MONROE CITY COUNCIL

Special Business Meeting
Tuesday, September 9, 2025, 7:00 PM
Monroe City Hall at 806 West Main Street and
Zoom Online Meeting Platform

Mayor
Geoffrey Thomas

Councilmembers
Heather Fulcher, Mayor Pro Tem; Jason Gamble; Kevin Hanford Kirk Scarboro; Kyle Fisher; Tami Beaumont; & Jacob Walker

1. CALL TO ORDER

1.1. Meeting Participation Information:
Pursuant to Council Rules of Procedure and the 2022 Open Public Meetings Act update, the Monroe City Council meeting will be held in a hybrid format. Councilmembers, staff and members of the public may participate in Monroe City Council meetings both in-person and remotely.

In-person:
Monroe City Hall
806 West Main Street
Monroe, WA 98272

Join Zoom Meeting:

- **NOTE:** If you are directed to a page that states "Webinar has expired", please input the Meeting ID, listed above, on the error page and you will be admitted into the meeting.
- Click link: https://us02web.zoom.us/j/81494331511
- Dial in: (253) 215-8782
- Meeting ID: 814 9433 1511

* Please note that this meeting will be one of the first regular meetings in the City's new City Hall and Council Chambers, and that the audio/video capabilities of the new facility may not be fully operational. For this reason, the City cannot guarantee that streaming and/or remote participation for the meeting will be available. Persons wishing to attend and/or otherwise observe the meeting in its entirety are encouraged to attend in person. We apologize for any inconvenience.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

3.1. Mayor Thomas

4. PUBLIC COMMENTS

(This a time for people to speak to the City Council in person on issues related to the City of Monroe, except those issues subject to a public hearing. When invited to speak, please approach the podium and state your name and association with the City or area of residence. The timer will then be started. Each speaker is limited to 3 minutes.)

Public comment is a limited public forum. Oral public comment is limited to in-person comment only. Written comments can be emailed to cityclerk@monroewa.gov and must be received by 4:00 p.m. the day of the meeting for advanced distribution to City Council. Written comments received at the council meeting will be distributed to council at the council meeting. Pursuant to Council Rules of Procedure, written comments will not be read into the record.

5. ANNOUNCEMENTS/PRESENTATIONS

5.1. Proclamation: Childhood Cancer Awareness Month - *Mayor Thomas* 6
Proclamation: Childhood Cancer Awareness Month

5.2. Proclamation: Hydrocephalus Awareness Month - *Mayor Thomas* 7
Hydrocephalus Awareness Month 2025

6. PUBLIC HEARING

6.1. 2025-2026 Comprehensive Plan Amendment Docket Selection - *Amy Bright* 8 - 118
Agenda Bill - 2025-2026 Comprehensive Plan Amendment Docket Selection - Pdf

7. EXECUTIVE SESSION

7.1. Potential Litigation pursuant to RCW 42.30.110(1)(i)

8. CONSENT AGENDA

8.1. July and August 2025 Payroll Claims - *Julie Elsom* 119 - 121
Agenda Bill - July and August 2025 Payroll Claims - Pdf

8.2. AP ACH Claims Approval - *Julie Elsom* 122 - 183
Agenda Bill - AP ACH Claims Approval - Pdf

8.3. Monroe City Council Meeting Minutes of July 22, 2025 - *Jodi Wycoff* 184 - 188
Agenda Bill - Monroe City Council Minutes 07/22/2025 - Pdf

8.4. 189 - 197

Award of Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Grant Funds - *Liam McKorkle*
Agenda Bill - OPD Grant Award - Pdf

8.5. Participation in the Latest Opioid Settlement Agreements: Purdue Pharma and Generic Manufacturers - *Deborah Knight* 198 - 335
Agenda Bill - Opioid Settlement Agreement with Purdue Pharma and Generic Manufacturers - Pdf

8.6. Past Due Utility Accounts - *Julie Elsom* 336 - 344
Agenda Bill - Past Due Utility Accounts - Pdf

8.7. Authorize Mayor to Sign Contract (2025-073) with Facet NW, Inc. for the Urban Forest Management Plan and Street Tree Inventory Project - *Megan Darrow* 345 - 373
Agenda Bill - Authorize Mayor to Sign Contract (2025-073) with Facet NW, Inc. for the Urban Forest Management Plan and Street Tree Inventory Project. - Pdf

8.8. Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Explore Monroe Digital Marketing - *Katie Darrow* 374 - 388
Agenda Bill - Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Explore Monroe Digital Mar - Pdf

8.9. Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Placer.ai Co-op Membership - *Katie Darrow* 389 - 403
Agenda Bill - Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Placer.ai Co-op Membership - Pdf

9. UNFINISHED BUSINESS

9.1. Ord. 017/2025 code revisions to Monroe Municipal Code (MMC) Title 9 Park Code - *Jakeh Roberts* 404 - 421
Agenda Bill - Ord. 017/2025 Code Revisions - MMC Title 9 Park Code - Pdf

9.2. Republic Services Contract - Response to labor disruption event and review of contract status - *Megan Darrow* 422 - 430
Agenda Bill - Republic Services Contract Status - Pdf

10. NEW BUSINESS

10.1. Ordinance 019/2025 Granting a Non-Exclusive Franchise Agreement with Intermountain Infrastructure Group; First Reading - *Liam McKorkle* 431 - 527
Agenda Bill - Ordinance 019/2025 - Pdf

10.2. Ordinance 018/2025 amending MMC 5.02 Business Licenses - *Leigh Anne Barr* 528 - 537
Agenda Bill - Ordinance 018/2025 - Business License Code Amendments - Pdf

10.3. Proposed Amendments relating to Permit Processing and WA Senate Bill 5290, Local Permitting - *Kate Tourtellot* 538 - 660
Agenda Bill - SB-5290, Local Permitting - Pdf

10.4. Davis Notice of Intention to Commence Annexation; Initial Meeting - *Amy Bright* 661 - 728
Agenda Bill - Davis Notice of Intention to Commence Annexation; Initial Meeting - Pdf

11. COUNCILMEMBER REPORTS

12. STAFF/DEPARTMENT REPORTS

12.1. Police Department June & July 2025 Reports - *Jeff Jolley* 729 - 735
Agenda Bill - Police Department Reports - June & July 2025 - Pdf

12.2. Community Development July 2025 Report - *Lance Bailey* 736 - 743
Agenda Bill - Community Development July 2025 Monthly Report - Pdf

12.3. Human Services June and July 2025 Report - *Rachel Adams* 744 - 762
Agenda Bill - June and July 2025 Human Services Work Report - Pdf

13. MAYOR/ADMINISTRATIVE REPORTS

13.1. City Administrator Report: Extended Agenda - *Deborah Knight* 763
Extended Agenda

13.2. City Administrator Report - *Deborah Knight*

13.3. Mayor's Report - *Mayor Geoffrey Thomas* 764 - 804
MTW Volume 11 Edition 28
MTW Volume 11 Edition 29
MTW Volume 11 Edition 30
MTW Volume 11 Edition 31
MTW Volume 11 Edition 32
MTW Volume 11 Edition 33
MTW Volume 11 Edition 34

14. EXECUTIVE SESSION

14.1. Potential Litigation pursuant to RCW 42.30.110(1)(i)

15. ADJOURNMENT

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

Proclamation

Recognizing the Month of September 2025 as Childhood Cancer Awareness Month

WHEREAS, cancer remains the leading cause of death by disease among children in the United States, with nearly 15,000 children under the age of 19 diagnosed each year; and

WHEREAS, approximately 1 in 285 children in the United States will be diagnosed with cancer before their 20th birthday, and 1 in 5 of those diagnosed will not survive; and

WHEREAS, survivors often face lifelong health issues caused by the harsh treatments used to combat pediatric cancers, including secondary cancers, organ damage, and cognitive impairments; and

WHEREAS, Julian, a local Monroe resident, was just 9 years old when he was diagnosed with Wilms tumor, a rare childhood kidney cancer. Thanks to immediate intervention, extensive surgery, and chemotherapy, Julian is now 10 years cancer-free. His story is one of resilience, hope, and the power of early detection and support; and

WHEREAS, childhood cancer affects families in every community and requires increased awareness, funding, and community support to improve outcomes and quality of life for children and families impacted by cancer; and

WHEREAS, organizations, families, medical professionals, and volunteers at the local and national level are working tirelessly to raise awareness, support research, and provide emotional and practical support to affected families;

NOW THEREFORE, I, Mayor Geoffrey Thomas, and the City Council of the City of Monroe, Washington, do hereby recognize the month of September 2025 as

CHILDHOOD CANCER AWARENESS MONTH

and encourage the community to learn more about childhood cancer, remember community members we have lost, and support ongoing efforts toward cures and healing.

Geoffrey Thomas, Mayor

Proclamation

Recognizing the month of September 2025 as Hydrocephalus Awareness Month

City of MONROE WASHINGTON

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

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

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

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

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

NOW THEREFORE, I, Mayor Geoffrey Thomas, and City Council of City of Monroe, Washington, do hereby recognize the month of September 2025 as

HYDROCEPHALUS AWARENESS MONTH

and encourage the community to join us in this worthy observance.

_____

Geoffrey Thomas, Mayor

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Amy Bright, Planner
Department: Community Development

SUBJECT: 2025-2026 Comprehensive Plan Amendment Docket Selection

PREVIOUS DISCUSSION:
None.

PUBLIC HEARING(S):
September 9, 2025

REQUESTED ACTION:
Move to place the docket request on the 2025-2026 Final Docket.

POLICY CONSIDERATIONS:
Annual Comprehensive Plan Amendment Proposal
The purpose of this item is to bring forward to the City Council the proposed amendments to the City of Monroe Comprehensive Plan and to decide which items will be placed on the 2025–2026 Comprehensive Plan Docket.

Background
In accordance with RCW 36.70A.130(2)(a) and pursuant to Chapter 22.74 MMC, Comprehensive Plan Amendments, the City accepts proposals for Comprehensive Plan amendment applications from interested parties on an annual basis.

Applications for amendments may be submitted year-round; however, only those applications received prior to the last working day in July are considered for that year's amendment cycle. This allows the City Council to analyze the cumulative effects of all proposed amendments for consistency with and the aggregate impacts on the remainder of the Comprehensive Plan in compliance with the Growth Management Act.

Staff submits all proposed amendments received prior to the last working day in July to the City Council for review. Upon receipt of applications, the City Council holds a public hearing to select those proposed amendments to be placed on the docket for further consideration.

DESCRIPTION/BACKGROUND:
Purpose

The purpose of this agenda item is to bring forward, to the City Council, items that are proposed as amendments to the City of Monroe Comprehensive Plan and determine which items will be placed on the 2025–2026 Comprehensive Plan Docket.

Process Overview

In accordance with RCW 36.70A.130(2)(a) and Chapter 22.74 MMC, the City accepts proposals for Comprehensive Plan amendments from interested parties on an annual basis.

Applications received by the last working day in July are considered for that year's amendment cycle. This process allows City Council to analyze the cumulative effects of all proposed amendments for consistency with the Comprehensive Plan and Growth Management Act.

The docket application period for the 2025–2026 cycle was open from April 30, 2025, through July 31, 2025, and was published in the Everett Herald on May 6, 2025, and June 14, 2025. All requests must be presented to the City Council at a public hearing for consideration to be placed on the Final Docket. Placement on the docket indicates the application warrants in-depth review but does not imply approval.

2025–2026 Comprehensive Plan Amendment Proposals

Two proposals have been submitted for consideration during the 2025–2026 docket cycle:

1. **City-Initiated Comprehensive Plan Amendment**
    - Future Land Use Map (FLUM) amendments: 1. Amend the FLUM include a recently expanded area of the Urban Growth Area (UGA) and update future land use designations, and 2. map corrections from the 2024 update process and citywide rezone.
    - Reconciliation of 2044 population, housing, and employment estimates for the unincorporated areas of the Monroe UGA
2. **Public-Initiated Text Amendments**
    - Snohomish County Public Utility District (PUD) Text Amendments: Remove text references to "FirstAir Field" in anticipation of the repurpose of the airport.

Process Timeline

As outlined in MMC 22.74.010, the docketing process generally follows this timeline:

- **May–June**: Call for annual Comprehensive Plan amendment proposals.
- **July**: Deadline for submittals.
- **August–September**: Council holds a public hearing to determine docket placement.
- **September–October**: Staff begins review of selected proposals, including SEPA review.
- **November–March**: Planning Commission reviews proposals through public meetings and hearings.
- **April**: Planning Commission holds final hearing and makes recommendation to Council.
- **May**: Council holds first reading of ordinance; draft is transmitted to the Department of Commerce for 60-day review.
- **July**: Council takes final action on plan amendments.

Next Steps
Staff will analyze the proposed amendments placed on the Final Docket, forward them through Planning Commission review, and return to City Council for final decision.

Attachments
Public Initiated
1. 20250728 Public Initiated Comprehensive Plan Amendment Application
2. First Air Field Comp Plan Amendment Narrative 20250730 Final
3. Frist Air Field Comp Plan Appendix II Part A and B 20250730 final
4. Kate Tourtellot email
5. SEPA First Air Field Comp Plan 2025 20250730 Final

City Initiated
6. Application with Exhibits

FISCAL IMPACTS:
None.

TIME CONSTRAINTS:
RCW 36.70A.130(2)(a) allows revisions of the Comprehensive Plan to be considered no more than once every year. MMC 22.74.010 further defines the annual Comprehensive Plan update process beginning with a call for proposals in May or June of each year and ending with final action in July of the following year.

ALTERNATIVES TO REQUESTED ACTION:
1. Move to request staff to provide more information on the docket requests and continue the public hearing to the next Council Meeting; or
2. Move to not place the docket request on the 2025-2026 Final Docket.

ATTACHMENTS:
20250728 Public Initiated Comprehensive Plan Amendment Application
First Air Field Comp Plan Amendment Narrative 20250730 Final
Frist Air Field Comp Plan Appendix II Part A and B 20250730 final
Kate Tourtellot email
SEPA First Air Field Comp Plan 2025 20250730 Final
FLUM Map Amendments Application with Exhibits
_Public Hearing Process_Rules of Order

CITY OF MONROE

Community Development Department
806 West Main Street
Monroe, WA 98272
Phone: (360) 794-7400
Fax: (360) 794-4007

Public-Initiated Comprehensive Plan Amendment Application and Requirements

OFFICE USE ONLY

Date Received:_____ Application Number:_____

Received By:_____ Complete Application Date:_____

Fee Paid (date/time):_____ Zoning of Site:_____

Zoning of Adjacent Property: (North)_____ (South)_____

(East)_____ (West)_____

Comp Plan Designation:_____ Comp Plan Adjacent Property:(North)_____

(South)_____ (East)_____ (West)_____

REQUIRED MATERIALS FOR A COMPLETE APPLICATION ARE:

- ☒ (1) Original plus 4 copies of the completed application (Pages 1, 2, & 3)
- ☒ Appendices (See Page 4)
  - ☒ Appendix I – Describe proposal; one (1) original plus 4 copies.
  - ☒ Appendix II – Answer Parts A & B; one (1) original plus 4 copies.
  - ☒ Appendix III – Environmental (SEPA) checklist with supporting reports as required, one (1) original plus 4 copies, if applicable.
  - N/A ☐ Appendix IV – Legal description/proof of ownership. Provide a current title report; one (1) copy dated within 30 days of application, if applicable.
- N/A ☐ (1) copy of Vicinity and Site Plan Maps (*Only required for site specific proposals*)
- ☐ Fees – Refer to the latest fees resolution to determine cost of application.
- N/A ☐ (2) sets of mailing labels for land use map amendments for those properties within 500 feet of the subject property. (See Public Notice Material hand out attached)

OFFICE USE ONLY

Planning Application Fee:	$_____	Publication Fee:	$_____
Fire Plan Check Fee:	$_____	Mailing Fee:	$_____
SEPA Fee:	$_____	Technology Fee:	$_____
		TOTAL FEES:	$_____

Public-Initiated Comprehensive Plan Amendment Application

Type of Application (*Check all that apply.)*

- [x] Change of goals, policies & implementation measures
- [ ] Change to future land use map
- [ ] Change of Urban Growth Boundary (in conjunction with request to Snohomish County).
- [x] Change to an element of the Comprehensive Plan *(Transportation, Parks, Land Use, etc.)*
- [ ] Technical Corrections *(Terminology, References, etc.)*

1. Application Information

A. Name of Applicant: Doug Wilson / Snohomish County PUD

Signature: Doug Wilson

Home Address: 2320 California Street

City and Zip Code: Everett, WA 98201

Email address: DRWilson@snopud.com Phone: 425.783.8078

Mailing Address *(if different):* PO Box 1106

City and Zip Code: Everett, WA 98206

B. Name of Owner*(If different)*: N/A

Signature: _____

Home Address, City and Zip Code:

_____

_____(Phone #)_____

Mailing Address *(if different):*

_____

City and Zip Code: _____

NOTE: A PROPERTY OWNER is any person, corporation or financial institution that has ownership of all, a portion of, or percentage of, a property shown on the title certificate for said property. If additional property ownership is involved, attach additional names, addresses and signatures to this page.

Public-Initiated Comprehensive Plan Amendment Application

2. Location of Property *(If applicable)* N/A - This proposal is not project specific

A. Section_____ Township_____ Range_____

3. Legal Description(s) - Property Information *(If applicable)*

A. Tax Account Number(s):_____

_____

B. Size of **entire** site (acres/square feet):_____

C. Comprehensive Plan Designation:_____

_____

D. Current Use of Property:_____

E. Describe physical characteristics:_____

_____

_____

_____

_____

_____

_____

_____

F. Sensitive Areas (wetlands, steep slopes, etc.):_____

_____

_____

_____

_____

_____

_____

_____

Applications will be accepted Monday through Friday
8:00 am – 12:00 pm & 1:00 pm – 5:00 pm

Public-Initiated Comprehensive Plan Amendment Application

COMPLETE THE FOLLOWING APPENDICES AND PROVIDE THE NUMBER OF COPIES INDICATED ON THE CHECKLIST (Page 1).

APPENDIX I

Provide a type written description of the proposal including any relevant background material. The proposed amendment application shall consist of at least the following information, and consistent with the Public Initiated Comprehensive Plan Amendment Application and Submittal Checklist:

1. A description of the proposal, including any relevant background material;
   1.a. If a request to amend the Comprehensive Plan Land Use Map is approved for consideration during the review cycle, staff may require additional information to be submitted including, but not limited to, an environmental review, traffic study, and utilities analysis.
2. Reference to the element(s) of the comprehensive plan that is proposed for amendment;
3. Proposed amendment language, when applicable;
4. An explanation of why the amendment is being proposed;
5. A description and/or map of the property affected by the proposal;
6. The appropriate fee, as listed in the Fees Resolution in place at the time of application submittal

APPENDIX II

Part A

The Planning Commission will provide a recommendation to the City Council whether the proposed amendment should be considered for further review based on the following criteria:

1. Consideration of the previous record if the amendment was reviewed and denied during a previous amendment review cycle;
2. The proposed amendment advances goals and policies of the comprehensive plan;
3. The proposed amendment is consistent with the goals and regulations of the Growth Management Act;
4. The relationship of the proposed amendment to other City codes and regulations; and
5. The cumulative effect(s) of the proposed plan amendment(s).

Part B

A comprehensive plan amendment may be approved or approved with modifications:

1. Each amendment:
   a. Shall not adversely affect public health, safety, or welfare in any significant way;
   b. Shall be consistent with the overall goals and intent of the comprehensive plan;
   c. Shall be in compliance with the Growth Management Act and other State and Federal laws; and
   d. Must be weighed in light of cumulative effects of other amendments being considered.

2. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:
   a. Addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.
   b. Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.
   c. Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.
   d. Is compatible with neighboring land uses and surrounding neighborhoods, if applicable.
   e. Is consistent with other plan elements and the overall intent of the comprehensive plan.

APPENDIX III

Provide a completed and signed Environmental Checklist.

APPENDIX IV

Provide one (1) current Title Certificate and a legal description of the property. A current title certificate is defined as one dated within thirty (30) days of this application.

Public-Initiated Comprehensive Plan Amendment Application (Continued)

Review and Action for Selected Amendments

1. Review of Selected Amendments.

   A. Written Analysis. For each proposed amendment that the Council approves for consideration, the Lead Department, as determined by the Mayor, will prepare a written analysis for the Planning Commission. The analysis will be accompanied by a recommendation that the proposed amendment be approved, denied, or approved with modifications.

      1) If a request to amend the Comprehensive Plan Land Use Map is approved for consideration during the review cycle, staff may require additional information to be submitted including, but not limited to, an environmental review, traffic study, and utilities analysis.

   B. Planning Commission Review. Subsequent to completion of the analysis prepared by the Lead Department and the SEPA Review, the Planning Commission shall conduct one or more public hearings. The Planning Commission shall also solicit comments regarding the proposed amendment from the public and government agencies in any other manner it determines necessary and appropriate to the nature of the proposed amendment and consistent with RCW 36.70A.140.

      Any compelling reasons relied upon to justify adopting an amendment without meeting the above criteria (Appendix I-IV) must be specified in the ordinance adopting the amendment. When an amendment to the Comprehensive Plan also requires a subsequent rezone or amendment to the development regulations, the Planning Commission may consider both concurrently and make a single recommendation to the City Council for consideration with final approval of the Plan.

2. Council Public Hearing and Notice.

   The City Council will review the recommendation of the Planning Commission and may hold a public hearing for the purpose of receiving public comment regarding the merits of proposed amendment(s) that have been recommended by the Planning Commission. Notice of the hearing will be given in the same manner as notice of other City Council hearings pursuant to Title 21 MMC. Written comments may be given by anyone to the City Council regarding proposed plan amendments prior to the end of the public hearing(s).

3. Council Action.

   Upon receipt of a recommendation from the Planning Commission, the City Council shall adopt, adopt as modified, deny, or remand the application(s) to the Planning Commission for further consideration.

Public-Initiated Comprehensive Plan Amendment Application (Continued)

Review and Action for Selected Amendments

4. Map Revisions

   If the City Council approves a change to the Comprehensive Plan Land Use Map and/or Official Zoning Map, the City Council shall adopt an ordinance that amends the official comprehensive plan and/or zoning map, if approved, and authorize the Mayor to sign the revised map(s).

5. Revocation

   The comprehensive plan amendment may be reversed by the City Council outside of the regular amendment period, upon finding of any of the following:

   A. The approval was obtained by fraud or other intentional or misleading representation;

   B. The amendment is being implemented contrary to the intended purpose of the amendment or other provisions of the comprehensive plan and City ordinances; or

   C. The amendment is being implemented in a manner that is detrimental to the public health or safety.

6. Appeals

   State law governs the appeal process of a City Council decision on a comprehensive plan amendment(s).

7. Transmitted to State

   The City DCD will transmit a copy of each proposed amendment of the Plan to the State of Washington Department of Commerce at least sixty (60) days prior to the expected date of final Council action on proposed amendments. The City DCD will then transmit a copy of all adopted amendments to the Department of Commerce within ten (10) days after the adoption by the Council.

PUBLIC NOTICE MATERIALS
COMMUNITY DEVELOPMENT

806 WEST MAIN STREET • MONROE, WA 98272
City Hall 360.794.7400• Fax 360.794.4007

INSTRUCTIONS:

Below is a checklist of items that must be submitted as part of your permit application or land use request as indicated in the Submittal Checklist. Numbers in parenthesis equal the number of copies required. Please use only paper clips and/or binder clips when assembling documents.

These materials must be submitted concurrently with all other required submittals as indicated in the Submittal Checklist.

For your convenience, when requesting these materials from Snohomish County, links to access their request forms are listed below.

Instructions for records requests:

http://snohomishcountywa.gov/1704/Public-Records

Form 1: Record Request
http://snohomishcountywa.gov/DocumentCenter/View/18735
Form 2: Release for List of Individuals
http://snohomishcountywa.gov/DocumentCenter/View/18736

These materials can also be obtained through any Title Company.

SUBMITTAL CHECKLIST :

- ◊ (1) Snohomish County Assessor's Quarter Section Map including the following:
  - ♦ Show Subject Property
  - ♦ Show 500 ft. Boundary
- ◊ (1) Current Owner List (of properties within 500ft. radius) hard copy
- ◊ (1) Current Owner List (of properties within 500ft. radius) submitted electronically in an excel spreadsheet format with the following:
  - ♦ Tax Parcel ID Number(s)
  - ♦ Owner(s) Full Name(s)
  - ♦ Owner(s) Mailing Address(es)
- ♦ Include "Current Resident" & Mailing Address (if property owner doesn't reside at the property)

needed?

We may have these lists as part of SEPA notifications.

DAVID EVANS
AND ASSOCIATES INC.

July 30, 2025

City of Monroe
Community Development Department

RE: Request for Comprehensive Plan Amendments Related to the closure of First Airfield

Review Team,

The property owner of the First Air property proposes to close the airport before the end of 2025. With the closure of the airport, the City's various comprehensive plan sections related to the First Air Field will become obsolete.

To this end the property owner proposes several Comprehensive Plan Amendments. This application only contains text amendments. No site specific amendments are proposed. Because of this, the Snohomish Public Utility District (PUD) is acting as the applicant. Also, since the application does not contain site specific or map amendments, several site specific question on the application form are not applicable. In addition, there is no site from which to take a radius for mailing lables, and there is no site to to associate a title report. Therofre these items are not submitted with this application. We are providing an email from Kate Tourtellot, Planning Manager in which these site specific requirements are waved.

Comprehensive Plan:

- Chapter 3: Land Use Element: Policy 3.1.8

  The proposed amendment removes the following text:

  - ~~Apply appropriate airport overlay zone to area surrounding First Air Field through development standards.~~

- Chapter 4: Transportation Element:
  - Air Transportation , Page 4-13 heading:

The existing text states:
"Aviation in Monroe is accommodated by First Air Field, a privately owned airport adjacent to the Evergreen State Fairgrounds that is available for public use. First Air Field is not listed in the National Plan of Integrated Airport Systems (NPIAS) and according to WSDOT it is classified as a community airport.

Regional and national air travel for Monroe is provided via Paine Field in Everett, located approximately 24 miles west of Monroe. Regional, national, and international travel is provided by Sea-Tac International Airport, located approximately 40 miles southwest of Monroe. There are no changes to air transportation as part of this Plan."

The proposed amendment removes the first paragraph:

~~*"Aviation in Monroe is accommodated by First Air Field, a privately owned airport adjacent to the Evergreen State Fairgrounds that is available for public use. First Air Field is not listed in the National Plan of Integrated Airport Systems (NPIAS) and according to WSDOT it is classified as a community airport.*~~

Regional and national air travel for Monroe is provided via Paine Field in Everett, located approximately 24 miles west of Monroe. Regional, national, and international travel is provided by Sea-Tac International Airport, located approximately 40 miles southwest of Monroe. There are no changes to air transportation as part of this Plan."

- Goal 4.8 and the associated policies Page 4-31

Goal 4.8 and the associated policies are all related to the First Air Field. This section should be removed in its entierety (See text below):

Proposed Amendment:
Remove Goal 4.8 and the associated policies as shown

- ~~Goal 4.8 Provide long term planning support to ensure successful operation of First Air Field.~~
- ~~Policies~~

- ~~4.8.1 Evaluate existing and potential future alternative uses of First Air Field~~
- ~~4.8.2 Use inter-jurisdictional planning to identify goals, policies and development regulations that promote significant regional transportation linkages and multimodal connections between aviation facilities and employment centers, while discouraging incompatible uses around airports.~~
- ~~4.8.3 While First Air Field remains an airport, encourage economic development opportunities and aviation related uses adjacent to airports and promote the efficient mobility of goods and services region-wide while minimizing health, air quality, and noise impacts to communities~~

- Chapter 5, Economic Development Element: Policy 5.4.1.1
    - Policy 5.4.1.1 encourages the City to facility the redevelopment of several properties including the First Air Field. This text should remain in the Comprehensive Plan, but should be changed as follows:

      Complete focused area plans for sites that have potential for infill, repurposing/reuse, or redevelopment. Potential candidates for focused area planning include: Main Street Corridor (between US 2 and 522); Wolfkill properties between Main Street and US 2; Al Borlin Neighborhood and Park; Riverfront sites including the Cadman site; <u>The former</u> First Air Field <u>site</u>; Evergreen Fairgrounds; remaining un-/under-developed properties in the Fryelands Industrial District; healthcare/hospital properties; properties owned by the School District and other public agencies; or other catalyst commercial, housing, and employment sites that may become available.
- Chapter 8, Capital Facilities Element, Table 8.2 – ESSENTIAL PUBLIC SERVICES AND FACILITIES
    - Remove First Air Field from the Essential Public Facilities Inventory
      See proposed edit below:

Table 8.2 – ESSENTIAL PUBLIC SERVICES AND FACILITIES

Public Service Facility	Provider and Boundary Extension	Description
Monroe Correctional Complex	Washington State Department of Corrections (DOC)	According to the DOC, the capacity for the complex is 2,436 incarcerated adults but averaged 2,467 adults between 2015 and 2020. That number decreased to approximately 1,500 inmates in 2022.
Water	City of Monroe, Roosevelt Water Association, and Highline Water District	The City of Monroe Public Works Operations and Maintenance Division (OMD) owns and operates the Monroe Water System. Some of the major capital improvements that serve the City include Ingraham Hill, Department of Corrections (DOC), North Hill, and Trombley Hill Reservoirs, pump stations, and a water distribution system. There are also two private water providers within the City of Monroe and UGA. See **Appendix 8-C.**
Wastewater Treatment Plan	City of Monroe	The City of Monroe Public Works Wastewater Treatment Plant (WTTP) Division employs seven FTEs to operate the plant.
Sewer	City of Monroe	The City of Monroe Public Works Operations & Maintenance Division (OMD) owns and operates the Monroe sewer collection system. Monroe Municipal Code (amended in 2019) restricts sewer service to within City Limits, unless newly annexed land requires sewer services. See **Appendix 8-C.**
Stormwater	City of Monroe	The City of Monroe Public Works Department owns and maintains a majority of the stormwater system; however, privately owned and maintained systems also exist within City Limits. See **Appendix 8-C.**
Evergreen Health Monroe Hospital	Snohomish County Public Hospital District No. 1 (SCPHD)	EvergreenHealth is a public hospital district with locations in Kirkland and Monroe, Washington. The EvergreenHealth Monroe hospital consists of 72 licensed beds and a 40-bed alcohol and drug rehabilitation facility.
Schools	Monroe School District (MSD) & Snohomish School District (SSD)	MSD employed 337 classroom teachers and had an average class size of 18.6 students (2022-2023 school year). The district has five elementary schools, two middle schools, one high school, and two individualized programs. SSD provides public education to students within Snohomish County. The district has one high school, two middle schools, 10 elementary schools, and a preschool. SSD employed 548 classroom teachers for the 2022-2023 school year, with an average class size of 19.3 students. For school district CFPs, see **Appendix 8-D.**
~~**First Air Field airport**~~	~~Privately-owned~~	~~Adjacent to the Evergreen State Fairgrounds and available for public use. WSDOT classifies the First Air Field as a Community Airport.~~

- Appendix 4-A Transportation Plan: Air Transportation (pg. 31), Goal T-8 and associated policies
    - On page 31of Comprehensive Plan Appendix 4-A, the following text is found:

      "Air Transportation Aviation in Monroe is accommodated by First Air Field, a privately owned airport adjacent to the Evergreen State Fairgrounds that is available for public use. First Air Field is not listed in the National Plan of Integrated Airport Systems (NPIAS) and according to WSDOT it is classified as a community airport.

      Regional and national air travel for Monroe is provided via Paine Field in Everett, located approximately 24 miles west of Monroe. Regional, national, and international travel is provided by Sea-Tac International Airport, located approximately 40 miles southwest of Monroe. There are no changes to air transportation as part of this Plan."

      With the closure of the First Airfield, the first paragraph should be deleted:

      ~~*Air Transportation Aviation in Monroe is accommodated by First Air Field, a privately owned airport adjacent to the Evergreen State Fairgrounds that is available for public use. First Air Field is not listed in the National Plan of Integrated Airport Systems (NPIAS) and according to WSDOT it is classified as a community airport*~~.

      Regional and national air travel for Monroe is provided via Paine Field in Everett, located approximately 24 miles west of Monroe. Regional, national, and international travel is provided by Sea-Tac International Airport, located approximately 40 miles southwest of Monroe. There are no changes to air transportation as part of this Plan.

Thank you for your consideration.

Please contact us if you need any additional information.

Sincerely,
DAVID EVANS AND ASSOCIATES, INC.

John Bissell, AICP
Senior Project Manager
Land Development | Puget Sound Region

Appendix II Parts A and B

Part A

The Planning Commission will provide a recommendation to the City Council whether the proposed amendment should be considered for further review based on the following criteria:

1. Consideration of the previous record if the amendment was reviewed and denied during a previous amendment review cycle;

Applicant's response:
This amendment request has not been considered previously.

2. The proposed amendment advances goals and policies of the comprehensive plan;

Applicant's response:
The applicant is proposing to close an existing airport. The amendments requested address the protections provided for the existing airport. The applicant is not proposing to eliminate goals or policies that are related to the more general planning goals of encouraging future airports. Therefore, the requested comprehensive plan changes are regarding removing or changing sections that become obsolete with the closure of the exiting airport.

3. The proposed amendment is consistent with the goals and regulations of the Growth Management Act;

Applicant's response:
RCW 36.70A.200 requires *"each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities"*.

WAC 365-195-550(1)(a) states *"The term "essential public facilities" refers to public facilities that are typically difficult to site"*

No where in the RCW or the WAC does the growth management act require a private property owner to continue to operate an essential public facility. Once the private property owner has discontinued an essential public facility, the sections of the Comprehensive Plan and the regulatory codes that protect that facility become obsolete.

4. The relationship of the proposed amendment to other City codes and regulations; and

Applicant's response:

The comprehensive plan supports the following sections of code and zoning mapping:

- **MMC 22.38.030.**
- **D.8, Essential Public Facilities**
- **"First Air Field Airport" is listed as an essential public facility. This section will need to be amended to remove First Air Field Airport from essential public facilities.**
- **MMC 22.54 - AIRPORT COMPATIBILITY**
- **MMC 22.54 provides development regulations so that future development is compatible with the First Air Filed Airport. With the closure of the airport and the removal of the airport related comprehensive plan sections, this code section becomes obsolete.**
- **The official zoning map provides an Airport Compatibility Overlay. With the closure of the airport and the removal of the airport related comprehensive plan sections, the official zoning map will need to be amended to remove the Airport Compatibility Overlay.**

5. The cumulative effect(s) of the proposed plan amendment(s).

Applicant's response:
The proposed Comprehensive Plan Amendments are focused on the closure of the First Airfield Airport. The closure of the airport and the removal of the various comprehensive plan and code sections related to the airport will likely lead to redevelopment of the airport site. Additionally, the airport overlay and the Airport Compatibility area cover a significant portion of the City, extends south of US Highway 2, west to include all of Lake Tye, north to the Monroe City Limits, and east to cover a significant portion of the commercial district that is found north of US Highway 2 and east the Highway 2 and SR 522 interchange, .

No other cumulative impacts are anticipated.

Part B

A comprehensive plan amendment may be approved or approved with modifications:

1. Each amendment:

a. Shall not adversely affect public health, safety, or welfare in any significant way;

Applicant's response:
The proposal is in response to an airport closure. Any future development will be conducted under the applicable regulation of the city, state or federal government.

b. Shall be consistent with the overall goals and intent of the comprehensive plan;

Applicant's response:
See answer two in section A above.

c. Shall be in compliance with the Growth Management Act and other State and Federal laws; and

Applicant's response:
See answer three in section A above.

d. Must be weighed in light of cumulative effects of other amendments being considered.

Applicant's response:
See answer five in section A above.

2. In addition to the above mandatory requirements, any proposed amendment must meet the following criteria unless compelling reasons justify its adoption without meeting them:

a. Addresses needs or changing circumstances of the City as a whole or resolves inconsistencies between the Monroe Comprehensive Plan and other city plans or ordinances.

Applicant's response:
In this case the First Airfield is being closed. This is a changed circumstance that requires alterations of the comprehensive plan.

b. Environmental impacts have been disclosed and/or measures have been included that reduce possible adverse impacts.

Applicant's response:
A SEPA Checklist is provided with this application in compliance with the State Environmental Policy Act. The closure of the airport and the associated comprehensive plan amendments are unlikely to create any new environmental impacts. Any future

development will be required to address any likely significant environmental impacts at that time.

c. Is consistent with the land uses and growth projections that were the basis of the comprehensive plan and/or subsequent updates to growth allocations.

Applicant's response:
The airport is located in the Tourist Commercial Zone. The Tourist Commercial zone anticipates redevelopment of the area. Redevelopment is not possible while the airport is operational. Therefore, the closure oof the airport and the associated comprehensive plan amendments are consistent with the land use and growth projections of the comprehensive plan.

d. Is compatible with neighboring land uses and surrounding neighborhoods if applicable.

Applicant's response:
The subject property is surrounded by the Snohomish County Fairgrounds, wetlands, commercial uses, and a few residential buildings. The closure of the airport will reduce noise of airplanes landing and taking off. The associated comprehensive plan amendments will allow for development or redevelopment of the airport site as well as the surrounding commercial properties.

e. Is consistent with other plan elements and the overall intent of the comprehensive plan.

Applicant's response:
The proposed comprehensive plan amendments address the closure of the airport. There is no impact to other elements of the comprehensive plan.

John Bissell

From: Kate Tourtellot <ktourtellot@monroewa.gov>
Sent: Wednesday, July 23, 2025 11:17 AM
To: John Bissell
Cc: Lance Bailey
Subject: RE: Comp Planning

Hi John,
Thank you for your patience. Below are responses to each of the questions below:

1. Concurrent applications. We are not opposed to running a comp plan and zoning code amendment concurrently; however, there is risk if the PC and/or Council do not agree with the requested Comp Plan change needed for an associated zoning code amendment.

2. Title Report – Not applicable. As I understand it, both the comp plan and zoning code requests are to change text, policy, and/or apply to an overlay zone, but are not site specific. Although the zoning change request to remove the Airport Compatibility overlay is directly related to First Air Field, the request does not include a rezone or site-specific land use change, therefore staff has determined that a title report is not required.

3. SEPA – the latter is applicable to the comp plan, a checklist for this specific amendment is required for the cumulative impact review. A SEPA Checklist is also required for the Title 22 amendments. You might be able to use the same checklist, but the requests are very different between the comp plan and zoning code.

4. Vicinity Map & Site Plan – not applicable to the comp plan request. Again, as I understand the forthcoming application(s), it is to amend the transportation element, transportation plan (Append 4-A), and transportation plan goal and policy statements relating to First Air Field. There is also a single Land Use policy related to First Air Field, policy 3.1.8 that states, “Apply appropriate airport overlay zone to area surrounding First Air Field through development standards.” A map is required for the proposed amendments to the municipal code because it relates to an overlay zone.

5. Mailing labels – not applicable, Monroe handles the public notice and hearing postcards internally, the application fee accounts for this cost. For the comp plan, public notice will follow the general noticing that includes posting on the City’s website and physical notice boards around the City, and possible, but not required, notice on the City’s social fees and Monroe This Week newsletter. The code amendment public noticing is a little tricker because it is to remove the airport overlay. I’m still working with Lance and our attorney to determine if this notice needs to be sent out to all property owners within the overlay zone. There are many parcels that have developed under the airport overlay that have notice on title and will be affected by any changes to modify or remove the overlay zone.

I’m also realizing the application form has not been updated to reflect our electronic submittals. The City no longer accepts paper applications so please ignore all requirements that refer to original plus 4 copies. Depending on the size of the files, our permit techs can send you a ShareFile link. The complete application needs to be submitted to landuse@monroewa.gov. One additional quirk, a Pre-Application

meeting is required per MMC 22.84.040(C)(2), Application and review process, pre-application meetings. The Pre-Application requirement can be waived by the Zoning Administrator (i.e., Community Development Director).

Please let me know if you have any additional questions.
Cheers,

City of MONROE
Kate Tourtellot, AICP | Planning Manager
14841 179th Ave SE, Suite 320 | Monroe, WA 98272
360-863-4618 (O) | 360-913-6340 (C)
This email is considered a public record and may be subject to public disclosure.

From: John Bissell <John.Bissell@deainc.com>
Sent: Wednesday, July 16, 2025 4:07 PM
To: Kate Tourtellot <ktourtellot@monroewa.gov>
Cc: Lance Bailey <lbailey@monroewa.gov>
Subject: RE: Comp Planning

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Kate,

The Comp Plan Application form requires

1. SEPA checklist
2. Title Reports
3. Vicinity and Site Plan Maps
4. Mailing Labels

I have some questions:

It is our understanding the City prefers not to process the comprehensive plan amendments and zoning code amendments simultaneously. Most of the amendments that we will proposes will be text amendments and thus not related to a specific site. However, I believe the removal of the airport overlay will be considered a zone change. A zone change can only be initiated by the property owner or by the jurisdiction. So at the time of a zoning change request, it is apparent to me that the City will need a title report, site map, vicinity map and mailing labels. If the City is open to processing the zoning code amendments and the comprehensive plan amendments simultaneously, please let me know. Otherwise, my questions below are in the context of a comprehensive plan amendment exclusive of the associated code changes.

1. SEPA:
   Is the City planning to undertake a threshold determination for each docketing request? Or is the City planning to use the submitted checklists as exhibits to one threshold determination for the entire 2025 comp plan update?

   Our proposal only includes text changes, though the related code amendments will include a map amendment as well as text amendments. Should our SEPA checklist also include description of the proposed code amendments and map amendment?

2. Title Report:
   Since the amendments are text amendments, these requests apply to the entire city and not to one specific parcel. With this in mind, does the City still require a title report? If so, for what property?

3. Vicinity and Site Map
   Since the amendments are text amendments, these requests apply to the entire city and not to one specific parcel. Does the City still need a Vicinity and Site Map?

4. Mailing Labels:
   Essentially the same point as 2 and 3 above.

Thanks for your help?

John Bissell, AICP | Senior Project Manager, Land Development
c: 206.498.3610 | Cisco: 22102 | john.bissell@deainc.com

From: Kate Tourtellot <ktourtellot@monroewa.gov>
Sent: Thursday, July 3, 2025 3:17 PM
To: John Bissell <John.Bissell@deainc.com>
Cc: Lance Bailey <lbailey@monroewa.gov>
Subject: RE: Comp Planning

Hi John,
We were debating how to include First Air Field in the Comp Plan based on the 2015 Update; it appears we focused more on the intent and planned transition within the Tourist Commercial zone. The comp plan does not include a map with the airport overlay; it's only included with the official Zoning Map. Per your request, here are the items that include reference and/or policies for First Air Field within the Monroe 2044 Comprehensive Plan:

- Land Use Chapter: Policy 3.1.8
- Transportation Chapter: Air Transportation (pg. 4-13), Goal 4.8 and the associated policies
- Economic Development Chapter: Policy 5.4.1.1
- Appendix 4-A Transportation Plan: Air Transportation (pg. 31), Goal T-8 and associated policies

For your convenience, here's a link to the current comp plan - https://monroewa.gov/1248/2024-2044-Comprehensive-Plan.

As for the height discussion, staff has not had recent discussions with the Planning Commission or Council. The limited discussions that have touched on building heights have been mixed. There is general opposition if increased building heights will impact the view corridors towards the Cascade Foothills and the Tualco Valley (towards Duvall). Concern was also raised when discussing possible height increasing in the greater downtown area (commercial and residential), but there may be support projects along US-2, including the Tourist Commercial zone. Lance will be back in the office on Monday. I will touch base with him, Patrick (our Econ Development Specialist), and our City Administrator.

Happy 4th of July weekend,

City of MONROE
Kate Tourtellot, AICP | Planning Manager
14841 179th Ave SE, Suite 320 | Monroe, WA 98272
360-863-4618 (O) | 360-913-6340 (C)

This email is considered a public record and may be subject to public disclosure.

From: John Bissell <John.Bissell@deainc.com>
Sent: Thursday, July 3, 2025 2:35 PM
To: Kate Tourtellot <ktourtellot@monroewa.gov>
Cc: Lance Bailey <lbailey@monroewa.gov>
Subject: RE: Comp Planning

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Kate,

A couple of things on the comp plan.

First thing.
I'm working on the narrative for a comp plan amendment to remove the airport overlay. I want to make it as complete as possible. As in, I don't want to say something like: remove all references to the airport overlay. I want to find all the relevant sections.

In my list I previously sent to you I suggested the following.

- Remove the airport overlay,
- Amend the map

Now that I've started digging into the Comp Plan, I'm not finding either of these bullet points. You gave me: Transportation Element Goal 4.8 with associated policies . So I'm set there. But it's the two points above that I want to get complete.

And if I do, I'm afraid I'll miss a goal or policy. I'm hoping you can point me to the pages of the comp plan that contain the references to my two bullet points.

The second thing:
As you noted in your previous email, we had talked about raising the height limit if the airport overlay is removed. Thanks for reminding me that that is not automatically going to happen without a code change. We would like that increased height, but I have had challenges with height limit changes in other jurisdictions. If this is something that will face stiff opposition, we might pass. But if this is something the City wants, we'd be happy to help the City reach its goals.

Could you help me understand the landscape related to the height limit and the tourist commercial zone? And if the City was hoping for an increased height limit in that zone, what height was the City considering?

Thanks for your help.

John Bissell, AICP | Senior Project Manager, Land Development
c: 206.498.3610 | Cisco: 22102 | john.bissell@deainc.com

From: Kate Tourtellot <ktourtellet@monroewa.gov>
Sent: Wednesday, April 30, 2025 4:48 PM
To: John Bissell <John.Bissell@deainc.com>

Cc: Lance Bailey <lbailey@monroewa.gov>
Subject: RE: Comp Planning

Hi John,
I'm copying Lance so he's in the loop. The City has not started the 2025 Annual Comp Plan update process, it does not begin until August. Here's a link to the timeline - https://monroe.municipal.codes/MMC/22.74.010. I will have Hannah send you the application form by the end of the week.

I agree with your process outlined below: the airport closes, then work through the Comp Plan and Zoning Code changes. The City is required to protect the airport until it ceases to exist. As for the comp plan and zoning code change, I think they can be reviewed concurrently, with consecutive public hearings on the same night for both the Planning Commission and City Council. Based on the guidance I have been given in the past for similar requests, the Council would need two actions when adopting the amendments, but they can occur the same night: #1 Adopt amendments to the comp plan, and then #2 adopt amendments to the MMC.

Missing amendments:

1. The Monroe 2044 Plan also has a complete section of Airport related goals and policies in the Transportation Element (Goal 4.8 with associated policies).
2. Development code – I remember early on you mentioning height limits. If that's something that is needed for the SPUD, I would include that with your request. Also request "Airport" be removed from all land use tables. I think it is only in the Tourist Commercial Zone.

I hope this helps.
Cheers,

City of MONROE
Kate Tourtellot, AICP | Planning Manager
14841 179th Ave SE, Suite 320 | Monroe, WA 98272
360-863-4618 (O) | 360-913-6340 (C)
This email is considered a public record and may be subject to public disclosure.

From: John Bissell <John.Bissell@deainc.com>
Sent: Tuesday, April 29, 2025 3:41 PM
To: Kate Tourtellot <ktourtellet@monroewa.gov>
Subject: Comp Planning

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Kate,

I have a question that's related to the SPUD project. Lance is away. And since it's really a comp plan question, I thought I'd run it past you.

We need to remove the Airport Comparability requirements from the site. Initially we wee working under the assumption that the subject development would be exempt, since there will be no airport, and since the exemption is allowed to apply if the airport operator agrees. But the attorneys ae not sure that will work. So we may be wanting to move forward as quickly as possible to remove the airport, and then change the comp plan and codes. My question for you is how far into the 2025 comp plan amendment process is the city now? Have you held your first round docketing hearings with the Planning Commission? It seems like it would be a push to get any of this done this year. But if there were any possibility, could you let me know what you would need by when?

I think our process looks like the following:

Once the FAA agrees that the airport is closed, I think the City is free to move forward with the comp plan and code changes.

Comp Plan:

- Remove the airport overlay,
- Remove first Airfield from the Essential Public Facilities Inventory
- Amend the map
- Anything else?

Code:

- Remove from the essential public facilities inventory
- Remove Chapter 22.54 - AIRPORT COMPATIBILITY
- Amend the zoning map
- Anything else?

John Bissell, AICP | Senior Project Manager, Land Development
David Evans and Associates, Inc.
1620 W. Marine View Drive, STE 200 | Everett, WA 98201 | www.deainc.com
c: 206.498.3610 | Cisco: 22102 | john.bissell@deainc.com

ENERGY | LAND DEVELOPMENT | MARINE SERVICES | SURVEYING AND GEOMATICS | TRANSPORTATION | WATER AND ENVIRONMENT

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SEPA[1] Environmental Checklist

Purpose of checklist

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

Instructions for applicants

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

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

Instructions for lead agencies

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

Use of checklist for nonproject proposals

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

[1] https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance

A. Background

1. **Name of proposed project, if applicable:**

   First Airfield Closure Comprehensive Plan Amendments

2. **Name of applicant:**

   Doug Wilson

3. **Address and phone number of applicant and contact person:**

   Doug Wilson
   Principal Engineer
   Snohomish County PUD
   2320 California Street
   Everett, WA 98201
   425.783.8078
   DRWilson@snopud.com

   John Bissell, AICP
   Senior Project Manager
   David Evans and Associates
   1620 W Marine View Dr #200,
   Everett, WA 98201
   206 498 3610
   john.bissell@DEAINC.com

4. **Date checklist prepared:**

   July 30, 2025

5. **Agency requesting checklist:**

   City of Monroe

6. **Proposed timing of schedule (including phasing, if applicable):**

   The Comprehensive Plan Amendment and code amandments are expected to be completed by the end of July 2026.

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

   The applicant anticipates that the proposed comprehensive plan amendment code amendments will lead to future development. However, the development plan is not an aspect of this application, and as such any future development will be subject to separate SEPA review.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

The proposal is not project specific and therefore, there is no environmental information directly associated with this proposal.

9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

   The application is a non-project application that is not specific to a property but rather eliminates or alters sections of the comprehensive plan that become irrelevant with the closure of the only airport located within the city limits of the City of Monroe.

10. **List any government approvals or permits that will be needed for your proposal, if known.**

    1. SEPA Threshold Determination
    2. Comprehensive Plan Map amendment
    3. Zoning Map revision removing airport overlay delineation

11. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

    The applicant proposes several comprehensive plan text amendments that are articulated in Appendix 1 of the submitted Comprehensive Plan Amendment Application. These text amendments are intended to remove airport and airport airspace restrictions after the closure of the only airport within the City of Monroe.

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

    The proposal contains only text amendments and thus applies to the entirety of the City of Monroe.

B.Environmental Elements

1. Earth

a. General description of the site:

The proposal contains only text amendments and thus applies to the entirety of the City of Monroe.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

b. What is the steepest slope on the site (approximate percent slope)?

Unknown. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe.

c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

Unknown. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe.

d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

Unknown at this time. No grading or filling is proposed at this time. This SEPA Checklist is prepared for a non-project action.

f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

No mitigation measures are proposed. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

2. Air

a. **What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

No mitigation measures are proposed. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

3. Water

a. Surface:

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a non-project action.

2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Unknown at this time. The proposal contains only text amendments and thus applies to the entirety of the City of Monroe. This SEPA Checklist is prepared for a

non-project action.

6. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

b. Ground:

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

c. Water Runoff (including stormwater):

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

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

No mitigation measures are proposed. This SEPA Checklist is prepared for a non-project action.

4. Plants

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

☐ **deciduous tree: alder, maple, aspen, other**

☐ **evergreen tree: fir, cedar, pine, other**

☐ **shrubs**

☐ **grass**

☐ **pasture**

☐ **crop or grain**

☐ **orchards, vineyards, or other permanent crops.**

☐ **wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

☐ **water plants: water lily, eelgrass, milfoil, other**

☐ **other types of vegetation**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

Unknown. The application is a non-project action and is not site specific.

5. Animals

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

Examples include:

- **Birds: hawk, heron, eagle, songbirds, other: Bard Owl**
- **Mammals: deer, bear, elk, beaver, other: cougar, Douglas squirrels, Eastern Grey Squirrel, rabbits (unknown species)**
- **Fish: bass, salmon, trout, herring, shellfish, other:**

Unknown. The application is a non-project action and is not site specific.

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

Unknown. The application is a non-project action and is not site specific.

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

All parts of the Puget Sound Lowland are a part of the Pacific Flyway. However, the application is a non-project action and is not site specific not site specific. The

proposed amendments are intended to respond to an airport closure. An airport closure is likely to have positive impacts on migratory birds.

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

No mitigation measures are proposed. This SEPA Checklist is prepared for a non-project action.

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

Unknown. The application is a non-project action and is not site specific not site specific

6. Energy and natural resources

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

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

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

The application is a non-project action and is not site specific.

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

None proposed. The application is a non-project action and is not site specific.

7. Environmental health

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

1. **Describe any known or possible contamination at the site from present or past uses.**

   Unknown. The application is a non-project action and is not site specific.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

   Unknown. The application is a non-project action and is not site specific.

3. **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

4. **Describe special emergency services that might be required.**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

5. **Proposed measures to reduce or control environmental health hazards, if any.**

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

b. Noise

1. **What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

   Unknown. The application is a non-project action and is not site specific..

2. **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

   Unknown at this time. This SEPA Checklist is prepared for a non-project action.

3. **Proposed measures to reduce or control noise impacts, if any:**

   No mitigation measures proposed. This SEPA Checklist is prepared for a non-project action.

8. Land and shoreline use

a. **What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

   Unknown. The application is a non-project action and is not site specific.

b. **Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

   Unknown. The application is a non-project action and is not site specific..

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

      Unknown. The application is a non-project action and is not site specific.

c. **Describe any structures on the site.**

   Unknown. The application is a non-project action and is not site specific.

d. **Will any structures be demolished? If so, what?**

   The application is a non-project action and is not site specific. No demolition is proposed.

e. **What is the current zoning classification of the site?**

   The application is a non-project action and is not site specific.

f. What is the current comprehensive plan designation of the site?

The application is a non-project action and is not site specific.

g. If applicable, what is the current shoreline master program designation of the site?

The application is a non-project action and is not site specific.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

The application is a non-project action and is not site specific.

i. Approximately how many people would reside or work in the completed project?

The application is a non-project action and is not site specific.

j. Approximately how many people would the completed project displace?

The application is a non-project action and is not site specific.

k. Proposed measures to avoid or reduce displacement impacts, if any.

None.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.

No mitigation measures are proposed. The application is a non-project action and is not site specific.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

No mitigation measures are proposed. The application is a non-project action and is not site specific.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

The application is a non-project action and is not site specific.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

The application is a non-project action and is not site specific. No development is proposed with this action.

c. Proposed measures to reduce or control housing impacts, if any:

None proposed. The application is a non-project action and is not site specific.

10. Aesthetics

a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

Unknown. The application is a non-project action and is not site specific.

b. **What views in the immediate vicinity would be altered or obstructed?**

Unknown. The application is a non-project action and is not site specific.

c. **Proposed measures to reduce or control aesthetic impacts, if any:**

No mitigation measures are proposed. The application is a non-project action and is not site specific.

11. Light and glare

a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Unknown. The application is a non-project action and is not site specific.

b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

Unknown. The application is a non-project action and is not site specific.

c. **What existing off-site sources of light or glare may affect your proposal?**

Unknown. The application is a non-project action and is not site specific.

d. **Proposed measures to reduce or control light and glare impacts, if any:**

No mitigation measures are proposed. The application is a non-project action and is not site specific.

12. Recreation

a. **What designated and informal recreational opportunities are in the immediate vicinity?**

The application is a non-project action and is not site specific.

b. **Would the proposed project displace any existing recreational uses? If so, describe.**

The application is a non-project action and is not site specific.

c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

None proposed. The application is a non-project action and is not site specific.

13. Historic and cultural preservation

a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

   The application is a non-project action and is not site specific.

b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

   The City of Monroe is located between the east end of the historic Frech Creek – Snohomish River flood plain and the Skykomish River. The location of the City of Monroe is known to have supported both Native American populations and early European Settlements. According to the Washington State Department of Archaeology and Historic Preservation on-line database (WISAARD), nearly the entire City is located in the High-Risk zone indicating a high probability of historic artifacts and cultural resources.

c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

   Online information including the Washington State Department of Archaeology and Historic Preservation on-line database (WISAARD) were consulted.

d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

   None at this time. The application is a non-project action and is not site specific.

