. On April 9, 2019, the City Council approved Amendment No. 1 to the Letter of Agreement to reimburse Forterra for a land use/zoning analysis and construction cost estimate for a not-to-exceed amount of \$12,500. The additional work was necessary to calculate the level of effort and cost to develop the property under a General Commercial zoning designation.

On June 11, 2019 the city council approved Amendment No. 2 to the appraisal to add two additional tasks to incorporate findings from the land use/zoning analysis and construction cost estimate into the original appraisal prepared by Jeff Sherwood; and for the review appraiser, Paul Zemtseff to coordinate with Otak Engineers to develop the land use/zoning analysis and



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-088*

construction estimate; and analysis on comparable properties. The total cost to appraise the property was \$30,000. The appraisal effective date was April 12, 2019.

For the purposes of receiving grant funding, appraisals are considered valid for one-year from the effective date. The review appraisal effectively expired on April 12, 2020.

The property owner is requesting the city update the current expired appraisal or commission a new appraisal. A new appraisal will be required to support a state or federal grant award.

### Property Acquisition

The property owner is also asking the city to submit a "Letter of Intent" to purchase the property for the appraised value. At the city council's direction and with the property owner's support, city staff have continued to pursue grant funding to purchase the property. City staff are currently working on four grant applications to reach the appraised value dated April 12, 2019. To date, the city has secured one grant for \$500,000 leaving a significant gap between secured funding and the appraised value.

### Funding Efforts

On April 17, 2018, the city council approved Resolution No. 009/2018 to submit two grant applications to the State Recreation Conservation Office requesting \$500,000 to purchase the property and a matching grant of \$500,000.

In June 2018, the City contacted Forterra asking for a letter of support for the Snohomish Conservation Futures grant to purchase the property. The request resulted in a meeting to discuss the property and the opportunity to work with Forterra to secure the site for preservation as open space and public use.

Forterra (formally Cascade Land Conservancy) is a not-for-profit organization focused on preserving land and sustaining communities across Washington State including wetlands, farmlands, and forests. Forterra has a goal to rebuild the economy of the Skykomish Valley by conserving natural resources, providing outdoor recreation opportunities and revitalizing valley communities.

On August 1, 2018, the city was awarded \$500,000 from Snohomish County Conservation Futures Funds to purchase the property.

In 2019 the city was notified its application for Land and Water Conservation Futures (LWDF) ranked high, but the city had to turn down the grant because there wasn't sufficient funding to purchase the property for the original appraised value provided by the property owner's appraiser, Jeff Sherwood.

On March 10, 2020, the city council approved Resolution No. 004/2020 to submit a grant application for \$1,500,000 for Salmon Recovery Funding. The city's application is currently in the review process. The initial feedback from the panel is the culverts under State Route 2 impede fish access. It's unlikely the project will be funded because fish passage is blocked by the culverts. City staff have continued to seek grant funding to purchase the property.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-088*

### **FISCAL IMPACTS**

Based on communication with staff at the State Recreation and Conservation Office an appraisal effectively expires once it is more than 12 months past the effective date. The city would need to commission a new appraisal if the city plans to apply for another Land and Water Conservation Futures Grant. The previous appraisal conducted by Paul Zemtseff was \$30,000.

Under the current circumstances there is a lot of uncertainty around the city's future finances since sales tax revenue, Real Estate Excise Tax, and Park Impact Fees may be significantly lower than budgeted due to Covid19. The city council made a decision on April 28, 2020 to withdraw the park bond ballot measure for 2020 due to current economic uncertainty leaving limited funds for park acquisition and construction.

The city has been working to secure funding to construct the all-weather fields at Lake Tye and to purchase property for a neighborhood park in the North Hill area. The proposal approved by the city council was to use park bond funds to help pay for both projects. Without park bond funds, the city may need to use all its remaining park capital funds or issue councilmatic bonds to complete both projects.

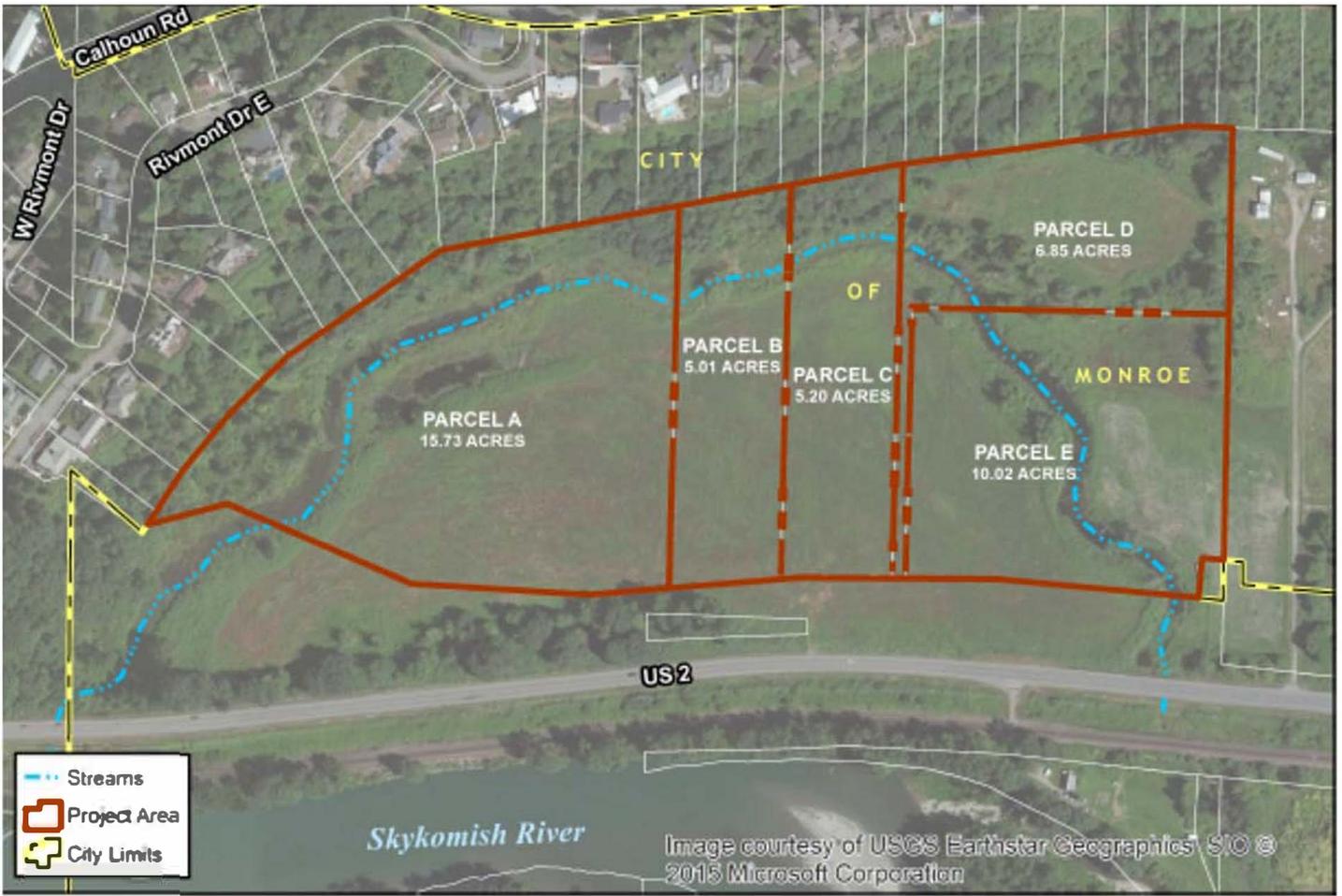
The city council is scheduled to discuss park funding alternatives along with the 2020 budget amendment in July. It may be difficult to make a commit to purchase the East Monroe property when there is limited funding to complete the city's two priority park projects - construct the Lake Tye All Weather Fields and acquire land for the North Hill Neighborhood Park.

### **TIME CONSTRAINTS**

The property owner requested city staff bring this issue to the city council on May 11, 2020. The May 11, 2020 meeting was cancelled due to the Governor's Order to limit council action to those items considered to be "necessary and routine or needed to respond to Covid 19". The June 23, 2020 meeting was the earliest meeting possible to bring this issue to the city council once the Governor's Order was lifted.

### **ALTERNATIVES**

1. Direct Mayor and city staff to enter into an agreement with an appraiser to conduct a new "yellow-book" appraisal for the property. Evaluate the appraised value before deciding whether to negotiate a letter of intent to purchase the property.
2. Do not direct Mayor and staff to enter into an agreement with an appraiser to conduct a new "yellow-book" appraisal. Continue to support efforts to secure grant funding to purchase the property with the property owner's support. Consider conducting a new appraisal if grant funds are secured to ensure the appraisal will be valid at the time of purchase.



# Request for Consideration

1. Update the April 12, 2019 review appraisal prepared by Paul Zemtseff jointly for Forterra and the City of Monroe.
2. Enter into a “letter of intent” to purchase the property at the appraised value.



# Appraisal

- City partnered with Forterra to fund “yellow-book” review appraisal
  - Appraisal effective April 12, 2019
  - Appraisal did not include a portion of the property as “undevelopable”
  - Appraisal included two extraordinary assumptions:
    1. General Commercial Zoning
    2. Approved fill permit
- Review appraisal expired on April 12, 2020
- A new appraisal is required to receive federal grant funds (e.g. LWCF)
  - Property must be purchased within 12 months of appraisal
- Property owner is requesting city fund updated appraisal or new appraisal
- Appraisal can occur after grant funds are awarded

# Funding Property Acquisition

Conservations futures ( <b>secured</b> ):	\$500,000
SRFB 2020:	\$1,550,000
LWCF 2020:	\$500,000
Conservations futures 2020:	<u>\$250,000</u>
<b>TOTAL</b>	<b>\$2,800,000</b>

# Fiscal Impacts

- Uncertainty around city's future revenue including Real Estate Excise Tax and Park Impact Fees
- City withdrew park bond from the ballot
- Other priority projects - Lake Tye All Weather Fields and North Hill Park are competing for funds
- The city may need to use all park capital funds or issue bonds to complete priority projects
- Council is scheduled to discuss budget amendments on July 14

# Alternatives

- Update the existing appraisal.
- Enter into an agreement with an appraiser to conduct a new “yellow-book” appraisal for the property.
- Evaluate the appraised value before deciding whether to negotiate a letter of intent to purchase the property.
- Do not enter into an agreement to conduct a new appraisal
- Continue to support efforts to secure grant funding
- Consider conducting a new appraisal if grant funds are secured to ensure the appraisal will be valid at the time of purchase.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-089

<b>SUBJECT:</b>	<b>Approve Republic Services Contract Amendment #3 – Sustainability Surcharge</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Finance	Becky Hasart	Becky Hasart	New Business #1

- Discussion:** Finance Committee 06/18/2019
- Attachments:**
1. Republic Amendment #3
  2. Recycling & Comp Update presentation from 06/18/19 Finance Committee
  3. Republic Services Contract

**REQUESTED ACTION:** Move to approve Amendment #3 to the Republic Services Contract imposing a sustainability surcharge for solid waste services.

### POLICY CONSIDERATIONS

*The City of Monroe has entered into a garbage franchise agreement with Republic Services. Per the contract, the City is responsible for reviewing and approving any rate adjustment requests by our garbage, recycling, and organics (solid waste) disposal provider. Based on worldwide changes to the recycling and solid waste markets affecting the entire industry (determined to be qualified as force majeure by legal), Republic Services is requesting a sustainability surcharge to address the industry changes which have occurred as a direct result of “China Sword.”*

### DESCRIPTION/BACKGROUND

The City is currently in the fourth year of its five year contract with Republic Services to provide garbage, recycling, and organic (solid waste) disposal services (January 1, 2017, through December 31, 2021). This contract does automatically renew for successive three year terms unless either party provides proper notice to the other prior to the current term’s expiration date.

Section 2.3.1.2 City’s Responsibilities of the attached contract (Attachment 3), second bullet point, requires the City to review and approve any rate adjustments requested by our solid waste provider. Republic Services is requesting to implement a sustainability surcharge to assist with the operational impacts precipitated by China Sword.

China Sword is the label assigned to the worldwide effects of China’s decision, as far back as 2017, to limit the amount of recycled materials it would accept from various national providers. For decades, China was the largest importer of the world’s recycling, with the US providing approximately 40% of the inbound stream. Changes imposed by China regarding acceptable contamination levels and China’s ban on accepting any mixed paper has had a profound effect on the global recycling industry, leading to higher disposal costs and lower resale cost recovery.

In order to manage the impacts of China Sword, industry providers across the board have either raised their rates, or limited the materials which can be recycled, or imposed some combination of rate increase with new limitations. Page 17 of the presentation made to the Finance Committee (Attachment 2) illustrates the initial request made by Republic Services regarding what type of surcharge was needed to maintain our current curbside standard for recycling and organics disposal (no new limitations). The attached amendment number three (Attachment 1)



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-089*

represents the final negotiated sustainability surcharge after discussion with the Finance Committee and negotiation among City and Republic staff. This surcharge will be reassessed on an annual basis. Monroe consumers subject to this franchise agreement will not need to make changes to their existing recycling and yard waste (organics) materials. Republic Services will advertise the surcharge for a minimum of 45 days before becoming effective.

### **FISCAL IMPACTS**

Amendment #3 would impose a \$1.86 per month sustainability surcharge per dwelling unit for residential and multifamily customers and a \$0.50 per month per municipal solid waste yard (MSW Yard) for cart based commercial customers. (Original request was \$2.78 per residential, \$1.18 per commercial yard, and \$0.47 per multifamily unit). The yard waste/organics sustainability surcharge would be \$0.49 per month (same as original request).

Amendment #3 does include a monthly rate for those households who currently utilize the monthly garbage service level. And all low income senior and disability discounts will also apply to this sustainability surcharge.

### **TIME CONSTRAINTS**

Republic Services had originally requested to impose the sustainability surcharge beginning July 2019. Due to negotiations, and the subsequent COVID-19 limitations on Council actions, this request is not being considered more than a year after first discussed. Once approved, there is a 45 day advertising period which must occur prior to the start of the surcharge.

### **ALTERNATIVES**

- Approve Amendment #3 as is.
- Direct staff to areas of concern for further negotiation.

**AMENDMENT #3****COMPREHENSIVE GARBAGE, RECYCLABLES AND YARD DEBRIS COLLECTION CONTRACT**

between the CITY OF MONROE and RABANCO LTD.D/B/A/REPUBLIC SERVICES OF LYNNWOOD

This AMENDMENT #3 is made and entered into this 23rd day of June 2020 by and between the CITY OF MONROE, a municipal corporation of the State of Washington (“City”), and RABANCO LTD. A Washington corporation (“Contractor”).

**RECITALS**

WHEREAS, the City and Contractor entered into a Comprehensive Garbage, Recyclables and Yard Debris Collection Contract dated January 1, 2017 (“Contract”); and

WHEREAS, THE TERM OF THE Contract is from January 1, 2017, through December 31, 2021; and

WHEREAS, the parties wish to amend certain terms and conditions of the Contract to improve the quality of Recyclables and compostable material collected in the City and to accommodate adverse changes in recyclable commodities markets; and

**AMENDMENT**

NOW, THEREFORE, the City and Contractor agree as follows:

**Section 1. Compensation – New Sustainability Adjustment.** Section III.3.2 of the Contract, entitled “Rate Modification,” is amended to add a new sustainability adjustment at Subsection 3.2.3 and to renumber the Contract’s existing subsection 3.2.3 to a new subsection 3.2.4 as follows:

**3.2 Rate Modification**

...

**3.2.2.1 Sustainability Adjustment**

To fund the increased costs of the recycling program, including increased costs associated with the processing and marketing of Recyclables and compostable material, a sustainability adjustment (“Adjustment”) shall be added to each rate charged by the Contractor for recurring (i.e. monthly or weekly) service. The Adjustment shall take effect on July 1, 2020 or as soon as applicable after RCW 35A.21.152 required notice, whichever is later, and terminate one year after the rate takes effect. The Adjustment shall initially be \$1.86 per month for single-family residential customers and \$1.86 a month per dwelling unit for Multifamily Complex Customers and \$.50 per month, per MSW Yard for cart-

based Commercial Customers. The Adjustment shall be subject to any senior low-income and disabled resident discount for qualifying single-family residential customers.

The Adjustment shall be re-evaluated, and potentially modified or removed, on an annual basis. By April 7, 2021, and every year thereafter until the Contract expires or is terminated, the Contractor shall submit a report with the following information from the previous period:

1. number of current residential, multifamily, and cart-based commercial customers;
2. tonnage of recycling produced by residential and multifamily customers;
3. monthly garbage service levels for multifamily and cart-based commercial customers (expressed in cubic yards);
4. commodity revenue (expressed in dollars per ton);
5. commodity sampling for residential and multifamily recycling (expressed as a percentage of all commodities collected);
6. comparison of commodity revenue and commodity sampling to those of the previous period; and
7. recalculation of the Adjustment.

Adjustments shall be based on changes in commodity value and changes in processing costs. The City shall either approve the recalculated Adjustment or modify or deny it if the City reasonably believes that the proposed Adjustment exceeds the amount necessary to cover losses from commodity revenue. Implementing the modified Adjustment will require City Council approval if the recalculated Adjustment is greater than or equal to the June over June Seattle-Tacoma-Bellevue CPI-U of the original Adjustment taking effect on July 1, 2020.

The following table outlines the evaluation periods and deadlines applying to any modifications to the Adjustment.

<b>Adjustment Evaluation Period</b>	<b>Report to City By</b>	<b>City Decision By</b>	<b>Notify Customers By</b>	<b>Modified Adjustment Effective Date</b>
July 1, 2020 to December 31, 2021	September 1, 2021	October 16 *	November 1*	January 1, 2022*

\* If the recalculated Adjustment is greater than or equal to 5% of the original Adjustment, the City may take longer to decide on and implement the Adjustment, as approving it will require City Council approval. In no event shall any approved adjustment take effect except upon the Contractor’s provision of 45 days’ notice to customers in accordance with RCW 35A.21.152.

The following definitions shall apply to this subsection 3.2.2.1

- “Commodity revenue” means the average revenue, per ton of inbound material, from the sale of commodities produced at the materials recovery facility (“MRF”).
- “Commodity sampling” means a proportionate breakdown of each marketed commodity per ton of processed Recyclables.
- “Processing costs” means the average cost, per ton of inbound material, of operating the MRF that receives the City’s Recyclables, including but not limited to the cost of Residue disposal.
- “Residue” means the material separated during the processing of Recyclables that has no market value.

### 3.2.3 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system other than provided for under Section 3.2.3.

....

**Section 2. Effect of Amendment.** The Amendment is in addition to the Contract. Except as otherwise provided herein, the provisions of this Amendment modify, but do not supersede, the provision of the Contract. Except as otherwise provided herein, each provision of the Contract shall continue in full force and effect as if this Amendment did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Contract.

IN WITNESS WHEREOF, the parties have executed this Amendment #3, which shall become effective as of July 1, 2020.

CITY OF MONROE, WASHINGTON

RABANCO LTD. d/b/a/ Republic Services of  
Lynnwood

By: \_\_\_\_\_  
Geoffrey Thomas, Mayor

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Interim City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

# Recycling and Organics Challenges

*City of Monroe Update  
June 2019*

**Russell Joe**  
*Municipal Relationship Manager*



New Business #1  
AB20-089



**CEDAR**<sup>®</sup>  
**GROVE**



Partnering Regionally to Power the Puget Sound's Organics  
Recycling Infrastructure

Clue Westmoreland  
Executive Vice President

# Key Ask from Republic Services

- Continue our active communication concerning National Sword developments and potential solutions
- Request Surcharges
  1. Single Family/month \$ 2.78
  2. Commercial/month \$ 1.18
  3. Multifamily/month \$ .47

The path to creating a durable recycling program requires multi-faceted approach

# Key Ask from Cedar Grove

- Composting costs have risen for two primary reasons:
  1. New Department of Ecology Regulations implemented into permits
  2. Increased contamination organics stream
- Cedar Grove is requesting a \$ .49 a month organics surcharge

# Trends Strain Existing Model

## Trends



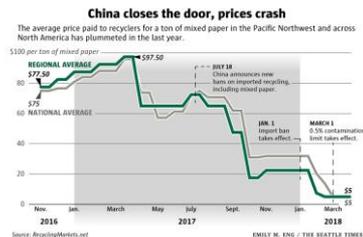
2000

2015



48,000 plastic bottles = 1 ton<sup>1</sup>

92,000 plastic bottles = 1 ton<sup>1</sup>



## Implications

Some material changing faster than capital investment cycles

*18M tons in 2000 → ~2M in 2015*

Some material has limited end markets  
*HDPE (Good) → off-spec PET (Limited)*

Material Light-weighting skews current success metrics

*Water Bottles → Almost 2x transactions*

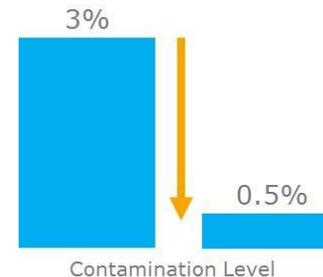
Commodity markets have steadily declined  
*OCC down 40% → Mixed Paper down 95%*

# Recap - China Sword Explained

For decades, China has been the largest importer of the world's recycled commodity, and the U.S. was 40% of the inbound stream.

In 2017, China announced efforts to clean up the country, which included dramatic changes for acceptance criteria of imported recyclables.

- A significant reduction in acceptable contamination levels (From ~3% to 0.5%) in any recovered paper and plastic grades.



- Additionally, China banned all mixed paper from import, regardless of contamination levels. (20% of historical stream).

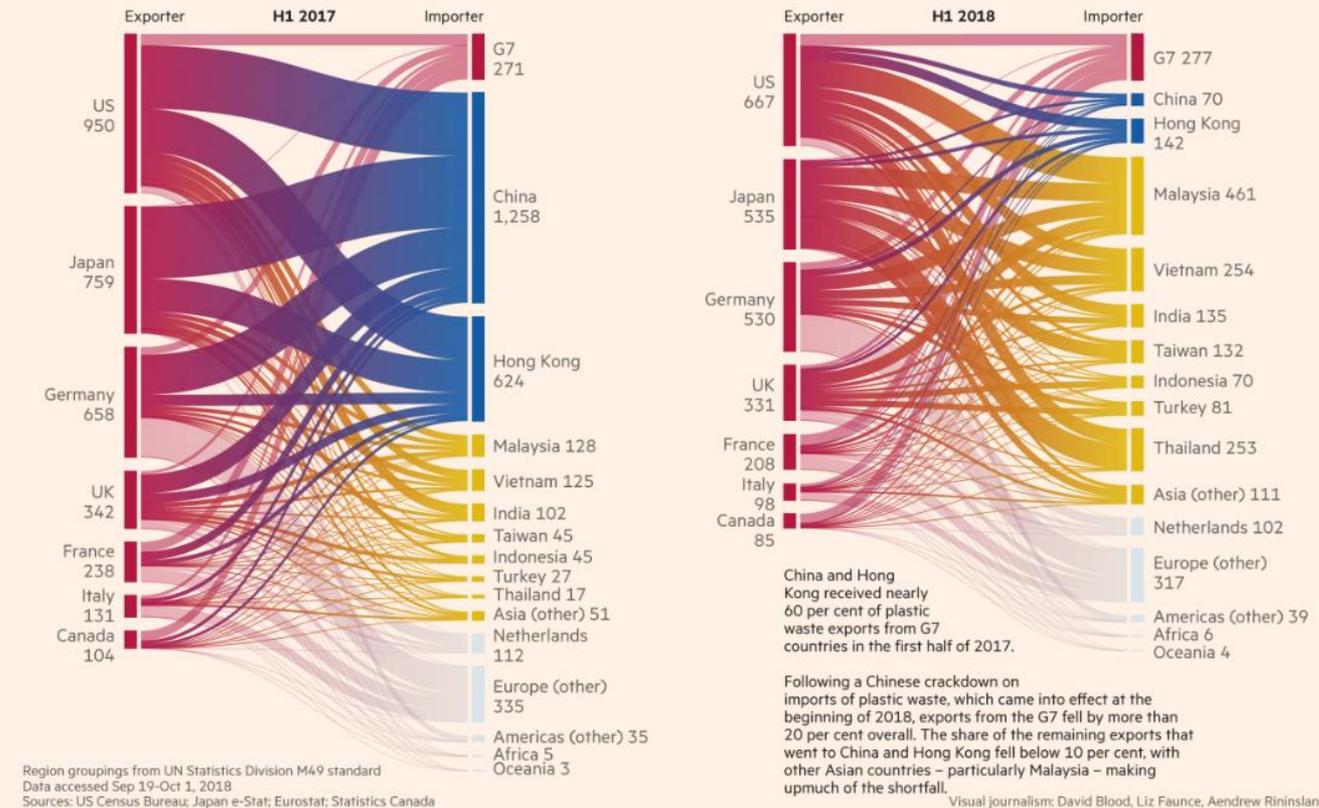


Reductions took effect in March 2018, which drove costs and changes at most recycling facilities in the country to meet new standards

# Post China – Shift in Commodity Markets

## How the global river of plastic waste changed course in just 12 months

Exports of plastic waste, parings and scrap from G7 countries ('000 tonnes)

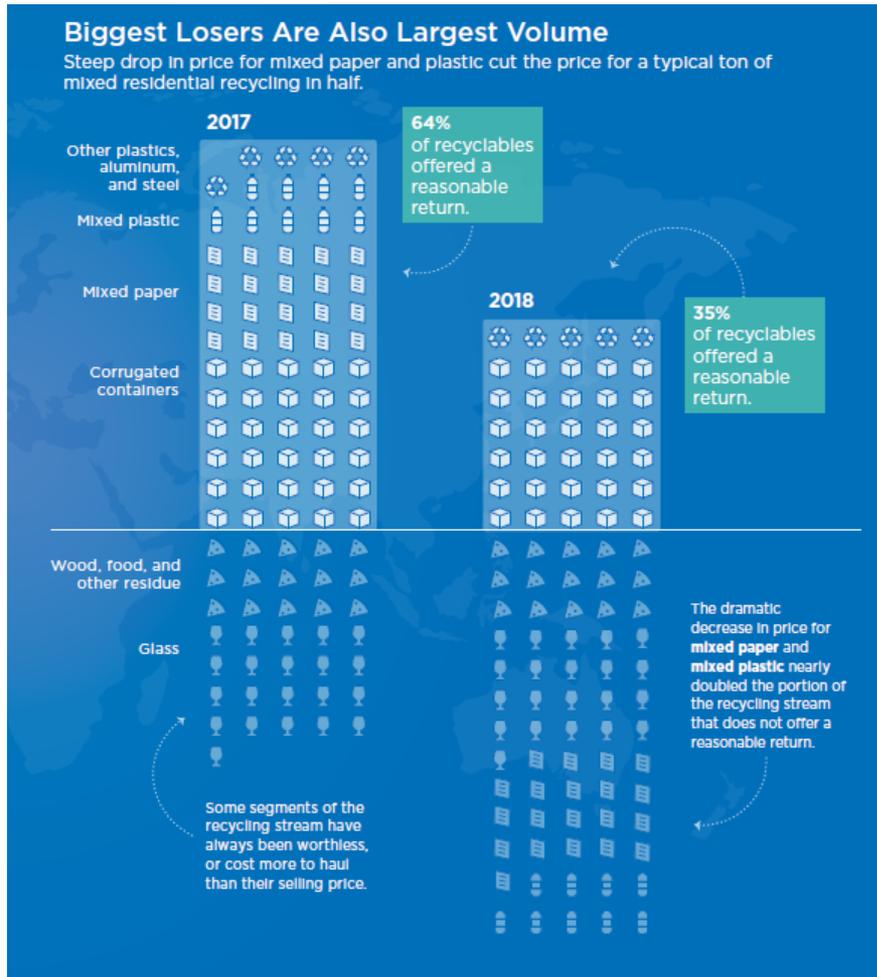


Source: Financial Times, Oct 24, 2018

- China consumed a majority of Commodities globally
- Alternate markets are saturated; Some countries unprepared for influx

Supply and demand economics kick in as commodities flood alternate markets world wide

# Post China – Dramatic Shift in Values

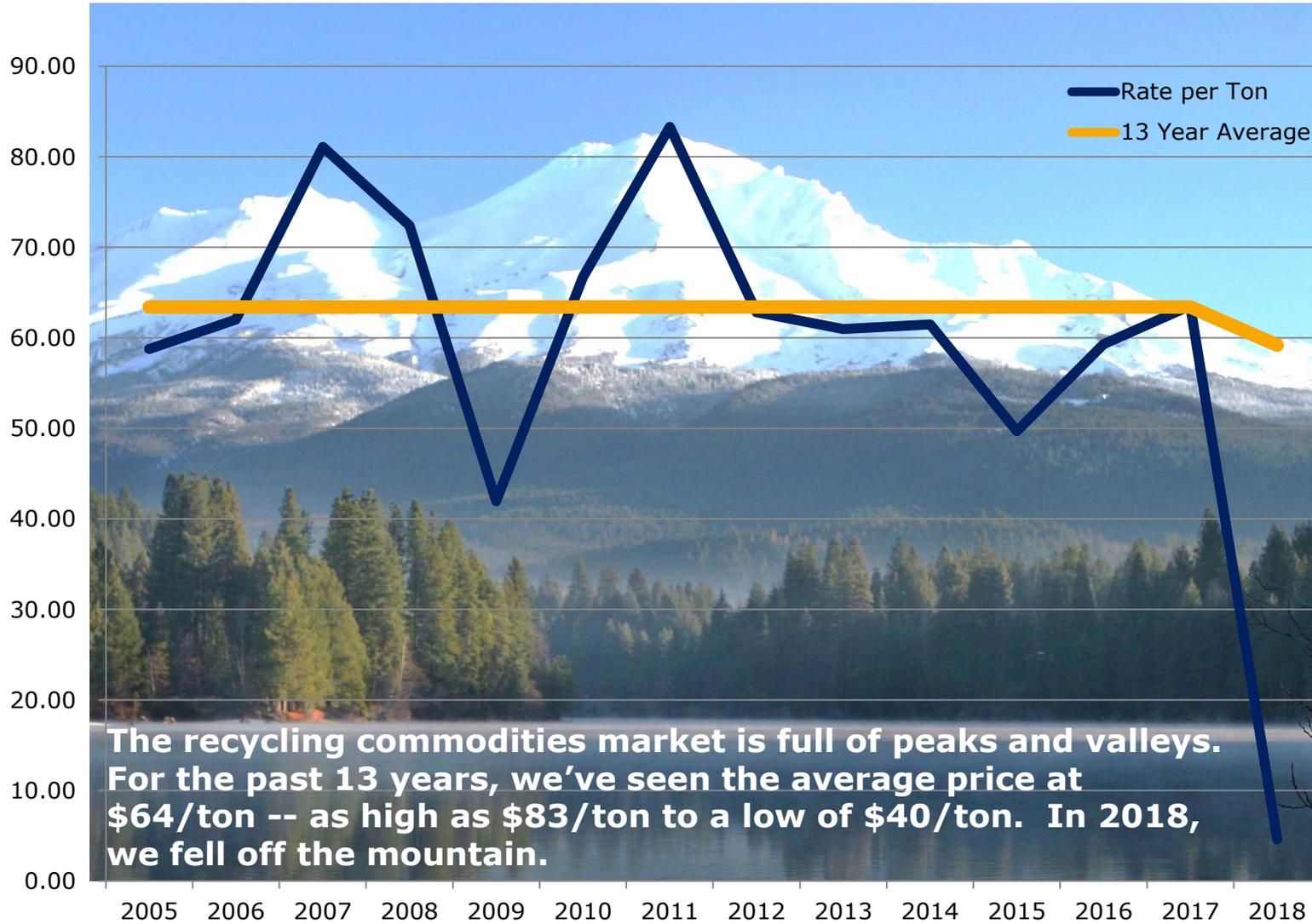


Source: NLC Report, 2018

- Only 35% of processed commodities have current positive value (Metals and OCC).
- Excess material results in low/negative value for most commodities (Mixed Paper and Mixed Plastics)
- Normal supply and demand theories in play.