14. Transportation

a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

   The application is a non-project action and is not site specific.

b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

   The application is a non-project action and is not site specific.

c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

   Unknown at this time. The application is a non-project action and is not site specific.

d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Though the application is a non-project action and is not site specific, the proposal is in response to the closure of an airfield.

e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

g. **Proposed measures to reduce or control transportation impacts, if any:**

None at this time. This SEPA Checklist is prepared for a non-project action.

15. Public services

a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None at this time. This SEPA Checklist is prepared for a non-project action.

16. Utilities

a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

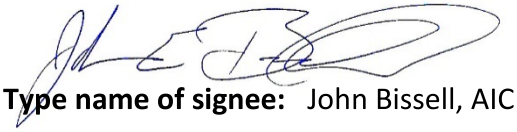
The application is a non-project action and is not site specific.

b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Unknown at this time. This SEPA Checklist is prepared for a non-project action.

C.Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Type name of signee: John Bissell, AICP

Position and agency/organization: Senior Project Manager, David Evans and Associates

Date submitted: **July 30, 2025**

D.Supplemental sheet for nonproject actions

Find help for the nonproject actions worksheet[2]
Do not use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

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

   The proposal is to remove or edit various elements of the Comprehensive Plan in response to the closure of a small airfield. There are two effects of this change: 1. Airplanes will not be stored or maintained on the airfield site, and 2. More development will be possible within the area surrounding the closed airfield.

   The reduction of airplanes landing, taking off, and being stored and being maintained would likely result in a reduction of the possibility of chemical spills on the ground or in streams and wetlands. Future development would be subject to current stormwater management controls, and would be connected to City sewage and water systems. Therefore, it is likely that the proposed changes will result in a net decrease in the risk of accidental discharge to water. Since the nature of future development cannot be completely defined, it is not possible to compare the net impact related to the production, storage, or release of toxic or hazardous substances; or production of noise. emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise.

[2] https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions

- **Proposed measures to avoid or reduce such increases are:**

  The proposed comprehensive plan amendments will not negate zoning, land use or development controls. Any future development within portions of the City affected by the proposed removal of the various Airport related Comprehensive Plan amendments will continue to be subject to all City, State and Federal development regulations, including those that protect critical areas from impact.

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

   The proposal is in response to the closure of an airfield. All regulations that are in place to protect plants, animals, fish, or marine life will remain in effect. Therefore, it is unlikely that the proposed Comprehensive Plan amendments will affect plants, animals, fish, or marine life.

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

     None proposed.

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

   The removal of airport protections will likely lead to increased development.

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

     Any future application will be required to comply with the Washington State Energy Code.

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

   It is likely that the removal of the airport related comprehensive plan sections will lead to greater development in the area around the closed airport. Increased development has the potential to increase impacts to environmentally sensitive areas.

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

     The proposed comprehensive plan amendments will not negate zoning, land use, development controls, or critical areas regulations. Any future development within portions of the City affected by the proposed removal of the various Airport related comprehensive plan amendments will continue to be subject to all City, State and Federal development regulations, including those that protect critical areas from impact.

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

   Land Use:
   The removal of airport related comprehensive plan text will lead to the alteration of the land use code to eliminate the airport related land use restrictions. These changes are likely to lead to increased development around the closed airport.

   Shoreline:
   None of the shorelines regulated within the City of Monroe will be affected by the proposed comprehensive plan changes.

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

     The proposed comprehensive Plan amendments will not negate zoning, land use or development controls. Any future development within portions of the City affected by the proposed removal of the various Airport related comprehensive plan amendments will continue to be subject to all City, State and Federal development regulations, including those that protect critical areas from impact.

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

   The removal of airport related comprehensive plan text will lead to the alteration of the land use code to eliminate the airport related land use restrictions. These changes are likely to lead to increased development around the closed airport.

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

     Future development will be subject to the transportation impact mitigation requirements contained in the Cit of Monroe's Municipal Code.

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

   The proposed comprehensive Plan amendments will not negate zoning, land use or development controls. Any future development within portions of the City affected by the proposed removal of the various Airport related comprehensive plan amendments will continue to be subject to all City, State and Federal development regulations, including those that protect critical areas from impact.

City of MONROE WASHINGTON

806 W. Main Street
Monroe, WA 98272
PHONE (360) 794-7400
FAX (360) 794-4007

City of Monroe, Washington
City Initiated Comprehensive Plan Amendment Application

APPLICANT INFORMATION:

Applicant Name: City of Monroe Community Development Department, Kate Tourtellot – Planning Manager	Date: 7/31/2025
Address: 806 W. Main Street	Phone: 360-863-4618
Owner's Name(s) (if different than applicant): Tax Parcel 28073000300600 – Susan and Lonnie Davis Tax Parcel 28062500407800 – Jonathan and Seth Johnson Tax Parcel 28062500407700 – Susan and Lonnie Davis Tax Parcel 28062500407600 – Susan and Lonnie Davis Tax Parcel 00443600100100 – Smith Brothers Tax Parcel 00558300800700 – Paul & Erica Graf Tax Parcel 00558300900000 – City of Monroe	
Address: See Attached Maps	

COMPREHENSIVE PLAN AMENDMENT REQUEST:

Description of Amendment Request:

The proposed amendments to the Future Land Use Map fit into two categories: mapping corrections and Urban Growth Area (UGA) expansion for consistency with Snohomish County's amendment to the Monroe UGA adopted by Snohomish County Ordinance 24-031 (UGA Expansion). Snohomish County is the regulatory agency who makes decisions regarding the City's urban growth area under state law, RCW 36.70A.100 Comprehensive plans – Urban growth areas.

In addition to the proposed map amendments, the City needs to reconcile the 2044 population, housing, and employment estimates for the properties within the unincorporated portions of the Monroe UGA for consistency with the Countywide Planning Policies as amended by Snohomish County Comprehensive Plan, Snohomish County Ordinance 24-033 (UGA Land Capacity Analysis). The reconciliation does not include the additional capacity provided by the Davis UGA expansion. The proposed amendments will add to the future land use capacity for housing. According to Snohomish County the UGA expansion will add capacity for another 179 people and the property was zoned R-9,600. This expansion did not change the Monroe UGA allocations for 2044 beyond the required changes for reconciliation.

What policy or regulation is affected by the proposal?

No policies or regulations are affected by the proposed amendments. The proposed amendments are limited to map amendments, associated revisions to the buildable lands inventory, and updates to the following Tables and Figures:

1. Land Use Tables 3.2 – Growth Allocation by 2044, 3.3 – Future Land Use Capacity
2. Land Use Figure 3.2 Monroe Urban Growth Area (UGA), 3.4 Future Land Use Map (FLUM)
3. Housing Table 6.8 – Projected Capacity and Housing Needs by Income Bracket (Add to capacity)

How is the proposal consistent with the Growth Management Act?

Every ten years Snohomish County and Snohomish County Cities are required to evaluate their locally adopted comprehensive plans and associated land use regulations to ensure consistency with amendments to the GMA and to accommodate another 10 years of growth. During the 2024 Snohomish County comprehensive plan update process a property owner applied for an expansion to the Monroe UGA, referred to as the MON2 application submitted by the Davis and Johnson families.

Counties are the legislative authority for the designation and/or modification of urban growth areas per the GMA. Revised Code of Washington (RCW) Sections 36.70A.040(3) and RCW 36.70A.110. RCW 36.70A.110 states each county shall designate an urban growth areas or areas within which urban growth shall be encouraged and outside of which growth can only occur if it is not urban in nature. The MON2 application was reviewed as part of Snohomish County's 10-year update. The County Council approved the expansion to Monroe UGA. This expansion provides additional land capacity to accommodate people and housing.

How does the proposed amendment meet the goals, objectives and policies of the Comprehensive Plan?

The proposed comprehensive plan amendments are consistent with the following sections, goals and policies of the Monroe 2044 Comprehensive Plan:

<u>Land Use Chapter</u>

The proposed amendments are consistent with the following Land Use Goals and Policies:

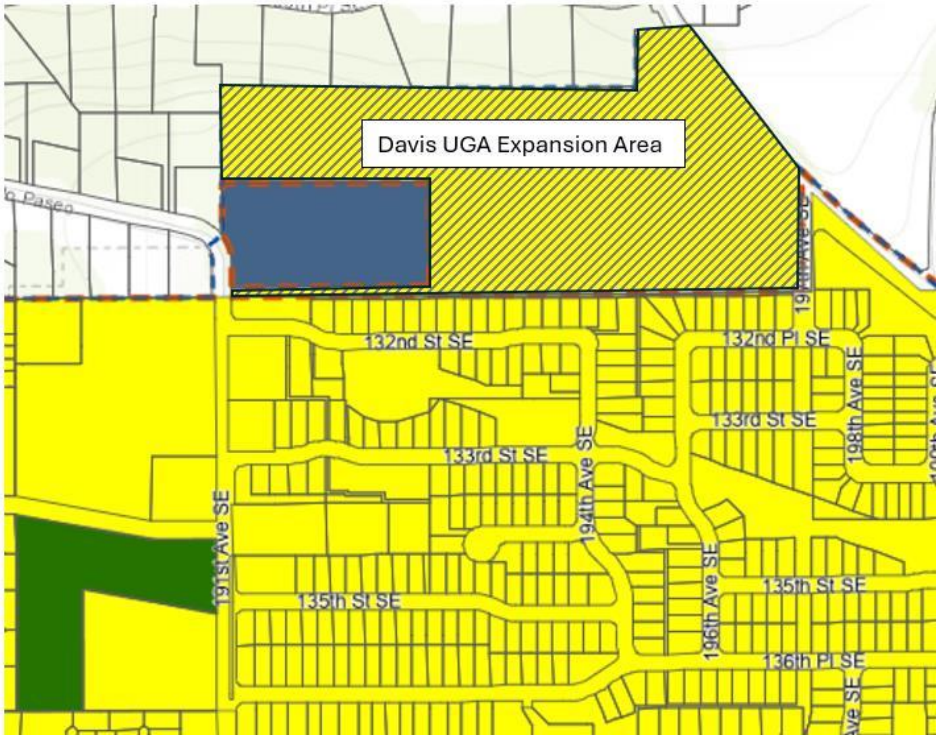
Goal 3.1 – Support and manage development that supports the Imagine Monroe Vision.

Policy 3.1.7 – Designate adequate lands to meeting existing and future land needs of the City.

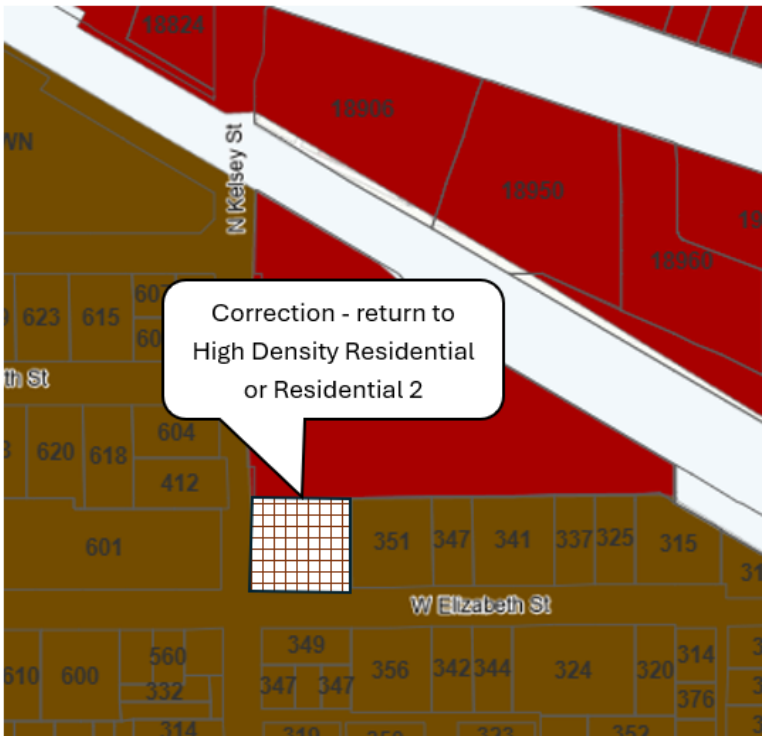
Goal 3.6 – Encourage cooperation and collaboration between government entities and the community to ensure effective and transparent governance and land use.

EXHIBT 1 – Proposed Map Amendments

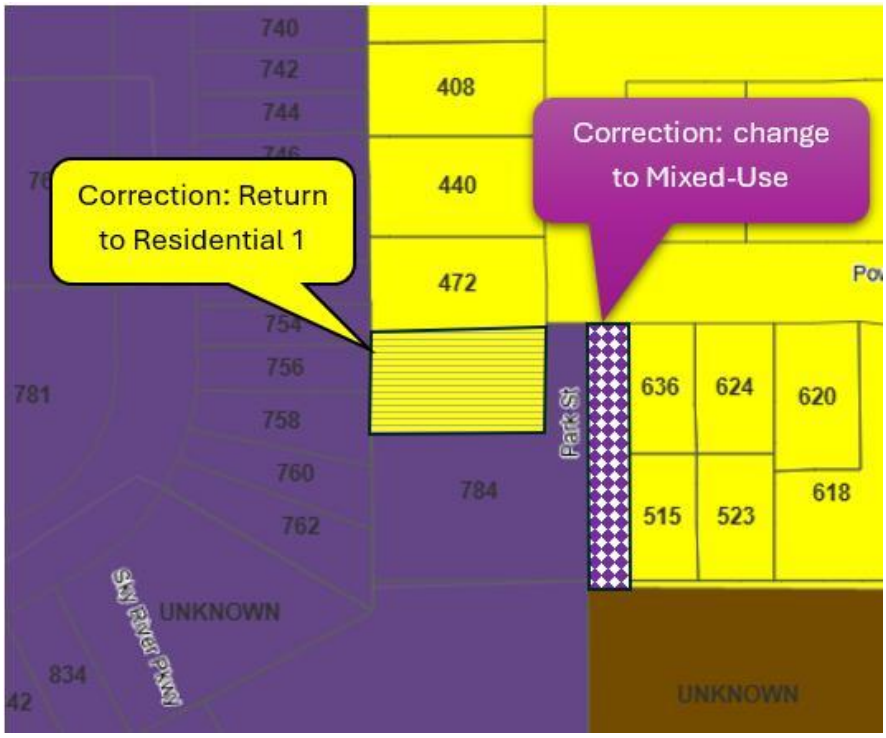
Davis UGA Expansion Area



Smith Brothers FLUM Correction



Park St FLUM Corrections



Adopted: December 4, 2024
Effective: December 22, 2024, except UGA expansions and related zoning effective as provided in Section 9 of this ordinance

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

AMENDED ORDINANCE NO. 24-031

RELATING TO MANDATORY UPDATES OF THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, PURSUANT TO RCW 36.70A.130; ADOPTING FUTURE LAND USE MAP AMENDMENTS TO THE COMPREHENSIVE PLAN

WHEREAS, Snohomish County ("the county") adopted the Snohomish County Growth Management Act Comprehensive Plan (GMACP) including the Future Land Use (FLU) Map on June 28, 1995, through passage of Amended Ordinance No. 94-125; and

WHEREAS, the county has amended the GMACP FLU Map several times since its adoption, most recently by Amended Ordinance No. 22-028 on September 14, 2022; and

WHEREAS, the county must conduct a periodic review of its GMACP pursuant to Revised Code of Washington (RCW) 36.70A.130(3), which directs counties planning under the Growth Management Act (GMA) to take legislative action to review and, if needed, revise their comprehensive plans and development regulations to ensure that population, employment, and housing growth for the succeeding 20-year period can be accommodated; and

WHEREAS, on November 1, 2021, the county began the State Environmental Policy Act (SEPA) scoping period, and held two virtual public meetings on November 9 and November 15, 2021, to kick off the review of the GMACP and to seek comments on a scope for an Environmental Impact Statement (EIS); and

WHEREAS, the county published the SEPA scoping public notice in English, Spanish, and Korean in the Everett Herald, sent it to agencies and interested parties as contained in the Planning and Development Services (PDS) SEPA Distribution List, and posted it to the Snohomish County website; and

WHEREAS, the county created a project website to disseminate information related to the update of the GMACP and to provide opportunities for public input. The website was continually updated over the planning process and included a calendar of events related to Snohomish County Planning Commission ("Planning Commission") briefings and hearings and other public engagement opportunities; and

WHEREAS, the county provided regular briefings on the update of the GMACP to the Snohomish County Tomorrow (SCT) Planning Advisory Committee, SCT Steering Committee, SCT Executive Committee, and SCT Community Advisory Board; and

WHEREAS, the county conducted extensive public engagement for the GMACP update with an emphasis on reaching historically and currently marginalized communities that included online surveys, newsletters translated into Spanish, Korean, and Vietnamese, and in-person events across Snohomish County in 2022 and 2023; and

WHEREAS, the Planning Commission was provided information on the potential GMACP FLU Map amendments, including those included in docket proposals, in a briefing on September 12, 2023; and

WHEREAS, the county issued the Draft Environmental Impact Statement (DEIS) on September 6, 2023, and the 45-day public comment period ended on October 23, 2023; and

WHEREAS, the county created an online interactive mapping tool for the public to review the zoning and FLU Maps studied for each of the three land use alternatives and make site specific comments during the DEIS comment period; and

WHEREAS, county staff held in-person public open houses on September 12 and September 23, 2023, to provide the public an opportunity to obtain information and comment on the DEIS and amendments to the GMACP FLU Map and zoning; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2023, to receive public testimony concerning the amendments contained in this ordinance; and

WHEREAS, the notice of the public open houses and Planning Commission public hearing was mailed to over 38,554 addresses in Snohomish County (including those potentially affected by proposed changes and those within 500 feet of a proposed change located within an urban growth area and 1,000 feet of a proposed change outside of an urban growth area), published in the Everett Herald, posted to the project website, and posted on-site at final docket properties; and

WHEREAS, after the conclusion of its public hearing, the Planning Commission deliberated on November 14 and November 15, 2023, and voted to recommend adoption of the amendments discussed in its recommendation letter dated January 16, 2024; and

WHEREAS, the Snohomish County Executive ("Executive") reviewed staff and public input and the Planning Commission recommendation and made additional FLU Map and zoning map recommendations that differ from the Planning Commission as outlined in the memo dated March 26, 2024, and that are incorporated into this ordinance; and

WHEREAS, on in its hearing related to the 2024 GMACP update on August 19, and September 11, 2024, and as continued thereafter, the Snohomish County Council ("County Council") held a public hearing after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Monroe UGA consistent with the Mon2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Marysville UGA consistent with a modified, smaller version of the MV2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required retain the present Future Land Use Map designation on the Wildlife Committee of Washington (WCW) site, also known as the Kenmore gun range or parcels 27042500300100 and 27042500300200; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, following the public hearing, the County Council deliberated on the amendments contained in this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council makes the following findings:

A. The County Council adopts and incorporates the foregoing recitals as findings as if set forth in full herein.

B. This is a proposal to amend the Snohomish County GMACP as required under RCW 36.70A.130.

C. These amendments were developed in consideration of the fifteen goals of the GMA for the development of local comprehensive plans, as codified at RCW 36.70A.020, and reflect a careful balancing of these goals within the local conditions of Snohomish County. The goals generally are advanced by the amended FLU Map as follows:

- GMA Goal 1 “Urban Growth” – The amendments maintain the focus of directing the majority of new growth into existing urban growth areas (UGAs).

- GMA Goal 2 “Reduce Sprawl” – The amendments reduce the pressure to convert rural and resource lands to sprawling, low-density development.

- GMA Goal 3 “Transportation” – The amendments maintain an efficient multimodal transportation system by directing the majority of new growth into areas served by high-capacity transit.

- GMA Goal 4 “Housing” – The amendments accommodate housing affordable to all economic segments of the population by promoting infill development with a variety of residential densities and housing types within the UGA.

- GMA Goal 5 “Economic Development” – The amendments continue to promote economic development by providing adequate land within the UGA for non-residential uses and designating land for a mix of uses in areas planned for the highest levels of growth near future.

- GMA Goal 6 “Property rights” – The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September 2018, entitled “Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property,” to help local governments avoid the unconstitutional taking of private property. The process outlined in that advisory memorandum was used by Snohomish County to objectively evaluate the amendments and balance the rights of property owners with other GMA goals.

- GMA Goal 7 “Permits” – The amendments do not adversely impact the processing of permits in a timely and fair manner.

- GMA Goal 8 “Natural Resource Industries” – The amendments are generally focused on unincorporated UGAs and will not impact natural resource industries.

- GMA Goal 9 “Open Space and Recreation” – The amendments enhance open space and recreation by designating land devoted to those uses that are added to the UGA for Public/Institutional Use to limit conversion to other uses.

- GMA Goal 10 “Environment” – The amendments protect the environment by focusing the majority of new growth into UGAs.

- GMA Goal 11 “Citizen Participation” – The GMACP update process has involved early and continuous public participation.

- GMA Goal 12 “Public Services and Facilities” – The amendments will have adequate public services as demonstrated by updated Capital Facilities and Utilities, Transportation, and Parks and Recreation Elements.

- GMA Goal 13 “Historic Preservation” – The amendments are consistent with the cultural resources subelement of the Land Use Element and the new Tribal Coordination Element.

- GMA Goal 14 “Climate Change and Resiliency” – The amendments will help the county mitigate against and adapt to climate change by directing the majority of new growth into UGAs in areas served by high-capacity transit.

- GMA Goal 15 “Shorelines of the State” – The amendments protect the shorelines of the state by focusing the majority of new growth into UGAs.

D. The amendments better achieve, comply with, and implement the Puget Sound Regional Council (PSRC) Multi-County Planning Policies (MPPs) of VISION 2050.

- **Regional Collaboration.** The amendments are consistent with regional and countywide policies and have been developed through inclusive coordination and public participation.

- **Regional Growth Strategy.** The amendments designate future land uses and zoning to accommodate the large majority of projected growth inside the UGA in areas served by high-capacity transit, with a mix of residential and employment uses in transit station areas, with minor UGA adjustments that ensure stable and sustainable UGAs.

- **Environment.** The amendments will minimize impacts to the natural environment by focusing the majority of new growth into UGAs.

- **Climate Change.** The amendments will minimize increases in greenhouse gas emissions from vehicles by focusing the majority of new growth into UGAs in areas served by high-capacity transit.

- **Development Patterns.** The amendments focus the majority of new growth away from rural and resource areas and into UGAs in areas served by high-capacity transit.

- **Housing.** The amendments enhance the availability of affordable, healthy, safe housing choices by allowing a variety of housing types and densities to serve all income levels and demographic groups, encouraging a mix of residential and employment uses in transit station areas.

- **Economy.** The amendments will support a prospering and sustainable local economy by planning for a mix of residential and employment uses within the UGA in areas served by high-capacity transit, promoting a balance of jobs and housing and diverse communities with a high quality of life.

- **Transportation.** The amendments support an efficient multimodal transportation system and promote economic and environmental vitality and healthy communities by focusing the majority of growth into UGAs in areas served by high-capacity transit.

- **Public Services.** The amendments focus the majority of new residential and employment growth away from rural and resource areas and into UGAs in areas served by high-capacity transit and existing public services that can be provided efficiently and cost-effectively.

E. The amendments better achieve, comply with, and implement the CPPs. The CPPs establish a countywide framework for developing and adopting county, city, and town comprehensive plans.

- **General Framework.** The amendments designate future land uses and zoning to accommodate the large majority of projected growth inside the existing UGA as reasonable measures in areas served by high-capacity transit, with a mix of residential and employment uses in transit station areas, with minor UGA adjustments.

- **Joint Planning.** The amendments support joint planning by planning for growth generally consistent with the initial 2044 growth targets developed through Snohomish County Tomorrow and adopted in the CPPs.

- **Development Patterns.** The amendments will promote well designed growth and more vibrant communities by directing the large majority of new growth into UGAs in areas served by high-capacity transit, instead of rural and resource lands.

- **Housing.** The amendments focus the majority of new growth into UGAs served by high-capacity transit, allowing a variety of housing types and densities to facilitate safe, affordable, and diverse housing near jobs, services, and transit.

- **Economic Development and Employment.** The amendments include designating mixed-use areas in high-capacity transit station areas to improve the balance of jobs and housing and provide opportunities for further economic development.

- **Transportation.** The amendments support an efficient multimodal transportation system by focusing the majority of growth into UGAs in areas served by high-capacity transit.

- **The Natural Environment and Climate Change.** The amendments reduce pressure to convert rural and resource lands by directing the majority of new growth into UGAs served by high-capacity transit, minimizing increased greenhouse gas emissions and vehicle miles traveled.

- **Public Services and Facilities.** The amendments focus the majority of new residential and employment growth away from rural and resource areas and into UGAs in areas served by high-capacity transit and existing public services to ensure the health, safety, conservation of resources, and economic vitality of our communities and all residents.

F. The amendments are consistent with the Snohomish County Land Use Element Policy 1.A.1 by including UGA technical corrections that do not increase residential or employment capacity and do not result in total additional population capacity within the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent.

G. The amendments are necessary to maintain internal consistency with the other elements of the GMACP as required by RCW 36.70A.070.

H. Procedural requirements.

1. SEPA requirements with respect to this non-project action have been satisfied through the completion of a DEIS issued on September 6, 2023, and a Final EIS issued on August 27, 2024.

2. The proposal is a Type 3 legislative action pursuant to SCC 30.73.010.

3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce for distribution to state agencies on April 16, 2024.

4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC. The general public and various interested agencies and parties were notified of the public hearings by means of legal notices, the county website, and over 38,554 direct mail notices sent to owners and neighbors of affected properties. Notification was provided in accordance with SCC 30.73.050 and SCC 30.73.070 and consistent with Title VI of the Civil Rights Act of 1964.

5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2018 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.

I. This ordinance is consistent with the record.

1. The amendments to the FLU Map are necessary to:
   a. accommodate the projected population, employment, and housing growth over the next twenty years to 2044; and
   b. adopt the FLU designations in the Urban Core Subarea Plan element of the GMACP, supported by the policies of the Urban Core Subarea Plan and developed through extensive public participation and coordination with service providers and nearby jurisdictions, in order to provide internal consistency and plan for and support future extension of light rail into the unincorporated Southwest UGA within the 2044 planning horizon; and
   c. redesignate and rezone areas within the existing Southwest UGA in municipal urban growth areas that are part of the High Capacity Transit Communities regional geography of the VISION 2050 as reasonable measures to promote infill and redevelopment, accommodate projected growth in population, employment, and housing over the next twenty years to 2044, and provide a greater variety of housing and densities to serve all income segments and demographic groups; and
   d. adopt a technical amendment of the northern boundary of the Arlington UGA to correct a demonstrated mapping error; and
   e. to remove FLU designations for parcels that have been annexed or recorded into tribal trust and are no longer under County jurisdiction.

2. The rationale for the amendments to the FLU Map is described in more detail in sections I and II, III.B.1, 2 and 5, and IV through IX of the staff report dated September 11, 2023, and the report dated October 10, 2023, as they relate to Alternative 2 FLU redesignations that are not part of the docket or Council-initiated UGA expansions, both of which were presented to the Planning Commission and the County Council, as well as in the Planning Commission recommendation letter dated January 16, 2024, and the Executive recommendation memo dated March 26, 2024.

3. FLU Map revisions to implement the Mon2 docket proposal are described and explained in this and the following findings. The Mon2 docket changes amend the FLU Map by expanding the Monroe UGA by approximately 22 acres near Chain Lake Road. This location would be redesignated on the FLU Map from Rural Residential with a

Rural/Urban Transition Area overlay to Urban Low Density Residential. The expansion area and designation are set forth in Exhibit B to this ordinance.

The amendments to UGA boundaries, FLU map designations, and zoning result in a small UGA sizing safety factor for residential capacity within the composite countywide UGA including cities that is in addition to the projected 20-year land area needs but within the acceptable range described as a safety factor below. These amendments help assure adequate housing availability and choices during the planning period, as documented in the 2024 UGA Land Capacity Analysis.

4. RCW 36.70A.070 requires internal consistency between elements of a comprehensive plan and the future land use map. The amendments proposed in the Mon2 docket proposal are consistent with RCW 36.70A.070, because the amendments maintain internal consistency between the GMACP FLU Map and the area-wide zoning map.

5. The Mon2 docket future land use map changes are consistent with RCW 36.70A.110(3) requirements for the location of future urban employment and population growth. Expansion of the Monroe UGA is in an area already characterized by urban growth and that has adequate public facilities to serve urban development. This area has adequate access to urban public facilities and services consistent with the 2024 Transportation Element, Parks and Recreation Element, and Capital Facilities and Utilities Element of the GMACP. Chapter 3.2 of the Draft EIS provides documentation on impacts and mitigation. The Mon2 docket request expansion area is roughly 60% surrounded by the Monroe UGA and the remaining 40% of surrounding property consists of lots developed before GMA adoption that are too small to conform to the current R-5 zoning for the area or to the plan designation of Rural Residential. Thus, the Mon2 docket proposal is in a location surrounded by (1) urban growth and (2) pre-GMA development that visually fits more closely with contemporary understanding of urban growth than with contemporary understanding of rural growth based on lot sizes but where urban services such as sewer and other urban infrastructure have not been extended. The Mon2 site itself is in a location between these areas where public facilities and services can be readily extended to serve new urban growth on the site without having that result in urban development abutting any rural areas that are not already partially urban in character.

6. The Mon2 amendments are consistent with RCW 36.70A.130(1)(e), which requires that comprehensive plan amendments be consistent with the GMA. The amendments are consistent with the GMA requirements for accommodating additional residential capacity in RCW 36.70A.110(2) as the amendments are necessary to provide sufficient capacity. The amendments provide a small increase in population capacity (estimated at 179 additional population), in addition to the projected 20-year land area needs. This increase is within the permissible UGA sizing safety factor discussed below. The proposed actions will help ensure housing availability and choice throughout the planning period, as documented in the 2024 UGA Land Capacity Analysis (LCA). This specific change adds more capacity for detached single family residences and other moderate density housing types, which as documented in the LCA represent less than one third of the future residential development capacity in the combined urban areas (and where more than two thirds of the future development capacity is for multifamily housing options).

7. Consistent with RCW 36.70A.115, the Mon2 amendment, will, in combination with extensive reasonable measures to increase capacity within the existing UGA as documented in the 2024 Reasonable Measures Report, ensure sufficient land suitable for development as documented in the 2024 UGA Land Capacity Analysis.

8. The Mon2 amendments are consistent with RCW 36.70A.100 and 36.70A.210. These require that a comprehensive plan be consistent with the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPPs) and the CPPs. The amendments are consistent with the MPPs and the CPPs as analyzed and described in the findings below.

    a. The Mon2 amendments are consistent with the MPPs. The amendments maintain consistency with the MPPs, including MPPs RGS-4, RGS-6, and RGS-12, by amending the GMACP FLU Map for a minor expansion of the Monroe UGA to provide additional capacity to address need for additional single family residences and other moderate density housing types in the composite UGA. Consistent with MPP RGS-4 because it helps accommodate demand for single family and moderate density housing in a UGA, thus reducing market pressure to satisfy the demand for such housing in surrounding rural areas. These actions take place after adoption of development regulations by both Snohomish County and the City of Monroe to increase capacity for such housing, but where such reasonable measures within the UGA have failed to reduce the rural growth rates to a level consistent with adopted targets. Consistent with MPP RGS-5, this minor UGA adjustment would ensure a stable and sustainable UGA by ensuring adequate land capacity within the UGA sufficient to accommodate the 2044 targets and using pre-GMA development at non-rural densities to delineate the new UGA boundary and provide a transition to other areas that are more clearly rural in character. Consistent with MPP RGS-12 because this minor expansion of the UGA as authorized by MPP RGS-5 does not create a conflict or contradiction with regional planning or transportation objectives in the Regional Growth Strategy (MPP RGS-12) as further described under discussion of CPP GF-4 below.

    b. The Mon2 docket amendments are consistent with the CPPs. The amendments help maintain a 20-year supply of residential land for the Monroe UGA and do not cause the composite countywide UGA capacity to exceed permissible thresholds. The Mon2 docket proposal amendments are consistent with CPP GF-4 which defines consistency with VISION 2050 and the Regional Growth Strategy as the absence of conflicts and contradictions with regional planning and transportation objectives, while allowing flexibility in detail as long as local actions retain overall consistency per RCW 36.70A.100 and WAC 365-196-510. The Mon2 docket proposal amendments are consistent with CPP DP-2 which guides UGA changes as part of the periodic update of the GMACP.

        i. The Mon2 docket amendments are consistent with CPP DP-2.a because the expansion is supported by the 2024 UGA Land Capacity Analysis consistent with RCW 36.70A.110 as the additional land would help ensure that land supply meets the projected 20-year land area need; thus, the plan would provide for adequate housing availability and choice throughout the planning period.

ii. The Mon2 docket amendments are consistent with CPP DP-2.b as they do not result in total additional population capacity within the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent.

iii. The Mon2 docket amendments are consistent with CPP DP-2.c as the amendments are otherwise consistent with the GMA as documented in the record and this ordinance.

iv. The Mon2 docket amendments are consistent with CPP DP2.d because the City of Monroe supports this minor expansion as documented in the record, including a May 2, 2024, letter from the Mayor to the County Council which cites an April 25, 2024, vote in favor of the Mon2 docket application by the City Council. This letter supports the proposed UGA expansion in part to help Monroe achieve new GMA housing requirements for middle housing options and to allow additional connections between existing developments, parkland, and a multimodal trail along Chain Lake Road. Although the City does not elaborate on its reasoning, the letter also requests that the future land use map "designation and associated zoning not change until the City annexes the property." Here the County Council makes several findings of why including the expansion with an Urban Low Density Residential plan designation and R-9,600 zoning is in the public interest. First, for the County's comprehensive plan and zoning to be consistent with GMA, the County must apply an urban future land use designation and urban zoning at the time of UGA expansion. Second, any future urban development at the Mon2 site will require extension of urban utilities, some of which the City controls. Third, the City has generally required annexation before allowing extension of utilities controlled by the City. Fourth, by controlling utility extension and generally only allowing that extension after annexation, the City can achieve its other goals for the site as described in the May 2, 2024, letter, without relying on the County to expand the UGA while continuing to apply a rural future land use designation and zoning to the site.

v. The Mon2 docket amendments are consistent with CPP DP-2.e.2 as the UGA expansion is a result of the review of UGAs to accommodate the succeeding twenty years of projected growth, as projected by the State Office of Financial Management, and adopted by the County as the 20-year urban allocated population projection as required by RCW 36.70A.130(3).

9. The Mon2 docket proposal amendments follow a consideration of reasonable measures consistent with CPP GF-7.b. As documented in the 2024 Reasonable Measures Report, reasonable measures adopted since the 2021 Buildable Lands Report analysis, included in the 2024 Update of the GMACP, or recommended as part of separate ordinances to comply with recent changes in state law, account for a substantial increase to population capacity within the existing UGA, representing a large majority of the additional population capacity documented in the 2024 UGA Land Capacity Analysis above what was estimated for the No Action alternative in the DEIS.

10. The Mon2 docket proposal amendments are consistent with the GMACP policies. The amendments are consistent with the Snohomish County Land Use Element Policy 1.A.1 by including UGA expansions that do not result in total additional population or employment capacity in the Snohomish County composite UGA that would exceed the

total 20-year forecasted UGA population growth by more than 15 percent. The amendments are consistent with LU Policy 1.A.9 because the expansion complies with the GMA and is consistent with the CPPs, including CPP DP-2, as described herein.

11. FLU Map revisions to implement a portion of the MV2 docket proposal are described and explained in this and the following findings. The MV2 docket proposal, as revised, would amend the FLU Map by expanding the Marysville UGA by approximately 39 acres to include parcels 31052700100400, 31052700100500, and 31052700400200 plus rail right-of-way to the west and road right-of-way for 67th Ave NE to the east. This location would be redesignated on the FLU Map from Rural Residential-10 to Urban Industrial. The expansion area and designation are set forth in Exhibit C to this ordinance. The effects of the MV2 amendment, as revised, is described herein.

12. RCW 36.70A.070 requires internal consistency between elements of a comprehensive plan and the future land use map. The amendments proposed the MV2 docket proposal, as revised, are consistent with RCW 36.70A.070, because the amendments maintain internal consistency between the GMACP FLU Map and the area-wide zoning map.

13. As revised, the MV2 docket proposal future land use map changes are consistent with RCW 36.70A.110(3) requirements for the location of future urban employment growth. Expansion of the Marysville UGA is in an area already characterized by urban industrial growth to the north and to the west. The subject site is in a location where public facilities to serve urban development on site can be extended. This area has adequate access to urban public facilities and services consistent with the 2024 Transportation Element, Parks and Recreation Element, and Capital Facilities and Utilities Element of the GMACP. Chapter 3.2 of the Draft EIS provides documentation on impacts and mitigation. The MV2 docket site, as revised, is in a triangular location wedged between urban industrial land in the City of Marysville and an arterial road (67th Ave NE) which would form a logical new UGA boundary in this area.

14. The revised MV2 docket amendments are consistent with RCW 36.70A.130(1)(e), which requires that comprehensive plan amendments be consistent with the GMA. The amendments are consistent with the GMA requirements for preparing a land use element that designates land for industrial uses in proximity to housing, thereby using a planning approach to reduce per capita vehicle miles traveled and greenhouse gas emissions (RCW 36.70A.070(1)) because adding additional employment capacity in the north part of the Snohomish County's composite UGA will help create a better jobs-to-housing balance and thereby help reduce the length of commuter trips from surrounding residential areas.

15. Consistent with RCW 36.70A.115, the revised MV2 amendment, will, in combination with reasonable measures to increase capacity within the existing UGA as documented in the 2024 Reasonable Measures Report, ensure sufficient land suitable for development as documented in the 2024 UGA Land Capacity Analysis. A specific reasonable measure taken to increase industrial capacity since the prior periodic update to the GMACP was adoption of Amended Ordinance 16-013 (Ord. 16-013), which reduced minimum parking requirements for most industrial uses by 1/3 thereby allowing more buildings and employees on the same amount of land. Although Ord. 16-013 increased employment capacity generally, it did not increase the number of available "large developable industrial sites" specifically and did not resolve a small shortfall in employment capacity for the Marysville UGA as documented in the Land Capacity Analysis. As applied to the

revised MV2 amendment, the change will add more capacity for employment in proximity to housing, by adding a new large developable industrial site consistent with the criteria for such in CPP DP-2.e.7 as described below.

16. The MV2 amendments, as revised, are consistent with RCW 36.70A.100 and 36.70A.210. These require that a comprehensive plan be consistent with the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPPs) and the CPPs. The amendments are generally consistent with the MPPs and the CPPs as analyzed and described in section 3.2.2 of the DEIS, in the September 11, 2023, and October 10, 2023, PDS staff reports to the Planning Commission, and in the additional findings below that provide specific reasons why the revised (reduced) version of MV2 is consistent with the MPPs and CPPs.

c. The MV2 amendment, as revised, is consistent with the MPPs. The amendments maintain consistency with the MPPs, including MPPs RGS-4, RGS-5, RGS-6, RGS-10, and RGS-12, by amending the GMACP FLU Map for a minor expansion of the Marysville UGA to provide additional employment capacity, including capacity for "large developable industrial sites" as that phrase is used in the CPPs and as discussed below.

    a. Consistent with MPP RGS-4 by accommodating employment growth in a UGA and when expansion of that UGA (Marysville) is not in conflict with the goals of the regional open space and conversation plan.

    b. Consistent with MPP RGS-6 by first having adopted reasonable measures to optimize development potential of existing industrial land generally and then by expanding the UGA only to address a capacity shortfall for the Marysville UGA of 93 jobs as described in the DEIS for the no action alternative. Further, where the expansion is taking place is in a location to accommodate a specific need for a large developable industrial site as authorized by the CPPs.

    c. Consistent with MPP RGS-10, by amending the GMACP FLU Map for a minor expansion of the Marysville UGA to increase the share of employment growth in the designated cascade manufacturing industrial center. This helps maintain a 20-year supply of industrial land for the Marysville UGA, including both employment capacity in a general sense and a sufficient supply of large developable industrial sites specifically.

    d. Consistent with MPP RGS-5 and MPP RGS-12 because this minor expansion of the UGA as authorized by MPP RGS-5 does not create a conflict or contradiction with regional planning or transportation objectives in the Regional Growth Strategy (MPP RGS-12) as further described under discussion of CPP GF-4 below.

    d. The MV2 amendment, as revised, is consistent with the CPPs. The MV2 amendment, as revised, is consistent with CPP GF-4 which defines consistency with VISION 2050 and the Regional Growth Strategy as the absence of conflicts and contradictions with regional planning and transportation objectives, while allowing flexibility in detail as long as local actions retain overall consistency per RCW 36.70A.100 and WAC 365-196-510. The MV2 amendment, as revised, is also consistent with CPP DP-2 which guides UGA changes as part of the periodic update of the GMACP.

a. Consistent with CPP DP-2.a because a land capacity analysis adopted by the County Council found an employment capacity shortfall in the Marysville UGA of 93 jobs if no action was taken. Meanwhile, the addition employment capacity estimate for the MV2 proposal, as revised, would result in an employment capacity increase of 29 additional jobs per an email from PDS staff to the County Council on September 27, 2024. Adding the additional capacity for the MV2 amendment, as revised, to the no action estimate of employment capacity would leave a remaining employment capacity deficit in the Marysville UGA of 64.

b. Consistent with CPP DP-2.c as the amendments are otherwise consistent with the GMA as documented in the record and this ordinance.

c. Consistent with CPP DP-2.d which requires either support of the affected city or, after consultation with that city, findings by the County Council on how the expansion serves the public interest. The City of Marysville has not directly commented on the MV2 proposal as revised. With respect to the larger MV2 proposal, an internal City email from September 12, 2023, that was forwarded by City staff to County staff on October 4, 2024, describes the City's position as "remaining neutral on this UGA request and we [the city] are following the progress to see what the County does." Based on this position of neutrality for the larger MV2 expansion and absence of specific comment by the City on the MV2 proposal, as revised, the County Council finds that the MV2 proposal, as revised, is in the public interest because it helps to address an employment capacity shortfall in the Marysville UGA. Further, it does so by specifically adding another large developable industrial site in relative proximity to an area with rapidly growing housing stock and thereby helps to maintain a healthy jobs to housing balance in the north part of Snohomish County.

d. Consistent with CPP DP-2.e.4.b as the amendment will provide additional employment capacity to help accommodate the projected employment needs of the Marysville UGA.

e. Consistent with CPP DP-2.e.7 as the amendment will provide additional industrial land to meet continued need for large industrial sites.

17. The MV2 docket proposal amendment, as revised, is consistent with the GMACP policies, including Land Use Objective 1.A, Land Use Objective 6.D, and Natural Environment Objective 1.B.

a. Consistent with Land Use Objective 1.A which requires maintenance of UGAs with sufficient capacity to accommodate the majority of the county's projected population and employment growth.

i. Consistent with LU Policy 1.A.1 by including UGA expansions that do not result in total additional population or employment capacity in the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent (because the amendment would have no impact to population capacity).

ii. Consistent with LU Policy 1.A.9 because the expansion complies with the GMA, has occurred after adoption of reasonable measures, and is consistent with the CPPs, including CPP DP-2, as described herein.

b. Consistent with Land Use Objective 6.D which designates an area outside the Marysville Urban Growth Area as Rural Residential-10 (RR-10) to "maintain large parcel patterns for small farm and low density rural uses" because, although geographically reduced, the remaining RR-10 designation may still serve that objective.

i. Consistent with LU Policy 6.D.1, by concurrent amendment to Ordinance 24-033 that specifically exempts the parcels in the MV2 proposal, as revised, from the boundaries of the RR-10 designation described by this policy.

ii. The County Council makes note that the parcels within the expansion area are not designated as Agricultural Resource lands on the County's Future Land Use Map. The RR-10 designation is a rural land use designation rather than an agricultural land use designation. Since its establishment, the purpose of the RR-10 designation has been to include:

> *lands which have been previously designated agriculture in pre-GMA subarea comprehensive plans or zoned Agriculture-10 Acre. The existing Agricultural-10 Acre zone will continue to remain in place until the Comprehensive Plan is amended in the future and implementing regulations for this designation are adopted.*
>
> *This category provides for an alternative rural lot size and possible set of uses which can accommodate a wider variety of rural uses and lots, be used where hazardous and critical areas require lower density and be applied as a transition category between resource lands/critical areas and rural residential/urban areas.*

iii. With respect to the RR-10 designation, the boundaries of which are to be reduced by the MV2 proposal, as revised, the County Council finds that since adoption of the RR-10 designation, no implementing regulations for this designation have been adopted. Instead, Snohomish County has adopted regulations to project development from flood hazards, geologic hazards, and to protect various types of critical areas. These new regulations apply countywide, not just to the RR-10 designated areas. Such regulations serve to implement the policy purpose of addressing hazardous and critical areas in the RR-10 designation, including the area to be made formerly RR-10 by the addition of the MV2 proposal, as revised, to the Marysville UGA.

c. Consistent with Natural Environment Objective 1.B which directs the county to accommodate growth "in a manner that maintains and protects elements of the natural environment" because of specific implementation of NE policies 1.B.1 and 1.B.4 as follows.

i. Consistent with NE Policy 1.B.1, which requires consideration of land use plan designations and development regulations that take into account several environmental considerations. These requirements have been met through

programmatic implementation of development regulations in SCC Title 30. The County Council finds that surface water resources will be protected by the MV2 proposal, as revised. The MV2 proposal, as revised, is much smaller than the original MV2 proposal and any future development would be subject to development regulations that have been adopted and updated since the original adoption of NE Policy 1.B.1. For instance, compliance with Chapter 30.62A will result in adequate mitigation of adverse or significant adverse impacts on wetlands, fish and wildlife habitat conservation areas and their buffers for compliance with the State Environmental Policy Act (SEPA) (SCC 30.62A.030). Compliance with Chapter 30.62B SCC provides adequate mitigation under SEPA for geologically hazardous area (SCC 30.62B.030) and compliance with Chapter 30.62C provides adequate mitigation for critical aquifer recharge areas (SCC 30.62C.030). Similarly, compliance with drainage requirements of Chapter 30.63A and land disturbing activity requirements in Chapter 30.63B provide adequate mitigation for environmental considerations listed in NE Policy 1.B.1.

ii. Consistent with NE Policy 1.B.4 which says to "plan for growth in a manner that encourages reduction of sprawl, meets GMA housing goals and places employment and residential uses in close proximity to reduce impacts to air quality" because the MV2 proposal, as revised, would help accommodate employment growth in proximity to residential growth, thereby helping to reduce impacts to air quality.

J. This ordinance is consistent with RCW 36.70A.067, which requires that the initial effective date of an action that expands an urban growth area designated under RCW 36.70A.110 is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of the comprehensive plan, development regulation, or amendment to the plan or regulation, implementing the action, as provided in RCW 36.70A.290(2); or (2) If a petition for review to the growth management hearings board is timely filed, upon issuance of the board's final order.

Section 2. The County Council makes the following conclusions:

A. The amendments to the GMACP maintain internal consistency.

B. The amendments are consistent with the CPPs and the MPPs.

C. The amendments are consistent with and comply with the procedural and substantive requirements of the GMA.

D. The County has complied with all SEPA requirements with respect to this non-project action.

E. The amendments do not result in an unconstitutional taking of private property for a public purpose.

Section 3. The Snohomish County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding, which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit A to this ordinance, which is attached hereto and incorporated by reference into this ordinance.

Section 5. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit B to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Monroe UGA and redesignation.

Section 6. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit C to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Monroe UGA and redesignation.

Section 7. The County Council directs the Code Reviser to update SCC 30.10.060 pursuant to SCC 1.02.020(3).

Section 8. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board (Board), or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause, or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause, or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

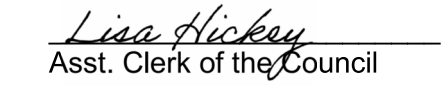
Section 9. The effective date of this ordinance is as provided in the Snohomish County Charter Section 2.110 and SCC 2.48.126, except as follow. Consistent with RCW 36.70A.067, the effective date of this ordinance is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of this ordinance, as provided in RCW 36.70A.290(2); or (2) if a petition for review to the Growth Management Hearings Board is timely filed, upon issuance of the Board's final order affirming the ordinance or a decision by a court of law concluding the ordinance complies with the GMA.

PASSED this 4th day of December 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish, Washington

Council Chair

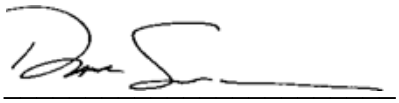
ATTEST:



Asst. Clerk of the Council

(X) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: December 12, 2024



County Executive

ATTEST:

Melissa Geraghty

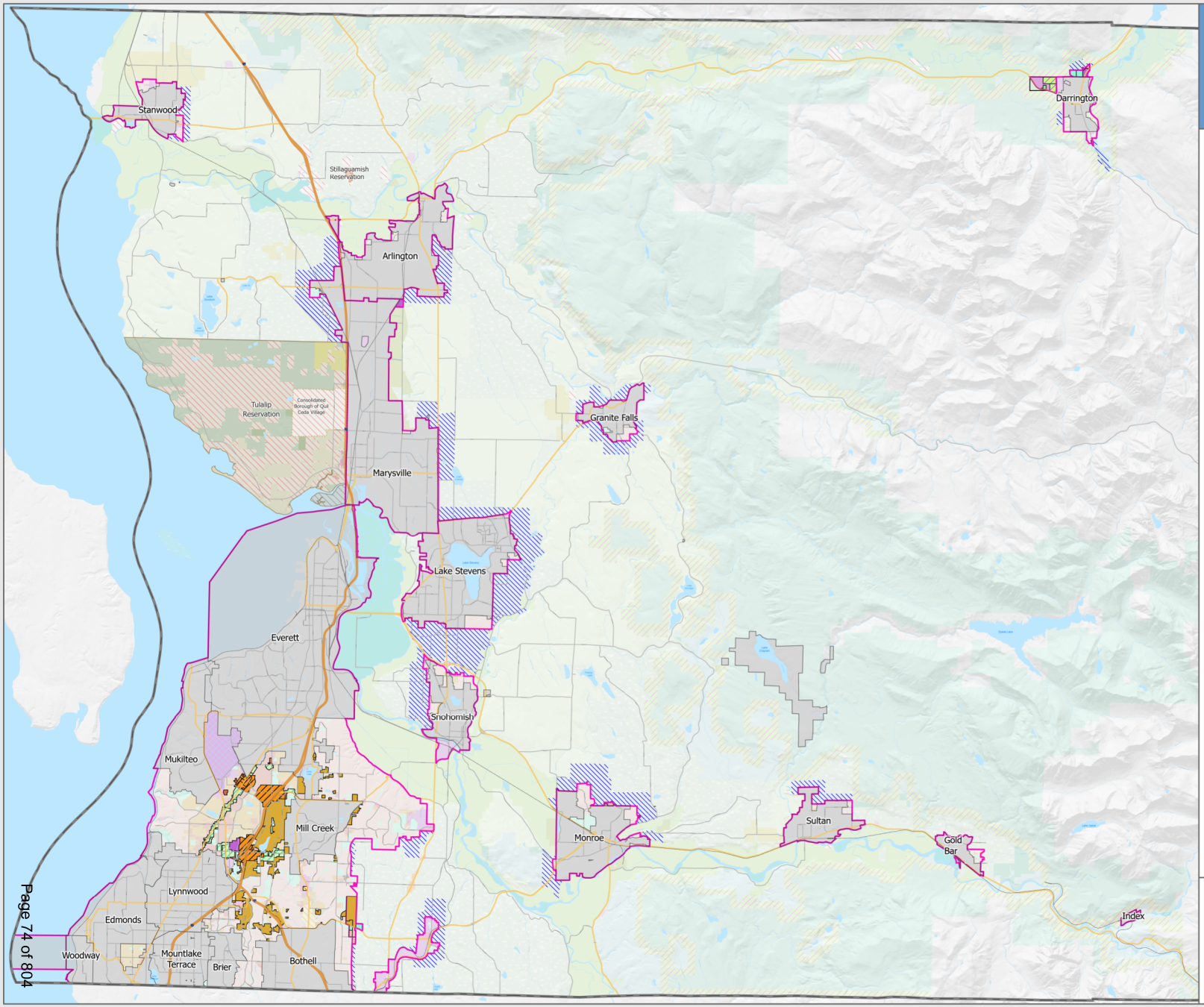
Approved as to form only:

_____

Deputy Prosecuting Attorney

EXHIBIT A

[INSERT FLU MAP HERE]



SNOHOMISH COUNTY 2024 GMA COMPREHENSIVE PLAN FUTURE LAND USE

Amended Ordinance No. 24-031

Current FLU Designations

- Clearview Rural Commercial
- Commercial Forest
- Commercial Forest - Forest Transition Area
- Local Commercial Farmland
- Local Forest
- Low Density Rural Residential (1 DU/20 Acres)
- National Forest (Includes Some Private and Non-Federal Public Lands
- Public/Institutional Use
- Recreational Land
- Reservation Commercial
- Riverway Commercial Farmland
- Rural Freeway Service
- Rural Industrial
- Rural Residential (1 DU/5 Acres Basic)
- Rural Residential - RD (1 DU/5 Acres)
- Rural Residential-10 (1DU/10 Acres)
- Rural Residential-10 Resource Transition (1 DU/10 Acres)
- Rural Residential-5 (1 DU/5 Acres)
- Transit Pedestrian Village
- Upland Commercial Farmland
- Urban Center
- Urban Commercial
- Urban High Density Residential
- Urban High Density Residential/Urban Industrial (overlapping designations)
- Urban Horticulture
- Urban Industrial
- Urban Low Density Residential (3 DU/Acre Gold Bar and Darrington)
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban Village

Amended FLU Designations

- Commercial Forest - Forest Transition Area
- Public/Institutional Use
- Rural Industrial
- Rural Residential - RD (1 DU/5 Acres)
- Urban Center
- Urban High Density Residential
- Urban Industrial
- Urban Low Density Residential (3 DU/Acre Gold Bar and Darrington)
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban Village
- Light Rail Community
- Mixed Use Corridor
- Incorporated Area
- Map Amendments

Other

- Tribal Land
- Rural/Urban Transition Area
- Manufacturing/Industrial Center (Uninc. Portion)
- County Boundary
- Incorporated Area
- Urban Growth Area (UGA)
- Amended UGA Boundary
- Tulalip Reservation
- Stillaguamish Reservation
- Consolidated Borough of Quil Ceda Village
- Lakes
- Streams
- Railroad
- Interstate
- State Route
- Arterial

0 2 4 Miles

Snohomish County

Snohomish County Data and Map Disclaimer

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

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Exhibit B: Future Land Use Map Changes

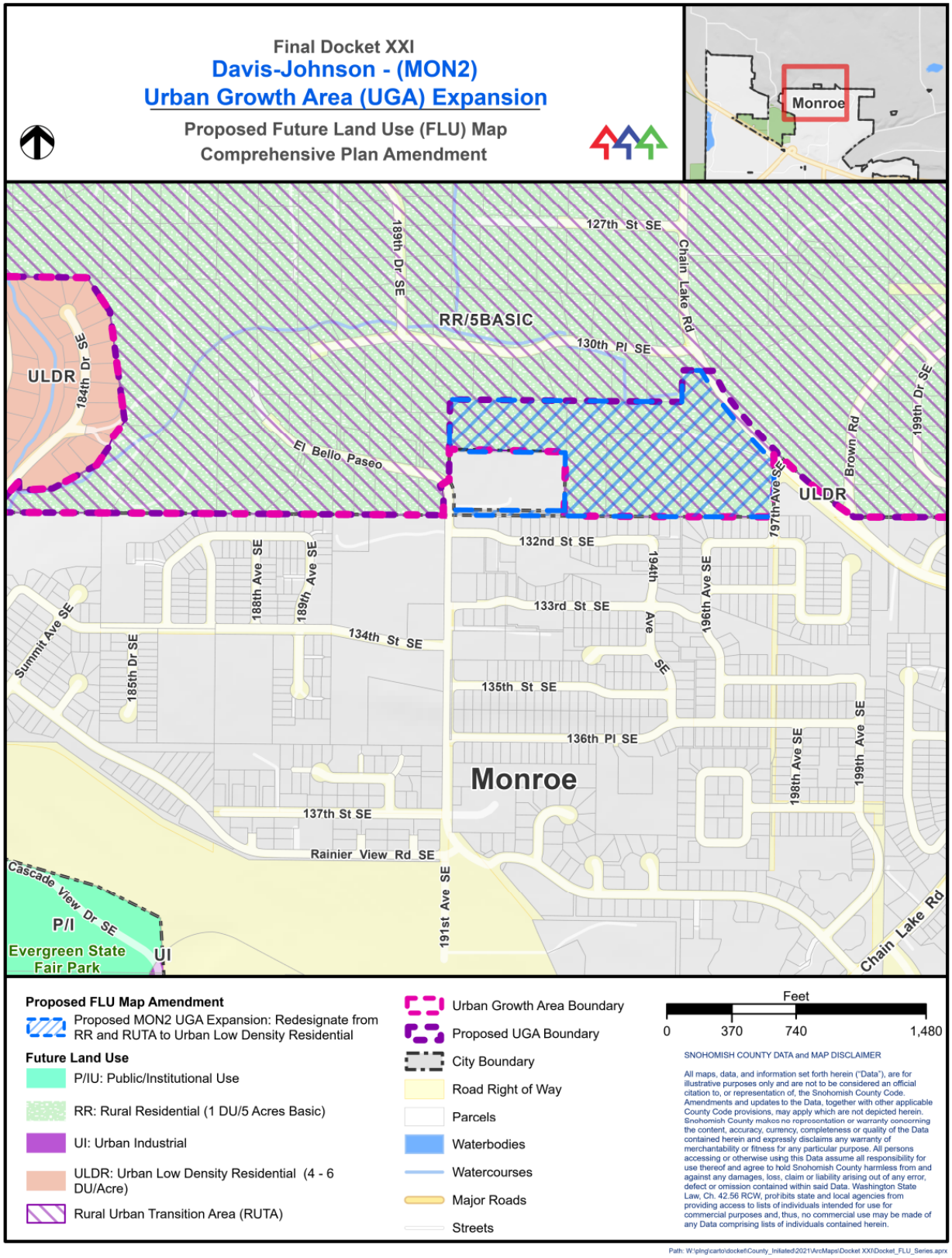


Exhibit C: Future Land Use Map Changes

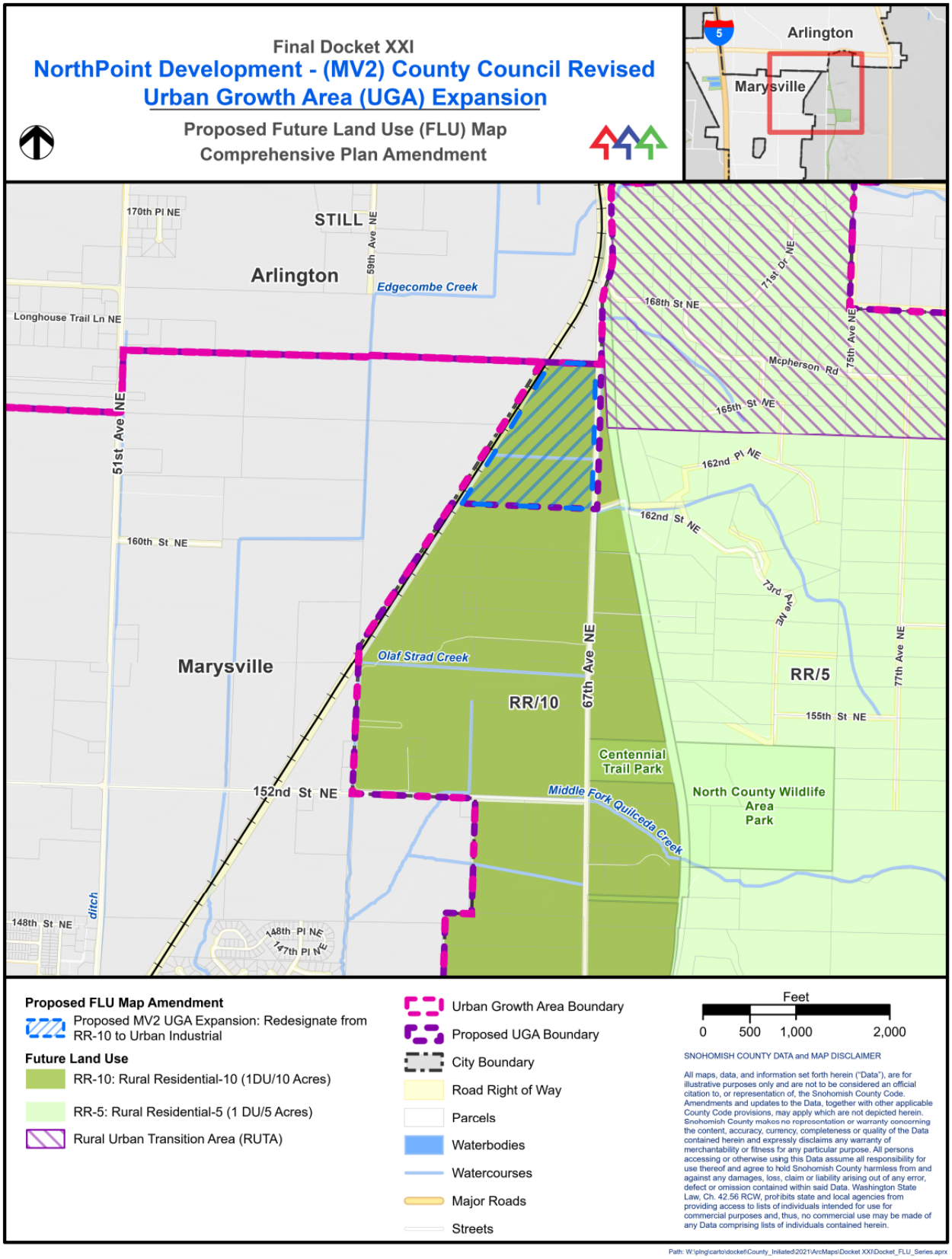


Exhibit 3 – Snohomish County Ordinance 24-033, 2044 Allocations for Unincorporated UGAs

Adopted: December 4, 2024
Effective: December 22, 2024, except UGA expansions and related zoning effective as provided in Section 40 of this ordinance

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

AMENDED ORDINANCE NO. 24-033

RELATING TO MANDATORY UPDATES OF THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, PURSUANT TO RCW 36.70A.130; ADOPTING TEXT, POLICY, AND MAP AMENDMENTS TO THE COMPREHENSIVE PLAN; AND ADOPTING AN URBAN GROWTH AREA LAND CAPACITY ANALYSIS

WHEREAS, Snohomish County ("the county") adopted the Snohomish County Growth Management Act Comprehensive Plan (GMACP) on June 28, 1995, through passage of Amended Ordinance No. 94-125; and

WHEREAS, the county has amended the GMACP several times since its adoption, most recently by Amended Ordinance No. 21-060 on October 6, 2021, and Amended Ordinance No. 22-028 on September 14, 2022; and

WHEREAS, the county must conduct a periodic review of its GMACP pursuant to Revised Code of Washington (RCW) 36.70A.130(3), which directs counties planning under the Growth Management Act (GMA) to take legislative action to review and, if needed, revise their comprehensive plans and development regulations to ensure that population, employment, and housing growth for the succeeding 20-year period can be accommodated; and

WHEREAS, on November 1, 2021, the county began the State Environmental Policy Act (SEPA) scoping period, and held two virtual public meetings on November 9 and November 15, 2021, to kick off the review of the GMACP and to seek comments on a scope for an Environmental Impact Statement (EIS); and

WHEREAS, the county published the SEPA scoping public notice in English, Spanish, and Korean in the Everett Herald, sent it to agencies and interested parties as contained in the Planning and Development Services (PDS) SEPA Distribution List, and posted it to the Snohomish County website; and

WHEREAS, the county created a project website to disseminate information related to the update of the GMACP and to provide opportunities for public input. The website was continually updated over the planning process and included a calendar of events related to Snohomish County Planning Commission ("Planning Commission") briefings and hearings and other public engagement opportunities; and

WHEREAS, the county provided regular briefings on the update of the GMACP to the Snohomish County Tomorrow (SCT) Planning Advisory Committee, SCT Steering Committee, SCT Executive Committee, and SCT Community Advisory Board; and

WHEREAS, the county conducted a visioning process from November 2021 through May 2022, to develop a Vision Statement with the public to be contained in the GMACP Introduction and to guide the GMACP; and

WHEREAS, the 2015 GMACP was difficult to navigate and use because it was composed of a General Policy Plan (GPP), Transportation Element, Capital Facilities Plan, and Park and Recreation Element, and the GPP also included Transportation, Capital Facilities, and Parks and Recreation Chapters; and

WHEREAS, the county reformatted the 2024 GMACP to allow for a more streamlined user experience where important information is less likely to be missed; and

WHEREAS, the county conducted extensive public engagement for the GMACP update with an emphasis on reaching historically and currently marginalized communities that included online surveys, newsletters translated into Spanish, Korean, and Vietnamese, in-person events across Snohomish County in 2022 and 2023, and 30-day comment periods for the goals, objectives, and policies of existing and newly created elements before transmittal of the proposed GMACP amendments to the Planning Commission; and

WHEREAS, the Planning Commission was provided information on the proposed changes to the GMACP including policy and map amendments in briefings on March 28, April 25, May 23, June 27, July 25, August 22, September 12, and September 26, 2023; and

WHEREAS, the county issued the Draft Environmental Impact Statement (DEIS) on September 6, 2023, and the 45-day public comment period ended on October 23, 2023; and

WHEREAS, the county created an online interactive mapping tool for the public to review the zoning and Future Land Use Maps (FLUMs) studied for each of the three land use alternatives and make site specific comments during the DEIS comment period; and

WHEREAS, county staff held in-person public open houses on September 12 and September 23, 2023, to provide the public an opportunity to obtain information and comment on the DEIS and proposed amendments to the GMACP, FLUM, and zoning; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2023, to receive public testimony concerning the proposed amendments contained in this ordinance; and

WHEREAS, the notice of the public open houses and Planning Commission public hearing was mailed to over 38,554 addresses in Snohomish County (including those potentially affected by proposed changes and those within 500 feet of a proposed change located within an urban growth area and 1,000 feet of a proposed change outside of an urban growth area), published in the Everett Herald, posted to the project website, and posted on-site at final docket properties; and

WHEREAS, after the conclusion of its public hearing, the Planning Commission deliberated on November 14 and November 15, 2023, and voted to recommend adoption of the amendments contained in this ordinance, as shown in its recommendation letters dated January 16, 2024; and

WHEREAS, the Snohomish County Executive ("Executive") reviewed staff and public input, and the Planning Commission recommendation and made additional recommendations that differ from the Planning Commission as outlined in the memorandum dated March 26, 2024, and that are reflected in the content of this Ordinance; and

WHEREAS, on _____, 2024, the Snohomish County Council ("County Council") held a public hearing after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance; and

WHEREAS, following the public hearing, the County Council deliberated on the amendments contained in this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council makes the following findings:

A. The County Council adopts and incorporates the foregoing recitals as findings as if set forth in full herein.

B. This is a proposal to amend the Snohomish County GMACP as required under RCW 36.70A.130.

C. These amendments were developed in consideration of the fifteen goals of the GMA for the development of local comprehensive plans, as codified at RCW 36.70A.020, and reflect a careful balancing of these goals within the local conditions of Snohomish County. The goals generally are advanced by this ordinance as follows:

- GMA Goal 1 "Urban Growth" – The amendments maintain the focus of directing the majority of new growth into existing urban growth areas (UGAs).

- GMA Goal 2 "Reduce Sprawl" – The amendments reduce the pressure to convert rural and resource lands.

- GMA Goal 3 "Transportation" – The amendments maintain an efficient multimodal transportation system by encouraging growth in UGAs.

- GMA Goal 4 "Housing" – The amendments accommodate housing affordable to all economic segments of the population by promoting infill development with a variety of residential densities and housing types within the UGA while encouraging the preservation of existing housing stock.

- GMA Goal 5 "Economic Development" – The amendments continue to promote the retention and expansion of existing businesses and recruitment of new businesses.

- GMA Goal 6 "Property rights" – The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September 2018, entitled

"Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property," to help local governments avoid the unconstitutional taking of private property. The process outlined in that advisory memorandum was used by Snohomish County to objectively evaluate the amendments and balance the rights of property owners with other GMA goals.

- GMA Goal 7 "Permits" – The amendments will not adversely impact the processing of permits in a timely and fair manner.

- GMA Goal 8 "Natural Resource Industries" – The amendments are generally focused on unincorporated UGAs and will not impact natural resource industries.

- GMA Goal 9 "Open Space and Recreation" – The amendments will enhance open space and recreation through the Land Use and Parks and Recreation Elements.

- GMA Goal 10 "Environment" – The amendments will protect the environment by focusing the majority of new growth into UGAs.

- GMA Goal 11 "Citizen Participation" – The GMACP update process has involved early and continuous public participation.

- GMA Goal 12 "Public Services and Facilities" – The amendments will have adequate public services as demonstrated by an updated Capital Facilities and Utilities, Transportation, and Parks and Recreation Elements.

- GMA Goal 13 "Historic Preservation" – The amendments will enhance historic preservation through the cultural resources subelement of the Land Use Element and the addition of a new Tribal Coordination Element.

- GMA Goal 14 "Climate Change and Resiliency" – The amendments will help the county mitigate against and adapt to climate change with the addition of a new Climate Change and Resiliency Element.

- GMA Goal 15 "Shorelines of the State" – The amendments will protect the shorelines of the state by focusing the majority of new growth into UGAs.

D. The GMA requires mandatory elements to be included within comprehensive plans pursuant to RCW 36.70A.070. The amendments incorporate both mandatory and optional elements in compliance with the GMA and in line with the best available science and public input.

E. The amendments better achieve, comply with, and implement the Puget Sound Regional Council (PSRC) Multi-County Planning Policies (MPPs) of VISION 2050.

- **Regional Collaboration.** The amendments are consistent with regional and countywide policies and have been developed through inclusive coordination and public participation. The amendments support regional collaboration throughout the GMACP and specifically within the Interjurisdictional Coordination Element as well as the new Tribal Coordination and Urban Core Subarea Plan Elements.

- **Regional Growth Strategy.** The amendments focus on growth within existing urban areas specifically within centers and near transit stations, while protecting rural and resource lands. The new Urban Core Subarea Plan details the planning around the coming Light Rail Stations and the amended Land Use and Transportation Elements provide further policies on growth in line with the Regional Growth Strategy.

- **Environment.** The amendments minimize impacts on the natural environment and minimize any increase in greenhouse gas emissions by focusing the majority of new growth into UGAs. The Land Use Element and the Parks and Recreation Element incorporate the Regional Open Space Conservation Plan; new urban tree canopy policies are incorporated into the Natural Environment Element; and a new Climate Change and Resiliency Element works to protect the environment.

- **Climate Change.** The new Climate Change and Resiliency Element details the county's greenhouse gas reduction goals and policies that surround increasing resiliency.

- **Development Patterns.** The amendments direct the majority of new growth away from rural and resource areas and into UGAs and urban centers where infrastructure is available.

- **Housing.** The amendments enhance the availability of affordable, healthy, safe housing choices for all economic segments of the population and promote a variety of housing types. Policy amendments are strengthened to promote fair and equitable housing for all people.

- **Economy.** The amendments support a prospering and sustainable local economy by supporting the retention and expansion of local businesses, encouraging tourism-related industries, and encouraging continued investment in education and training.

- **Transportation.** The goals, objectives, and policies within the repealed and replaced Transportation Element maintain an efficient multimodal transportation system and help the region prepare for the coming light rail.

- **Public Services.** The goals, objectives, and policies within the repealed and replaced Capital Facilities and Utilities Element maintain requirements for utilities and public service providers to adopt six-year and/or twenty-year capital facility plans that demonstrate adequate public services will be available for new and existing development over the 2044 planning horizon.

F. The amendments will better achieve, comply with, and implement the CPPs. The CPPs establish a countywide framework for developing and adopting county, city, and town comprehensive plans.

- **General Framework.** The amendments accommodate the large majority of projected growth inside the existing UGA in areas served by high-capacity transit, with a mix of residential and employment uses in transit station areas.

- **Joint Planning.** The amendments support joint planning by planning for growth generally consistent with the initial 2044 growth targets developed through Snohomish County Tomorrow and adopted in the CPPs.

- **Development Patterns.** The amendments promote well-designed growth and more vibrant communities by directing the majority of new growth into UGAs, particularly near transit service, instead of into rural and resource lands.

- **Housing.** The amendments direct new growth into urban areas to facilitate safe, affordable, and diverse housing for all economic segments of the population near jobs and/or transit.

- **Economic Development and Employment.** The amendments promote the retention and expansion of local businesses, encourage tourism-related industries, and encourage continued investment in education and training. The Land Use Element and the FLUM designate new commercial and mixed-use areas to provide opportunities for further economic development.

- **Transportation.** The repeal and replace of the Transportation Element maintains an efficient multimodal transportation system and coordination within the region by encouraging growth around arterials and transit services.

- **The Natural Environment and Climate Change.** The amendments reduce pressure to convert rural and resource lands by directing the majority of new growth into UGAs, in particular along transit corridors, to minimize increased greenhouse gas emissions and vehicle miles travelled.

- **Public Services and Facilities.** The amendments ensure that adequate public services will be available for new and existing development through the adoption of a new Capital Facilities and Utilities Element, Transportation Element, and Parks and Recreation Element.

G. The amendments are necessary to maintain internal consistency with the other elements of the GMACP as required by RCW 36.70A.040.

H. Procedural requirements.

1. SEPA requirements with respect to this non-project action have been satisfied through the completion of a Draft EIS issued on September 6, 2023, and a Final EIS issued on August 27, 2024.

2. The proposal is a Type 3 legislative action pursuant to SCC 30.73.010.

3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce for distribution to state agencies on April 16, 2024.

4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC. The general public and various interested agencies and parties were notified of the public hearings by means of legal notices, the county website, and over 38,554 direct mail notices sent to owners and neighbors of affected properties. Notification was provided in accordance with SCC 30.73.050 and SCC 30.73.070 and consistent with Title VI of the Civil Rights Act of 1964.

5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2018 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes of this ordinance.

I. This ordinance is consistent with the record.

1. The GMACP is reformatted to combine the previously separate General Policy Plan (GPP), Transportation Element, Capital Facilities Plan, and Park and Recreation Element into one document containing all elements of the GMACP. This reformatting is intended to reduce redundancies in the GMACP and make the document easier to navigate. Topics addressed as chapters within the GPP are now referred to as elements of the GMACP.

2. The GMACP Cover, Name Page, Table of Contents, List of Figures, and List of Tables are amended to be consistent with the amendments of the GMACP. A Tribal Land Acknowledgment is added to acknowledge the original inhabitants of what we now call Snohomish County. A List of Maps is also added to replace the map portfolio present in the online version of the GPP and list the required Land Use Element Maps that will be present within the Land Use Element. These pages are shown in Exhibit A of this ordinance.

3. Many of the amendments to the GMACP are minor or housekeeping in nature and are intended to achieve the following purposes:
   a. Address inadvertent errors, omissions, and inconsistencies.
   b. Delete outdated or inaccurate information.
   c. Delete previously repealed policies and renumber remaining policies.
   d. Revise text and policies to ensure internal consistency throughout the GMACP, and between GMA, GMACP, MPPs, and CPPs.
   e. Update terminology to better align with current state and federal policy and program initiatives.
   f. Incorporate more respectful and inclusive language.
   g. Update information to reflect the 2044 plan horizon.
   h. Improve the readability of the elements.
   i. Reflect the reorganization of the GMACP into a single document containing all elements.

4. All amendments to the GMACP are described in more detail in staff reports presented to the Planning Commission and the memo to the County Council from the Executive dated March 26, 2024. In addition, certain amendments are described in more detail in subsequent findings.

5. There are three new elements to the GMACP including Climate Change and Resiliency, the Urban Core Subarea Plan, and Tribal Coordination. These new elements better align the GMACP with the GMA, MPPs, CPPs, and public sentiment.

6. The Introduction to the GMACP is a repeal and replace to reorganize and rewrite the contents as shown in Exhibit B of this ordinance. The rewrite removes dated material that relates to the last major GMACP update in 2015 and earlier versions. With the reformatting of the GMACP, the Introduction also now serves the entire GMACP instead of only the elements within the previous GPP. The Introduction includes a new Vision Statement for 2044 to unify the different elements of the GMACP and provide clarity for staff, the public, and elected officials about what the county is planning toward. The Vision Statement has its foundations in VISION 2050 and was made county-specific through public engagement.
    a. Public sentiment on many topics has evolved since the last major GMACP update, and there have been significant shifts in demographics, the economy, and housing in Snohomish County as well as a global pandemic. The Introduction presents this context, the new Vision Statement, and describes updates to the MPPs adopted in 2020, and the CPPs adopted in 2021 with initial growth targets adopted in 2022 and 2023. The Introduction demonstrates the GMACP's consistency with regional and local directives and provides community, legislative, and historical context.

    b. The rationales for the repeal and replace are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated March 10, 2023 (Introduction), and September 12, 2023 (2024 Update Briefing Wrap-Up).

7. The GMACP amendments to the Population and Employment Element are shown in Exhibit C of this ordinance.

    a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated March 10, 2023 (Population and Employment Element), and September 12, 2023 (2024 Update Briefing Wrap-Up), and the Executive Recommendation Transmittal Memo dated March 26, 2024.

    b. The cooperative planning process of Snohomish County Tomorrow (SCT) generated 2044 initial growth targets for the county during 2021 that allocate projected population and employment growth within city and county areas using the Washington State Office of Financial Management's (OFM) population projections, the Regional Growth Strategy (RGS) from PSRC's VISION 2050, and a further distribution of population and employment RGS allocations to jurisdictions in each of the PSRC regional geographies in Snohomish County, consistent with CPP Appendix C. The initial population and employment growth targets for Snohomish County were adopted in Ordinance No. 22-003 by the County Council on February

23, 2022, into Appendix B of the CPPs. They indicate a need to increase UGA capacity and decrease population growth in rural areas.

(1) Compared with the Population and Employment policies in the county's 2015 GMA plan update, VISION 2050 increased the share of the county's projected population growth between 2017-2050 that was allocated to UGAs from 91.5% to 95.5%, and reduced the rural population growth share from 8.5% to 4.5%. Once updated population figures from the 2020 U.S. Census were included in the development of the 2020-2044 population growth targets by SCT and adopted as initial growth targets in the CPPs to be used for the GMACP in Snohomish County, the remaining shares of countywide population growth rose to 96.7% for UGAs and dropped to 3.3% for rural areas.

(2) Within urban areas, the 2044 initial growth targets follow policy direction in VISION 2050 prioritizing the allocation of growth to areas within or near centers and high-capacity transit that are affiliated with cities for annexation, and in ways that support the jobs/housing balance and infill development in UGAs.

(3) The population growth targets for 2044 contained in the Population and Employment Element, Tables PE-1 and PE-2, are generally consistent with the 2044 initial population growth targets shown in the Countywide Planning Policies. They have been revised to address the following information that arose subsequent to the development of the initial population targets at SCT in 2021:

(i) 2044 initial housing growth targets were developed by SCT in 2022-2023 consistent with the Washington State Department of Commerce guidance. They were adopted into Appendix B of the CPPs by the County Council on July 19, 2023, in Ordinance No. 23-062. Part of Commerce's housing needs methodology included housing units needed to make up for the underproduction of housing relative to demand that has occurred over the past decade or more. This resulted in higher housing targets than originally anticipated since the calculation of net new housing need is inclusive of both housing to address historic undersupply as well as housing to address new population growth. In some parts of the unincorporated UGA, this resulted in a shortfall of capacity for the housing targets even though there was adequate capacity for the population targets. For these locations, 2044 housing targets and corresponding population targets were shifted to other unincorporated UGAs with surplus housing and population capacity.

(ii) In three Urban Unincorporated Areas (Monroe, Maltby, and the Silver Firs Gap), there are large residential projects that are pending or already underway which were not fully included during the development of the population targets by SCT in 2021. For these three locations, the 2044 population targets were adjusted upwards by 880 persons in order to fully

account for the buildout of the current pending projects. Half of the source for this upward adjustment came from other Urban Unincorporated Areas and the other half came from unincorporated High Capacity Transit Community locations with initial housing capacity deficits.

(iii) The 2020-2044 population growth targets within the county's unincorporated UGAs also reflect revisions to the UGA Land Capacity Analysis that used a corrected critical areas layer in four unincorporated urban areas (Lake Stickney Gap, Larch Way Overlap, Silver Firs Gap, and Maltby UGA), and updated pending residential project information in three unincorporated urban areas (Bothell MUGA, Lynnwood MUGA, and Maltby UGA).

(iv) The following table shows the revisions made to the 2020-2044 population growth targets within the county's unincorporated UGAs, as set forth in Tables PE-1 and PE-2, compared with the 2020-2044 initial population growth targets contained in the CPPs:

	CPP Initial Targets: Population Change, 2020-2044	Revised Population Change, 2020-2044	Difference
HCT Communities (Unincorporated only)	75,849	75,275	(574)
Bothell MUGA	10,927	9,633	(1,294)
Edmonds MUGA	908	766	(142)
Everett MUGA	17,136	19,151	2,015
Lynnwood MUGA	19,783	19,783	0
Mill Creek MUGA	13,377	10,789	(2,588)
Mukilteo MUGA	8,178	8,178	0
Larch Way Overlap	5,540	6,974	1,434
Urban Unincorporated Areas (Excluding HCT)	11,057	11,631	574
Arlington UGA	307	314	7
Brier MUGA	150	154	4

Darrington UGA	111	111	0
Gold Bar UGA	38	25	(13)
Granite Falls UGA	187	187	0
Lake Stevens UGA	315	244	(71)
Marysville UGA	1	(4)	(5)
Monroe UGA	407	801	394
Mountlake Terrace MUGA	7	7	0
Snohomish UGA	405	405	0
Stanwood UGA	290	292	2
Sultan UGA	149	149	0
Woodway MUGA	271	271	0
Lake Stickney Gap	3,800	3,271	(529)
Silver Firs Gap	4,193	4,878	685
Maltby UGA	426	525	99
Paine Field Area	0	0	0
Total Unincorporated UGA	86,906	86,906	0

(v) The revised 2044 population growth targets resulting from the above adjustments do not exceed the upper bookends for population growth evaluated for each county subarea under the DEIS Alternative 3 (Higher Growth alternative).

(vi) The revised 2044 population growth targets do not significantly depart from the VISION 2050 RGS-based shares of population growth by regional geography as shown in the CPPs and are thus considered consistent with RGS:

	CPP Initial Targets: Population Change, 2020-2044	Revised Population Change, 2020-2044	Difference
HCT Communities (Unincorporated only)	75,849	75,409	(440)
Bothell MUGA	10,927	9,825	(1,102)
Edmonds MUGA	908	766	(142)
Everett MUGA	17,136	19,269	2,133
Lynnwood MUGA	19,783	19,783	0
Mill Creek MUGA	13,377	10,789	(2,588)
Mukilteo MUGA	8,178	8,178	0
Larch Way Overlap	5,540	6,799	1,259
Urban Unincorporated Areas (Excluding HCT)	11,057	11,497	440
Arlington UGA	307	316	9
Brier MUGA	150	154	4
Darrington UGA	111	111	0
Gold Bar UGA	38	25	(13)
Granite Falls UGA	187	187	0
Lake Stevens UGA	315	244	(71)
Marysville UGA	1	(4)	(5)
Monroe UGA	407	803	396
Mountlake Terrace MUGA	7	7	0
Snohomish UGA	405	405	0
Stanwood UGA	290	293	3
Sultan UGA	149	149	0
Woodway MUGA	271	271	0
Lake Stickney Gap	3,800	3,410	(390)
Silver Firs Gap	4,193	4,485	292
Maltby UGA	426	640	214

Paine Field Area	0	0	0
Total Unincorporated UGA	86,906	86,906	0

(v) The revised 2044 population growth targets resulting from the above adjustments do not exceed the upper bookends for population growth evaluated for each county subarea under the DEIS Alternative 3 (Higher Growth alternative).

(vi) The revised 2044 population growth targets do not significantly depart from the VISION 2050 RGS-based shares of population growth by regional geography as shown in the CPPs and are thus considered consistent with RGS:

Snohomish County's 2020-2044 Population Growth Shares by Regional Geography:		
Regional Geography	CPP Population (2020-2044)	Revised Population Shares
Metro City	22.2%	22.2%
Core Cities	12.4%	12.4%
HCT Communities	**49.7%**	**49.6%**
Cities & Towns	8.8%	8.8%
Urban Unincorporated	**3.6%**	**3.7%**
Rural	3.3%	3.3%
Total Snohomish County	100.0%	100.0%

8. The GMACP amendments to the Land Use (LU) Element are shown in Exhibit D of this ordinance.
   a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated April 7, 2023, (Land Use Element) and September 12, 2023 (2024 Update Briefing Wrap-Up), and the Executive Amendment Memo dated March 26, 2024.

   b. Amendments recognize each goal of the LU Element as a separate subelement with consistent formatting and language. The exception is the Airport Compatibility subelement that includes two existing LU Goals, 12 and 13. The LU Element is comprised of interrelated land use goals which form the basis of the county's land use strategy and each subelement includes narrative, goals, objectives, and policies to carry out the land use strategy.

   c. A new section in the LU Element narrative discusses the Vision Statement and describes how the LU Element will help move the county toward the GMACP's Vision for 2044. This addition helps connect the LU Element with the rest of the GMACP.

d. A new Equity subelement is added to be consistent with the Vision Statement as well as VISION 2050, the CPPs, the Executive's June 12, 2020, Proclamation on racial justice, and public sentiment.
   (1) Planning decisions have historically upheld and instituted social and racial inequities. The new goal, objectives, and policies of the Equity subelement acknowledge this history and commit to improving the county through measures such as eliminating barriers to public participation in decision making, identifying historically and currently marginalized communities, and making investments that meet the needs of current and future residents and employers, particularly in historically and currently marginalized communities. The new subelement helps demonstrate Snohomish County's commitment to equitably and meaningfully engage and plan with historically and currently marginalized communities. Much of the policy language comes directly from the MPPs and CPPs and gives special consideration to environmental justice as defined in RCW 36.70A.070.

e. The LU Element incorporates the initial growth targets throughout the subelements. The urban and rural growth allocations were displayed in percentages in the 2015 GMACP and this is removed in the 2024 GMACP to instead direct the public directly to the CPPs or reference real numbers to reduce confusion over the VISION 2050 versus CPPs percentages. The Rural Lands subelement also includes a trigger for when strategies to reduce rural growth must be implemented to achieve the growth targets (LU Policy 6.A.1), and policies within the Urban Growth Areas, Urban Development Patterns, Centers, and Urban Design subelements aim to increase density within existing UGAs and policies within the Rural Lands subelement aim to reduce rural growth. For instance, the minimum net density required in new urban developments is increased from 4 to 6 dwelling units per net acre in amended LU Policy 2.A.1, and rural cluster subdivisions will be permitted but no longer encouraged within amendments to LU Policy 6.B.1. Other policies focus on increasing densities, especially within Transit Emphasis Corridors and Centers, and also help to implement the initial growth targets by encouraging and incentivizing growth within urban areas.

f. All policies focused on annexation are reorganized under one new objective within the Urban Growth Areas subelement. All policies related to annexation are compiled under new Objective LU 1.E so it is easier for the public and cities to find and utilize the policies. The new objective displays the County's continued support of annexation of unincorporated urban areas into cities and towns.

g. The Urban Development Patterns subelement is amended to clarify how transportation and land use planning work together to create livable communities.

h. The Centers subelement is amended to explain the hierarchy of Centers in the county and introduce countywide centers to be consistent with the MPPs and CPPs.

(1) Countywide centers were newly added to the MPPs and CPPs, with Appendix I of the CPPs listing candidate countywide centers. A new objective and policies are added to be consistent with this regional and countywide change and to formally recognize the countywide centers, including the creation of a countywide centers map.

(2) Amendments add two new center designations on the FLU Map - Light Rail Community and Mixed Use Corridor – and remove a repealed designation – Transit Pedestrian Villages. The Urban Core Subarea Plan Element introduces the Light Rail Community and Mixed Use Corridor designations to serve as new centers based on access to light rail and bus rapid transit stations. The new designations help plan for the coming light rail to the county.

(3) Addition of a policy that supports the County pursuing the designation of Countywide Growth Centers as Regional Growth Centers under PSRC's VISION 2050 plan.

i. Amendments to the Urban Design subelement to describe the meaning of compatibility and clarify that compatibility does not only depend on height and scale. Amendments also add criteria encouraging public art, bike parking, places to sit, and energy efficient building design consistent with the MPPs, CPPs, and HB 1181.

j. Revitalization of the Small Area and Neighborhood Structure subelement to focus on the neighborhood scale and reduce the number of policies. While the county does not create neighborhood plans, there is the potential for the county to aid neighborhoods in the future and the amendments help to clarify this and streamline the policies. Changes also remove references to pre-1995 plans that are now out-of-date, remove UGA specific requirements when codes are in place to implement regardless of the UGA, and move necessary UGA specific requirements to the Future Land Use Designation subelement.

(1) Remove Policy 5.B.1 as this is a UGA specific policy that is no longer necessary. Staff determined it is not necessary to require General Commercial (GC) projects to apply for a site development plan and receive administrative and conditional use permits when the same standards can be ensured with a commercial building permit and site plan. Streamlining GC project review could help the county achieve GMA, MPP, and CPP goals and policies around promoting businesses and recruiting new businesses such as CPP DP-38. There is a desire to amend Chapter 30.31B and 30.31A SCC to streamline the procedures for GC projects and this repeal will allow such a code amendment project to occur.

k. Amendments to the Rural Lands subelement provide an explanation of the growth targets as well as real population numbers to better describe existing and expected trends. Amendments also provide examples of strategies to reduce growth rates to meet targets, remove policies that are counter to the targets, and change policies to allow but no longer encourage rural cluster subdivisions.

(1) To ensure that the VISION 2050-based rural population target of 144,190 by the year 2044 is not exceeded, issued building permits for new housing units outside the County's UGAs should not exceed 220 new units per year. This

calculation is based on the 2044 initial housing growth targets that were adopted by the County Council into the CPPs on July 19, 2023, and assumes continuation of the recent number of units demolished outside the UGA of about 30 per year. Recent trends over the 2017-2022 period, indicate that an annual average of 440 new housing units have been permitted per year outside of Snohomish County's UGA. However, annual totals show that rural permitting has recently been on a downward path, with 295 housing units permitted outside the UGA in 2022, and 335 in 2023. While this is encouraging, the current trend line of rural growth between 2020-2044 suggests that the 2044 population target may be reached by 2031 unless action is taken to further reduce the growth rate outside of UGAs. The amendments within the Land Use (see findings 8.e. and 8.h. above), Urban Core Subarea Plan (see finding 18 below), and Population and Employment (see finding 7 above) Elements primarily encourage reduced rural growth by allowing and incentivizing additional development to accommodate projected growth in urban areas. Focusing more growth in urban areas will help to reduce development pressures in the rural areas outside of the UGA. For instance, the new MUC designation within the southwest UGA will allow for taller, higher-density residential, office, and commercial mixed-use development uses than currently allowed, that are both encouraged by and will utilize the planned mass transit systems along those corridors. The 2024 Reasonable Measures Report, which is provided as part of the record for the 2024 Update, more fully documents actions to increase capacity within the UGA. The Rural Lands subelement also includes amended policies focused specifically on rural growth.

(2) Amended LU Policy 6.A.1 is consistent with MPP-RGS-1, MPP-RGS-14, and CPP DP-26 because it puts in place a standard that triggers the requirement for the County to implement strategies, such as a cap on total rural population growth, annual metering of building permits or lots, or adjustments to development regulations, to bring rural growth trends back into alignment with the adopted target. Amended LU Policy 6.A.1 combined with the other policy amendments to encourage urban growth and reduce rural growth will manage and reduce rural growth rates over time, consistent with the Regional Growth Strategy, and will assist the county in achieving its rural population growth target.

(a) Amended LU Policy 6.A.1 requires the county to monitor rural growth and take additional action if the rural population target will be exceeded. The amended policy includes potential strategies that could be utilized by the county to reduce growth immediately.

(b) The amended policy includes a two year trigger to implement these strategies because the amended policies within the Comprehensive Plan and implementing regulations will likely provide an immediate impact on the rural growth trend line. Two years is the minimum amount of time that the County will need to propose, review, and take necessary actions to adopt further code changes to reduce rural growth.

(3) Amend LU Policy 6.B.7 (renumbered from 6.B.9) related to water service in rural areas based on public comments requesting that development be

encouraged to hook up to existing systems that could provide water to rural development.

(4) New policies related to septic systems to help justify the continued operation of the County's Savvy Septic program and be consistent with MPPs and the state law.

(5) New policy to reduce the risk and mitigate against wildfire risk to help the County be consistent with HB 1181 as well as the 2021 Washington State Building Codes, including the 2021 amendments to the Washington Fire Code, effective October 29, 2023.

(6) Amended LU Policy 6.D.1 exempts from the area this policy describes as to be designated as Rural Residential-10 an expansion of the Marysville UGA and concurrent redesignation of the listed parcels to Urban Industrial.

l. Amendments to the Agricultural Lands subelement to update the number of listed GMA planning goals to align with RCWs, and streamline the history of agriculture in the county. The addition of new policies to allow the restoration and conservation of agricultural lands to align with public sentiment and CPPs.

(1) There are also new and revised policies that could allow the restoration and conservation of agricultural lands if desired by the property owner. One issue of concern regarding the natural environment in the county is the historic conversion of natural estuary areas into farmland by constructing flood control structures, and the subsequent removal or breaching of these control structures to allow the return of natural inundation processes restoring habitat for anadromous fish. The new policies clarify that the restoration of habitat is not considered an intrusion on agricultural uses. There is also a new policy to specifically implement strategies to preserve agricultural lands. Together these new and revised policies are consistent with GMA planning goals that support farms, the environment, and fish with a special focus on anadromous fish.

(2) There is a new policy 7.A.4 added by the Planning Commission after deliberations to require the county to conduct a comprehensive review of designated and non-designated agricultural lands in an effort to preserve the farmland of the county.

m. Amendments to the Forest Lands subelement to streamline history and update statistics. There are also a number of redundant or code-like policies and criteria in the Forest Lands subelement that are repealed.

(1) There is a new policy 8.A.5 added by the Planning Commission after deliberations to require the county to conduct a comprehensive review of designated and non-designated forest lands in an effort to preserve the forest lands of the county.

n. Amendments to the Mineral Lands subelement to streamline the history and update statistics. There are also redundant or code-like policies and criteria in the Mineral Lands subelement that are repealed, and amendments also incorporate the Mineral Conservation zone repeal by Ordinance No. 21-060.

o. Amend the Open Space, Shoreline, and Scenic Resources subelement to incorporate the PSRC's Regional Open Space Conservation Plan and to preserve urban open spaces, especially those near underserved communities to be consistent with the MPPs and CPPs.

p. Amend the Cultural Resources subelement to include a more encompassing history of the county, and to include updates made to the SCC since the last update.

q. Amend the Airport Compatibility subelement to incorporate changes in the county's public use airports since the last update.

r. Amend the Transfer and Purchase of Development Rights subelement to streamline the history.
   (1) New LU Policy 14.A.5 provides the policy direction to support SCC 30.35A.025(4) which authorizes the County Council to consider a landowner request to designate additional TDR sending areas, including rural areas, that meet one or more significant conservation, open space, habitat, watershed or resource values.
   (2) Amendments to LU Policies 14.A.9 and 14.A.10 that allow for an increase in the number of multi-family units that can be provided in lands designated as Light Rail Community and Mixed-Use Corridor without the use of TDR credits.
   (3) Amendments to LU Policies 14.A.12 and 14.A.13 that allow for a variety of incentives for the use of TDR credits. The Urban Core Subarea Plan Element supports an increase in the number and variety of multi-family housing units.

s. Minor amendments to the existing LU Maps to update data layers with new information such as the location of the UGA boundaries and new recreational or utility facilities. The existing maps are renumbered after a new LU Map 2 Countywide Centers is added to implement new Centers policies and help the element be consistent with the MPPs and CPPs.

t. Amendment to the FLUM designations to add new FLU designations, remove a repealed FLU designation, and amend other designations to align with amendments made to existing LU policies. The FLUM is proposed to be amended by separate ordinance, Ordinance No. ____.

9. The GMACP amendments to the Housing Element are shown in Exhibit E of this ordinance.
   a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated July 25, 2023, (Housing Element) and September 12, 2023, (2024 Update Briefing Wrap-Up), as well as the Executive Amendments Memo dated March 26, 2024.

   b. The cooperative planning process of SCT generated 2044 initial housing targets for the county in 2023 that allocate projected housing needs within city and county areas using the Council-adopted initial population targets and guidance from the Washington State Department of Commerce. The initial housing targets for

Snohomish County were approved by the County Council in Ordinance No. 23-062 on July 19, 2023. SCT also allocated the projected housing need within city and county areas by income-level, including permanent supportive housing and emergency housing, using guidance from Commerce. These numbers indicate a need to plan for housing affordable to all income levels, but especially for very low- and extremely low-income households.

(1) The amended introductory text includes a new section on housing targets. This section includes information on the housing target process and two tables, HO-2 and HO-3, showing the housing targets by UGA and MUGA.

(2) The introductory text also includes the county's current housing need and projected housing need by income band, as well as for permanent supportive housing and emergency housing. This information also meets the requirement under GMA that housing elements include the number of housing units necessary to manage projected growth.

c. The housing growth targets for 2044 contained in the Housing Element are generally consistent with the 2044 initial housing growth targets shown in the CPPs. They have been revised to address the following information that arose subsequent to the development of the initial housing targets by SCT:

(1) 2044 initial housing growth targets were developed by SCT consistent with the Washington State Department of Commerce guidance. Part of Commerce's housing needs methodology included housing units needed to make up for the underproduction of housing relative to demand that has occurred over the past decade or more. This resulted in higher housing targets than originally anticipated since the calculation of net new housing need is inclusive of both housing to address historic undersupply as well as housing to address new population growth. In some parts of the unincorporated UGA, this resulted in a shortfall of capacity for the housing targets even though there was adequate capacity for the population targets. For these locations, 2044 housing targets and corresponding population targets were shifted to other unincorporated UGAs with surplus housing and population capacity.

(2) In three Urban Unincorporated Areas (Monroe, Maltby, and the Silver Firs Gap), there are large residential projects that are pending or already underway which were not fully included during the development of the initial population and housing targets by SCT. For these three locations, the 2044 housing targets were adjusted upwards by 460 units in order to fully account for buildout of the current pending projects. Half of the source for this upward adjustment came from other Urban Unincorporated Areas and the other half came from unincorporated High Capacity Transit Community locations with initial housing capacity deficits.

(3) The 2020-2044 housing growth targets within the county's unincorporated UGAs also reflect revisions to the UGA land capacity analysis that used a corrected critical areas layer in four unincorporated urban areas (Lake Stickney Gap, Larch Way Overlap, Silver Firs Gap, and Maltby UGA), and updated pending residential project information in three unincorporated urban areas (Bothell MUGA, Lynnwood MUGA, and Maltby UGA).

(4) The following table shows the revisions made to the 2020-2044 housing growth targets within the county's unincorporated UGAs, as set forth in Tables HO-2 and HO-3, compared with the 2020-2044 initial housing growth targets contained in the CPPs:

	CPP Initial Targets: Net New Housing Units Needed, 2020-2044	Revised Net New Housing Units Needed, 2020-2044	Difference
HCT Communities (Unincorporated only)	39,859	39,629	(230)
Bothell MUGA	5,393	4,817	(576)
Edmonds MUGA	534	460	(74)
Everett MUGA	8,856	9,971	1,115
Lynnwood MUGA	10,560	10,560	0
Mill Creek MUGA	7,477	6,125	(1,352)
Mukilteo MUGA	4,243	4,243	0
Larch Way Overlap	2,797	3,455	658
Urban Unincorporated Areas (Excluding HCT)	5,551	5,781	230
Arlington UGA	119	124	5
Brier MUGA	139	141	2
Darrington UGA	44	44	0
Gold Bar UGA	38	31	(7)
Granite Falls UGA	87	87	0
Lake Stevens UGA	216	179	(37)
Marysville UGA	3	0	(3)
Monroe UGA	207	414	207
Mountlake Terrace MUGA	4	4	0
Snohomish UGA	203	203	0
Stanwood UGA	138	139	1
Sultan UGA	73	73	0
Woodway MUGA	140	140	0
Lake Stickney Gap	1,787	1,583	(204)

Silver Firs Gap	2,178	2,331	153
Maltby UGA	175	287	112
Paine Field Area	0	0	0
Total Unincorporated UGA	45,410	45,410	0

d. The state requirements for housing elements were substantively amended by House Bill 1220 in 2021. To comply with the new requirements of the law, the Housing Element is amended, including:
   (1) Amendments to the introductory text to reflect the current housing element requirements and how the element itself meets those requirements.
   (2) Amendments to policies to include consideration of moderate density housing options, including duplexes, triplexes, and townhomes, within urban growth areas.
   (3) Amendments to address the requirement for jurisdictions to identify sufficient capacity of land for moderate, low, very low, and extremely low-income households, as well as emergency housing, emergency shelters, and permanent supportive housing.
      (a) The Residential Land Capacity Analysis is included in the Housing Needs Analysis, Appendix C to the GMACP. This analysis identifies sufficient capacity of land by income band and for emergency housing, emergency shelters, and permanent supportive housing.
      (b) Several policies are amended to include the new requirements for land capacity analysis.

   (4) Amendments to policies to address considerations for moderate, low, very low, and extremely low-income households.
      (a) The Housing Needs Analysis is included as an appendix to the GMACP (Appendix C). This appendix includes documentation of programs and actions needed to achieve housing availability, including gaps in local funding, barriers to development, and other limitations.
      (b) A new policy, HO 4.B.2, was added to establish a monitoring program for housing affordability. This policy will support the county in evaluating the effectiveness of affordable housing policies.
      (c) Supporting the development of housing affordable to all income bands in locations with access to transit, HO Policy 1.C.2 (renumbered from 1.C.3) is amended to add an incentive program for affordable housing within multifamily housing in areas that have access to transit.
      (d) Recognizing the importance of manufactured home communities in providing housing that is affordable to moderate and low-income households, HO Policy 1.B.3 the policy for manufactured home parks is amended to support the preservation of existing manufactured home parks, the construction of new manufactured home parks, the review of the development code for potential barriers to manufactured home park

construction.

(5) Amendments made to address racially disparate impacts, displacement, and exclusion in housing.
(a) The Housing Needs Analysis (GMACP Appendix C) identifies racially disparate impacts, displacement, and exclusion.
(b) A displacement risk map is included in the introductory text of the element to identify areas that are at a higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments.
(c) Several policies are amended and a new policy, HO 2.A.5, is added to support the undoing of racially disparate impacts and exclusion.
(d) A new objective, Objective HO 2.C, and supporting policies HO 2.C.1, HO 2.C.2, and HO 2.C.3 are added to address anti-displacement.

e. Several policies are deleted from the Housing Element including:
(1) HO Policy 3.A.4, which addresses building permit times. Because this policy refers to all building permits and was not housing specific the policy has been relocated to the Economic Development Element.
(2) HO Policy 2.B.2 and Policy HO 3.B.2 were deleted from the Housing Element because they were not housing specific and were duplicative of existing policies in the Land Use Element.
(3) HO Policy 3.B.5, which referenced a demonstration program for environmentally sensitive housing design. This program was ended in 2003.

10. The GMACP Transportation Element is shown in Exhibit F of this ordinance.
a. Prior to the adoption of this ordinance, the components of the Transportation Element were in the Transportation Chapter of the GPP and a separately identified Transportation Element, both of which are repealed by this ordinance. They are replaced with a single Transportation Element as indicated in Exhibit F of this ordinance.

b. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated August 7, 2023, (Transportation Element Update 2024) and September 12, 2023, (2024 Update Briefing Wrap-Up), as well as the Executive Amendments Memo dated March 26, 2024.

c. The goals, objectives, and policies of the Transportation Element are extensively reorganized and revised from 2015 versions to improve readability and clarity.

d. Objectives and policies primarily related to coordination and consistency are moved under Goal TR 1.

e. Objectives and policies primarily related to equity, health, and safety are moved under Goal TR 2.
(1) Goal TR 2 includes an emphasis on equitable transportation planning to be more consistent with the MPPs and CPPs.

(2) The Goal also includes an emphasis on safety in transportation planning, including the development of a Road Safety Plan and program to be more consistent with the MPPs and CPPs.

f. Objectives and policies primarily related to the environment and climate change are moved under Goal TR 3.
   (1) Goal TR 3 includes improvements to environmental protections, and a focus on mitigation and adaption to the effects of climate change, to be more consistent with the MPPs and CPPs.

g. Objectives and policies primarily related to the road system, in general, are moved under the new Goal TR 4.

h. Objectives and policies primarily related to active transportation are moved under Goal TR 5.
   (1) The amendments incorporate more robust active transportation planning, including a new methodology to analyze the stress level of bicycle facilities consistent with best practices from the state and other jurisdictions, and a revised bicycle facilities map with a focus on developing a skeletal bicycle network comfortable for most users throughout the County.

i. Objectives and policies primarily related to public transit are moved under Goal TR 6.

j. Objectives and policies primarily related to freight, and economic development are moved under Goal TR 7.

k. Objectives and policies primarily related to system efficiency and monitoring are moved under Goal TR 8.
   (1) The transportation Level of Service (LOS) Standards are moved into the policy section with no changes to the LOS Standards except for allowing Multimodal Corridors to include a higher Average Daily Traffic (ADT) threshold.
   (2) The amendments modify the designation criteria for Multimodal Corridors to improve multimodal transportation where it is most appropriate and to be more consistent with MPPs, CPPs, and recent changes to state law.
   (3) No changes are proposed to the LOS provisions and list of qualifying roadways for Rural Arterials with Urban Traffic as those previously adopted LOS standards recognize the function of these arterials as carrying urban traffic between UGAs rather than primarily providing access to rural land uses which will focus transportation investments on projects in the urban areas and discourage the construction of unnecessary roadway capacity improvements and unwanted rural growth consistent with the GMA, MPPs, and CPPs.

l. Objectives and policies primarily related to system improvements and financing are moved under Goal TR 9.
   (1) The amendments identify a revised list of transportation improvement projects that will adequately address any identified deficiency in the County's adopted LOS Standards.

(2) The amendments revise the transportation financial strategy to ensure that adequate funding is available for the transportation system improvements needed to support the planned land use and the policies contained in the Comprehensive Plan, while at the same time maintaining the County's adopted LOS Standards, access to new high-capacity transit facilities, and the public's safety.

11. The GMACP Parks and Recreation Element (PRE) is shown in Exhibit G of this ordinance.
    a. Prior to the adoption of this ordinance, the components of the Parks and Recreation Element were in the Parks and Recreation Chapter of the GPP and a separately identified Parks and Recreation Element, both of which are repealed by this ordinance. They are replaced with a single Parks and Recreation Element as indicated in Exhibit G of this ordinance.

    b. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated May 23, 2023, (Parks and Recreation Element Update 2024) and September 12, 2023 (2024 Update Briefing Wrap-Up).

    c. The reformatted structure of the PRE uses the goals to lead the explanatory narrative through contextual subjects. The reorganized goals start with a description of what the park system includes, then move on to describe implementation strategies, including the level of service methodology, acquisition priorities, and sustainable operations initiatives.

    d. Goal PR 1 retains the PRE's emphasis on providing regional park facilities within the context of a healthy environment and supporting growth within the urban growth areas. The PRE supports the implementation of both MPPs and CPPs, as well as regional plans and initiatives such as the Regional Open Space Conservation Plan.

    e. The PRE integrates strategic planning priorities that reflect the mission and vision of Snohomish County and the GMACP, such as a focus on equity (Goal PR 1), regional trails (Goal PR 3), climate change adaptation and resiliency (Goal PR 9), and providing the passive and active recreation facilities that are in highest demand by the community (Goal PR 2). These priorities are reflected in policies and actions listed within the PRE.

    f. Goal PR 7 updates the LOS Methodology in three ways:
        (1) Removing "waterfront miles" from the LOS metrics;
        (2) Adding "urban open space/preserve acres" as a new LOS metric; and
        (3) Allowing all park properties, including special use and open space/preserve properties to qualify as "necessary to support development," and therefore allow any type of park classification to feature the facilities that are required to meet demand and LOS minimum standards.

    g. The PRE enables the County to continue to seek innovative funding approaches to fund the parks and recreation system as needed to meet demand (Goals PR 3 and

9). Examples of funding strategies that may be pursued include programs that are voter-supported such as bonds or levies, partnerships with endowment funds or a community foundation model, implementing a new park district for the urban core subarea, updating the park impact fee code so that park mitigation fees apply to commercial development as well as residential development, and utilizing transportation impact fees to fund regional trail development.

h. The PRE reflects the five thematic focus areas that are the guiding principles of Snohomish County's long range park planning:
   (1) Provide more equitable service and access to parks, trails, and open space;
   (2) Frame parks and natural open space assets in the larger context of the county's environmental and conservation priorities;
   (3) Incorporate climate change resilience and adaptability into the park system while improving existing parks and meeting identified needs;
   (4) Connect communities and recreation amenities with a regional trails network; and
   (5) Streamline the park system and create efficiencies in managing county properties that provide important community benefits.

12. The GMACP Capital Facilities and Utilities Element is shown in Exhibit H of this ordinance.
   a. Prior to the adoption of this ordinance, the components of the Capital Facilities and Utilities Element were in the Capital Facilities Chapter of the GPP, Utilities Chapter of the GPP, and a separately identified Capital Facilities Plan, all of which are repealed by this ordinance. They are replaced with a single Capital Facilities and Utilities Element as indicated in Exhibit H of this ordinance.

   b. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated June 28, 2023, (Capital Facilities and Utilities Element Update 2024) and September 12, 2023 (2024 Update Briefing Wrap-Up).

   c. Section 1 of the Capital Facilities and Utilities Element ties in the infrastructure and services section of the GMACP's Vision Statement; provides general goals, objectives, and policies applicable to all public facilities and services; and discusses how the Element is consistent with the GMA, MPPs, and CPPs by containing updates to existing inventories, forecasts of future needs, and funding mechanisms including a six-year capital improvement program for capital facilities and services provided by the county and external providers. Section 1 also lists those capital facilities and public services the county deems necessary to support development with corresponding LOS standards, and updates existing inventories.

   d. Section 2 of the Capital Facilities and Utilities Element contains the updated GMA required information and revised goals, objectives, and policies for county-provided facilities and services.
      (1) The Surface Water Management subsection adds a green infrastructure inventory to satisfy a new requirement in RCW 36.70A.070(3).

e. Section 3 of the Capital Facilities and Utilities Element contains the updated GMA required information and revised goals, objectives, and policies for capital facilities and services provided by external agencies.
   (1) Public education. The 2024 biennial update to school districts' capital facilities plans is the primary source for the GMA required information.
   (2) Public Water Supply. The North Snohomish Coordinated Water System Plan is no longer integrated into this subsection, it is a standalone document that is incorporated by reference in the Capital Facilities and Utilities Element.

f. Section 4 of the Capital Facilities and Utilities Element contains the GMA required information and revised goals, objectives, and policies for utilities.
   (1) Telecommunication and broadband. The broadband goals, objectives, and policies are based on Council Motion No. 22-097.

g. Section 5 of the Capital Facilities and Utilities Element describes the relationship between this Element and the county's six-year capital improvement program (CIP).

h. Section 6 of the Capital Facilities and Utilities Element provides an overview of the county's Hazard Mitigation Plan and its relationship with the GMACP.

13. The GMACP amendments to the Economic Development Element (EDE) are shown in Exhibit I of this ordinance.
    a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated March 8, 2023, (Economic Development Element), and September 12, 2023 (2024 Update Briefing Wrap-Up).

    b. The EDE retains its emphasis on creating a place where people want to live, work, and recreate. The EDE supports the implementation of both the MPPs from VISION 2050 and the CPPs.

    c. The EDE integrates strategic planning priorities that reflect the economic goals of Snohomish County and the Vision of the GMACP, such as a focus on improving regulatory reform, physical infrastructure, and human capital.

    d. The amended introductory text includes a new section on the EDE's relation to the new Vision Statement, as well as some updated pertinent economic data from the Washington Employment Security Department.

    e. The EDE contains policy amendments based on current market issues. These concepts are listed here and defined further in the staff report: comparative advantage; specialization; freight; creative placemaking; innovation; sustainability; green industries; economic resiliency; regulatory reform; workforce training; human services; displacement mitigation; and diversity, equity, and inclusion.