Recycling Processors move the material, but average values are down 50%+ from recent years

# Recycling Commodity Value 2005-2017 plus 2018 three-month average



# U.S. Recycling Costs: Then and Now

## THEN

	Household cost artificially low to foster adoption	Costs lower due to inbound material being cleaner and heavier	Commodity values strong, due to Supply & Demand and cleaner material	Low contamination averages, attributed to focus on basics and no diversion mandates
Industry Avg	<b>\$2.00/Mo</b>	<b>\$60/Ton</b>	<b>\$200/Ton</b>	<b>\$25/Ton</b>
Net Position	<b>(\$3.00/Mo) + (\$1.50/Mo) + \$4.60/Mo + (\$0.10/Mo) = \$0.00</b>			

COLLECTION	PROCESSING	COMMODITY	RESIDUAL
------------	------------	-----------	----------



## NOW

	Still artificially low but with higher costs to run Collection service	Dramatically higher costs from labor, technology and equipment, along with lighter material	Average values down significantly, further impacted by China Sword	Contamination average up to 30%, requiring more transport and disposal
Industry Avg	<b>\$3.00/Mo</b>	<b>\$100/Ton</b>	<b>\$100/Ton</b>	<b>\$50/Ton</b>
Net Position	<b>(\$4.00/Mo) + (\$2.50/Mo) + \$1.50/Mo + (\$0.50/Mo) = (\$5.50)</b>			

# Recommended Business Model



## Durable Recycling Model



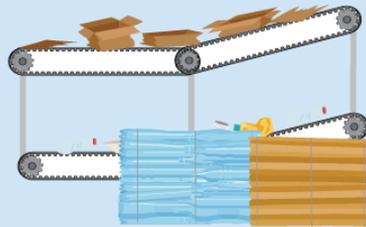
### COLLECTION

- Includes costs for truck, driver, container and to collect material and transport to a processing facility
- Comparable to trash collection



### PROCESSING

- Includes costly facility, equipment and labor to separate material and remove contamination
- Results in ready-to-ship baled material



### RESIDUAL

- Includes all contaminated or non-recyclable material, which has no marketability and must be transported and disposed at a landfill for additional cost



### COMMODITY SALES

- Sale of processed material to buyers around the world
- Cleaner material has greater value



COLLECTION  
FEE



PROCESSING  
FEE



DISPOSAL OF  
RESIDUAL



COMMODITY  
SALES



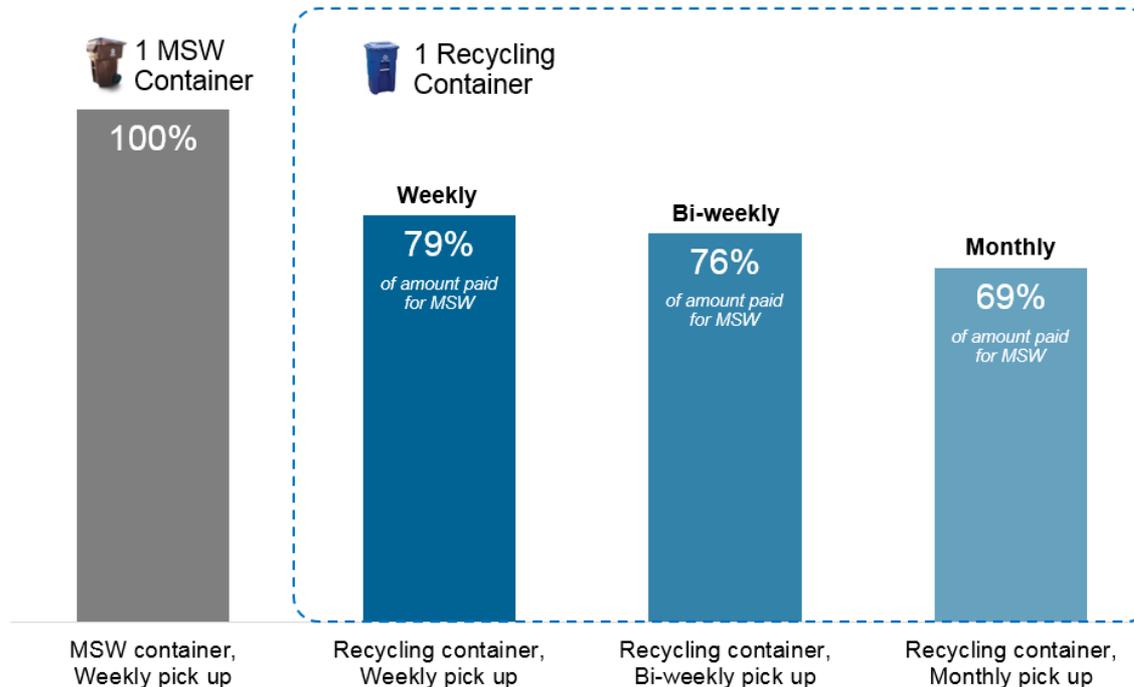
THE COST OF  
RECYCLING

The cost of a recycling program is the sum of fees for two services; the **Collection Fee** and the **Net Processing Fee**

# Residential Willingness to Pay for Recycling

**Residential respondents are willing to pay an estimated 79% of what they pay for MSW for a recycling container picked up weekly, and almost the same for bi-weekly.**

Amount Residential Respondents are Willing to Pay for Recycling Compared to Amount Paid for MSW

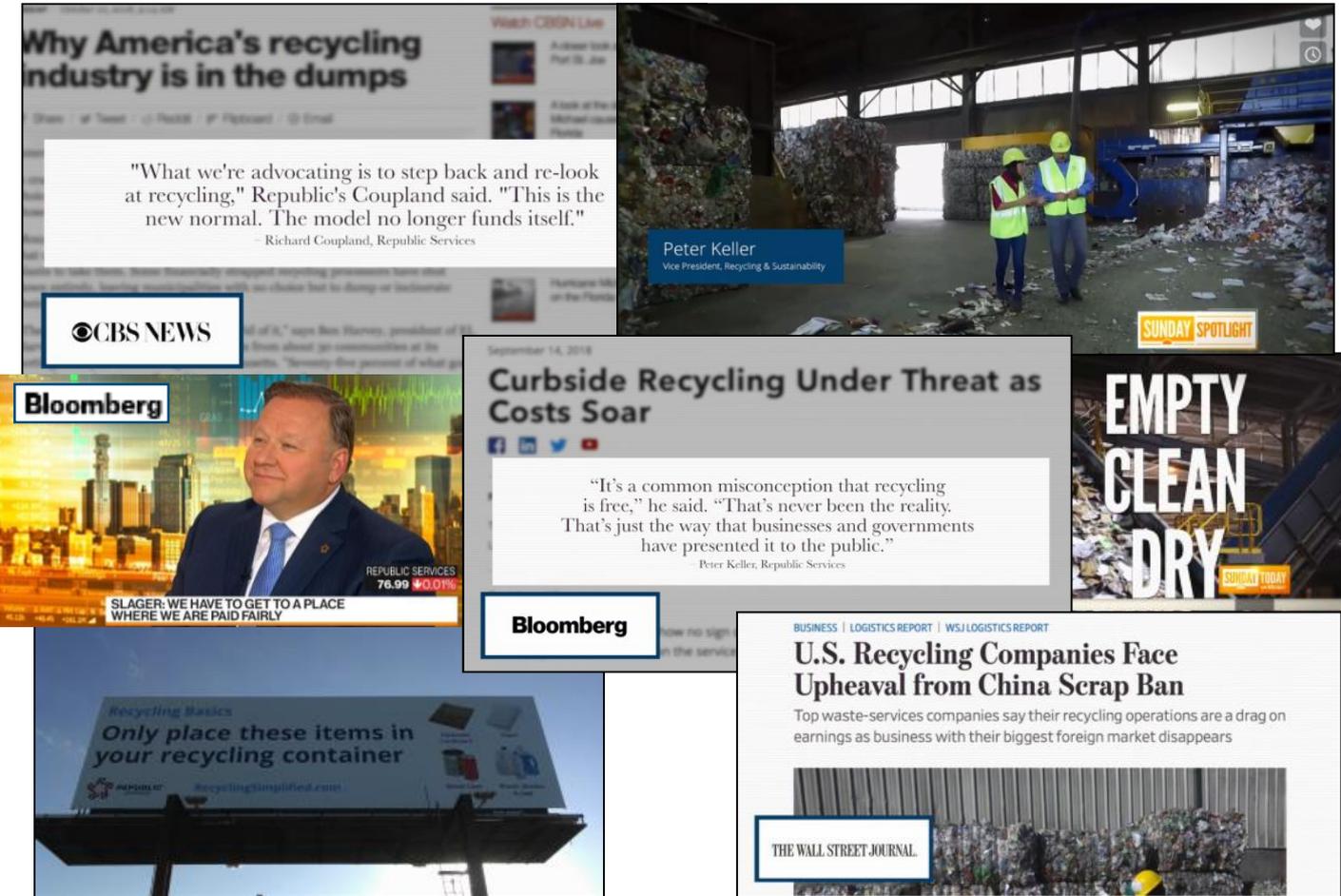


n=2,434; Margin of error: +/- 2% at 95% confidence  
Average willingness to pay derived from series of conjoint questioning  
Source: Cicero Group, Recycling W2P Study, Oct-2018



Based on third-party research, residents are willing to pay a fair price for recycling.

# Informing the Public



- Public needs to understand the issue
- Economic reset is needed for long term viability
- Public awareness on what and how to recycle

Over 1 Billion media impressions on the topic, on articles interviewing Republic Services team alone

# Reassessment of Accepted Materials

- Programs have drifted to focus on total diversion rates, rather than what materials are truly beneficial to recycle
- Some collected materials are recyclable, but lack local end markets, or have a negative recycling value. These realities render the processed materials unmarketable
- Municipalities need to shift program focus to Sustainable Materials Management-based views, which looks at the overall benefits of each accepted material in the stream.



(\$10)

Glass has a negative value to recycle



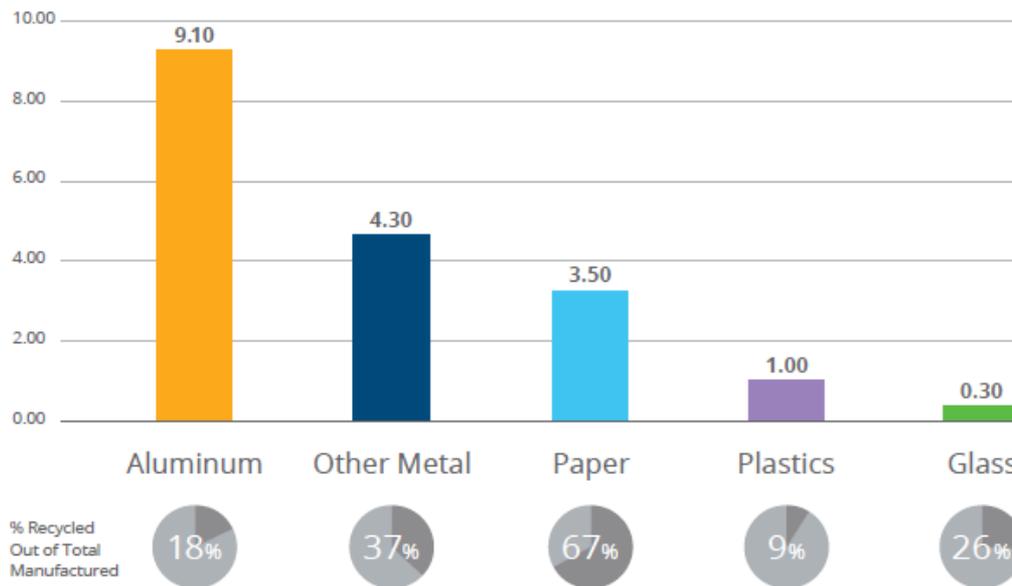
Some packages have evolved to less marketable materials

Recycling programs must focus on Sustainable Materials Management, not simply diverting material that may have no beneficial use

# Measurements of U.S. Recycling Success

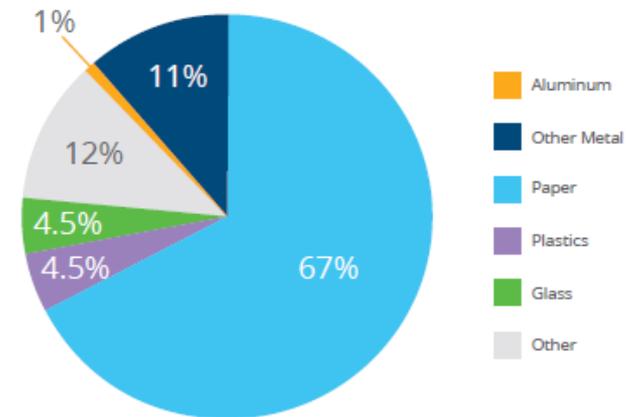
- Current metrics focus on weight (e.g. 50% recycling goal)
- This incentivizes “any” rather than the “right” diversion
- Some of the more beneficial carbon dioxide equivalent (CO<sub>2</sub>e) materials are lighter

Tons of CO<sub>2</sub>e Savings per ton of Material Recycled (Greenhouse Gas Benefit)



Source: Advancing Sustainable Material Management 2015 Fact Sheet, EPA, 2018

% by Weight of Commodities Sold by Republic Services



## Summary:

- Weight-based goals do not correlate to greenhouse gas benefits
- Reconsider “Any Diversion” (weight) vs “Most Beneficial Diversion”



We'll handle it from here.®

# Key Topics Going Forward

- Evaluate Program Recyclables that offer best benefit to planet
- Consider better metrics to track success
- Increase Public Education, leading to lower contamination and better commodity values
- Update the Business Model – Two services provided in a recycling program (without reliance on commodity value)

The path to creating a durable recycling program requires multi-faceted approach

# Key Conclusions

- Continue to communicate with our partner cities on new National Sword developments
- Requested Surcharges
  1. Single Family/month \$ 2.78
  2. Commercial/month \$ 1.18
  3. Multifamily/month \$ .47
  4. Organics/month \$ .49

The path to creating a durable recycling program requires multi-faceted approach



**REPUBLIC**  
**SERVICES**

We'll handle it from here.™

**Russell Joe**

Municipal Relationship Manager  
Republic Services

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**Clue Westmorland**

Executive Vice President  
Cedar Grove

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**Comprehensive Garbage, Recyclables and Yard Debris Collection Contract**

**City of Monroe  
and  
Rabanco Ltd. d/b/a Republic Services of Lynnwood**

**January 1, 2017 – December 31, 2021**

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1 This Comprehensive Garbage, Recyclables, and Yard Debris Collection Contract (the  
2 "Contract") is entered into by and between the City of Monroe, a municipal corporation of  
3 the State of Washington ("City"), and Rabanco Ltd. d/b/a Republic Services of Lynnwood,  
4 a Washington Corporation ("Contractor") to provide for collection of Garbage,  
5 Recyclables, and Yard Debris from Residential and Commercial Customers located within  
6 the City Service Area (each capitalized term is defined below).

7 **The parties, in consideration of the promises, representations and warranties**  
8 **contained herein, agree as follows:**

9 **RECITALS**

10 WHEREAS, the City wishes to control Garbage, Recyclables, and Yard Debris collection  
11 through a contractual relationship with the Contractor; and

12 WHEREAS, the Contractor represents that it has the experience, resources and expertise  
13 necessary to perform the services; and

14 WHEREAS, the City desires to enter into this Contract with the Contractor for the  
15 Garbage, Recyclables and Yard Debris collection services,

16 NOW, THEREFORE, in consideration of the mutual covenants, agreements and  
17 promises herein contained, the City and Contractor do hereby agree as follows:

18 **DEFINITIONS.**

19 Capitalized terms used in this Contract and not otherwise defined shall have the following  
20 meanings:

- 21 a) **Administrative Fee:** The term "Administrative Fee" means a monthly fee remitted  
22 to the City from the Contractor.
- 23 b) **City:** The word "City" means the City of Monroe, Snohomish County, Washington.  
24 As used in the Contract, it includes the official of the City holding the office of City  
25 Administrator or the City's otherwise-designated representative in relation to the  
26 exercise of the City's rights and the performance of the City's obligations under  
27 this Contract.
- 28 c) **City Service Area:** The term "City Service Area" means the portion of the City  
29 subject to this Contract for services. The initial City Service Area shall be the  
30 corporate limits of the City as of September 1, 2016 as shown in Attachment B.
- 31 d) **Contractor:** The word "Contractor" means Rabanco Ltd. d/b/a Republic Services  
32 of Lynnwood, which is contracting with the City to collect and dispose of Garbage  
33 and to collect, process, market and transport Recyclables and Yard Debris subject  
34 to and in accordance with the terms and conditions of this Contract.
- 35 e) **CPI:** The term "CPI" means Consumer Price Index for All Urban Consumers (CPI-  
36 U), U.S. City Average (1982-84 = 100) – Water and Sewer and Trash Collection  
37 expenditure category (1997 = 100), as published by the U.S. Department of Labor,  
38 Bureau of Labor Statistics.
- 39 f) **Curb or Curbside:** The words "Curb" or "Curbside" mean within five (5) feet of the  
40 Public Street or Private Road without blocking sidewalks, driveways or on-street

1 parking. If extraordinary circumstances preclude such a location, Curbside shall  
2 be considered a safe, legally compliant placement suitable to the resident,  
3 convenient to the Contractor's equipment, and mutually agreed to by the City and  
4 Contractor.

- 5 g) **Customer:** The term "Customer" means all account holders of solid waste services  
6 within the City Service Area.
- 7 h) **Customer, Commercial:** The term "Commercial Customer" means non-  
8 Residential Customers including businesses, institutions, governmental agencies,  
9 Large Complex Residences, and all other users of commercial-type collection  
10 services.
- 11 i) **Customer, Residential:** The term "Residential Customer" means all Single Family  
12 Residences and Small Complex Residences.
- 13 j) **Detachable Container:** The term "Detachable Container" means a watertight  
14 metal or plastic container equipped with a tight-fitting cover, capable of being  
15 mechanically unloaded into a collection vehicle, and that is not less than one (1)  
16 cubic yard or greater than eight (8) cubic yards in capacity.
- 17 k) **Documented Complaints:** The term "Documented Complaints" means those  
18 complaints brought to the Contractor's attention for missed collections, failure to  
19 deliver carts or containers on the agreed-upon date, failure to clean-up material  
20 spilled by the Contractor's employees, collections performed outside the allowed  
21 hours and other similar complaints to the City.
- 22 l) **Drop-box Container:** The term "Drop-box Container" means an all-metal  
23 container with capacity greater than eight (8) cubic yards that is loaded onto a  
24 specialized collection vehicle, transported to a disposal or recycling site, emptied  
25 and transported back to the Customer's site.
- 26 m) **Excluded Waste:** The term "Excluded Waste: means any material waste,  
27 substance or pollutant containing any Special Waste or any Hazardous Waste,  
28 toxic substance, waste or pollutant, contaminant, pollutant, infectious waste,  
29 medical waste, or radioactive waste, each as defined by applicable federal, state  
30 or local laws or regulations, and any other materials that may not lawfully be  
31 disposed of at any landfill designated in the Snohomish County Comprehensive  
32 Solid Waste Management Plan as a disposal site used by the Snohomish County  
33 Disposal System.
- 34 n) **Foodwaste:** The word "Foodwaste" means all compostable pre- and post-  
35 consumer food scraps, such as whole or partial pieces of produce, meats, bones,  
36 seafood, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled  
37 paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-  
38 out boxes, pizza boxes, paper milk cartons or other paper products accepted by  
39 the Contractor's selected composting site. Foodwaste shall not include dead  
40 animals greater than 15 pounds, plastics, diapers, bathroom tissue, cat litter, liquid  
41 wastes, pet wastes or other materials prohibited by the selected composting  
42 facility.

- 1 o) **Garbage:** The word "Garbage" means all putrescible and nonputrescible solid and  
 2 semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes,  
 3 swill, demolition and construction wastes, and discarded commodities that are  
 4 placed by Customers of the Contractor in appropriate bins, bags, cans or other  
 5 receptacles for collection and disposal by the Contractor. The term Garbage shall  
 6 not include any Excluded Waste, Hazardous Wastes, Special Wastes, Source-  
 7 separated Recyclables, Foodwaste or Yard Debris.
- 8 p) **Garbage Can:** The term "Garbage Can" means a City-approved, Customer-owned  
 9 container that is a water-tight galvanized sheet-metal or plastic container not  
 10 exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not  
 11 over fifteen (15) pounds when empty or sixty (60) pounds when full; fitted with two  
 12 (2) looped, sturdy handles, one on each side; and fitted with a tight cover equipped  
 13 with a handle. All containers shall be rodent and insect proof and kept in sanitary  
 14 conditions at all times.
- 15 q) **Garbage Cart:** The term "Garbage Cart" means a Contractor-provided 32-, 64- or  
 16 96-gallon wheeled cart suitable for household collection, storage and Curbside  
 17 placement of Garbage. Garbage Carts shall be rodent and insect proof and kept  
 18 in sanitary condition at all times.
- 19 r) **Hazardous Waste:** The term "Hazardous Waste" means any substance that is:  
 20 (A) Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste  
 21 by the United States Environmental Protection Agency under Subtitle C of the  
 22 Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901  
 23 et seq., as amended by the Hazardous and Solid Waste Amendments  
 24 ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.;  
 25 or any other federal statute or regulation governing the treatment, storage,  
 26 handling or disposal of waste imposing special handling or disposal  
 27 requirements similar to those required by Subtitle C of RCRA;  
 28 (B) Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and  
 29 regulated as dangerous waste or extremely hazardous waste by the  
 30 Washington State Department of Ecology under the State Hazardous Waste  
 31 Management Act, Chapter 70.105 RCW, or any other Washington State statute  
 32 or regulation governing the treatment, storage, handling or disposal of wastes  
 33 and imposing special handling requirements similar to those required by  
 34 Chapter 70.105 RCW.
- 35 Likewise, any substance that after the effective date of this Contract ceases to fall  
 36 within this definition as determined by the City and the Contractor shall not be  
 37 deemed to be Hazardous Waste.
- 38 s) **Licensed Property:** The term "Licensed Property" means any and all Contractor  
 39 equipment, vehicles, facilities and other property of any nature.
- 40 t) **Mini-can:** The term "Mini-can" means a City-approved, Customer-owned water-  
 41 tight galvanized sheet-metal or plastic container not exceeding twenty gallons in  
 42 capacity or thirty pounds in weight when full; fitted with two sturdy handles, one on  
 43 each side; and fitted with a tight cover equipped with a handle.

- 1 u) **Mini-cart:** The term "Mini-cart" means a Contractor-provided 20-gallon wheeled  
2 cart suitable for household collection, storage and Curbside placement of  
3 Garbage. Mini- Carts shall be rodent and insect proof and kept in sanitary condition  
4 at all times.
- 5 v) **Mixed Paper:** The term "Mixed Paper" means magazines, junk mail, phone books,  
6 bond or ledger grade paper, cardboard, paperboard packaging and other fiber-  
7 based materials meeting industry standards. Tissue paper, paper towels, used or  
8 unused toilet paper, food-contaminated paper or paper packaging combined with  
9 plastic, wax or foil are excluded from the definition of Mixed Paper.
- 10 w) **Private Road:** The term "Private Road" means a privately owned and maintained  
11 way that allows for access by a service truck and that serves multiple Residences.
- 12 x) **Public Street:** The term "Public Street" means a public right-of-way used for public  
13 travel, including public alleys.
- 14 y) **Recyclables:** The word "Recyclables" means aluminum cans; corrugated  
15 cardboard; glass containers; Mixed Paper; newspaper; plastic containers that have  
16 contained non-hazardous products; polycoated cartons; Scrap Metals; tin cans;  
17 and such other materials that the City with the Contractor's consent (not  
18 unreasonably to be withheld) determines to be marketable recyclable materials.
- 19 z) **Recycling Cart:** The term "Recycling Cart" means a Contractor-provided 64- or  
20 96-gallon wheeled cart suitable for household collection, storage and Curbside  
21 placement of Source-separated Recyclables.
- 22 aa) **Recycling Container:** The term "Recycling Container" means a Contractor-  
23 provided Recycling Bin, Cart or Detachable Container suitable for on-site  
24 collection, storage and placement of Source-separated Recyclables at Large  
25 Complex Residences.
- 26 bb) **Residence:** The word "Residence" means a living space individually rented,  
27 leased or owned.
- 28 cc) **Residences, Large Complex:** The term "Large Complex Residences" means all  
29 residential complexes containing five (5) or more units not conveniently served as  
30 a single family residence.
- 31 dd) **Residences, Single Family:** The term "Single Family Residences" means a  
32 detached building containing only one residence.
- 33 ee) **Residences, Small Complex:** The term "Small Complex Residences" means all  
34 duplexes, triplexes, and fourplexes and residential complexes containing five (5)  
35 or more units that are served as a single family residence.
- 36 ff) **Scrap Metals:** The term "Scrap Metals" means ferrous and non-ferrous metals,  
37 including small appliances, not to exceed two (2) feet in any direction and thirty-  
38 five (35) pounds in weight per piece.
- 39 gg) **Snohomish County Disposal System:** The term "Snohomish County Disposal  
40 System" means the facilities owned, leased or contracted for by the Snohomish  
41 County Solid Waste Division, Snohomish County, Washington for the handling,

1 processing, transfer and/or disposal of materials of the kind collected under this  
2 Contract, and includes such additional facilities as may be authorized at any given  
3 time by the then-current Snohomish County Comprehensive Solid Waste  
4 Management Plan as locations to which materials of the kind collected under this  
5 Contract may be delivered for handling, processing, transfer and/or disposal.

6 hh) **Source-separated:** The term "Source-separated" means certain recyclable  
7 materials that are separated from Garbage by the generator for recycling or reuse,  
8 including, but not limited to Recyclables, Yard Debris and other materials.

9 ii) **Special Waste:** The term "Special Waste" means polychlorinated biphenyl ("PCB")  
10 wastes, industrial process wastes, asbestos containing materials, petroleum  
11 contaminated soils, treated/de-characterized wastes, incinerator ash, medical  
12 wastes, demolition debris and other materials requiring special handling in  
13 accordance with applicable federal, state, county or local laws or regulations.

14 jj) **Surety:** The term "Surety" means the surety on the performance bond required  
15 pursuant to Section 6.6.

16 kk) **Yard Debris:** The term "Yard Debris" means leaves, grass and clippings of woody,  
17 as well as fleshy plants. The term includes unflocked whole holiday trees. Materials  
18 larger than four (4) inches in diameter or four (4) feet in length are excluded. The  
19 term also includes bundles of Yard Debris up to two (2) feet by two (2) feet by four  
20 (4) feet in dimension provided they are secured by degradable string or twine, not  
21 nylon or other synthetic materials. Kraft paper bags may be used to contain Yard  
22 Debris.

23 ll) **Yard Debris Cart:** The term "Yard Debris Cart" means a Contractor-provided 64-  
24 or 96-gallon wheeled cart provided to subscribing Customers for the purpose of  
25 containing and collecting Yard Debris and Foodwaste.

## 26 1. TERM OF CONTRACT.

27 The initial term of this Contract is five years, starting on January 1, 2017  
28 ("Commencement Date"). Unless otherwise provided by notice from one of the parties,  
29 the Contract shall thereafter renew automatically for successive three year terms  
30 commencing on January 1 ("Anniversary Date") of each year. Provided, beginning two  
31 years after the Commencement Date, either the City or Contractor each shall have the  
32 right, with or without cause, by written notice to the other party, to terminate the Contract  
33 effective as of the Anniversary Date three years from the time that notice is given, and  
34 thereby discontinue any further renewals of this Contract, unless mutually agreed to  
35 cancel the notice of termination.

## 36 2. SCOPE OF WORK

### 37 2.1 General Collection System Requirements

#### 38 2.1.1 City Service Area

39 The Contractor shall provide all services pursuant to this Contract throughout the entire  
40 City Service Area.

1 **2.1.2 Annexation**

2 If, during the term of the Contract, additional territory is added to the City through  
3 annexation or other means within which the Contractor has an existing Washington  
4 Utilities and Transportation Commission certificate or other franchise for solid waste  
5 collection at the time of annexation, the Contractor shall make collection in such annexed  
6 area in accordance with the provisions of this Contract at the unit prices set forth in this  
7 Contract; provided however the City has also complied with RCW 35A.14.900 and  
8 secured Contractor's concurrence therein. The City acknowledges that equipment, such  
9 as trucks, carts and containers, may take time to procure, and therefore, shall not penalize  
10 the Contractor for delays of up to thirty (30) days in the initial provision of services to  
11 annexed areas due to procurement delays that are not within the control of the Contractor.

12 Annexed area Customers shall receive the same containers as used elsewhere in the  
13 City, in accordance with the provisions of this Contract. In the event where an annexed  
14 area is being serviced with containers different from the City's program, the Contractor  
15 shall be responsible for timely Customer notification, removal and recycling of existing  
16 containers and delivery of appropriate containers to those Customers.

17 **2.1.3 Site Access**

18 Residences located in an area that does not allow safe access, turn-around or clearance  
19 for service vehicles will be provided service if materials are set out adjacent to a Public  
20 Street or Private Road.

21 If the Contractor reasonably believes that a Private Road cannot be safely negotiated or  
22 that providing walk-in service Residential Customers is impractical due to distance or  
23 unsafe conditions, the Contractor may request the City to evaluate on-site conditions and  
24 make a determination of the best approach for providing safe and appropriate service to  
25 the Customer. The City's decision shall be final, provided that the Contractor shall not be  
26 required to endanger workers, equipment or property.

27 If the Contractor reasonably believes that there is a probability of Private Road damage,  
28 the Contractor shall inform the respective Customers and may require a damage waiver  
29 agreement (previously approved by the City) or decline to provide service on those  
30 Private Roads.

31 **2.1.4 Hours/Days of Operation**

32 All Can, Cart and Detachable Container collections within the City shall be made between  
33 the hours of 6:00 a.m. and 7:00 p.m. on designated consistent weekday, unless the City  
34 in its sole discretion authorizes a temporary extension of hours or days. Drop-box  
35 collection within in residential areas shall be made between the hours of 7:00 a.m. and  
36 5:00 p.m., unless the City authorizes a temporary extension of hours or days. Saturday  
37 collection is allowed to the extent consistent with make-up collections, and holiday,  
38 inclement weather schedules and Commercial Customer preferences.

39 **2.1.5 Employee Conduct**

40 The Contractor's employees collecting Garbage, Recyclables and Yard Debris shall at all  
41 times be courteous, refrain from loud, inappropriate or obscene language, exercise due  
42 care, perform their work without delay, minimize noise, and avoid damage to public or  
43 private property. If on private property, employees shall follow the regular pedestrian

1 walkways and paths, returning to the street after replacing empty containers. Employees  
2 shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises,  
3 or meddle with property that does not concern them or their task at hand. While  
4 performing work under the Contract, employees shall wear a professional and  
5 presentable uniform with a company emblem visible to the average observer.

6 If any person employed by the Contractor to perform collection services is, in the  
7 reasonable opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the  
8 City shall promptly document the incompetent, disorderly or unsatisfactory conduct in  
9 writing and transmit the documentation to the Contractor with a demand that such conduct  
10 be corrected. The Contractor shall investigate any written complaint from the City  
11 regarding any unsatisfactory performance by any of its workers. If the offending conduct  
12 is repeated, the City may require that the person be removed from all performance of  
13 additional work under this Contract. Removal shall be addressed by the Contractor  
14 immediately.

#### 15 **2.1.6 Disabled or Impaired Persons Service**

16 The Contractor shall offer carry-out service for Garbage, Recyclables and Yard Debris to  
17 households lacking the ability to place containers at the Curb, at no additional charge.  
18 The City shall provide the Contractor with a City-vetted list of carry-out households on a  
19 quarterly basis.

20 **2.1.7 Holiday Schedules** The Contractor shall observe the same holiday schedule as do  
21 Snohomish County Transfer Stations (New Year's Day, Thanksgiving Day, and Christmas  
22 Day).

23 When the day of regular collection is a Snohomish County Transfer Station holiday, the  
24 Contractor may reschedule the remainder of the week of regular collection to the next  
25 succeeding workday, which shall include Saturdays. The Contractor may not collect  
26 Residential Garbage, Recyclables or Yard Debris earlier than the regular collection day  
27 due to a holiday. Commercial collections may be made one day early only with the written  
28 consent of the Commercial Customer.

#### 29 **2.1.8 Inclement Weather**

30 When weather conditions are such that continued operation would result in danger to the  
31 Contractor's staff, area residents or property, the Contractor shall collect only in areas  
32 that do not pose a danger. The Contractor shall notify the City of its collection plan for  
33 each day inclement weather is experienced as soon as practical that day.

34 The Contractor shall collect reasonable accumulated volumes of Garbage, Recyclables  
35 and Yard Debris from Customers with interrupted service on the Customer's next  
36 regularly scheduled service at no extra charge. However, if such conditions continue for  
37 a second consecutive collection day or more the Contractor shall, on the first day that  
38 regular service to a Customer resumes, collect reasonable accumulated volumes of  
39 materials equal to what would have been collected on the missed collection day(s) from  
40 Customers at no extra charge. Following notification to the City, the Contractor will be  
41 provided temporary authorization to perform collection services after 7:00 pm in order to  
42 finish collection routes.

1 Weather policies shall be included in program information provided to Customers. On  
2 each inclement weather day, the Contractor shall release notices to the local radio and  
3 television stations (e.g. KNKX, KIRO, KOMO and KUOW radio stations) notifying  
4 residents of the modification to the collection schedule. Additionally, information will be  
5 posted daily on the Contractor's website. When time allows, the Contractor shall utilize  
6 its reverse auto-call system to inform Customers of delays and/or cancellations of service.

7 **2.1.9 Collection from Problem Customers**

8 The City and Contractor acknowledge that, from time to time, some Customers may  
9 cause disruptions or conflicts that make continued service to that Customer  
10 unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated  
11 damage to Contractor-owned containers, repeated suspect claims of timely set-out  
12 followed by demands for return collection at no charge, repeated claims of Contractor  
13 damage to a Customer's property, or other such problems.

14 The Contractor shall make every reasonable effort to provide service to those problem  
15 Customers. However, if reasonable efforts to accommodate the Customer and to provide  
16 services fail, the Contractor may deny or discontinue service to a problem Customer,  
17 following 14 days prior written notice to the City and the Customer, including the name,  
18 service address and reason for such action. The City may, at its discretion, intervene in  
19 the dispute upon receipt of an appeal from the Customer. In this event, the decision of  
20 the City shall be final. The City may also require the denial or discontinuance of service  
21 to any Customer who is abusing the service or is determined to be ineligible.

22 **2.1.10 Missed Collections**

23 If Garbage, Recyclables or Yard Debris are set out inappropriately, improperly prepared  
24 or contaminated with unacceptable materials, the Contractor shall place in a prominent  
25 location a notification tag that identifies the specific problem(s) and reason(s) for rejecting  
26 the materials for collection.

27 The failure of the Contractor to collect Garbage, Recyclables or Yard Debris that has been  
28 set out by a Customer in the proper manner shall be considered a missed pick-up, and  
29 the Contractor shall collect the materials from the Customer before the end of the next  
30 business day. The Contractor shall maintain a written record of all calls related to missed  
31 pick-ups and the response provided by the Contractor. Such records shall be made  
32 available for inspection upon request by the City and shall be included in monthly reports.

33 If the Contractor is requested by the Customer to make a return trip due to no fault of the  
34 Contractor, the Contractor shall be permitted to charge the Customer an additional fee  
35 for this service, provided the Contractor notifies the Customer of this charge in advance.

36 **2.1.11 Same Day Collection**

37 Garbage, Recyclables and Yard Debris collection shall occur on the same regularly  
38 scheduled day of the week for Residential Customers. The collection of Garbage,  
39 Recyclables and Yard Debris from Commercial Customers need not be scheduled on the  
40 same day.

41 **2.1.12 Requirement to Recycle and Compost**

42 The Contractor shall recycle or compost all Source-separated Recyclables and Yard  
43 Debris collected, unless express prior written permission is provided by the City. The

1 Contractor shall operate its material recovery facility in a manner to ensure that processed  
2 recyclables destined for market have no greater outthrows, prohibited materials or  
3 contamination than allowed under current industry standards. For the purposes of  
4 evaluating this performance requirement, "industry standards" shall be the current  
5 specifications issued by the Institute of Scrap Recycling Industries: *Scrap Specifications*  
6 *Circular 2004 Guidelines for Nonferrous Scrap, Ferrous Scrap, Glass Cullet, Paper Stock*  
7 *and Plastic Scrap," or successor circular or guidelines. The disposal of contaminants*  
8 separated during processing is acceptable to the extent that it is unavoidable and  
9 consistent with industry standards, provided that under no circumstances shall the  
10 disposal of residuals exceed ten percent by weight of the total monthly quantity collected  
11 of either Source-Separated Recyclables or Yard Debris unless the Contractor can  
12 establish that such excess contaminants are the result of special circumstances beyond  
13 the Contractor's control, processing of materials may result in damage to Contractor's  
14 equipment or are caused solely by the actions of generators. Disposal of contaminants  
15 shall be tracked by the Contractor as to the weight and percentage of materials collected  
16 on a monthly basis and included in the monthly reports.

17 The City shall be provided access to the Contractor's processing facilities with 24-hours  
18 notice for the purposes of periodically monitoring the facilities' performance under this  
19 Section. Monitoring may include, but not be limited to, breaking selected bales and  
20 measuring outthrows and prohibitives by weight, taking samples of processed glass and  
21 metals, reviewing actual markets and use of processed materials, and other activities to  
22 ensure that Contractor performance under this Contract and that misdirected recyclables  
23 and contamination are minimized. All such investigations shall be done in strict  
24 compliance with Contractor's safety policies.

25 Obvious contaminants included with either Source-separated Recyclables or Yard Debris  
26 shall not be collected, and shall be left in the Customer's container with a prominently  
27 displayed notification tag explaining the reason for rejection.

28 **2.1.13 Routing, Notification and Approval**

29 The Contractor shall indicate, on a map acceptable to the City, the day of the week  
30 Garbage, Recyclables and Yard Debris shall be collected from each Residential area.  
31 One hard copy of the map, along with an electronic file, shall be provided to the City at  
32 the start of the Contract as well as anytime a change is proposed.

33 The Contractor may change the day of collection by giving notice at least thirty (30) days  
34 prior to the effective date of the proposed change to and obtaining written approval from  
35 the City. On the City's approval, the Contractor shall provide affected Customers with at  
36 least fourteen (14) days written notice of pending changes of collection day. The  
37 Contractor shall obtain the prior written approval from the City of the notice to be given to  
38 the Customer, such approval not to be unreasonably withheld.

39 **2.1.14 Vehicle Condition**

40 Vehicles used in the performance of this Contract shall be maintained in a clean and  
41 sanitary manner, and shall be thoroughly washed at least twice a month. All collection  
42 equipment shall have appropriate safety markings, including all highway lighting, flashing  
43 and warning lights and signals, clearance lights, and warning flags, all in accordance with  
44 current statutes, rules and regulations. Equipment shall be maintained in good condition

1 at all times. All parts and systems of the collection vehicles shall operate properly and be  
2 maintained in a condition satisfactory to the City. The Contractor shall maintain collection  
3 vehicles to ensure that no liquid wastes (such as Garbage or Yard Debris leachate) or  
4 oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets.  
5 Unremediated spills and failure to repair vehicle leaks shall be subject to liquidated  
6 damages. Any equipment not meeting these standards shall not be used within the City  
7 until repairs are made.

8 All collection vehicles shall be labeled with signs which clearly indicate the vehicle  
9 inventory number and a Customer complaint telephone number. The vehicle inventory  
10 number shall be displayed adjacent to the Customer complaint telephone number. Signs  
11 shall use lettering not less than four (4) inches high and shall be clearly visible from a  
12 minimum distance of twenty (20) feet. Signs, sign locations and the complaint telephone  
13 number shall be subject to approval by the City. No advertising shall be allowed on  
14 Contractor vehicles other than the Contractor's name, logo, Customer service telephone  
15 number and website address. Special promotional messages directly related to the  
16 Contractor's own business may be permitted, upon the City's prior written approval.

17 All Contractor route, service and supervisory vehicles shall be equipped with two-way  
18 communication equipment, including all necessary licenses. The Contractor shall  
19 maintain a base station or have equipment capable of reaching all collection areas.

20 Contractor shall maintain maintenance records for all vehicles and equipment used in the  
21 performance of this Contract. Maintenance records shall be kept for a minimum of 7 years  
22 and shall, at a minimum, include a historical log of vehicle and equipment problems,  
23 repairs, painting and maintenance activities, and for each vehicle, shall indicate the  
24 vehicle's identification number, make, model, age and mileage. Maintenance records  
25 shall be made available for review by the City upon request.

26 **2.1.15 Container Requirements and Ownership**

27 **2.1.15.1 Mini-cans and Garbage Cans**

28 Both Residential and Commercial Customers may elect to use Customer-owned Mini-  
29 cans or Garbage Cans, or may choose to use Contractor-owned Carts for Garbage  
30 collection service. In all cases, Customers will be directed to have at least one rigid  
31 container as their primary Garbage container. Plastic bags may be used for overflow  
32 volumes of Garbage, but not as a Customer's primary container.

33 If a Customer uses their own Mini-can or Garbage Can, Contractor crews shall be  
34 expected to handle the containers in such a way as to minimize undue damage. The  
35 Contractor shall be responsible for unnecessary or unreasonable damage to Customer-  
36 owned containers caused by the Contractor.

37 **2.1.15.2 Garbage, Recyclables and Yard Debris Carts**

38 The Contractor shall provide 20-, 32-, 64- and 96-gallon Garbage Carts; 64- and 96-  
39 gallon Recycling Carts; and 64- and 96-gallon Yard Debris Carts to new Customers within  
40 the City Service Area, including new residences and annexation areas as well as  
41 replacement Carts to existing Customers who request them because of loss, theft or  
42 damage. All carts shall be manufactured from a minimum of 10 percent (10%) and up to  
43 25 percent (25%) post-consumer recycled plastic, with a lid that will accommodate a

1 Contractor affixed screening or label. Carts shall be provided within seven (7) days of a  
2 customer request at the Contractor's sole expense.

3 All Carts shall include information materials describing material preparation and collection  
4 requirements. Any materials published by the Contractor must be reviewed and approved  
5 by the City prior to printing and distribution by the Contractor. All Carts shall be labeled  
6 with materials preparation instructions, as appropriate.

7 All Contractor-owned wheeled carts shall: be maintained by the Contractor in good  
8 condition for material storage and handling; contain no jagged edges or holes; contain  
9 wheels or rollers for movement; and be equipped with an anti-skid device or sufficient  
10 surface area on the bottom of the container to prevent unwanted movement. The carts  
11 shall contain instructions for proper use, including any Customer actions that would void  
12 manufacturer warranties (such as placement of hot ashes in the container causing the  
13 container to melt), and procedures to follow in order to minimize potential fire problems.

14 Collection crews shall note damaged hinges, holes, poorly functioning wheels and other  
15 similar repair needs on Contractor-owned carts (including those for Garbage, Recycling  
16 and Yard Debris) and forward repair notices to the Contractor's service personnel. Cart  
17 repairs shall then be made within seven (7) days at the Contractor's expense. Any  
18 wheeled cart that is damaged or missing on account of accident, act of nature or the  
19 elements, fire, or theft or vandalism by other members of the public shall be replaced no  
20 later than seven (7) business days after notice from the Customer or City. Replacement  
21 carts may be used and reconditioned, but shall be clean and appear presentable.  
22 Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

23 If a particular Customer repeatedly damages a cart or requests more than one  
24 replacement cart during the term of the Contract due to the Customer's own negligence  
25 or intentional misuse, the Contractor may charge that Customer the actual cost of  
26 necessary repairs.

### 27 2.1.15.3 Detachable and Drop-box Containers

28 The Contractor shall furnish and install 1-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable  
29 Containers, and 10-, 20-, 30- and 40-cubic yard uncompacted Drop-box Containers to  
30 any Customer who requires their use for storage and collection of Garbage, Recyclables  
31 or Yard Debris within seven (7) days of the request. Containers shall be located on the  
32 premises in a manner satisfactory to the Customer and for collection by the Contractor.

33 Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic  
34 covers; have four (4) wheels for containers 2-cubic yards and under; be in good condition  
35 for Garbage and Recyclables storage and handling; and, have no leaks, jagged edges or  
36 holes. Drop-box Containers shall be all-metal.

37 Containers on Customers' premises are at the Contractor's risk and not the City's risk.  
38 The Contractor shall repair or replace within twenty-four (24) hours any container that  
39 was supplied by the Contractor and was in use if the City or a health department inspector  
40 determines that the container fails to comply with reasonable standards or constitutes a  
41 health or safety hazard.

42 Customers may elect to own or secure containers from other sources, and shall not be  
43 subject to discrimination by the Contractor in collection services on that account.

1 However, containers owned or secured by Customers must be capable of being serviced  
2 by front load or Drop-box Container collection vehicles to be eligible for collection. The  
3 Contractor is not required to service Customer containers that are not compatible with the  
4 Contractor's equipment.

5 If a particular Customer repeatedly damages a container due to the Customer's own  
6 negligence or intentional misuse, the Contractor shall forward in writing the Customer's  
7 name and address to the City. The City may in its sole discretion intervene in an attempt  
8 to resolve the problem. If the problem continues, the Contractor may discontinue service  
9 to that Customer, on the City's prior approval.

10 **2.1.15.5 Ownership**

11 On the expiration or termination of this Contract for any reason, all Contractor-supplied  
12 Garbage Carts, Recycling Carts and Yard Debris Carts, detachable containers, and roll-  
13 off boxes purchased or obtained by the Contractor shall remain the property of the  
14 Contractor.

15 **2.1.15.6 Container Labeling**

16 Contractor-provided Recycling Carts, Yard Debris Carts, and Garbage Carts shall be  
17 marked so as to be easily identified by waste type and shall include waste-specific  
18 collection instructions.

19 **2.1.16 Spillage**

20 All loads collected by the Contractor shall be completely contained in collection vehicles  
21 at all times, except when material is actually being loaded or unloaded. Hoppers on all  
22 collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary  
23 blowing or spillage. Any spillage of materials that occurs during collection shall be  
24 immediately cleaned up by the Contractor at its expense.

25 All vehicles used in the performance of this Contract shall be required to carry regularly  
26 maintained spill kits. At a minimum, spill kits shall include absorbent pads or granules,  
27 containment booms, storm drain covers, sweepers and other similar materials sufficient  
28 to contain, control and, for minor events, appropriately clean-up, blowing materials, litter,  
29 leaks and spillage of vehicle fluids and leachate. Spill kits shall also include employee  
30 spill containment instructions and procedures as well as a regularly updated list of  
31 emergency contacts. The Contractor shall develop spill response procedures for review  
32 and approval by the City before initiating any work under this Contract. All of Contractor's  
33 drivers shall be provided with annual training on the use of spill kits and associated  
34 containment and notification procedures.

35 **2.1.17 Pilot Programs**

36 The City may wish to test and/or implement one or more new developments in waste  
37 stream segregation, materials processing or collection technology at some point during  
38 the term of the Contract. The City shall notify the Contractor in writing at least ninety (90)  
39 days in advance of its intention to implement a pilot program or of its intentions to utilize  
40 a new technology system on a City-wide basis. The additional costs (or savings) accrued  
41 by City-initiated pilot programs, and modifications to the fees and rates of Contractor to  
42 reflect such additional costs or savings, shall be negotiated prior to implementation.

1 Contractor-initiated pilot programs shall require prior written notification and approval by  
2 the City. Contractor-initiated pilot programs shall be performed at no additional cost to the  
3 City or the Contractor's Customers; however, savings accrued may be subject to  
4 negotiations prior to implementation at the City's request.

#### 5 **2.1.18 Disruption Due to Construction**

6 The City reserves the right to construct any improvement or to permit any such  
7 construction in any street or alley in such manner as the City may direct, which may have  
8 the effect for a time of preventing the Contractor from traveling the accustomed route or  
9 routes for collection. However, the Contractor shall, by the most expedient manner,  
10 continue to collect Garbage, Recyclables and Yard Debris to the same extent as though  
11 no interference existed upon the streets or alleys normally traversed. This shall be done  
12 at no extra expense to the City or the Contractor's Customers. The City and Contractor  
13 will reasonably coordinate in good faith to accommodate for the disruption and ensure  
14 that all Customers are serviced in a timely manner.

#### 15 **2.1.19 Contractor Planning Assistance**

16 The Contractor shall, upon request and without additional cost, make available site  
17 planning assistance to the City, property owners, and developers. The site planning  
18 assistance shall be available for all new construction or remodeling of buildings and  
19 structures within the City Service Area, and shall address the design and planning of  
20 Garbage, Recyclables and Yard Debris removal areas and their location upon the site of  
21 the proposed construction or remodeling project. Contractor planning assistance for  
22 optimizing loading docks and other areas shall also be available for existing building  
23 managers when realigning Garbage, Recyclables and Yard Debris services. If the City  
24 requests site planning assistance from Contractor in accordance with this section, the  
25 City shall make its best efforts to forward permit application plans to the Contractor for  
26 prior review during the City's internal review process for construction and development  
27 permits. The Contractor shall approve solid waste enclosure locations in writing the  
28 Monroe Municipal Code at no cost to the City or Contractor's Customer.

#### 29 **2.1.20 Safeguarding Public and Private Facilities**

30 The Contractor shall protect and take all necessary steps to avoid damage to all public  
31 and private improvements, facilities and utilities whether located on public or private  
32 property, including street curbs. If such improvements, facilities, utilities or curbs are  
33 damaged by reason of the Contractor's operations, the Contractor shall notify the City  
34 immediately in writing of all damage, and the Contractor shall repair or replace the same  
35 except that the Contractor's responsibility for normal wear and tear to City streets shall  
36 be limited to the payment of the Administrative Fee in accordance with Section 3.1. If the  
37 Contractor fails to do so promptly, as determined by the City, the City may, without  
38 prejudice to any other remedy or penalty, cause repairs or replacement to be made, and  
39 the cost of doing so shall be billed to the Contractor or deducted from amounts owed the  
40 Contractor under the Contract. The City shall not be liable for any damage to property or  
41 person caused by the Contractor, and the Contractor agrees to fully indemnify, protect,  
42 defend and hold the City harmless for any such damage, including costs and attorney's  
43 fees arising as a result of such damage as set forth in Section 6.7.

1 **2.1.21 Company Name**

2 The Contractor shall not use a firm name containing the words "Monroe," "City," or any  
3 words implying municipal ownership.

4 **2.1.22 Customer Service**

5 The Contractor shall be responsible for providing all Customer service functions relating  
6 to service delivery, including without limitation informing Customers of potential service  
7 levels and charges, receiving and resolving Customer complaints, and dispatching Drop-  
8 box Containers. These functions shall be provided at the Contractor's sole expense.

9 **2.1.22.1 Customer Service Hours**

10 The Contractor's Customer service shall be accessible by a toll-free phone number. The  
11 Contractor's Customer service hours shall be at a minimum from 8 a.m. to 5 p.m. daily,  
12 except Saturdays, Sundays, and holidays designated in Section 2.1.7. The Contractor's  
13 Customer service hours shall also include all collection days.

14 The Contractor shall maintain an emergency telephone number for City use outside  
15 normal business hours. The Contractor shall have a representative or an answering  
16 service to contact such representative, available at said emergency telephone number  
17 during all hours other than normal business hours.

18 **2.1.22.2 Customer Service Requirements**

19 **A. Service Recipient Complaints and Inquiries**

20 During business hours, the Contractor shall maintain a complaint service and a telephone  
21 answering system capable of accepting at least four incoming calls at one time. The  
22 Contractor shall record all complaints, including date, time, complainant's name and  
23 address, if the complainant is willing to give this information, and nature, date and manner  
24 of resolution of the complaint in a computerized daily log. Any such calls received via the  
25 Contractor's answering service shall be recorded in the log the following work day. The  
26 Contractor shall make every reasonable effort to resolve all complaints within twenty-four  
27 (24) hours of the original call.

28 The Customer service log shall be available for inspection by City representatives during  
29 the Contractor's office hours and shall be in a format approved by the City. The Contractor  
30 shall provide a copy of this log in computerized form to the City upon request.

31 All incoming calls shall be answered promptly and courteously. Customers shall be able  
32 to receive recorded service information and also talk directly with a Customer service  
33 representative when calling the Contractor's Customer service telephone number. Upon  
34 the receipt of Customer complaints in regards to busy signals or excessive delays in  
35 answering the telephone, the City may request and the Contractor shall submit a plan to  
36 the City for correcting the problem. Once the City has approved the plan, the Contractor  
37 shall have sixty (60) days to implement the corrective measures. Reasonable corrective  
38 measures shall be implemented without additional compensation to the Contractor.

39 The Contractor shall provide an Internet website containing collection schedules, material  
40 preparation requirements, rates, inclement weather service changes, and other relevant  
41 service information for its Customers. The website shall include an e-mail function for  
42 Customer communication with the Contractor. The website design shall be submitted for

1 City approval prior to collection service commencement.

2 **B. Recyclables and Yard Debris/Foodwaste Programs**

3 The Contractor's Customer service representatives shall be fully knowledgeable of all  
4 collection and related services available to Monroe residents as referenced in this  
5 Contract. For new Customers, Customer service representatives shall explain all  
6 Garbage, Yard Debris and Recyclables collection services available. For existing  
7 Customers, the representatives shall resolve recycling issues, missed pickups, cart  
8 deliveries, etc. Customer service representatives shall be trained to inform Customers of  
9 Yard Debris, Foodwaste and Recyclables preparation specifications. City policy  
10 questions shall be forwarded to the City for response.

11 **C. Monitoring and Evaluation**

12 The Contractor shall develop and maintain a program in place to monitor and evaluate  
13 the quality of Customer service and to determine overall Customer satisfaction with the  
14 Contractor's services. Monitoring and evaluation methods shall include random Customer  
15 surveys, periodically monitoring Customer service, and other such methods. The  
16 Contractor shall work with the City to monitor and ensure that high levels of Customer  
17 service are demonstrated throughout the Contract term.

18 **2.1.23 Customer Billing Responsibilities**

19 The Contractor shall be responsible for all billing functions related to the waste collection  
20 and other services provided under this Contract. All Residential Customers shall be billed  
21 at least quarterly, and Commercial Customers shall be billed monthly. Billing and  
22 accounting costs associated with Customer invoicing shall be borne by the Contractor  
23 and are included in the service fees in Attachment A. The Contractor may bill to  
24 Customers the late payments, suspend fees, and NSF check charges included in  
25 Attachment A, as well as the costs of bad debt collection.

26 Upon a minimum of forty-eight hours advance notice Residential Customers may  
27 temporarily suspend service for any absence of two (2) weeks or more with a maximum  
28 of ninety days in any concurrent twelve-month period and bill billed on a prorated basis  
29 for actual services required. Low-income senior and disabled Customers may temporarily  
30 suspend service for any absence of two (2) weeks or more with a maximum of one  
31 hundred eighty days in any concurrent twelve-month period. Accounts must be current,  
32 no temporary suspension shall be granted for an account that is delinquent. When  
33 service is temporarily suspended, the Contractor may continue to bill for container rentals,  
34 if applicable.

35 All Residential Customer collection costs and revenues shall be included in the Garbage  
36 collection rate and shall not be charged or itemized separately. All Yard Debris services  
37 shall be itemized and charged separately.

38 The Contractor shall be responsible for the following:

- 39 • Generating combined Garbage, Recyclables and Yard Debris collection bills.  
40 Bills must include a statement indicating the Customer's current service level,  
41 current charges and payments, and applicable taxes and fees.
- 42 • Accepting, processing and posting payment data each business day.

- 1 • Maintaining a system to monitor Customer subscription levels, record excess  
2 Garbage collected, place an additional charge on the Customer's bill for the  
3 excess collection, and charge for additional services requested and delivered.  
4 This system shall maintain a Customer's historical account data for a period of  
5 not less than two years.
- 6 • Accepting and responding to Customer requests for service level changes,  
7 missed or inadequate collection services, and additional services.
- 8 • Collecting unpaid charges from Customers for collection services.
- 9 • Implementing rate changes as specified in Sections 3.2 and 3.3.
- 10 • Including lines for Customer service messages on Customer bills.

11 The Contractor shall develop and maintain procedures in place to back up and minimize  
12 the potential for the loss or damage of the account servicing (Customer service, service  
13 levels and billing history) database.

14 Upon seven (7) days written notice, the Contractor shall provide the City with a paper  
15 and/or electronic copy at the City's discretion of the requested Customer information and  
16 history, including but not limited to Customer names, service and mailing addresses,  
17 contact information, service levels and current account status.

#### 18 **2.1.24 Coordination with City and Annual Performance Review**

19 The Contractor's supervisory staff shall be available to meet with the City at the City's  
20 offices on request to discuss operational and Contract issues. The City may, at its option,  
21 conduct an annual performance review of the Contractor's performance under this  
22 Contract. The results of the performance review shall be presented to the Contractor and  
23 a plan for addressing any deficiencies shall be provided to the City within two (2) weeks  
24 of the Contractor's receipt of the review. The Contractor shall plan for and correct in good  
25 faith any deficiencies found in its performance under this Contract.

26 The Contractor's plan shall address all identified deficiencies and include a timeline for  
27 corrective actions. The Contractor's corrective plan shall be subject to reasonable review  
28 and approval by the City. Upon approval of the plan, Contractor shall proceed to correct  
29 deficiencies.

30 The Contractor shall continually monitor and evaluate all operations to ensure compliance  
31 with this Contract. At the request of the City, or at no less than quarterly intervals, the  
32 Contractor shall report its actual performance measures, how they compare with the City  
33 performance requirements, and provide a plan and timelines for remedial measures to  
34 correct any items failing to meet City requirements.

35 The City may perform annual performance reviews to confirm various aspects of the  
36 Contractor's operations and compliance with this Contract. City staff or contracted  
37 consultants may provide the review at the City's direction. The Contractor shall fully  
38 cooperate and assist with all aspects of the performance review, including access to route  
39 and Customer service data, safety records and other applicable information.

1 **2.1.25 Disposal Requirements**

2 All Garbage collected under this Contract, as well as residues from processing  
3 Recyclables and Yard Debris, shall be delivered to the Snohomish County Disposal  
4 System unless otherwise agreed in writing by the City.

5 **2.1.26 Excluded Waste**

6 Notwithstanding any other provision of this Contract: (a) except as otherwise required by  
7 applicable law, the Contractor shall have no obligation to inspect any material collected  
8 pursuant to this Contract; (b) if Excluded Waste is discovered before the Contractor  
9 collects it, the Contractor may refuse to collect the entire container of waste; (c) if any  
10 Excluded Waste is not discovered by the Contractor before it is collected, the Contractor  
11 may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a  
12 location authorized to accept such Excluded Waste in accordance with all applicable laws  
13 and charge the Customer, depositor or generator of such Excluded Waste all direct and  
14 indirect cost incurred due to removal, remediation, handling, transportation, delivery and  
15 disposal of such Excluded Waste; and (d) to the extent consistent with applicable law,  
16 title to and liability for any Excluded Waste shall remain with the Customer, generator or  
17 depositor and shall at no time pass to the Contractor. Provided, that notwithstanding any  
18 other provision of this Contract, specifically including without limitation the provisions of  
19 this Section, nothing herein shall be construed as imposing any responsibility and/or  
20 liability upon the City with respect to such Excluded Waste.

21 **2.1.27 Emergency Response**

22 Contractor shall provide the City use of the Contractor's labor and equipment for  
23 assistance in the event of a City disaster or emergency declaration, provided such labor  
24 and equipment is available. The Contractor and City commit to developing an agreement  
25 on terms, conditions, and compensation for disaster or emergency services, not to be  
26 less than the rates in Attachment A.

27 Contractor shall keep full and complete records and documentation of all costs incurred  
28 in connection with disaster or emergency response, and include such information in the  
29 monthly reports required under Section 2.3.2.1. The Contractor shall maintain such  
30 records and documentation in accordance with the City's prior approval and any  
31 standards established by the Federal Emergency Management Agency, and at the City's  
32 request, shall assist the City in developing any reports or applications necessary to seek  
33 assistance related to a federally-declared disaster.

34 **2.2 Collection Services**

35 **2.2.1 Residential Customer Garbage Collection**

36 **2.2.1.1 Subject Materials**

37 The Contractor shall collect all Garbage placed at Curbside for disposal by Residential  
38 Customers in and adjacent to Contractor-owned Garbage Carts or Customer provided  
39 Garbage Cans.

40 Garbage containing Yard Debris shall not be knowingly collected and shall instead be  
41 prominently tagged with a notice informing the Customer that disposal of Yard Debris in  
42 Garbage is not legal within the City.

1 The Contractor shall not be required to collect Excluded Waste that is either restricted  
2 from disposal or would pose a danger to collection crews. If materials are rejected for this  
3 reason, the Contractor shall leave in a prominent location a notification tag that identifies  
4 the specific problem(s) and reason(s) for rejecting the materials for collection and that  
5 provides the Customer with a contact for further information about proper disposal  
6 options. Failure to provide proper notification to Customers of the reason for rejecting  
7 materials for collection shall be considered a missed collection.

#### 8 2.2.1.2 Containers

9 The Customer's primary container must be a Mini-can, Garbage Can, or Garbage Cart.  
10 Plastic bags may only be used for excess waste, not as the Customer's primary container,  
11 except when containers have been requested but not yet delivered. The Contractor may  
12 set reasonable weight limits on Garbage Cans and Carts as appropriate, provided that  
13 the weight limit is no less than the equivalent of 60 pounds per 32-gallon capacity (e.g. a  
14 64-gallon cart would have a weight limit of 120 pounds). The Contractor may charge for  
15 overweight and oversized containers.

#### 16 2.2.1.3 Specific Collection Requirements

17 The Contractor shall offer regular weekly collection of the following service levels:

18 20-gallon Mini-can(s);

19 32-gallon Garbage Can(s);

20 20-gallon mini-cart(s)

21 32-gallon wheeled cart;

22 64-gallon wheeled cart(s); and

23 96-gallon wheeled cart(s).

24 The Contractor shall also offer monthly collection of one 32-gallon Garbage Can to  
25 Customers who generate very low amounts of Garbage and are able to contain those  
26 materials in a manner which does not generate excessive odors or attract insects or  
27 animals.

28 Roll-out charges shall be assessed only to those Customers who choose to have the  
29 Contractor move a container to reach the collection vehicle at its nearest point of access.  
30 Extra charges may be assessed for materials loaded so as to lift a Cart lid in excess of  
31 six (6) inches from the normally closed position. The Contractor may charge for an  
32 overweight container at the "extra" rate. The Contractor shall maintain route lists in  
33 sufficient detail to allow accurate recording and charging of all extra fees. Customers shall  
34 be allowed to specify that no "extras" be collected without prior Customer notification,  
35 which shall be provided by the Customer no less than twenty-four (24) hours prior to that  
36 Customer's regular collection.

37 Collections shall be made from Residential Customers on a regular schedule on the same  
38 day and as close to a consistent time as possible. The Contractor may tag inappropriately  
39 placed containers and may discontinue service in accordance with Section 2.1.9 in the  
40 event of persistent inappropriate container placement. The Contractor's crews shall make

1 collections in an orderly and quiet manner, and shall return containers, in an upright  
2 position, with lids closed and attached, to their set out location in an orderly manner.

3 **2.2.2 Residential Customer Recyclables Collection**

4 **2.2.2.1 Subject Materials**

5 The defined list of Recyclables shall be collected from all participating Single-family  
6 Residences as part of basic Recyclables collection services. The Contractor shall collect  
7 all Recyclables from Single-family Residences that are prepared as follows and  
8 uncontaminated with food or other residues:

- Aluminum Cans: All aluminum cans that are placed in the Recycling Cart or separately boxed or bundled.
- Corrugated Cardboard: All corrugated cardboard that is smaller than three (3) feet by three (3) feet, flattened and placed in or next to the Customer's Recycling Cart.
- Glass Containers: All colored or clear jars and bottles that are rinsed, have lids removed and are placed in the Recycling Cart, or separately boxed or bundled. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
- Mixed Paper: All Mixed Paper that is placed loosely in the Recycling Cart or separately bagged or bundled.
- Newspaper: All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart or separately bagged or bundled.
- Plastic Containers: All plastic bottles, jugs, containers and tubs that are flattened and placed in the Recycling Cart or separately boxed or bundled. Other plastics, automotive or other hazardous product containers, and lids are excluded.
- Polycoated Cartons and Boxes: All plastic coated and aseptic cartons and boxes that are flattened and placed in the Recycling Cart or separately bagged or bundled.
- Scrap Metal: All ferrous and non-ferrous Scrap Metal that is: placed in the Recycling Cart or separately boxed or bundled; free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.
- Tin Cans: All food and beverage tin cans that are placed in the Recycling Cart or separately boxed or bundled.