14. The GMACP amendments to the Natural Environment (NE) Element are shown in Exhibit J of this ordinance.

a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated May 5, 2023, (Natural Environment Element), June 12, 2023 (Urban Tree Canopy Subelement), and September 12, 2023 (2024 Update Briefing Wrap-Up), as well as the Executive Amendments Memo dated March 26, 2024.

b. A new section in the NE Element introductory narrative discusses the Vision Statement and describes how the NE Element will help move the county toward the GMACP's Vision for 2044. This addition helps connect the NE Element with the rest of the GMACP.

c. The NE Element is comprised of interrelated natural environment goals and a new Urban Tree Canopy subelement that includes a narrative, a goal, objectives, and policies consistent with policy direction in Motion No. 22-096, Urban Tree Canopy.

d. New policies within Goal NE 1 were added to identify the ecosystem services and value of trees and prioritize equitable access to clean air and water. These amendments help move the NE Element into consistency with the MPPs and CPPs, and reflect the policy direction in Motion No. 22-096 that referred a new goal, objectives, and policies related to urban tree canopy to PDS for consideration.
   (1) Amendments focusing on the protection and enhancement of watersheds in Goal NE 1 include providing additional strategies for the protection of fish and wildlife habitat conservation areas and promoting innovative and environmentally sensitive development practices for locating development to protect water resources and natural watershed processes.

e. Amendments to policies under Goal NE 2 recognize the role of the Regional Open Space Conservation Plan, consistent with MPPs and CPPs.
   (1) A new policy incorporating concepts from MPPs and CPPs adds support for estuary and other primary association area restoration projects.

f. New and amended policies within Goal NE 3 support the protection of water resources and anadromous fish habitat.
   (1) Policies establish development regulation strategies to protect groundwater and support regulatory standards for meeting potable water requirements.
   (2) Amendments regarding the use of frequently flooded areas by the Endangered Species Act (ESA) listed anadromous fish include adding policies that apply to mitigation strategies, education, grants, and estuary restoration projects.

g. New policies related to health, safety, welfare, and the economy were consolidated into a new objective under Goal NE 8 that includes additional policies reflecting equity considerations and best available science requirements in the GMA, the Shoreline Management Act, and the work done by the county Department of Emergency Management to develop the Hazard Mitigation Plan.
   (1) A new objective and policies were added to the NE Element addressing water quality as a vital component supporting human health and habitat quality, and

reflecting the county's multi-faceted approach to employ both regulatory and non-regulatory programs to address environmental protection.

(2) New policies that address monitoring and maintaining existing and future on-site sewage systems. Failing septic systems are a public health issue and are a significant source of surface water contamination and impairment of shellfish beds. This amendment is consistent with state, regional, and countywide policies with respect to connection to existing sewer systems and repairing and replacing onsite septic systems.

h. Goals, objectives, and policies within the NE Element related to climate change, utilities, and capital facilities are removed from the NE Element and relocated to the new Climate Change and Resiliency Element and the new Capital Facilities and Utilities Element as they are better suited organizationally in those elements.

i. A new Urban Tree Canopy subelement is added to the NE Element and contains a new goal (Goal NE 9), objectives, and policies seeking to preserve and restore urban tree canopy equitably across urban unincorporated Snohomish County. This subelement was initially proposed to be added to the 2024 GMACP through Council-Initiated Amended Motion No. 22-096. This subelement is inspired by the Evergreen Communities Act in chapter 76.15 RCW and its related programs which include standards to provide for the conservation and long-term maintenance of the urban tree canopy.

(1) The Urban Tree Canopy subelement directs the development of an urban forest management program for urban unincorporated areas that is modeled on requirements from the Evergreen Communities Act. The urban forest management program will create a plan that addresses the management and assessment of urban forests and prioritizes allocating resources supporting the program equitably across the urban forests.

(2) The Urban Tree Canopy subelement establishes a goal of no net loss of tree canopy to be met through an urban forest management plan for urban unincorporated areas. This baseline no net loss goal is beneficial for maintaining existing levels of tree canopy coverage while balancing other goals from the GMA.

(3) The county is directed to periodically perform a tree canopy assessment and inventory that identifies implementation and adaptive management strategies to evaluate and improve the urban tree management program. Results from the periodic assessment will inform potential amendments to code and administrative rules regarding urban forest protection and enhancement.

(4) The Urban Tree Canopy subelement addresses balancing the goals under GMA to accommodate growth while also protecting the environment, recognizing the ecological benefits that trees contribute while also achieving land use densities needed to accommodate growth forecasts.

(5) The policies include direction to examine development of a potential fee-in-lieu program to help mitigate for and offset urban tree canopy removal when necessary to balance other county goals and objectives associated with urban growth.

(6) The Urban Tree Canopy subelement addresses opportunities for the county as a property owner to contribute to the urban tree canopy through

management and maintenance strategies that include level of service standards, maintenance responsibilities, right of way planning, impact fees, and conservation and restoration of properties managed by the county. Land acquisition is a component of the county's multifaceted approach for management, protection, and conservation purposes that are consistent with state, regional, and countywide policies.

(7) The urban forest management program addresses tree care and maintenance that includes integrated pest management strategies that protect natural resources such as soil, water, and air quality.

(8) The Urban Tree Canopy subelement establishes robust public outreach and education efforts that provide education materials and outreach programming to promote public stewardship of urban forests.

15. The GMACP amendments to the Interjurisdictional Coordination Element are shown in Exhibit K of this ordinance.
    a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated March 8, 2023, (Interjurisdictional Coordination Element), and September 12, 2023 (2024 Update Briefing Wrap-Up).

    b. An amendment to Interjurisdictional Coordination (IC) Policy 1.B.6 to include minimum residential density standards to the list of interjurisdictional coordination issues that may be addressed in interlocal agreements is in line with CPPs such as Joint Planning (JP)-1, JP-2, JP-3, JP-4, and JP-5, and with GMACP LU Policy 2.A.1.

    c. Other amendments encourage more discretion and effectiveness regarding development regulations and development standards, consistent with CPPs JP-3, JP-4, and JP-5. Amendments to Objective IC 1.C and IC Policy 1.C.1 promote flexibility in coordination between the County and the cities in instances when granting a unique set of regulations to one party may be needed, while still encouraging collaboration over development regulations and interlocal agreements between jurisdictions within UGAs.

16. The GMACP Climate Change and Resiliency Element is shown in Exhibit L of this ordinance.
    a. The rationales for the new Climate Change and Resiliency Element are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated June 26, 2023, (Climate Change Element), and September 12, 2023 (2024 Update Briefing Wrap-Up).

    b. The Climate Change and Resiliency Element is an optional element under RCW 36.70A.080; however, this Element furthers GMA goal 14, "Climate Change and Resiliency," and implements climate change policies in the MPPs and CPPs.

    c. The new Element is modeled after the Washington Department of Commerce's early planning guidance for a climate and resiliency element consistent with Engrossed Second Substitute House Bill 1181 (chapter 228, Laws of 2023).

d. The Climate Change and Resiliency Element contains a Greenhouse Gas (GHG) Emissions Reduction subelement that includes the Puget Sound Clean Air Agency's regional GHG emissions reduction target and a framework of policies to help meet that target and support state and federal climate change initiatives. The GMACP's Vision statement and the goals and policies in the Climate Change and Resiliency Element reflect input from PSRC, Sustainable Lands Strategy, and staff to acknowledge that this is a regional target to which the County contributes to the region's effort to achieve.

e. The Climate Change and Resiliency Element contains a Resiliency subelement that includes a policy framework to strengthen the county's climate resiliency with an intentional focus to partner with and deliver assistance to overburdened communities that are most vulnerable to the impacts of climate change.

f. The Climate Change and Resiliency Element is based on the best available climate science including climate change projections from the University of Washington Climate Impacts Group (UWCIG).

17. The new GMACP Tribal Coordination Element is shown in Exhibit M of this ordinance.
    a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated August 8, 2023 (Tribal Coordination Element), September 12, 2023 (2024 Update Briefing Wrap-Up), and October 9, 2023 (Tribal Coordination Element Changes Since Briefing) as well as the Executive Amendments Memo dated March 26, 2024.

    b. A Tribal Coordination Element is an optional element under current state law. Snohomish County recognizes the importance of coordinating with Tribal partners on issues of shared concern in a manner that respects the inherent sovereignty and rights of Tribes, and this new element continues the process of building an effective policy framework to ensure Tribal partners are involved in the planning process.

    c. Coordinating with Tribal planning partners is essential in building a framework of collaborative regionalism. The amendments acknowledge the Tulalip Tribes' land use jurisdiction on Tribally owned fee, restricted fee, and trust lands within the exterior boundaries of the Tulalip Reservation.

    d. Through a collaborative working process, County and Tribal planning staff have developed policies that address key sectors of importance. The amendments clarify the County's responsibilities in coordinating with Tribal planning partners to effectively address issues of shared concern.

    e. The MPPs and CPPs strongly encourage collaboration with regional planning partners, including Tribes. The amendments implement MPPs and CPPs on promoting coordination with Tribal planning partners for mutual benefit, and emphasize the importance of understanding tribal culture and governmental practices.

f. Cultural resource protection is a key element of recognizing and supporting Tribal culture. The amendments support ongoing dialogue, coordination, and collaboration on projects to protect cultural resources from development activities and the effects of climate change.

g. Collaboration on permitting processes creates opportunities to coordinate, share data, and identify and address potential problems early. The amendments clarify the County's responsibilities in identifying, considering, and addressing Tribal concerns throughout permitting processes.

h. The negative impacts of climate change threaten cultural resources and treaty rights. The amendments recognize that coordination is needed to specifically address the efforts required to build resiliency to the negative impacts of climate change.

i. Due to the variety of ownership status of parcels on the Tulalip reservation, jurisdiction over issues relating to tidelands, groundwater, surface water, and public water distribution systems within reservation boundaries has historically been complicated. The amendments proposed by the Planning Commission will help increase collaboration on these issues through discussions informed by tribal law.

j. The Tulalip Tribes provided introductory text to the Tulalip-specific section of the Tribal Coordination Element. The amendments propose to include this introductory text in the element, replacing the introductory text shown in the drafts provided to the Planning Commission.

18. The new GMACP Urban Core Subarea Plan Element is shown in Exhibit N of this ordinance.
    a. The rationales for the amendments are described in detail in the PDS Staff Reports (including attachments) to the Planning Commission dated June 27, 2023, (Urban Core Subarea Plan Element), and September 12, 2023 (2024 Update Briefing Wrap-Up), as well as the Executive Amendments Memo dated March 26, 2024.

    b. The new element is consistent with RCW 36.70A.080 which allows for optional elements relating to the physical development within its jurisdiction, including subarea plans like the Urban Core Subarea Plan. The new element is the result of several years of planning:
        (1) In 2016, voters in the Puget Sound region approved the Sound Transit 3 (ST3) ballot measure to expand the mass transit network. This included extending light rail to the City of Everett via the Paine Field Industrial Center (Boeing Field). Two stations, and a third provisional station, were proposed within the southwest UGA of the County.
        (2) In 2018, the County initiated public outreach and station area planning work to identify locally preferred light rail station options. This information was used to determine the boundaries of the Urban Core Subarea.
        (3) In 2020, the County conducted public outreach to collect input from people who lived, worked, and travelled through the subarea. This information was used to guide policy formulation for the element.

(4) The new Urban Core Subarea Plan Element aims to guide the future planning and development of the southwest UGA that will be serviced by light rail transit in the future.

c. The Urban Core Subarea Plan Element is composed of the following subelements:
(1) The Introduction subelement provides an overview of the planning framework, Everett Link extension, and public outreach completed by the County. The community vision is to create a Subarea Element that meets the needs of the people who live, work, and recreate in the subarea.
(2) The Community Profile subelement provides an historical and demographic overview of the community.
(3) The Interjurisdictional Collaboration subelement provides an overview of the County's collaboration with Sound Transit, adjacent jurisdictions, and other agencies and bodies. This includes the municipal urban growth area (MUGA) boundaries within the subarea. Policies support collaboration between entities in the planning and development of light rail infrastructure, and guidelines for interlocal agreements with cities to support future annexations.
(4) The Environmental and Climate Change subelement identifies environmental features including subbasins, waterbodies, urban tree canopy coverage, and projected climate change impacts in the subarea. Policies support the conservation of critical areas, enhancement of the urban tree canopy, and expansion of electric transportation infrastructure and green building practices.
(5) The Land Use and Urban Design subelement provides an overview of existing land uses, station area transit buffers, and introduces two new FLU designations: Light Rail Community (LRC) and Mixed Use Corridor (MUC).
(6) The Housing subelement includes a summary of existing housing stock, housing tenure, and housing affordability in the subarea. Policies support increasing housing variety at a range of affordability levels and establishing indicators for monitoring the affordability and availability of housing for all income levels. Policies also support implementing a mitigation/relocation program for households displaced by redevelopment.
(7) The Transportation and Mobility subelement provides an overview of public transit, active transportation, and roads in the subarea. It includes a summary of infrastructure improvement projects for roads, sidewalks, and other transportation facilities. It includes a street typology hierarchy for road networks in the subarea.
(8) The Parks, Recreation, and Open Space subelement describes existing parks and open spaces in the subarea, provides a park service area and walkshed analysis, and identifies potential park acquisitions. Policies include enhancing public access and connectivity to trails and open spaces, and acquiring lands for new parks and open spaces near transit.
(9) The Capital Facilities and Utilities subelement provides an overview of County provided capital facilities including general government and solid waste facilities for the subarea. Policies include working with service providers to extend services in a manner consistent with growth patterns supported in the Comprehensive Plan. Policies also direct County coordination with service and utility providers to identify opportunities for the co-location of public facilities and infrastructure.

(10) The Economic Development subelement includes a labor analysis, market analysis, and describes the character of areas of urban development. Policies encourage business retention and workforce training, food economy and urban food systems, creative placemaking and creative economy, and land development and acquisition.

(11) Appendix A titled Urban Core Subarea Plan Element Public Engagement Summary details the public engagement associated with the generation of the Urban Core Subarea Element. The summary timeline is from initial station area planning in 2018 until the Planning Commission briefing held on September 26, 2023.

19. The GMACP amendments to the Appendices are shown in Exhibits O through U:

a. A new Appendix A is titled Cross-Referenced Policy Numbers to display the changes to policy numbers from the 2015 to 2024 Comprehensive Plan. This will help the reader understand if a specific policy is new or newly moved from a different location in the GMACP. Appendix A is shown as Exhibit O of this ordinance.

b. A new Appendix B titled Housing Characteristics and Needs in Snohomish County and includes the report and associated appendices prepared by the Planning Advisory Committee of SCT in May of 2023. The report was compiled pursuant to CPP Policy HO-5. Appendix B is shown as Exhibit P of this ordinance.

c. A new Appendix C titled Housing Element Housing Needs Analysis was prepared by Snohomish County in March 2024 This technical report supports the Housing Element. Appendix C is shown as Exhibit Q of this ordinance.

d. Appendix D titled Growth Targets is repealed. The new population, housing, and employment growth targets will be moved into their respective plan elements including the Population and Employment and Housing Elements. There is no Appendix D with this update. The title Appendix D will be available for future use.

e. Appendix E is amended to update the Glossary to be in line with the amendments made to the rest of the GMACP. Appendix E is shown as Exhibit R of this ordinance.

f. Appendix F, Review Criteria for School District Capital Facility Plans, is amended to remove reference to a repealed provision. Appendix F is shown as Exhibit S of this ordinance.

g. Appendix G was repealed Amended Ordinance 14-129 on June 10, 2015. There is no Appendix G with this update. The title Appendix G will be available for future use.

h. A new Appendix H titled Ordinances and provides a list of all past ordinances that have amended the GMACP. This list of ordinances previously existed in the opening pages of the GPP and will now be part of the GMACP as an appendix. Appendix H is shown as Exhibit T of this ordinance.

i. Appendix I is amended to update Technical Reports which is a list of reference documents helpful during the update of the GMACP. Appendix I is shown as Exhibit U of this ordinance.

20. The GMACP will support Low Impact Development (LID) throughout unincorporated Snohomish County. Elements such as the Natural Environment, Land Use, Housing, Urban Core Subarea Plan, Capital Facilities and Utilities, and Climate Change and Resiliency encourage the retention of natural vegetation in open spaces, resource lands, and wildlands and encourage infill development where impervious surfaces already exist. Redevelopment will require updates to drainage systems and the use of the best available science such as LID.

21. The GMACP will have an impact on the demand for capital facilities and utilities especially in urban areas where growth is focused as depicted in the FLUM. Increased development will put more demand on systems. County and external service providers maintain long-range and financing plans to meet projected service demands. The goals, objectives, and policies in the Capital Facilities and Utilities Element promote coordination among service providers, underscore conservation, stress equity, incorporate projected climate change impacts and transition away from fossil fuels, and lessen the impact on the natural environment. There are also goals, objectives and policies focused on the airport (LU Element), roads (TE), parks (PRE), and all other government and non-government provided facilities (Capital Facilities and Utilities Element).

22. The GMACP will support housing and job creation in the County. In particular, the Land Use, Housing and Economic Development Elements focus on these two topics and aim to increase capacity and market choice. The costs associated with housing may increase in the short term as the industry evolves to address the policy and future land use map amendments, although the capacity and market choice will also increase over the 20-year planning period as a result of the GMACP update.

j. This is consistent with RCW 36.70A.067, which requires that the initial effective date of an action that expands an urban growth area designated under RCW 36.70A.110 is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of the comprehensive plan, development regulation, or amendment to the plan or regulation, implementing the action, as provided in RCW 36.70A.290(2); or (2) If a petition for review to the growth management hearings board is timely filed, upon issuance of the board's final order.

Section 2. The County Council makes the following conclusions:

A. The amendments to the GMACP maintain internal consistency.

B. The amendments are consistent with the CPPs and the MPPs.

C. The amendments are consistent with and comply with the procedural and substantive requirements of the GMA.

D. The County has complied with all SEPA requirements with respect to this non-project action.

E. The amendments do not result in an unconstitutional taking of private property for a public purpose.

Section 3. The Snohomish County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding, which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. The preliminary materials of the GMACP (cover, list of officials, list of ordinances, table of contents, list of figures, and list of tables), last amended by Amended Ordinance No. 14-129, are repealed.

Section 5. The preliminary materials to the GMACP (cover, list of Officials, Tribal Land Acknowledgement, Title VI and Americans with Disabilities Act Information, Table of Contents, List of Figures and Maps, List of Tables, List of Land Use Maps, and List of Appendices) are added to the GMACP as indicated in Exhibit A of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 6. The Introduction to the GPP, last amended by Amended Ordinance No. 08-064 on June 3, 2008, is repealed.

Section 7. The Introduction to the GMACP is added as a component of the GMACP as indicated in Exhibit B of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 8. The Population and Employment Chapter of the GPP, last amended by Amended Ordinance No. 14-129 on June 10, 2015, is amended as indicated in Exhibit C of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 9. The Land Use Chapter of the GPP, last amended by Amended Ordinance 21-060 on October 6, 2021, is amended as indicated in Exhibit D of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 10. The Housing Chapter of the GPP, last amended by Amended Ordinance No. 16-076 on October 12, 2016, is amended as indicated in Exhibit E of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 11. The Transportation Chapter of the GPP, last amended by Amended Ordinance No. 11-054 on September 28, 2011, is repealed.

Section 12. The Transportation Element, last amended by Amended Ordinance No. 18-059 on November 13, 2018, is repealed.

Section 13. The Transportation Element is added as a component of the GMACP as indicated in Exhibit F of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 14. The Park and Recreation Chapter of the GPP, last amended by Ordinance No. 14-136 on June 10, 2015, is repealed.

Section 15. The Park and Recreation Element, last amended by Ordinance No. 14-136 on June 10, 2015, is repealed.

Section 16. The Park and Recreation Element is added as a component of the GMACP as indicated in Exhibit G of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 17. The Capital Facilities Chapter of the GPP, last amended by Amended Ordinance No. 11-055 on September 28, 2011, is repealed.

Section 18. The Utilities Chapter of the GPP, last amended by Amended Ordinance No. 18-058 on November 13, 2018, is repealed.

Section 19. The Capital Facilities Plan, last amended by Ordinance No. 21-056 on October 6, 2021, is repealed.

Section 20. The Capital Facilities and Utilities Element is added as a component of the GMACP as indicated in Exhibit H of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 21. The Economic Development Element, last amended by Amended Ordinance No. 05-069 on December 21, 2005, is amended as indicated in Exhibit I of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 22. The Natural Environment Element, last amended by Amended Ordinance No. 14-070 on October 8, 2014, is amended as indicated in Exhibit J of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 23. The Interjurisdictional Coordination Element, last amended by Amended Ordinance No. 11-053 on September 28, 2011, is amended as indicated in Exhibit K of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 24. A new element, the Climate Change and Resiliency Element, is added to the GMACP as indicated in Exhibit L of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 25. A new element, the Tribal Coordination Element, is added to the GMACP as indicated in Exhibit M of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 26. A new element, the Urban Core Subarea Plan Element, is added to the GMACP as indicated in Exhibit N of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 27. Appendix A of the GPP was repealed by Amended Ordinance 14-129 on June 10, 2015. A new Appendix A of the GMACP, Cross-Referenced Policy Numbers, is added as indicated in Exhibit O of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 28. Appendix B of the GPP was repealed by Amended Ordinance 14-129 on June 10, 2015. A new Appendix B of the GMACP, Housing Characteristics and Needs in Snohomish County, is added as indicated in Exhibit P of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 29. Appendix C of the GPP was repealed by Amended Ordinance 14-129 on June 10, 2015. A new Appendix C of the GMACP, Housing Element Housing Needs Analysis, is added as indicated in Exhibit Q of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 30. Appendix D of the GPP, last amended by Amended Ordinance No. 14-129 on June 10, 2015, is repealed.

Section 31. Appendix E of the GPP, last amended by Amended Ordinance No. 14-129 on June 10, 2015, is amended as Appendix E of the GMACP, Glossary, as indicated in Exhibit R of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 32. Appendix F of the GPP, last amended by Amended Ordinance No. 14-129 on June 10, 2015, is amended as Appendix F of the GMACP, Review Criteria for School District Capital Facility Plans, as indicated in Exhibit S of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 33. Appendix H of the GPP was repealed by Amended Ordinance 14-129 on June 10, 2015. A new Appendix H of the GMACP, Ordinances, is added as indicated in Exhibit T of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 34. Appendix I of the GPP, last amended by Amended Ordinance No. 05-069 on December 21, 2005, is amended as Appendix I of the GMACP, Technical Reports, as indicated in Exhibit U of this ordinance, which is attached hereto and incorporated by reference into this ordinance as if set forth in full.

Section 35. Based on the foregoing findings and conclusions, the County Council adopts Exhibit V of this ordinance ("Snohomish County UGA Land Capacity Analysis Technical Report") pursuant to CPP DP-2(a).

Section 36. All comprehensive plan maps that reflect UGA and municipal UGA (MUGA) boundaries are amended to reflect and be consistent with Council's adoption of Ordinance Nos. 24-026, 24-027, 24-028, 24-029, 24-030, 24-031, and 24-032, as amended.

Section 37. The residential and urban growth area land capacity analyses (Exhibits Q and V, respectively) are amended to reflect and be consistent with Council's adoption of Ordinance Nos. 24-026, 24-027, 24-028, 24-029, 24-030, 24-031, and 24-032, as amended.

Section 38. The county council directs the Code Reviser to update SCC 30.10.060 pursuant to SCC 1.02.020(3).

Section 39. Severability and Savings. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board (Board), or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance. Provided, however, that if any section, sentence, clause, or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause, or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause, or phrase as if this ordinance had never been adopted.

Section 40. Consistent with RCW 36.70A.067, the effective date of this ordinance is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of this ordinance, as provided in RCW 36.70A.290(2); or (2) if a petition for review to the Growth Management Hearings Board is timely filed, upon issuance of the Board's final order affirming the ordinance or a decision by a court of law concluding the ordinance complies with the GMA.

PASSED this 4th day of December 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish, Washington

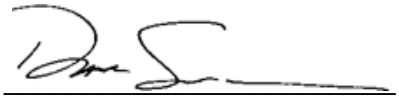
Council Chair

ATTEST:

Lisa Hickey
Asst. Clerk of the Council

(X) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: December 12, 2024



County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:

Deputy Prosecuting Attorney

City of MONROE WASHINGTON

EXHIBIT 4 – Monroe Buildable Land Capacity Analysis

Proposed Revisions to Table 3.2 Growth Allocation by 2044

	Population in 2020	Population by 2044	Increase
Monroe, City	19,699	24,302	4,603
Unincorporated UGA	1,567	~~1,974~~ 2,370	~~407~~ 803
Total Monroe UGA	21,266	~~26,276~~ 26,672	~~5,010~~ 5,406
	Housing units in 2020	**Housing units by 2044**	**Increase**
Monroe, City	6,163	8,379	2,216
Unincorporated UGA	551	~~758~~ 965	~~207~~ 414
Total Monroe UGA	6,714	~~9,138*~~ 9,345	~~2,424*~~ 2,631
	Employment in 2020	**Employment by 2044**	**Increase**
Monroe, City	10,096	12,420	2,324
Unincorporated UGA	164	~~241~~ 199	~~77~~ 35
Total Monroe UGA	10,260	~~12,660*~~ 12,619	~~2,400*~~ 2,359

Proposed Revisions to Table 3.3 Future Land Use Capacity

	Housing units in 2020	Housing units by 2044	Increase	Future Land Use Capacity
Monroe, City	6,163	8,379	2,216	2,367*
Unincorporated UGA	551	~~758~~ 965	~~207~~ 414	~~479~~ 554*
Total Monroe UGA	6,714	~~9,138*~~ 9,345	~~2,424*~~ 2,631	~~2,846~~ 2,921
	Employment in 2020	**Employment by 2044**	**Increase**	**Future Land Use Capacity**
Monroe, City	10,096	12,420	2,324	2,626
Unincorporated UGA	164	~~241~~ 199	~~77~~ 35	109
Total Monroe UGA	10,260	~~12,660*~~ 12,619	~~2,400*~~ 2,359	2,735

* It is estimated that the Davis UGA expansion can accommodate a minimum of an additional 75 dwelling units. The area includes 23 acres and was zoned R-9,600 by Snohomish County. R-9,600 is approximately 4.5 dwelling units per gross acre. Based on the County's code, development is based on net density (i.e., remove approximately 30% of area to account to infrastructure, critical areas, etc.). Once annexed into the City the zoning will change to Residential 7 units per acre, almost doubling the minimum allowed by the County code.

Proposed Revisions to Housing Table 6.8 – add 75 units to the Above Moderate Total housing capacity.

Public Hearing Section from Monroe City Council Rules of Procedure

(approved June 11, 2024 per Resolution 2024-013)

Legislative Public Hearing Process and Rules of Order

9.6.2 LEGISLATIVE PUBLIC HEARING PROCEDURES

A. SPEAKER SIGN-IN: Prior to the start of a public hearing the Presiding Officer may require that all persons wishing to be heard sign in with the Clerk, giving their name and area of residence or association with the City of Monroe.

Any person who fails to sign in shall not be permitted to speak until all those who signed in have given their testimony. The Presiding Officer, subject to the concurrence of a majority of the Council, may establish time limits and otherwise control presentations. Unless otherwise specified, the amount of time allowed per speaker shall be three (3) minutes.

B. THE PUBLIC HEARING PROCESS

Public hearings will begin according to the established agenda (or as soon thereafter as possible).

1. The Presiding Officer introduces the agenda item, opens the public hearing and announces that the following rules of order are included in the agenda packet and available on the City's website. The Presiding Officer may read the rules of order aloud.

   The rules of order are as follows:

   a. Unless otherwise expressly allowed by a majority vote of the Council, oral public comments during a public hearing are limited to in-person attendees only. Remote oral public comment is allowed only to the extent specifically required by RCW 42.30.240(2).

   b. All speaker comments shall be made from the podium unless the speaker has been authorized to participate remotely; any person making comments shall be requested to first give their name.

   c. Comments shall be directed to the Presiding Officer and Council body as a whole and must be reasonably germane to the topic of the hearing.

   d. Anyone making "out of order" comments or taking actions that disrupt the meeting may be subject to removal from the meeting.

   e. There will be no demonstrations or interruptions during or at the conclusion of any person's comments or presentation.

   f. These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard and to ensure that no person is intimidated by others when exercising their right of free speech and participation.

2. The Presiding Officer notes that all written or otherwise recorded comments received before the published deadline have been added to the record and forwarded to City Council.

3. The Presiding Officer calls upon City staff to describe the matter under consideration.

4. The Presiding Officer inquires as to whether any Councilmember has clarifying questions to ask the staff.

5. The Presiding Officer calls upon all members of the public who wish to speak regarding the matter under consideration.

6. The Presiding Officer inquires as to whether any Councilmember has additional questions to ask the staff.

7. The Presiding Officer continues the public hearing to a time specific or closes the public hearing.

8. When the public hearing is closed, the Councilmembers will then proceed to deliberate and, as applicable, vote on the underlying proposal.

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Julie Elsom, Finance Director
Department: Finance

SUBJECT: July and August 2025 Payroll Claims

REQUESTED ACTION:
Move to approve the July 2025 and August 2025 payroll claims through adoption of the consent agenda.

POLICY CONSIDERATIONS:
n/a

DESCRIPTION/BACKGROUND:
n/a

FISCAL IMPACTS:
July - $1,937,383.60
August - $1,990,168.71

TIME CONSTRAINTS:
n/a

ALTERNATIVES TO REQUESTED ACTION:
n/a

ATTACHMENTS:
JULY PAYROLL WARR APPROVAL
AUGUST PAYROLL WARR APPROVAL

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: **7/1/2025**

The following checks are approved for payment:

Date of Issue: **7/22/2025 & 8/7/2025**

Voided

Check #'s **From:** **40796** 40744 **40814**

Above Checks Total	**$731,504.74**
Direct Deposit	**$900,490.76**
ACH AP Payments	**$305,388.10**
Total Monthly Payroll	**$1,937,383.60**

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of ***$1,937,383.60*** *on* ***7/7/2025***

Signed: _____
Mayor or Designee

Dated: _____

PAYROLL WARRANT APPROVAL

MONTH OF PAYROLL: **8/1/2025**

The following checks are approved for payment:

Date of Issue: **8/22/2025 & 9/5/2025**

Voided **40818**

Check #'s **From:** **40815** **-** **40831**

Above Checks Total	**$746,057.39**
Direct Deposit	**$936,314.46**
ACH AP Payments	**$307,796.86**
Total Monthly Payroll	**$1,990,168.71**

WARRANT APPROVAL:

I, the undersigned, do hereby certify under the penalty of perjury, that the Payroll Checks are just, due and unpaid obligations against the City of Monroe, and that I am authorized to certify said claims in the amount of ***$1,990,168.71*** *on* ***9/5/2025***

Signed: _____
Mayor or Designee

Dated: _____

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Julie Elsom, Finance Director
Department: Finance

SUBJECT: AP ACH Claims Approval

PREVIOUS DISCUSSION:
n/a

PUBLIC HEARING(S):
n/a

REQUESTED ACTION:
Move to approve the AP/ACH claims through adoption of the consent agenda.

POLICY CONSIDERATIONS:
n/a

DESCRIPTION/BACKGROUND:
n/a

FISCAL IMPACTS:
AP ACH #1 = $1,780,608.02
AP ACH #2 = $1,103,288.91
AP ACH #3 = $1,203,608.61
AP ACH #4 = $ 863,384.62

$4,950,890.16 Total

TIME CONSTRAINTS:
n/a

ALTERNATIVES TO REQUESTED ACTION:
Do not approve and direct staff to claims of concern.

ATTACHMENTS:
AP ACH #1

AP ACH #2
AP ACH #3
AP ACH #4

ROUTING SLIP - CHECK APPROVAL

9/9/2025

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

				Check Numbers
	7/16/2025	$	277,729.95	104285-104308
	7/23/2025	$	653,079.10	104309-104341
	Check Total:		930,809.05	
Date:	7/14/2025	$	156,202.51	P-Cards
Date:	7/16/2025	$	6,621.71	ACH
Date:	7/23/2025	$	686,974.75	ACH
Date:				
Date:				
Date:				
	Electronic Total:	$	849,798.97	
	Total Claims This Period:		1,780,608.02	

				Check Numbers
VOIDED CHECK: Date:	7/25/2025		39,952.61	104338
Date:				
Date:				
Date:				
Date:				

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/05/2025 - 9:23AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 07/12/2025 To 07/23/2025
Check Number: From 104285 To 104341

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104285	7/16/2025	Action Flag Co		AP		992.68
104286	7/16/2025	Kevin Ray Casey		AP		50.00
104287	7/16/2025	St. Mary of the Valley Catholic Church		AP		800.00
104288	7/16/2025	Chain Lake Express Wash, LLC		AP		420.00
104289	7/16/2025	Chicago Title Insurance Co.		AP		5,495.00
104290	7/16/2025	City of Monroe		AP		5,112.78
104291	7/16/2025	Department of Emergency Management		AP		7,498.75
104292	7/16/2025	Economy Fence Center		AP		1,969.20
104293	7/16/2025	For Growth Coaching, LLC		AP		50.00
104294	7/16/2025	Forward Cyber Group LLC		AP		50.00
104295	7/16/2025	KCDA Purchasing Cooperative		AP		34,958.76
104296	7/16/2025	Tiffany Krusey		AP		3,508.38
104297	7/16/2025	MOJO Strategies		AP		8,359.65
104298	7/16/2025	Motorola Inc		AP		1,935.07
104299	7/16/2025	Precision Concrete Cutting Inc		AP		2,937.50
104300	7/16/2025	Amber Anne Smith		AP		3,000.00
104301	7/16/2025	Snohomish County 911		AP		30,764.17
104302	7/16/2025	Snohomish Regional Fire & Rescue		AP		19,605.15
104303	7/16/2025	Summit Construction Group, Inc.		AP		106,754.85
104304	7/16/2025	Systems for Public Safety Inc		AP		3,347.04
104305	7/16/2025	The Language Exchange, Inc		AP		36.30
104306	7/16/2025	Transportation Solutions, Inc		AP		39,952.61
104307	7/16/2025	TransUnion Risk and Alternative		AP		82.06
104308	7/16/2025	VMT General Contractor LLC		AP		50.00
104309	7/23/2025	AAA Monroe Rock Corp.		AP		557.20
104310	7/23/2025	Arrow Construction Holdings, LLC		AP		3,282.00
104311	7/23/2025	Bayley Construction, LP		AP		331,542.78
104312	7/23/2025	Business Interior Northwest, Inc.		AP		194,816.36
104313	7/23/2025	City of Everett		AP		152.00
104314	7/23/2025	Coleman Oil Company, LLC		AP		6,284.87
104315	7/23/2025	DataQuest LLC		AP		309.00
104316	7/23/2025	Department of Enterprise Services Print		AP		86.78
104317	7/23/2025	Department of Labor & Industries		AP		72.39
104318	7/23/2025	Department of Transportation		AP		575.06
104319	7/23/2025	Fire Protection Inc.		AP		3,562.74
104320	7/23/2025	Goble Sampson Assoc Inc.		AP		537.97
104321	7/23/2025	Governmentjobs.com, Inc.		AP		6,993.29
104322	7/23/2025	Christopher Leif Griffen		AP		2,700.00
104323	7/23/2025	HM Pacific Northwest, Inc.		AP		3,185.50
104324	7/23/2025	Kool Change Printing		AP		982.14
104325	7/23/2025	Lawson Products Inc		AP		40.04
104326	7/23/2025	Monroe Arts Council		AP		1,158.84
104327	7/23/2025	National Barricade Co.		AP		549.86
104328	7/23/2025	Phil Olbrechts		AP		721.26

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104329	7/23/2025	Puget Sound Energy		AP		247.78
104330	7/23/2025	Puget Sound Energy Inc		AP		231.51
104331	7/23/2025	Raken, Inc.		AP		730.28
104332	7/23/2025	Snohomish Conservation District		AP		6,886.83
104333	7/23/2025	Snohomish County Human Services De		AP		30,678.88
104334	7/23/2025	Sound Salmon Solutions		AP		2,515.37
104335	7/23/2025	Sprague Pest Solutions Inc		AP		230.01
104336	7/23/2025	Sunbelt Rentals, Inc.		AP		3,707.38
104337	7/23/2025	TranspoGroup		AP		912.03
104338	7/23/2025	Transportation Solutions		AP		39,952.61
104339	7/23/2025	United Rentals NW Inc.		AP		379.63
104340	7/23/2025	West Coast Code Consultants, Inc.		AP		6,603.95
104341	7/23/2025	Wetlands Creation Inc		AP		1,892.76
					Total Check Amount:	930,809.05

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/05/2025 - 9:55AM
Bank Accounts: Checking
System:
Cleared and Not Cleared Checks
Check Date: From 07/12/2025 To 07/21/2025
Check Number: To 1
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/14/2025	US Bank National Associatio ND		AP	7/14/2025	156,202.51
0	7/16/2025	AFTS		AP	7/16/2025	2,308.04
0	7/16/2025	Hutchison Law Office		AP	7/16/2025	1,100.00
0	7/16/2025	Marc Schuermeyer		AP	7/16/2025	82.70
0	7/16/2025	Patricia Pendry		AP	7/16/2025	119.97
0	7/16/2025	WA St Criminal Justice Training Comm		AP	7/16/2025	3,011.00
					Total Check Count:	6
					Total Check Amount:	162,824.22

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/05/2025 - 9:56AM
Bank Accounts: Checking
System:
Cleared and Not Cleared Checks
Check Date: From 07/23/2025 To 07/23/2025
Check Number: To 1
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/23/2025	AmTest Inc.		AP	7/23/2025	580.00
0	7/23/2025	ARC Architects, Inc		AP	7/23/2025	30,523.19
0	7/23/2025	Central Welding Supply Co Inc.		AP	7/23/2025	312.80
0	7/23/2025	City of Everett- Everett Utilities		AP	7/23/2025	161,609.11
0	7/23/2025	Hutchison Law Office		AP	7/23/2025	1,100.00
0	7/23/2025	Iconix Waterworks		AP	7/23/2025	14,945.98
0	7/23/2025	Inland Environmental Resources Inc		AP	7/23/2025	11,473.87
0	7/23/2025	KBA Inc		AP	7/23/2025	89,881.92
0	7/23/2025	Kulik Strategic Advisers		AP	7/23/2025	5,714.53
0	7/23/2025	Michael Tuomisto		AP	7/23/2025	136.00
0	7/23/2025	Monroe Law Group		AP	7/23/2025	16,667.00
0	7/23/2025	NorthStar Chemical Inc.		AP	7/23/2025	4,310.14
0	7/23/2025	Ogden Murphy Wallace PLLC		AP	7/23/2025	38,764.00
0	7/23/2025	Raw Land Construction, LLC		AP	7/23/2025	293,556.39
0	7/23/2025	Zachor, Stock & Krepps, Inc P.S.		AP	7/23/2025	17,399.82
					Total Check Count:	15
					Total Check Amount:	686,974.75

Bank Reconciliation

Disbursement Detail

User: ahamm@monroewa.gov
Printed: 08/05/2025 - 10:06AM
Date Range: 07/12/2025 - 07/23/2025
Systems: 'AP'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	07/16/2025	AFTS	At a Glance Flyer English/Spanish	1,637.00
0	07/16/2025	Hutchison Law Office	Public Dfdr 5A0239473 - Hutchison Law	1,100.00
0	07/23/2025	Hutchison Law Office	Public Dfdr A01800067 & 5A0557915 - Hutchison Law	1,100.00
0	07/23/2025	Kulik Strategic Advisers	Correction pay incorrectly paid $28.72 s/b $5743.25 - KSA	5,714.53
0	07/16/2025	Marc Schuermeyer	Food for K9 Apollo - Schuermeyer	82.70
0	07/23/2025	Monroe Law Group	Social Worker for July 2025 - Monroe Law	16,667.00
0	07/23/2025	Ogden Murphy Wallace PLLC	Services Rendered June 2025- Ogden	38,764.00
0	07/16/2025	Patricia Pendry	PD Coffee Supplies - Patricia Pendry	119.97
0	07/14/2025	US Bank National Associatio ND	bo LOWES-shop supply (04)	39,752.52
0	07/14/2025	US Bank National Associatio ND	Walmart-FestivalLotOpenHouse-Stickers	72.03
0	07/16/2025	WA St Criminal Justice Training Commis	Carbine Instructor Recert	3,011.00
0	07/23/2025	Zachor, Stock & Krepps, Inc P.S.	Proscecuting Services July 2025 - Zachor	17,399.82
104285	07/16/2025	Action Flag Co	Flags - City	992.68
104286	07/16/2025	Kevin Ray Casey	BL Refund - Kevin Casey	50.00
104287	07/16/2025	St. Mary of the Valley Catholic Church	Facility Rental - Sgt Assessment	800.00
104288	07/16/2025	Chain Lake Express Wash, LLC	Patrol Vehicle Wash june 2025	420.00
104291	07/16/2025	Department of Emergency Management	quarterly DEM contract	1,874.69
104293	07/16/2025	For Growth Coaching, LLC	BL Refund - For Growth Coaching	50.00
104294	07/16/2025	Forward Cyber Group LLC	BL Refund - Forward Cyber Group LLC	50.00
104296	07/16/2025	Tiffany Krusey	DV coordinator services - June 2025	3,508.38
104297	07/16/2025	MOJO Strategies	City Wide Comms - Mojo	7,713.90
104298	07/16/2025	Motorola Inc	BW Camera & Batteries	1,935.07
104300	07/16/2025	Amber Anne Smith	Wellness Services June 2025	3,000.00
104301	07/16/2025	Snohomish County 911	Managed Laptop Program	30,764.17
104305	07/16/2025	The Language Exchange, Inc	court Certified Interpreting Services	36.30
104307	07/16/2025	TransUnion Risk and Alternative	TransUnion Searches	82.06
104308	07/16/2025	VMT General Contractor LLC	BL Refund - VMT General Contractor	50.00
104315	07/23/2025	DataQuest LLC	Empoyment background checks	309.00
104316	07/23/2025	Department of Enterprise Services Printin	Business Cards - Woods and Zhai	86.78
104317	07/23/2025	Department of Labor & Industries	QRT 2 2025 - Dept of L&I Volunteer	72.37
104321	07/23/2025	Governmentjobs.com, Inc.	Power Ready FTO & Powertime	6,993.29
104322	07/23/2025	Christopher Leif Griffen	Public Dfdr fees - Griffen Law	2,700.00
104324	07/23/2025	Kool Change Printing	Land Use Signs	982.14
104328	07/23/2025	Phil Olbrechts	Feb 2025 Hearing Examiner - Olbrechts	721.26
104333	07/23/2025	Snohomish County Human Services Dept	Embedded Social Worker	30,678.88
104340	07/23/2025	West Coast Code Consultants, Inc.	Plan review/inspect. - West Coast Code Consultants	6,603.95
		Total for Fund:001 General Fund		225,895.49

Check#	Check Date	Payable To	Purpose	Amount
Fund: 008 Donation Fund				
0	07/14/2025	US Bank National Associatio ND	cl PINE CREEK NURSERY-soil for flowers medians	114.87
			Total for Fund:008 Donation Fund	114.87
Fund: 105 Streets				
0	07/14/2025	US Bank National Associatio ND	Aaron A's business cards	609.90
104309	07/23/2025	AAA Monroe Rock Corp.	Yard Dumping	55.72
104323	07/23/2025	HM Pacific Northwest, Inc.	Pea Gravel	2,123.08
			Total for Fund:105 Streets	2,788.70
Fund: 109 Tourism				
104326	07/23/2025	Monroe Arts Council	LTAC Reimbursement - Monroe Arts Council	1,158.84
			Total for Fund:109 Tourism	1,158.84
Fund: 317 Parks CIP Fund				
0	07/14/2025	US Bank National Associatio ND	sr GREEN DOT CONCRETE-currie view concrete	388.02
104295	07/16/2025	KCDA Purchasing Cooperative	Currieview - KCDA	34,958.76
104297	07/16/2025	MOJO Strategies	Festival Lot Comms - Mojo	645.75
104341	07/23/2025	Wetlands Creation Inc	Currie View Brush	1,892.76
			Total for Fund:317 Parks CIP Fund	37,885.29
Fund: 318 Streets CIP Fund				
0	07/14/2025	US Bank National Associatio ND	VALLEYSUPPLY-Rebar for Traffic Calming Installatio	251.28
104306	07/16/2025	Transportation Solutions, Inc	Tjerne Phase III - TSI	39,952.61
104318	07/23/2025	Department of Transportation	RRFB - Dept. of Trans.	575.06
104327	07/23/2025	National Barricade Co.	Delineators for Speed Humps	549.86
104331	07/23/2025	Raken, Inc.	Raken Software	182.57
104337	07/23/2025	TranspoGroup	147th St Signal - Transpogroup	912.03
			Total for Fund:318 Streets CIP Fund	42,423.41
Fund: 330 Building Capital				
0	07/23/2025	ARC Architects, Inc	CCR - ARC	30,523.19
0	07/23/2025	KBA Inc	Civic Campus - KBA	89,881.92
0	07/14/2025	US Bank National Associatio ND	Amazon Power Cords for Switches New City Hall	39,956.04
104311	07/23/2025	Bayley Construction, LP	CCR - Bayley Construction	331,542.78
104312	07/23/2025	Business Interior Northwest, Inc.	City Hal Furniture	194,816.36
104319	07/23/2025	Fire Protection Inc.	Fire Alarm Installation	2,484.42
			Total for Fund:330 Building Capital	689,204.71

Check#	Check Date	Payable To	Purpose	Amount
Fund: 411 Water Maintenance & Operations				
0	07/16/2025	AFTS	Printing Services - Delinquency Notices	223.66
0	07/23/2025	City of Everett- Everett Utilities	water purchased for resale	161,609.11
0	07/23/2025	Iconix Waterworks	Saddles	14,945.98
0	07/14/2025	US Bank National Associatio ND	Careers In Gov -Civil Plans Examiner Job Posting	5,704.84
104291	07/16/2025	Department of Emergency Management	quarterly DEM contract	1,874.68
104309	07/23/2025	AAA Monroe Rock Corp.	Yard Dumping	167.16
104317	07/23/2025	Department of Labor & Industries	QRT 2 2025 - Dept of L&I Volunteer	0.02
104323	07/23/2025	HM Pacific Northwest, Inc.	Pea Gravel	354.14
			Total for Fund:411 Water Maintenance & Operations	184,879.59
Fund: 412 Water Capital Projects				
0	07/23/2025	Raw Land Construction, LLC	Sumac Utility Improvemeents - Raw Land Const.	293,556.39
104289	07/16/2025	Chicago Title Insurance Co.	Trombley Transmission WM Replace.- Chicago Title	5,495.00
104331	07/23/2025	Raken, Inc.	Raken Software	182.57
			Total for Fund:412 Water Capital Projects	299,233.96
Fund: 421 Sewer Maintenance & Operations				
0	07/16/2025	AFTS	Printing Services - Delinquency Notices	223.66
0	07/23/2025	AmTest Inc.	Lab Testing	580.00
0	07/23/2025	Inland Environmental Resources Inc	Alka-Mag + Chemicals 43,700 pounds	11,473.87
0	07/23/2025	NorthStar Chemical Inc.	Sodium Hydroxide	4,310.14
0	07/14/2025	US Bank National Associatio ND	FRED MEYER - aa batteries	9,782.01
104291	07/16/2025	Department of Emergency Management	quarterly DEM contract	1,874.69
104309	07/23/2025	AAA Monroe Rock Corp.	Yard Dumping	167.16
104320	07/23/2025	Goble Sampson Assoc Inc.	WATM	537.97
104323	07/23/2025	HM Pacific Northwest, Inc.	Pea Gravel	354.14
			Total for Fund:421 Sewer Maintenance & Operations	29,303.64
Fund: 422 Sewer Capital Projects				
0	07/14/2025	US Bank National Associatio ND	Mail Station - ship spec books	19.57
104290	07/16/2025	City of Monroe	179th Sewer Pump Generator Summit Retain.	5,112.78
104303	07/16/2025	Summit Construction Group, Inc.	179th Pump Station Generator	106,754.85
104331	07/23/2025	Raken, Inc.	Raken Software	182.57
			Total for Fund:422 Sewer Capital Projects	112,069.77
Fund: 431 Stormwater Maint & Operations				
0	07/16/2025	AFTS	Printing Services - Delinquency Notices	223.72
0	07/14/2025	US Bank National Associatio ND	DROPBOX-Subscription for GIS Mapping project	2,851.43
104291	07/16/2025	Department of Emergency Management	quarterly DEM contract	1,874.69
104309	07/23/2025	AAA Monroe Rock Corp.	Yard Dumping	167.16
104313	07/23/2025	City of Everett	Lab Testing	152.00
104323	07/23/2025	HM Pacific Northwest, Inc.	Pea Gravel	354.14
104332	07/23/2025	Snohomish Conservation District	SCD Education and Outreach	6,886.83
104334	07/23/2025	Sound Salmon Solutions	MHS Curriculum Plannining - Sound Salmon Solutions	2,515.37
			Total for Fund:431 Stormwater Maint & Operations	15,025.34

Check#	Check Date	Payable To	Purpose	Amount
Fund: 432 Stormwater Capital Projects				
104331	07/23/2025	Raken, Inc.	Raken Software	182.57
			Total for Fund:432 Stormwater Capital Projects	182.57
Fund: 510 Information & Tech Services				
0	07/14/2025	US Bank National Associatio ND	COMCAST - city backup internet	4,209.00
			Total for Fund:510 Information & Tech Services	4,209.00
Fund: 520 Equipment & Fleet Management				
0	07/23/2025	Central Welding Supply Co Inc.	Helium Tank Rental	312.80
0	07/23/2025	Michael Tuomisto	CDL License Renewal - Michael Tuomisto	136.00
0	07/14/2025	US Bank National Associatio ND	bo LES SCHWAB TIRES-turf tubeless TORO-MW10	14,032.34
104304	07/16/2025	Systems for Public Safety Inc	Vehicle Maintenance P70	3,347.04
104310	07/23/2025	Arrow Construction Holdings, LLC	Meter Rental	3,282.00
104314	07/23/2025	Coleman Oil Company, LLC	PW vehicle fuel	6,284.87
104325	07/23/2025	Lawson Products Inc	Nitrile Gloves	40.04
104336	07/23/2025	Sunbelt Rentals, Inc.	Trenchbox Rental	3,707.38
104339	07/23/2025	United Rentals NW Inc.	Air Loc & Hose Rental for WWTP Force Main	379.63
			Total for Fund:520 Equipment & Fleet Management	31,522.10
Fund: 530 Facilities Management				
0	07/14/2025	US Bank National Associatio ND	PUD 100 N Lewis St	38,458.66
104292	07/16/2025	Economy Fence Center	PD Fence Repair	1,969.20
104319	07/23/2025	Fire Protection Inc.	Fire Alarm Monitoring	1,078.32
104329	07/23/2025	Puget Sound Energy	PSE 769 Village Way #Facility	247.78
104330	07/23/2025	Puget Sound Energy Inc	PSE - 806 W Main St Bldg I - P	231.51
104335	07/23/2025	Sprague Pest Solutions Inc	July Pest Control	230.01
			Total for Fund:530 Facilities Management	42,215.48
Fund: 631 Agency Fund				
104299	07/16/2025	Precision Concrete Cutting Inc	2025 Sidewalk Trip Hazard-Grinding Project	2,937.50
104302	07/16/2025	Snohomish Regional Fire & Rescue	2nd Qtr fees April- June 2025	19,605.15
			Total for Fund:631 Agency Fund	22,542.65
			Grand Total	1,740,655.41