9  
10 **2.2.2.2 Containers**

1 The Contractor shall be responsible for ordering, assembling, affixing instructional  
2 information onto, maintaining inventories of, and distributing and maintaining Recycling  
3 Carts. The default Recycling Cart size shall be 64-gallons, provided that the Contractor  
4 shall offer and provide 96-gallon Recycling Carts on request to those residents requiring  
5 more capacity than provided by the standard 64-gallon Recycling Cart. Recycling Carts  
6 shall be labeled with recycling collection requirements in accordance with Section  
7 2.1.15.6.

#### 8 2.2.2.3 Specific Collection Requirements

9 Residential Customer Recyclables collection shall occur weekly on the same day as each  
10 household's Garbage and Yard Debris collection. Residential Customer Recyclables  
11 collection shall occur during the hours and days specified in Section 2.1.4. Collections  
12 shall be made from Residential Customers on a regular schedule on the same day and  
13 as close to a consistent time as possible. The Contractor shall collect on Public Streets  
14 and Private Roads in the same location as Garbage collection service is provided. The  
15 Contractor's crews shall make collections in an orderly and quiet manner, and shall return  
16 containers with their lids closed and attached to their set out location in an orderly manner.

17 The Contractor shall collect all properly prepared Recyclables from Garbage Customers.  
18 No limits shall be placed on set-out volumes, except in the case when extremely large  
19 quantities of commercially-generated materials are consistently set out by a Residential  
20 Customer. In this case, the Contractor shall request the resident to use a larger Recycling  
21 Cart or use commercial recycling services for the excess volumes. If the resident  
22 continues to set out commercial quantities of Recyclables, the Contractor shall notify the  
23 City for further action. If large quantities of residentially-generated cardboard (e.g. moving  
24 boxes) are set out for collection, the Contractor may collect the excess materials the  
25 following day, at no additional charge, in a separate truck, provided that clear written  
26 notification of the collection delay is provided to the Customer.

### 27 2.2.3 Yard Debris Collection

#### 28 2.2.3.1 Subject Materials

29 Yard Debris shall be collected each collection cycle from all participating Residential  
30 Customers.

31 Contaminated or oversized Yard Debris materials rejected by the Contractor at the curb  
32 shall be tagged in a prominent location with an appropriate problem notice explaining why  
33 the material was rejected.

#### 34 2.2.3.2 Containers

35 The Contractor shall be responsible for ordering, assembling, affixing instructional  
36 information onto, maintaining inventories of, and distributing and maintaining Yard Debris  
37 Carts. Yard Debris Carts shall be labeled with instructional information, in accordance  
38 with Section 2.1.15.6. Yard Debris Carts shall be available in the 96-gallon size only. Only  
39 Contractor-issued carts can be used for Yard Debris collection.

40 Extra Yard Debris material that does not fit in a Yard Debris Cart shall be bundled or  
41 placed in Kraft bags or Customer-owned 32-gallon containers and shall be subject to  
42 "extra" charges as described in Attachment A.

1 **2.2.3.3 Specific Collection Requirements**

2 Yard debris materials shall be collected weekly from all Residential Customers on the  
3 same day as Garbage collection. The Contractor shall collect on Public Streets and  
4 Private Roads, in the same location as Garbage collection is provided. The Contractor's  
5 crews shall make collections in an orderly and quiet manner, and shall return containers  
6 in an upright position, with lids attached, to their set out location in an orderly manner.

7 **2.2.3.4 Foodwaste Collection**

8 The Contractor shall accept Foodwaste included and mixed with Yard Debris in Yard  
9 Debris Carts for Single Family Residential Customers. The Contractor's instructions for  
10 its overall collection program shall include instructions for the proper handling and  
11 recycling of Foodwaste.

12 **2.2.4 Commercial Customer Garbage Collection**

13 **2.2.4.1 Subject Materials**

14 The Contractor shall collect all Garbage set out for disposal by Commercial Customers in  
15 acceptable containers as designated in Section 2.2.1.

16 Garbage containing Yard Debris shall not knowingly be collected and instead prominently  
17 tagged with a notice informing the Customer that disposal of Yard Debris in Garbage is  
18 not legal within the City.

19 The Contractor shall not be required to collect Excluded Waste that is either restricted  
20 from disposal or would pose a danger to collection crews. If materials are rejected for this  
21 reason, the Contractor shall leave in a prominent location a notification tag that identifies  
22 the specific problem(s) and reason(s) for rejecting the materials for collection and that  
23 provides the Customer with a contact for further information about proper disposal  
24 options. Failure to provide proper notification to Customers of the reason for rejecting  
25 materials for collection shall be considered a missed collection.

26 **2.2.4.2 Containers**

27 The Contractor shall provide containers meeting the standards described in Section  
28 2.1.15. Commercial Customers shall be offered a full range of containers and service  
29 options, including Garbage Carts, and one (1) through eight (8) cubic yard containers.

30 Materials in excess of container capacity or the subscribed service level shall be collected  
31 and properly charged as "extras" at the rates listed in Attachment A. The Contractor shall  
32 develop and maintain route lists in sufficient detail to allow accurate recording and  
33 charging of all "extras."

34 The Contractor may use either or both front-load or rear-load Detachable Containers to  
35 service Commercial Customers. However, not all collection sites within the City Service  
36 Area may be appropriate for front-load collection due to limited maneuverability or  
37 overhead obstructions. The Contractor shall provide containers and collection services  
38 capable of servicing all Customer sites, whether or not front-load collection is feasible.

39 Contractor-owned containers shall be delivered by the Contractor to requesting  
40 Multifamily Complex and Commercial Customers within seven (7) days of the Customer's  
41 initial request.

1 Customers may elect to own or secure containers from other sources, and shall not be  
2 subject to discrimination by the Contractor in collection services on that account.  
3 However, containers owned or secured by Customers must be capable of being serviced  
4 by front load or Drop-box Container collection vehicles to be eligible for collection. The  
5 Contractor shall provide minimum compatible container specifications for Customers who  
6 elect to own or secure containers from other sources. The Contractor shall provide labels  
7 and collection service for compatible Customer-owned containers. The Contractor is not  
8 required to service Customer containers that are not compatible with the Contractor's  
9 equipment. In the event of a dispute as to whether a particular container is compatible,  
10 the City shall make a final determination.

### 11 2.2.4.3 Specific Collection Requirements

12 Commercial Garbage collection shall be made available to Commercial Customers daily,  
13 Monday through Friday, during the times specified in Section 2.1.4. Collection at Large  
14 Complex Residences shall be limited to the same hours as Residential Customer  
15 collection. Collections shall be made on a regular schedule on the same day and as close  
16 to a consistent time as possible to minimize Customer confusion. The Contractor shall  
17 collect from areas mutually agreed upon by the Contractor and Customer with the least  
18 slope and best truck access possible. Containers shall be replaced after emptying in the  
19 same location as found.

20 The Contractor shall not charge delivery fees for Detachable Containers or Carts, except  
21 in the case of temporary Detachable Container service and Detachable Containers  
22 redelivered to Customers restarting service after having service suspended. Roll-out  
23 charges shall be assessed in ten (10) foot increments only to those Customers for whom  
24 the Contractor must move a container over twenty-five (25) feet to reach the collection  
25 vehicle at its nearest point of access.

26 Extra charges may be assessed for materials loaded so as to lift the Garbage Can,  
27 Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally  
28 closed position.

29 Customers may request extra collections and shall pay a proportional amount of their  
30 regular monthly rate for that service. All extra charges and fees will be listed in Attachment  
31 A.

## 32 2.2.5 Large Complex Residences Recyclables Collection

### 33 2.2.5.1 Subject Materials

34 The Contractor shall collect all Recyclables from Large Complex Residences that are  
35 prepared in a manner similar to that described for Residential Customers Recyclables in  
36 Section 2.2.2.1.

### 37 2.2.5.2 Containers

38 The Contractor shall be responsible for ordering, assembling, affixing instructional  
39 information onto, maintaining inventories of, and distributing and maintaining Recycling  
40 Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor  
41 shall offer and provide 64-gallon Recycling Carts on request to those complexes requiring  
42 less capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts

1 shall be labeled with recycling collection requirements in accordance with Section  
2 2.1.15.6 when distributed.

3 At larger Large Complex residences, the Contractor may use Detachable Containers for  
4 recycling collection provided that they are clearly distinguished from containers used for  
5 Garbage collection and are equipped with City-approved, prominent identifying and  
6 instructional labels.

7 Recycling Carts and containers shall be delivered by the Contractor to requesting  
8 Customers within seven (7) days of the Customer's initial request. Large Complex  
9 Residential Recycling Carts shall be relabeled periodically in accordance with Section  
10 2.1.15.6.

### 11 2.2.5.3 Specific Collection Requirements

12 Large Complex Residences recycling collection shall occur at least weekly or more  
13 frequently, as needed, during the hours and days specified in Section 2.1.4. Collections  
14 shall be made on a regular schedule on the same day(s) of the week to minimize  
15 Customer confusion. The Contractor shall collect from areas mutually agreed upon by the  
16 Contractor and Customer with the least slope and best truck access possible. Containers  
17 shall be replaced after emptying in the same location as found.

18 When space constraints limit the provision of containers appropriately-sized for weekly  
19 collection, the Contractor shall provide more frequent collection, as necessary, of smaller  
20 containers to provide adequate capacity for the Multifamily Complex site.

## 21 2.2.6 Commercial Customer Yard Debris Collection

### 22 2.2.6.1 Subject Materials

23 The Contractor shall provide Yard Debris collection services to Commercial Customers,  
24 in accordance with the service level selected by the Customer and on a subscription basis  
25 and at an additional cost according to the rates in Attachment A.

26 Contaminated or oversized Yard Debris materials rejected by the Contractor shall be  
27 tagged in a prominent location with an appropriate problem notice explaining why the  
28 material was rejected.

### 29 2.2.6.2 Containers

30 The Contractor shall be responsible for ordering, assembling, affixing instructional  
31 information onto, maintaining inventories of, and distributing and maintaining Yard Debris  
32 Carts and Detachable Containers.

33 Extra Yard Debris material that does not fit in a Yard Debris Cart or Detachable Container  
34 shall be bundled or placed in Kraft bags or Customer-owned 32-gallon containers.

35 Yard Debris Carts shall be delivered by the Contractor to new Commercial Customers  
36 within seven (7) days of the Customer's initial request.

### 37 2.2.6.3 Specific Collection Requirements

38 Yard Debris shall be collected from Commercial Customers at the same frequency  
39 schedule for Residential Customers. Collections shall be made on a regular schedule on  
40 the same day(s) and as close to a consistent time as possible. Yard Debris in excess of

1 the subscribed container size may be charged as "extras" in 32-gallon increments, with  
2 each extra equaling 32 gallons.

3 The Contractor shall collect at defined Commercial Customer container spaces. The  
4 Contractor's crews shall make collections in an orderly and quiet manner, and shall return  
5 containers with their lids closed and attached to their set out location.

## 6 **2.2.7 Drop-Box Container Garbage Collection**

### 7 **2.2.7.1 Subject Materials**

8 The Contractor shall provide Drop-Box Container Garbage collection services to  
9 Commercial Customers, in accordance with the service level selected by the Customer.

10 Garbage containing Yard Debris shall not be knowingly collected and instead prominently  
11 tagged with a notice informing the Customer that disposal of Yard Debris in Garbage is  
12 not legal within the City.

13 The Contractor shall not be required to collect Drop-box Containers containing hazardous  
14 materials that are either restricted from disposal or would pose a danger to collection  
15 crews. If materials are rejected for this reason, the Contractor shall leave a prominently  
16 displayed notice with the rejected materials listing why they were not collected and  
17 providing the Customer with a contact for further information on proper disposal. If a Drop-  
18 box Container Customer persistently includes inappropriate materials in their containers,  
19 the Contractor shall photograph and otherwise document the inappropriate materials, and  
20 provide the Customer's name and address to the City for further action.

### 21 **2.2.7.2 Containers**

22 The Contractor shall provide containers meeting the standards described in Section  
23 2.1.15. Both Customer-owned and Contractor-owned Drop-box Containers shall be  
24 serviced, including Customer-owned compactors.

25 The Contractor shall charge a Drop-box Container delivery fee, as listed in Attachment A,  
26 to all temporary and permanent Customers on their initial delivery request.

27 The Contractor may charge a compactor surcharge to Customers who request that the  
28 Contractor remove or reinstall hydraulic or power connections prior to or after the  
29 compactor is hauled to the disposal site. The compactor surcharge shall not be assessed  
30 in cases where the Customer performs this function themselves.

31 Contractor-owned containers shall be delivered by the Contractor to requesting  
32 Customers within seven (7) days of the Customer's initial request.

### 33 **2.2.7.3 Specific Collection Requirements**

34 Commercial Customer Drop-box Container collection must occur during the hours and  
35 days specified in Section 2.1.4. Collection of Drop-box Containers in residential areas  
36 and multiuse buildings containing residences shall be limited to the same hours as  
37 Residential Customer collection

38 The Contractor shall provide dispatch service and equipment capability to collect full  
39 Drop-box Containers no later than the next business day after the Customer's initial call.  
40 The Contractor shall maintain a sufficient Drop-box Container inventory to provide empty

1 containers to new and temporary Customers within seven (7) business days after the  
2 Customer's initial call.

3 The Contractor shall directly bill and receive payments from Customers for temporary and  
4 permanent Drop-box Container hauling and rental services.

### 5 **2.2.8 Temporary Detachable Container And Drop-box Service**

6 The Contractor shall provide temporary 2-, 4-, 6- and 8-cubic yard Detachable Containers  
7 and all available Drop-box Container sizes to Customers on an on-call basis. The charges  
8 for temporary Detachable Container service listed in Attachment A shall include collection  
9 and disposal. Delivery charges shall be itemized and charged separately. Rental charges  
10 for temporary containers shall be charged in addition to the basic temporary container  
11 fee, at the rates listed in Attachment A. The Contractor shall directly bill and receive  
12 payments from Customers for temporary Detachable Container and Drop-box service.

### 13 **2.2.9 Annual City Centralized Cleanup**

14 The Contractor shall provide one (1) Annual City Centralized Cleanup program. City of  
15 Monroe residents are allowed to deliver up to one (1) non-commercial vehicle load per  
16 household of Bulky Waste, scrap metal (excluding appliances containing refrigerants),  
17 clean scrap wood, and Garbage. Participation will be limited to City residents, and  
18 participants will be asked to provide a government-issued ID as proof of City residency.  
19 The event shall occur on a mutually agreeable Saturday and be no more than four (4)  
20 hours in duration. The Contractor shall bear up to \$30,000 in expenses for Contractor's  
21 staff and disposal expenses. The Contractor shall retain all material sales revenues from  
22 the event.

23 If the Contractor's staffing and disposal costs exceed \$30,000, then the City and the  
24 Contractor will discuss either limiting the scope of the event or increasing the Contractor's  
25 compensation for subsequent events.

26 Contractor shall provide a reusable two-sided vinyl banner suitable for display across  
27 Main Street advertising the event at no additional charge to the City at least 45 day prior  
28 to the first event, for the City's discretionary use at every subsequent Annual City  
29 Centralized Cleanup. The banner shall include reusable numbers, as the date for the  
30 event changes year to year.

### 31 **2.2.10 City Services**

32 The Contractor shall provide weekly Garbage and Recyclables collection with the same  
33 collection frequency as provided to Residential Customers to the following City-owned  
34 municipal facilities as a part of this Agreement and at no additional charge:

<b>FACILITY</b>
City Hall/Police Station
Wastewater Treatment Plant
Public Works/Parks Building
Downtown Litter Receptacles (no more than 20)

1 The City may add facilities and parks in addition to those listed above, provided that no  
 2 more than one additional facility or park may be added per year without additional  
 3 compensation to the Contractor.

4 In cases in which Garbage and Recyclables are generated through the performance by  
 5 third parties of services for the City outside of the normal operation of a municipal facility,  
 6 Contractor may charge for the collection of such materials in accordance with charges  
 7 listed in Attachment A. For example, the City would pay Contractor for the disposal of  
 8 debris generated by the replacement of the roof of a City facility. Regular Garbage and  
 9 Recyclables generated on an ongoing basis at all City facilities in the ordinary course of  
 10 their operations otherwise will be collected by the Contractor without charge to the City.

11 **2.3 Management**

12 **2.3.1 Responsibility of Participants**

13 **2.3.1.1 Contractor's Responsibilities**

14 The provisions of this Section 2.3.1.1 are intended to summarize and/or supplement the  
 15 primary responsibilities assumed by Contractor under this Contract. The omission from  
 16 the following list of Contractor responsibilities of any duty, obligation or requirement  
 17 otherwise set forth in this Contract shall not be construed as absolving or otherwise  
 18 limiting Contractor's responsibility therefore.

19 The Contractor shall be responsible for:

- 20 • Answering Customer telephone calls and email requests;
- 21 • Informing Customers of current, new, and optional services and charges;
- 22 • Handling Customer subscriptions and cancellations;
- 23 • Receiving and resolving Customer complaints;
- 24 • Dispatching Drop-box Containers, temporary containers, and special collections;
- 25 • Billing;
- 26 • Maintaining and updating regularly as necessary a user-friendly internet website;
- 27 • Assisting City staff with promotion and outreach to Residential and Commercial  
 28 Customers, and special events;

- 1 • Serving as an ombudsperson, providing quick resolution of Customer issues,  
2 complaints, and inquiries;
- 3 • Assisting the city with program development and design, research, response to  
4 inquiries, and troubleshooting issues;
- 5 • Collecting Garbage in the City Service Area and transporting and delivering the  
6 Garbage to the Snohomish County Disposal System.
- 7 • Collecting construction/demolition waste in the City Service Area and delivering  
8 the waste to fully permitted recycling, disposal or transfer sites in compliance with  
9 Snohomish County's Comprehensive Solid Waste Management Plan.
- 10 • Collecting, processing and marketing Recyclables and Yard Debris collected by  
11 the Contractor in the City Service Area.
- 12 • Providing cart and container assembly, maintenance, stickering/labeling and re-  
13 stickering/labeling and delivery services listed or required in this Contract.
- 14 • Procuring all equipment and bearing all start-up, operating and maintenance costs  
15 for collection and processing or disposal of Garbage, Recyclables and Yard  
16 Debris, including proper safety equipment and insurance for vehicles and workers.
- 17 • Providing and supervising all labor to accomplish the scope of services required  
18 under this Contract, including labor to collect materials, maintain equipment and  
19 provide Customer service functions.
- 20 • Operating a maintenance facility to house and service collection equipment and  
21 acquiring all necessary land use, building, operating, and business permits and  
22 licenses.
- 23 • Submitting all informational materials for public release to the City for review and  
24 approval prior to release.
- 25 • Complying with all applicable laws, regulations, ordinances and policies.
- 26 • Meeting all non-discrimination and OSHA/WISHA standards, and all  
27 environmental standards and regulations.
- 28 • Providing a safe working environment and comprehensive liability insurance  
29 coverage as set forth in Section 6.5, and providing proof of this insurance to the  
30 City annually.
- 31 • Providing a valid Contractor's performance and payment bond in accordance with  
32 Section 6.6, and providing proof of this bond to the City annually.
- 33 • Securing the prior written approval of the City and Surety before assigning or  
34 pledging money, or assigning, subcontracting or delegating duties.
- 35 • Providing route maps to the City indicating the day of week for each service.
- 36 • Submitting collection day changes to the City for review and approval prior to  
37 notice being provided to Customers and the change taking place.

- 1 • Submitting prompt notices to the media regarding modifications to the collection  
2 schedule due to inclement weather.
- 3 • Maintaining containers, vehicles and facilities in a clean, properly labeled and  
4 sanitary condition.
- 5 • Meeting all City reporting, inspection and review requirements.
- 6 • Providing operating and safety training for all personnel, including spill response  
7 training for all drivers.
- 8 • Notifying the City of intended material changes in management affecting  
9 Contractor's operations under this Contract not less than sixty (60) days prior to  
10 the date of change. New management shall also attend an introductory meeting  
11 scheduled by the City during the sixty (60) day notification period. Exception shall  
12 be made for termination for cause or voluntary termination in which case  
13 Contractor shall notify the City as soon as is possible.
- 14 • Creating and maintaining a website and mobile app.

#### 15 2.3.1.2 City's Responsibilities

16 The City shall be responsible for:

- 17 • Overall project administration and final approval of Contractor services and  
18 activities.
- 19 • Reviewing and approving adjustments to rates, charges and fees for solid waste  
20 collection services under this Contract, including without limitation adjustments  
21 due to changes in County disposal fees or price indices.
- 22 • Monitoring and evaluating collection operations with the cooperation and  
23 assistance of the Contractor.
- 24 • Providing outreach materials and programs, and assistance with distribution and  
25 outreach as required in this Contract.
- 26 • Reviewing and approving all assignment, pledging, subcontracting or delegation  
27 of money or duties.
- 28 • Reviewing and approving collection days and route changes.
- 29 • Reviewing and approving holiday schedule changes.
- 30 • Reviewing and approving all written or other informational materials used by the  
31 Contractor.
- 32 • Conducting performance reviews of the Contractor with the Contractor's  
33 cooperation and assistance.
- 34 • Holding periodic operations meetings with the Contractor, as necessary.
- 35 • To the extent permissible under State law and local ordinance, reasonably  
36 assisting Contractor with application of lien or other means to help the Contractor  
37 to recoup delinquent Customer solid waste collection accounts. Provided, that  
38 nothing herein shall be construed as requiring the City to take any particular

1 enforcement action.

2  
3 **2.3.2 Reporting**

4 The Contractor shall provide monthly and ad hoc reports to the City. In addition, the  
5 Contractor shall allow City staff access to pertinent operations information related to  
6 compliance with the obligations of the Contract such as disposal facility certified weight  
7 slips and vehicle maintenance logs.

8 **2.3.2.1 Monthly Reports**

9 On a monthly basis, by the last day of each month, the Contractor shall provide a report  
10 containing information for the previous month. Reports shall be submitted in electronic  
11 Microsoft Excel compatible format and shall include:

12 A compilation of program participation statistics including: the number of garbage  
13 collection Customers by sector and service level, a summary of multi-family and  
14 commercial participation in recycling programs, set-out statistics for residential  
15 Garbage, Yard Debris and Recyclables collection services and number of bulky  
16 item collections;

17 A compilation of total monthly and year-to-date summaries of Garbage,  
18 Recyclables and Yard Debris quantities by collection sector;

19 A description of any vehicle accidents or infractions;

20 **2.3.2.2 Ad Hoc Reports**

21 The City may request from the Contractor up to three (3) ad-hoc reports each year, at no  
22 additional cost to the City. Reports shall be provided in the City-defined format and  
23 software compatibility, if possible. Contractor shall not be obligated without a written  
24 arrangement with the City for additional appropriate compensation to expend more than  
25 one hundred (100) staff hours per year to complete ad-hoc reports provided for by this  
26 section.

27 **2.3.3 Promotion and Education**

28 The Contractor shall have primary responsibility for developing, designing and executing  
29 overall public promotion, education and outreach programs, with the assistance and  
30 cooperation of the City.

31 **2.3.4 Field Monitoring**

32 The City may periodically monitor collection system parameters such as participation,  
33 container condition, contents weights, waste composition and Customer satisfaction. The  
34 Contractor shall assist the City by coordinating the Contractor's operations with the City's  
35 field monitoring to minimize inconvenience to Customers, the City and the Contractor.

36 **2.3.5 Transition to Next Contractor**

37 The Contractor shall be expected to work with the City and the successive contractor in  
38 good faith to ensure a minimum of Customer disruption during the transition period.  
39 Container removal and replacement shall be coordinated between the Contractor and a

1 successive contractor to occur simultaneously in order to minimize Customer  
2 inconvenience.

3 The Contractor shall provide a detailed Customer list, including Customer name, service  
4 address, mailing address, and collection and container rental service levels to the  
5 successive contractor within thirty (30) days request of the City.

6 **3. COMPENSATION**

7 **3.1 Compensation to the City**

8 The rates charged in Attachment A and as may be modified in accordance with Sections  
9 3.2 and 3.3 of this Contract include a six percent (6%) Administrative Fee imposed by the  
10 City, and the Contractor shall remit the City quarterly for the amount collected. Interest  
11 on any delinquent or unpaid Administrative Fee amount shall accrue at the rate of 12  
12 percent per annum or the highest legally permissible rate, whichever is greater.

13 **3.1.1 Review and Negotiation Fee**

14 Within 10 days of the parties' mutual execution of this Contract, Contractor shall remit to  
15 the City a one-time fee in the amount of \$5,000 to defray the City's legal and  
16 administrative costs incurred in the review, revision, negotiation and processing of this  
17 Contract.

18 **3.2 Rate Modification**

19 Annual modification of the Contractor's collection service charges will be based on  
20 changes in the CPI Index (Water and Sewer and Trash Collection expenditure category  
21 (1997 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics.

22 The CPI, for the contract year beginning in January 1, 2018, and for each subsequent  
23 contract year, will be calculated by taking the percentage difference between the CPI  
24 value for the immediately preceding month of July and the corresponding CPI value for  
25 July of the prior year, and adding the result to 1.0. The resulting amount shall be termed  
26 the "adjustment factor."

27 Adjustments to the Contractor's collection service charge shall be made in units of one  
28 cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making  
29 adjustments.

30 The Contractor shall submit to the City for review and approval a rate adjustment  
31 statement, calculating the new rates for the next year in which a CPI adjustment is  
32 scheduled, on or by September 1st of each year, starting September 1<sup>st</sup>, 2017. The City  
33 shall have thirty (30) days to approve or disapprove the new rates; provided, however,  
34 that the City may not disapprove a CPI increase unless the Rate Adjustment Statement  
35 contains errors of calculations. On City approval, the new rates shall take effect on  
36 January 1st of the next year, and Customers shall be notified in accordance with RCW  
37 35A.21.152 by November 15th, forty-five (45) days prior to the new rate. Should  
38 Customers not receive notification by November 15th, due to missed deadlines by the  
39 Contractor or rate disapproval by the City, implementation of the new rates shall be  
40 delayed by one month without opportunity for recovery of lost revenue. In no event shall  
41 new rates under this Contract be effective before a minimum of 45 days' notice has been  
42 provided to Customers.

1 Both Parties agree to enter into good-faith discussions sometime after the six-month  
2 anniversary of this Contract regarding change-in-recycling costs and compensation to the  
3 Contractor. The City shall consider in good faith the Contractor's request for the  
4 aforementioned costs and compensation.

5 The County disposal fee as it exists on the date of execution or as thereafter modified  
6 shall be itemized separately on Customer invoices with charges for Drop-box Container  
7 service. The Contractor shall charge Drop-box Customers the actual disposal cost plus  
8 ten percent (10%) to reflect the Contractor's costs and margin related to handling the  
9 pass-through disposal component.

### 10 **3.2.1 Disposal Fee and Yard Waste Processing Fee Adjustments**

11 Periodic adjustments may be made to Contractor collection rates as necessary to directly  
12 reflect increases or decreases in disposal fees for solid waste and yard waste processing  
13 fees. These changes shall be made automatically upon approval by the City and  
14 Contractor's provision of 45 days' notice to Customers in accordance with RCW  
15 35A.21.152. The Contractor shall notify the City of any changes to the solid waste and/or  
16 yard waste processing fees within 5 (five) business days of notification from the  
17 processors. Should Customers not receive at least forty-five (45) days' notice due to short  
18 notification time to the City by the Contractor, implementation of the new rates shall be  
19 delayed until such notice is provided; in that event, Contractor shall not seek to recover  
20 its additional costs or lost revenue resulting from such delay.

### 21 **3.2.2 Changes in Disposal or Yard Debris Processing Sites**

22 Should the Contractor be required by the City or other governmental authority to use  
23 disposal or Yard Debris processing sites other than those being used at the initiation of  
24 this Contract, the Contractor shall submit a detailed proposal for the adjustment of the  
25 rates to reflect any additional cost or savings to the Contractor. The City and Contractor  
26 agree to negotiate in good faith any changes to the rates to offset these costs or savings.

### 27 **3.2.3 Other Modifications**

28 The Contractor shall not adjust or modify rates due to employee wage increases, the  
29 value of Recyclables, Garbage collection service level shifts, or other changes affecting  
30 the collection system other than provided for under Section 3.3.

### 31 **3.3 Change in Law**

32 Changes in federal, State or local laws or regulations or a continuing force majeure that  
33 result in a detrimental change in circumstances or a material hardship for the Contractor  
34 in performing this Contract may be the subject of a request by the Contractor for a rate  
35 adjustment, subject to review and approval by the City, at the City's reasonable discretion.  
36 If the City requires review of financial or other proprietary information in conducting its  
37 rate review, at the request of the Contractor, the City may retain a third-party to review  
38 such information at the Contractor's expense, and may take any other steps it deems  
39 appropriate to protect the confidential nature of Contractor's documents and preserve the  
40 Contractor's ongoing ability to remain competitive.

41 The City may, from time to time, impose utility or other taxes that shall be assessed and  
42 payable as directed by City ordinance. If new City, County or State taxes are imposed or  
43 the rates of existing taxes are changed after the execution date of this Contract, and the

1 impact of these changes results in increased or decreased Contractor costs, the  
 2 Contractor and City agree that such taxes may, to the extent permissible by law, be  
 3 passed through to the Customer.

4 **4. FAILURE TO PERFORM, REMEDIES, TERMINATION**

5 The City expects high levels of Customer service and collection service provision.  
 6 Performance failures shall be discouraged, to the extent possible, through liquidated  
 7 damages for certain infractions and through Contract default for more serious lapses in  
 8 service provision. Section 4.1 details infractions subject to liquidated damages and  
 9 Section 4.2 details default provisions and procedures.

10 **4.1 Liquidated Damages**

11 The Contractor may be subject to liquidated damages for the following acts or omissions  
 12 if documented in an incident report presented by the City to the Contractor. The City  
 13 reserves the right to make periodic, unscheduled inspection visits or use other means to  
 14 determine the Contractor's compliance with the Contract. Liquidated damages may  
 15 include, but are not limited to:

Action or Omission	Liquidated Damages
Collection before or after the times specified in Section 2.1.4, except as expressly permitted.	One hundred dollars (\$100) per incident (each truck on each route is a separate incident).
Failure to collect missed materials by the end of the next business day after notification by City or Customer. \$50.00 each incidence business day after notification	Fifty dollars (\$50) per incident to a maximum of five hundred dollars (\$500) per truck per day on Single-family Residence routes and no maximum for Multifamily Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-family Residences (excluding collections prevented by inclement weather).	One hundred and fifty dollars (\$150) per block segment if collection is performed the following day; five hundred dollars (\$500) if not collected by the following day.
Failure to deliver Detachable Containers to new commercial Garbage Customers within seven (7) days.	Fifty dollars (\$50) per container per day.
Failure to deliver carts, Detachable Containers, or Drop-box Containers to Multifamily Complex or Commercial Customers within seven (7) days	Fifty dollars (\$50) per container per day.
Failure to deliver Garbage, Recycling or Yard Debris Carts to Single-family Residences within seven (7) days	Twenty-five dollars (\$25) per container per day.

Action or Omission	Liquidated Damages
Intentional misrepresentation by the Contractor in records or reporting.	Five hundred dollars (\$500) per incident.
Failure to make required reports on time.	Two hundred and fifty dollars (\$250) per incident.
Failure to maintain clean and sanitary containers, vehicles, and facilities.	Fifty dollars (\$50) per incident, up to maximum of one thousand dollars (\$1,000) per inspection.
Landfilling or incineration of uncontaminated loads of Recyclables or Yard Debris without the express written permission of the City.	Five hundred dollars (\$500) per vehicle, per incident, with no maximum.
Failure to industry quality standards for processed recyclables per Section 2.1.12	Five hundred dollars (\$500) per documented incident, up to a maximum of one thousand dollars (\$1,000) per day.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Yard Debris Carts are delivered.	Fifty dollars (\$50) per incident, with no maximum.

1  
2 The parties acknowledge the difficulty in anticipating actual damages to remedy the  
3 damage that would be incurred as a result of the transgressions identified above. The  
4 parties further agree that the liquidated damages listed in this Section represent a  
5 reasonable estimate of the loss likely to result from the remedy for the damage and are  
6 not intended as a penalty.

7 Nothing in this section shall be construed as providing an exclusive list of the acts or  
8 omissions of the Contractor that shall be considered violations or breaches of the  
9 Contract, and the City reserves the right to exercise any and all remedies it may have  
10 with respect to these and other violations and breaches. The liquidated damages  
11 schedule set forth here shall not affect the City's ability to terminate this Contract as  
12 described in Section 4.2.

13 Liquidated damages, if assessed during a given month, shall be invoiced by the City to  
14 the Contractor. Liquidated damages may be levied only if documented in an incident  
15 report presented by the City to the Contractor. The Contractor shall be notified and  
16 provided a copy of an incident report and shall be given 24 hours to respond to the  
17 incident report before liquidated damages are invoiced to the Contractor. The Contractor  
18 shall be required to pay the City the invoiced amount within thirty (30) days of billing.  
19 Failure to pay liquidated damages shall be considered a breach of this Contract.

20 Interest on any delinquent or unpaid liquidated damages under this Section amount shall  
21 accrue at the rate of 12 percent per annum or the highest legally permissible rate,  
22 whichever is greater.

1 Any fine may be appealed by the Contractor to the City Administrator, provided that the  
2 appeal is received by the City no later than 10 days after notification to the Contractor.  
3 The Contractor shall be allowed to present evidence as to why the fine should be lessened  
4 or eliminated. The decision of the City Administrator shall be final.

5 **4.2 Contract Default**

6 The Contractor shall be in default of this Contract if it violates any provision of this  
7 Contract. In addition, the City reserves the right to declare the Contractor to be in default  
8 in the event of any violation, which shall include, but not be limited to, the following:

- 9 • The Contractor fails to commence the collection of Garbage, Recyclables or Yard  
10 Debris, or fails completely to provide any portion of service under the Contract on  
11 January 1, 2017, or for a period of more than five (5) consecutive days at any time  
12 during the term of this Contract.
- 13 • The Contractor fails to obtain and maintain any permit, license or approval required  
14 by the City, Snohomish County, or any federal, State or other regulatory body in  
15 order to collect materials under this Contract.
- 16 • The Contractor's noncompliance creates a material hazard to public health or  
17 safety.
- 18 • The Contractor repeatedly or persistently acts or fails to act in a manner that is  
19 subject to liquidated damages in excess of twenty thousand dollars (\$20,000)  
20 during any consecutive twelve (12) month period.
- 21 • Failure to maintain, in good standing, surety and insurance required by this  
22 Contract.

23 The City reserves the right to pursue any remedy available at law for any default by the  
24 Contractor. In the event of default, after providing the Contractor with written notice of the  
25 default and a reasonable time to cure such default, the City shall give the Contractor ten  
26 (10) days prior written notice of its intent to exercise its rights, stating the reasons for such  
27 action. However, if an emergency shall arise that does not allow ten (10) days prior written  
28 notice, the City shall immediately notify the Contractor of its intent to exercise its rights  
29 immediately. If the Contractor cures the stated reason within the stated period, or initiates  
30 efforts satisfactory to the City to remedy the stated reason and the efforts continue in  
31 good faith, the City may opt to not exercise its rights for the particular incident. If the  
32 Contractor fails to cure the stated reason within the stated period, or does not undertake  
33 efforts satisfactory to the City to remedy the stated reason, then the City may at its option  
34 terminate this Contract effective within 10 days notwithstanding the provisions of Section  
35 1.

36 Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the  
37 services provided under this Contract. The Surety may, at its option, within ten (10) days  
38 from such written notice, assume the services provided under this Contract that the City  
39 has ordered discontinued and proceed to perform same, at its sole cost and expense, in  
40 compliance with the terms and conditions of the Contract, and all documents incorporated  
41 herein. Pending consideration by the Surety of said option to assume the services  
42 provided under this Contract, the City may, in its sole discretion and without prejudice to

1 any other remedy, penalty, and/or option, employ such work force as it may deem  
2 advisable to continue the services provided under this Contract. The cost of all labor and  
3 materials necessary for such services provided under this Contract shall be paid by the  
4 Contractor in full.

5 If the Surety fails to exercise its option within the ten (10) day period, the City may  
6 complete the services provided under this Contract or any part thereof, either through its  
7 own work force or by contract, and may procure any vehicles, equipment and facilities  
8 necessary for the completion of the same, and to charge the same to the Contractor  
9 and/or Surety, together with all reasonable costs incidental thereto.

10 The City shall be entitled to recover from the Contractor and its Surety as damages all  
11 expenses incurred, including reasonable attorney's fees, together with all such additional  
12 sums as may be necessary to complete the services provided under this Contract,  
13 together with any further damages sustained or to be sustained by the City.

14 If City employees provide Garbage, Yard Debris and/or Recyclables collection, the actual  
15 incremental costs of City labor, overhead and administration shall serve as the basis for  
16 a charge to the Contractor.

17 The remedies specified in this section shall be in addition to all other remedies available  
18 to the City pursuant to this Contract or at law or in equity.

## 19 **5. NOTICES**

20 All notices required by the Contract shall be personally served or mailed, addressed as  
21 follows:

To City:

City Administrator  
City of Monroe  
806 W Main St  
Monroe WA 98272

To Contractor:

General Manager  
Republic Services of Lynnwood  
1600 127<sup>th</sup> Ave NE  
Bellevue WA 98005

With a copy to:

Republic Services, Inc  
Attention: General Counsel  
18500 N Allied Way #100  
Phoenix AZ 85054

## 22 **6. GENERAL TERMS**

### 23 **6.1 Collection Right**

24 The Contractor shall be the exclusive provider with which the City shall contract to collect  
25 Garbage, Residential Yard Debris/Foodwaste and Recyclables and non-Source-  
26 Separated construction/demolition materials within the City Service Area. To the extent  
27 permissible by law, the City by appropriate regulation shall preclude any collection by  
28 others within the City Service Area of materials as to which the Contractor is granted  
29 exclusive collection rights under this Contract. Provided, however, that the City shall not  
30 be obligated in any manner to join or instigate litigation to protect the exclusive collection  
31 rights of the Contractor.

1 This contract provision will not apply to Garbage, Recyclables or Yard Debris/Foodwaste  
2 self-hauled by the generator; to Source-Separated recyclables hauled by common or  
3 private carriers from commercial premises or drop-off recycling sites; to  
4 construction/demolition waste hauled by self-haulers or construction and demolition  
5 contractors providing their own trucking service; or to Yard Debris generated and hauled  
6 by private landscaping services.

7 The Contractor shall retain responsibility for Garbage, Recyclables,  
8 construction/demolition materials and Yard Debris/Foodwaste once these materials are  
9 placed in Contractor-owned containers. The Contractor shall retain revenues gained from  
10 the sale of Recyclables, construction/demolition materials or Yard/Foodwaste Debris.  
11 Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition  
12 materials or Yard Debris/Foodwaste shall be the financial responsibility of the Contractor.

13 The City shall work with the Contractor, other haulers and processors, and other regional  
14 governments to develop a reasonable definition of what constitutes legitimate  
15 construction/demolition recycling for the purposes of interpreting collection authorities.  
16 Once a reasonable recycling threshold or "test" is developed with Snohomish County, the  
17 City and Contractor shall negotiate and amend this Contract accordingly.

18 **6.2 Access to Records**

19 The Contractor shall maintain in its local office full and complete operations, Customer,  
20 financial and service records that at any reasonable time shall be open for inspection and  
21 copying for any reasonable purpose by the City. In addition, the Contractor shall, during  
22 the Contract term, and at least five (5) years thereafter, maintain reporting records,  
23 service records and billing records pertaining to the Contract that are prepared in  
24 accordance with Generally Accepted Accounting Principles, reflecting the Contractor's  
25 services provided under this Contract. Those Contractor's accounts shall include but shall  
26 not be limited to all records, invoices and payments under the Contract, as adjusted for  
27 additional and deleted services provided under this Contract. The City shall be allowed  
28 access to these records for audit and review purposes, but such access and review shall  
29 be conducted in such a fashion as is reasonably necessary to protect any confidential  
30 financial information or other confidential information of the Contractor from becoming  
31 subject to disclosure by reason of any third-party request for public records.

32 The Contractor shall make available copies of certified weight slips for Garbage,  
33 Recyclables and Yard Debris on request within two (2) business days of the request. The  
34 weight slips may be requested for any period during the term of this Contract.

35 **6.3 Contractor to Make Examinations**

36 The Contractor has made its own examination, investigation and research regarding  
37 proper methods of providing the services required under this Contract, and all conditions  
38 affecting the services to be provided under this Contract, and the labor, equipment and  
39 materials needed thereon, and the quantity of the work to be performed. The Contractor  
40 agrees that it has satisfied itself based on its own investigation and research regarding  
41 all of such conditions, that its conclusion to enter into this Contract was based upon such  
42 investigation and research, and that it shall make no claim against the City because of

1 any of the estimates, statements or interpretations made by any officer or agent of the  
2 City that may be erroneous.

3 With the exception of Force Majeure events or as otherwise provided in this Contract, the  
4 Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to  
5 continue to provide services under this Contract without additional compensation under  
6 whatever circumstances may develop other than as provided herein.

#### 7 **6.4 Reserved**

#### 8 **6.5 Insurance**

9 The Contractor shall procure and maintain, for the duration of the Contract, insurance  
10 against claims for injuries to persons or damage to property that may arise from or in  
11 connection with the performance of the services provided under this Contract hereunder  
12 by the Contractor, its agents, representatives, employees or subcontractors. The cost of  
13 such insurance shall be paid by the Contractor.

##### 14 **6.5.1 Minimum Scope of Insurance**

15 Contractor shall obtain insurance that meets or exceeds the following of the types  
16 described below:

17 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles.  
18 Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a  
19 substitute form providing equivalent liability coverage. If necessary, the policy shall be  
20 endorsed to provide contractual liability coverage. The City shall be shown as an  
21 additional insured under the Contractor's Automobile Liability insurance policy with  
22 respect to the work performed for the City to the extent of Contractor's negligence.

23 Commercial General Liability (CGL) insurance shall be written on ISO occurrence form  
24 CG 00 01 and shall cover liability arising from premises, operations, independent  
25 contractors, products-completed operations, personal injury and advertising injury, and  
26 liability assumed under an insured contract. The CGL policy will include a "per project"  
27 aggregate endorsement. There shall be no endorsement or modification of the  
28 Commercial General Liability insurance for liability arising from explosion, collapse or  
29 underground property damage. The City shall be shown as an additional insured under  
30 the Contractor's Commercial General Liability insurance policy with respect to the work  
31 performed for the City, using ISO additional insured endorsements CG 20 10 07 04 and  
32 CG 20 37 07 04.

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

##### 35 **6.5.2 Minimum Amounts of Insurance**

36 Contractor shall maintain the following insurance limits:

37 Automobile Liability insurance with a minimum combined single limit for bodily injury and  
38 property damage of \$3,000,000 per accident.

39 Commercial General Liability insurance shall be written with limits no less than  
40 \$3,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-  
41 completed operations aggregate limit.

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

3 Any deductibles or self-insured retentions must be declared to and approved by the City.  
4 In the event the deductibles or self-insured retentions are not acceptable to the City, the  
5 City reserves the right to negotiate with Contractor for changes in coverage deductibles  
6 or self-insured retentions; or alternatively, require Contractor to provide evidence of other  
7 security guaranteeing payment of losses and related investigations, claim administration  
8 and defense expenses.

9 **6.5.3 Other Insurance Provisions**

10 The insurance policies are to contain, or be endorsed to contain, the following provisions  
11 for Automobile Liability, Commercial General Liability and Contactor's Pollution Liability  
12 coverage:

13 The Contractor's insurance coverage shall be the primary insurance with respect to the  
14 City, its officials, employees and volunteers to the extent of the Contractor's negligence.  
15 Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall  
16 be in excess of the Contractor's insurance and shall not contribute with it.

17 Coverage shall state that the Contractor's insurance shall apply separately to each  
18 insured against whom claim is made or suit is brought, except with respect to the limits of  
19 the insurer's liability.

20 The Contractor's insurance shall be endorsed to state that coverage shall not be  
21 cancelled except after thirty (30) days prior written notice has been given to the City.

22 Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-  
23 Broadened Coverage for Covered Autos Endorsement CA 99 48 shall be provided, and  
24 the Motor Carrier Act Endorsement (MCS 90) shall be attached.

25 **6.5.4 Acceptability of Insurers**

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

28 **6.5.5 Verification of Coverage**

29 Contractor shall furnish the City with original certificates including, but not necessarily  
30 limited to, the additional insured endorsement, evidencing the insurance requirements of  
31 the Contractor before the Commencement Date.

32 **6.5.6 Subcontractors**

33 All coverages for subcontractors shall be subject to all of the same insurance  
34 requirements as stated herein for the Contractor.

35 **6.5.7 No Limitation**

36 Contractor's maintenance of insurance as provided by this Section shall not be construed  
37 to limit the liability of Contractor to the coverage provided by such insurance, or otherwise  
38 limit the City's recourse to any remedy available at law or equity.

1 **6.6 Performance Bond**

2 The Contractor shall provide and maintain at all times a valid Contractor's Performance  
3 and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and  
4 approved in writing by the City in the initial amount of \$260,000.00, adjusted annually in  
5 accordance with Section 3.2. The bond, letter of credit or other similar instrument shall be  
6 issued for a period of not less than one year, and the Contractor shall provide a new bond,  
7 letter of credit or similar instrument, and evidence satisfactory to the City of its  
8 renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter  
9 of credit or other similar instrument then in effect. The City shall have the right to call the  
10 bond, letter of credit or other similar instrument in full in the event its renewal is not  
11 confirmed prior to five (5) calendar days before its expiration.

12 **6.7 Indemnification**

13 Contractor shall fully indemnify, protect, hold harmless and defend the City, its elected  
14 officials, officers, employees, volunteers, agents and representatives, from and against  
15 any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any  
16 nature whatsoever, including costs and attorney's fees in defense thereof, or injuries,  
17 sickness or death to persons, or damage to property, which is caused by or arises out of  
18 Contractor's exercise of duties, rights and privileges granted by this Contract, or  
19 Contractor's operations, provided, however, that Contractor's obligation to indemnify,  
20 defend and hold harmless for injuries, sickness, death or damage caused by or resulting  
21 from concurrent willful or negligent acts or actions of Contractor and the City shall apply  
22 only to the extent of Contractor's negligence or wrongful act or omission.

23 With respect to the obligations to hold harmless, indemnify and defend provided for  
24 herein, as they relate to claims against the City, its elected officials, officers, employees,  
25 volunteers, agents and representatives, the Contractor agrees to waive the Contractor's  
26 immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death  
27 suffered by the Contractor's employees that is caused by or arises out of the Contractor's  
28 negligent exercise of rights or privileges granted by the Contract. This waiver is mutually  
29 agreed to by the parties.

30 The provisions of this Section 6.7 shall survive the expiration or termination of this  
31 Contract with respect to acts and omissions occurring during the Contract term.

32 **6.8 Confidentiality of Information**

33 Contractor expressly acknowledges that the City is a local agency as defined by Chapter  
34 42.56 RCW, and is subject to the public records disclosure provisions codified in that  
35 chapter. Contractor further expressly acknowledges that any document (including but not  
36 limited to written, printed, graphic, electronic, photographic or voice mail materials and/or  
37 transcriptions, recordings or reproductions thereof) submitted in performance of this  
38 Contract may become a public record upon submission to the City, subject to mandatory  
39 disclosure upon request by any person, unless the documents are exempted from public  
40 disclosure by a specific provision of law.

41 Notwithstanding any other provision of this Contract, the City shall incur no liability  
42 whatsoever with respect to the public disclosure of any writing constituting a public record  
43 as defined by Chapter 42.56 RCW. Contractor expressly waives any and all claims

1 and/or causes of action against the City arising in any manner from the City's release of  
2 any such public records.

3 Contractor shall cooperate fully with any request for public records received by the City,  
4 and shall furnish to the City all non-exempt records responsive to any such request within  
5 five business days of notification by the City. If the City incurs penalties pursuant to  
6 Chapter 42.56 RCW, including without limitation any award of attorneys' fees, as a result  
7 of Contractor's breach of this Section, the Contractor shall fully indemnify the City  
8 therefore.

9 If the City receives a request for inspection or copying of any documents containing  
10 internal Contractor financial data, it shall reasonably endeavor to provide Contractor with  
11 written notice to afford Contractor an opportunity to seek a court order prohibiting or  
12 conditioning the release of such documents. Provided, that the City's inadvertent failure  
13 to provide such notice shall not be grounds for any liability.

14 **6.9 Assignment of Contract**

15 **6.9.1 Assignment or Pledge of Moneys by the Contractor**

16 The Contractor shall not assign or pledge any of the moneys due under this Contract  
17 without securing the written approval of the Surety on the performance bond and  
18 providing at least thirty (30) calendar days prior notice to the City of such assignment or  
19 pledge together with a copy of the Surety's approval thereof. Such assignment or pledge,  
20 however, shall not release the Contractor or its sureties from any obligations or liabilities  
21 arising under or because of this Contract.

22 **6.9.2 Assignment, Subcontracting, Delegation of Duties**

23 The Contractor shall not assign or sub-contract any of the work or delegate any of its  
24 duties under this Contract without the prior written approval of the City which shall not be  
25 unreasonably withheld. The City's approval shall not be required for subcontracting or  
26 assignment to any company that is affiliated to Contractor or its parent company. In any  
27 case the Contractor shall notify in writing to the City of the assignment or subcontractor  
28 arrangement.

29 When requested, approval by the City of a subcontract or assignment shall not be  
30 unreasonably withheld. In the event of sub-contracting or delegation of duties, the  
31 Contractor shall remain responsible for the full and faithful performance of this Contract  
32 and the subcontractor, or other obligor shall also become responsible to the City for the  
33 satisfactory performance of the work assumed. The City may condition approval upon the  
34 delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully  
35 and faithfully complete the work or responsibility undertaken.

36 In addition, the assignee, subcontractor or obligor shall sign a separate statement  
37 agreeing to abide by all terms and conditions of this Contract. The City may preclude the  
38 assignment or subcontract if the assignee, subcontractor or obligor does not comply with  
39 this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one  
40 (1) year evaluation period during which the City may terminate this Contract on the basis  
41 of any material breaches of the terms binding the Contractor.

1 Contractor shall pay the City's reasonable costs and expenses, including attorney's fees,  
2 incurred in reviewing any request by Contractor to assign, subcontract, or delegate its  
3 duties hereunder.

#### 4 **6.10 Laws to Govern/Venue; Attorneys' Fees.**

5 This Contract shall be governed by the laws of the State of Washington both as to  
6 interpretation and performance. Venue shall be in Superior Court in the State of  
7 Washington for Snohomish County. The substantially prevailing party in any litigation  
8 arising out of this Contract shall be entitled to an award of its reasonable attorneys' fees.

#### 9 **6.11 Compliance With Law**

10 The Contractor, its officers, employees, agents and subcontractors shall comply fully with  
11 all applicable federal, state, county, regional or local laws, statutes, rules, regulations or  
12 ordinances, including without limitation those of agencies having jurisdiction over the  
13 project, in performing its obligations under the Contract. Such compliance shall include  
14 abiding by all applicable federal, state and local policies, including without limitations the  
15 Americans with Disabilities Act, the Architectural Barriers Act, and Washington State Law  
16 against discrimination to ensure equal employment opportunity and non-discrimination.  
17 The Contractor shall comply with all applicable laws pertaining to employment practices,  
18 employee treatment and public contracts.

19 Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the  
20 Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and  
21 regulations issued under these Acts from time-to-time must be complied with, including  
22 ergonomic and repetitive motion requirements. The Contractor must indemnify and hold  
23 harmless the City of Monroe from all damages assessed for the Contractor's failure to  
24 comply with the Acts and Standards issued therein. The Contractor is also responsible  
25 for meeting all pertinent local, state and federal health and environmental regulations and  
26 standards applying to the operation of the collection and processing systems used in the  
27 performance of this Contract.

28 Without limitation of the above, the Contractor shall observe all weight-related laws and  
29 regulations in the performance of these services, including axle bridging and loading  
30 requirements.

#### 31 **6.12 Non-Discrimination**

32 The Contractor will not discriminate against any employee or applicant for employment  
33 because of age, race, religion, creed, color, sex, marital status, sexual orientation, political  
34 ideology, ancestry, national origin, or the presence of any sensory, mental or physical  
35 handicap, unless based upon a bona fide occupational qualification. The Contractor will  
36 take affirmative action to ensure that applicants are employed, and that employees are  
37 treated during employment, without regard to their creed, religion, race, color, sex, sexual  
38 orientation, national origin, or the presence of any sensory, mental or physical handicap.  
39 Such action shall include, but not be limited to the following: employment upgrading;  
40 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of  
41 pay or other forms of compensation; and, selection for training, including apprenticeship.  
42 The Contractor agrees to post in conspicuous places, available to employees and

1 applicants for employment any required notices setting forth the provisions of this non-  
2 discrimination clause.

3 **6.13 Permits and Licenses**

4 The Contractor and subcontractors shall pay fees and taxes levied by the City. The  
5 Contractor shall obtain and maintain all permits and licenses necessary to provide the  
6 services herein at its sole expense.

7 The Contractor shall be solely responsible for all taxes, fees and charges incurred,  
8 including, but not limited to, license fees and all federal, state, regional, county and local  
9 taxes and fees, including income taxes, property taxes, permit fees, operating fees,  
10 surcharges of any kind that apply to any and all persons, facilities, property, income,  
11 equipment, materials, supplies or activities related to the Contractor's activities under the  
12 Contract, business and occupation taxes, workers' compensation and unemployment  
13 benefits.

14 **6.14 Relationship of Parties**

15 The City and Contractor intend that an independent City/Contractor relationship shall be  
16 created by this Contract. The implementation of services shall lie solely with the  
17 Contractor. No agent, employee, servant or representative of the Contractor shall be  
18 deemed to be an employee, agent, servant or representative of the City, and no agent,  
19 employee, servant or representative of the City shall be deemed to be an employee,  
20 agent, servant or representative of the Contractor.

21 **6.15 Bankruptcy**

22 It is agreed that if an order for relief is entered with respect to Contractor in any voluntarily  
23 or involuntarily case under the United States Bankruptcy Code (Title 11 of the United  
24 States Code), then this Contract, at the option of the City, may be terminated effective on  
25 the day and at the time of entry of such order for relief.

26 **6.16 Right to Renegotiate/Amendment**

27 The City and/or the Contractor shall retain the right to renegotiate this Contract or  
28 negotiate contract amendments based on policy changes, state statutory changes or rule  
29 changes in Snohomish County, Washington State or federal regulations regarding issues  
30 that materially modify the terms and conditions of the Contract. The City may also  
31 renegotiate this Contract should any Washington State, Snohomish County or City rate  
32 or fee associated with the Contract be held illegal or any increase thereof be rejected by  
33 voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the  
34 event the City wishes to change disposal locations or add additional services to the  
35 Contract and to provide full disclosure of existing and proposed costs and operational  
36 impacts of any proposed changes. Failure of the parties to reach agreement on any such  
37 matter shall not result in a termination of this Contract or any right to terminate this  
38 Contract in favor of either party.

39 This Contract may be amended, altered or modified only by a written amendment,  
40 alteration or modification, executed by authorized representatives of the City and the  
41 Contractor.

1 **6.17 Force Majeure**

2 Provided that the requirements of this section are met, Contractor shall not be deemed to  
3 be in default and shall not be liable for failure to perform under this Contract if Contractor's  
4 performance is prevented or delayed by acts of terrorism, acts of God including  
5 landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil  
6 disturbances, acts of the public enemy, wars, blockades, public riots, governmental  
7 restraint or other causes, whether of the kind enumerated or otherwise, that are not  
8 reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force  
9 Majeure event, Contractor is unable wholly or partially to meet its obligations under this  
10 Contract, it shall give the City promptly written notice of the Force Majeure event,  
11 describing it in reasonable detail. The Contractor's obligations under this Contract shall  
12 be suspended, but only with respect to the particular component of obligations affected  
13 by the Force Majeure and only for the period during which the Force Majeure exists.

14 In the case of a labor disruption, the following terms and conditions apply:

- 15 (1) Contractor immediately shall inform the City whenever it becomes apparent to the  
16 Contractor that a labor disruption that may affect the Contractor's performance is  
17 imminent.
- 18 (2) During any labor disruption, Contractor shall provide daily reports to the City  
19 regarding the company's progress toward meeting full service requirements.
- 20 (3) Contractor shall develop, provide the City with, and implement a Customer  
21 outreach plan regarding the labor disruption, which shall inform customers as to  
22 what they may expect, and how they may contact Customer Service.
- 23 (4) Contractor shall use all reasonable, practicable means to resume regularly  
24 scheduled service to all Customers within five business days after the beginning  
25 of a labor disruption that affects Contractor's ability to perform, not including the  
26 first day of the labor disruption. Resuming regularly scheduled services within five  
27 business days is presumptively reasonable and practicable.
- 28 (5) Prior to the resumption of regularly scheduled service, the contractor shall collect  
29 Garbage, Recyclables and Yard Debris from Customers with interrupted service  
30 on the next succeeding workday, which shall include Saturdays.
- 31 (6) Contractor shall collect all accumulated solid waste at the Customer's next  
32 regularly scheduled service date after service affected by a labor disruption is  
33 resumed. The Contractor will not charge for extra waste set out in addition to  
34 Customers' normal receptacle(s) in such a case if the amount of extra waste does  
35 not exceed the amount that reasonably would be expected to accumulate due to  
36 any intervening missed service.
- 37 (7) The Contractor is not obligated to extend credit to missed Customers who fail to  
38 receive service during a labor disruption if the Contractor collects the Customers'  
39 accumulated solid waste as required above and if the Contractor did not  
40 unreasonably delay the restoration of service during the five business day grace  
41 period. If the Contractor does not collect all of a Customer's accumulated solid  
42 waste as required above, or if the Contractor unreasonably delays the restoration  
43 of service during the five business day grace period, then Contractor shall give a

1 credit to the Customer, proportionate to the Customer's monthly service charge,  
2 for all missed services and for each subsequent missed service until normal  
3 service is restored.

4 (7) When the labor disruption has been settled, the Contractor promptly shall notify  
5 the City and shall indicate when normal service is anticipated to resume.

#### 6 **6.20 Waiver**

7 No waiver of any right or obligation of either party hereto shall be effective unless in  
8 writing, specifying such waiver, and executed by the party against whom such waiver is  
9 sought to be enforced. A waiver by either party of any of its rights under this Contract on  
10 any occasion shall not be a bar to the exercise of the same right on any subsequent  
11 occasion or of any other right at any time.

#### 12 **6.21 Entirety**

13 This Contract and the attachments attached hereto and incorporated herein by this  
14 reference, specifically Attachments A and B represent the entire agreement of the City  
15 and the Contractor with respect to the services to be provided under this Contract. No  
16 prior written or oral statement or proposal shall alter any term or provision of this Contract.

#### 17 **6.22 Severability**

18 At the discretion of the City, if, for any reason, any part, term or provision of this Contract  
19 is held by a court of the United States to be illegal, void or unenforceable, the validity of  
20 the remaining provisions shall not be affected, and the rights and obligations of the parties  
21 shall be construed and enforced as if the Contract did not contain the particular provision  
22 held to be invalid.

23 If it should appear that any provision hereof is in conflict with any statutory provision of  
24 the State of Washington, said provision, which may conflict therewith, shall be deemed  
25 inoperative and null and void insofar as it may be in conflict therewith, and shall be  
26 deemed modified to conform to such statutory provisions.

27 **6.23 Regulatory Authority Preserved.** Nothing herein shall be construed as waiving,  
28 abridging, or otherwise limiting the City of Monroe's regulatory authority, which the City  
29 hereby expressly reserves in full.

30 **6.24 Remedies Cumulative.** The remedies and rights of the City hereunder shall be  
31 deemed cumulative. Unless expressly stated herein, the City's exercise of any particular  
32 remedy or rights shall not preclude the City's further and additional exercise of any other  
33 applicable remedy or right.

34 **6.25 No Third-Party Beneficiaries.** This Contract is for the exclusive benefit of the  
35 signatory parties hereto, and may only be enforced by said parties. Nothing herein shall  
36 be construed as vesting any right or privilege in or for any other party.

37 **6.26 Current Contract Superseding.** This Contract replaces, terminates and  
38 supersedes the "Comprehensive Garbage, Recyclables and Yard Debris Collection  
39 Contract" dated September 1, 2010 – August 31, 2017 which shall hereinafter have no  
40 force and effect whatsoever except for obligations thereunder which expressly or by  
41 implication are intended to survive termination.

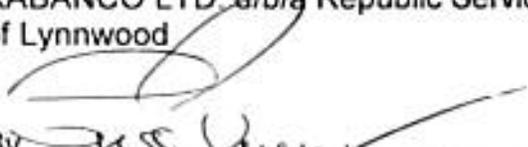
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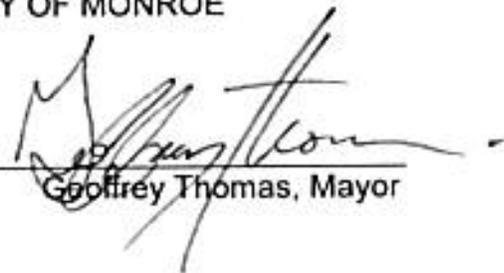
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1 WITNESS THE EXECUTION of this Comprehensive Garbage, Recyclables and Yard  
2 Debris Collection Contract on the day and year first herein above written.