Accounts Payable

Computer Check Proof List by Vendor

User: kimf
Printed: 07/14/2025 - 1:48PM
Batch: 09999.06.2025

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: usbankpc	US Bank National Associatio ND			Check Sequence: 1	ACH Enabled: True
0000031010	centrfuge	159.90	06/30/2025	421-000-140-535-80-31-00	
000385	Swinomish Market - Fuel	10.64	06/30/2025	520-000-130-548-60-32-02	
000501	MyOwnly Boarding Kennel - Kennel Services K	139.05	06/30/2025	001-000-004-521-22-41-01	
0043462	AMAZON-Water pump fittings	27.33	06/30/2025	520-000-130-548-60-31-09	
007937	my PINECREEKNURSERY-soil endcaps (10)	114.87	06/30/2025	001-000-010-576-80-31-09	
009258	Costco - PD Coffee and Kitchen Supplies	263.17	06/30/2025	001-000-004-521-22-31-02	
0-099-257-	WADOL-DP08 report of sale fee	13.65	06/30/2025	520-000-130-548-60-48-04	
0-099-335-	WADOL-PT34 Report of Sale Fee	13.65	06/30/2025	520-000-130-548-60-41-09	
010187	KNAPPUSA-Misc connectors and brackets	258.88	06/30/2025	330-000-000-594-18-60-01	
019484	COSTCO-MCC Kitchen supplies	143.11	06/30/2025	001-000-001-513-10-31-01	
0197-003512563	REPUBLIC - wwtp	1,663.34	06/30/2025	530-000-130-518-20-47-03	
0197-003536899	REPUBLIC - wwtp	1,896.63	06/30/2025	530-000-130-518-20-47-00	
025248	bo MONROE PARTS-wheel nuts Toros 4000	6.29	06/30/2025	520-000-130-548-60-31-00	
026364	oil	116.95	06/30/2025	421-000-140-535-80-31-00	
026881	Circle K - Fuel	44.48	06/30/2025	520-000-130-548-60-32-02	
027192	bo NAPA-key	3.09	06/30/2025	520-000-130-548-60-31-00	
027224	bo NAPA-shop supply (04)	18.29	06/30/2025	001-000-010-576-80-31-09	
028330	tr PINECREEKNURSERY-garden mit (04)	76.58	06/30/2025	001-000-010-576-80-31-09	
028879	QFC-Container gardening workshop supplies/sna	34.25	06/30/2025	431-000-130-531-38-31-00	
0320201	AMAZON-Packing tape	21.86	06/30/2025	530-000-130-518-20-31-09	
03-343	cl PINE CREEK NURSERY-soil for flowers me	114.87	06/30/2025	008-000-010-576-80-31-01	
033532	Fred Meyer - Fuel	14.86	06/30/2025	520-000-130-548-60-32-02	
034493	Fred Meyer - Fuel	9.12	06/30/2025	520-000-130-548-60-32-02	
034976	ELITELOCK&SAFE-Keys for WWTP	109.40	06/30/2025	530-000-130-518-20-31-09	
04547-6089	CANVA-Subscription	15.00	06/30/2025	431-000-130-531-38-41-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
04593	Costco - Supplies for City BBQ	88.79	06/30/2025	001-000-003-518-10-41-19	
049852	postage for drinking water slips	21.98	06/30/2025	421-000-140-535-80-31-14	
050441	bo SHERWIN WILLIAMS-paint vandalism (03)	103.08	06/30/2025	001-000-010-576-80-31-09	
06/01/25	ASTOUND - temp city hall	557.00	06/30/2025	330-000-000-594-18-60-01	
06/01/25	ASTOUND - fiber to Snohomish County	779.80	06/30/2025	510-000-000-518-88-41-23	
06/7/2025	Chefs Store - Meeting Supplies	36.67	06/30/2025	001-000-004-521-22-31-02	
06032025	CHEFSTORE-Coffee supplies for MCC	54.98	06/30/2025	001-000-001-513-10-31-01	
060626	WALTERENELSONCO-Janitorial Supplies	693.26	06/30/2025	530-000-130-518-30-31-00	
06182025	ULINE-Supplies for CH move	1,237.12	06/30/2025	330-000-000-594-18-60-01	
06212025	THELONGLINER-RP Purchased in Error	684.20	06/30/2025	530-000-130-518-20-31-09	
063299	bo SHERWIN WILLIAMS-paint vandalism (03)	67.54	06/30/2025	001-000-010-576-80-31-09	
064330	tr SHERWIN WILLIAMS-cover up paint	85.06	06/30/2025	001-000-010-576-80-31-09	
065177	HARBORFREIGHT-Construction line & metal	247.52	06/30/2025	411-000-130-534-80-31-09	
0655	Dumpster Breath	262.55	06/30/2025	421-000-140-535-80-31-00	
0692220	Amazon phone case	10.93	06/30/2025	510-000-000-518-88-31-00	
0692220	Amazon Phone Case Kim F	10.93	06/30/2025	510-000-000-518-88-31-00	
0693069	Amazon Card holders	4.21	06/30/2025	510-000-000-518-88-31-00	
073127	ELITELOCK&SAFE-BAB1 Keys	62.36	06/30/2025	530-000-130-518-20-31-09	
0760377-IN	NATIONALSAFETY-Safety supplies 20% split	125.66	06/30/2025	421-000-130-535-80-31-08	
0760377-IN	NATIONALSAFETY-Safety supplies 20% split	125.66	06/30/2025	411-000-130-534-80-31-08	
0760377-IN	NATIONALSAFETY-Safety supplies 20% split	125.65	06/30/2025	001-000-010-576-80-31-08	
0760377-IN	NATIONALSAFETY-Safety supplies 20% split	125.66	06/30/2025	105-000-130-542-30-31-08	
0760377-IN	NATIONALSAFETY-Safety supplies 20% split	125.66	06/30/2025	431-000-130-531-38-31-08	
081399	mt WALTER E NELSON-janitorial (05)	91.50	06/30/2025	001-000-010-576-80-31-09	
081435	Walmart - K9 Food (Thor)	15.76	06/30/2025	001-000-004-521-22-31-02	
083056	ELITELOCK&SAFE-PD keys	7.66	06/30/2025	530-000-130-518-20-31-09	
091375	tr KELLER SUPPLY-urinal (06)	269.08	06/30/2025	001-000-010-576-80-31-09	
096133	md GROCERY OUTLET-soap janitorial (05)	19.07	06/30/2025	001-000-010-576-80-31-09	
096989	md WALMART-white board Rotary (04)	28.00	06/30/2025	001-000-010-576-80-31-09	
097265	my PINECREEKNURSERY-soil endcaps (10)	114.87	06/30/2025	001-000-010-576-80-31-09	
1	CITY OF MORNOE - utility payments May 202	16,444.42	06/30/2025	530-000-130-518-20-47-03	
1010	Gaskets/Sprayers. RETURN PENDING	32.77	06/30/2025	421-000-140-535-80-31-00	
10301	WALMART - cookies for CSO's event	6.94	06/30/2025	001-000-004-521-22-31-02	
105208	THEMAILSTATION-Shipping	31.78	06/30/2025	411-000-130-534-80-41-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1106680	EVERGREENHEALTH-CDL Physical for MT	206.00	06/30/2025	520-000-130-548-60-41-09	
110698906	LNI-Boiler/pressure vessel inspection - card fee	3.95	06/30/2025	530-000-130-518-20-41-00	
110698906	LNI-Boiler/pressure vessel inspection	63.60	06/30/2025	530-000-130-518-20-41-00	
11101279169898	AMAZON - sign holders for events	21.65	06/30/2025	001-000-040-565-40-31-00	
1111695	EVERGREENHEALTH-CDL Physical for TO	206.00	06/30/2025	520-000-130-548-60-41-09	
111-661078	Amazon - Supplies for Galaxy Summer Event	16.17	06/30/2025	001-000-004-521-22-31-02	
11-17312	Careers In Gov -Civil Plans Examiner Job Postin	73.75	06/30/2025	431-000-120-531-38-41-00	
11-17312	Careers In Gov -Civil Plans Examiner Job Postin	73.75	06/30/2025	411-000-120-534-80-41-00	
11-17312	Careers In Gov -Civil Plans Examiner Job Postin	73.75	06/30/2025	421-000-120-535-80-41-00	
11-17312	Careers In Gov -Civil Plans Examiner Job Postin	73.75	06/30/2025	105-000-120-542-30-41-00	
112-091886	Amazon - - Supplies NNO	63.40	06/30/2025	001-000-004-521-30-31-09	
112-572077	Amazon - Supplies for City BBQ games	80.46	06/30/2025	001-000-003-518-10-41-19	
112-806269	Amazon - Drone power inverter	34.55	06/30/2025	001-000-004-521-22-35-01	
113-901994	Amazon - Baby wipes & Duster Refills	59.05	06/30/2025	001-000-004-521-22-31-02	
1145948225	safety sunglasses	72.99	06/30/2025	421-000-140-535-80-31-00	
1177621-34	sr AMAZON-organization supply	103.92	06/30/2025	001-000-010-576-81-31-09	
1201485312	COSTCO - coffee for city hall	125.97	06/30/2025	001-000-001-513-10-31-01	
1202714829	kd COSTCO-supplies for June all staff bbq	100.95	06/30/2025	001-000-001-513-10-31-01	
1278	FRONTLINE UAS / PART 107 CERTIFICATIO	875.00	06/30/2025	001-000-004-521-40-49-09	
129869899	WSDOT Good To Go - p74 TOLL	9.75	06/30/2025	520-000-130-548-60-48-01	
131550	GOODYEARTIRE-P109 flat repair	21.83	06/30/2025	520-000-130-548-60-48-01	
131594932	WSDOT Good To Go - Automatic Replenish Ac	50.00	06/30/2025	001-000-004-521-22-41-01	
131745	GOODYEARTIRE-FB10 New tires	1,142.26	06/30/2025	520-000-130-548-60-41-09	
131803	GOODYEARTIRE-VN02 Flat repair	21.83	06/30/2025	520-000-130-548-60-41-09	
13261	Hill Street Cleaners - Dry Cleaning	156.92	06/30/2025	001-000-004-521-22-41-01	
13619	Monroe Goodyear - Vehicle Maintenace P85	21.83	06/30/2025	520-000-130-548-60-48-01	
1403741824	NOPH WALEMART - variance postcards	8.77	06/30/2025	001-000-110-558-60-41-95	
1403741824	NOPH WALEMART - variance postcards	19.88	06/30/2025	001-000-110-558-60-42-01	
140997	PROCOM - DOT Drug Test - kg	72.00	06/30/2025	520-000-130-548-60-41-09	
1430844147	WWTP NOA POSTCARDS	44.29	06/30/2025	001-000-110-558-60-42-01	
1430844147	WWTP NOA POSTCARDS	19.46	06/30/2025	001-000-110-558-60-41-95	
14514483	lab supplies	736.87	06/30/2025	421-000-140-535-80-31-14	
14520705	salt bridges for digester probes	624.79	06/30/2025	421-000-140-535-80-31-14	
14529628	salt bridges for digester probes	914.58	06/30/2025	421-000-140-535-80-31-14	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
14530527	lab supplies	162.76	06/30/2025	421-000-140-535-80-31-14	
1456	Bates Bros Towing - Patrol Vehicle Impound fee:	447.31	06/30/2025	001-000-004-521-22-41-01	
1457	Degreaser For PT	27.17	06/30/2025	421-000-140-535-80-31-00	
146864	LEEJOHNSONSPEEDWAY-P85 vacuum pump	240.57	06/30/2025	520-000-130-548-60-31-01	
15	SNOHOMISHCOUNTYAUDITOR-Parking	6.00	06/30/2025	411-000-130-534-80-41-09	
15760951	logo wear for Human Services	170.73	06/30/2025	001-000-040-565-40-31-00	
15760951	logo wear for Council	305.17	06/30/2025	001-000-005-511-60-31-00	
15821119	logo vest for Councilmember Hanford	39.40	06/30/2025	001-000-005-511-60-31-00	
15917	EUROFINS - water quality control	1,485.34	06/30/2025	411-000-130-534-80-41-09	
163250	76-Crossroads Market - Fuel	175.00	06/30/2025	520-000-130-548-60-32-02	
1645	UV Cleaning Material	44.53	06/30/2025	421-000-140-535-80-31-00	
1657131	VYANT - wwtp services	243.49	06/30/2025	421-000-140-535-80-41-09	
1667373-96	mt AMAZON-playgrounds (02)	10.44	06/30/2025	001-000-010-576-80-31-09	
1671417	AMAZON-Marking paint	644.58	06/30/2025	411-000-130-534-80-31-09	
17154652	PACIFICPOWERBATTERIES-P84 Battery	153.15	06/30/2025	520-000-130-548-60-31-01	
17154796	Pacific Power Batteries - Vehicle Maintenance P:	714.73	06/30/2025	520-000-130-548-60-48-01	
17154828	PACIFICPOWERBATTERIES-P33 Batter	227.38	06/30/2025	520-000-130-548-60-31-01	
17154865	Pacific Power Batteries - Vehicle Maintenance P:	19.60	06/30/2025	520-000-130-548-60-48-01	
17751687	QUADIENT -sure seal for postage	50.93	06/30/2025	510-000-000-518-88-31-00	
178737	FRED MEYER - aa batteries	25.15	06/30/2025	421-000-140-535-80-31-00	
182000	Arrowhead - Evidence Supplies	926.70	06/30/2025	001-000-004-521-22-31-02	
18937	WALMART - farmers market supplies	65.65	06/30/2025	001-000-004-521-30-31-09	
193665170	ULINE-Desks for City Hall Offices	19,059.81	06/30/2025	330-000-000-594-18-60-01	
2000-4739-7	PUD 17866 W Main - Park Place Pump Station	513.12	06/30/2025	530-000-130-518-20-47-02	
200126477	FBI LEEDA -ELI Marysville 6/2025	795.00	06/30/2025	001-000-004-521-40-49-09	
2001-6554-6	PUD 372 Sky River Pkwy - Rotary Field	177.17	06/30/2025	530-000-130-518-20-47-00	
2002-4047-1	PUD 769 Village Way - Public Works Building	755.47	06/30/2025	530-000-130-518-20-47-00	
2005-6249-4	PUD 509 E Main St - Travelers Park	54.70	06/30/2025	530-000-130-518-20-47-00	
2006-9117-8	PUD 818 W Main St - Police Department	1,661.17	06/30/2025	530-000-130-518-20-47-00	
2009-3395-0	PUD 303 W Main St - Flag Pole	70.18	06/30/2025	530-000-130-518-20-47-00	
2009-8128-0	PUD 15411 179th Ave SE	899.84	06/30/2025	530-000-130-518-20-47-02	
2013-1377-2	PUD 14826 N Kelsey - Tjerne Place Signal	80.14	06/30/2025	530-000-130-518-20-47-04	
2013-7289-3	PUD 19927 Old Owen Rd	79.31	06/30/2025	530-000-130-518-20-47-02	
2014-3598-9	PUD 17097 W Main St	86.41	06/30/2025	530-000-130-518-20-47-02	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2014-6645-5	PUD 17102 Beaton Rd	231.20	06/30/2025	530-000-130-518-20-47-02	
2016-9572-3	PUD 516 S Lewis Street - Restrooms	142.08	06/30/2025	530-000-130-518-20-47-00	
2017-3600-6	PUD 17526 136th Pl SE	68.60	06/30/2025	530-000-130-518-20-47-02	
2017-8376-8	PUD 224 N Kelsey St- Flasher	70.49	06/30/2025	530-000-130-518-20-47-04	
2018-8281-8	13125 191st Ave SE - Reservoir #5	150.29	06/30/2025	530-000-130-518-20-47-01	
2019-2935-3	820 Village Way - Sky River Park Concession/R	497.75	06/30/2025	530-000-130-518-20-47-01	
2019-5625-7	PUD 14810 Fryelands Blvd - Lake Tye Lift Stati	532.50	06/30/2025	530-000-130-518-20-47-02	
2020-5315-3	PUD 10805 202nd - North Hill Reservoir	63.00	06/30/2025	530-000-130-518-20-47-01	
2021-9060-9	PUD 17108 Sawyer St SE	167.10	06/30/2025	530-000-130-518-20-47-02	
2022-0207-3	PUD 16653 Currie Rd	248.57	06/30/2025	530-000-130-518-20-47-02	
2022-0918-5	PUD 14964 Fryelands Blvd SE - Lake Tye Restr	300.11	06/30/2025	530-000-130-518-20-47-00	
2022-1333-6	PUD 17769 149th St SE - Stanton Meadows Parl	102.44	06/30/2025	530-000-130-518-20-47-00	
2022-3002-5	PUD 16924 W Main St	661.67	06/30/2025	530-000-130-518-20-47-00	
2023-2643-5	PUD 806 W Main St F - PW Trailer	411.45	06/30/2025	530-000-130-518-20-47-01	
2023-8664-5	PUD 100 N Lewis St	139.00	06/30/2025	530-000-130-518-20-47-04	
20250527	Amazon Monitor Stand Refund	-35.98	06/30/2025	411-000-120-534-80-31-00	
20250612	AMAZON - Printer Labels	31.82	06/30/2025	411-000-120-534-80-31-00	
2025061209	J&L BBQ Catering	4,199.38	06/30/2025	001-000-001-513-10-31-01	
2025061213	Mail Station - ship spec books	19.57	06/30/2025	422-000-120-594-35-65-00	
20250617	Amazon-USB Charger port for vehicle	32.80	06/30/2025	105-000-120-542-30-31-00	
2025-97166	QR code for Ribbon Cutting Ceremony disputed	-239.88	06/30/2025	001-000-001-513-10-31-01	
2025-97166	QR code for Ribbon Cutting Ceremony-disputed	239.88	06/30/2025	001-000-001-513-10-31-01	
2026-1927-6	PUD 15403 Fryelands Blvd - 154th signal	134.61	06/30/2025	530-000-130-518-20-47-04	
2026-2043-1	14890 Freylands Blvd - Wales/Freyland traffic si	108.64	06/30/2025	530-000-130-518-20-47-04	
2027-2778-0	PUD 20218 Pipeline Rd - North Hill Booster	329.11	06/30/2025	530-000-130-518-20-47-01	
2030-7090-9	PUD 19470 Tjerne Pl / Chain Lake Road	89.62	06/30/2025	530-000-130-518-20-47-04	
2030-7888-6	PUD 19206 Tjerne Pl / behind Harbor Freight	184.20	06/30/2025	530-000-130-518-20-47-04	
2032-0895-4	PUD 19470 Chain Lake / N Kelsey St Light	119.40	06/30/2025	530-000-130-518-20-47-04	
2033-0835-8	PUD 19921 Rainier View Rd SE	55.19	06/30/2025	530-000-130-518-20-47-00	
2033-1359-8	PUD 16410 177th AVE SE	381.80	06/30/2025	530-000-130-518-20-47-01	
2035-0163-0	PUD Various Street Lighting	89.82	06/30/2025	530-000-130-518-20-47-04	
2036-4254-1	PUD 14964 Freylands Blvd - Lake Tye Park - Fo	153.34	06/30/2025	530-000-130-518-20-47-00	
2038-1598-0	PUD 16846 W Main ST - Tester Round-a-bout	85.59	06/30/2025	530-000-130-518-20-47-04	
2038-8616-3	PUD 17888 W Main St Signal	179.93	06/30/2025	530-000-130-518-20-47-04	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2042-7425-2	PUD 106 S Kelsey St - Kelsey / Main St Traffic	146.62	06/30/2025	530-000-130-518-20-47-04	
2048-9441-4	PUD 13803 Ingraham Rd	184.12	06/30/2025	530-000-130-518-20-47-01	
2048-9442-2	PUD 15403 Fryelands Blvd - Traffic Camera	45.58	06/30/2025	530-000-130-518-20-47-00	
2048-9530-4	PUD 17502 160th St SE - Fox Meadows sewer li	104.82	06/30/2025	530-000-130-518-20-47-02	
2053-8775-6	PUD 14701 144th St SE - Springhill Water Pump	226.76	06/30/2025	530-000-130-518-20-47-01	
2053-8855-6	PUD 14220 134th DR SE SCHEDULE 25	8.34	06/30/2025	530-000-130-518-20-47-01	
2053-9214-5	PUD 15605 139th Ave SE - Spring Hill Res	210.30	06/30/2025	530-000-130-518-20-47-01	
2053-9215-2	PUD 13226 134th Dr SE - Sky Meado Pump Sta	137.94	06/30/2025	530-000-130-518-20-47-01	
2095449	Amazon Keyboard and mouse	82.02	06/30/2025	510-000-000-518-88-31-00	
210706	TOWN&COUNTRYTRACTORS-Pressure wash	509.26	06/30/2025	520-000-130-548-60-41-09	
214872	TOWN&COUNTRYTRACTOR-Chainsaw chain	441.93	06/30/2025	411-000-130-534-80-31-09	
215025	TOWN&COUNTRYTRACTOR-Engine oil	129.71	06/30/2025	520-000-130-548-60-31-09	
215149	bo TOWN AND COUNTRY TRACTOR-starter	57.66	06/30/2025	001-000-010-576-80-31-09	
2208-9527-0	PUD 15028 Woods Creek Rd	94.58	06/30/2025	530-000-130-518-20-47-04	
2220259	AMAZON-Febreeze	13.03	06/30/2025	530-000-130-518-20-31-09	
2220-3685-7	PUD 855 Village Way	2,346.59	06/30/2025	530-000-130-518-20-47-01	
2230-2428-2	PUD 14964 Fryelands Blvd SE - Lake Tye Restr	563.60	06/30/2025	530-000-130-518-20-47-00	
2238-2578-7	PUD 14405 179th Ave SE	80.13	06/30/2025	530-000-130-518-20-47-01	
2240-3590-7	PUD 110 N Blakely St.	111.77	06/30/2025	530-000-130-518-20-47-00	
2240-3591-5	PUD 201 W Main ST	166.26	06/30/2025	530-000-130-518-20-47-00	
2240-4313-3	PUD 818 W Main St - STE C	548.47	06/30/2025	530-000-130-518-20-47-00	
228753	Lynnwood Motoplex - Motorcycle repairs	686.27	06/30/2025	520-000-130-548-60-48-01	
230089-202	TransUnion - TransUnion Searches	82.06	06/30/2025	001-000-004-521-22-41-01	
2327159	Darwins Natura Pet Prod - K9 Food (Thor)	133.91	06/30/2025	001-000-004-521-22-31-02	
2438019-44	md AMAZON-vinegar (02)	87.26	06/30/2025	001-000-010-576-80-31-09	
25159111801754	TARGET - supplies for PRIDE	39.48	06/30/2025	001-000-040-565-40-31-00	
25345	RODLANDAUTOSERVICE-Diagnose CV07 ha	455.09	06/30/2025	520-000-130-548-60-48-01	
2560199110	RS-valve	464.14	06/30/2025	421-000-140-535-80-31-00	
263331776	my LOWES-outlet (04)	27.33	06/30/2025	001-000-010-576-80-31-09	
27192	WALMART - cookies for CSO's event	20.89	06/30/2025	001-000-004-521-22-31-02	
27292130	tr ZORO TOOLS-wall hydrant parts (03)	160.86	06/30/2025	001-000-010-576-80-31-09	
27413941	tr ZORO-hydrant face (06)	16.84	06/30/2025	001-000-010-576-80-31-09	
301750975	bo LOWES-supplies (04)	29.06	06/30/2025	001-000-010-576-80-31-09	
30212	kd PARK INK-2025 swag	1,076.90	06/30/2025	001-000-010-576-81-41-95	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3058	Walmart-FestivalLotOpenHouse-Stickers	4.88	06/30/2025	001-100-001-558-70-31-00	
3072953	HI-LINE-Cable clamps & screws	205.38	06/30/2025	520-000-130-548-60-31-09	
3192206	Amazon Monitor Stand for Ken.	168.46	06/30/2025	510-000-000-518-88-31-00	
32053	HILTON AIRPORT PARKING - parking for con	17.78	06/30/2025	001-000-040-565-40-49-02	
3250125624	bo LES SCHWAB TIRES-MW10	318.24	06/30/2025	520-000-130-548-60-48-04	
3250125730	bo LES SCHWAB TIRES-turf tubeless TORO-M	308.40	06/30/2025	520-000-130-548-60-48-04	
3250125746	bo LES SCHWAB TIRES-tire repair MW10	171.65	06/30/2025	520-000-130-548-60-48-04	
3250125833	LESSCHWABTIRES-VAC03 New Tires	2,235.67	06/30/2025	520-000-130-548-60-41-09	
3250125898	bo LES SCHWAB-parts TRL#9	338.87	06/30/2025	520-000-130-548-60-48-04	
3477047	HSC-PC01 Hose Assembly	117.07	06/30/2025	520-000-130-548-60-41-09	
3479210	HYDRAULICSUPPLYCO-Paint markers for EX	280.78	06/30/2025	520-000-130-548-60-31-09	
3583414	Amazon Velcro Tape New City Hall	17.48	06/30/2025	330-000-000-594-18-60-01	
36144918	ULINE-Surge protectors for IT set up	356.00	06/30/2025	330-000-000-594-18-60-01	
366805345	GoTo Rescue Assist Renewal Mobile	984.60	06/30/2025	510-000-000-518-88-41-18	
3695444	AMAZON-Hitch pins	6.55	06/30/2025	520-000-130-548-60-31-09	
37182743	ULINE-Laundry detergent for Locker Room	137.71	06/30/2025	530-000-130-518-20-31-09	
4/26/25	COMCAST - city backup internet	300.00	06/30/2025	510-000-000-518-88-41-23	
41798	fittings	7.64	06/30/2025	421-000-140-535-80-31-00	
422K6378	Eastside Integrative Medicine - Wellness Service	1,950.00	06/30/2025	001-000-004-521-22-41-01	
4257603982	at SAFETY PLAY-cpsi kit (09)	385.00	06/30/2025	001-000-010-576-80-31-09	
426526685	my LOWES-paint brush (03)	23.81	06/30/2025	001-000-010-576-80-31-09	
427101816	OFFICE DEPOT - coffee supplies	37.49	06/30/2025	001-000-001-513-10-31-01	
427102247--001	OFFICE DEPOT - office supplies	33.01	06/30/2025	001-000-001-513-10-31-01	
429772110	tr LOWES-watering wand repair (04)	9.43	06/30/2025	001-000-010-576-80-31-09	
432564553	bo LOWES-supplies (04)	16.39	06/30/2025	001-000-010-576-80-31-09	
433114063	bo LOWES-nozzle (04)	19.65	06/30/2025	001-000-010-576-80-31-09	
4428235	ribbon and photo paper - new city hall	30.43	06/30/2025	001-000-001-513-10-31-01	
4601040	AMAZON-Superglue	32.77	06/30/2025	530-000-130-518-20-31-09	
462063245	tapemeasure electrical pull wire	74.30	06/30/2025	421-000-140-535-80-31-00	
462828950	LOWES-Grass seed for reservoirs	76.56	06/30/2025	411-000-130-534-80-31-09	
4672202	plaques for former Mayor photos	173.40	06/30/2025	001-000-001-513-10-31-01	
4767	179th Grinder Oil	175.42	06/30/2025	421-000-140-535-80-31-00	
476705722	frames/new blding Exec Conference Room Mayo	338.81	06/30/2025	001-000-001-513-10-31-01	
489798S185	LEMAAY - shredding services ch	19.73	06/30/2025	001-000-007-511-30-41-01	

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5/26/25	COMCAST - city backup internet	315.00	06/30/2025	510-000-000-518-88-41-23	
5/29/2025	Jack in the Box - Food /Social Worker Expenses	16.73	06/30/2025	001-000-004-521-22-31-02	
5/30/2025	Diamond Parking - Parking fees	4.99	06/30/2025	001-000-004-521-40-43-09	
5/7/25	COMCAST - wwtp	153.25	06/30/2025	510-000-000-518-88-41-23	
50	BRANDTSPLACE-VAC04 DOT Inspection	216.20	06/30/2025	520-000-130-548-60-41-09	
5040206	AMAZON-Mouse for JR	65.63	06/30/2025	411-000-130-534-80-31-09	
51	BRANDTSPLACE-VAC03 DOT Inspection	216.20	06/30/2025	520-000-130-548-60-41-09	
5105852	AMAZON-Batteries	15.86	06/30/2025	530-000-130-518-20-31-09	
5131448	Amazon iPhone Case for Judge	8.74	06/30/2025	510-000-000-518-88-31-00	
515633050432	WALMART - clipboards for tabling events	14.24	06/30/2025	001-000-040-565-40-31-00	
516600677656	WM SUPERMARKET - boosterseat social work	21.86	06/30/2025	001-000-004-521-22-31-02	
516682132720	WALMART - table closthes for nno	16.31	06/30/2025	001-000-004-521-22-31-02	
52	BRANDTSPLACE-SW02 DOT Inspection	216.20	06/30/2025	520-000-130-548-60-41-09	
52208	sr GREEN DOT CONCRETE-currie view concr	388.02	06/30/2025	317-000-010-594-76-63-25	
53	BRANDTSPLACE-SW03 DOT Inspection	216.20	06/30/2025	520-000-130-548-60-41-09	
55799	SAMS'S DOGS - ID Tag	5.91	06/30/2025	001-000-004-521-22-31-02	
558440482	LOWES-Laminate counter & cleaning supplies	252.60	06/30/2025	530-000-130-518-20-31-09	
55935843	Chevron - Fuel	15.39	06/30/2025	520-000-130-548-60-32-02	
565829378	bo LOWES-supplies (04)	59.86	06/30/2025	001-000-010-576-80-31-09	
5700182416	WOODLANDMANUFACTURING-City Hall pl	6,024.89	06/30/2025	330-000-000-594-18-60-01	
572015222	bo LOWES-shop supply (04)	79.79	06/30/2025	001-000-010-576-80-31-09	
582510580	LOWES-Chalk marker & saw blade	57.94	06/30/2025	530-000-130-518-20-31-09	
5862460-02	mt AMAZON-never delivered credit (02)	-10.44	06/30/2025	001-000-010-576-80-31-09	
5862460-02	mt AMAZON-supplies-security cable seals (04)	86.42	06/30/2025	001-000-010-576-80-31-09	
58839	Kool Change Printing - Trespass Forms	175.48	06/30/2025	001-000-004-521-22-49-07	
58889	KoolChangePrinting court forms	193.53	06/30/2025	001-000-009-512-51-49-07	
592156632	mt LOWES-tools (09)	36.08	06/30/2025	001-000-010-576-80-31-09	
5935028	Chevron - Fuel	41.10	06/30/2025	520-000-130-548-60-32-02	
5939458	Chevron - Fuel	15.18	06/30/2025	520-000-130-548-60-32-02	
5940719	Chevron - Fuel	15.21	06/30/2025	520-000-130-548-60-32-02	
595103441	bo LOWES-paint (03)	27.31	06/30/2025	001-000-010-576-80-31-09	
5968201	AMAZON-Grinding wheels	38.43	06/30/2025	105-000-130-542-30-31-09	
5SLZ1T5M5C	DROPBOX-Subscription for GIS Mapping proje	13.26	06/30/2025	431-000-130-531-38-41-09	
6/10/2025	Lowes - Fire Extinguishers for patrol vehicles	59.03	06/30/2025	520-000-130-548-60-48-01	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
6/11/2025	Lowes - Velcro & Pipe	20.40	06/30/2025	001-000-004-521-22-31-02	
6/11/2025	Microsoft Clipchamp - Social Media	13.11	06/30/2025	001-000-004-521-22-41-01	
6/12/2025	Sams Cats Dogs Natural - K9 Food (Thor)	152.60	06/30/2025	001-000-004-521-22-31-02	
6/17/2025	Fairgrounds Inn - Hotel / Social Worker Expense	1,019.06	06/30/2025	001-000-004-521-22-31-02	
6/23/2025	GMR Transcription - Transcription Services	22.50	06/30/2025	001-000-004-521-22-41-01	
6/24/2025	PSI Exams - Part 107 Drone FAA Test	175.00	06/30/2025	001-000-004-521-40-49-09	
6/24/2025	Sams Cats Dogs Natural - K9 Food (Thor)	237.27	06/30/2025	001-000-004-521-22-31-02	
6/24/2025	Walmart - Clothes / Social Worker Expenses	168.85	06/30/2025	001-000-004-521-22-31-02	
6/3/2025	Lowes - Gloves	21.86	06/30/2025	001-000-004-521-22-31-05	
6/4/2025	USPS - PO Box Rental 6 mths	148.00	06/30/2025	001-000-004-521-22-41-01	
6/4/2025	Lowes - Knife & Totes	32.75	06/30/2025	001-000-004-521-22-31-02	
6/6/2025	Dollar Tree - Supplies for City's BBQ	59.62	06/30/2025	001-000-003-518-10-41-19	
6/7/2025	Ben Frankling - City BBQ Raffle Basket	15.90	06/30/2025	001-000-003-518-10-41-19	
607432905-	KeyCafe - SmartBox Platform Fee	1,188.00	06/30/2025	001-000-004-521-22-41-01	
607749787	at LOWES-platform repair (02)	28.95	06/30/2025	001-000-010-576-80-31-09	
6114535305	Verizon - Dept Cellphones	2,051.91	06/30/2025	001-000-004-521-22-42-01	
613817649	LOWES-Contact cement	63.39	06/30/2025	330-000-000-594-18-60-01	
6201802	AMAZON-Office supplies for PW/Parks Buildir	42.65	06/30/2025	001-000-001-513-10-31-01	
6292	Monroe badge stickers	1,416.25	06/30/2025	001-000-001-513-10-31-01	
631426	bo HARBOR FREIGHT-shop supply (04)	29.52	06/30/2025	001-000-010-576-80-31-09	
6354-4	bo SHERWIN-WILLIAMS-paint (03)	258.18	06/30/2025	001-000-010-576-80-31-09	
637662293	fittings	13.62	06/30/2025	421-000-140-535-80-31-00	
641448	OREILLY-PT07 Oil	14.17	06/30/2025	520-000-130-548-60-31-09	
647566067	at LOWES-boards for currie view slide (04)	45.89	06/30/2025	001-000-010-576-80-31-09	
65007344	ROBERT HALF - tammy miller week ending 5/	507.52	06/30/2025	431-000-130-531-38-41-09	
65007344	ROBERT HALF - tammy miller week ending 5/	507.52	06/30/2025	411-000-130-534-80-41-09	
65007344	ROBERT HALF - tammy miller week ending 5/	507.52	06/30/2025	421-000-130-535-80-41-09	
65007344	ROBERT HALF - tammy miller week ending 5/	919.88	06/30/2025	001-000-003-518-10-10-01	
65042720	ROBERT HALF - tammy miller week ending 5/	676.70	06/30/2025	411-000-130-534-80-41-09	
65042720	ROBERT HALF - tammy miller week ending 5/	676.69	06/30/2025	421-000-130-535-80-41-09	
65042720	ROBERT HALF - tammy miller week ending 5/	676.69	06/30/2025	431-000-130-531-38-41-09	
65059267	ROBERT HALF - tammy miller week ending 6/(	845.87	06/30/2025	421-000-130-535-80-41-09	
65059267	ROBERT HALF - tammy miller week ending 6/(	845.87	06/30/2025	411-000-130-534-80-41-09	
65059267	ROBERT HALF - tammy miller week ending 6/(	845.86	06/30/2025	431-000-130-531-38-41-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
65982052	Midway - Firearms cleaning supplies	332.81	06/30/2025	001-000-004-521-22-31-07	
662287493	LOWES-Saw blades & pipe thread sealant	188.74	06/30/2025	411-000-130-534-80-31-09	
66560	GSRRENTALS-Chair rental for bank building	46.93	06/30/2025	530-000-130-518-20-41-00	
66641	GSRRENTALS-Chair rental for bank building	70.40	06/30/2025	520-000-130-548-60-41-09	
66709	GSRRENTALS-Chair rental for bank building	70.40	06/30/2025	530-000-130-518-20-41-00	
66771809	VALLEYSUPPLY-Rebar for Traffic Calming Ins	94.16	06/30/2025	318-000-120-595-30-65-00	
66793092	VALLEYSUPPLY-Rebar for Traffic Calming Ins	157.12	06/30/2025	318-000-120-595-30-65-00	
673015985	LOWES-Paint rollers & utility knife	55.38	06/30/2025	330-000-000-594-18-60-01	
685179	seasonal safety gear	377.53	06/30/2025	421-000-140-535-80-31-00	
686671L	ECO3-CESCL Cert for Vince Bertrand	200.00	06/30/2025	431-000-130-531-38-49-02	
6913831	AMAZON - notebooks for kate t.	10.93	06/30/2025	001-000-110-558-60-31-09	
6925	Training - Registration	250.00	06/30/2025	001-000-040-565-40-43-09	
692777	ICMA -Civil Plans Examiner Job Posting	25.00	06/30/2025	105-000-120-542-30-41-00	
692777	ICMA -Civil Plans Examiner Job Posting	25.00	06/30/2025	411-000-120-534-80-41-00	
692777	ICMA -Civil Plans Examiner Job Posting	25.00	06/30/2025	421-000-120-535-80-41-00	
692777	ICMA -Civil Plans Examiner Job Posting	25.00	06/30/2025	431-000-120-531-38-41-00	
698168	hydraulic fittings	21.86	06/30/2025	421-000-140-535-80-31-00	
700362	TRACTORSUPPLY-Socket for mower	21.87	06/30/2025	520-000-130-548-60-31-09	
7049867	Amazon Keyboard and mouse for MonCC	53.30	06/30/2025	431-000-190-525-10-31-00	
7049867	Amazon Keyboard and mouse for MonCC	53.30	06/30/2025	421-000-190-525-10-31-00	
7049867	Amazon Keyboard and mouse for MonCC	53.28	06/30/2025	001-000-190-525-10-31-00	
7049867	Amazon Keyboard and mouse for MonCC	53.30	06/30/2025	411-000-190-525-10-31-00	
7115	Pipe Tape/ Drain Bladder	13.63	06/30/2025	421-000-140-535-80-31-00	
716329	HIGHWAYAUTO-Hose clamps	32.12	06/30/2025	530-000-130-518-20-31-09	
716537	HIGHWAYAUTO-Wiper fluid	81.79	06/30/2025	520-000-130-548-60-31-09	
716627	HIGHWAYAUTO-Nylon ties	53.07	06/30/2025	520-000-130-548-60-31-09	
716658	HIGHWAYAUTO-Reducer sleeve	80.58	06/30/2025	520-000-130-548-60-31-09	
716779	HIGHWAYAUTO-Grease & brake cleaner	245.76	06/30/2025	520-000-130-548-60-31-09	
717099	HIGHWAYAUTO-Fuel Injection press	47.27	06/30/2025	520-000-130-548-60-31-09	
7229044	AMAZON-New soap dispenser for O&M	75.87	06/30/2025	530-000-130-518-20-31-09	
731141687	Aaron A's business cards	14.96	06/30/2025	431-000-120-531-38-31-00	
731141687	Aaron A's business cards	14.94	06/30/2025	105-000-120-542-30-31-00	
731141687	Aaron A's business cards	14.96	06/30/2025	411-000-120-534-80-31-00	
731141687	Aaron A's business cards	14.96	06/30/2025	421-000-120-535-80-31-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
734548121	LOWES-Black & red spray paint	200.26	06/30/2025	520-000-130-548-60-31-09	
737008	Badge and Wallet - DC Badges X2	432.13	06/30/2025	001-000-004-521-22-31-05	
739285	hydraulic fittings	12.01	06/30/2025	421-000-140-535-80-31-00	
7540954-66	sr AMAZON-signature stamp	20.61	06/30/2025	001-000-010-576-81-31-09	
761403258	bo LOWES-lt bathroom (03)	7.42	06/30/2025	001-000-010-576-80-31-09	
7714	FredMeyer-FestivalLot-OpenHouse-WaterSnack	67.15	06/30/2025	001-100-001-558-70-31-00	
7810016-85	sr AMAZON-organization supply	20.41	06/30/2025	001-000-010-576-81-31-09	
785036	mt WALTER E NELSON-janitorial (05)	922.90	06/30/2025	001-000-010-576-80-31-09	
788261	mt WALTER E NELSON-janitorial (05)	1,925.99	06/30/2025	001-000-010-576-80-31-09	
7E035901	tr HORIZON-irrigation supply (01)	783.51	06/30/2025	001-000-010-576-80-31-09	
801	Ribbon Cutting Ceremony	182.19	06/30/2025	001-000-001-513-10-31-01	
80244217	LOWES-Router bit & wood screws	58.86	06/30/2025	530-000-130-518-20-31-09	
8097910	LOWES-Shovels	173.29	06/30/2025	105-000-130-542-30-31-09	
810679621	bo LOWES-nozzle (04)	23.81	06/30/2025	001-000-010-576-80-31-09	
8113815	AMAZON-Chain grinders	12.01	06/30/2025	105-000-130-542-30-31-09	
8168160	SOUND CLASSIFIED - LEGAL NOTICES cd	189.72	06/30/2025	001-000-110-558-60-41-95	
8168160	SOUND CLASSIFIED - LEGAL NOTICES Par	16.83	06/30/2025	001-000-010-576-80-41-09	
8168160	SOUND CLASSIFIED - LEGAL NOTICES CC	566.10	06/30/2025	001-000-007-511-30-41-01	
81989	FRED MEY ER - supplies for bbq	18.59	06/30/2025	001-000-004-521-22-31-02	
82147697	NORTHERNTOOL-DP06 pull tarp system	752.66	06/30/2025	520-000-130-548-60-31-00	
8243432	AMAZON-Safety vest for JP	13.12	06/30/2025	421-000-130-535-80-31-09	
8274907-69	mt AMAZON-crew supplies (04)	52.48	06/30/2025	001-000-010-576-80-31-09	
837191602	LOWES-Sprayer for crack sealing	21.86	06/30/2025	105-000-130-542-30-31-09	
8404237	Amazon Power Cords for Switches New City Ha	60.10	06/30/2025	330-000-000-594-18-60-01	
8404237	Amazon Power Cords for Switches New City Ha	60.10	06/30/2025	330-000-000-594-18-60-01	
8444605-86	at AMAZON-playground kit (09)	18.98	06/30/2025	001-000-010-576-80-31-09	
863920423	bo LOWES-hooks (04)	3.26	06/30/2025	001-000-010-576-80-31-09	
874429708	LOWES-Contact cement & razor blades	41.53	06/30/2025	330-000-000-594-18-60-01	
8-842-34187	FEDEX - police shipping	5.71	06/30/2025	001-000-004-521-22-42-00	
8-885-04172	FEDEX - police shipping	5.66	06/30/2025	001-000-004-521-22-42-00	
8-885-04172	FEDEX - police shipping	5.72	06/30/2025	001-000-004-521-22-42-00	
8-892-32088	FEDEX - police shipping	5.74	06/30/2025	001-000-004-521-22-42-00	
8-892-32088	FEDEX - police shipping	5.65	06/30/2025	001-000-004-521-22-42-00	
89615	CORNWELL-Wrench set	1,528.51	06/30/2025	520-000-130-548-60-31-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
8986	David J Harris - FTO Academy for Fisher	497.00	06/30/2025	001-000-004-521-40-49-09	
900754071	LOWES-Laminate counter for City Hall Front D	201.65	06/30/2025	330-000-000-594-18-60-01	
90271/9004	CORNWELL-Parts bowl pliers & crowfoot wre	521.58	06/30/2025	520-000-130-548-60-31-09	
906837763	LOWES-Spacers & screws	9.65	06/30/2025	330-000-000-594-18-60-01	
9097045	AMAZON-Dust cover for saw	27.90	06/30/2025	530-000-130-518-20-31-09	
916253	mt WALTER E NELSON-janitorial (05)	30.50	06/30/2025	001-000-010-576-80-31-09	
9334749-80	kd AMAZON-all staff june bbq items	6.46	06/30/2025	001-000-003-518-10-41-19	
9334749-80	kd AMAZON-all staff june bbq items	15.98	06/30/2025	001-000-003-518-10-41-19	
9356204	Amazon Carpet Cord Covers New City Hall	87.25	06/30/2025	330-000-000-594-18-60-01	
9557803	AMAZON-Corner protectors	10.83	06/30/2025	330-000-000-594-18-60-01	
97119996	SAFETYKLEEN-Oil waste pick up	125.57	06/30/2025	520-000-130-548-60-41-09	
97372	WALMART - supplies for nno	44.53	06/30/2025	001-000-004-521-22-31-02	
976558065	LOWES-Contact cement & door seal	59.38	06/30/2025	530-000-130-518-20-31-09	
AE3SH7Z	CDWG Keyboards and mice for New City Hall	194.73	06/30/2025	330-000-000-594-18-60-01	
AE4KH2Q	CDWG Dell Monitors New City Hall	11,253.28	06/30/2025	330-000-000-594-18-60-01	
AE6TC3I	CDWG Network Cable 6' New City Hall	406.97	06/30/2025	330-000-000-594-18-60-01	
AP0A9D7BBA	METROINSTITUTE-Pesticide testing GC	58.00	06/30/2025	431-000-130-531-38-49-02	
AY0A5F94EC	METROINSTITUTE-Pesticide testing CP	116.00	06/30/2025	431-000-130-531-38-49-02	
CD10028805	Huber-Compactor bags	2,735.00	06/30/2025	421-000-140-535-80-31-00	
H33764/52	COASTAL-Chest waders	60.16	06/30/2025	105-000-130-542-30-31-08	
H33764/52	COASTAL-Chest waders	60.18	06/30/2025	431-000-130-531-38-31-08	
H33764/52	COASTAL-Chest waders	60.16	06/30/2025	421-000-130-535-80-31-08	
H33764/52	COASTAL-Chest waders	60.16	06/30/2025	411-000-130-534-80-31-08	
H73932	SNOHOMISHCOOP-Fuel for small engines - 20	28.04	06/30/2025	520-000-130-548-60-32-09	
H73932	SNOHOMISHCOOP-Fuel for small engines - 20	28.03	06/30/2025	520-000-130-548-60-32-07	
H73932	SNOHOMISHCOOP-Fuel for small engines - 20	28.03	06/30/2025	520-000-130-548-60-32-06	
H73932	SNOHOMISHCOOP-Fuel for small engines - 20	28.03	06/30/2025	520-000-130-548-60-32-08	
H73932	SNOHOMISHCOOP-Fuel for small engines - 20	28.03	06/30/2025	520-000-130-548-60-32-04	
IN9CAA1488	GoTo Rescue Assist Renewal	1,340.13	06/30/2025	510-000-000-518-88-41-18	
INVUS28590	CELLEBRITE - Annual Subscription	7,931.50	06/30/2025	001-000-004-521-22-41-01	
ONTE9EV-24	logo pens - citywide use	719.52	06/30/2025	001-000-001-513-10-31-01	
p010491	fittings	12.35	06/30/2025	421-000-140-535-80-31-00	
PAGrUJm9i9	Invitations for Ribbon Cutting Ceremony	121.50	06/30/2025	001-000-001-513-10-31-01	
PN39127	ARGINDUSTRIAL-Hose repair & clamps	875.72	06/30/2025	530-000-130-518-20-31-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
R-1005783	DOL PE License Renewal - Scott P	32.00	06/30/2025	421-000-120-535-80-41-00	
R-1005783	DOL PE License Renewal - Scott P	32.00	06/30/2025	431-000-120-531-38-41-00	
R-1005783	DOL PE License Renewal - Scott P	32.00	06/30/2025	105-000-120-542-30-41-00	
R-1005783	DOL PE License Renewal - Scott P	32.00	06/30/2025	411-000-120-534-80-41-00	
R228713378	kd STICKERMULE-Parks comm badge sticker	214.42	06/30/2025	001-000-010-576-81-41-95	
W1619-0625	Dolan Consulting Group - Performance Eval for	125.00	06/30/2025	001-000-004-521-40-49-09	
WA0005049	PSIEXAMS-WDM2 Exam for Dane DeGross	106.00	06/30/2025	411-000-130-534-80-49-00	
	Check Total:	156,202.51			
	Total for Check Run:	156,202.51			
	Total of Number of Checks:	1			

ROUTING SLIP - CHECK APPROVAL

9/23/2025

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

				Check Numbers
	7/30/2025	$	75,632.65	104342-104369
	8/8/2025	$	95,902.53	104370-104401
	Check Total:		171,535.18	
Date:	7/30/2025	$	744,210.99	ACH
Date:	8/6/2025	$	81,490.66	ACH
Date:	8/7/2025	$	64,107.58	EFT B&O
Date:	8/8/2025	$	41,944.50	PUD
Date:				
Date:				
	Electronic Total:	$	931,753.73	
	Total Claims This Period:		1,103,288.91	

				Check Numbers
VOIDED CHECK: Date:	7/25/2025	$	(3,641.66)	103749
Date:	7/30/2025	$	(34,290.34)	104224
Date:				
Date:				
Date:				

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/08/2025 - 4:51PM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 07/24/2025 To 08/08/2025
Check Number: From 104342 To 104401

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104342	7/30/2025	17146 LLC		AP		255.11
104343	7/30/2025	Janet Andre		AP		513.71
104344	7/30/2025	Atwell		AP		9,982.51
104345	7/30/2025	Beaver Equipment LLC		AP		34,290.34
104346	7/30/2025	Boulder Park, Inc.		AP		10,643.49
104347	7/30/2025	Brim Tractor Company Inc.		AP		603.66
104348	7/30/2025	City of Everett		AP		235.00
104349	7/30/2025	Department of Enterprise Services Print		AP		377.32
104350	7/30/2025	Jeff Dusseault		AP		142.87
104351	7/30/2025	Geo-Test Services, Inc		AP		1,140.00
104352	7/30/2025	Lawson Products Inc		AP		122.23
104353	7/30/2025	Lee Pacific Properties		AP		20.58
104354	7/30/2025	Katsumi Mamiya		AP		147.14
104355	7/30/2025	Jack & Verna McCrain		AP		21.11
104356	7/30/2025	Motorola Inc		AP		2,621.36
104357	7/30/2025	Gus or Calista Orberg		AP		286.91
104358	7/30/2025	Pierre of Lynnwood and Harris Ford Pi		AP		1,951.97
104359	7/30/2025	Quadient Leasing		AP		400.93
104360	7/30/2025	Richard Reynolds		AP		183.61
104361	7/30/2025	Salish Sea Properties		AP		1,712.16
104362	7/30/2025	Salvation Army		AP		68.00
104363	7/30/2025	Snohomish County Treasurer		AP		77.78
104364	7/30/2025	State Treasurer's Office		AP		5,807.80
104365	7/30/2025	Take the Next Step		AP		3,419.97
104366	7/30/2025	The Language Exchange, Inc		AP		254.10
104367	7/30/2025	US Bank NA-Custody Treasury Div-Mc		AP		56.00
104368	7/30/2025	Timothy J Vercruyssen		AP		288.62
104369	7/30/2025	Shane & Elizabeth Wray		AP		8.37
104370	8/8/2025	AAA Monroe Rock Corp.		AP		711.03
104371	8/8/2025	Association of WA Cities		AP		18,150.00
104372	8/8/2025	AV Capture All Inc.		AP		2,953.80
104373	8/8/2025	Joshua Campbell		AP		87.53
104374	8/8/2025	City of Everett		AP		228.00
104375	8/8/2025	City of Monroe		AP		1,118.35
104376	8/8/2025	Coleman Oil Company, LLC		AP		7,886.19
104377	8/8/2025	D Square Energy Systems LLC		AP		722.48
104378	8/8/2025	Del Sol, Inc.		AP		6,128.34
104379	8/8/2025	Department of Enterprise Services Print		AP		365.75
104380	8/8/2025	Patrick Doherty		AP		6,498.54
104381	8/8/2025	Employment Security Department		AP		284.14
104382	8/8/2025	Maria Farmer		AP		412.25
104383	8/8/2025	HM Pacific Northwest, Inc.		AP		5,563.21
104384	8/8/2025	Kool Change Printing		AP		188.65
104385	8/8/2025	Language Lines Services		AP		167.64

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104386	8/8/2025	Patsy Lara		AP		130.00
104387	8/8/2025	Lennar Northwest LLC		AP		28.91
104388	8/8/2025	Moore Iacofano Goltsman, Inc		AP		1,691.25
104389	8/8/2025	National Barricade Co.		AP		121.65
104390	8/8/2025	Allison Ostrer		AP		750.00
104391	8/8/2025	Pacific Air Control Inc		AP		503.24
104392	8/8/2025	Paul Sayers Landscaping, LLC Pine Cre		AP		66.71
104393	8/8/2025	Saint Vincent de Paul		AP		5,990.00
104394	8/8/2025	Snohomish County Public Works		AP		1,257.22
104395	8/8/2025	Sonitrol		AP		2,246.72
104396	8/8/2025	Sprague Pest Solutions Inc		AP		373.05
104397	8/8/2025	The Davenport Group		AP		23,220.00
104398	8/8/2025	The Language Exchange, Inc		AP		1,356.00
104399	8/8/2025	Transportation Solutions		AP		6,312.05
104400	8/8/2025	Tri Pointe Homes		AP		37.00
104401	8/8/2025	Ziply Fiber		AP		352.83
					Total Check Amount:	171,535.18

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/08/2025 - 4:54PM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 07/24/2025 To 08/06/2025
Check Number: To 1
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	7/30/2025	AFTS		AP	7/30/2025	5,180.13
0	7/30/2025	AmTest Inc.		AP	7/30/2025	65.00
0	7/30/2025	Inland Environmental Resources Inc		AP	7/30/2025	10,591.67
0	7/30/2025	Lakeside Industries Inc		AP	7/30/2025	99,966.69
0	7/30/2025	Language Line Services Inc		AP	7/30/2025	99.00
0	7/30/2025	Ricoh USA Inc		AP	7/30/2025	1,970.82
0	7/30/2025	Springbrook Holding Company LLC		AP	7/30/2025	8,299.00
0	7/30/2025	Trane U.S. Inc.		AP	7/30/2025	615,065.93
0	7/30/2025	Zayo Group Holdings		AP	7/30/2025	2,972.75
					Total Check Count:	9
					Total Check Amount:	744,210.99

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/11/2025 - 10:32AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 08/06/2025 To 08/07/2025
Check Number: To 1
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/7/2025	Washington State Department of Revenu		AP	8/ 7/2025	64,107.58

Total Check Count: 1

Total Check Amount: 64,107.58

Bank Reconciliation

Checks by Date

User: ahamm@monroewa.gov
Printed: 08/11/2025 - 9:43AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 08/08/2025 To 08/08/2025
Check Number: To 1
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/8/2025	AKS Engineering & Forestry, LLC		AP	8/ 8/2025	23,799.80
0	8/8/2025	AmTest Inc.		AP	8/ 8/2025	130.00
0	8/8/2025	H2 Government Relations, Inc		AP	8/ 8/2025	2,000.00
0	8/8/2025	Hutchison Law Office		AP	8/ 8/2025	1,100.00
0	8/8/2025	Katelyn Harrigan		AP	8/ 8/2025	4,455.00
0	8/8/2025	King Conty Public Hospital Districe No		AP	8/ 8/2025	11,632.02
0	8/8/2025	Lakeside Industries Inc		AP	8/ 8/2025	7,563.56
0	8/8/2025	NorthStar Chemical Inc.		AP	8/ 8/2025	7,337.51
0	8/8/2025	PUD		AP	8/ 8/2025	41,944.50
0	8/8/2025	Rachel Adams		AP	8/ 8/2025	121.72
0	8/8/2025	Summit Construction Group, Inc.		AP	8/ 8/2025	23,351.05
					Total Check Count:	11
					Total Check Amount:	123,435.16

Bank Reconciliation

Disbursement Detail

User: ahamm@monroewa.gov
Printed: 08/11/2025 - 10:02AM
Date Range: 07/24/2025 - 08/08/2025
Systems: 'AP'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	08/08/2025	H2 Government Relations, Inc	legistlative Services July 2025 - H2 Government Relations	2,000.00
0	08/08/2025	Hutchison Law Office	Public Dfdr 5A0566713 and 5A0110891 - Hutchison Law LL(	1,100.00
0	08/08/2025	Katelyn Harrigan	HS Consultant July 2025 - Katelyn Harrigan	4,455.00
0	08/08/2025	Rachel Adams	Per Diem Bedgeting Wkshop 8/5 - 8/7 - Rachel Adams	121.72
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	92.93
104343	07/30/2025	Janet Andre	Refund Check 012494-000	2.06
104348	07/30/2025	City of Everett	Animal Control Services May 2025	235.00
104349	07/30/2025	Department of Enterprise Services Printir	Bank Deposit Books	377.32
104356	07/30/2025	Motorola Inc	BWC - Batteries	2,621.36
104365	07/30/2025	Take the Next Step	Case Management June 2025- TTNS	3,419.97
104366	07/30/2025	The Language Exchange, Inc	Court Certified Interpreting Fees	254.10
104367	07/30/2025	US Bank NA-Custody Treasury Div-Mon	custody charges-monthly maint	56.00
104372	08/08/2025	AV Capture All Inc.	Judicial Plus Subscription	2,953.80
104379	08/08/2025	Department of Enterprise Services Printir	Court Envelopes	365.75
104380	08/08/2025	Patrick Doherty	Econ Dev Services July 2025 - Patrick Doherty	6,498.54
104382	08/08/2025	Maria Farmer	Interpreting services 6/20,7/9 and 7/18 - Maria Farmer	412.25
104384	08/08/2025	Kool Change Printing	HS Communications	188.65
104385	08/08/2025	Language Lines Services	Interpreting Services	167.64
104386	08/08/2025	Patsy Lara	Interpreting Services 7/15/25 - Patsy Lara	130.00
104388	08/08/2025	Moore Iacofano Goltsman, Inc	Monroe 2024 Comp Plan - MIG	1,691.25
104390	08/08/2025	Allison Ostrer	Interpreting Services 7/16 /25 - Allison Ostrer	750.00
104393	08/08/2025	Saint Vincent de Paul	Peer Support 6/1/25 - 6/30/25 - SVDP	5,990.00
104397	08/08/2025	The Davenport Group	New Permit System	23,220.00
104398	08/08/2025	The Language Exchange, Inc	Interpreting Services	1,356.00
			Total for Fund:001 General Fund	58,459.34
Fund: 008 Donation Fund				
104392	08/08/2025	Paul Sayers Landscaping, LLC Pine Cree	Sales tax not included on pymt 7/11 check# 104275.	66.71
			Total for Fund:008 Donation Fund	66.71

Check#	Check Date	Payable To	Purpose	Amount
Fund: 105 Streets				
0	07/30/2025	Lakeside Industries Inc	Currie Park Asphalt - Lakeside	957.25
0	08/08/2025	Lakeside Industries Inc	Asphalt for Paving	7,563.56
104370	08/08/2025	AAA Monroe Rock Corp.	Dumping for Paving	711.03
104371	08/08/2025	Association of WA Cities	GIS Consortium Annual Memb.Ren. - AWC	1,625.00
104381	08/08/2025	Employment Security Department	UI Tax Q2/2025	31.26
104383	08/08/2025	HM Pacific Northwest, Inc.	Gravel for Paving	1,221.96
104389	08/08/2025	National Barricade Co.	164th Ave St Signs	121.65
104394	08/08/2025	Snohomish County Public Works	Bridge Inspections - Sno. Co. Public Works	1,257.22
			Total for Fund:105 Streets	13,488.93
Fund: 317 Parks CIP Fund				
0	07/30/2025	Lakeside Industries Inc	Currie Park Asphalt - Lakeside	1,479.52
			Total for Fund:317 Parks CIP Fund	1,479.52
Fund: 318 Streets CIP Fund				
0	07/30/2025	Lakeside Industries Inc	2025 ARM - Lakeside Industries	97,529.92
0	07/30/2025	Language Line Services Inc	147th St Signal - Language Lines	99.00
104344	07/30/2025	Atwell	147th ST Signal - Atwell	9,982.51
104399	08/08/2025	Transportation Solutions	Tjerne Phase III - Transportation Solutions	6,312.05
			Total for Fund:318 Streets CIP Fund	113,923.48
Fund: 330 Building Capital				
0	08/08/2025	King Conty Public Hospital Districe No.	August Rent (Lease)	11,632.02
			Total for Fund:330 Building Capital	11,632.02
Fund: 411 Water Maintenance & Operations				
0	07/30/2025	AFTS	Printing Services - Delinquency Notices	1,726.54
0	07/30/2025	Springbrook Holding Company LLC	Springbrook Transactions	2,738.67
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	29,024.31
104342	07/30/2025	17146 LLC	Refund Check 006287-003	51.10
104343	07/30/2025	Janet Andre	Refund Check 012494-000	97.61
104350	07/30/2025	Jeff Dusseault	Refund Check 017626-000	28.59
104354	07/30/2025	Katsumi Mamiya	Refund Check 017687-000	29.47
104355	07/30/2025	Jack & Verna McCrain	Refund Check 017627-000	21.11
104357	07/30/2025	Gus or Calista Orberg	Refund Check 020703-000	57.45
104360	07/30/2025	Richard Reynolds	Refund Check 003865-000	28.96
104361	07/30/2025	Salish Sea Properties	Refund Check 024713-000	1,712.16
104368	07/30/2025	Timothy J Vercruyssen	Refund Check 021407-000	57.82
104369	07/30/2025	Shane & Elizabeth Wray	Refund Check 013749-000	6.22
104371	08/08/2025	Association of WA Cities	GIS Consortium Annual Memb.Ren. - AWC	1,625.00
104373	08/08/2025	Joshua Campbell	Refund Check 022190-000	17.54
104381	08/08/2025	Employment Security Department	UI Tax Q2/2025	90.92
104383	08/08/2025	HM Pacific Northwest, Inc.	5/8 Minus Rock	1,447.08
104387	08/08/2025	Lennar Northwest LLC	Refund Check 022582-006	28.91
104400	08/08/2025	Tri Pointe Homes	Refund Check 022823-100	37.00
			Total for Fund:411 Water Maintenance & Operations	38,826.46
Fund: 412 Water Capital Projects				
0	08/08/2025	AKS Engineering & Forestry, LLC	Trombley WM Replace. - AKS Engineering	23,799.80
104351	07/30/2025	Geo-Test Services, Inc	Ingraham Rd WM - Geotest	1,140.00
			Total for Fund:412 Water Capital Projects	24,939.80