3 RABANCO LTD. d/b/a Republic Services  
4 of Lynnwood

CITY OF MONROE

5  
6  
7 By   
8 Gregg Brummer, Area President

By   
Geoffrey Thomas, Mayor

*Vice President  
11/2/14  
BT 12/6/16*

- 9  
10  
11 **Attachments:**  
12 A: Contractor Rates  
13 B: City Service Area

## ATTACHMENT A – CONTRACTOR'S RATES

### MONROE RATES

#### Residential Service:

Garbage per 20 gal can / cart weekly	\$8.99
Garbage per 32 gal can / cart weekly	\$14.32
Garbage per 64 gal cart weekly	\$23.72
Garbage per 96 gal cart weekly	\$31.34
Garbage 1 32 gal can per month	\$5.85

Senior Garbage per 20 gal can / cart weekly	\$6.31
Senior Garbage per 32 gal can / cart weekly	\$10.02
Senior Garbage per 64 gal cart weekly	\$16.60
Senior Garbage per 96 gal cart weekly	\$21.94
Senior Garbage 1 32 gal can per month	\$4.10

Yard Debris 1 cart weekly	\$7.98
Yard Debris additional cart weekly	\$6.78
Senior Yard Debris 1 tote weekly	\$5.59

Recycling weekly per cart Residential or per unit Multifamily (required)	\$4.37
Senior Recycling weekly per cart (required)	\$3.06

Garbage Distance Drive In Flat	\$4.96
Garbage Extra Bag, Box, or Can	\$5.42
Garbage Overweight Can	\$5.42
Garbage Return Trip Fee	\$12.75
Garbage Yardage	\$17.60

**Commercial Garbage Service:**

Commercial Garbage 1 32 gal can / cart weekly	\$21.48
Commercial Garbage per 64 gal cart weekly	\$29.85
Commercial Garbage per 96 gal cart weekly	\$44.27

1 yard container weekly	\$82.92
1 yard container 2X weekly	\$163.77
1 yard container 3X weekly	\$244.61
1 yard container 4X weekly	\$325.46
1 yard container 5X weekly	\$406.31
1 yard container special pickup	\$24.18
Monthly rental per 1 yard container	\$6.87

1.5 yard container weekly	\$113.54
1.5 yard container 2X weekly	\$224.24
1.5 yard container 3X weekly	\$334.94
1.5 yard container 4X weekly	\$445.64
1.5 yard container 5X weekly	\$556.35
1.5 yard container special pickup	\$30.23
Monthly rental per 1.5 yard container	\$7.66

2 yard container weekly	\$144.33
2 yard container 2X weekly	\$285.05
2 yard container 3X weekly	\$425.77
2 yard container 4X weekly	\$566.50
2 yard container 5X weekly	\$707.22
2 yard container special pickup	\$36.47
Monthly rental per 2 yard container	\$9.23

3 yard container weekly	\$202.31
3 yard container 2X weekly	\$399.56
3 yard container 3X weekly	\$596.81
3 yard container 4X weekly	\$794.07
3 yard container 5X weekly	\$991.32
3 yard container special pickup	\$51.73
Monthly rental per 3 yard container	\$13.07

4 yard container weekly	\$248.84
4 yard container 2X weekly	\$491.46
4 yard container 3X weekly	\$734.08
4 yard container 4X weekly	\$976.70
4 yard container 5X weekly	\$1,219.32
4 yard container special pickup	\$57.40
Monthly rental per 4 yard container	\$14.85

6 yard container weekly	\$324.98
6 yard container 2X weekly	\$641.84
6 yard container 3X weekly	\$958.69
6 yard container 4X weekly	\$1,275.55
6 yard container 5X weekly	\$1,592.40
6 yard container special pickup	\$76.17
Monthly rental per 6 yard container	\$17.25

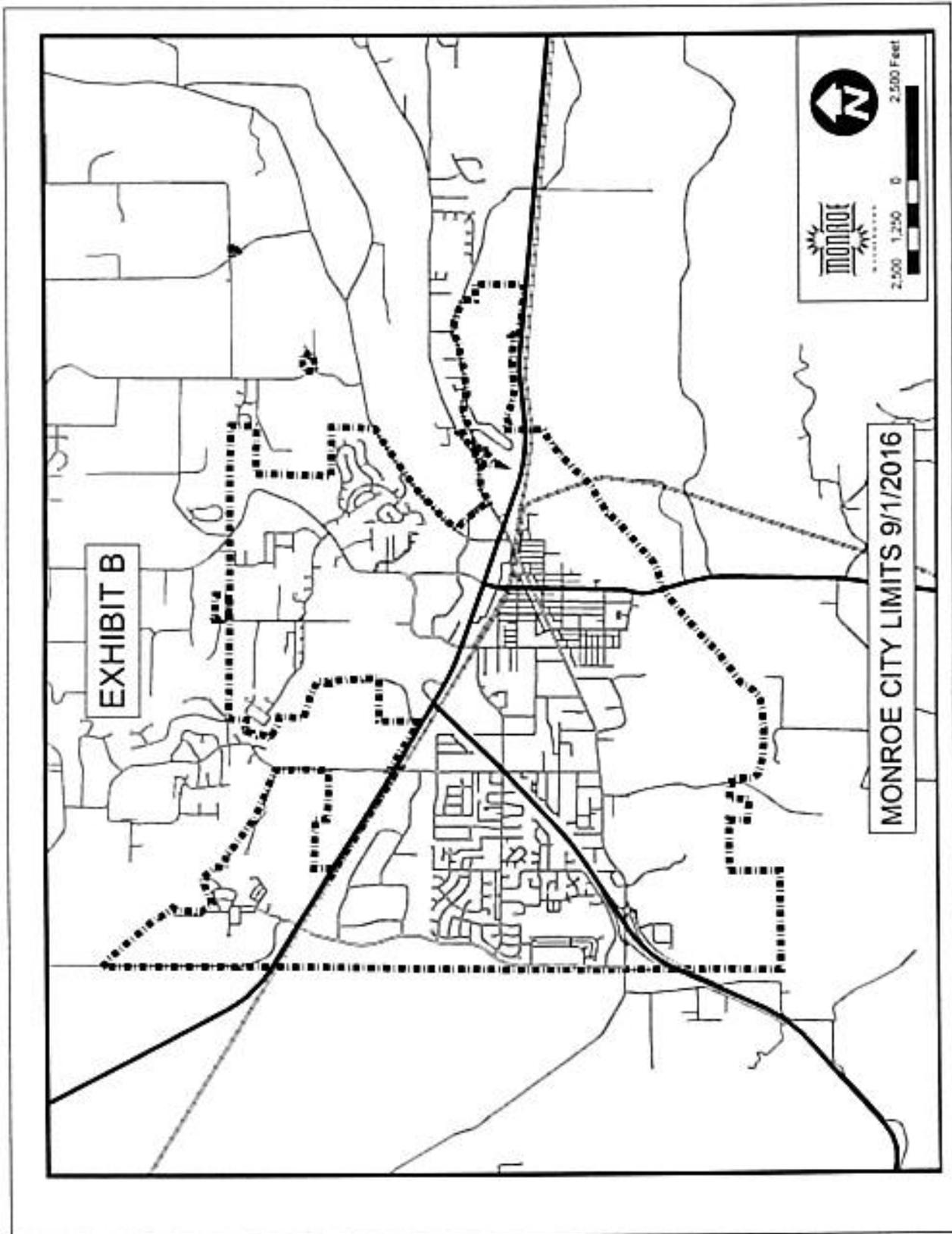
8 yard container weekly	\$414.87
8 yard container 2X weekly	\$819.37
8 yard container 3X weekly	\$1,223.87
8 yard container 4X weekly	\$1,628.36
8 yard container 5X weekly	\$2,032.86
8 yard container special pickup	\$96.07
Monthly rental per 8 yard container	\$20.27

4 yard compactor weekly	\$1,152.64
6 yard compactor weekly	\$1,506.08

10 - 40 yard container haul	\$288.15
Compactor container haul	\$308.15
Monthly rental 30 yard container	\$58.76
Monthly rental 40 yard container	\$69.29

Commercial Garbage extra bag, box, or can	\$4.99
Commercial Garbage extra yard	\$21.26
Commercial Garbage lock	\$16.02
Commercial Garbage return trip charge	\$11.73

**ATTACHMENT B – CITY SERVICE AREA**



City of Monroe  
**Comprehensive Garbage, Recyclables and Yard Debris Collection Contract**

AB16-150  
January 1, 2017  
50



# MONROE CITY COUNCIL

## Agenda Bill No. 20-090

<b>SUBJECT:</b>	<b>Ordinance No. 007/2020, Establishing new 2.06 MMC - Limited commission officers</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
04/28/2020	Community Development	Ben Swanson	Ben Swanson	New Business #2

**Discussion:** 10/02/2018; 11/19/2019; 04/28/20  
**Attachments:** 1. Proposed Ordinance No. 007/2020

**REQUESTED ACTION:** Move to accept first reading of 2.06 MMC - Limited commission officers, Providing for Severability; and Establishing an Effective Date.

### POLICY CONSIDERATIONS

*The Mayor and City Staff recommended revising the existing code and developing policies and recommendations to create an efficient and effective code enforcement process. This includes working with all departments at the City and seeking guidance from other jurisdictions for code enforcement best practices. During this process, staff has also worked with the State Auditor's office to implement Lean principles for developing an effective code enforcement process.*

### DESCRIPTION

The purpose of this amendment is to provide code enforcement officers with the lawful authority to enforce municipal code, including citation authority. The proposed amendment is consistent with the goals developed during the code enforcement Lean process in 2018-2019 and subsequent direction by the City Council. Currently, the Monroe Municipal Code is silent on the appointment of limited commission officers, and the existing limited commission appointments were issued at the discretion of the former Chief of Police. Adoption of the propose code would provide clarity and consistency to future appointments.

### BACKGROUND

During 2018 and 2019 the City's Code Enforcement Group, consisting of staff from Community Development, Police, Fire and Public Works, developed recommended actions to further the City's code enforcement efforts. Included in these recommendations was the need to update all sections of the Monroe Municipal Code pertaining to code enforcement and provide more tools to the code enforcement officer.

Under existing practices, staff conducting code enforcement are limited to warning letters and notice and order of code violations. In the majority of cases warning letters achieve the desired result through education. When voluntary compliance is not reached, staff is required to send a "notice and order of code violation." While notice and orders are an excellent tool for large complexes code violations, they are excessive for smaller violations as they require substantial staff and attorney time to develop and enforce.

This is one step of several to implement the findings from the Lean process. This year staff will bring forward additional amendment to address other process deficiencies in the Municipal Code. This includes amending nuisance and code enforcement municipal codes that are out dated and inconsistent. As an example, we are currently using the 1997 Uniform Code for the Abatement of Dangerous Buildings which was replaced five code cycles ago, in 2006, with the International

Property Maintenance Code (IPMC). The purpose of the IMPC is to provide the Building Official regulatory authority to, among other things, mitigate nuisance properties.

**FISCAL IMPACTS**

N/A

**TIME CONSTRAINTS**

N/A

**ALTERNATIVES**

1. Modify the proposed amendment
2. Deny the proposed amendment

**CITY OF MONROE**  
**ORDINANCE NO. 007/2020**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AMENDING TITLE 2 MMC BY THE ADDITION OF A NEW CHAPTER 2.06 LIMITED COMMISSIONS THERETO; AUTHORIZING THE ISSUANCE OF LIMITED COMMISSIONS TO CERTAIN PERSONNEL OUTSIDE THE POLICE DEPARTMENT; DEFINING THE SCOPE OF AUTHORITY, ENFORCEMENT POWERS AND TERMS OF SUCH LIMITED COMMISSIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, enforcement of the City's codified regulations is a top priority of the City Council, and is a fundamental aspect of protecting the public health, safety and welfare of the Monroe community; and

WHEREAS, the City's code enforcement efforts involve both civil and criminal elements, requiring cooperation and coordination between personnel inside and outside of the Monroe Police Department; and

WHEREAS, the City Council desires to authorize the Police Chief, with the approval of the Mayor, to issue limited commissions to certain personnel outside the Police Department; and

WHEREAS, issuance of such limited commissions will strengthen and enhance the City's code enforcement efforts by enabling personnel outside the City's Police Department to perform certain police functions related to code enforcement;

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

Section 1. Findings. The above recitals and the content of Agenda Bill No. AB20-XXX are hereby adopted as legislative findings in support of the amendments set forth in this ordinance.

Section 2. Amendment of Title 2 MMC—Adoption of New Chapter 2.06. Title 2 of the Monroe Municipal Code is hereby amended by the addition of a new Chapter 2.06 MMC Limited Commissions to provide in its entirety as contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

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.

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: June 23, 2020  
Adoption:  
Published:  
Effective:

CITY OF MONROE, WASHINGTON:

(SEAL)

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Becky Hasart, Acting City Clerk

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

## Exhibit A

### Chapter 2.06 LIMITED COMMISSIONS

#### Sections:

2.06.010 Purpose.

2.06.020 Limited commissions—Appointment and revocation.

2.06.030 Limited commissions—Enforcement authority, powers and benefits.

2.06.040 Limited commissions—Qualifications.

#### **2.06.010 Purpose.**

The purpose of this chapter is to facilitate the effective and efficient enforcement of the city's codified regulations by authorizing the issuance of limited commissions to enable City personnel outside the Monroe police department to perform certain police functions. This chapter shall be reasonably construed in furtherance of such purpose.

#### **2.06.020 Limited commissions—Appointment and revocation.**

A. Appointment. Upon prior written approval of the mayor, the police chief is authorized to commission persons outside the police department with limited commissions for specified law enforcement-related purposes, specifically including, but not limited to, code enforcement pursuant to Chapter 1.04 MMC. Such limited commissions shall be issued to: (i) the city's designated code enforcement officer or his/her designee(s); and (ii) any other city employee in the discretion of the mayor and the police chief.

B. Revocation. The police chief may in writing revoke any limited commission at will, which revocation shall be effective immediately upon issuance. Without prejudice to the foregoing, any and all limited commissions issued pursuant to this chapter shall be deemed automatically revoked when the holder of such commission ceases to be employed by the city.

#### **2.06.030 Limited commissions—Enforcement authority, powers and benefits.**

A. Unless otherwise expressly provided by the police chief or by law, the scope of a limited commission granted to the code enforcement officer or his/her designee(s) shall encompass all ordinances enforceable pursuant to Chapter 1.04 MMC, and shall be coextensive with the enforcement authority set forth in that chapter. The scope of the limited commission granted to any other city employee shall be as defined by the police chief in the limited commission.

B. Unless otherwise expressly provided by the police chief or by law, all persons receiving a limited commission pursuant to this chapter shall have the following enforcement powers when enforcing the MMC:

1. The power to issue, based upon probable cause, citations for misdemeanors and gross misdemeanors for violations of the Monroe Municipal Code within the scope of the authorized limited commission;

2. The power to prepare affidavits in support of search warrants, and to execute search warrants when accompanied by fully commissioned law enforcement officers to investigate criminal violations of the Monroe Municipal Code within the scope of the applicable limited commission, and to gather evidence of those violations; and

3. The power to testify and/present evidence in any judicial or administrative proceeding in relation to the above-reference activities.

C. The enforcement powers of persons receiving a limited commission pursuant to this chapter shall be in addition to all other powers held by such persons under separate authority.

D. Persons with limited commissions shall comply with the same constitutional and statutory restrictions concerning the execution of police powers as imposed upon fully commissioned law enforcement officers.

E. Persons with limited commissions shall not carry weapons unless expressly authorized in writing by the police chief.

F. Persons with limited commissions shall not, by virtue of such commission, be entitled to any specific relief, pension rights and/or other benefits under any plan administered by the city.

#### **2.06.040 Limited commissions—Qualifications.**

A. Oath. Before commencing any duties under the authority of this chapter, persons with limited commissions shall take an oath of office before the judge of the municipal court or other person authorized by law to administer oaths, in substantially the following form:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support the Constitution of the United States of America, and the Constitution and laws of the State of Washington, the ordinances of the city of Monroe and all other local laws, that I will abide by the Monroe police department code of ethics, and that I will faithfully, honestly and impartially perform the duties of a \_\_\_\_\_ for the city of Monroe, according to the best of my ability.

B. Training. The police chief may establish a training course for persons with limited commissions.

C. Card. The police chief shall issue to all persons with limited commissions a numbered limited commission card, specifying the enforcement and citation authority of the officer.



# MONROE CITY COUNCIL

## Agenda Bill No. 20-091

<b>SUBJECT:</b>	<b>Resolution No. 007/2020, Establishing the Community Human Services Advisory Board (CHSAB), formerly known as the Homelessness Policy Advisory Committee (HPAC)</b>
-----------------	---

DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
06/23/2020	Administration	Deborah Knight Rachel Adams	Deborah Knight	New Business Item #3

**Discussion:** 06/23/2020

- Attachments:**
1. Resolution to Establish the Community Human Services Advisory Board (CHSAB) as a standing Committee.
  2. Draft CHSAB membership application, which outlines the CHSAB responsibilities, membership, selection process, and timeline.
  3. HPAC recommendations, which were adopted by Resolution by the Council on February 25, 2020.
  4. Resolution 001/2019 which established the HPAC.
  5. Exhibit A, which outlines the HPAC responsibilities, membership, selection process, and timeline.

**REQUESTED ACTION:** Move to approve Resolution No. 007/2020, establishing the Community Human Services Advisory Board, formerly known as the Homelessness Policy Advisory Committee, as a standing committee.

### POLICY CONSIDERATIONS

*Recommendations of the HPAC were adopted by resolution of the City on February 25, 2020. Approval of Resolution 007/2020, establishing the formerly named HPAC and henceforth referred to as the Community Human Services Committee, as a standing committee, will fulfill one of the recommendations of the HPAC.*

### DESCRIPTION/BACKGROUND

Mayor Thomas desired a forum for the coordination of information among citizens and stakeholders in the City of Monroe to seek solutions to, and assistance for unsheltered persons within the City. The City's proposed strategy included forming a Homelessness Policy Advisory Committee (HPAC) to provide advice and guidance regarding issues related to homelessness to the Mayor and City Council.

The HPAC was an ad hoc advisory body established by Resolution 001/2019 on January 22, 2019. The purpose of the HPAC was to provide a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions to the city's homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community. The committee was charged with providing non-binding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the city's homelessness programs and policies. Mayor Thomas appointed, and the City Council confirmed, ten community members to serve on the committee.

On November 19, 2019, the Mayor and Council reviewed the Homelessness Policy Advisory Committee (HPAC) draft recommendations that were presented at an Open House meeting on

November 14, 2019. The 2020 Adopted Budget includes \$100,000 to facilitate implementation of the HPAC recommendations, which were adopted by Resolution by the City Council on February 25, 2020.

The approved recommendations state that the HPAC should continue as a standing committee. Approval of Resolution 007/2020 will fulfill this recommendation and establish the formerly named HPAC, henceforth referred to as the Community Human Services Advisory Board (CHSAB), as a standing committee.

The CHSAB will be effective June 23, 2020 and will sunset automatically on May 31, 2024 unless extended by the City Council.

The CHSAB consists of 11 voting members representing a cross section of local residents, businesses, faith communities, and services providers.

Members will be appointed by the Mayor and confirmed by the City Council for a maximum of 4 years.

The Board will meet on the third Thursday of the month at 6PM and comply with the Open Public Meetings Act.

Board responsibilities include:

- 1) Provide nonbinding recommendations on how to assist community members: experiencing homelessness, who are at risk of becoming homeless or who are experiencing poverty or are adversely impacted by a crisis;
- 2) As directed, represent the City at established community events;
- 3) As directed, provide nonbinding recommendations for advocating for change at the local, county and state level along with elected City officials;
- 4) Act honestly, in good faith;
- 5) Perform their duties in a manner ensuring that the public trust in the integrity, objectivity, and impartiality of the CHSAB is preserved and enhanced;
- 6) Provide the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions.
- 7) Provide nonbinding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the City's programs and policies;
- 8) Provide a communication link between the City, the community and local service providers on the community perspective and perception on how to assist community members: experiencing homelessness, who are at risk of becoming homeless or who are experiencing poverty or are adversely impacted by a crisis;
- 9) Participate in ongoing education on topics relating to equity and human services;
- 10) Provide nonbinding recommendations to the Mayor and the Council regarding a multi-year implementation strategy and funding;

11) Advise the City on the implementation of the HPAC recommendations.

12) Advise the City on human service policy issues.

**IMPACT – BUDGET**

City Administrator Deborah Knight, and the City’s contracted Project Management Consultant will support the CHSAB; The Project Management Consultant contract includes the oversight and administration for this committee and will prepare meeting materials. There is no additional expenditures in the formation of the CHSAB.

The Committee may make future recommendations of expenditure of funds but those will have to be approved by the Mayor and the City Council.

**TIME CONSTRAINTS**

Delaying action to form the committee may result in increased frustration with homelessness within the community, as well as among those who are experiencing homelessness, at risk of becoming homeless, in marginalized communities, or who are experiencing poverty or adversely impacted by a crisis.

**ALTERNATIVES TO REQUESTED ACTION**

1. Do not approve the establishment of the Community Human Services Advisory Board as a standing committee.
2. Do not approve the resolution and direct staff to areas of concern.

**CITY OF MONROE**  
**RESOLUTION NO. 007/2020**

A RESOLUTION OF THE CITY COUNCIL AND THE MAYOR OF THE CITY OF MONROE, WASHINGTON, ESTABLISHING THE COMMUNITY HUMAN SERVICES ADVISORY BOARD (CHSAB) AS A STANDING COMMITTEE.

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WHEREAS, the City Council and the Mayor established the formation of the short-term Homelessness Policy Advisory Committee (HPAC) on January 19, 2019; and

WHEREAS, the HPAC met throughout 2019, provided recommendations, and presented their recommendations to the City Council on February 18, 2020; and

WHEREAS, the City Council and the Mayor approved the HPAC recommendations by resolution on February 25, 2020; and

WHEREAS, one of the approved recommendations was to have the HPAC continue as a standing ad hoc committee; and

WHEREAS, the City Council and the Mayor desire to establish the HPAC henceforth being renamed the Community Human Services Advisory Board (CHSAB) on a permanent basis, to provide a community filter for transparency, recommend priorities and establish a means to monitor progress on goals; and provide such other advice and guidance with furthering Monroe's response to homelessness.

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

Section 1. Establishment of City of the Community Human Services Advisory Board.

A. Term:

- 1) The CHSAB shall be established effective June 23, 2020 and shall sunset automatically on May 31, 2024 unless formally extended by the City Council.
- 2) Evaluation. The organization and effectiveness of the CHSAB shall be evaluated by the City Council prior to the above-referenced sunset date. The CHSAB may in the City Council's discretion be extended for a longer term by appropriate City Council action.

B. Membership:

- 1) The membership of the CHSAB shall be comprised of:

- a. Eleven voting members, representing a cross section of local residents, businesses, faith communities, and service providers, and the City of Monroe.
  - b. The Mayor, City Administrator, Chief of Police and City Project Management Consultant as ex-officio members.
- 2) Members shall be appointed by the Mayor and confirmed by the City Council.
  - 3) Terms of appointment shall be for four years, except as provided below.
  - 4) Initial terms of appointment shall be staggered as follows:
    - i. Four positions with terms ending December 31, 2023.
    - ii. Three positions with terms ending December 31, 2022.
    - iii. Four positions with terms ending December 31, 2021.
  - 5) Members may be removed by the Mayor.

C. Staffing:

- 1) As determined by the Mayor.

D. Regular Meetings:

- 1) The CHSAB will meet regularly on the third Thursday of each month at 6pm at the City Council Chambers of Monroe City Hall. The CHSAB shall also meet at such additional times as may periodically be directed by the City Council.
- 2) The CHSAB's proceedings will comply with RCW 42.30, the Open Public Meetings Act, as appropriate according to law.

E. Responsibilities (at the direction of the City Council):

- 1) Provide nonbinding recommendations on how to assist community members: experiencing homelessness, who are at risk of becoming homeless or who are experiencing poverty or are adversely impacted by a crisis;
- 2) As directed by the Council, represent the City at established community events;

- 3) As directed by the Council, provide nonbinding recommendations for advocating for change at the local, county and state level along with elected City officials;
- 4) Act honestly, in good faith;
- 5) Perform their duties in a manner ensuring that the public trust in the integrity, objectivity, and impartiality of the CHSAB is preserved and enhanced;
- 6) Provide the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions.
- 7) Provide nonbinding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the City's programs and policies;
- 8) Provide a communication link between the City, the community and local service providers on the community perspective and perception on how to assist community members: experiencing homelessness, who are at risk of becoming homeless or who are experiencing poverty or are adversely impacted by a crisis;
- 9) Participate in ongoing education on topics relating to equity and human services;
- 10) Provide nonbinding recommendations to the Mayor and the Council regarding a multi-year implementation strategy and funding;
- 11) Advise the City on the implementation of the HPAC recommendations.
- 12) Advise the City on human service policy issues.

F. Authority:

- 1) The CHSAB shall be a purely advisory body to the Mayor and City Council; provided, that no recommendation or other action by the CHSAB shall be a requirement, prerequisite or condition to or for any action by the City Council.
- 2) All recommendations by the CHSAB addressing work program, policy issues, and economic development related budget issues shall be made to the Mayor and the Monroe City Council.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof,  
and APPROVED by the Mayor this 23rd day of June, 2020.

Approved: June 23, 2020  
Effective: June 23, 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



CITY OF MONROE
APPLICATION
COMMUNITY HUMAN SERVICES ADVISORY BOARD (CHSAB)

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

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

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

WHY ARE YOU INTERESTED IN SERVING ON THIS ADVISORY BOARD? \_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

Please submit completed applications to: the City Project Management Consultant, City of Monroe, 806 West Main Street, Monroe, WA 98272; RAdams@monroewa.gov; 360-794-4007 (fax); please contact the City Project Management Consultant for more information – 360-863-4538



**CITY OF MONROE**  
**APPLICATION**  
**COMMUNITY HUMAN SERVICES ADVISORY BOARD (CHSAB)**

*\*Meetings are scheduled for the first Thursday of the month. The first meeting will be Thursday, August 6, 2020, at 6 p.m.*

APPLICATION CERTIFICATION:

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

**COMMUNITY HUMAN SERVICES ADVISORY BOARD (CHSAB)**

**ROLE OF THE ADVISORY BOARD**

The Community Human Services Advisory Board has been established to provide a forum for the coordination of information among citizens and stakeholders in the City of Monroe to seek solutions to, and assistance for, unsheltered persons, marginalized communities, those experiencing poverty or adversely effected by crisis within the City. Committee members will provide advice and guidance regarding issues related to equity, recovery and community resiliency to the Mayor and City Council.

**PUBLIC INPUT AND ATTENDANCE**

All meetings of the committee will be official public meetings and open to the public. The meetings will be posted and/or advertised. There will be no public comment during meetings.

**MEMBERSHIP CRITERIA**

The CHSAB shall consist of eleven members representing a cross section of local residents, businesses, faith communities, service providers, and the City of Monroe. Members shall be appointed by the Mayor and confirmed by the Council. Members may be removed by the Mayor. At the City Council’s discretion, the HPAC shall be disbanded upon completion of the objectives set forth herein.

Ex Officio Members. The committee may also include representatives from the Monroe Chamber, Downtown Monroe Association, Monroe School District, Everett Community College, Hospital District and not-for-profit partners as ex-officio (non-voting) members.

**SELECTION PROCESS**

Applications for positions on the CHSAB will be available from June 24<sup>th</sup> to July 1<sup>st</sup>, 2020.

Mayor Thomas will review applications and present appointments to the City Council for confirmation on July 28, 2020.

**SELECTION TIMELINE**

Applications available	June 24, 2020
Applications close	July 1, 2020
Applications reviewed	July 1 – 5, 2020
Interviews	July 6, 2020
Council Confirmation	July 28, 2020

**HPAC Final Recommendations**  
**Approved January 16, 2020**

### **Housing**

- **Establish Temporary-Housing** in a permanent facility to serve Monroe residents with adjacent secured parking for those living in vehicles and RVs for overnight stay
- **Establish a Sky Valley Housing Consortium** to establish short, long-term, and alternative housing
- **Increase alternative housing that includes but is not limited to men, youth, LGBTQ, and families and pets**

### **Partners**

- **Establish Service Provider Networks** to provide services and housing 24/7 in Sky Valley
- **Increase public transportation** between Monroe & Everett
- **Involve other public entities** in a network to prevent and end homelessness in Sky Valley
- **Create an education campaign** that supports affordable housing, job training, and treatment options

### **Prevention**

- **Gather and analyze accurate data** about homelessness in Monroe
- **Create an education campaign** about homelessness: causes, prevention strategies, and alternatives
- **Promote social services networks** focused on youth and families

### **Policy/Budget**

- **Lobby legislators** at all levels to increase funding for addiction and mental health treatment, affordable housing, job training, and support services
- **Identify and lobby for new law enforcement** strategies focused on personal accountability
- **Engage developers** in building affordable and subsidized housing
- **Implement HB 1406** Explore all revenue options for housing, mental health, and chemical dependency
- **Continue HPAC as standing committee** Monitor progress towards implementing HPAC recommendations. Review Technical Committee recommendations.
- **Adopt and fund a Six-Year Plan** to fulfill HPAC's recommendations

### **Public Safety**

- **Implement law enforcement strategies** and regulations that increase personal accountability and adhere to civil and personal rights
- **Gather and analyze accurate data** about crime in Monroe

## HPAC Final Recommendations

Approved January 16, 2020

- **Initiate a residential and business** crime prevention program
- **Continue to budget** for the Embedded Social Worker/Community Outreach
- **Use technology to increase public safety and protect infrastructure.**
- **Implement Community Court** so treatment for addiction and mental health can be offered as an alternative to jail

### Support Services

- **Create a coordinated homeless response center.**
- **Create a system of services** that responds to the homeless crisis 24/7
- **Establish more accessible mental health** and addiction services in Monroe
- **Obtain supportive services to navigate people through resources**
- **Support agencies that serve and promote self-reliance** among people in need

CITY OF MONROE  
RESOLUTION NO. 001/2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MONROE, WASHINGTON, ESTABLISHING AN AD HOC  
HOMELESSNESS POLICY ADVISORY COMMITTEE

WHEREAS, the issue of homelessness has become a pressing and highly visible public health, safety and welfare concern for the City of Monroe and the Monroe community; and

WHEREAS, the Mayor and City Council recognizes the desirability of providing a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective and lasting solutions to the current homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community; and

WHEREAS, the Mayor and City Council desires to establish an ad hoc committee to provide such a forum and to offer nonbinding, advisory recommendations to the Council as requested.

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

Section 1. Establishment of Homelessness Policy Advisory Committee.  
The City Council hereby approves the establishment of an ad hoc committee to be known as the Homelessness Policy Advisory Committee. The composition, membership criteria, responsibilities, and procedures of said committee shall be as provided in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

Section 2. Effective Date. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 22<sup>nd</sup> day of January, 2019.

Approved: January 22, 2019  
Effective: January 22, 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

## City of Monroe

### Homelessness Policy Advisory Committee

#### 1. Introduction

The purpose of the Homelessness Policy Advisory Committee (HPAC) is to provide a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions to the City's homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community. The HPAC will provide the Mayor and City Council with nonbinding advice and recommendations regarding issues related to homelessness.

#### 2. Authority

The HPAC is an ad hoc advisory body established by Resolution No. 001/2019, approved by the Monroe City Council on January 22, 2019. The HPAC shall serve in a purely recommendatory, as-requested, capacity. Nothing herein shall be construed as requiring the City Council to solicit, accept, and/or follow any recommendation(s) proposed by the HPAC as a prerequisite for any City Council action.

#### 3. Responsibilities and Functions

As may be requested by the Mayor and the City Council, the HPAC will:

- a. Provide nonbinding advice and recommendations to the Mayor and City Council in the formulation, monitoring, implementation, and review of the City's homelessness programs and policies; and
- b. Provide nonbinding advice or assistance to the Mayor and City Council on any other issues related to homelessness.

In recognition of the important role that other organizations and agencies play in addressing the needs of homeless persons and issues related thereto, the HPAC will consider and make recommendations concerning potential partnerships between the City and such organizations to ensure appropriate collaboration, maximize efficiencies, and coordinate efforts and resources.

#### 4. Membership; Duration

The HPAC shall consist of nine to eleven members representing a cross section of local residents, businesses, faith communities, service providers, and the City of Monroe. Members shall be appointed by the Mayor and confirmed by the Council. Members may be removed by the Mayor.

At the City Council's discretion, the HPAC shall be disbanded upon completion of the objectives set forth herein.

#### 5. Obligations of Members

Members of the HPAC, in performing their duties, shall:

- Act honestly and in good faith;
- Participate in the work of the HPAC; and

## EXHIBIT A

- Perform their duties in a manner ensuring that the public trust in the integrity, objectivity, and impartiality of the HPAC is preserved and enhanced.

### **6. Meetings and Minutes**

The HPAC will meet at 6:00 p.m. on the first Thursday of every month in the City Council Chambers of Monroe City Hall. Other meetings of the HPAC may be scheduled as needed, with notice sent to the members with an agenda at least twenty-four hours in advance.

Meetings of the HPAC shall be open to the public and shall comply with Chapter 42.30 RCW, the Open Public Meetings Act, to the extent required by law. Provided, that no public comment shall be allowed at HPAC meetings.

A quorum for purposes of any meeting shall be the number of HPAC members who represent a simple majority of all members.

HPAC meeting minutes will be approved at the beginning of each meeting. Minutes will be distributed to the committee members and available on the City's website.

### **7. Reports**

Advice and recommendations of the committee relating to specific projects and policies will be reported to the Mayor and City Council as requested.

### **8. Remuneration**

Members of the HPAC shall serve without compensation.

**EXHIBIT A****City of Monroe****Homelessness Policy Advisory Committee****1. Introduction**

The purpose of the Homelessness Policy Advisory Committee (HPAC) is to provide a forum for the coordination of information among local citizens and stakeholders to seek thoughtful, effective, and lasting solutions to the City's homelessness crisis, and to facilitate assistance for unsheltered persons in the Monroe community. The HPAC will provide the Mayor and City Council with nonbinding advice and recommendations regarding issues related to homelessness.

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**3. Responsibilities and Functions**

As may be requested by the Mayor and the City Council, the HPAC will:

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In recognition of the important role that other organizations and agencies play in addressing the needs of homeless persons and issues related thereto, the HPAC will consider and make recommendations concerning potential partnerships between the City and such organizations to ensure appropriate collaboration, maximize efficiencies, and coordinate efforts and resources.

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- Participate in the work of the HPAC; and

## EXHIBIT A

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Advice and recommendations of the committee relating to specific projects and policies will be reported to the Mayor and City Council as requested.

### **8. Remuneration**

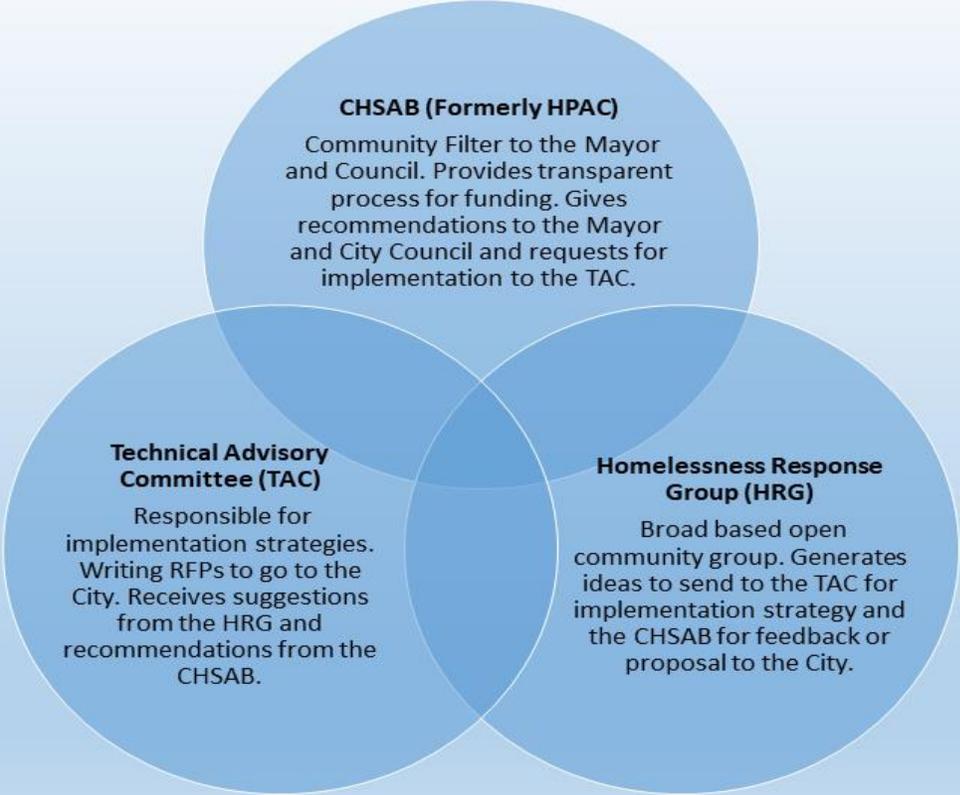
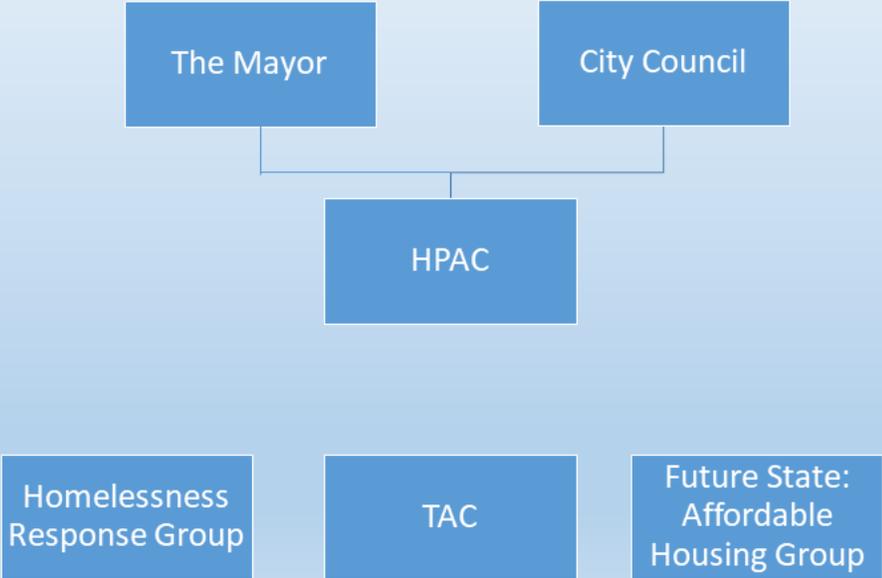
Members of the HPAC shall serve without compensation.

**REQUESTED ACTION:**

MOVE TO APPROVE RESOLUTION NO. 007/2020,  
ESTABLISHING THE COMMUNITY HUMAN SERVICES  
ADVISORY BOARD, FORMERLY KNOWN AS THE  
HOMELESSNESS POLICY ADVISORY COMMITTEE, AS A  
STANDING COMMITTEE.

Presented to Mayor Thomas and Monroe City Council June 23, 2020 by Rachel Adams

# Engagement Flow Chart



**WORKING TOGETHER AND RESPONDING TO OUR COMMUNITY.**

## RESPONSIBILITIES OF THE CHSAB

Recommend

Represent

Advocate

Advise

Educate

Coordinate

Communicate

Act honestly,  
in good faith

Ensure the  
public trust

Strategize

**REQUESTED ACTION:**

MOVE TO APPROVE RESOLUTION NO. 007/2020,  
ESTABLISHING THE COMMUNITY HUMAN SERVICES  
ADVISORY BOARD, FORMERLY KNOWN AS THE  
HOMELESSNESS POLICY ADVISORY COMMITTEE, AS A  
STANDING COMMITTEE.

Presented to Mayor Thomas and Monroe City Council June 23, 2020 by Rachel Adams



# MONROE CITY COUNCIL

## Agenda Bill No. 20-092

<b>SUBJECT:</b>	<b>Resolution No. 009/2020 Amending Master Fee Schedule</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
06/23/2020	Finance City Clerk	Becky Hasart	Becky Hasart	New Business #4

**Discussion:** 06/09/2020  
**Attachments:** 1. Resolution No. 009/2020

**REQUESTED ACTION:** Move to approve Resolution No. 009/2020, amending the City of Monroe Master Fee Schedule, and fees, fines, penalties, interest and charges for 2020.

### POLICY CONSIDERATIONS

*The City Council adopts fees which are to be charged to the general public via resolution and maintained through the City of Monroe Master Fee Schedule.*

### DESCRIPTION/BACKGROUND

The following fees are proposed for amendment to the Master Fee Schedule for 2020:

#### Schedule A: General Development Permits and Fees:

- Transportation Impact Fees – amended to come into compliance with Ordinance No. 006/2020, amending MMC 3.54.130, Transportation Impact Fees; updating the City’s codified transportation impact fee schedule pursuant to MMC 3.54.130; to be adopted June 23, 2020 and effective July 1, 2020 (concurrent with the effective date of Resolution No. 009/2020).
- *Staff proposing amendments: S. Peterson, Deputy City Engineer*

#### Schedule E: Municipal Court Fees

- New fee added for use of City facilities for private wedding ceremonies as performed only by the Monroe Municipal Court Judge.
- *Staff proposing amendment: J. Roberts, Deputy Public Works Director & Pam Haley, Municipal Court Administrator*

#### Schedule I: Fire District Related Fees:

- Table A – Added clarification that Snohomish County Fire District No. 7 (SCFD7) fees are not collected for structures built under the International Residential Code (IRC).
- Table I – After hours inspection fee increased to account for TCC OT (overtime rate as expressed as the total cost of compensation) rate.
- Table I – Re-Inspection fee reduced and clarified it can be applied for any re-inspection.
- Table J – Renewal option is removed. SCFD7 has revised the operational permit process to ease the burden upon the applicant and reduced the 2019 operational permit fee to \$50 utilizing the provisions in Table I.
- *Staff proposing amendments: M. Fitzgerald, Deputy Chief, Community Risk Reduction, Snohomish County Fire District 7*

## **FISCAL IMPACTS**

Schedule A Amendments – These proposed changes bring the fees resolution into agreement with the Transportation Impact Fees ordinance which increased fees by 1.4 percent to keep pace with inflation.

Schedule E Addition – The new fee will provide the City with compensation for the use of publicly owned facilities for private purposes (wedding ceremonies) when performed by the Monroe Municipal Court Judge.

Schedule I Amendments – These changes decrease some Fire District fees. The net impact is relatively neutral. Most impactful is that re-inspection fees (decreased to \$50) could be levied for repeat fire inspections where the responsible party has not corrected fire code deficiencies. Rather than a fiscal impact, this change provides a stronger enforcement tool to encourage building and business owners to make their corrections within our two week re-inspection window.

## **TIME CONSTRAINTS**

As soon as possible, to allow for applicable fees to be effective July 1, 2020; in order to be concurrent with the effective date of Ordinance No. 006/2020 (*as noted in Description/Background*).

## **ALTERNATIVES**

Do not approve; and provide direction regarding areas of concern.

**CITY OF MONROE  
RESOLUTION NO. 009/2020**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AMENDING THE CITY OF MONROE MASTER FEE SCHEDULE, AND FEES, FINES, PENALTIES, INTEREST AND CHARGES FOR 2020

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WHEREAS, the City Council of the City of Monroe has determined that it is in the best interests of the City of Monroe to provide a single, efficient, and convenient listing of all fees, fines, penalties, interest, and charges for permits, licenses, services, applications and filing fees; and

WHEREAS, such a listing better facilitates the updating and uniform review of all such fees, fines, penalties, interest and charges on a periodic basis; and

WHEREAS, previous resolutions provide for fees that require review from time to time; and

WHEREAS, the Master Fee Schedule of Fees, Fines, Penalties, Interest and Charges for 2020 were adopted through Resolution No. 015/2019(A) and subsequently amended by Resolution 023/2019; and

WHEREAS, amendments to the Master Fee Schedule, Schedule A, General Development Permits and Fees, are needed in order to come into compliance with code regulations regarding Transportation Impact Fees; and

WHEREAS, amendments to the Master Fee Schedule, Schedule E, Municipal Court Fees, are needed in order to provide additional services to the general public; and

WHEREAS, amendments to the Master Fee Schedule, Schedule I, Fire Department related Services, are needed in order to provide clarification on current practices and come into compliance with current rates;

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

Section 1. Amendment of Master Fee Schedule, Schedule A. The City of Monroe Master Fee Schedule, Schedule A, General Development Permits and Fees, is hereby amended as follows:

<b>Transportation Impact Fees (Per MMC ((20.12))<u>3.54.130</u>)</b>		
<b>Land Use</b>	<b>Unit of Measure</b>	<b>Impact fee Rate</b>
Single Family (1 or 2 dwellings)	Dwelling Unit	\$((3,524)) <u>3,570</u>
Multi Family (3 or more dwellings)	Dwelling Unit	\$((2,009)) <u>2,035</u>
Senior Housing	Dwelling Unit	\$((954)) <u>963</u>
Commercial Services	SF GFA	\$((14.02)) <u>14.20</u>

School	Student	\$((457.69)) <u>463.64</u>
Institutional	SF GFA	\$((2.64)) <u>2.64</u>
Light Industry/Industrial Park	SF GFA	\$((3.20)) <u>3.24</u>
Warehousing/Storage	SF GFA	\$((1.58)) <u>1.60</u>
Restaurant	SF GFA	\$((17.80)) <u>18.03</u>
General Retail	SF GFA	\$((8.63)) <u>8.74</u>
Supermarket	SF GFA	\$((21.39)) <u>21.67</u>
Administrative Office	SF GFA	\$((5.24)) <u>5.31</u>
Medical Office/Dental Clinic	SF GFA	\$((12.58)) <u>12.74</u>

Section 2. Amendment of Master Fee Schedule, Schedule E. The City of Monroe Master Fee Schedule, Schedule E, Municipal Court Fees, is hereby amended to be as follows:

**SCHEDULE E**  
**MUNICIPAL COURT FEES**

<b>Municipal Court Parking Violations</b>	
Parking Violations (except handicap and overweight vehicles)	\$50.00
Handicap Parking Violations	\$250.00
Overweight Vehicle Parking Violations	\$200.00
Parking violations paid within 7 days	Reduced by 50 percent
<b>Municipal Court Administrative Dismissal Fee</b>	
Operating a Motor Vehicle with No Insurance	\$25.00
Municipal Court certified copy- first page	\$5.00
Municipal Court certified copy- each additional page	\$1.00
Municipal Court warrant fee	\$50.00
Municipal Court time payment fee	\$10.00
Municipal Court appeal preparation fee	\$40.00
<b><u>Municipal Court Facility Fee</u></b>	
<b><u>Use of City facilities for Monroe Municipal Court Judge to perform a private wedding ceremony</u></b>	<b><u>\$20.00</u></b>

Section 3. Amendment of Master Fee Schedule, Schedule I. The City of Monroe Master Fee Schedule, Schedule I, Fire Department Related Services, is hereby amended as follows:

**SCHEDULE I**  
**FIRE ((DEPARTMENT))DISTRICT RELATED SERVICE**

**FIRE ((DEPARTMENT))DISTRICT FEES**

Unless otherwise specified, all fees are comprehensive for Permit, Plan Review &
--

Inspection Services.

**Table A -- COMMERCIAL PLAN REVIEW**  
New or Tenant Improvement Building Permits –  
Applies to all Occupancies except Groups R-3 & U, **and IRC Structures**

<b>Table I -- MISCELLANEOUS FEES</b>	
After Hours Inspection (Regular Inspection Hours: 7:30am to 3:30pm <b>weekdays</b> )	<del>\$(85))</del> <b>150</b> per hour / 1 hour minimum
Re-Inspection Fee ((for each inspection after the 3rd site visit, or as required by the fire code official.)) <b>(for uncorrected violations at time of re- inspection)</b>	<del>\$(75))</del> <b>50</b>

**TABLE J -- OPERATIONAL PERMITS**

Unless otherwise indicated, Operational Permit Fees are \$100 each. (~~When a renewal is applied for prior to the expiration of an operational permit, the renewal fee is 50% of the operational fee.~~) Request for waivers of fees for non-profit events, in accordance with Title 9.28.135, shall be made in writing to the Fire Marshal no less than 7 days before the event.

Section 4. Effective Date. The City of Monroe Master Fee Schedule, and fees, fines, penalties, interest, and charges, as amended, will be effective July 1, 2020.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 23<sup>rd</sup> day of June, 2020

Approved: June 23, 2020  
Effective: July 1, 2020

**CITY OF MONROE, WASHINGTON**

(SEAL)

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

ATTEST:

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



# MONROE CITY COUNCIL

## Agenda Bill No. 20-093

<b>SUBJECT:</b>	<i>Interim Ordinance to allow Temporary use of Private Property/Parking Areas for Outdoor Dining</i>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
6/23/2020	Community Development	Ben Swanson	Ben Swanson	New Business #5

**Discussion:** 6/16/2020, 6/23/2020  
**Attachments:** 1. Proposed Ordinance – Outdoor Dining

**REQUESTED ACTION:** Move to adopt Ordinance No. 009/2020, adopting interim ordinance in response to the COVID-19 pandemic temporarily authorizing existing food and beverage establishments to use private parking areas and sidewalks for outdoor dining; establishing an expiration date consistent with RCW 36.70A.390; and fixing and effective date.

### POLICY CONSIDERATIONS

*The Council is being asked to consider two policy issues and provide direction to staff:*

1. *Whether to temporarily waive certain requirements of the Monroe Municipal Code (MMC) to allow private property, particularly parking areas, to be used for outdoor dining; and*
2. *Whether to temporarily waive certain requirements of the Monroe Municipal Code (MMC) to allow the expansion of sidewalk cafes to include those sidewalks fronting neighboring business.*

### DESCRIPTION

The purpose of this action would be to allow eating and drinking establishments throughout Monroe to expand their capacity for serving dine-in customers temporarily during phases 2 and 3 of Governor Inslee’s plan for reopening businesses in response to the COVID-19 pandemic. The proposed ordinance would allow eating and drinking establishments to operate in a private parking area for outdoor dining use, provided the private parking area is contiguous to the space leased or owned by the food and beverage establishment. This ordinance also provides for health, life, and safety requirements to ensure that all proposals meet ADA and emergency access requirements.

The proposal also expands on existing Chapter 12.30 MMC – Sidewalk cafes to allow use of a neighboring sidewalk area for outdoor dining and retail, provided written consent is obtained from the neighboring business or property owner.

### BACKGROUND

Most businesses have been severely economically impacted by the pandemic and some may not reopen. Phase 2 of the reopening approach will allow eating and drinking establishments to offer table service again. In order to protect the health of the public and reduce the risk of exposure to the virus, there will be limitations on table size (maximum 5 people), spacing and serving capacity (maximum 50% of pre-pandemic capacity). Phase 3 increases table size to 10 and serving capacity to 75%. While reopening is a positive step for these businesses and the community, the capacity limitations will have a severe economic impact on businesses and the community.



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-093*

One way to allow these businesses to expand their serving capacity is to allow the temporary use of private property, primarily required parking areas, for outdoor dining service. The reduced capacity should have the practical effect of reducing the parking needed through phases 2 and 3. Stated differently, any negative impact to on-site parking capacity is largely self-limited as a result of applicable social-distancing requirements and diner capacity constraints that will apply to restaurants during phases 2 and 3. These temporary provisions are well timed for the summer months, assuming phases 2 and 3 will cover at least some portions of June and July. When phase 4 is in effect, the businesses will be able to return to pre-pandemic capacity and the temporary provisions will no longer be needed.

In order to ensure that life, safety and access requirements would be met by the temporary dining areas, a permit and inspection would be required. The interim ordinance would direct staff to create a permit process that is basic, streamlined and brief, while still enabling the City to perform a meaningful evaluation of each application in light of its particular circumstances. As a means of promoting economic development and reducing the financial burden on local businesses that have already been severely impacted by the pandemic, Staff would recommend Council not impose fees for the permit processing and inspection time.

If the City Council ultimately proceeds to adopt the interim ordinance, staff would develop a permit with minimal submittal requirements and a consolidated review/inspection process referred to as "subject to field inspection." Submittal requirements will include, among other items as appropriate, a diagram indicating location and type of delineation of the temporary dining area, including canopy if applicable; number of parking spaces temporarily displaced; guidance for applicants to determine restricted occupant loads under the International Building Code; adequate and accessible circulation to and within the dining area; and accessible routes to restrooms. Staff believes this information is necessary to maintain life, safety and accessibility standards for customers and the community. This does not affect any requirements of other agencies that regulate eating and drinking establishments.

This interim ordinance is intended to be temporary until public health and economic conditions improve, and the provisions of the ordinance are necessary to avoid an imminent threat to public health or safety. As Snohomish County is in Phase II, this Ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act pursuant to WAC 197-11-880 and Chapter 22.78 MMC.

Under the provisions of state law (RCW 36.70A.390), cities may enact interim ordinances for a period of six months. The City has 60 days from the adoption of the interim ordinance to conduct a public hearing. The expectation is that phase 4 will occur prior to the expiration of the interim ordinance. Council can also in its discretion repeal the ordinance at any time.

In summary, the proposed ordinance is intended to immediately address the public health, safety and economic impacts of the COVID-19 pandemic upon Monroe businesses and consumers in the manner identified above.

### **FISCAL IMPACTS**

Collecting permit fees could cover city processing and permitting costs during the short duration of the interim ordinance. If City Council chooses not to collect permit fees it would likely have limited impacts on city costs and may encourage more businesses to expand their capacity and increase sales tax revenues. The value of the foregone fees, if this item is approved, is difficult to determine in advance of applications being received, but is not



# MONROE CITY COUNCIL

## *Agenda Bill No. 20-093*

expected to have a significant impact on the General Fund budget. Staff does not think lost revenues would qualify under the provisions of the CARES Act. However, staff will explore potential reimbursement under any future state or federal programs.

### **TIME CONSTRAINTS**

N/A

### **ALTERNATIVES**

1. Modify the proposed ordinance and return to City Council at the next available business meeting
2. Do not approve the proposed ordinance.

**CITY OF MONROE  
ORDINANCE NO. 009/2020**

AN INTERIM ORDINANCE OF THE CITY OF MONROE, WASHINGTON, IN RESPONSE TO THE COVID-19 PANDEMIC, TEMPORARILY AUTHORIZING FOOD AND BEVERAGE ESTABLISHMENTS TO USE PRIVATE PARKING AREAS FOR OUTDOOR DINING; ESTABLISHING AN EXPIRATION DATE CONSISTENT WITH RCW 36.70A.390 AND RCW 35A.63.220; DECLARING A PUBLIC EMERGENCY; AND FIXING AN IMMEDIATE EFFECTIVE DATE.

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WHEREAS, a state of emergency has been declared by the federal, state, county, and municipal governments in response to the COVID-19 pandemic; and

WHEREAS, since February 29, 2020, Governor Jay Inslee has issued several proclamations, including Emergency Proclamation 20-25 (“Stay Home, Stay Healthy order”), placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of COVID-19 virus; and

WHEREAS, Governor Inslee has developed a phased reopening approach, known as the “Safe Start Washington” phased reopening plan, for resuming recreational, social, and business activities; and

WHEREAS, outdoor activities, including outdoor restaurant seating, have been determined to be safer and less likely to lead to the spread of COVID-19 than indoor restaurant seating; and

WHEREAS, during a modified Phase 1 of the “Safe Start” reopening plan, restaurants are authorized to resume outdoor on-premise food and beverage service at 50 percent of existing outdoor capacity, so long as those businesses adopt social distancing measures consistent with the phase-specific re-opening plan requirements but indoor dining is prohibited; and

WHEREAS, during Phase 2 of the “Safe Start” reopening plan, restaurants and taverns are authorized to resume both indoor and outdoor on-premise consumption of food and beverages consistent with the phase-specific reopening plan requirements; and

WHEREAS, in the industry-specific requirements, Section 5 of the Phase 2 Restaurant/Tavern Reopening COVID-19 Requirements requires that the restaurants and taverns operate at no more than 50% of seating capacity, limiting the size of parties to five or less, and seating groups of guests at least 6 feet apart; and

WHEREAS, the City Council wishes to encourage business activity consistent with the Safe Start requirements and to make restaurants, taverns and other food and beverage establishments safer to operate by leveraging available private and public space to be used as additional outdoor areas for dining activity while maintaining applicable social distancing requirements; and

WHEREAS, the City Council believes that allowing food and beverage establishments to temporarily expand their on-site dining areas onto privately-owned parking facilities where they may not otherwise be permitted by city code will support the Governor's Safe Start plan, encourage compliance with social distancing requirements, and promote business operation and economic recovery while maintaining the focus on core public safety principles; and

WHEREAS, it is necessary and appropriate during the state of local emergency to utilize an interim ordinance, which is intended to be only temporary until public health and economic conditions improve, to facilitate and encourage outdoor seating areas to make food and beverage establishments safer to operate and to promote needed economic and business recovery in the City; and

WHEREAS, the City Council finds that it is in the public interest to adopt this interim Ordinance, and further declares that a public emergency exists requiring this Ordinance to take effect immediately upon passage.

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

Section 1. Authorization to Use Private Parking Areas for Outdoor Dining. Subject to the provisions of this Ordinance, the City hereby grants temporary permission for food and beverage establishments, existing as of the effective date of this Ordinance, to utilize private off-street parking areas, as defined by MMC 22.12.150, for outdoor dining use, provided the private off-street parking area is immediately adjacent to the food and beverage establishment. The temporary permission conveyed by this section is expressly subject to the following requirements:

A. Such outdoor dining use shall be permitted only if the food and beverage establishment is authorized to operate under the state's Safe Start Washington phased reopening plan.

B. A food and beverage establishment may operate in a private off-street parking area only with a valid permit issued by the City and only while this Ordinance remains in effect.

C. Any food and beverage establishment that utilizes private off-street parking areas for outdoor dining use as authorized by this Ordinance shall comply with all terms, conditions, and requirements of this Ordinance, as well as all terms, conditions and requirements of any permit issued pursuant to Section 3 of this Ordinance.

D. Use of any portion or percentage of private off-street parking areas for outdoor dining use shall require written proof of the property owner's approval. Without limitation of the foregoing, nothing in this Ordinance compels a landlord to permit a tenant to expand its business to the exterior.

E. This Ordinance authorizes only temporary use of private areas otherwise restricted for parking purposes. Nothing in this Ordinance authorizes permanent

improvements or interior expansions. Such development must comply fully with existing applicable permit processes and standards except as provided by this Ordinance.

Section 2. Sections Waived. In order to effectuate the purpose of this Ordinance, minimum parking regulations normally applicable to food and beverage establishments are hereby waived to enable such uses to serve patrons in adjacent private off-street parking areas. Specifically, for the duration of this Ordinance, the following Monroe Municipal Code sections are hereby suspended and waived for the duration of this Ordinance to, and only to, the extent necessary to effectuate this Ordinance and under the terms and conditions set forth in this Ordinance:

A. MMC 22.44.020(A) – No occupancy permit is required for temporary outdoor seating associated with a food and beverage establishment.

B. MMC 22.44.020(G) – A temporary change of use from parking to seating area is authorized for food and beverage establishments during normal business hours.

C. MMC 22.44.030 – The criteria for preexisting uses/buildings shall not apply to temporary outdoor seating associated with a food and beverage establishment.

D. MMC 22.44.050 – Temporary outdoor seating associated with a food and beverage establishment shall not require any additional off-street parking stalls and may use the required off-street parking stalls for temporary outdoor seating authorized under this Ordinance.

E. MMC 22.44.070 – No additional bicycle parking is required of temporary outdoor seating associated with a food and beverage establishment.

F. Any other minimum or maximum parking requirement of the City not specifically identified here that directly conflicts with this Ordinance, as determined in the reasonable discretion of the Community Development Director, is hereby waived.

Section 3. Permit Process.

A. The Community Development Director is hereby authorized and directed to create a permitting process to effectuate and facilitate the interim amendments set forth in this Ordinance. Applications submitted under said permit process will be reviewed by the Community Development Department and Fire Marshal.

B. The permitting process shall be efficient and with a limited review based upon a subject-to-field-inspection (STFI) permit.

C. No permit fee will be charged for accepting and processing a permit application for temporary outdoor dining use under this Ordinance.

D. The purpose of this permit presents special circumstances that warrant a different review process than the City's existing administrative permit requirements, particularly because the authorized activity is temporary in nature and because there is an immediate need to create this opportunity to expand outdoor dining areas. Therefore, to the extent additional administrative provisions are necessary, the Community

Development Director is hereby authorized and directed to establish such requirements, except that the permit should not include any requirements more burdensome than a Type 1 permit under Chapter 22.84 MMC. The Community Development Director may, but is not required to, include public notice requirements.

E. If an applicant desires to include a temporary membrane (e.g., a canopy or tent) for the temporary outdoor dining area authorized by this Ordinance, the City's existing temporary membrane permit application and review process shall be incorporated into the temporary outdoor dining area permit authorized by this section. While this Ordinance remains in effect, the current IFC operational permit fee established in the fee resolution for a temporary membrane is waived for temporary outdoor dining areas.

F. Nothing in this Ordinance waives or purports to waive any requirement to obtain and/or comply with applicable permits or approvals from the City or other governmental entities with jurisdiction, specifically including without limitation the State Liquor and Cannabis Board or the State or county Health Department.

G. Nothing in this Ordinance waives or purports to waive any requirement to comply fully with all other applicable provisions of the MMC except as specifically provided herein.

Section 4. Requirements and Restrictions – Outdoor Dining. The use of private off-street parking areas as temporary outdoor dining areas pursuant to this Ordinance must comply with the following requirements and restrictions:

A. Temporary outdoor dining uses in private off-street parking areas may be utilized only to support additional tables and chairs for food and beverage establishment seating.

- 1) The private off-street parking area used for temporary outdoor seating pursuant to this Ordinance shall not result in a total occupancy greater than the originally approved occupancy limit for food and beverage establishments, unless explicitly authorized by the Building Official and Fire Marshal.
- 2) All outdoor seating shall be spaced at least 6 feet apart measured from back or side of each occupied chair to the back or side of every other occupied chair;

B. Temporary outdoor dining uses in private off-street parking areas must be in conformance with all City buildings and fire requirements for building accessibility and emergency access.

- 1) Fire hydrants and fire apparatus access roadways must not be blocked, and required fire access must be maintained.
- 2) Outdoor seating shall not block or otherwise restrict access to designated disabled parking spaces.
- 3) Outdoor seating shall not block any required exits from any building.

4) ADA and other access standards and guidance apply.

C. Other limitations on placement of outdoor dining areas.

- 1) Outdoor seating cannot be located within required landscaping, stormwater facilities, critical areas, or private streets.
- 2) Temporary placement of outdoor seating areas and/or equipment such as wash stations and hand sanitizing stations or stations for staff set-up and service do not need to meet required building setbacks.
- 3) The outdoor dining area may expand past the food or beverage establishment's façade with the permission of the adjacent landowner.

D. A current City of Monroe business license is a prerequisite to being issued a permit as provided for in this Ordinance.

E. Any other requirements or restrictions deemed necessary by the Community Development Department and/or the Fire Marshal.

Section 5. Repeal of Section 12.30.010 MMC. Section 12.30.010 of the Monroe Municipal Code is hereby temporarily repealed in its entirety:

~~12.30.010 Applicability-~~

~~((The provisions of this chapter shall apply exclusively to the sidewalk area lying immediately adjacent to a commercial building containing a currently licensed operating retail business engaged in the sales of goods and merchandise, services, or the business of food service establishment located on:~~

~~A. Main Street, between Madison Street and the Burlington Northern Santa Fe railroad tracks;~~

~~B. Lewis Street (SR203), between MacDougall Street and the Burlington Northern Santa Fe railroad tracks;~~

~~C. Hill Street, between Madison Street and Ferry Street; and~~

~~D. Fremont Street, between Blakeley Street and Ann Street. (Ord. 008/2015 § 1))~~

Section 6. Amendment of Section 12.30.010. Section 12.30.010 of the Monroe Municipal Code is hereby amended to provide in its entirety as set forth below:

**12.30.010 Applicability**

A The provisions of this chapter shall apply exclusively to the sidewalk area lying immediately adjacent to a commercial building containing a currently licensed operating retail business engaged in the sales of goods and merchandise, services, or the business of food service establishment located on:

1. Main Street, between Madison Street and the Burlington Northern Santa Fe railroad tracks;
2. Lewis Street (SR203), between MacDougall Street and the Burlington Northern

Santa Fe railroad tracks;

3. Hill Street, between Madison Street and Ferry Street; and
4. Fremont Street, between Blakeley Street and Ann Street.

B. Food service establishments otherwise meeting the requirements of MMC 12.30.010(A) may also use the sidewalk of a contiguous, commercially zoned property with the written permission of the owner of the contiguous property. This permission shall be submitted to the City along with the associated sidewalk use permit application.

Section 7. Definition. For purposes of this Ordinance, “food and beverage establishment” shall mean any restaurant, fast food restaurant, micro-brewery, bakery, coffee shop or tavern, as respectively defined by Chapter 22.12 MMC, and “food service establishment” as referenced in Chapter 12.30 MMC.

Section 8. Superseding Effect. In the event that the provisions of this Ordinance irreconcilably conflict with any provision of the Monroe Municipal Code, it is the express legislative intent of the City Council that the provisions of this Ordinance shall control to the extent of such conflict.

Section 9. Public Hearing. 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 10. Findings. The above recitals, together with the content of Agenda Bill AB \_\_\_\_\_, are hereby adopted as preliminary findings in support of the interim regulations adopted under this ordinance. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council may adopt additional findings following the public hearing referenced in Section 9.

Section 11. 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 12. 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 23, 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 23rd day of June, 2020.

First Reading: June 23, 2020  
Adoption: June 23, 2020  
Published: June 28, 2020  
Effective: June 23, 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

- [Re-opening Status](#)
- [Local Monroe Business Grant](#)
- [Risk Assessment & Phase 3](#)
- [Re-opening Toolkits for Business](#)
- [Financial Resources Update](#)
  - [Federal; SBA](#)
  - [Child Care Partnership Grants](#)
  - [County; R3 Update](#)
- [FAQs](#)



Monroe, Washington Economic Development Newsletter for the week of June 15-19, 2020

# Monroe **Business**

## SPECIAL COVID-19 UPDATE

### Safe Start Washington

#### Re-opening Our Economy

##### ARE WE OUT OF THE WOODS...?

On June 5, the Washington State Sec'y of Health approved the Snohomish County application to move to Phase 2. That allowed many local businesses in Monroe to open for the first time since the shutdown began March 23<sup>rd</sup>. Although a welcome relief, opening required businesses to meet a variety of Dept. of Health and Labor & Industries guidelines in order to do so. That included specific signage directed at customers on safety precautions being taken to protect them, providing masks and necessary sanitation for workers who engage the public and capacity restrictions limiting the number of people inside a business to allow for social distancing. The ability to move forward into Phase 3 and continue the re-opening further rests on businesses meeting these requirements and their customers following health guidelines to keep the rates of infection low.