Check#	Check Date	Payable To	Purpose	Amount
Fund: 421 Sewer Maintenance & Operations				
0	07/30/2025	AFTS	Lockbox Charges	1,726.53
0	07/30/2025	AmTest Inc.	Biosolids Testing	65.00
0	08/08/2025	AmTest Inc.	Biosolids Testing	130.00
0	07/30/2025	Inland Environmental Resources Inc	Alka-Mag + Chemicals 40,340 pounds	10,591.67
0	08/08/2025	NorthStar Chemical Inc.	Sodium Hydroxided 8960#	7,337.51
0	07/30/2025	Springbrook Holding Company LLC	Springbrook Transactions	2,738.67
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	29,073.31
104342	07/30/2025	17146 LLC	Refund Check 006287-003	162.90
104343	07/30/2025	Janet Andre	Refund Check 012494-000	343.99
104345	07/30/2025	Beaver Equipment LLC	Rotaork Actuator Repl. - Beaver Equipment	34,290.34
104346	07/30/2025	Boulder Park, Inc.	Biosolids Hauling	10,643.49
104350	07/30/2025	Jeff Dusseault	Refund Check 017626-000	91.23
104354	07/30/2025	Katsumi Mamiya	Refund Check 017687-000	93.97
104357	07/30/2025	Gus or Calista Orberg	Refund Check 020703-000	183.26
104360	07/30/2025	Richard Reynolds	Refund Check 003865-000	123.49
104368	07/30/2025	Timothy J Vercruyssen	Refund Check 021407-000	184.30
104369	07/30/2025	Shane & Elizabeth Wray	Refund Check 013749-000	1.72
104371	08/08/2025	Association of WA Cities	GIS Consortium Annual Memb.Ren. - AWC	1,625.00
104373	08/08/2025	Joshua Campbell	Refund Check 022190-000	55.89
104381	08/08/2025	Employment Security Department	UI Tax Q2/2025	102.29
104383	08/08/2025	HM Pacific Northwest, Inc.	5/8 Minus Rock	1,447.08
			Total for Fund:421 Sewer Maintenance & Operations	101,011.64
Fund: 422 Sewer Capital Projects				
0	08/08/2025	Summit Construction Group, Inc.	179th Pump Station Generator - Summit Construction	23,351.05
0	07/30/2025	Trane U.S. Inc.	WWTP CIP Biosolids Phase 4 - Trane	615,065.93
104375	08/08/2025	City of Monroe	179th Sewer Pump Gen Retainage - Summit Construction	1,118.35
			Total for Fund:422 Sewer Capital Projects	639,535.33
Fund: 431 Stormwater Maint & Operations				
0	07/30/2025	AFTS	Postage - Utilities	1,727.06
0	07/30/2025	Springbrook Holding Company LLC	Springbrook Transactions	2,821.66
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	4,926.16
104342	07/30/2025	17146 LLC	Refund Check 006287-003	41.11
104343	07/30/2025	Janet Andre	Refund Check 012494-000	70.05
104350	07/30/2025	Jeff Dusseault	Refund Check 017626-000	23.05
104353	07/30/2025	Lee Pacific Properties	Refund Check 013123-004	20.58
104354	07/30/2025	Katsumi Mamiya	Refund Check 017687-000	23.70
104357	07/30/2025	Gus or Calista Orberg	Refund Check 020703-000	46.20
104360	07/30/2025	Richard Reynolds	Refund Check 003865-000	31.16
104368	07/30/2025	Timothy J Vercruyssen	Refund Check 021407-000	46.50
104369	07/30/2025	Shane & Elizabeth Wray	Refund Check 013749-000	0.43
104371	08/08/2025	Association of WA Cities	GIS Consortium Annual Memb.Ren. - AWC	13,275.00
104373	08/08/2025	Joshua Campbell	Refund Check 022190-000	14.10
104374	08/08/2025	City of Everett	Lab Testing	228.00
104381	08/08/2025	Employment Security Department	UI Tax Q2/2025	59.67
104383	08/08/2025	HM Pacific Northwest, Inc.	5/8 Minus Rock	1,447.09
			Total for Fund:431 Stormwater Maint & Operations	24,801.52

Check#	Check Date	Payable To	Purpose	Amount
Fund: 510 Information & Tech Services				
0	07/30/2025	Ricoh USA Inc	Lease of COM Printers	1,970.82
0	07/30/2025	Zayo Group Holdings	Zayo City VoIP Phone Service	2,972.75
104359	07/30/2025	Quadient Leasing	Postage Meter Lease - Quadient	400.93
104395	08/08/2025	Sonitrol	818 W Main Sonitrol - May	2,246.72
104401	08/08/2025	Ziply Fiber	Ziply Analog Lines WWTP 206-188-125-090401-5	352.83
			Total for Fund:510 Information & Tech Services	7,944.05
Fund: 520 Equipment & Fleet Management				
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	75.88
104347	07/30/2025	Brim Tractor Company Inc.	RM02 Service - Brim	603.66
104358	07/30/2025	Pierre of Lynnwood and Harris Ford Pier	P101 Service	1,951.97
104376	08/08/2025	Coleman Oil Company, LLC	Police Vehicle fuel - Bldg H	7,886.19
104377	08/08/2025	D Square Energy Systems LLC	GN07 Repairs	722.48
			Total for Fund:520 Equipment & Fleet Management	11,240.18
Fund: 530 Facilities Management				
0	08/08/2025	PUD	PUD - Street Lighting	41,944.50
104352	07/30/2025	Lawson Products Inc	Screws, Wipes & Brake Cleaner	122.23
104378	08/08/2025	Del Sol, Inc.	July Janitorial	6,128.34
104391	08/08/2025	Pacific Air Control Inc	Unit Bid HVAC	503.24
104396	08/08/2025	Sprague Pest Solutions Inc	Pest Control - City Hall	373.05
			Total for Fund:530 Facilities Management	49,071.36
Fund: 631 Agency Fund				
0	08/07/2025	Washington State Department of Revenu	July 2025 B&O	914.99
104363	07/30/2025	Snohomish County Treasurer	Crime victims compensation	77.78
104364	07/30/2025	State Treasurer's Office	Jurisdiction Billing	5,807.80
			Total for Fund:631 Agency Fund	6,800.57
Fund: 635 Salvation Army				
104362	07/30/2025	Salvation Army	Community Utility Program - Salvation Army	68.00
			Total for Fund:635 Salvation Army	68.00
			Grand Total	1,103,288.91

ROUTING SLIP - CHECK APPROVAL

9/9/2025

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

				Check Numbers
	8/15/2025	$	142,048.92	104402-104430
	8/20/2025	$	364,557.59	104431-104460
	Check Total:		506,606.51	
Date:	8/11/2025	$	160,411.65	P-Cards
Date:	8/13/2025	$	16,036.02	ACH
Date:	8/15/2025	$	88,985.02	ACH
Date:	8/20/2025	$	431,569.41	ACH
Date:				
Date:				
	Electronic Total:	$	697,002.10	
	Total Claims This Period:		1,203,608.61	

				Check Numbers
VOIDED CHECK: Date:	8/20/2025	$	(23,351.05)	ACH Void
Date:				
Date:				
Date:				
Date:				

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: jelsom@monroewa.gov
Printed: 08/26/2025 - 11:25AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 08/09/2025 To 08/20/2025
Check Number: From 104402 To 104460

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104402	8/15/2025	BSN-Sports Supply Group Inc		AP		19.67
104403	8/15/2025	City of Everett		AP		100.00
104404	8/15/2025	Cogent Strategies, LLC		AP		7,500.00
104405	8/15/2025	Larry Crosby		AP		185.00
104406	8/15/2025	DMH Industrial Electric, Inc		AP		3,495.92
104407	8/15/2025	Evergreen Health Monroe		AP		10.00
104408	8/15/2025	First Choice Coffee		AP		81.99
104409	8/15/2025	Great Western Installations		AP		1,352.18
104410	8/15/2025	Harmsen & Associates Inc		AP		13,950.00
104411	8/15/2025	New Creation Communtities Hoff Found		AP		700.00
104412	8/15/2025	Tiffany Krusey		AP		3,302.00
104413	8/15/2025	Lennar Northwest LLC		AP		75.90
104414	8/15/2025	Luke Esser		AP		8,000.00
104415	8/15/2025	MOJO Strategies		AP		5,115.40
104416	8/15/2025	NW CJIS Users Workshop		AP		450.00
104417	8/15/2025	Public Safety Testing, Inc		AP		2,503.00
104418	8/15/2025	Puget Sound Energy Inc		AP		394.23
104419	8/15/2025	Richard Alan Miller		AP		1,500.00
104420	8/15/2025	Susan Rowell		AP		144.31
104421	8/15/2025	Amber Anne Smith		AP		3,000.00
104422	8/15/2025	Snohomish County 911		AP		30,764.17
104423	8/15/2025	Snohomish County Sheriffs Office		AP		37,332.13
104424	8/15/2025	Starchase		AP		8,205.00
104425	8/15/2025	Systems for Public Safety Inc		AP		167.05
104426	8/15/2025	Kushal Timala		AP		99.43
104427	8/15/2025	TranspoGroup		AP		12,233.75
104428	8/15/2025	Verizon Wireless		AP		103.04
104429	8/15/2025	Whitney Equipment Co. Inc		AP		218.80
104430	8/15/2025	Zumar Industries Inc		AP		1,045.95
104431	8/20/2025	AAA Monroe Rock Corp.		AP		1,619.88
104432	8/20/2025	Atwell		AP		4,601.70
104433	8/20/2025	Bayley Construction, LP		AP		98,387.68
104434	8/20/2025	Coleman Oil Company, LLC		AP		8,207.77
104435	8/20/2025	DataQuest LLC		AP		190.00
104436	8/20/2025	Geo-Test Services, Inc		AP		890.00
104437	8/20/2025	Christopher Leif Griffen		AP		1,850.00
104438	8/20/2025	HM Pacific Northwest, Inc.		AP		367.69
104439	8/20/2025	Kajeet, Inc.		AP		3,968.80
104440	8/20/2025	Language Lines Services		AP		376.62
104441	8/20/2025	Patsy Lara		AP		130.00
104442	8/20/2025	Lennar Northwest LLC		AP		55.90
104443	8/20/2025	Luke Esser		AP		2,000.00
104444	8/20/2025	Moore Iacofano Goltsman, Inc		AP		29,967.83
104445	8/20/2025	National Barricade Co.		AP		947.53
104446	8/20/2025	Allison Ostrer		AP		750.00
104447	8/20/2025	PH Consulting LLC		AP		1,253.72
104448	8/20/2025	Puget Sound Energy Inc		AP		166.39
104449	8/20/2025	Richard T and Laura K Rathman		AP		199.62

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
104450	8/20/2025	Republic Services Inc	AP			858.52
104451	8/20/2025	Snohomish County Treasurer	AP			146.86
104452	8/20/2025	Sonitrol	AP			4,297.26
104453	8/20/2025	State Treasurer's Office	AP			10,584.84
104454	8/20/2025	Take the Next Step	AP			2,068.26
104455	8/20/2025	The Language Exchange, Inc	AP			672.00
104456	8/20/2025	Topsoils Northwest Inc.	AP			1,034.27
104457	8/20/2025	TranspoGroup	AP			310.29
104458	8/20/2025	US Bank NA-Custody Treasury Div-Mor	AP			56.00
104459	8/20/2025	Volunteers of America Western Washing	AP			185,430.41
104460	8/20/2025	West Coast Code Consultants, Inc.	AP			3,167.75

Total Check Amount: 506,606.51

Bank Reconciliation

Checks by Date

User: jelsom@monroewa.gov
Printed: 08/26/2025 - 11:49AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 08/11/2025 To 08/15/2025
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	8/11/2025	US Bank National Associatio ND	AP		8/11/2025	160,411.65
0	8/13/2025	Mark Wakefield	AP		8/13/2025	16,036.02
0	8/15/2025	AFTS	AP		8/15/2025	550.51
0	8/15/2025	Bill Abell	AP		8/15/2025	185.00
0	8/15/2025	Central Welding Supply Co Inc.	AP		8/15/2025	59.57
0	8/15/2025	Craig Robertson	AP		8/15/2025	140.25
0	8/15/2025	Deborah Knight	AP		8/15/2025	69.87
0	8/15/2025	Department of Ecology	AP		8/15/2025	56,635.22
0	8/15/2025	GameTime Inc	AP		8/15/2025	345.89
0	8/15/2025	Granich Engineered Products Inc	AP		8/15/2025	19,169.07
0	8/15/2025	Lakeside Industries Inc	AP		8/15/2025	5,846.82
0	8/15/2025	Liam McKorkle	AP		8/15/2025	69.87
0	8/15/2025	Monica Sandoval	AP		8/15/2025	60.16
0	8/15/2025	Patricia Pendry	AP		8/15/2025	110.69
0	8/15/2025	Springbrook Holding Company LLC	AP		8/15/2025	5,230.00
0	8/15/2025	Utilities Underground Location Center	AP		8/15/2025	386.10
0	8/15/2025	Washington State Patrol	AP		8/15/2025	126.00

Total Check Count: 17

Total Check Amount: 265,432.69

Bank Reconciliation

Checks by Date

User: jelsom@monroewa.gov
Printed: 08/26/2025 - 11:57AM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 08/20/2025 To 08/20/2025
Print Void Checks: True - Use commit date for voids
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Void	Clear Date	Amount
0	8/8/2025	Summit Construction Group, Inc.	AP	Void			23,351.05
0	8/20/2025	AmTest Inc.	AP			8/20/2025	35.00
0	8/20/2025	City of Everett- Everett Utilities	AP			8/20/2025	248,349.30
0	8/20/2025	Diligent Corporation	AP			8/20/2025	9,498.31
0	8/20/2025	Ferguson Enterprises Inc	AP			8/20/2025	7,705.53
0	8/20/2025	Iconix Waterworks	AP			8/20/2025	23,146.64
0	8/20/2025	Inland Environmental Resources Inc	AP			8/20/2025	10,670.44
0	8/20/2025	KBA Inc	AP			8/20/2025	67,780.99
0	8/20/2025	Kulik Strategic Advisers	AP			8/20/2025	5,743.25
0	8/20/2025	Lakeside Industries Inc	AP			8/20/2025	5,079.71
0	8/20/2025	Monroe Community Senior Center	AP			8/20/2025	2,500.00
0	8/20/2025	Monroe Law Group	AP			8/20/2025	16,667.00
0	8/20/2025	Ricoh USA Inc	AP			8/20/2025	3,688.39
0	8/20/2025	Smarsh Inc	AP			8/20/2025	530.35
0	8/20/2025	State Auditor's Office	AP			8/20/2025	834.00
0	8/20/2025	Summit Construction Group, Inc.	AP			8/20/2025	23,351.05
0	8/20/2025	Zayo Group Holdings	AP			8/20/2025	5,989.45

Total Void Check Count:	1
Total Void Check Amount:	23,351.05
Total Valid Check Count:	16
Total Valid Check Amount:	431,569.41
Total Check Count:	17
Total Check Amount:	408,218.36

Bank Reconciliation

Disbursement Detail

User: jelsom@monroewa.gov
Printed: 08/26/2025 - 12:27PM
Date Range: 08/11/2025 - 08/20/2025
Systems: 'AP'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	08/15/2025	Bill Abell	W Abell supplemental insurance	185.00
0	08/15/2025	Craig Robertson	Per diem NWESD Safety Summit 8/11-8/13 - Craig Robertson	140.25
0	08/15/2025	Deborah Knight	Per Diem WCMA 8/13 - 8/15 - Deborah Knight	69.87
0	08/15/2025	GameTime Inc	Echo Chamber (03)	345.89
0	08/20/2025	Kulik Strategic Advisers	Community Needs Assessment July 2025	5,743.25
0	08/15/2025	Liam McKorkle	Per diem WCMA 8/13 - 8/15 - Liam McKorkle	69.87
0	08/13/2025	Mark Wakefield	M Wakefield supplemental insur	16,036.02
0	08/15/2025	Monica Sandoval	Shoes for Uniform - Monica Sandoval	60.16
0	08/20/2025	Monroe Community Senior Center	Senior Transportation Plan	2,500.00
0	08/20/2025	Monroe Law Group	Public Defense Aug. 2025 - Monroe Law	16,667.00
0	08/15/2025	Patricia Pendry	Coffee and Water for National Night Out	110.69
0	08/20/2025	State Auditor's Office	Investigation - State Auditor	834.00
0	08/11/2025	US Bank National Associatio ND	MSRC - Procurement Training (Liam), kd ALLUVIT MEDIA	38,734.99
104402	08/15/2025	BSN-Sports Supply Group Inc	Stringline	19.67
104403	08/15/2025	City of Everett	Animal Control Services June 2025	100.00
104404	08/15/2025	Cogent Strategies, LLC	Professional Services July 2025 - Cogent Strategies	7,500.00
104405	08/15/2025	Larry Crosby	Crosby supplemental insurance	185.00
104407	08/15/2025	Evergreen Health Monroe	Legal Blood Alcohol Collection	10.00
104408	08/15/2025	First Choice Coffee	Filters for Coffee	81.99
104409	08/15/2025	Great Western Installations	Playground Parts	1,352.18
104411	08/15/2025	New Creation Communtities Hoff Found	Housing/Social Worker Aug. 2025 - Hoff Foundation	700.00
104412	08/15/2025	Tiffany Krusey	DV Coordinator	3,302.00
104414	08/15/2025	Luke Esser	Gov. Affairs Services June 2025 - Luke Esser	8,000.00
104415	08/15/2025	MOJO Strategies	Services provided July 2025 - MOJO	5,115.40
104416	08/15/2025	NW CJIS Users Workshop	NW CJIS Summit - Patricia Pendry	450.00
104417	08/15/2025	Public Safety Testing, Inc	Pre-Employment Background - Stich	2,503.00
104419	08/15/2025	Richard Alan Miller	Monroe 30 Annexation	1,500.00
104421	08/15/2025	Amber Anne Smith	Wellness Services - July 2025	3,000.00
104422	08/15/2025	Snohomish County 911	Managed Laptop Service	30,764.17
104423	08/15/2025	Snohomish County Sheriffs Office	Jail Fees June 2025	37,332.13
104424	08/15/2025	Starchase	Annual Starchase Subscription	8,205.00
104435	08/20/2025	DataQuest LLC	Background check	190.00
104437	08/20/2025	Christopher Leif Griffen	Public Dfdr Parks & Fraser - Griffen Law	1,850.00
104440	08/20/2025	Language Lines Services	Interpreting Services	376.62

Check#	Check Date	Payable To	Purpose	Amount
104441	08/20/2025	Patsy Lara	Interpreting services 8/5/25 - Patsy Lara	130.00
104443	08/20/2025	Luke Esser	Government Affairs April 2025 - Luke Essers	2,000.00
104444	08/20/2025	Moore Iacofano Goltsman, Inc	2024 Comp Plan - MIG	5,497.50
104446	08/20/2025	Allison Ostrer	Interpreting Services 8/13/25 - Allison Ostrer	750.00
104454	08/20/2025	Take the Next Step	Case Management July 2025 - TTNS	2,068.26
104455	08/20/2025	The Language Exchange, Inc	Interpreting Services 7/23/25	672.00
104458	08/20/2025	US Bank NA-Custody Treasury Div-Mon	custody charges-monthly maint	56.00
104459	08/20/2025	Volunteers of America Western Washing	Emergencey Motel Voucher Program - VOA 5/1/24-6/30/24	185,430.41
104460	08/20/2025	West Coast Code Consultants, Inc.	Plan Review Services	3,167.75
			Total for Fund:001 General Fund	393,806.07
Fund: 105 Streets				
0	08/15/2025	Lakeside Industries Inc	Asphalt for Paving	5,846.82
0	08/20/2025	Lakeside Industries Inc	Asphalt & Tack Bucket	5,079.71
0	08/11/2025	US Bank National Associatio ND	LOWES-Screws & bits for Wayfinding Sign repair	4,974.55
104430	08/15/2025	Zumar Industries Inc	Street Sign Posts	1,045.95
104431	08/20/2025	AAA Monroe Rock Corp.	Yard Dumping	161.97
104438	08/20/2025	HM Pacific Northwest, Inc.	Gravel for Paving	367.69
104445	08/20/2025	National Barricade Co.	Retractable Cone Bars	947.53
			Total for Fund:105 Streets	18,424.22
Fund: 317 Parks CIP Fund				
0	08/11/2025	US Bank National Associatio ND	BUILDERSSUPPLY-Topsoil for parks Currie project	1,406.64
104456	08/20/2025	Topsoils Northwest Inc.	Topsoil	1,034.27
			Total for Fund:317 Parks CIP Fund	2,440.91
Fund: 318 Streets CIP Fund				
0	08/11/2025	US Bank National Associatio ND	LOWES-Marking chalk & Screws for Speed Humps	107.10
104410	08/15/2025	Harmsen & Associates Inc	154th St Sidewalk - Harmsen	6,588.75
104427	08/15/2025	TranspoGroup	Tool Development Task Order #4 - Transpogroup	12,233.75
104432	08/20/2025	Atwell	147th ST Signal - Atwell	4,601.70
104444	08/20/2025	Moore Iacofano Goltsman, Inc	2024 Comp Plan - MIG	239.25
104447	08/20/2025	PH Consulting LLC	Kelsey Street RR - PH Consulting	1,253.72
104457	08/20/2025	TranspoGroup	147th Signal - Transpogroup	310.29
			Total for Fund:318 Streets CIP Fund	25,334.56
Fund: 330 Building Capital				
0	08/20/2025	KBA Inc	Civic Campus - KBA	67,780.99
0	08/11/2025	US Bank National Associatio ND	ULINE-Mayor's office chairs	8,705.85
104433	08/20/2025	Bayley Construction, LP	CCR - Bayley	98,387.68
			Total for Fund:330 Building Capital	174,874.52
Fund: 401 Water Maintenance & Operations				

Check#	Check Date	Payable To	Purpose	Amount
0	08/15/2025	AFTS	Lockbox Charges	183.48
0	08/20/2025	City of Everett- Everett Utilities	water purchased for resale	248,349.30
0	08/20/2025	Ferguson Enterprises Inc	FlexNet Pit	7,705.53
0	08/20/2025	Iconix Waterworks	Setters	23,146.64
0	08/15/2025	Springbrook Holding Company LLC	Springbrook Transactions	1,725.90
0	08/11/2025	US Bank National Associatio ND	ROBERT HALF - tammy miller week ending 6/20/25	7,537.01
0	08/15/2025	Utilities Underground Location Center	locates	386.10
104413	08/15/2025	Lennar Northwest LLC	Refund Check 022582-023, 13699 200th Ave SE	75.90
104420	08/15/2025	Susan Rowell	Refund Check 020210-000, 15628 179th Ave SE	28.91
104426	08/15/2025	Kushal Timala	Refund Check 022015-000, 16261 166th Dr SE	37.89
104428	08/15/2025	Verizon Wireless	Phones	103.04
104431	08/20/2025	AAA Monroe Rock Corp.	Yard Dumping	485.97
104442	08/20/2025	Lennar Northwest LLC	Refund Check 022582-021, 13733 200th Ave SE	55.90
104449	08/20/2025	Richard T and Laura K Rathman	Refund Check 021530-000, 19019 137th St SE	39.99
			Total for Fund:411 Water Maintenance & Operations	289,861.56
Fund: 412 Water Capital Projects				
104410	08/15/2025	Harmsen & Associates Inc	Wilson Ln WM - Harmsen	7,361.25
104436	08/20/2025	Geo-Test Services, Inc	Ingraham WM Repl - Geotest	890.00
104444	08/20/2025	Moore Iacofano Goltsman, Inc	2024 Comp Plan - MIG	14,317.05
			Total for Fund:412 Water Capital Projects	22,568.30
Fund: 421 Sewer Maintenance & Operations				
0	08/15/2025	AFTS	Lockbox Charges	183.49
0	08/20/2025	AmTest Inc.	Lab Testing	35.00
0	08/15/2025	Department of Ecology	WWTP NPDES Permit WA0020486	14,551.50
0	08/15/2025	Granich Engineered Products Inc	T-Pump Repair	19,169.07
0	08/20/2025	Inland Environmental Resources Inc	Alka-Mag+ Chemicals 40,640 pounds	10,670.44
0	08/15/2025	Springbrook Holding Company LLC	Springbrook Transactions	1,725.90
0	08/11/2025	US Bank National Associatio ND	Propane	9,534.17
104406	08/15/2025	DMH Industrial Electric, Inc	179th Pump Station Motor Repair	3,495.92
104420	08/15/2025	Susan Rowell	Refund Check 020210-000, 15628 179th Ave SE	92.14
104426	08/15/2025	Kushal Timala	Refund Check 022015-000, 16261 166th Dr SE	49.14
104429	08/15/2025	Whitney Equipment Co. Inc	Shop Evaluation	218.80
104431	08/20/2025	AAA Monroe Rock Corp.	Yard Dumping	485.97
104449	08/20/2025	Richard T and Laura K Rathman	Refund Check 021530-000, 19019 137th St SE	127.47
			Total for Fund:421 Sewer Maintenance & Operations	60,339.01
Fund: 422 Sewer Capital Projects				
0	08/20/2025	Summit Construction Group, Inc.	179th Pump Station Generator - Summit Construction	23,351.05
0	08/11/2025	US Bank National Associatio ND	CITYOFMONROE-CIP5 Demo Permit Fee	242.64
104444	08/20/2025	Moore Iacofano Goltsman, Inc	2024 Comp Plan - MIG	9,593.93
			Total for Fund:422 Sewer Capital Projects	33,187.62

Check#	Check Date	Payable To	Purpose	Amount
Fund: 431 Stormwater Maint & Operations				
0	08/15/2025	AFTS	Lockbox Charges	183.54
0	08/15/2025	Department of Ecology	DOE Principal EL200463	42,083.72
0	08/15/2025	Springbrook Holding Company LLC	Springbrook Transactions	1,778.20
0	08/11/2025	US Bank National Associatio ND	REGRID-GIS project subscription	6,680.73
104420	08/15/2025	Susan Rowell	Refund Check 020210-000, 15628 179th Ave SE	23.26
104426	08/15/2025	Kushal Timala	Refund Check 022015-000, 16261 166th Dr SE	12.40
104431	08/20/2025	AAA Monroe Rock Corp.	Yard Dumping	485.97
104449	08/20/2025	Richard T and Laura K Rathman	Refund Check 021530-000, 19019 137th St SE	32.16
			Total for Fund:431 Stormwater Maint & Operations	51,279.98
Fund: 432 Stormwater Capital Projects				
104444	08/20/2025	Moore Iacofano Goltsman, Inc	2024 Comp Plan - MIG	320.10
			Total for Fund:432 Stormwater Capital Projects	320.10
Fund: 510 Information & Tech Services				
0	08/20/2025	Diligent Corporation	iCompass meeting Manager	9,498.31
0	08/20/2025	Ricoh USA Inc	Copier Lease 467089-1004188A36	3,688.39
0	08/20/2025	Smarsh Inc	Digital Archive Services	530.35
0	08/11/2025	US Bank National Associatio ND	Amazon-Flash Drives for IT	21,490.20
0	08/20/2025	Zayo Group Holdings	Zayo City VoIP[Phone Service	5,989.45
104439	08/20/2025	Kajeet, Inc.	Kajeet LTE to Analog for Fax	3,968.80
104452	08/20/2025	Sonitrol	WWTP Sonitrol	4,297.26
			Total for Fund:510 Information & Tech Services	49,462.76
Fund: 520 Equipment & Fleet Management				
0	08/15/2025	Central Welding Supply Co Inc.	High Pressure Medium	59.57
0	08/11/2025	US Bank National Associatio ND	BRANDTSPLACE-UT06 DOT Inspection	10,745.57
104425	08/15/2025	Systems for Public Safety Inc	Vehicle Maintenance P-110	167.05
104434	08/20/2025	Coleman Oil Company, LLC	PW vehicle fuel	8,207.77
			Total for Fund:520 Equipment & Fleet Management	19,179.96
Fund: 530 Facilities Management				
0	08/11/2025	US Bank National Associatio ND	WALTERENELSON-Janitorial Supplies	50,252.20
0	08/15/2025	Washington State Patrol	Custodian Fingerprinting	66.00
104418	08/15/2025	Puget Sound Energy Inc	PSE - 769 Village Way - PW Bui	394.23
104448	08/20/2025	Puget Sound Energy Inc	PSE - 806 W Main St Bldg I - P	166.39
104450	08/20/2025	Republic Services Inc	Yardwaste #3-0197-0807706	858.52
			Total for Fund:530 Facilities Management	51,737.34
Fund: 631 Agency Fund				
0	08/15/2025	Washington State Patrol	CPL Fingerprinting	60.00
104451	08/20/2025	Snohomish County Treasurer	Crime victims compensation	146.86

Check#	Check Date	Payable To	Purpose	Amount
104453	08/20/2025	State Treasurer's Office	Jurisdiction Billing	10,584.84
			Total for Fund:631 Agency Fund	10,791.70
			Grand Total	1,203,608.61

Accounts Payable

Computer Check Proof List by Vendor

User: kimf
Printed: 08/11/2025 - 1:59PM
Batch: 99999.07.2025

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: usbankpc	US Bank National Associatio ND			Check Sequence: 1	ACH Enabled: True
000488	COSTCO-Coffee supplies	177.87	07/31/2025	001-000-001-513-10-31-01	
000505	MyOwnly Boarding Kennel - Kennel fees for K9	206.00	07/31/2025	001-000-004-521-22-41-01	
00051913	SAFEWAY-Lake Tye Science Day materials	19.74	07/31/2025	431-000-130-531-38-31-00	
001007	FREDMEYER-Hand soap for Ribbon Cutting ev	11.83	07/31/2025	330-000-000-594-18-60-01	
004091	my CHEVRON-fuel	22.24	07/31/2025	520-000-130-548-60-32-04	
014492	WABO-Welding cert renewal for Jim Davis	62.00	07/31/2025	520-000-130-548-60-41-09	
015082	kd USPS-mailing of monroe materials	26.00	07/31/2025	001-100-001-558-70-41-00	
0197-00354	REPUBLIC - yardwaste	1,623.94	07/31/2025	530-000-130-518-20-47-03	
0197-00354	REPUBLIC - wwtp	1,663.34	07/31/2025	530-000-130-518-20-47-03	
0197-00354	REPUBLIC - wwtp	28.91	07/31/2025	530-000-130-518-20-47-03	
0259383	Positive Concepts - Sector paper	94.82	07/31/2025	001-000-004-521-22-31-01	
027684	tr WOLFKILL - supply (10)	72.81	07/31/2025	001-000-010-576-80-31-09	
028880	NAPA-Headlight bulbs	53.60	07/31/2025	520-000-130-548-60-31-09	
029172	NAPA-DEF	308.78	07/31/2025	520-000-130-548-60-31-09	
029414	NAPA-DEF	28.42	07/31/2025	520-000-130-548-60-31-09	
029537	NAPA-Dualdurometer seal	30.72	07/31/2025	520-000-130-548-60-31-09	
029798	NAPA-Oil filters	26.02	07/31/2025	520-000-130-548-60-31-09	
030371	NAPA-Rubber undercoat for FB07	31.64	07/31/2025	520-000-130-548-60-31-09	
030764	NAPA-DEF	142.11	07/31/2025	520-000-130-548-60-31-09	
031395	oil	57.63	07/31/2025	421-000-140-535-80-31-00	
031552786	Galls - white gloves	9.85	07/31/2025	001-000-004-521-22-31-05	
032722	NAPA-Washer fluid	163.63	07/31/2025	520-000-130-548-60-31-09	
032787	rope	39.36	07/31/2025	421-000-140-535-80-31-00	
033500	postage for drinking water slips	23.74	07/31/2025	421-000-140-535-80-31-14	
034021	CityHallRibbonCutting-Coffee	44.76	07/31/2025	001-000-001-513-10-31-01	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
035587	BUILDERSSUPPLY-Topsoil for parks Currie pr	501.77	07/31/2025	317-000-010-594-76-63-25	
039847	BUILDERSSUPPLY-Topsoil for parks Currie pr	125.44	07/31/2025	317-000-010-594-76-63-25	
04577-8298	CANVA-Subscription	15.00	07/31/2025	431-000-130-531-38-41-09	
049892	dp ELITE LOCK & SAFE -supplies (04)	65.64	07/31/2025	001-000-010-576-80-31-09	
054048	BUILDERSSUPPLY-Topsoil 25% split	37.63	07/31/2025	411-000-130-534-80-31-09	
054048	BUILDERSSUPPLY-Topsoil 25% split	12.54	07/31/2025	105-000-130-542-30-31-09	
054048	BUILDERSSUPPLY-Topsoil 25% split	37.64	07/31/2025	431-000-130-531-38-31-00	
054048	BUILDERSSUPPLY-Topsoil 25% split	37.63	07/31/2025	421-000-130-535-80-31-09	
054802	bo SHERWIN WILLIAMS-paint (03)	139.81	07/31/2025	001-000-010-576-80-31-09	
058717	FREDMEYER-Rotary restoration site supplies	33.31	07/31/2025	431-000-130-531-38-31-00	
0625147	lapel pins (with new logo)	934.00	07/31/2025	001-000-001-513-10-31-01	
06252025	PETROMARINE-RP Purchased in Error	93.06	07/31/2025	530-000-130-518-20-31-09	
06302025	DOL-2nd Qtr Dyed Diesel Fuel Tax	342.39	07/31/2025	520-000-130-548-60-44-00	
064923	TRACTORSUPPLY-Propane	39.23	07/31/2025	105-000-130-542-30-31-09	
067260	tr PINE CREEK NURSERY-topsoil (10)	93.54	07/31/2025	001-000-010-576-80-31-09	
0702441	Sirchie - Evidence Integrity Bags	66.63	07/31/2025	001-000-004-521-22-31-02	
070249	USCHEFSSTORE-MCC coffee supplies	110.56	07/31/2025	001-000-001-513-10-31-01	
07072025	Critical Incidents - Training for Schuermeyer	404.00	07/31/2025	001-000-004-521-40-49-09	
07182025	TOPSOILSNW-Topsoil for Currie Playground R	333.41	07/31/2025	317-000-010-594-76-63-25	
07242025	PACKTRACK - K9 handler subscription - Schue	140.00	07/31/2025	001-000-004-521-21-49-02	
07242025	AMAZON-Sewer cam monitor refund	-224.27	07/31/2025	421-000-130-535-80-31-09	
072420251	PACKTRACK - K9 handler subscription - Pettit	140.00	07/31/2025	001-000-004-521-21-49-02	
075298	BUILDERSSUPPLY-Topsoil 25% split	37.63	07/31/2025	411-000-130-534-80-31-09	
075298	BUILDERSSUPPLY-Topsoil 25% split	37.63	07/31/2025	421-000-130-535-80-31-09	
075298	BUILDERSSUPPLY-Topsoil 25% split	12.54	07/31/2025	105-000-130-542-30-31-09	
075298	BUILDERSSUPPLY-Topsoil 25% split	37.64	07/31/2025	431-000-130-531-38-31-00	
0763467-in	National Safety-gloves	1,180.50	07/31/2025	421-000-140-535-80-31-03	
0763569	NATIONALSAFETY-Safety supplies 20% split	231.79	07/31/2025	431-000-130-531-38-31-08	
0763569	NATIONALSAFETY-Safety supplies 20% split	231.78	07/31/2025	001-000-010-576-80-31-08	
0763569	NATIONALSAFETY-Safety supplies 20% split	231.79	07/31/2025	105-000-130-542-30-31-08	
0763569	NATIONALSAFETY-Safety supplies 20% split	231.79	07/31/2025	421-000-130-535-80-31-08	
0763569	NATIONALSAFETY-Safety supplies 20% split	231.79	07/31/2025	411-000-130-534-80-31-08	
081258	cl WALMART-vandalism supplies (03)	77.05	07/31/2025	001-000-010-576-80-31-09	
081733	Sams Cats Dogs Natural - K9 Food (Apollo)	82.70	07/31/2025	001-000-004-521-22-31-02	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
083946	CommunityNeedsAssessmentFocusGroupSuppli	22.84	07/31/2025	001-000-040-565-40-31-00	
0840260-70	dp AMAZON-supplies(04)	150.19	07/31/2025	001-000-010-576-80-31-09	
084381	FREDMEYERFUEL-Fuel for PT05	100.01	07/31/2025	520-000-130-548-60-32-09	
090493	FREDMEYER-Ice for Lake Tye Science Day	6.00	07/31/2025	431-000-130-531-38-31-00	
091847	my CHEVRON-fuel	35.21	07/31/2025	520-000-130-548-60-32-04	
093381	Sams Cats Dogs Natural - K9 Food (Apollo)	82.70	07/31/2025	001-000-004-521-22-31-02	
094927	HARBORFREIGHT-Garden hose	32.81	07/31/2025	431-000-130-531-38-31-00	
0957948-33	dp AMAZON - supplies (04)	57.66	07/31/2025	001-000-010-576-80-31-09	
096676	HOMEDEPOT-Test plug	24.72	07/31/2025	317-000-010-594-76-63-26	
10023	Reimbursement for cancelled training	-800.00	07/31/2025	001-000-004-521-40-49-09	
103183734	dp SPRINKLER WAREHOUSE-irrigation suppl	379.03	07/31/2025	001-000-010-576-80-31-09	
103218018	dp SPRINKLER WAREHOUSE-irrigation suppl	762.63	07/31/2025	001-000-010-576-80-31-09	
105574	Unity Tactical - New Rifle supplies	792.05	07/31/2025	001-000-004-521-22-31-07	
1067389	WALTERENELSON-Janitorial Supplies	900.45	07/31/2025	530-000-130-518-30-31-00	
108759653	SLT Retreat Lunch	110.00	07/31/2025	001-000-001-513-10-41-00	
108763189	SLT Off-Site Meeting	47.27	07/31/2025	001-000-001-513-10-43-09	
111-990146	Amazon - Supplies for NNO	34.52	07/31/2025	001-000-004-521-22-31-02	
111-990146	Amazon - Supplies for NNO	86.31	07/31/2025	001-000-004-521-22-31-02	
113-495132	Amazon - External Hard Drive 4TV	136.74	07/31/2025	001-000-004-521-22-35-01	
113-821443	Amazon - Eye wash solution for property room	34.59	07/31/2025	001-000-004-521-22-31-02	
1143	Propane	50.06	07/31/2025	421-000-140-535-80-31-00	
114-729135	Amazon server hard drives	170.66	07/31/2025	510-000-000-518-88-31-00	
114-81026-	tablecloths for Ribbon Cutting and future use	54.64	07/31/2025	001-000-001-513-10-31-01	
1149242602	presentation board for Ribbon Cutting & future u	28.04	07/31/2025	001-000-001-513-10-31-01	
1235	ODAT Recovery - Rent deposit / Social Worker I	200.00	07/31/2025	001-000-004-521-22-31-02	
12571	PSCAA-Construction permit	3,000.00	07/31/2025	421-000-140-535-80-47-50	
1286361999	SCCMeeting - Walker	60.54	07/31/2025	001-000-005-511-60-43-09	
1287690893	SCCMeeting - Fulcher	60.54	07/31/2025	001-000-005-511-60-43-09	
1291-0886	kd ALLUVIT MEDIA-sky and sno digital advert	4,000.00	07/31/2025	001-100-001-558-70-41-00	
130722562	WSDOT Good to Go - Toll Fees	29.50	07/31/2025	001-000-004-521-22-41-01	
130916045	WSDOT Good to Go - Toll Fees	6.90	07/31/2025	001-000-004-521-22-41-01	
131876	GOODYEARTIRE-P101 Flat tire repair	21.83	07/31/2025	520-000-130-548-60-48-01	
131916	GOODYEARTIRE-P102 Tire pressure sensors	153.05	07/31/2025	520-000-130-548-60-48-01	
131932	GOODYEARTIRE-P100 Tire pressure sensors	153.05	07/31/2025	520-000-130-548-60-48-01	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
133574526	WSDOT - p113 toll	8.75	07/31/2025	520-000-130-548-60-48-01	
13388	Hills Street - Dry Cleaning Services	227.87	07/31/2025	001-000-004-521-22-41-01	
14031322392	CLICK 2 MAIL - monroe west	58.56	07/31/2025	001-000-110-558-60-41-95	
14031322392	CLICK 2 MAIL - postcards Monroe	133.33	07/31/2025	001-000-110-558-60-42-01	
144677	AMERICANAED-AED Pads	613.73	07/31/2025	530-000-130-518-20-31-08	
14562623	lab supplies	445.48	07/31/2025	421-000-140-535-80-31-14	
14572436	lab supplies	255.95	07/31/2025	421-000-140-535-80-31-14	
1458+651	Amazon-Flash Drives for IT	73.39	07/31/2025	510-000-000-518-88-31-00	
147113	SPEEDWAYCHEVY-FB04 Connector	39.56	07/31/2025	520-000-130-548-60-31-09	
148892864	tr LOWES-irrigation supply (01)	28.40	07/31/2025	001-000-010-576-80-31-09	
1639088152	HARBORFREIGHT-Generator	743.91	07/31/2025	105-000-130-542-30-31-09	
166338175	dp LOWES - supplies (04)	108.46	07/31/2025	001-000-010-576-80-31-09	
17155236	PACIFICPOWERBATTERIES-PT09 Batteries	367.96	07/31/2025	520-000-130-548-60-31-00	
17155389	PACIFICPOWERBATTERIES-RLR01 Battery	147.16	07/31/2025	520-000-130-548-60-31-09	
17533	Staff Cake Day - July	75.00	07/31/2025	001-000-001-513-10-31-01	
177601	SONETICS-Headset repairs	2,456.14	07/31/2025	411-000-130-534-80-41-09	
1797809	AMAZON-Brush cutter head	132.80	07/31/2025	105-000-130-542-30-31-09	
18700650	Amazon-Keyboard for Kimberly M	87.51	07/31/2025	001-000-002-514-23-31-01	
19369	Sound Uniform Solutions - Jumpsuit	560.68	07/31/2025	001-000-004-521-22-31-05	
194435528	LOWES-Squeegee & shovels	166.94	07/31/2025	105-000-130-542-30-31-09	
194863863	ULINE-Mayor's chair	441.46	07/31/2025	330-000-000-594-18-60-01	
194864975	ULINE-Mayor's office chairs	908.92	07/31/2025	330-000-000-594-18-60-01	
195397	Monroe Goodyear - Tire repair	21.83	07/31/2025	520-000-130-548-60-48-01	
2000-4739-7	PUD 17866 W Main - Park Place Pump Station	233.10	07/31/2025	530-000-130-518-20-47-02	
2001-6554-6	PUD 372 Sky River Pkwy - Rotary Field	77.91	07/31/2025	530-000-130-518-20-47-00	
2002-4047-1	PUD 769 Village Way - Public Works Building	410.56	07/31/2025	530-000-130-518-20-47-00	
2005-6249-4	PUD 509 E Main St - Travelers Park	111.22	07/31/2025	530-000-130-518-20-47-00	
2006-9117-8	PUD 818 W Main St - Police Department	722.88	07/31/2025	530-000-130-518-20-47-00	
2009-3395-0	PUD 303 W Main St - Flag Pole	141.96	07/31/2025	530-000-130-518-20-47-00	
2009704662	5.11 Inc - Uniform Boots	125.81	07/31/2025	001-000-004-521-22-31-05	
2009-8128-0	PUD 15411 179th Ave SE	1,591.92	07/31/2025	530-000-130-518-20-47-02	
2013-1377-2	PUD 14826 N Kelsey - Tjerne Place Signal	162.98	07/31/2025	530-000-130-518-20-47-04	
2013-7289-3	PUD 19927 Old Owen Rd	143.43	07/31/2025	530-000-130-518-20-47-02	
2014-3598-9	PUD 17097 W Main St	156.31	07/31/2025	530-000-130-518-20-47-02	

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2014-6645-5	PUD 17102 Beaton Rd	421.36	07/31/2025	530-000-130-518-20-47-02	
2016-9572-3	PUD 516 S Lewis Street - Restrooms	215.86	07/31/2025	530-000-130-518-20-47-00	
2017-3600-6	PUD 17526 136th Pl SE	168.87	07/31/2025	530-000-130-518-20-47-02	
2017-8376-8	PUD 224 N Kelsey St- Flasher	130.91	07/31/2025	530-000-130-518-20-47-04	
2018-8281-8	13125 191st Ave SE - Reservoir #5	343.53	07/31/2025	530-000-130-518-20-47-01	
2019-2935-3	820 Village Way - Sky River Park Concession/R	348.10	07/31/2025	530-000-130-518-20-47-01	
2019-5625-7	PUD 14810 Fryelands Blvd - Lake Tye Lift Stati	1,097.86	07/31/2025	530-000-130-518-20-47-02	
2020-5315-3	PUD 10805 202nd - North Hill Reservoir	122.05	07/31/2025	530-000-130-518-20-47-01	
2021-9060-9	PUD 17108 Sawyer St SE	84.17	07/31/2025	530-000-130-518-20-47-02	
2022-0207-3	PUD 16653 Currie Rd	489.76	07/31/2025	530-000-130-518-20-47-02	
2022-0918-5	PUD 14964 Fryelands Blvd SE - Lake Tye Restr	551.93	07/31/2025	530-000-130-518-20-47-00	
2022-1333-6	PUD 17769 149th St SE - Stanton Meadows Parl	56.79	07/31/2025	530-000-130-518-20-47-00	
2022-3002-5	PUD 16924 W Main St	1,683.89	07/31/2025	530-000-130-518-20-47-00	
2023-8664-5	PUD 100 N Lewis St	258.33	07/31/2025	530-000-130-518-20-47-04	
2025412192	Brownells - Firearms supplies	252.20	07/31/2025	001-000-004-521-22-31-07	
2025412218	Brownells - Rifle Sling	187.43	07/31/2025	001-000-004-521-22-31-07	
2025412498	Brownells - Duty push sling swivels	66.50	07/31/2025	001-000-004-521-22-31-07	
2026-1927-6	PUD 15403 Fryelands Blvd - 154th signal	237.11	07/31/2025	530-000-130-518-20-47-04	
2026-2043-1	14890 Freylands Blvd - Wales/Freyland traffic si	201.47	07/31/2025	530-000-130-518-20-47-04	
2027-2778-0	PUD 20218 Pipeline Rd - North Hill Booster	555.00	07/31/2025	530-000-130-518-20-47-01	
2030-7090-9	PUD 19470 Tjerne Pl / Chain Lake Road	188.90	07/31/2025	530-000-130-518-20-47-04	
2030-7888-6	PUD 19206 Tjerne Pl / behind Harbor Freight	88.61	07/31/2025	530-000-130-518-20-47-04	
2032-0895-4	PUD 19470 Chain Lake / N Kelsey St Light	220.48	07/31/2025	530-000-130-518-20-47-04	
2033-0835-8	PUD 19921 Rainier View Rd SE	112.20	07/31/2025	530-000-130-518-20-47-00	
2033-1359-8	PUD 16410 177th AVE SE	165.24	07/31/2025	530-000-130-518-20-47-01	
2035-0163-0	PUD Various Street Lighting	167.20	07/31/2025	530-000-130-518-20-47-04	
2036-4254-1	PUD 14964 Freylands Blvd - Lake Tye Park - Fo	340.28	07/31/2025	530-000-130-518-20-47-00	
2038-1598-0	PUD 16846 W Main ST - Tester Round-a-bout	177.56	07/31/2025	530-000-130-518-20-47-04	
2038-8616-3	PUD 17888 W Main St Signal	76.29	07/31/2025	530-000-130-518-20-47-04	
2042-7425-2	PUD 106 S Kelsey St - Kelsey / Main St Traffic	80.41	07/31/2025	530-000-130-518-20-47-04	
204698411	WADOL-TLR11 Report of Sale Fee	15.50	07/31/2025	520-000-130-548-60-48-01	
2048-9441-4	PUD 13803 Ingraham Rd	68.58	07/31/2025	530-000-130-518-20-47-01	
2048-9530-4	PUD 17502 160th St SE - Fox Meadows sewer li	219.39	07/31/2025	530-000-130-518-20-47-02	
2053-8775-6	PUD 14701 144th St SE - Springhill Water Pump	139.43	07/31/2025	530-000-130-518-20-47-01	

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2053-9038-8	PUD 12803 150th St SE - Lord Hill Res A & B	104.91	07/31/2025	530-000-130-518-20-47-01	
2053-9214-5	PUD 15605 139th Ave SE - Spring Hill Res	106.09	07/31/2025	530-000-130-518-20-47-01	
2053-9215-2	PUD 13226 134th Dr SE - Sky Meado Pump Sta	436.17	07/31/2025	530-000-130-518-20-47-01	
2161169	lab supplies	181.08	07/31/2025	421-000-140-535-80-31-14	
216526	dp TOWN & COUNTRY - tools (09)	940.82	07/31/2025	001-000-010-576-80-31-09	
2193481	lab supplies	556.14	07/31/2025	421-000-140-535-80-31-14	
2208-9527-0	PUD 15028 Woods Creek Rd	183.06	07/31/2025	530-000-130-518-20-47-04	
2220262	AMAZON-Laminating Carrier	16.82	07/31/2025	001-000-001-513-10-31-01	
2220-3685-7	PUD 855 Village Way	1,059.25	07/31/2025	530-000-130-518-20-47-01	
2230-2428-2	PUD 14964 Fryelands Blvd SE - Lake Tye Restr	879.10	07/31/2025	530-000-130-518-20-47-00	
2238-2578-7	PUD 14405 179th Ave SE	152.65	07/31/2025	530-000-130-518-20-47-01	
2240-3590-7	PUD 110 N Blakely St.	242.05	07/31/2025	530-000-130-518-20-47-00	
2240-3591-5	PUD 201 W Main ST	402.84	07/31/2025	530-000-130-518-20-47-00	
2240-4313-3	PUD 818 W Main St - STE C	227.16	07/31/2025	530-000-130-518-20-47-00	
22563	WABO Summer Business Meeting Registration	73.00	07/31/2025	001-000-110-559-30-49-02	
2259427	AMAZON-WD40	56.64	07/31/2025	520-000-130-548-60-31-09	
232922348	tr LOWES-plywood- SR Slide (02)	38.27	07/31/2025	001-000-010-576-80-31-09	
241123	GREENRIVERCC-BAT Class for Jordan Ottow	500.00	07/31/2025	411-000-130-534-80-49-00	
2411400	PAPEKENWORTH-VAC04 Regen service	1,227.80	07/31/2025	520-000-130-548-60-41-09	
2461826	AMAZON-Mouse for Jakeh x2	85.70	07/31/2025	411-000-130-534-80-31-09	
250024530	Hanford - AWC Conference Lodging	428.14	07/31/2025	001-000-005-511-60-43-09	
2507081517	bo HARBOR FREIGHT-duct tape (04)	20.96	07/31/2025	001-000-010-576-80-31-09	
25217	SnoCo-Haz waste disposal	129.00	07/31/2025	421-000-140-535-80-49-09	
25448	DATAQUEST - pre employment background che	451.14	07/31/2025	001-000-003-518-10-41-10	
2562668	AMAZON-Tree watering bags	98.45	07/31/2025	431-000-130-531-38-31-00	
26274674	LOWES-Outdoor cleaner & sanding discs	295.56	07/31/2025	530-000-130-518-20-31-09	
26554	RAIRDONS-PT09 Hose & nozzle replacements	183.22	07/31/2025	520-000-130-548-60-31-00	
26678873	GLOBALINDUSTRIAL-Saw blades	131.34	07/31/2025	530-000-130-518-20-31-09	
270949112	ta LOWES-supplies (04)	21.84	07/31/2025	001-000-010-576-80-31-09	
2713713	kd ISSUU-issuu yearly subscription	275.69	07/31/2025	001-100-001-558-70-41-00	
27810509	CityHallRibbonCutting-Balloons	53.33	07/31/2025	001-000-001-513-10-31-01	
287070877	SCHNEIDERELECTRIC-Electrical supplies	1,228.57	07/31/2025	411-000-130-534-80-31-09	
2934664	AMAZON-Wood varnish	56.88	07/31/2025	530-000-130-518-20-31-09	
29587719	Chain Lake Express Wash - Car wash CSO's van	12.00	07/31/2025	001-000-004-521-22-41-01	

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29836999	Galls - Uniform boots	112.45	07/31/2025	001-000-004-521-22-31-05	
30024108	UPS to attny-Monroe30 Dev Agmt	14.80	07/31/2025	001-000-007-514-21-41-00	
302792017	LOWES-Test plugs	10.62	07/31/2025	317-000-010-594-76-63-26	
3091095	HILINE-Parts bins and cable ties	537.03	07/31/2025	520-000-130-548-60-31-09	
31197543	tr LOWES-irrigation supply (01)	33.77	07/31/2025	001-000-010-576-80-31-09	
3250126211	bo LES SCHWAB-tubing (04)	24.06	07/31/2025	001-000-010-576-80-31-09	
3402637	AMAZON-Aluminum spray paint	253.88	07/31/2025	530-000-130-518-20-31-09	
34258	CONSOLIDATEDPRESS-Postage	1,798.02	07/31/2025	431-000-130-531-38-41-09	
3477	BICKFORDMOTORS-P87 Engine bracket	178.60	07/31/2025	520-000-130-548-60-31-01	
3522361	HYDRAULICSUPPLYCO-TR03 Hose assembly	178.28	07/31/2025	520-000-130-548-60-31-00	
3522779	HYDRAULICSUPPLYCO-BH01 hose assembly	110.78	07/31/2025	520-000-130-548-60-41-09	
3522782	HYDRAULICSUPPLYCO-Shop towels	154.55	07/31/2025	520-000-130-548-60-31-09	
35912	EVERETTHYDRAULICS-PC01 gearbox repair	822.93	07/31/2025	520-000-130-548-60-41-09	
3609227-02	dp LOWES - supplies (04)	14.67	07/31/2025	001-000-010-576-80-31-09	
3623443	Sign Stand for new city hall	32.81	07/31/2025	001-000-001-513-10-31-01	
362979	AMERICANAED-AED batteries	448.54	07/31/2025	530-000-130-518-20-31-09	
3679442	Amazon-Phone case for cell phones	22.31	07/31/2025	510-000-000-518-88-31-00	
387	COLIBRI NW - monroe 2025 publishing	13,479.16	07/31/2025	001-100-001-558-70-41-00	
38726	Hard Drive Graphics - Uniform caps	65.38	07/31/2025	001-000-004-521-22-31-05	
4126652	Amazon-Cable for HDD Duplicator	13.12	07/31/2025	510-000-000-518-88-31-00	
419312-1	DUNLAPINDUSTRIALHARDWARE-Laser for	681.65	07/31/2025	330-000-000-594-18-60-01	
419582-1	DUNLAPINDUSTRIALHARDWARE-Surface (	591.77	07/31/2025	530-000-130-518-20-31-09	
423306	tr TRACTOR SUPPLY -garbage can (01)	49.21	07/31/2025	001-000-010-576-80-31-09	
425408895	OFFICE DEPOT- soap city hall	71.96	07/31/2025	001-000-001-513-10-31-01	
429297075-	OFFICE DEPOT - office supplies ch	60.61	07/31/2025	001-000-001-513-10-31-01	
430714052-	OFFICE DEPOT - office supplies ch	57.20	07/31/2025	001-000-001-513-10-31-01	
436525	LOWES-Screws & bits for Wayfinding Sign repa	83.06	07/31/2025	105-000-130-542-64-31-00	
4410	deposit for Monroe Logo Council Chambers	1,362.24	07/31/2025	001-000-001-513-10-31-01	
452504	EVERETTSTEEL-Handrail for bank	10.78	07/31/2025	317-000-010-594-76-63-26	
452532	EVERETTSTEEL-Handrail for bank	38.70	07/31/2025	317-000-010-594-76-63-26	
452548	EVERETTSTEEL-Steel pip for bank	273.39	07/31/2025	317-000-010-594-76-63-26	
463927758	dp LOWES - supplies (04)	105.55	07/31/2025	001-000-010-576-80-31-09	
46986684	SurveyMonkey Renewal Fee	81.83	07/31/2025	105-000-120-542-30-41-00	
46986684	SurveyMonkey Renewal Fee	81.83	07/31/2025	421-000-120-535-80-41-00	