As some states resume normal economic and social activity, the Center for Disease Control last week reported sharp increases in the rates of infection in AZ, FL, GA and TX, states which opened rapidly and relaxed most restrictions. Now local municipalities in those states are backtracking. Businesses there are voluntarily shutting out of fear for their workers' safety. Laws requiring masks, not required by state law, are being implemented by local jurisdictions where rates of infection are rising rapidly. What does all this mean for us here in Monroe?

The first opportunity we will have to move to Phase 3 June 25<sup>th</sup>, 3 weeks after moving to Phase 2. But we are already seeing a rise in cases. As of June 16<sup>th</sup>, 2020, there were [3,187 cases with 159 deaths in Snohomish County](#). [Ninety-four of those cases and 15 of the deaths were right here in Monroe](#). So the answer is no, we are not out of the woods yet. If we want to continue opening up, we will need to keep the infection rate low and adhere to the guidelines provided by the health authorities. So, put on your mask, wash your hands and stay six feet apart. **Stay Safe Monroe!**

### Monroe Offers Small Business Relief Grant

The City of Monroe is announcing the establishment of the Monroe CARES grant program to disburse \$110,000 in CARES Act funds to businesses and non-profits affected by the COVID-19 crisis. The program will disburse funds through two grant programs: **The Small Business Relief Grant** will make available \$60,000 for Monroe businesses, and the **Community Relief Grant** will make available an additional \$50,000 for non-profit organizations that serve Monroe's most vulnerable residents.

The **Small Business Relief Grant** will give priority to businesses that have not been eligible for Federal, State and County grant funds. Grant funds must cover costs associated with the impact of COVID-19, such as rent, utilities, payroll and business licensing fees. "Our highest priority right now is getting our entire community back up and running as quickly as possible and as safely as possible," said Mayor Geoffrey Thomas. "Providing support to our local businesses and non-profit agencies, ensuring the availability of products and services for all Monroe residents, will help us get there."

Please visit the **Small Business Relief Grant [webpage](#)** for more information on eligibility and to begin the application process. **[Applications are due by 4:30 p.m. on Tuesday, June 30.](#)**

The **Community Relief Grant** will assist non-profit organizations meet the increased demands of providing basic services to Monroe's most vulnerable residents during this critical time. Details of the Community Relief Grants will be announced in early July.

## WHEN WILL MONROE MOVE TO PHASE 3?

The earliest Snohomish County will be able to move into Phase 3 is June 26<sup>th</sup>, 3 weeks from the Phase 2 approval. Although cases of COVID-19 infection are expected to rise as the economy opens back up they are not expected to rise to a level that would prevent us from moving into Phase 3. The main numbers to watch will be the number of people testing positive and the hospital capacity. If those two numbers start moving away from the goal between now and the 25<sup>th</sup>, the Sec'y of Health may consider alternatives to a full Phase 3 entry. You can track statistics for Snohomish County here => [Risk Assessment Dashboard](#)



### SNOHOMISH COUNTY RISK ASSESMENT AS OF JUNE 16<sup>TH</sup>, 2020

	VALUE	GOAL	MEETING GOAL?
Rate per 100K of newly diagnosed cases during the prior two weeks	20.4	<25	Yes
Number of individuals tested for each new case during the prior week	32.4	>50	No
Percent of Individuals testing positive for COVID-19 during the past week	3.2%	<2%	No
percent of Licensed beds occupied by patients	76.7%	<80%	Yes
Percent of licensed beds occupied by COVID-19 patients	3.7%	<10%	Yes

The key to keeping the infection rate down is adherence to the health and safety guidelines provided by the Washington State Dept. of Health and Washington Dept. of Labor & Industries. Those guidelines for specific industries can be found here => [Industry Specific Guidelines for Re-opening](#).

More information about Safe Start Washington here => [Safe Start WA](#)

If you have a specific questions about how to comply with these safety practices you can submit your question to the state's Business Response Center at [General Business and Return to Work Inquiries](#).

## SAFE START WASHINGTON Re-Opening Toolkit



As businesses begin to re-open, they must enact the necessary precautions to protect their employees and the public from infection. To assist businesses with adhering to these guidelines, the City of Everett has created the Getting to Safe re-opening guide. This handy guidebook has been endorsed by the Snohomish County Board of Health as well as a number of cities in Snohomish County, including Monroe. By having a standard applied to businesses throughout Snohomish County, the public can be assured that consistent guidelines are implemented no matter where they go in the county. Please take a minute to download and read the guide. You can get a copy here => [Getting to Safe Guide for Businesses](#)

One of the guidelines that will help us keep moving toward a more open economy is wearing face coverings. Whether you're a worker who engages the public (required to wear) or a resident visiting your local grocery store (highly recommended to wear) wearing a face covering helps reduce the spread of infection. Businesses are required to post signage recommending the public wear a face covering when inside. You can get and print signage that you can post at the entrance to your business here => [Store Signage to Please Wear a Mask](#). Remember, although you are not required to enforce the wearing of face masks by customers (You can require them in your place of business if you so wish.) businesses ARE REQUIRED to provide face masks to employees that engage the public. For more information on face coverings, such as the various types, how to make them and best practices for wearing and cleaning your mask, you can go to the => [CDC's page on face coverings](#).

Getting our economy back on its feet and moving forward will require that everyone do their part.

**KEEP CALM, WEAR A FACE MASK, WASH YOUR HANDS and CARRY ON!**

# FINANCIAL ASSISTANCE UPDATE

## SMALL BUSINESS ADMINISTRATION UPDATE

### New Rules for Loan Forgiveness on PPP

On Wednesday, June 17<sup>th</sup>, the Federal Government released a new and simplified forgiveness application for small business owners who received a loan through the government-backed Paycheck Protection Program.

In a joint news release, the Small Business Administration and the Treasury Department announced they had posted a "borrower-friendly" five-page forgiveness application, which can be found [here](#).

The agencies also released a three-page [EZ Version](#), which applies to borrowers who are self-employed or have no employees; did not reduce the salaries or wages of their employees more than 25 percent and did not reduce the number of hours of their employees; or experienced reductions in business activity as a result of the coronavirus pandemic and did not reduce the salaries or wages of their employees by more than 25 percent.

A concern among small business owners who tapped the Paycheck Protection Program was that guidelines on how to spend the money were too strict and could potentially leave them on the hook for repaying the money.

The rules on how small business owners need to spend the money in order for it to be forgiven have been eased. Loan recipients are now only required to spend 60 percent of the aid on maintaining payroll, rather than the previous 75 percent rule. The money that can be spent on operating costs like rent and utilities increased to 40 percent from 25 percent.

The Paycheck Protection Program Flexibility Act extended the timeline for businesses to spend the money from two months to 24 weeks. However, if businesses choose to get the loan forgiven after eight weeks, they are still able to do so.

Another key aspect of the PPFA is that it gives businesses until Dec. 31 to rehire workers in order for their salaries to count toward forgiveness; previously, they had until June 30 -- a problem for some in states where businesses were slower to open their economies. The employee salary eligible for forgiveness is still capped at \$100,000.

The law also eased rehiring requirements for businesses. For instance, if a small business owner is unable to rehire an individual who was an employee on or before Feb. 15, or is able to prove they were unable to hire a similarly qualified candidate, their loan may still be eligible for forgiveness.

If the loans are not forgiven, a business will have five years at 1 percent interest to repay the loan, rather than the initial two years.

The PPP is approaching its [final application deadline of June 30](#). The PPP was created to offer low-interest loans to small businesses and forgive them if the funds were used to keep workers on the payroll.

**PPP Loans are still available. Contact your local banker if you would like to learn more, or Katie Woods at Coastal Community Bank at [<kwoods@coastalbank.com>](mailto:kwoods@coastalbank.com) .**

## WA State Dept of Commerce seeks applications for Child Care Partnership Grants

Funding available to support local partnerships that increase child care capacity in Washington communities.

The Washington State Department of Commerce is soliciting applications to support local partnerships to develop action plans that stabilize and expand child care capacity in communities. The following organizations are eligible to apply on behalf of a collaborative group:

- Washington nonprofit organizations
- Federally recognized tribes
- Local government entities, including school and educational service districts.

Applicants and populations served must be located in the state of Washington.

We anticipate awards of up to \$100,000. This is the first of two application rounds and all projects must be completed by June 30, 2021.

Examples of eligible activities to be funded could include but are not limited to:

- Community-wide plans, needs assessments, and feasibility studies
- Establishing partnership agreements and cross-system collaborations
- Implementation plans and conducting pilots

### Schedule for Funding Round 1

- [Applications Due 5p.m.: July 10](#)
- Successful Applicants Announced: July 24
- Performance Period: Aug.14, 2020- June 30 2021

### Anticipated Schedule for Funding Round 2

- Notice of Funding Availability Release: Aug. 17
- Applications Due 5 p.m.: Sept. 11
- Performance Period: Oct. 9, 2020 - June 30, 2021

For more information and to apply click => [here](#) or contact Mary Baldwin at the Washington State Department of Commerce [mary.baldwin@commerce.wa.gov](mailto:mary.baldwin@commerce.wa.gov)

# Snohomish County Small Business Relief, Recovery and Resiliency Grants - UPDATE

## NEW GRANTS AVAILABLE

Snohomish County has announced a second round for the R3 grant. The first round closed on June 4, 2020; award announcements are expected on June 24, 2020. Those applicants from the first round that are not selected for award will automatically be considered in this second round of funding though criteria have changed.

The Small Business Relief, Recovery, and Resiliency (R3) Grant Program is a key part of the relief and recovery actions Snohomish County is taking to help businesses impacted by the pandemic.

For more information and to begin the application process, go to => [Snohomish County Small Business Relief, Recovery, and Resiliency \(R3\) Grant Program](#)

### NEW R3 GRANT SCHEDULE

6/12/2020 Application Opens

6/25/2020 Public Question Period Closes

**6/26/2020 Application Closes @ 5:00 PM**

7/13/2020 Grant Awards Announced

7/27/2020 All Awarded Grantee Agreements Executed

## Contact Us >>>

City of Monroe  
Economic Development Office  
806 West Main Street  
Monroe, WA 98272  
360-631-0050  
JPalmer@MonroeWA.gov  
[www.monroewa.gov](http://www.monroewa.gov)

## Frequently Asked Questions

*I have a medical issue. Must I wear a facial covering or mask at work?*

Workers with [medical issues preventing mask](#) use should provide their employer with a medical professional's accommodation statement that facial covering or masks should not be worn due to their condition.

*Can I require my employee to return to work?*

No, you cannot **require** an employee to come back to work at this time. Employees who choose to remove themselves from a work site because they do not believe it is safe to work due to the risk of COVID-19 exposure may have access to [certain leave or unemployment benefits](#).

*Must I search for work to receive unemployment benefits?*

You are typically required to look for work and document your job search to remain eligible for unemployment benefits. This requirement has been suspended until June 28th, at the earliest. As long as the suspension is in effect, you may select "no" on the job search question on your weekly claim. You may wish to revisit the ESD [job search requirements page](#) as the end of the month approaches.

*I suspect unemployment fraud. How do I report it?*

If you are a victim of unemployment fraud, follow the Employment Security Department's [Unemployment Imposter Fraud checklist](#). Avoid divulging personal information over email or phone to any party claiming to represent ESD. Only file a fraud claim through ESD's secure [fraud report form](#). Victims of unemployment imposter fraud are [not liable to repay benefits](#) issued in their name to a fraudster.

*How do I know if I'm properly sanitizing my workplace?*

The CDC has published [guidance for cleaning](#) of public spaces, workplaces, business, schools and homes. The resources within that page can help you develop a sanitization plan for your workplace. You may also consult with the Department of Labor & Industries to ensure that your safety plan meets state and sector-specific requirements. Visit the [L&I website](#) to request a consultation.



If you would like to be removed from the distribution of the Monroe Economic Development Newsletter, please reply and change the subject line to "REMOVE"



## Information Technology

### Department Report June 2020

- IT Strategic plan update. SoftResources is 75% complete with Activity 3 of project plan, which includes:
  - Enterprise system analysis
  - IT department analysis
  - Six year IT strategic plan
- Phase 2 of the project is complete and included:
  - User interviews
  - User surveys
- Preliminary draft of study should be delivered in 2 weeks.
- Department is continuing to support remote work.

# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

## **Partners, Support Services & Prevention:**

### **County Collaboration**

The City of Monroe was invited to participate in the May 14, 2020 meeting of the Homelessness Policy Task Force along with partners in Snohomish County, the City of Everett, the City Edmonds, and other representatives from the community. The Task Force discussed how Federal, State, County, City Government, and social services resources are responding to covid19.

The City is now represented as part of the Partnership to End Homelessness – Continuum of Care. Rachel Adams, the Project Management Consultant, is serving on the communication committee. This opportunity furthers the connection of the City of Monroe with the Snohomish County Human Services Department.

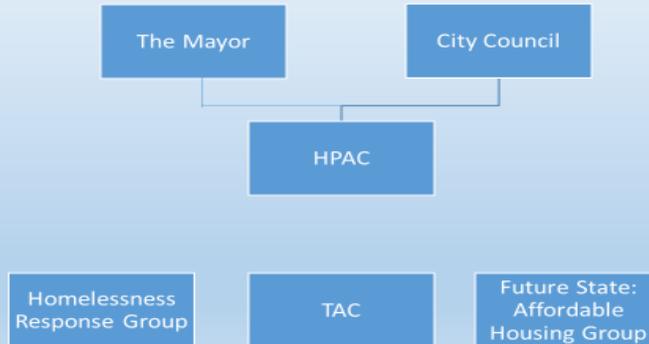
### **TAC**

The TAC team has begun facilitated meetings and is beginning to work out its Vision, Mission, and Values. The TAC has a working draft of *TAC Values: a relational, collaborative, and action-oriented approach to championing equity, empowerment, and learning throughout Sky Valley*. RFP production is beginning as a parallel track to forming the group's Vision, Mission, and Values. The TAC has agreed to move forward with selecting a “quick hit solution” from the HPAC recommended priorities adopted by the City Council: one-stop-shop, day center, rental assistance program, and temporary shelter. Funding awards are tentatively scheduled for the Mayor and Council to review in August.

The City would also like to take a moment to publicly honor and recognize the work of the Homelessness Response Group. The TAC has several members who organized and participate in the Homeless Response Group. The Homelessness Response Group has been meeting for about five years. The Group has laid the foundation for the work being done today. It has been a platform for information sharing, networking, inclusion, and community activism.

# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

## Engagement Flow Chart



### Service Providers and Resources

The service providers continue to meet weekly on a zoom call to share information and resources and have done an incredible job collaborating. Rachel Adams, the City Project Management Consultant has created a google drive to house and store all the shared service provider resources. This is a cloud-based, virtual version of binders and handouts for meetings. This may continue to be a way to share resources with each other even after the covid19 social distancing requirements end. It may also begin a collaboration toward a local shared data system. Below is a current map of where and when services are happening in Monroe during covid19.

### SERVICES EVENT MAP – DURING COVID19

Monday	Tuesday	Wednesday	Thursday	Friday
TTNS Outreach	PM Showers YMCA	Food Bank DT Market – (2 <sup>nd</sup> & 4 <sup>th</sup> )	TTNS Outreach	Food Gleanings at The Rock Church
AM Showers YMCA			AM Showers YMCA	
			Food Bank Deliveries	
			MPD Outreach Team	



# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

The City sent out a new resources flyer in the June utility bill to share where to get help and ways to volunteer in the community.



The City partnered with the McKinney-Vento and the Prevention Specialist with the Monroe School District to advocate for mental health and had a meeting with the CEO of Compass Health to dispel concerns that the Monroe Compass Health location was closing. The City discovered that the intent is to switch continuing service over to telehealth with limited outpatient locations.

# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

## CFSC Grant and Response to Homelessness During Covid19

The City has distributed the \$10,000 grant funds from the Community Foundation of Snohomish County to assist in responding to those experiencing homelessness and poverty in our community. This money provided:

- The reopening of the YMCA showers program,
- Three separate housing assistance awards to local service providers,
- 100 PPE kits, food to be used for homeless specific needs
- Outreach, a laundry certificate program that also supports one of our local businesses the Monroe Laundry Company.



## MONROE LAUNDRY SERVICE

"I just want to share a little story with you all: When I went out with the SAFE Teams I got to meet a gentleman named S. who is new to our area and newly experiencing homeless. He was the first of several that listed Laundry as a service they were having a hard time accessing.

We were able to provide 100 PPE Kits from the grant funds we received from the Community Foundation of Snohomish County to go out with the SAFE Teams and to be distributed by agencies to people experiencing homelessness and poverty in Monroe. The PPE Kit assembly came in below my estimate for the scope of work and we had a remainder of about \$250. With the permission of the Community Foundation, we were then able to reassign that amount to providing laundry services. These services are now being contracted with the Monroe Laundry Co. to provide laundry services and remit the bill to the City using Laundry Certificates.

I got to have the experience of handing the very first Laundry Certificate to S. I let him know how it worked and that it being available as a service was a direct result of his feedback. Oh my gosh...he sobbed, he had an empowered moment and said something about the how now his old landlord could "finally see he did know something".... his gratitude was genuine and overwhelming.

I am so humbled to have been able to share that moment with him. I got a little way around the corner and shed some tears of my own. A great deal of behind the scenes time and work and support went into that moment of which the dedication of the HPAC is also a part of. I needed to bring that part back and share it with you and just say from the bottom of my heart: Thank you for blessing him and for graciously allowing me to be there." Rachel Adams – Project Management Consultant.

# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

## Housing & Public Safety:

### **Congregations for the Homeless Model Exploration**

One of the recommendations of the HPAC and priorities that the TAC is reviewing is Monroe's need for a shelter. Currently Monroe has the Monroe Women's Gospel Mission and a Monroe Cocoon House, but there is not a shelter for single men who are most of our homeless population seen in encampments and living in cars.

Monroe's Cold Weather Shelter operates seasonally and is open on the nights that are forecasted to drop below Freezing. It is a partnership between one of Monroe's Churches and the Medical Reserve Corps. The Cold Weather Shelter is financially managed in partnership with Take the Next Step. This past season the Cold Weather Shelter was open 25 nights and saw a total of 38 unduplicated visits on the nights that they were open. Of these 38 unduplicated visits 19 stayed 10 nights or more. From this data we estimate 10 -15 men in Monroe would utilize a year-round shelter and associated services in Monroe.

The City has been meeting with a group of local Clergy and sharing with them a model for expanding our current cold weather shelter into a year-round rotating model following the Congregations for the Homeless (CFH) model out of Bellevue Washington <https://www.cfhomeless.org/year-round-shelter/>. CHF has been successfully operating in Bellevue for the past 28 years. They have three programs that include outreach & a low barrier day center, a higher barrier rotating shelter with case management services and a path toward exiting into housing, and they also have a subsidized housing program. CFH has been consulting with the City and the local Clergy.

There seems to be enough interest and support to begin planning out a Monroe model. City staff has begun to draft the program proposal that includes budgeting, staffing, and scheduling. The City Project Management Consultant is reaching out to the County and State to learn about potential grant funding to assist in the expansion of the cold weather shelter.

The City is consulting with the city attorney to determine if this model will meet the Boise test.

# Homelessness Policy Advisory Committee Implementation Work Report – May 2020

## **Policy & Budget:**

### **City Code**

The Project Management Consultant reviewed the interim Temporary Encampment Code with the Community Development department

### **HPAC**

On (date) the City presented an update to the HPAC committee on progress since the recommendations being adopted by resolution on implementation. Rachel Adams HPAC Update: [https://us02web.zoom.us/rec/play/vMB-dr-g\\_Gg3GtLE5QSDCvR7W9S8e6-sh3RNqfFbnkfhV3ZWZ1XzNbFAN-Z7Yz9FmoF2iyRe2iIY00C0?autoplay=true&startTime=1590776920000](https://us02web.zoom.us/rec/play/vMB-dr-g_Gg3GtLE5QSDCvR7W9S8e6-sh3RNqfFbnkfhV3ZWZ1XzNbFAN-Z7Yz9FmoF2iyRe2iIY00C0?autoplay=true&startTime=1590776920000)

### **Community Human Services Advisory Board (CHSAB)**

The City staff are preparing a resolution for council consideration to establish the HPAC as a standing committee and renaming it the Community Human Services Advisory Board (CHSAB). The new name broadens the committee's mission to consider policies that affect community members who are experiencing homelessness, who are at risk of becoming homeless, who are experiencing poverty, or are adversely impacted by a crisis.

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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**2020 HPAC Action Plan - Gantt Map Chart (X = Started O = Not Started) (CV – On hold due to Coronavirus)**

<b>A. Housing</b>												
Emergency Shelter and Transitional Housing (Crisis Housing, Rapid Rehousing and Permanent Supportive Housing)	O	O	CV	CV	X							
Evaluate Property Units			X	O	CV							
Negotiate Lease – Master Leasing				O	O							
Write RFP and Secure Program Manager through RFP				CV	O							
Develop criteria with TAC	O	O	CV	CV	X							
Provide Rental Assistance through RFP	O	O	O	X	X							
Establish Sky Valley Housing Consortium	X	O	CV	X	O							
Inventory Surplus Property			X	X	X							
Identify Housing Needs	O	X	X	X	X							
Work with TAC to identify partners and available funding		X	X	X	X							
<b>B. Partners</b>												
Form a TAC	X	X	X	CV	X							
Identify non-profit stakeholders and partners	X	X	X	X	X							
Determine shared mission and vision		O	O	O	X							
Evaluate needs and resources for one-stop shop			X	CV	O							
Write scope of work for RFP for one-stop shop				CV	O							
Establish Transportation service between Sky Valley and Everett	O	O	O	O	O							
Evaluate transportation needs with partners	X	O	O									
Evaluate existing transportation contracts with non-profits	X	O	O									
Apply for Transit Go (grant) program			X	X	O							
Provide information about services to remain housed, financial training, and incentives for businesses to hire employees with entry level skills, information about mental and behavioral health services	O	O	O	X	X							

	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	O	O	CV	CV	O							
<b>C. Prevention</b>												
Educational Campaign (Enviroissues Contract)	X	X	X	X	X							
Develop education and outreach communication plan	X	X	X	X	X							
Educate Property Owners about laws, enforcement, trespass – Chamber of Commerce &		O	O	CV	X							
Educate public about aggressive panhandling, property crime,		O	O	CV	O							
Educate public about safety regarding vigilantism and		O	O	CV	O							
Develop and implement Block Watch Program – residential and business buy in/ education/					X							
Develop working relationship with McKinney Vento liaison at				X	X							
Identify needs of homeless families	O	X	X	X	X							
Work with McKinney-Vento Family Liaisons in the Monroe School District to distribute flyers of local and county services for homeless students and families and encourage MSD to post flyers on school			X	X	CV							
<b>D. Public Safety</b>												
Implement law enforcement strategies	O	O	O	X	X							
Review Solicitation Regulations		O	O	CV								
Evaluate Bail Fees				CV	O							
Develop and implement Block Watch Program – residential and business buy in/ education/					X							
Continue Embedded Social Worker Program	X	X	X	X	X							

	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020
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Police Department (Existing Program)	X	X	X	X	X							
Public Defender (New level of services)			X	X	X							
Install Cameras in Parks	O	O	O	O	O							
Collect data on court cases. Determine with Monroe Municipal Court the costs/benefits of community												
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	O							
Develop scope of work with TAC	X	X	CV	CV	O							
Issue RFP			CV	CV	O							
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	O							
Provide facilities and funding for non- profits	O	O	CV	X	X							
Work with Take the Next Step and Volunteers of America to designate a family resource center and/or services in Monroe			O	O	O							

**F. Policy & Budget**

Define 2021 Work Plan, Priorities, and implementation												
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												

	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												



# MONROE THIS WEEK

June 19, 2020 • Vol 6/Edition 23

## Save the Date!

MONROE HIGH GRADUATION CEREMONIES

# June 19 & 20

*Thank you for reading Monroe This Week.*

*This week's edition provides details on the City's Monroe CARES Grant Program, festivities honoring the Class of 2020, a free Wood Chipping Event, the upcoming reopening of the Sky Valley Food Bank, an extension of the Downtown Permit Fee Waiver, a Joint Statement by myself and the City Council, local recognitions of Juneteenth and Father's Day, and an update on the City's year-to-date fiscal status.*



*Please contact me with any and all feedback regarding the articles below. I can be reached at [gthomas@monroewa.gov](mailto:gthomas@monroewa.gov).*

*Yours in Service,*

Mayor Geoffrey Thomas

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## CITY ANNOUNCES MONROE CARES GRANT PROGRAM

On Wednesday, June 17, the City announced the establishment of the Monroe CARES grant program to disburse \$110,000 in CARES Act funds to businesses and non-profits affected by the COVID-19 crisis. The program will disburse funds through two grant programs: The Small Business Relief Grant will make available \$60,000 for Monroe businesses, and the Community Relief Grant will make available an additional \$50,000 for non-profit organizations that serve Monroe's most vulnerable residents.



Our highest priority right now is getting our entire community back up and running as quickly as possible and as safely as possible. Providing support to our local businesses and non-profit agencies, and ensuring the availability of products and services for all Monroe residents will help us get there.

Guidelines, eligibility information, and the application for the Small Business Relief Grant can be found on the [grant website](#).

Community Relief Grant guidelines and eligibility criteria are under development and will be announced in early July.

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## WEEKEND OF FESTIVITIES TO HONOR CLASS OF 2020

With Snohomish County now in Phase 2, Monroe High School is able to move forward with individual in-person graduation ceremonies for the Class of 2020, beginning today. Participating seniors were assigned a one-hour slot today, June 19, between 4:00 p.m. and 7:30 p.m., or tomorrow, June 20, between 10:00 a.m. and 4:00 p.m. Graduates may arrive at the high school, dressed in their caps and gowns, with up to 10 family members in their vehicles. Seniors will be cleared individually to exit the vehicle and walk across the graduation stage. The graduate's name will be read over a microphone, and they will have the opportunity to stop at a designated place on the stage for pictures with their diploma cover and to turn their tassel. For further details on the graduation ceremonies and the required social distancing guidelines, visit the Monroe School District [website](#).



Yesterday evening, June 18, our community recognized and celebrated the Class of 2020 with a car parade through Downtown Monroe. Beginning at the YMCA, the parade of vehicles progressed down Frylands Blvd. before turning

on Main Street and passing through the downtown area. Monroe Police supported the parade by providing lead vehicles to direct the pace of the parade and ensure the safety of the parade route.

Congratulations to the Monroe High School Class of 2020!

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## PROTECT YOUR HOME BY REDUCING YOUR WILDFIRE RISK

Snohomish County Emergency Management and Fire District 7 are jointly hosting a Wood Chipping Event tomorrow, June 20, between 10:00 a.m. and 4:00 p.m. at Fire Station 31 here in Monroe. This community event is an opportunity for residents of Fire District 7 to have their tree limbs and brush (six inches or less in diameter) chipped free of charge by a professional chipping service. Cleaning up tree limbs and brush can help protect your home by reducing your wildfire risk. Please review the [event flyer](#) for accepted materials and additional event information.



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## FOOD BANK FACILITY RE-OPENING TO PUBLIC JULY 1

The Sky Valley Food Bank has announced it will reopen its facility and resume direct public service on July 1. The Food Bank will implement an open market shopping style, mostly outside, so appropriate dress and umbrellas on rainy days are encouraged. Service hours will be Mondays between 9:00 a.m. and 11:30 a.m., and Wednesdays between 4:00 p.m. and 6:00 p.m. To maintain social distancing, appointments are required and can be made [online](#). The Food Bank maintains a [Frequently Asked Questions](#) section on its website detailing social distancing guidelines and other details of the open market.



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## DOWNTOWN FEE WAIVER PROGRAM EXTENDED

Based on the City of Monroe Downtown Master Plan, the City has taken action to support private investment in downtown, to create an attractive and unique place for people to shop and dine, and to create community space for events. While permits are still needed, to encourage private investment in Downtown Monroe, the City had enacted a waiver of permit fees in the [Downtown Planning Area](#), which was to expire this month. To continue to encourage private investment, especially in light of the COVID-19 outbreak, earlier this year the City Council extended the waiver for one year. Permit fees are currently waived through June 14, 2021. A [brochure](#)

## DOWNTOWN PERMIT FEE WAIVER

is available detailing our downtown and the fee waiver program. I encourage anyone considering investment in downtown to review the brochure and to utilize the contact information found inside for the City's Permit Center and Economic Development Specialist to learn about opportunities in the area. Additional information is also available on the City's Economic Development [website](#).

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## CITY COUNCIL ISSUES JOINT STATEMENT CONDEMNING AND STANDING AGAINST RACISM

As I shared in a recent edition of *Monroe This Week*, I issued a Proclamation in conjunction with the Justice March for George Floyd organized by Isaiah and Caleb Cole. At its June 9 Business Meeting, the Monroe City Council voted unanimously to support this message as an official [Joint Statement](#). Together, the City Council and I promise to:



1. Condemn and stand against racism, discrimination, and hatred; and
2. Better understand and acknowledge those privileges we encounter while others do not, simply because of heritage, background, and experiences; and
3. Enforce accountability, fairness, equity, and justice in the court and all departments at the City of Monroe, including within our Police Department; and
4. Listen and learn about how we can do better and how our community can do better to embrace, support, and lift up people who are discriminated against and marginalized; and
5. Promote and embrace diversity, equity, inclusiveness, and justice for everyone in our community and beyond.

I ask you and others in our community to hold us to these promises, to be partners with us, and for others to realize needed change and reform.

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## CITY RECOGNIZES JUNETEENTH TODAY, JUNE 19

On Tuesday, June 16, I issued a [Proclamation](#) recognizing Juneteenth here in the City of Monroe. On January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States. Word of the signing of the Emancipation Proclamation was



delayed in reaching authorities and African Americans in the South and Southwest by some two and a half years, to June 19, 1865. This date is now recognized nationally as the oldest known public celebration of the end of slavery in the United States. I encourage you to read the full text of the Proclamation, and to become more familiar with the significance of this celebration in African American history and in the heritage of our nation and

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## CITY CELEBRATES FATHER'S DAY SUNDAY, JUNE 21

Today I issued a [Proclamation](#) recognizing this Sunday, June 21, as Father's Day. This holiday is dedicated to honoring remarkable men who strive and sacrifice to encourage us to reach great heights and support us no matter the challenges we face. We celebrate the men who raised us, who love us unconditionally, and who set us on the road to success. I encourage you to read the full text of the Proclamation, and to give thanks for, honor and express love to fathers everywhere, who support us, mentor us and act as role models.

**HAPPY  
FATHER'S  
DAY**

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## UPCOMING CITY COUNCIL MEETING

The City Council will meet in a Regular Business Meeting on Tuesday, June 23, 2020. The meeting will be held via the Zoom remote meeting platform and participation information will be posted with the June 23 agenda.

[Council Agendas/Minutes](#)

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## YEAR TO DATE COMPARISONS

Curious about some of the City's major revenue streams? Don't have time to read through the entire budget? [Here](#) are a few of the City's revenue year-to-date numbers along with their prior year comparisons. If you would like further information, please contact the Finance Department at 360-794-7400 and reference *Monroe This Week*.

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## 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)





# Proclamation

WHEREAS, Amateur Radio Operations are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and

WHEREAS, the amateur radio station has a critical communications link in the event of disaster and volunteer radio operators provide situational awareness to emergency managers during and after a disaster; and

WHEREAS, amateur radio operators have demonstrated their value in public assistance by providing free radio communications for positive community and charitable events; and

WHEREAS, the City of Monroe recognizes and appreciates the diligence of these amateur radio operators; and

WHEREAS, the American Radio Relay League is the largest organization for amateur radio in the United States of America; and

WHEREAS, the American Radio Relay League Amateur Radio Field Day will take place on June 27, 2020 and is a 24-hour emergency preparedness exercise and demonstration of radio amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required.

NOW THEREFORE, I, Geoffrey Thomas, do hereby proclaim June 22-28, 2020 as

## AMATEUR RADIO WEEK

and I encourage residents and businesses to join me in thanking Amateur Radio Operators for their service.

  
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Geoffrey Thomas, Mayor