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46986684	SurveyMonkey Renewal Fee	81.81	07/31/2025	411-000-120-534-80-41-00	
46986684	SurveyMonkey Renewal FeeSurveyMonkey Ren	81.83	07/31/2025	431-000-120-531-38-41-00	
470365269	bo LOWES-pickleball net	35.36	07/31/2025	001-000-010-576-80-31-15	
4841	PLC Fuse	12.99	07/31/2025	421-000-140-535-80-31-00	
4875447s16	LEMAY - pw and parks	19.72	07/31/2025	530-000-130-518-20-41-00	
4879322s18	LEMAY - ch	20.74	07/31/2025	001-000-007-511-30-41-09	
4894601s18	LEMAY - shredding services pw and parks	19.73	07/31/2025	530-000-130-518-20-41-00	
4894802s18	LEMAY - shredding services TEMP CITY HALl	40.46	07/31/2025	001-000-007-514-21-41-00	
5167422	AMAZON-Sewer cam monitor & hard hat reflec	235.20	07/31/2025	421-000-130-535-80-31-09	
5194000074	Food/supplies Ribbon Cutting	222.92	07/31/2025	001-000-001-513-10-31-01	
547656173	bo LOWES-supplies (04)	60.15	07/31/2025	001-000-010-576-80-31-09	
55	BRANDTSPLACE-DP03 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
55494736	MSRC - Procurement Training (Liam)	200.00	07/31/2025	001-000-001-513-10-49-02	
55499064	MRSC Training - Procurement Fundamentals	50.00	07/31/2025	105-000-120-542-30-41-00	
55499064	MRSC Training - Procurement Fundamentals	50.00	07/31/2025	421-000-120-535-80-41-00	
55499064	MRSC Training - Procurement Fundamentals	50.00	07/31/2025	431-000-120-531-38-41-00	
55499064	MRSC Training - Procurement Fundamentals	50.00	07/31/2025	411-000-120-534-80-41-00	
56	BRANDTSPLACE-DP02B DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
57	BRANDTSPLACE-UT09 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
58	BRANDTSPLACE-TLR13 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
5858840-72	tr AMAZON-supply (02)	10.93	07/31/2025	001-000-010-576-80-31-09	
5891456	cake topper for ribbon cutting	35.98	07/31/2025	001-000-001-513-10-31-01	
59	BRANDTSPLACE-TLR16 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
59142	KoolPrinting notice of case setting	357.41	07/31/2025	001-000-009-512-51-49-07	
5947473	Chevron - Fuel	64.71	07/31/2025	520-000-130-548-60-32-02	
5947543	Chevron - Fuel	13.05	07/31/2025	520-000-130-548-60-32-02	
5948226	Chevron - Fuel	43.27	07/31/2025	520-000-130-548-60-32-02	
5950687	Chevron - Fuel	14.74	07/31/2025	520-000-130-548-60-32-02	
5951995	Chevron - Fuel	15.55	07/31/2025	520-000-130-548-60-32-02	
5954992	Chevron - Fuel	14.49	07/31/2025	520-000-130-548-60-32-02	
5957095	Chevron - Fuel	14.48	07/31/2025	520-000-130-548-60-32-02	
5958261	Chevron - Fuel	15.13	07/31/2025	520-000-130-548-60-32-02	
5959214	Chevron - Fuel	15.22	07/31/2025	520-000-130-548-60-32-02	
5963081	Chevron - Fuel	12.96	07/31/2025	520-000-130-548-60-32-02	

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5964596	Chevron - Fuel	14.64	07/31/2025	520-000-130-548-60-32-02	
5966711	Chevon - Fuel	14.89	07/31/2025	520-000-130-548-60-32-02	
6/25/2025	Walmart - Supplies for Coffee w/ CSOs at Brook	27.22	07/31/2025	001-000-004-521-30-31-09	
6/26/2025	Fred Meyer - Fuel	32.41	07/31/2025	520-000-130-548-60-32-02	
6/26/2025	Walmart - Shoes / Social Worker Services	54.39	07/31/2025	001-000-004-521-22-31-02	
6/26/2025	Fred Meyer - Fuel	46.61	07/31/2025	520-000-130-548-60-32-02	
61	BRANDTSPLACE-TLR02 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-48-04	
613005785	ta LOWES-supplies (04)	151.15	07/31/2025	001-000-010-576-80-31-09	
6139408	Amazon - Office supplies	45.38	07/31/2025	001-000-004-521-22-31-01	
6151549-20	dp AMAZON-trimmer (09)	82.04	07/31/2025	001-000-010-576-80-31-09	
62	BRANDTSPLACE-TK02 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
6230603	AMAZON-Note pads & letter laminating slips	37.84	07/31/2025	001-000-001-513-10-31-01	
624651802	LOWES-PVC parts	42.45	07/31/2025	411-000-130-534-80-31-09	
6264924	LOWES-Weedburner for paving	63.43	07/31/2025	105-000-130-542-30-31-09	
63	BRANDTSPLACE-HT01 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
64	BRANDTSPLACE-HT02 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
6477026-81	mt AMAZON-prime membership	141.13	07/31/2025	001-000-010-576-80-49-09	
65	BRANDTSPLACE-UT06 DOT Inspection	216.20	07/31/2025	520-000-130-548-60-41-09	
65093245	ROBERT HALF - tammy miller week ending 6/	301.34	07/31/2025	001-000-003-518-10-41-10	
65093245	ROBERT HALF - tammy miller week ending 6/	502.24	07/31/2025	411-000-130-534-80-41-09	
65093245	ROBERT HALF - tammy miller week ending 6/	502.23	07/31/2025	431-000-130-531-38-41-09	
65093245	ROBERT HALF - tammy miller week ending 6/	502.23	07/31/2025	421-000-130-535-80-41-09	
65108042	ROBERT HALF - tammy miller week ending 6/	475.80	07/31/2025	421-000-130-535-80-41-09	
65108042	ROBERT HALF - tammy miller week ending 6/	475.80	07/31/2025	431-000-130-531-38-41-09	
65108042	ROBERT HALF - tammy miller week ending 6/	475.80	07/31/2025	411-000-130-534-80-41-09	
65108042	ROBERT HALF - tammy miller week ending 6/	570.96	07/31/2025	001-000-003-518-10-41-10	
65133393	ROBERT HALF - tammy miller week ending 6/	544.53	07/31/2025	411-000-130-534-80-41-09	
65133393	ROBERT HALF - tammy miller week ending 6/	544.52	07/31/2025	431-000-130-531-38-41-09	
65133393	ROBERT HALF - tammy miller week ending 6/	126.88	07/31/2025	001-000-110-558-60-41-09	
65133393	ROBERT HALF - tammy miller week ending 6/	544.53	07/31/2025	421-000-130-535-80-41-09	
65133393	ROBERT HALF - tammy miller week ending 6/	634.40	07/31/2025	001-000-003-518-10-41-10	
65157696	ROBERT HALF - tammy miller week ending 7/	666.12	07/31/2025	411-000-130-534-80-41-09	
65157696	ROBERT HALF - tammy miller week ending 7/	666.12	07/31/2025	421-000-130-535-80-41-09	
65157696	ROBERT HALF - tammy miller week ending 7/	666.12	07/31/2025	431-000-130-531-38-41-09	

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66191066	Midway USA - Weapon Light X3	1,089.62	07/31/2025	001-000-004-521-22-31-07	
6687620-64	dp AMAZON-supplies (04)	4.37	07/31/2025	001-000-010-576-80-31-09	
66891	GSRRENTALS-Trencher rental	263.44	07/31/2025	520-000-130-548-60-32-09	
6689413	Amazon-Otter Boxes for new cell phone	56.83	07/31/2025	510-000-000-518-88-31-00	
6729473-42	dp AMAZON-supply (04)	49.22	07/31/2025	001-000-010-576-80-31-09	
6952256	AMAZON-Equipment keys	7.63	07/31/2025	520-000-130-548-60-31-09	
698994948	LOWES-Marking chalk & Screws for Speed Hu	107.10	07/31/2025	318-000-120-595-30-65-00	
6L09442	PLATT-Plugs & connectors	456.26	07/31/2025	105-000-130-542-30-31-09	
7/10/2025	Rocket 5500 - Fuel	48.61	07/31/2025	520-000-130-548-60-32-02	
7/10/2025	Microsoft Clipchamp - Social Media	13.11	07/31/2025	001-000-004-521-22-41-01	
7/11/2025	Elite Lock and Safe - Keys	61.26	07/31/2025	001-000-004-521-22-31-02	
7/14/2025	Sam's Cats & Dogs - Food for K9 Thor	152.60	07/31/2025	001-000-004-521-22-31-02	
7/18/2025	Ben Franklin - Frame for Gingerbread Award	39.37	07/31/2025	001-000-004-521-22-31-02	
7/22/2025	Walmart - Supplies for NNO	9.98	07/31/2025	001-000-004-521-22-31-02	
7/23/2025	Walmart - Spray Paint for NNO	19.23	07/31/2025	001-000-004-521-22-31-02	
7/23/2025	Dollar Tree - Balloons for NNO	19.69	07/31/2025	001-000-004-521-22-31-02	
7/9/2025	Arco - Fuel	37.56	07/31/2025	520-000-130-548-60-32-02	
7/9/2025	Walmart - Thumb Drive 64 GB	21.75	07/31/2025	001-000-004-521-22-35-01	
704606046	ta LOWES-tools (09)	119.22	07/31/2025	001-000-010-576-80-31-09	
704931517	ta LOWES-signage (07)	13.11	07/31/2025	001-000-010-576-80-31-09	
708806953	bo LOWES-supplies (04)	35.29	07/31/2025	001-000-010-576-80-31-09	
71568	SP ASP Inc - Ultra Plus Cuffs	110.89	07/31/2025	001-000-004-521-22-31-05	
715928	Snacks for full day onsite LAMA training/testing	30.46	07/31/2025	001-000-110-559-30-31-09	
717855	HIGHWAYAUTO-Engine coolant	92.42	07/31/2025	520-000-130-548-60-31-09	
718440	HIGHWAYAUTO-Brake grease	19.05	07/31/2025	520-000-130-548-60-31-09	
718905	HIGHWAYAUTO-Switch & plugs	45.29	07/31/2025	520-000-130-548-60-31-09	
719430	HIGHWAYAUTO-Conductors & Adapter	75.62	07/31/2025	520-000-130-548-60-31-09	
7-2-25	City of Monroe - Utility payments june 2025	25,469.89	07/31/2025	530-000-130-518-20-47-03	
72524296	Coffee for onsite full day LAMA training/meetin	21.88	07/31/2025	001-000-110-559-30-31-09	
733044449	bo LOWES-pickleball nets	44.20	07/31/2025	001-000-010-576-80-31-15	
742628115	tr LOWES-paint supplies (06)	39.34	07/31/2025	001-000-010-576-80-31-09	
749535923	LOWES-Chain	256.00	07/31/2025	411-000-130-534-80-31-09	
752042701	LOWES-Fittings & tape for Union Bank Buildin	48.72	07/31/2025	317-000-010-594-76-63-26	
753926102	cl LOWES-currie view playground repair (02)	79.71	07/31/2025	001-000-010-576-80-31-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7549822	AMAZON-Power inverter	109.36	07/31/2025	520-000-130-548-60-31-09	
768669460	LOWES-Drip pan for AC in PD	25.14	07/31/2025	530-000-130-518-20-31-09	
78086	KENNYSTRUCKPARTS-VAC03 Air filter	204.05	07/31/2025	520-000-130-548-60-31-09	
78099	KENNYSTRUCKPARTS-DP02B fuel filters	169.12	07/31/2025	520-000-130-548-60-31-09	
790549	mt WALTER E NELSON-janitorial supply (05)	32.01	07/31/2025	001-000-010-576-80-31-09	
79147738	LOWES-Studs	97.02	07/31/2025	530-000-130-518-20-31-09	
793797	dp WALTER E NELSON-janitorial supply (05)	1,643.84	07/31/2025	001-000-010-576-80-31-09	
794860	WALTERENELSON-Janitorial Supplies	1,178.17	07/31/2025	530-000-130-518-30-31-00	
797459019	cl LOWES-irrigation head shovel (01)	202.37	07/31/2025	001-000-010-576-80-31-09	
7981001	AMAZON-Batteries for soap dispensers	103.70	07/31/2025	330-000-000-594-18-60-01	
8011451	AMAZON-Leather shears	32.78	07/31/2025	530-000-130-518-20-31-09	
803047918	bo LOWES-lt painting (03)	12.01	07/31/2025	001-000-010-576-80-31-09	
8033826	AMAZON-Marking paint	294.08	07/31/2025	520-000-130-548-60-31-09	
808261825	LOWES-Lumber & hardware for barricades	937.46	07/31/2025	105-000-130-542-30-31-09	
8111750243	WCMA - 2025 Summer Conference (McKorkle)	250.00	07/31/2025	001-000-001-513-10-43-09	
8161843	AMAZON-Yard Fence repair	25.28	07/31/2025	530-000-130-518-20-31-09	
8171280	SOUND PUBLISHING - legal notices	45.90	07/31/2025	001-000-003-518-10-41-10	
8171280	SOUND PUBLISHING - legal notices	15.30	07/31/2025	001-000-110-558-60-49-09	
8171280	SOUND PUBLISHING - legal notices	33.66	07/31/2025	001-000-001-513-10-49-09	
8171280	SOUND PUBLISHING - legal notices	33.66	07/31/2025	001-000-010-576-80-41-09	
8171280	SOUND PUBLISHING - legal notices	336.61	07/31/2025	001-000-007-511-30-41-01	
8171280	SOUND PUBLISHING - legal notices	18.36	07/31/2025	001-000-007-511-30-41-01	
8171280	SOUND PUBLISHING - legal notices	128.51	07/31/2025	001-000-110-558-60-41-95	
8171280	SOUND PUBLISHING - legal notices	15.30	07/31/2025	001-000-003-518-10-41-10	
8203440	AMAZON-Snacks for Lake Tye Science Day	6.12	07/31/2025	431-000-130-531-38-31-00	
8203440	AMAZON-Snacks for Lake Tye Science Day	85.27	07/31/2025	431-000-130-531-38-31-00	
835204364	LOWES-Hanging hardware for pictures/art	112.42	07/31/2025	330-000-000-594-18-60-01	
845609521	bo LOWES-vandalism supply (03)	40.83	07/31/2025	001-000-010-576-80-31-09	
864829399	bo LOWES-supplies (09)	24.05	07/31/2025	001-000-010-576-80-31-09	
872150	PRINTINGCENTERUSA-Coloring Book	946.45	07/31/2025	431-000-130-531-38-41-09	
872150	PRINTINGCENTERUSA-Coloring Book	288.32	07/31/2025	431-000-130-531-38-41-09	
874520882	LOWES-Scaffold & hardware	484.18	07/31/2025	330-000-000-594-18-60-01	
8745828	Amazon-HDD duplicator	125.80	07/31/2025	510-000-000-518-88-31-00	
8816251	AMAZON-Plugs for bank building	14.21	07/31/2025	317-000-010-594-76-63-26	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
8856220	Amazon - Office supplies	49.33	07/31/2025	001-000-004-521-22-31-01	
8-864-0767	FEDEX - shipping pd	5.66	07/31/2025	001-000-004-521-22-42-00	
8-906-9480	FEDEX - shipping pd	5.67	07/31/2025	001-000-004-521-22-42-00	
8-906-9480	FEDEX - shipping pd	5.67	07/31/2025	001-000-004-521-22-42-00	
8-914-0771	FEDEX - shipping pd	5.66	07/31/2025	001-000-004-521-22-42-00	
9022	COMCATE - software subscription	529.15	07/31/2025	510-000-000-518-88-41-18	
90751	CORNWELL-Bit sets & impact drives	487.55	07/31/2025	520-000-130-548-60-31-09	
907559374	LOWES-Bee spray	16.41	07/31/2025	530-000-130-518-20-31-09	
909423275	LOWES-2x4s	17.85	07/31/2025	411-000-130-534-80-31-09	
90946	CORNWELL-Wrench holder	131.17	07/31/2025	520-000-130-548-60-31-09	
91184	CORNWELL-Cable cutter & wrench holder	215.63	07/31/2025	520-000-130-548-60-31-09	
9164261	AMAZON-Key box for equipment keys at fuel s	21.75	07/31/2025	520-000-130-548-60-31-09	
917605	mt WALTER NELSON-janitorial (05)	366.01	07/31/2025	001-000-010-576-80-31-09	
918294317	LOWES-Photo hanger hardware	139.77	07/31/2025	330-000-000-594-18-60-01	
9219463	Amazon-Network Cable for New City Hall.	1,036.50	07/31/2025	330-000-000-594-18-60-01	
923765264	dp LOWES-supplies (04)	61.75	07/31/2025	001-000-010-576-80-31-09	
9277	TRACTORSUPPLY-Propane for paving	16.52	07/31/2025	105-000-130-542-30-31-09	
928535651	dp LOWES-janitorial supply (05)	260.72	07/31/2025	001-000-010-576-80-31-09	
9299246-87	sr AMAZON-laminating sheets	31.72	07/31/2025	001-000-010-576-80-49-09	
930171087	ta LOWES-signage (07)	13.11	07/31/2025	001-000-010-576-80-31-09	
930846173	LOWES-Replacement of stolen tools for Tim's tr	1,691.33	07/31/2025	105-000-130-542-30-31-09	
94052312	LOWES-Hose nozzles	26.21	07/31/2025	530-000-130-518-20-31-09	
942790216	plywood cleaning supplies	194.29	07/31/2025	421-000-140-535-80-31-00	
957368633	LOWES-Wasp spray	91.63	07/31/2025	105-000-130-542-30-31-09	
972287557	concrete anchors cleaning supplies	125.20	07/31/2025	421-000-140-535-80-31-00	
976693802	LOWES-Fence stretcher for fence repair	83.34	07/31/2025	530-000-130-518-20-31-09	
986083945	tr LOWES-irrigation supply (01)	319.89	07/31/2025	001-000-010-576-80-31-09	
9862457717	Autodesk Fusion Subscription	92.99	07/31/2025	330-000-000-594-18-60-00	
99539440	Festival Lot Survey - Boosted Post	24.88	07/31/2025	317-000-010-594-76-63-26	
997918871	bo LOWES-sky river drinking fountain (07)	7.46	07/31/2025	001-000-010-576-80-31-09	
AABGXM2GAE	Dilly Bars for June Cake Day (all staff invited)	198.98	07/31/2025	001-000-003-518-10-41-19	
AE7NK2R	CDWG-Network Cable for New City Hall	1,344.53	07/31/2025	330-000-000-594-18-60-01	
AE9Z42L	CDWG-Monitors for New City Hall	3,347.90	07/31/2025	330-000-000-594-18-60-01	
AF1276T	CDW -G - document scanner	312.94	07/31/2025	421-000-130-535-80-31-09	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
AF1276T	CDW -G - document scanner	104.31	07/31/2025	105-000-130-542-30-31-09	
AF1276T	CDW -G - document scanner	312.93	07/31/2025	411-000-130-534-80-31-09	
AF1276T	CDW -G - document scanner	312.93	07/31/2025	431-000-130-531-38-31-00	
B89343	MCDANIELS-Aluminum spray paint	49.15	07/31/2025	105-000-130-542-30-31-09	
G39V	WALMART-Water jugs for crew 25% split	9.82	07/31/2025	411-000-130-534-80-31-08	
G39V	WALMART-Water jugs for crew 25% split	9.82	07/31/2025	105-000-130-542-30-31-08	
G39V	WALMART-Water jugs for crew 25% split	9.83	07/31/2025	431-000-130-531-38-31-08	
G39V	WALMART-Water jugs for crew 25% split	9.82	07/31/2025	421-000-130-535-80-31-08	
G7XTGDD	REGRID-GIS project subscription	10.00	07/31/2025	431-000-130-531-38-41-09	
GETDIRTY20	DOVETAILWORKWEAR-Pants for April	120.29	07/31/2025	431-000-130-531-38-31-08	
H56111/52	COASTAL-Pants for April	65.63	07/31/2025	431-000-130-531-38-31-08	
H56112/52	COASTAL-Water shut off coupling	7.98	07/31/2025	431-000-130-531-38-31-00	
H56145/52	COASTAL-Pants for April (Refund)	-65.63	07/31/2025	431-000-130-531-38-31-08	
H56411/52	COASTAL-Watering supplies	249.39	07/31/2025	431-000-130-531-38-31-00	
I19ZL7QQFR	CITYOFMONROE-CIP5 Demo Permit	235.00	07/31/2025	422-000-120-594-35-65-00	
I19ZL7QQFR	CITYOFMONROE-CIP5 Demo Permit Fee	7.64	07/31/2025	422-000-120-594-35-65-00	
INV101650	bo TURF STAR - parts MW03	301.51	07/31/2025	520-000-130-548-60-31-00	
INV-10224	SWIFTCOMPLY	5,805.00	07/31/2025	510-000-000-518-88-41-18	
JULY 2025	COMCAST - wwtp0659346	168.25	07/31/2025	421-000-140-535-80-41-09	
JULY2025	COMCAST - city backup internet	300.00	07/31/2025	510-000-000-518-88-41-23	
JUNE 2025	comcast - wwtp0659346	153.25	07/31/2025	421-000-140-535-80-41-09	
MNC093513	NCMACHINERY-LD01 cap	2.29	07/31/2025	520-000-130-548-60-41-09	
SI-192453	Rightsystems Fortigate 201G Ha Pair	13,312.54	07/31/2025	510-000-000-518-88-31-00	
SI-192554	Rightsystems Fortinet 10G SFPs and forticonver	1,081.40	07/31/2025	510-000-000-518-88-31-00	
WEB2709570	Grainger - Flashlight Charger	83.38	07/31/2025	001-000-004-521-22-31-02	
WG94196907	Home Depot - Heat Control Window Film (CID)	174.45	07/31/2025	001-000-004-521-22-31-02	
ZGXDQD7ZBJ	DROPBOX-Subscription for GIS Mapping proje	13.25	07/31/2025	431-000-130-531-38-41-09	
	Check Total:	160,411.65			
	Total for Check Run:	160,411.65			
	Total of Number of Checks:	1			

ROUTING SLIP - CHECK APPROVAL

9/9/2025

ROUTED:

FINANCE DIRECTOR
CITY ADMINISTRATOR
MAYOR

CLAIMS:

			Check Numbers
	9/3/2025	$ 409,647.05	104461-104483
	Check Total:	409,647.05	
Date:	9/3/2025	$ 453,737.57	ACH
Date:			
Date:			
Date:			
Date:			
Date:			
	Electronic Total:	$ 453,737.57	
	Total Claims This Period:	863,384.62	

VOIDED CHECK:

		Check Numbers
Date:		
Date:		
Date:		
Date:		
Date:		

APPROVED FOR PAYMENT: AUDIT COMMITTEE

Signed _____ Date: _____
City Councilperson

Signed _____ Date: _____
City Councilperson

Bank Reconciliation

Checks by Date

User: jelsom@monroewa.gov
Printed: 09/03/2025 - 5:26PM
Bank Accounts: Checking
System: AP
Cleared and Not Cleared Checks
Check Date: From 09/03/2025 To 09/03/2025
Print ACH Checks: True

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	9/3/2025	Amanda Johnston	AP		9/ 3/2025	116.96
0	9/3/2025	ARC Architects, Inc	AP		9/ 3/2025	57,268.35
0	9/3/2025	BHC Consultants LLC	AP		9/ 3/2025	3,824.20
0	9/3/2025	Craig Robertson	AP		9/ 3/2025	150.50
0	9/3/2025	GameTime Inc	AP		9/ 3/2025	460.69
0	9/3/2025	Hutchison Law Office	AP		9/ 3/2025	6,600.00
0	9/3/2025	Jason Southard	AP		9/ 3/2025	150.50
0	9/3/2025	Lakeside Industries Inc	AP		9/ 3/2025	2,709.35
0	9/3/2025	Macy Haverly	AP		9/ 3/2025	116.96
0	9/3/2025	NorthStar Chemical Inc.	AP		9/ 3/2025	8,209.42
0	9/3/2025	Patricia Pendry	AP		9/ 3/2025	8.51
0	9/3/2025	Raw Land Construction, LLC	AP		9/ 3/2025	372,880.63
0	9/3/2025	Ryan Irving	AP		9/ 3/2025	1,091.00
0	9/3/2025	Travis Munguia	AP		9/ 3/2025	150.50
104461	9/3/2025	Atwell	AP			64,797.65
104462	9/3/2025	Paula Bewick	AP			216.80
104463	9/3/2025	Bud Clary Chevrolet Cadillac Inc	AP			206,858.64
104464	9/3/2025	Larissa Cangialosi	AP			174.85
104465	9/3/2025	Chain Lake Express Wash, LLC	AP			433.00
104466	9/3/2025	Chicago Title Insurance Co.	AP			2,198.00
104467	9/3/2025	City of Monroe	AP			63,054.00
104468	9/3/2025	Cogent Strategies, LLC	AP			7,500.00
104469	9/3/2025	Paula Cottrell	AP			303.05
104470	9/3/2025	Department of Enterprise Services Printin	AP			218.62
104471	9/3/2025	Function First K9	AP			960.00
104472	9/3/2025	General Code Inc.	AP			1,124.64
104473	9/3/2025	McKenzie Kurfess	AP			129.76
104474	9/3/2025	Moore Iacofano Goltsman, Inc	AP			1,020.00
104475	9/3/2025	NW Playground Equip. Inc	AP			3,412.72
104476	9/3/2025	Phil Olbrechts	AP			1,625.76
104477	9/3/2025	Pacific Air Control Inc	AP			1,357.19
104478	9/3/2025	Ray Sayah	AP			6,440.00
104479	9/3/2025	Snohomish County Human Services Dept	AP			2,927.67
104480	9/3/2025	Snohomish County Sheriffs Office	AP			40,263.29
104481	9/3/2025	Sprague Pest Solutions Inc	AP			257.36
104482	9/3/2025	Trustees of the Hamline University of Mi	AP			302.50
104483	9/3/2025	United States Postal Service USPS-Hasle	AP			4,071.55

Total Check Count: 37

Total Check Amount: 863,384.62

Bank Reconciliation

Disbursement Detail

User: jelsom@monroewa.gov
Printed: 09/03/2025 - 5:29PM
Date Range: 09/03/2025 - 09/03/2025
Systems: 'AP'

Check#	Check Date	Payable To	Purpose	Amount
Fund: 001 General Fund				
0	09/03/2025	Amanda Johnston	Per diem WA Assoc. CE 9/9 - 9/12 - Amanda Johnston	116.96
0	09/03/2025	Craig Robertson	Per diem Honor Guard -Sgt Salas Procession 8/19/2025 - 8/20	150.50
0	09/03/2025	GameTime Inc	Playground Repair (02)	460.69
0	09/03/2025	Hutchison Law Office	5A0566713 5A0425347 2A0665331 3A079301 2A0711796 5	6,600.00
0	09/03/2025	Jason Southard	Per Diem Honor Guared Sgt Salas 8/19 - 8/20 - Jason Southar	150.50
0	09/03/2025	Macy Haverly	Per diem WA Assoc. CE 9/9 - 9/12 - Macy Haverly	116.96
0	09/03/2025	Patricia Pendry	Hand Soap - Patricia Pendry	8.51
0	09/03/2025	Ryan Irving	Tuition Reimbursement 2025 - Ryan Irving	1,091.00
0	09/03/2025	Travis Munguia	Per Diem Honor Guared Sgt Salas 8/19 - 8/20 -Travis Mungui	150.50
104465	09/03/2025	Chain Lake Express Wash, LLC	Patrol Vehicle Wash - July 2025	433.00
104468	09/03/2025	Cogent Strategies, LLC	Professional Fees - Aug 2025 - Cogent Strategies	7,500.00
104470	09/03/2025	Department of Enterprise Services Printir	Envelopes - Court	218.62
104471	09/03/2025	Function First K9	K9 Maintenance Training	960.00
104472	09/03/2025	General Code Inc.	Muncipal code Web Update	1,124.64
104474	09/03/2025	Moore Iacofano Goltsman, Inc	monroe 2024 Comp Plan	1,020.00
104475	09/03/2025	NW Playground Equip. Inc	Slide (02)	3,412.72
104476	09/03/2025	Phil Olbrechts	July 2025 Hearing examiner fees PD - Obrechts	904.50
104479	09/03/2025	Snohomish County Human Services Dept	Liquor Profits & Excise Taxes 2nd QTR	2,927.67
104480	09/03/2025	Snohomish County Sheriffs Office	Medical Fees July 2025	40,263.29
104483	09/03/2025	United States Postal Service USPS-Hasle	Postage Meter Repleshment	3,085.23
			Total for Fund:001 General Fund	70,695.29
Fund: 105 Streets				
0	09/03/2025	Lakeside Industries Inc	Asphalt & Tack Bucket	2,709.35
			Total for Fund:105 Streets	2,709.35
Fund: 318 Streets CIP Fund				
104461	09/03/2025	Atwell	2025 ARM - Atwell	64,797.65
104466	09/03/2025	Chicago Title Insurance Co.	Tjerne Phase III- Chicago Title	2,198.00

Check#	Check Date	Payable To	Purpose	Amount
			Total for Fund:318 Streets CIP Fund	66,995.65
Fund: 330 Building Capital				
0	09/03/2025	ARC Architects, Inc	Municpal Campus Master Plan - ARC	57,268.35
			Total for Fund:330 Building Capital	57,268.35
Fund: 411 Water Maintenance & Operations				
0	09/03/2025	BHC Consultants LLC	Water System Modeling & CFP Update - BHC	3,824.20
104462	09/03/2025	UB Refund	Refund Check 017837-000, 13633 198th Ave SE	61.97
104464	09/03/2025	UB Refund	Refund Check 021814-000, 11433 211th Ave SE	174.85
104469	09/03/2025	UB Refund	Refund Check 021981-000, 15235 172nd Ave SE	72.25
104483	09/03/2025	United States Postal Service USPS-Hasle	Postage Meter Repleshment	787.82
			Total for Fund:411 Water Maintenance & Operations	4,921.09
Fund: 412 Water Capital Projects				
0	09/03/2025	Raw Land Construction, LLC	Sumac Utility Improvements - Raw Land Construction	119,321.80
			Total for Fund:412 Water Capital Projects	119,321.80
Fund: 421 Sewer Maintenance & Operations				
0	09/03/2025	NorthStar Chemical Inc.	Sodium Hydroxide and Hypochlorite	8,209.42
104462	09/03/2025	UB Refund	Refund Check 017837-000, 13633 198th Ave SE	123.63
104469	09/03/2025	UB Refund	Refund Check 021981-000, 15235 172nd Ave SE	184.30
104473	09/03/2025	UB Refund	Refund Check 021075-000, 12922 173rd Dr SE	103.62
104483	09/03/2025	United States Postal Service USPS-Hasle	Postage Meter Repleshment	99.25
			Total for Fund:421 Sewer Maintenance & Operations	8,720.22
Fund: 422 Sewer Capital Projects				
0	09/03/2025	Raw Land Construction, LLC	Sumac Utility Improvements - Raw Land Construction	253,558.83
104467	09/03/2025	City of Monroe	Commercial Permit # 11608 - WWTP CIP5	63,054.00
			Total for Fund:422 Sewer Capital Projects	316,612.83
Fund: 431 Stormwater Maint & Operations				
104462	09/03/2025	UB Refund	Refund Check 017837-000, 13633 198th Ave SE	31.20
104469	09/03/2025	UB Refund	Refund Check 021981-000, 15235 172nd Ave SE	46.50
104473	09/03/2025	UB Refund	Refund Check 021075-000, 12922 173rd Dr SE	26.14
104482	09/03/2025	Trustees of the Hamline University of Mi	Adopt A Drain	302.50
104483	09/03/2025	United States Postal Service USPS-Hasle	Postage Meter Repleshment	99.25
			Total for Fund:431 Stormwater Maint & Operations	505.59

Check#	Check Date	Payable To	Purpose	Amount
Fund: 520 Equipment & Fleet Management				
104463	09/03/2025	Bud Clary Chevrolet Cadillac Inc	PT38 Purchase	206,858.64
			Total for Fund:520 Equipment & Fleet Management	206,858.64
Fund: 530 Facilities Management				
104477	09/03/2025	Pacific Air Control Inc	Unit Bid HVAC	1,357.19
104481	09/03/2025	Sprague Pest Solutions Inc	Augusst Pest Control	257.36
			Total for Fund:530 Facilities Management	1,614.55
Fund: 631 Agency Fund				
104476	09/03/2025	Phil Olbrechts	Feb 2025 Hearing examiner fees - Obrechts	721.26
104478	09/03/2025	Ray Sayah	Refund Hearing Examiner Services - Ray Sayah	6,440.00
			Total for Fund:631 Agency Fund	7,161.26
			Grand Total	863,384.62

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Jodi Wycoff, City Clerk
Department: Clerk

SUBJECT: Monroe City Council Meeting Minutes of July 22, 2025

REQUESTED ACTION:
Move to approve the City Council meeting minutes of July 22, 2025 through adoption of the consent agenda.

POLICY CONSIDERATIONS:
n/a

DESCRIPTION/BACKGROUND:
n/a

FISCAL IMPACTS:
n/a

TIME CONSTRAINTS:
n/a

ALTERNATIVES TO REQUESTED ACTION:
Do not approve and direct staff to areas of concern.

ATTACHMENTS:
20250722_MCC Minutes - draft

MONROE CITY COUNCIL

Regular Business Meeting
Tuesday, July 22, 2025 7:00 P.M.
Monroe School District Administration Building
and
Zoom Online Meeting Platform

DRAFT MINUTES

Mayor
Geoffrey Thomas

Councilmembers
Heather Fulcher, Mayor Pro Tem;
Jason Gamble; Kevin Hanford;
Kirk Scarboro; Tami Beaumont;
Kyle Fisher & Jacob Walker
mailto:councilmembers@monroewa.gov

Pursuant to Council Rules of Procedure and the 2022 Open Public Meetings Act update, the Monroe City Council meeting was held in a hybrid format.

1. CALL TO ORDER

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

2. ROLL CALL

Councilmembers present: Hanford, Scarboro, Fulcher, Beaumont, Gamble, Fisher, and Walker. Councilmember Fisher attended remotely.

Staff present:
Knight, Warthan, Roberts, Jolley, Elsom, Bailey, McKorkle, Simonson, Edwards, Ottow, Doherty, M. Darrow, and City Attorney Lell.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Beaumont.

4. PUBLIC COMMENTS

There were no public comments.

5. ANNOUNCEMENTS/PRESENTATIONS

5.1 – Proclamation: Purple Heart Day

Mayor Thomas read aloud a proclamation recognizing August 7, 2025 as Purple Heart Day and presented the proclamation to members of Ward Roney Jr. VFW Post 7511.

5.2 – Confirmation of Parks and Recreation Director Appointment

Ben Warthan, Human Resources Director, gave a brief review of Kevin Teague's work history and stated that Mayor Thomas is requesting confirmation of the appointment.

***Motion**: Councilmember Walker moved to* confirm the Mayor's appointment of Kevin Teague as the Parks and Recreation Director; appointment effective September 2, 2025*. Councilmember Gamble seconded. The motion carried 7-0.*

6. CONSENT AGENDA

6.1 Approve June 2025 payroll claims.

6.2 Approve AP/ACH Claims through July 22, 2025.

6.3 Approve City Council minutes of July 8, 2025 and July 15, 2025.

6.4 Approve Contract No. 2025-075, and authorize the Mayor or his designee to sign the ILA with the Washington State Criminal Justice Training Commission (WSCJTC) for an Employee Wellness Grant Award.

6.5 Approve Contract No. 2025-076 and authorize the Mayor or his designee to sign the ILA with Washington State University for the legislatively mandated Washington State Data Exchange for Public Safety (WADEPS) Program.

6.6 Receive the 2025 Mid-Year Strategic Plan Progress Report.

6.7 Approve Resolution No. 2025-013 updating the Anti-Harassment and Anti-Violence Policy to enhance clarity, accessibility, and alignment with City standards; and authorize staff to make necessary changes to the employee handbook, updating policy appendices.

6.8 Approve Resolution No. 2025-017, amending the City of Monroe Procurement Policies and Procedures to include a new Section 7.1 related to the purchase and use of logo apparel and branded merchandise by employees and elected officials.

6.9 Approve Amendment No. 1 to Interlocal Agreement (Monroe contract no. 003-2021) between the City of Monroe and Snohomish County to provide information services.

6.10 Authorize the Mayor to sign Interlocal Agreement No. 2025-077 with Snohomish School District for the Collection, Distribution, and Expenditure of Impact Fees.

***Motion**: Councilmember Walker moved to* approve the consent agenda as provided in the packet*. Councilmember Beaumont seconded. The motion carried 7-0.*

7. EXECUTIVE SESSION

Mayor Thomas noted the need for an executive session and provided the following information:

The City Council will convene an **executive session for the purpose of discussing potential litigation pursuant to RCW 42.30.110(1)(i) for 10 minutes.**

7:07 p.m. – City Council went into executive session for 10 minutes

In attendance at executive session: Councilmembers Fulcher, Beaumont, Hanford, Walker, Gamble, Fisher, Scarboro; Mayor Thomas, and staff members Knight, M. Darrow, Roberts, Ottow, and City Attorney Lell.

7:17 p.m. – Executive session was extended in increments for a total of 24 minutes.

7:41 p.m. – the Council meeting reconvened.

8. NEW BUSINESS

8.1 – Republic Services Comprehensive Solid Waste Collections Contract Status Review

Jakeh Roberts, Public Works Director, briefly reviewed the history of the contract with Republic and the recent labor strike. Mayor and Councilmembers expressed their concerns related to how things were handled by Republic during the strike including communication issues. Council commended staff for attempting to respond to the issue by hosting a garbage drop-off event and stated that residents should receive credit for missed pick-ups. After discussion, there was consensus to draft a letter to Republic expressing concerns and request additional information about how Republic was in compliance with the contract with respect to their response to the strike. Council also expressed interest in going out for a request for proposals (RFP) for a new garbage contract when the current contract expires.

***Motion**: Councilmember Gamble moved to* provide direction to the Mayor and staff to begin the process of doing an RFP [request for proposal] for another garbage service provider including an informational session in September*. Councilmember Scarboro seconded. The motion carried 7-0.*

8.2 – Criteria for reviewing Lodging Tax Funding Applications

Liam McKorkle, Management Analyst, reviewed the criteria that the Lodging Tax Advisory Board is recommending to be used when reviewing applications for Lodging Tax funding.

***Motion**: Councilmember Beaumont moved to* approve the Lodging Tax Advisory Committees recommendation to establish a formalized criteria for reviewing Lodging Tax Funding applications. *Councilmember Hanford seconded. The motion carried 7-0.*

9. COUNCILMEMBER REPORTS

Councilmembers reported on recent and upcoming meetings and events they attended, and thanked staff for their work on the events as well as the garbage drop-off event that occurred as a response to the recent Republic Services strike.

10. STAFF/DEPARTMENT REPORTS –

10.1 – Public Works Department

Jakeh Roberts, Public Works Director, reviewed the July 2025 report as provided in the packet.

10.2 – Human Resources and Information Technology

Alli Edwards, Management Analyst, and Ben Warthan, HR/IT Director, reviewed the July 2025 reports as provided in the packet.

10.3 – Community Development

Lance Bailey, Community Development Director, reviewed the May and June 2025 reports as provided in the packet.

10.4 – Economic Development

Patrick Doherty, Economic Development Consultant, reviewed the First and Second Quarter 2025 reports as provided in the packet.

10.5 – Finance Department

Julie Elsom, Finance Director, reviewed the June 2025 report as provided in the packet.

11. ADMINISTRATIVE/MAYOR REPORTS

11.1 – Extended Agenda

Deborah Knight, City Administrator, reviewed the extended agenda as presented in the meeting packet.

11.2 - City Administrator Report

Deborah Knight, City Administrator, reminded Council of upcoming meetings and events and commended Parks staff on maintenance of medians along Lewis Street and Main Street.

11.3 – Mayor's Report

Mayor Thomas said that there are vacancies on the Parks Board and reiterated discussions on the issues with the Republic contract.

12. EXECUTIVE SESSION

Mayor Thomas noted the need for an executive session and provided the following information:

The City Council will convene an **executive session for the purpose of discussing potential litigation pursuant to RCW 42.30.110(1)(i) for 10 minutes.**

9:00 p.m. – City Council went into executive session for 10 minutes

In attendance at executive session: Councilmembers Fulcher, Beaumont, Hanford, Walker, Gamble, Fisher, Scarboro; Mayor Thomas, and staff members Knight, Adams, and City Attorney Lell.

9:10 p.m. – Executive session was extended 5 minutes.

9:15 p.m. – the Council meeting reconvened.

13. ADJOURNMENT

There being no further business, and no objections, Mayor Thomas adjourned the meeting.

MEETING ADJOURNED: 9:15 p.m.

_____ _____

Geoffrey Thomas, Mayor Jodi Wycoff, City Clerk

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Liam McKorkle, Management Analyst

Department: Executive

SUBJECT: Award of Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Grant Funds

REQUESTED ACTION:

Move to accept FY2026 Simple Possession and Advocacy grant award and Authorize the Mayor or their designee to sign Grant Agreement No. GRT26022, Washington State Office of Public Defense Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement (Monroe contract No. 2025-078).

POLICY CONSIDERATIONS:

United States and Washington State law requires the City of Monroe to provide public defense services to indigent defense clients, including those charged with simple possession and substance abuse.

DESCRIPTION/BACKGROUND:

Background

On June 25, 2025, the City of Monroe applied for Office of Public Defense (OPD) Simple Possession Advocacy and Representation Program (SPAR) grant funding in order to reimburse city expenses on public defense cases relating to simple possession charges. The funding period is from July 1, 2025 to June 30, 2026

The City requested $27,500. This amount would have covered the anticipated public defense expenses on possession charges in 2025 (~50 cases) at an average rate of $550 per case.

On July 17, 2025, the City was notified that OPD selected the City of Monroe to receive $11,000 of SPAR funding for FY2026. OPD noted funding for this program had been reduced by the legislature by 80% since the previous year, leading to less funding available for jurisdictions. No city received their full asking amount.

Simple Possession Advocacy and Representation Program (SPAR)

Revised Code of Washington (RCW) 2.70.200 authorizes Washington State's Office of Public Defense (OPD) to reimburse localities for eligible public defense cost related to public defense representation of simple drug possession or public use charges in courts of limited jurisdictions. SPAR funds are distributed to localities in the form of competitive grants.

Funding must be used to provide individuals with consultation and representation on qualifying cases in courts of limited jurisdiction. Permissible use of funding includes reimbursement for compensation for attorney and support staff time devoted to such consultation and representation (including some RALJ appeals), compensation for defense social service worker time supporting public defense clients, reimbursement for investigation costs on qualifying cases, reimbursement for out-of-court interpreter costs, reimbursement for expert services related to qualifying offenses, pre-approved training costs, and some other pre-approved indirect staff costs. Qualifying cases are defined as a misdemeanor offense under RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge of a misdemeanor offense under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

SPAR grant funds are distributed on a reimbursement basis. SPAR funding is separate from RCW 10.101 OPD Public Defense Improvement Program (PDIP) funding where the City of Monroe is has already been awarded $22,000 in 2023-2025 to help fund an imbedded social worker with in our Public Defense Contract.

FISCAL IMPACTS:

The grant award would allow the City to reimburse up to $11,000 for public defense expenses on qualifying cases from July 1, 2025 to June 30, 2026. Grant funding will partially help the City offset increasing costs for Public Defense.

A negligible amount of administrative staff time will be required to monitor the grant and submit the data required for reimbursement.

The City is also reapplying for FY26 RCW 10.101 PDIP funds in order to further offset increasing public defense costs and continue to support the social worker within our Public Defense Contract.

TIME CONSTRAINTS:

Council approval is requested in order to begin receiving reimbursement for eligible expenses.

ALTERNATIVES TO REQUESTED ACTION:

Do not accept FY2026 OPD SPAR Grant Funding.

ATTACHMENTS:

Monroe City of - SPAR Funding Agreement - GRT26022

Agreement No. GRT26022

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** City of Monroe 806 W Main St Monroe, WA 98272	**2. Recipient Representative** Deborah Knight City Administrator City of Monroe 806 W Main St Monroe, WA 98272
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $11,000.00	6. **Agreement Period** July 1, 2025 through June 30, 2026
7. **Purpose** The purpose of this Agreement is to provide partial reimbursement to City of Monroe (Recipient) for the cost of providing high-quality indigent defense services for defendants facing charges of simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of simple possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with RCW 2.70.200.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Exhibit A, Special Terms and Conditions, and Exhibit B, General Terms and Conditions.	
FOR RECIPIENT _____ Deborah Knight, City Administrator _____ Date	**FOR OPD** _____ Grace O'Connor, Supervising Attorney _____ Date

EXHIBIT A: SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.

   b) The Representative for OPD and their contact information is identified on the Face Sheet of this Agreement.

   c) The Representative for Recipient and their contact information is identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Section 4 of this Exhibit A, Terms of Reimbursement, OPD shall reimburse for authorized expenses as identified in Section 7 of this Exhibit A, Authorized Reimbursable Expenses.

   b) OPD will subtract from reimbursement amounts where Recipient or Recipient's court has assessed a cost of counsel against an indigent defendant and the indigent defendant has either signed a promissory note for that amount, or had a fee imposed at sentencing for this purpose. Recipient shall report such assessed costs to OPD.

3. **MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $11,000.00 for the period of this Agreement.

   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices, and sufficient documentation supporting the invoices. Recipient shall submit invoices to the Representative for OPD subject to the invoicing schedule included in subsection (h) of this Section 4.

   b) OPD will provide an invoice form to Recipient. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a compensation worksheet, case numbers during the invoice time period, and proof that the requested expenses were paid by Recipient. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to Recipient via the default payment

method associated with Recipient's Statewide Vendor Number SWV0013137-00.

d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

f) Recipient shall report whether it will be unable to spend the maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to increase the maximum reimbursement amount. Any request to increase the maximum amount will be subject to Section 3(b) of this Exhibit A. OPD reserves the right to amend this agreement to reduce the maximum reimbursement amount set forth in Section 3(a) of this Exhibit A, and reallocate unspent funds to other jurisdictions, if Recipient's invoicing indicates it will be underspent.

g) Reimbursable expenses must be incurred between July 1, 2025 and June 30, 2026. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) Recipient shall invoice OPD at least quarterly, but no more than once per month, according to the following schedule:
    1. Known expenses for July 1 through September 30, 2025 shall be submitted by November 1, 2025;
    2. Known expenses for October 1 through December 31, 2025 shall be submitted by February 1, 2026;
    3. Known expenses for January 1 through March 31, 2026 shall be submitted by May 1, 2026; and
    4. Known expenses for April 1 through June 30, 2026 shall be submitted by July 15, 2026.

i) OPD understands Recipients contractors may not bill Recipient timely and that Recipient may not be aware of expenses in a particular quarter until after the submission deadline has passed. OPD will reimburse for invoices submitted outside the schedule outlined in Section 4(h) of this Exhibit A, except for and subject to the limitation set for in Section 4(j) of this Exhibit A.

j) OPD's fiscal year runs from July 1, 2025 to June 30, 2026. Recipient must submit invoices for costs incurred during the grant period by July 15, 2026 or expenses may not be reimbursed. OPD makes no guarantee of reimbursement for eligible expenses invoiced after August 1, 2026.

5. **DUPLICATION OF BILLED COSTS**
Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**
Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

Recipient is authorized to seek reimbursement up to the maximum amount set forth in Section 3 of this Exhibit A, for the following costs, subject to the provisions in Sections 2 and 4 of this Exhibit A:

a) Compensation for attorney Representation on Qualifying Cases;
b) Compensation for attorney Consultation on Qualifying Cases;
c) Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
d) Investigation costs associated with Qualifying Cases;
e) Expert services where the scope of the expert's expertise is related to a Qualifying Charge;
f) Interpreter costs (out-of-court) on Qualifying Cases;
g) Pre-approved training events for attorneys and defender professional staff;
h) Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) where the RALJ appeal contains an issue for review arising from a Qualifying Charge; and
i) Other indirect costs necessary to providing representation or consultation if pre-approved by OPD.

8. **OVERSIGHT**

Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city or county representatives.

9. **DEFINITIONS**

a) "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea or trial. Examples include, but are not limited to, stipulated continuances, deferrals, Specialty or Therapeutic courts, Pre-file Diversion programs, or Pre-trial Diversion programs.

b) "Consultation" means consultation for a Client prior to assignment of counsel at first appearance or arraignment. Consultation also means advising a Client on Pre-File or Pre-Trial Diversion options. Consultation also means advising a Client during the pendency of pre-trial Diversion.

c) "Client" means an indigent individual facing a pending charge or charged with a Qualifying Charge in a court of limited jurisdiction.

d) "Pre-File Diversion" means an opportunity for a Client to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the Client. Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e) "Pre-Trial Diversion" means an opportunity for a Client to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f) "Qualifying Charge" means a charge of violating RCW 69.50.4011(1)(b) or (c), 69.50.4013, 69.50.4014, 69.41.030(2), (b), or (c); or a charge under a local ordinance involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug.

g) "Qualifying Case" means a proceeding filed against a Client in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h) "Representation" means appointment to represent Clients in Qualifying Cases, including but not limited to appearance at arraignment, pre-trial appearances, motions, sentencings, status conferences, review hearings, client conferences, and preparation for trial. Representation also means appointment to represent Clients for Alternatives to Prosecution, including on motions to terminate Clients from Alternatives to Prosecution.

i) "Specialty or Therapeutic Court" means a court utilizing a program structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

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

a) Applicable federal and state of Washington statutes, regulations, and court rules
b) Exhibit A, Special Terms and Conditions
c) Exhibit B, General Terms and Conditions

EXHIBIT B: GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**
    Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
14. **RIGHT OF INSPECTION**
    At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.
15. **SEVERABILITY**
    If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.
16. **SUSPEND OR TERMINATE FOR NON-AVAILABILITY OF FUNDS**
    In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, OPD, at its sole discretion, may elect to suspend or terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions.
17. **WAIVER**
    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Deborah Knight, City Administrator
Department: Executive

SUBJECT: Participation in the Latest Opioid Settlement Agreements – Purdue Pharma and Generic Manufacturers

PREVIOUS DISCUSSION:

09/20/2022 One Washington Distributor Settlement
04/11/2023 Pharmacy & Manufacturer Settlements
04/23/2024 Johnson and Johnson Settlement
07/23/2024 Kroger Settlement

REQUESTED ACTION:

I move to authorize the Mayor to execute all necessary documentation to participate in the Purdue Pharma and Generic Manufacturer opioid settlement agreements and to take all actions necessary to ensure the City's compliance and eligibility for funding.

POLICY CONSIDERATIONS:

To ensure the City of Monroe receives opioid settlement funds as outlined by the One Washington Memorandum of Understanding, authorize the Mayor to execute all necessary participation forms to join the opioid settlement agreements with:

1. Purdue Pharma and the Sackler family, and
2. Eight generic opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus),

Participation affirms the City's continued commitment to addressing the opioid crisis and aligns with previous Council-approved participation in similar national and state-level settlements.

The City must complete and submit a Settlement Participation Form by September 30, 2025, to participate in, and be eligible to receive compensation under the Settlement Agreement (Attachment 1).

DESCRIPTION/BACKGROUND:

Description

Washington State has secured new settlements as part of the ongoing litigation against companies involved in the opioid epidemic:

- Purdue Pharma/Sackler Family Settlement: $105.6 million to Washington State, payable over 15 years.
- Generic Manufacturers Settlement: Up to $16.7 million from eight manufacturers, payable over varied timeframes (1–10 years).

To receive funding, cities and counties with a population over 10,000 (based on 2019 U.S. Census estimates) must sign the agreements. Funds will be split 50/50 between the state and local governments. Of the state's share, 20% will be allocated to tribal governments.

The deadline to participate in the Purdue settlement is September 30, 2025. Participation in all settlements by this date is strongly encouraged to ensure maximum funding statewide. If too few jurisdictions participate, settlement agreements may be voided.

Funds received must be used for opioid abatement and remediation, which includes prevention, treatment, harm reduction, and services targeting vulnerable populations such as pregnant women and youth affected by opioid use.

The City of Monroe has allocated opioid settlement funding to support the Evergreen Health Recovery scholarship bed.

Background

At its April 26, 2022, meeting, the City Council approved the City's execution of the One Washington Memorandum of Understanding (MOU), which established an allocation structure for distributing future settlement funds between participating Washington cities in the event of a judgment or settlement in the ongoing opioid litigation.

Since then, Washington State has settled its case against three opioid distributors (AmerisourceBergen, Cardinal Health, and McKesson).

Washington State then reached a settlement with McKesson Corp., Cardinal Health Inc., and AmerisourceBergen Drug Corp. which split $430 million between the State and Washington cities and counties. The City Council authorized the Mayor to sign the participation form and original Allocation Agreement in September 2022.

In 2023, the City was notified that Washington was joining multistate resolutions with five companies: CVS, Walgreens, Walmart, Teva, and Allergan. The City Council authorized the Mayor to sign and join these five proposed national opioid settlements with CVS, Walgreens, Walmart, Teva, and Allergan on April 11, 2023.

The City Council then approved the settlement agreement with Johnson & Johnson on April 23, 2024 and Kroger on July 23, 2024.

FISCAL IMPACTS:

The Attorney General's Office started a sign-on process on July 28, 2025, for city and county governments across Washington to join the Purdue and generic manufacturer settlement of up to $122.2 million.

Under this new settlement, Monroe would receive a total of $1,025,326 over 15 years, or approximately $68,355 per year. This amount reflects Monroe's allocation of 0.1772% of the total settlement.

These funds will be distributed over a 15-year period and are restricted for use in opioid remediation efforts as outlined in the One Washington Memorandum of Understanding.

Approved strategies include:

- Improving and expanding treatment for opioid use disorder;
- Supporting individuals in treatment and recovery, including providing comprehensive wrap-around services to individuals with opioid use disorder, including housing, transportation, education, job placement, job training or childcare;
- Addressing the needs of pregnant women and their families, including those with babies with neonatal disorder;
- Preventing opioid misuse, overprescribing and overdoses through, among other strategies, school-based and youth-focused programs, public education campaigns, increased availability and distribution of naloxone and other drugs that treat overdoses, additional training and enhancements to the prescription drug monitoring program; and
- Supporting first responders.

TIME CONSTRAINTS:

September 30, 2025, is the deadline to join the Purdue settlement. Generic manufacturer deadlines are forthcoming but expected shortly after the Purdue deadline. Timely participation maximizes both the City's individual share and Washington's collective funding potential.

ALTERNATIVES TO REQUESTED ACTION:

- Do not participate in the settlements. This would forfeit Monroe's eligibility to receive any funds under these agreements and may jeopardize overall funding availability statewide.

- Defer action. While this allows for further review, delay increases the risk of missing the participation deadline and may reduce the effectiveness of the City's abatement efforts.

ATTACHMENTS:

Purdue_Direct_Settlement_-_C 08.01.25
Purdue and Generic Manufacturers_Participation_Release_Form_20250728

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New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Monroe city, WA
Reference Number: CL-1738793

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN A NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

Please note that this notice and package pertain only to the Purdue/Sackler family settlement. You should expect to receive information about joining another separate recent set of multi-state opioids settlements with eight additional opioids manufacturers under separate cover.

The proposed settlement at issue here is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by states, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for states and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Washington, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims; and
- The *Allocation Agreement IV*, which splits the Washington share between the State and its local governments, similar to prior opioid settlements.

The *Participation Form* and *Allocation Agreement IV* must be executed, without alteration, and submitted on or before September 30, 2025, in order

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for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form*, *Allocation Agreement IV*, and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* and *Allocation Agreement IV* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form* and *Allocation Agreement IV*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed

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Participation Form and *Allocation Agreement IV* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* and *Allocation Agreement IV* using DocuSign, the signed *Participation Form* and *Allocation Agreement IV* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form* and *Allocation Agreement IV*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the bankruptcy plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form* and *Allocation Agreement IV*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Washington Attorney General's Office, Complex Litigation Division at comopsettlements@atg.wa.gov or call Jeff Rupert, Division Chief, at 206-389-2116.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Monroe city	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS, AND CERTAIN OPIOID MANUFACTURERS

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the "Allocation Agreement IV") governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State ("Local Governments") against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the "Purdue Plan") , including and amendments thereto and all "Plan Documents" as defined therein, if the "Effective Date" as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties' Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the "Purdue Bankruptcy and Sackler Direct Claims Settlement").

- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Alvogen Settlement").

- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Amneal Settlement").

- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Apotex Settlement").

- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Hikma Settlement").

- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Indivior Settlement").

- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Mylan Settlement").

- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Sun Settlement")

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- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Zydus Settlement")

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as "the Settlements". The Settlements can be accessed at https://nationalopioidsettlement.com/ and the Purdue Plan can be accessed at https://restructuring.ra.kroll.com/purduepharma/Home- DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&AttributeName=Plan%20%26%20Disclosure%20Statement.The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.

2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:

   A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.

   B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the "Effective Date" as defined in the Purdue Plan has occurred.

   C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement IV.

   B. The Local Government must do the following:

      i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

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ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":

A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, "Washington Distributions") that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington's State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State's Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

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Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.

D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

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6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.

7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives $1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.

10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

    A. Fifty percent (50%) to the State of Washington ("State Share").

    B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.

12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

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A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.

B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.

C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.

D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IVi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

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G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from a Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

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the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.

15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.

17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

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18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.

19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

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FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General

JEFFREY G. RUPERT
Division Chief

Date: 7-24-2025

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FOR THE PARTICIPATING LOCAL GOVERNMENT:

Monroe city, WA
Reference Number: CL-1738793

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT 1

One Washington Memorandum of Understanding Between Washington Municipalities

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ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

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5. "Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. "National Settlement Agreements" means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. "Opioid Abatement Council" shall have the meaning described in Section C below.

9. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate) or "Parties."

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. "Regional Agreements" shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. "Settlement" shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. "Settlement" expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

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15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

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drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

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made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

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redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

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ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

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6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

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Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

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8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

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shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

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This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

_____

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

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EXHIBIT A

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

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or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

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3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

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4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

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17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

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4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

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5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

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b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

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address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

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strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

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EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

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EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

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EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties B-4

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

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EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

*** - Local Government appears in multiple counties B-6

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties B-10

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

Exhibit C

Docusign Envelope ID: E8A84613-405C-4F87-9084-E31EC2AB3CA3

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Alvogen Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.

10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Amneal Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.

10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Apotex Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.

10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Apotex Settlement.

11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Hikma Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.

10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Indivior Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.

10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would

materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Mylan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.

10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Mylan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Mylan Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Mylan Settlement in any respect, the Mylan Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Sun Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.

10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Sun Settlement.

11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated [date] ("*Zydus Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/additional-settlements/.

3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement.

The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.

10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Zydus Settlement.

11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY THE PURDUE BANKRUPTCY, SACKLERS, AND CERTAIN OPIOID MANUFACTURERS

JULY 24, 2025

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by the Purdue Bankruptcy, Sacklers, and Certain Opioid Manufacturers (the "Allocation Agreement IV") governs the distribution of funds obtained from (1) the Purdue Bankruptcy and Sackler Direct Claims Settlement, (2) the Alvogen Settlement, (3) the Amneal Settlement, (4) the Apotex Settlement, (5) the Hikma Settlement, (6) the Indivior Settlement, (7) the Mylan Settlement, (8) the Sun Settlement, and (9) the Zydus Settlement in connection with the resolution of any and all claims by the State of Washington and the eligible counties, cities, and towns in Washington State ("Local Governments") against the Settling Entities defined in the respective Settlement Agreements via the following settlements and bankruptcy plan of reorganization:

- (1) The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the "Purdue Plan") , including and amendments thereto and all "Plan Documents" as defined therein, if the "Effective Date" as defined therein has occurred; (2) the Master Settlement Agreement By and Among the Master Disbursement Trust, Each of the Parties Listed On Exhibit A Hereto, Each of the Parties Listed on Exhibit B Hereto, the Sackler Parties' Representative and PR L.P. and any subsequent amendments, and (3) Government Entity & Shareholder Direct Settlement Agreement and any subsequent amendments (collectively, the "Purdue Bankruptcy and Sackler Direct Claims Settlement").

- Alvogen Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Alvogen Settlement").

- Amneal Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Amneal Settlement").

- Apotex Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Apotex Settlement").

- Hikma Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Hikma Settlement").

- Indivior Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Indivior Settlement").

- Mylan Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Mylan Settlement").

- Sun Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Sun Settlement")

- Zydus Settlement Agreement dated April 4, 2025 and any subsequent amendments ("Zydus Settlement")

Collectively, the Purdue Bankruptcy and Sackler Settlement, Alvogen Settlement, Amneal Settlement, Apotex Settlement, Hikma Settlement, Indivior Settlement, Mylan Settlement, Sun Settlement, and the Zydus Settlement shall be referred to as "the Settlements". The Settlements can be accessed at https://nationalopioidsettlement.com/ and the Purdue Plan can be accessed at https://restructuring.ra.kroll.com/purduepharma/Home-DocketInfo?DocAttribute=4218&DocAttrName=PlanDisclosureStatement&MenuID=9013&AttributeName=Plan%20%26%20Disclosure%20Statement.The terms and definitions of each of the respective Settlements are incorporated into this Allocation Agreement IV, and any undefined terms in this Allocation Agreement IV are as defined in the Settlements.

1. This Allocation Agreement IV is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement IV shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.

2. This Allocation Agreement IV shall become effective with respect to a Settlement only if all of the following occur:

   A. The State of Washington joins such Settlement and becomes a Settling State as provided for in the respective Settlement and, with respect to the Purdue Bankruptcy and Sackler Settlement the State of Washington votes in favor of the Purdue Plan or does not vote against the Purdue Plan, and does not object to the confirmation of the Purdue Plan.

   B. Such Settlement becomes final and effective and a Consent Judgment that applies to Washington is filed and approved as provided for in the respective Settlement. For the Purdue Bankruptcy, the "Effective Date" as defined in the Purdue Plan has occurred.

   C. The number of Local Governments that execute and return this Allocation Agreement IV satisfies the participation requirements for a State-Subdivision Agreement as specified in such Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement IV with respect to any one of the Settlements, a Local Government must do all of the following:

   A. The Local Government must execute and return this Allocation Agreement IV.

   B. The Local Government must do the following:

      i. Release its claims against the Settling Entities identified in the respective Settlements and agree to be bound by the terms of the

Settlements by timely executing and returning the Participation Form for that Settlement and any other necessary documents.

ii. Additionally, for the Purdue Bankruptcy and Sackler Direct Claims Settlement, either (1) vote in favor of or (2) abstain from voting on the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, and (3) not object to the confirmation of the Purdue Plan.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each Local Government that is eligible to participate in this Allocation Agreement IV has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 1. By executing this Allocation Agreement IV, the Local Government agrees and affirms that the MOU applies to and shall govern the LG Share, as defined below, as modified by this Allocation Agreement IV for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. The allocations set forth in this Allocation Agreement IV apply to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":

A. For the Purdue Bankruptcy and Sackler Settlement, all amounts (collectively, "Washington Distributions") that are apportioned to Washington as Estate Distributions or from the Shareholder Direct Settlement Portion, including, without limitation, those to Washington's State Fund, Remediation Accounts Fund, Subdivision Fund, Direct Payment, Earned Direct Payment, and Estate Distributions for Washington and all Participating Local Governments for the Purdue Bankruptcy and Sackler Settlement, *provided*, however, that for the purposes of the allocations set forth in this Allocation Agreement IV, Washington Distributions shall not include State's Fees and Costs (as defined below). This Allocation Agreement IV shall be considered a State-Subdivision

Agreement under the Government Entity & Shareholder Direct Settlement Agreement.

B. For the Alvogen Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

C. For the Amneal Settlement, the State of Washington's (1) State Allocation and (2) Additional Remediation Amount.

D. For the Apotex Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

E. For the Hikma Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

F. For the Indivior Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

G. For the Mylan Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

H. For the Sun Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

I. For the Zydus Settlement, the State of Washington's (1) Statewide Payment Amount and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary depending on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The (1) Amneal Settlement, (2) Hikma Settlement, and (3) Indivior Settlement each provide the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value as specified in those Settlements of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product for each of those Settlements. If the State elects to obtain Settlement Product for a particular Settlement, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement IV, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash conversion value assigned to it in the respective Settlement Agreements, *i.e.*, the "Settlement Product Cash Conversion Amount" or the "Cash Conversion Amount" identified in those settlements.

6. The allocations set forth in this Allocation Agreement IV do not apply to (i) the State Cost Fund, State AG Fees and Costs, State Expense Fund, State AG Fees, State Direct Expenses, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or via Fee Petitions or that are paid directly or indirectly via the Settlements or court order to the State of Washington and/or its outside counsels ("State's Fees and Costs") or to (ii) any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan, which provides for a Local Government Fee Fund.

7. This Allocation Agreement IV and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement IV combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives $1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement IV shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement IV and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.

10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

    A. Fifty percent (50%) to the State of Washington ("State Share").

    B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 1 as amended and modified in this Allocation Agreement IV.

12. For purposes of this Allocation Agreement IV only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

A. Exhibit A of the MOU is replaced by the Exhibit specifying the List of Opioid Remediation Uses for each of the respective Settlements, which generally can be found at Exhibit E of the respective Settlements.

B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements and shall also include any local government that notified Judge Polster in Case No. 1:17-md-02804-DAP of its intent to sue any of the settling entities that are covered by this Allocation Agreement.

C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.

D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements and expressly includes the Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

E. The MOU is amended to add new Section C.4.g.vIV, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.IVi of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the MOU and the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022).

G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the Settlement Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from a Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, as well as the Purdue Plan, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement IV shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of

the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements as well as any payments made to Participating Subdivisions pursuant to section 5.9 of the Purdue Plan shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement IV apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

13. In connection with the execution and administration of this Allocation Agreement IV, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement IV as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.

15. If any party to this Allocation Agreement IV believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement IV.

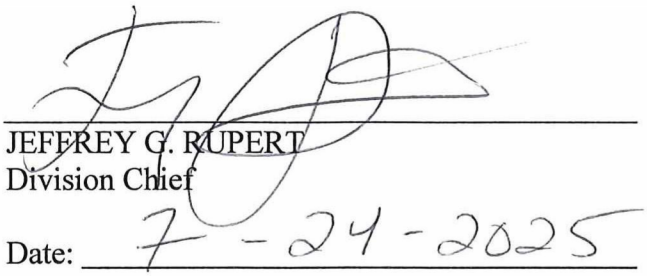
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

18. Venue for any legal action related to this Allocation Agreement IV (separate and apart from the MOU or the Settlements) shall be in King County, Washington. Washington law shall govern any dispute.

19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement IV have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement IV.

FOR THE STATE OF WASHINGTON:

NICHOLAS W. BROWN
Attorney General



JEFFREY G. RUPERT
Division Chief

Date: 7-24-2025

FOR THE PARTICIPATING LOCAL GOVERNMENT:

Name of Participating Local Government: _____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

One Washington Memorandum of Understanding Between Washington Municipalities

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

_____

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

EXHIBIT A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties B-1

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

*** - Local Government appears in multiple counties B-2

EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

*** - Local Government appears in multiple counties B-3

EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

*** - Local Government appears in multiple counties B-8

EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

*** - Local Government appears in multiple counties B-9

EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties B-11

EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties B-12

Exhibit C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Julie Elsom, Finance Director
Department: Finance

SUBJECT: Past Due Utility Accounts

PREVIOUS DISCUSSION:
N/A

PUBLIC HEARING(S):
N/A

REQUESTED ACTION:
Move to approve suspension of utility account shut offs in September 2025 and resume utility account shut offs in October 2025, through adoption of the consent agenda.

POLICY CONSIDERATIONS:
Collection processes for utility services are outlined in Monroe Municipal Code 13.02.050. This includes processes for collection of unpaid utility fees including disconnection of utility service. Utility shut off authority is granted through RCW 35.21.290-.300 and RCW 35.92.020. The policy consideration is if Council would like to suspend the utility disconnect process for the month of July 2025.

DESCRIPTION/BACKGROUND:
In the past, Council has approved suspension of utility account shut offs during November and December each year to support customers during the holiday season. Suspensions were approved for 2021, 2022, 2023 and 2024 and have supported both customer service continuity and operational efficiency.

Staff is recommending a temporary suspension of utility account shut offs in September 2025 due to operational impacts associated with the opening of the new City Hall. The transition and move-in process will require substantial coordination and staff resources across departments, temporarily limiting staff's capacity to manage shut off processing and maintain responsive customer support.

Additionally, the Finance Department is currently short staffed and actively recruiting to fill the Utility Billing position. This staffing gap further reduces the department's capacity to manage the administrative workload associated with both the move and the shut off process.

The next scheduled shut off for delinquent/non-payment utility accounts is July 23, 2025. Suspending shut offs for July would reduce operational strain during a time of limited staffing and competing priorities.

Shut offs would resume in October 2025. During the September suspension period, customers would still be notified of delinquent accounts, and accounts more than 30 days past due would continue to be assessed applicable late fees, pending Council approval.

FISCAL IMPACTS:

60+ days past due on 06/26/2025 is $11,126.
30+ days past due on 10/15/2024 is $2,127.

TIME CONSTRAINTS:

The July shut off scheduled for July 23, 2025.

ALTERNATIVES TO REQUESTED ACTION:

Not suspend shut offs in September.

ATTACHMENTS:

MMC 13.02.050
RCW 35.21.290
RCW 35.21.300
RCW 35.92.020

13.02.050 Billing.

A. *Billing of Property Owners.* Property owners shall be responsible and billed for utility service at all served properties; provided, that the owner may authorize direct billings to be made to and in the name of a tenant or other occupant(s) of the premises to which water service is furnished at the mailing address provided in MMC 13.02.005(A). Such authorization shall be evidenced by the owner's execution of an agreement in a form provided by the city. No such arrangement shall in any manner relieve the owner of the premises from ultimate liability for the payment of the charges for furnishing water nor in any way affect the lien rights of the city against the premises to which water service is furnished. Failure to receive mail properly addressed to the mailing address provided above shall not be a valid defense for failure to pay the delinquent charges and penalties.

B. *Due Date.* All utility rates and charges shall be billed monthly on the first day of the billing month, shall be due and payable not later than the last day of the month, and shall become delinquent after that date.

C. *Payment Allocation.* All payments on a combined utility billing shall be applied first to fees or penalties, second to utility taxes, third to storm drainage, fourth to sewer, and fifth to water.

D. *Consumption Estimates.* An estimate on the average monthly consumption, based on previous history of usage, may be made in the event that the meter is not read during the billing cycle.

E. *Unpaid Bills – Notice.* All utility bills unpaid by the last day of each month shall be deemed delinquent and service may be shut off and remain shut off until all arrearages shall have been paid together with a shutoff fee and further fee for turning on the same, as established by the city council by periodic resolution. All delinquent accounts shall be charged a penalty per unit per month on the unpaid delinquent amount, such penalty to be as established by the city council by periodic resolution.

At least ten days before utility service is scheduled to be terminated, the finance director or designated city official shall notify in writing the owner and the occupant of the property. The owner shall be notified by mail at the address on the account, and the occupant shall be notified by mail, door hanger, or other form at the serviced property. Mailed notices shall be deemed received three business days after mailing. All notices shall contain the following: (1) reason for water termination; (2) delinquent amount that must be paid to avoid interruption of service; (3) instructions on scheduling an informal hearing to demonstrate that the account is not delinquent; and (4) day on or after which water service will be terminated.

After notification, the owner and the occupant shall be afforded the opportunity to present to the finance director or designated city official empowered to resolve billing disputes evidence that the delinquent charges have been paid. Such opportunity shall be afforded before water service is terminated; provided, that the owner or occupant requests an informal hearing within three days of presumptive receipt of the notice. Failure to receive mail will not be recognized as a valid excuse for failure to pay rates when due. Changes in ownership of property and change in mailing addresses must be provided in writing to city of Monroe utility department staff. The owner or occupant has the burden to prove that the delinquent charges have been paid. After reviewing the evidence presented by the owner or occupant, the finance director or designated city official shall decide whether or not the account remains delinquent. The owner or occupant shall be notified of the decision. This decision is not subject to appeal.

If the account is found to be delinquent, water service will be terminated as previously scheduled or three days after the final decision, whichever is later.

F. *Violation – Returned Check – Water Shutoff.* In the event the city receives notice from the bank of nonsufficient funds or other reason for returned check which was tendered to the city of Monroe for utility payment, the city shall notify the owner or tenant of the premises of such violation. The owner or tenant shall be required to provide sufficient funds to the city of Monroe for the amount of the returned check plus the return check fee within forty-eight hours. In the event the owner or tenant of the premises does not respond, the city may turn off water to such premises and shall in no case be turned on until the charges have been paid in full unless special arrangements are made with the finance director or designee. The time period described herein shall not extend shutoff dates as described in subsection (E) of this section.

G. *Shutoff – No Remission.* When utility service has been shut off for any cause, and is turned on again or allowed or caused to be turned on by the owner, no remission of rates will be made on account of its having been shut off.

H. *Charges – Lien – Fees for Turning Off and On.* All utility service rates will be charged against the premises for which the service was installed. All charges for utility service, when the same become delinquent and unpaid, shall be a lien against the premises to which the same has been furnished. In case any charges for utility service shall become a lien against the premises, the water shall be cut off until such charges, with additional charges as established by the city council by periodic resolution for the expense of shutting the water off and again turning on such water, are paid.

I. *Sewerage Lien – Extension of Coverage.* Pursuant to RCW 35.67.215, the sewerage lien imposed in subsection (H) of this section shall be effective for one year's delinquent charges without the necessity of any writing or recording of the lien with the county auditor. Pursuant to RCW 35.67.210, a sewage lien for more than one year's delinquent charges shall be valid if properly recorded in the office of the county auditor.

J. *Charges – Utility Lien Search – Property Closing Request – Water Meter Reading.* All requests for a utility and lien search or meter reading at time of sale of property, shall pay a fee as established by the city council by periodic resolution. (Ord. 016/2021 § 2)

The Monroe Municipal Code is current through Ordinance 023/2022, passed August 23, 2022.

Disclaimer: The city clerk's office has the official version of the Monroe Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.monroewa.gov
Code Publishing Company

PDF **RCW 35.21.290**

Utility services—Lien for—Emergency declaration.

(1) Except as provided in RCW 35.21.217(4) and in subsection (2) of this section, cities and towns owning their own waterworks, or electric light or power plants shall have a lien against the premises to which water, electric light, or power services were furnished for four months charges therefor due or to become due, but not for any charges more than four months past due.

(2) The lien provided for in subsection (1) of this section may apply to charges more than four months past due, if the city or town has been unable to pursue collection or a lien against the premises to which water, electric light, or power services were furnished due to an emergency declaration by the governor. A lien may be imposed after the expiration of the emergency declaration that prevented collection. The period in which the lien may be imposed is the later of:

(a) Three months from the expiration of the emergency declaration preventing collection or a lien; or

(b) Three months of the ratepayer's failure to abide by the terms of an agreed payment plan, if the payment plan for past due charges would have allowed the ratepayer to repay the past due charges over a period of six months or more.

[2021 c 296 § 15; 2010 c 135 § 2; 1965 c 7 § 35.21.290. Prior: 1933 c 135 § 1; 1909 c 161 § 1; RRS § 9471.]

NOTES:

Finding—Intent—Effective date—2021 c 296: See notes following RCW 82.14.310.

PDF **RCW 35.21.300**

Utility services—Enforcement of lien—Limitations on termination of service for residential heating.

(1) The lien for charges for service by a city waterworks, or electric light or power plant may be enforced only by cutting off the service until the delinquent and unpaid charges are paid, except that until June 30, 1991, utility service for residential space heating may be terminated between November 15 and March 15 only as provided in subsections (2) and (4) of this section. In the event of a disputed account and tender by the owner of the premises of the amount the owner claims to be due before the service is cut off, the right to refuse service to any premises shall not accrue until suit has been entered by the city and judgment entered in the case.

(2) Utility service for residential space heating shall not be terminated between November 15 through March 15 if the customer:

(a) Notifies the utility of the inability to pay the bill, including a security deposit. This notice should be provided within five business days of receiving a payment overdue notice unless there are extenuating circumstances. If the customer fails to notify the utility within five business days and service is terminated, the customer can, by paying reconnection charges, if any, and fulfilling the requirements of this section, receive the protections of this chapter;

(b) Provides self-certification of household income for the prior twelve months to a grantee of the *department of community, trade, and economic development which administers federally funded energy assistance programs. The grantee shall determine that the household income does not exceed the maximum allowed for eligibility under the state's plan for low-income energy assistance under 42 U.S.C. 8624 and shall provide a dollar figure that is seven percent of household income. The grantee may verify information in the self-certification;

(c) Has applied for home heating assistance from applicable government and private sector organizations and certifies that any assistance received will be applied to the current bill and future utility bills;

(d) Has applied for low-income weatherization assistance to the utility or other appropriate agency if such assistance is available for the dwelling;

(e) Agrees to a payment plan and agrees to maintain the payment plan. The plan will be designed both to pay the past due bill by the following October 15 and to pay for continued utility service. If the past due bill is not paid by the following October 15, the customer shall not be eligible for protections under this chapter until the past due bill is paid. The plan shall not require monthly payments in excess of seven percent of the customer's monthly income plus one-twelfth of any arrearage accrued from the date application is made and thereafter during November 15 through March 15. A customer may agree to pay a higher percentage during this period, but shall not be in default unless payment during this period is less than seven percent of monthly income plus one-twelfth of any arrearage accrued from the date application is made and thereafter. If assistance payments are received by the customer subsequent to implementation of the plan, the customer shall contact the utility to reformulate the plan; and

(f) Agrees to pay the moneys owed even if he or she moves.

(3) The utility shall:

(a) Include in any notice that an account is delinquent and that service may be subject to termination, a description of the customer's duties in this section;

(b) Assist the customer in fulfilling the requirements under this section;

(c) Be authorized to transfer an account to a new residence when a customer who has established a plan under this section moves from one residence to another within the same utility service area;

(d) Be permitted to disconnect service if the customer fails to honor the payment program. Utilities may continue to disconnect service for those practices authorized by law other than for nonpayment as provided for in this section. Customers who qualify for payment plans under this section who default on their payment plans and are disconnected can be reconnected and maintain the protections afforded under this chapter by paying reconnection charges, if any, and by paying all amounts that would have been due and owing under the terms of the applicable payment plan, absent default, on the date on which service is reconnected; and

(e) Advise the customer in writing at the time it disconnects service that it will restore service if the customer contacts the utility and fulfills the other requirements of this section.

(4) All municipal utilities shall offer residential customers the option of a budget billing or equal payment plan. The budget billing or equal payment plan shall be offered low-income customers eligible under the state's plan for low-income energy assistance prepared in accordance with 42 U.S.C. 8624(C)(1) without limiting availability to certain months of the year, without regard to the length of time the customer has occupied the premises, and without regard to whether the customer is the tenant or owner of the premises occupied.

(5) An agreement between the customer and the utility, whether oral or written, shall not waive the protections afforded under this chapter.

[**1995 c 399 § 36**; **1991 c 165 § 2**; **1990 1st ex.s. c 1 § 1**; **1987 c 356 § 1**; **1986 c 245 § 1**; **1985 c 6 § 3**; **1984 c 251 § 1**; **1965 c 7 § 35.21.300**. Prior: **1909 c 161 § 2**; RRS § 9472.]

NOTES:

***Reviser's note:** The "department of community, trade, and economic development" was renamed the "department of commerce" by 2009 c 565.

Findings—1991 c 165: "The legislature finds that the health and welfare of the people of the state of Washington require that all citizens receive essential levels of heat and electric service regardless of economic circumstance and that rising energy costs have had a negative effect on the affordability of housing for low-income citizens and have made it difficult for low-income citizens of the state to afford adequate fuel for residential space heat. The legislature further finds that level payment plans, the protection against winter heating shutoff, and house weatherization programs have all been beneficial to low-income persons." [**1991 c 165 § 1**.]

PDF **RCW 35.92.020**

Authority to acquire and operate sewerage and solid waste handling systems, plants, sites, or facilities—Classification of services and facilities for rates—Assistance for low-income persons.

(1) A city or town may construct, condemn and purchase, purchase, acquire, add to, alter, maintain, and operate systems, plants, sites, or other facilities of sewerage as defined in RCW **35.67.010**, or solid waste handling as defined by RCW **70A.205.015**. A city or town shall have full authority to manage, regulate, operate, control, and, except as provided in subsection (3) of this section, to fix the price of service and facilities of those systems, plants, sites, or other facilities within and without the limits of the city or town.

(2) Subject to subsection (3) of this section, the rates charged shall be uniform for the same class of customers or service and facilities. In classifying customers served or service and facilities furnished by a system or systems of sewerage, the legislative authority of the city or town may in its discretion consider any or all of the following factors:

(a) The difference in cost of service and facilities to customers;

(b) The location of customers within and without the city or town;

(c) The difference in cost of maintenance, operation, repair, and replacement of the parts of the system;

(d) The different character of the service and facilities furnished to customers;

(e) The quantity and quality of the sewage delivered and the time of its delivery;

(f) Capital contributions made to the systems, plants, sites, or other facilities, including but not limited to, assessments;

(g) The public benefit nonprofit corporation status, as defined in RCW **24.03A.245**, of the land user; and

(h) Any other factors that present a reasonable difference as a ground for distinction.

(3) The rate a city or town may charge under this section for storm or surface water sewer systems or the portion of the rate allocable to the storm or surface water sewer system of combined sanitary sewage and storm or surface water sewer systems shall be reduced by a minimum of ten percent for any new or remodeled commercial building that utilizes a permissive rainwater harvesting system. Rainwater harvesting systems shall be properly sized to utilize the available roof surface of the building. The jurisdiction shall consider rate reductions in excess of ten percent dependent upon the amount of rainwater harvested.

(4) Rates or charges for on-site inspection and maintenance services may not be imposed under this chapter on the development, construction, or reconstruction of property.

(5) A city or town may provide assistance to aid low-income persons in connection with services provided under this chapter.

(6) Under this chapter, after July 1, 1998, any requirements for pumping the septic tank of an on-site sewage system should be based, among other things, on actual measurement of accumulation of sludge and scum by a trained inspector, trained owner's agent, or trained owner. Training must occur in a program approved by the state board of health or by a local health officer.

(7) Before adopting on-site inspection and maintenance utility services, or incorporating residences into an on-site inspection and maintenance or sewer utility under this chapter, notification must be provided, prior to the applicable public hearing, to all residences within the proposed service area that have on-site systems permitted by the local health officer. The notice must clearly state that the residence is within the proposed service area and must provide information on estimated rates or charges that may be imposed for the service.

(8) A city or town shall not provide on-site sewage system inspection, pumping services, or other maintenance or repair services under this section using city or town employees unless the on-site system is connected by a publicly owned collection system to the city or town's

sewerage system, and the on-site system represents the first step in the sewage disposal process. Nothing in this section shall affect the authority of state or local health officers to carry out their responsibilities under any other applicable law.

[**2021 c 176 § 5213**; **2020 c 20 § 1014**; **2003 c 394 § 2**; **1997 c 447 § 9**; **1995 c 124 § 5**; **1989 c 399 § 6**; **1985 c 445 § 5**; **1965 c 7 § 35.92.020**. Prior: **1959 c 90 § 7**; **1957 c 288 § 3**; **1957 c 209 § 3**; prior: 1947 c 214 § 1, part; 1933 c 163 § 1, part; 1931 c 53 § 1, part; 1923 c 173 § 1, part; 1913 c 45 § 1, part; 1909 c 150 § 1, part; 1899 c 128 § 1, part; 1897 c 112 § 1, part; 1893 c 8 § 1, part; 1890 p 520 § 1, part; Rem. Supp. 1947 § 9488, part. Formerly RCW **80.40.020**.]

NOTES:

Effective date—2021 c 176: See note following RCW **24.03A.005**.

Finding—Purpose—1997 c 447: See note following RCW **70.05.074**.

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Megan Darrow, Surface Water Program Analyst

Department: Public Works

SUBJECT: Authorize Mayor to Sign Contract (2025-073) with Facet NW, Inc. for the Urban Forest Management Plan and Street Tree Inventory Project.

REQUESTED ACTION:

Move to authorize the Mayor to sign a contract (2025-073) with Facet NW, Inc. for the Urban Forest Management Plan and Street Tree Inventory Project in the amount of $150,000; and expressly authorize a contingency amount of 10% ($15,000) per Section 5 of the Procurement Policies & Procedures, for a total not to exceed $165,000.

POLICY CONSIDERATIONS:

In accordance with Section 5 of the Procurement Policies & Procedures, projects costing more than $100,000 require City Council approval.

DESCRIPTION/BACKGROUND:

Overview:

The Urban Forest Management Plan & Street Tree Inventory Project is a joint project funded by both the Parks Department and the Public Works Department in order to comply with Section S5.C.4(b) of the City's Phase II Municipal Stormwater Permit.

This project will evaluate long term goals for the City's urban forest, complete an inventory of the existing tree infrastructure in the City Parks and rights of way, and identify actionable strategies the City can use to protect and enhance tree canopy.

Additional potential goals of the plan will be to improve watershed health, increase tree species diversity, and integrate the urban forest into the broader context of Monroe's infrastructure and future goals.

When this work is complete a draft final plan will be submitted to the City Council for review and comment with eventual adoption by the City Council slated for 2026. Once finally adopted, the UFMP will guide the City to strategically care for and grow its urban forest to maximize its environmental benefit and ensure the forest is both resilient and sustainable.

The scope of work included in this project, as well as the associated deliverables will include:

- **Review Existing Plans, Policies, and Programs:**
    - Draft elements of the Introduction and Existing Conditions section of the UMFP, including detailed narrative and associated maps and graphics, summarizing Monroe's existing plans and urban forest management context.
    - Develop a scorecard comparing Monroe's urban forest management approach with neighboring jurisdictions, highlighting key differences, similarities, and best practices.
    - Preliminary list of recommended policy or programmatic changes to improve Monroe's urban forest management outcomes.
- **Calculate and Assess Tree Canopy:**
    - Draft a detailed narrative with associated maps, graphics, summarizing tree canopy assessment findings.
    - Create a tree canopy layer in Esri ArcGIS format. Provide recommendations for the City and reliably update tree canopy data in a cost-effective manner, including technical methods and suggested frequencies for data updates and comparisons.
    - Model outputs showing projected changes to Monroe's tree canopy under baseline and target scenarios, including maps and graphics.
    - Create a map identifying suitable areas for tree planting based on land availability, ownership, and environmental constraints.
- **Develop Tree Canopy Goals:**
    - Draft a detailed narrative with associated maps or graphics summarizing tree canopy goals and strategies.
- **Create a Tree Inventory:**
    - Conduct a citywide inventory of trees located within the public right-of-way, and on public and private land. Methodology and attribute fields will be determined in coordination with the Proposer and the City's internal UFMP team
    - Write a technical memo summarizing the findings which will be added to the appendix of the UFMP.
    - Create a map and corresponding spreadsheet that summarizes trees listed by priority for those trees which may become hazards.
- **Create an Urban Forestry Management Plan:**
    - Draft final UFMP for review by City staff, the Parks & Recreation Board, Planning Commission, City Council, and the general public.

FISCAL IMPACTS:

This project was approved in the City's 2025-2026 biannual budget. The associated costs of the project will be split between the Parks Department (F317) and Public Works Stormwater (F432) at an approximate ratio of 50%.

TIME CONSTRAINTS:

Approval is requested by Council to keep with the overall planned timeline for this project and associated budget sources; some project tasks and deliverables are required by deadlines stipulated in the City's NPDES Phase II Municipal Stormwater Permit (12/31/2026).

ALTERNATIVES TO REQUESTED ACTION:

1. Approve as recommended.
2. Do not approve. Provide direction to the Mayor and staff to areas of concern.
3. Approve with Council recommendations.

ATTACHMENTS:

Consultant Agreement 2025 UFMP and Tree Inventory Project _ Final

City of MONROE WASHINGTON

CONSULTANT AGREEMENT—GENERAL SERVICES	
PROJECT TITLE AND IDENTIFICATION NUMBER 1 2025 Urban Forest Management Plan & Street Tree Inventory RFP 2025-06 M2025-0021	**WORK DESCRIPTION** 2 Create the City's first Urban Forest Management Plan, as well as establish a current urban tree canopy assessment, and create both street tree and park tree inventories.
CONSULTANT 3 Facet NW, Inc. 9706 4th Avenue NE, Ste. 300 Seattle, WA 98115 206-523-0024	**CONSULTANT CONTACT NAME, AND TELEPHONE NO.** 4 Brandon Herman, PLA, AICP 750 6th Street South Kirkland, WA 98033 425-386-5402 bherman@facetnw.com
FEDERAL I.D. NO. 5 91-1364393	**BUDGET OR FUNDING SOURCE** 6 432-000-120-594-31-65-00 - Stormwater 50% 317-000-010-594-76-63-32 - Parks 50%
PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO. 7 Megan Darrow Environmental Program Manager 769 Village Way Monroe, WA 98272 425-760-0289 mdarrow@monroewa.gov	**MAXIMUM AMOUNT PAYABLE, IF ANY** 8 $165,000.00* *Includes a 10% Management Reserve **City of Monroe Business License required to receive NTP**
COMPLETION DATE 9 Final Reports Due: December 31, 2026	10 ☐ Lump Sum ☐ Cost Plus a Fixed Fee ☒ Schedule Rate/Time and Materials ☐ Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on _____ ("Effective Date"), between the City of Monroe, Washington, a municipal corporation, hereinafter called "the CITY," and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project, services, and/or tasks; and

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

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

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

1. Duration of Agreement. This agreement shall be in effect from the Effective Date set forth above to December 31, 2026, unless terminated earlier pursuant to Section 20 of this agreement or extended by mutual written consent of the parties. Provided, that any provision herein that provides for survivability following termination or expiration of this agreement shall remain effective in accordance with its terms.

2. Representations. The CITY has relied upon the qualifications of the CONSULTANT in entering into this agreement. By execution of this agreement, the CONSULTANT represents it possesses the ability, skill, credentials, and resources necessary to perform the work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to this agreement.

3. Standard of Care. The CONSULTANT shall exercise the degree of skill and diligence normally employed by consultants engaged in the same profession and performing the same or similar services at the time such services at the time such services are performed. The CONSULTANT will be responsible for the technical accuracy of its services and documents resulting therefrom, and the CITY shall not be responsible for discovering deficiencies therein. The CONSULTANT agrees to correct any deficiencies discovered without additional compensation, except to the extent such deficiencies are directly attributable to deficiencies or omissions in City-furnished information.

4. Retention of Consultant—Scope of Work. The CITY hereby retains the CONSULTANT to provide services as defined in this agreement and as necessary to accomplish the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor, incidentals, supplies, and related

equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

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

6. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. The CITY shall have the exclusive authority to determine whether and to what extent the work has been satisfactorily completed. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount. Notwithstanding any other provision of this agreement, the CITY shall have no responsibility whatsoever to pay any invoice that is received by the CITY later than 45 days following the expiration or termination of this agreement unless otherwise consented to by the CITY in writing, which consent may be withheld in the CITY's sole discretion.

7. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the completed work provided by this agreement as may be necessary to correct errors or omissions made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previous, satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 8.

8. Extra Work.

A. The CITY may, at any time, by written order, make changes within the

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

B. The CONSULTANT must submit any "proposal for adjustment" under this section within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement. the CONSULTANT'S failure to submit a proposal for adjustment within the 30-day period referenced in this subsection shall be deemed to have conclusively waived any claim, demand, request, or entitlement for an equitable adjustment.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 25. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

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

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

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

11. Future Support. The CITY makes no commitment and assumes no obligations for the support of the CONSULTANT's activities except as set forth in this agreement.

12. Employment of State Retirees. The CITY is a "DRS-covered employer," which is an organization that employs one or more members of any retirement system administered by the

Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and Chapter 415-02 WAC, as applicable, the CITY is required to elicit on a written form if any of the CONSULTANT's employees providing services to the CITY retired using the 2008 Early Retirement Factors (ERFs), or if the CONSULTANT is owned by an individual who retired using the 2008 ERFs, and whether the nature of the services and compensation would result in a retirement benefit being suspended. Before commencing work under this agreement, the CONSULTANT shall determine whether any of its employees providing services to the CITY or any of the CONSULTANT's owners retired using the 2008 ERFs, and shall immediately notify the CITY and shall promptly complete the form provided by the CITY after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of the CONSULTANT. The CONSULTANT shall indemnify, defend, and hold harmless the CITY from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from CONSULTANT's failure to comply with the terms of this provision. The provisions of this section shall survive termination or expiration of this agreement.

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

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

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

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

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

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

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $3,000,000 general aggregate.

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

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The

CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

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

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

E. Acceptability of Insurers.

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

F. No Limitation.

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

G. Failure to Maintain Insurance.

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

H. City Full Availability of Consultant Limits.

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

15. Records Retention and Disclosure; Audit. The CONSULTANT acknowledges that the CITY is an "agency" as defined by Chapter 42.56 RCW and is subject to the applicable public records disclosure and retention requirements of Washington state law. The CONSULTANT shall keep and preserve all public records related to this agreement for a period not less than the applicable retention schedule therefor as designated by the Washington Secretary of State and State Archives.

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

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

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 13.

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

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

16. Confidentiality. The CONSULTANT shall not, during the term of this agreement or at any time thereafter, make unauthorized use of, or divulge to any other person or entity the CITY's confidential records or information without prior written permission from the CITY's project administrator. At all times during the term of this agreement, and after its termination, the CONSULTANT shall take all reasonable precautions to protect the integrity of and shall refrain from any use or divulgence of the CITY's confidential records and information. All information regarding the CITY obtained by the CONSULTANT in performance of this agreement shall be considered confidential. Breach of confidentiality by the CONSULTANT shall be grounds for immediate termination in addition to all other applicable remedies and penalties.

The confidentiality requirements of this section shall apply to, but shall not be limited to, banking records, banking and other financial information, tax information, utility customer information, personal information of employees and other agents of the CITY, employee performance reviews, applicant background checks, draft documents, and similar items relating to the business of the CITY, or copies thereof, whether the original or copies were prepared by the CONSULTANT or otherwise came into the CONSULTANT's possession.

The confidential records and information described above shall remain the exclusive property of the CITY and shall not be removed from the premises of the CITY by the CONSULTANT under any circumstances whatsoever without the express prior written consent of the CITY's project administrator.

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

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

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

19. Conflict Amongst Main Agreement and Exhibits. In case of conflict between the Exhibits to this agreement and the numbered sections of this agreement (preceding the signature lines), the terms of the numbered sections shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in the numbered sections of this agreement (preceding the signature lines) shall be null and void.

20. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified at outset of this agreement. In the event this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given

to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

21. Force Majeure. Any prevent, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, change in regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this section (collectively, a "Force Majeure"), shall excuse the performance of such party for a period equal to any such prevention, delay, or stoppage. To the extent this agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. In order to claim Force Majeure, the party claiming must provide notice to the other party within fourteen (14) days of the event that constitutes Force Majeure or such claim shall be waived.

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

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

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

25. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence,

enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the Snohomish County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

26. Limitation of Personal Liability. The CONSULTANT agrees to look solely to the corporate entity of the CITY for the assertion of any claim or demand, or the recovery of any judgment, arising out of or relating in any manner to this agreement, it being agreed that the CITY's officers, officials, and employees shall never be personally liable for any such claim, demand, or judgment.

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

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

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

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

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

32. Business License. The CONSULTANT shall, at its sole expense, apply for and obtain a City of Monroe business license per Chapter 5.02 of the Monroe Municipal Code prior to commencing work under this agreement, unless an exemption under chapter applies.

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

CONSULTANT: Facet

_____

By:_____

Title:_____

CITY OF MONROE:

_____
Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

_____
Jodi Wycoff, City Clerk

EXHIBIT A

SCOPE OF WORK

Task 1. Project Management

Facet will work closely with the City's project manager to establish agendas and schedules, coordinate the work plan, and provide regular status updates on project deliverables. Monthly progress reports will be provided throughout the project, accompanied by an updated project schedule that will summarize project meetings, action items, decisions, changes, and budget status. A dedicated Microsoft SharePoint site will be used for team communication and collaboration. Task 1 includes:

1. Project Management
    - 1.1. Develop detailed project scope, schedule, and budget in collaboration with City staff.
    - 1.2. Establish agendas, coordinate work plans, and provide regular status updates.
    - 1.3. Conduct one (1), 1-hour project kick-off meeting.
    - 1.4. Conduct twenty-four (24), 1-hour bi-monthly coordination meetings
        - 1.4.1. Can be adjusted to as-needed or reallocated if City Council meeting attendance is requested.
    - 1.5. Deliver monthly progress reports and updated project schedules.
    - 1.6. Maintain communication and collaboration through a dedicated Microsoft SharePoint site.
2. Quality Assurance/Quality Control (QA/QC)
    - 2.1. Implement internal QA/QC protocols, including peer reviews and in-house independent technical reviews.
    - 2.2. Utilize VantagePoint (VP) software for real-time scope, schedule, and budget tracking.
    - 2.3. Oversight provided by Principal-in-Charge (PIC), Kim Frappier, to ensure high-quality delivery.

Task 1 Deliverables:

+ Kick-off meeting summary
+ Monthly progress reports with updated schedules
+ SharePoint site setup

Task 1 Assumptions:

+ City to facilitate document reviews and deadlines for in-house staff, stakeholders, and partner agency reviewers.

Task 2. Calculate and Assess Tree Canopy

Facet will provide a custom geospatial solution to meet the utility and objectives of the City's urban forest management planning. Tree canopy data will be acquired from EarthDefine. The tree canopy model will be overlaid with relevant analytic parameters, including private and public land uses, climatic data, and socioeconomic and demographic data (e.g., census block group data), in order to understand baseline conditions, identify and explore scenarios, and inform strategic goal setting. Task 2 includes:

1) Acquire Existing Tree Canopy in GIS Format
   a) Acquire tree canopy data from EarthDefine.
      (1) Estimated at $5,250.00 for high-resolution landcover data, with impervious cover broken out into types (parking lots, roads, sidewalks, etc.).
   b) Conduct one (1) meeting with City GIS and data personnel to review existing data and define analysis parameters and mapping focus.
2) Analyze Tree Canopy and Impervious landcover
   a) Tree canopy total area and percent area will be analyzed via overlay at the following levels
      i) Land Use Types (or Zoning). This is useful for determining tree canopy goals.
      ii) Watersheds. Informs stormwater management action planning. This is dependent on the City's acquisition of watershed GIS data.
      iii) Census Block Groups. Important for any demographic, vulnerability, or equity-based analysis.
   b) Tree canopy can be analyzed for different parameters based on a discussion with the City
3) Conduct a High-Level, Non-Site Specific Plantable Area Analysis
   a) Using the EarthDefine landcover data, the general plantable area will be mapped based on areas not identified as existing canopy or

impervious.

b) Plantable area can be analyzed using the same parameters as above to help prioritize planting locations. Additional datasets may be used, such as the Trust for Public Land's urban heat island layer.

c) This planting analysis can also serve as a general screening tool. Any planting locations would need to be surveyed on the ground.

d) Additional information within the EarthDefine dataset, such as the type of impervious surface, can assist in identifying impervious surfaces that could potentially be converted into plantable area.

4) Canopy Preservation and Planting Prioritization

a) Existing canopy to preserve existing plantable areas will be prioritized using the parameters above and additional input, if necessary.

Task 2 Deliverables:

+ Draft Canopy Cover Assessment Report and GIS Analysis, including:

+Narrative outlining data list, methods, analysis, and findings with supporting maps and graphics.

+Modeled baseline conditions and target scenarios with supporting narrative, maps, and graphics.

+Approximate plantable areas analysis with supporting narrative, maps, and graphics.

+Tree Canopy Layer in geospatial format with corresponding metadata and outlined recommendations and schedule for updates and maintenance.

Task 2 Assumptions:

+ New GIS data purchase will be included in the project budget; data will be billed at cost. The raw data is for project use only but can be made public for an additional fee.

+ City to send links and files of available data, with corresponding metadata

+ Once GIS analysis draft is delivered, the City will have two (2) weeks for review and return to Facet

+ The City will compile all comments into a single document prior to submittal to Facet

+ Final GIS analysis draft will be delivered as a chapter of the final UFMP

Task 3. Review of Existing Plans. Policies. and Programs

Facet will review Monroe's current policies, plans, and programs, including the city's 2024 Comprehensive Plan, the 2022 Parks, Recreation, and Open Space (PROS) Plan, the NPDES Stormwater Permit requirements, and other guiding standards outlined in the RFQ. This will include a review of the municipal code relevant to trees (e.g., MCC 15.445, Landscaping and Tree Retention, and Chapter 22.80, Critical Areas), which may inform or be impacted by the Urban Forest Management Plan. These documents and regulations will be assessed to ensure that urban forest management recommendations are cohesive in the context of other city policies and to identify opportunities for strategic actions and programmatic opportunities. Task 3 includes:

1) Review Existing Policies and Regulations
    a) Review the 2024 Comprehensive Plan, 2022 PROS Plan, NPDES permit, municipal code (e.g., MCC 15.445, Chapter 22.80), and other relevant documents.
    b) Conduct SWOT analysis using the urban forest sustainability model covering urban forest conditions, policy/regulatory framework, public tree care, and community perceptions.
    c) Identify gaps, overlaps, and opportunities for policy and operational improvements.
2) Assess Operations Capacity
    a) Review current strengths, staffing, and resources for urban forest management across city- owned lands.
    b) Conduct one (1) internal stakeholder work session to solicit feedback, identify existing strengths and challenges, and discuss ideas to increase effectiveness through urban forest management policies and internal processes.
3) Develop Draft UFMP Elements
    a) Outline methods, analysis, and findings of existing urban forest conditions with supporting maps and graphics
    b) Jurisdictional comparison summary (e.g., scorecard)
    c) List of preliminary recommendations, including policy or programmatic changes, outlined goals, and potential strategic implementation actions.

Task 3 Deliverables:

+ Draft elements of the UFMP

Task 3 Assumptions:

+ Once the draft is delivered, the City will have three (3) weeks for review and return to Facet
+ The City will compile all comments into a single document prior to submittal to Facet
+ Final draft will be delivered as chapters of the final UFMP

Task 4. Develop Tree Canopy Goals

Building on the results of the tree canopy analysis and future projections, Facet will work collaboratively with city staff to develop tree canopy goals tailored to fit within the framework of existing plans and policies. This includes aligning with the Comprehensive Plan, housing targets, and regulatory frameworks, while engaging diverse stakeholders across city departments and the broader community. Task 4 includes:

1) Conducting a tree canopy change analysis for a 20-year period, including two GIS-based models of two potential future scenarios:
    1. a baseline scenario that applies historical canopy change rates and assumes continuation of current conditions, and
    2. a goal-driven target scenario that models expected gains or retention through expanded tree planting and potential impacts from climate change, including heat stress, drought, pest, and disease.
2) Developing tree canopy goals tailored to fit within the framework of existing plans and policies. This includes aligning with the Comprehensive Plan, housing targets, and regulatory frameworks, while engaging diverse stakeholders across city departments and the broader community.

Task 4 Deliverables:

+ Detailed narrative summarizing tree canopy goals and strategies with supporting maps and graphics.

Task 4 Assumptions:

+ Once the Tree Canopy Goals draft is delivered, the City will have two (2) weeks for review and return to Facet.
+ The City will compile all comments into a single document prior to submittal to Facet
+ Final Tree Canopy Goals draft will be delivered in the final UFMP.

Task 5. Tree Inventory

The Facet Field Lead will confirm the data attributes to be collected and host a field kick-off meeting with the City Project Manager and other key staff from the Public Works and Parks Departments.
Together, we will ·review data collection standard operating procedures and address questions with City staff. This will include collaboration with our GIS analyst. Facet's GIS team has developed landscape inventory tools for ArcGIS Field Maps, complete with background imagery and data, pre-loaded attribute fields for streamlined, accurate data collection, and a backend data management interface that will be customized to meet the City of Monroe's needs.

Facet arborists will complete a field-based inventory of public trees, prioritizing ornamentally landscaped trees within select city parks, followed by trees located within the public right-of-way. The inventory will consist of an ISA Level I health assessment that collects attributes based on WADNR- designated attributes, including:

+ Location (GPS coordinates, address, street name)
+ Ownership (publicly or privately managed)
+ Species (scientific/common names)
+ Size (diameter at breast height (DBH))
+ Health and condition observations (including pests and diseases)
+ Routine and urgent maintenance needs (e.g., removal, pruning types)
+ Infrastructure conflicts (e.g., hardscaping impacts, overhead utilities)

Task 5 includes:

1) ArcGIS Field Maps set up and coordination with the City and Facet GIS Analyst.
2) Field Inventory kick-off meeting to review data collection standard operating procedures.
3) Inventory up to 6,000 public trees within public rights-of-way, including arterials and collectors, as well as ornamentally landscaped trees within select developed parks including:
   + Sky River Park and Rotary Field
   + Park Meadows Park (168th *Ave* SE/Snoqualmie Ln. SE)
   + Cedar *Grove* Park (168th *Ave* SE/Cedar Pl. SE)
   + Fryelands Neighborhood City Park (Wales St. SE/Van Ave. SE)
   + Currie View Park (17620 153rd St. SE)
   + Blueberry Children's Park (Blueberry Ln. SE/King St.)
   + Stanton Meadows Park (149th St. SE/175th Ave. SE)

+ Hillcrest (The Farm,14175 Country Crescent Rd. SE)
+ Rainier View Park (Sinclair,19921 Rainier View Rd. SE)
+ Trombley Park (134th Street SE)
+ Travelers Park (501 E Main St.)
+ Lewis Street Park (S Lewis St/Sumac Dr.)
+ Al Borlin Park (615 Simons Rd.)

***Park tree inventory will be the priority,** followed by arterial street trees as the budget allows, up to 6,000 total trees.

1) Field Data Collection
   a) Conduct ISA Level I health assessments.
   b) Record DBH, species, health, maintenance needs, and infrastructure conflicts.
2) Monroe Staff Training
   a) Develop a data collection protocol to be used for future inventory
   b) Conduct a one-day tree inventory protocol training for selected ISA certified staff
3) Analyze and summarize inventory trends in species health, conflicts, and maintenance.

Task 5 Deliverables:

+ Technical Memo: Synthesis of tree inventory data and tree health trends analysis.
+ Spreadsheet of hazardous tree management needs in Excel format.
+ Maps of inventoried trees.
+ Final GIS shapefile and Microsoft Excel export of inventory data, formatted for interface with the city's asset or tree management software, with corresponding metadata

Task 5 Assumptions:

+ Once the Tree Inventory draft is delivered, the City will have two (2) weeks for review and return to Facet.
+ All comments will be compiled into a single document by City staff prior to return.
+ Final Tree Inventory results will be delivered as a chapter of the final UFMP.

Task 6. Create an Urban Forest Management Plan

Facet will use the data and information gathered from the gap analysis, geospatial analysis, and tree inventory as the foundation for the UFMP. The Facet Project Team will develop one draft UFMP for review and hold up to two (2) work sessions with the City project team to discuss critical issues or changes. Upon approval of the final plan in MS Word, the Facet desktop publishing staff will develop a graphically designed document using InDesign software.
Additionally, up to two Facet staff members will work with the City project team to

present the Draft UFMP to the City Council. Facet will develop the slide deck presentation in collaboration with the city project staff, as well as address City Council comments and questions about the draft plan.

Task 6 includes:

1)Collaborating with the project team and key stakeholders to identify urban forest metrics and management priorities from a regulatory and policy perspective.

2)Ensuring the plan aligns with other City policies and land use regulations (e.g., Critical Areas Ordinance, Development Code, Comprehensive Plan), so that the city's urban forest management strategies are clear and cohesive.

3)Incorporating the best available science for on-the-ground management of public trees, including street trees, those within public rights-of-way, as well as those within critical areas, City parks, and open spaces.

4)Including the following components in the plan:

a)Vision and Values

b)Existing Urban Forest Conditions. This will include baseline conditions of the land cover analysis, tree canopy, and plantable space analysis.

c)Strategic Plan. To include specific goals, objectives, and actions that incorporate the best available science for on-the-ground management of public trees, such as street trees, as well as trees within critical areas, City parks, and open spaces.

d)Implementation Plan and Programming. To include an overview of current programmatic capacity and aspiration recommendations for future growth, including future staffing recommendations.

e)Monitoring and Adaptive Management. To include a process for evaluating success and recommendations for additional urban forest assessment.

Task 6 Deliverables:

+One (1) Draft and Final UFMP in MS Word.

+Graphically designed UFMP in InDesign and PDF formats.

+One (1) slide deck and presentation of results to City Council.

Task 6 Assumptions:

+Once the UFMP draft is delivered, the City will have six (6) weeks with two (2) rounds of revisions to review and return to Facet.

+All comments will be compiled into a single document by City staff prior to return.

+This is not intended to be a *tree maintenance manual* but will offer best management strategies to help achieve goals.

+The city will provide Facet with city branding guidelines and assist with photographs to be used in the final graphically designed plan.

+The in-person city council meeting will include travel time and expenses, including mileage, which will be billed at cost.

OPTIONAL TASKS

If requested in writing and contingent on available funding, Facet can complete the following optional tasks:

+Conduct a Tree Canopy Trend Analysis

+Use 2014 LiDAR and ~2014 NAIP data or similar data from another source (i.e., Trees at Work) to illustrate changes in tree canopy between 2014 and the current condition.

+Develop a “Right Tree, Right Place” style document/pamphlet Conduct a Planting Suitability and Prioritization Analysis

OVERARCHING PROJECT ASSUMPTIONS

The following assumptions apply:

1.Facet will set up and manage a shared project folder.

2.No work outside of this contract will be undertaken without prior notification to the client.

3.This proposal includes general coordination with the City of Monroe via email and online meetings. In-person meetings, other than the site inspections and presentations outlined in the scope above, are not included. Coordination with agencies can be added, if necessary, under a separate agreement.

4.The distribution of tree inventory reports and data to jurisdictional agencies is not included.

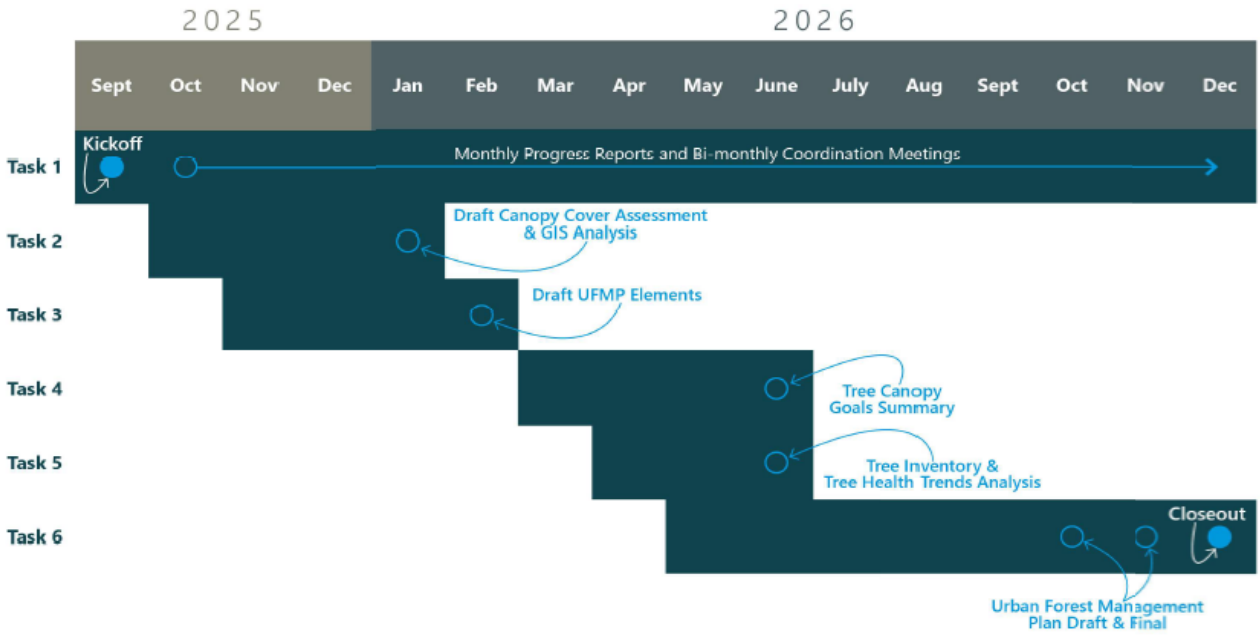
5.All project reports, data, maps, and materials will be delivered by **December 31, 2026, the project deadline.**

EXHIBIT B

COMPLETION SCHEDULE

Attachment: Draft Project Schedule

A detailed project schedule will be developed during the project kick-off and updated as necessary throughout the project's life cycle.



FACET

PROJECT SCHEDULE
SCOPE OF WORK, UFMP AND PUBLIC TREE INVENTORY / 11

EXHIBIT C

FEE SCHEDULE

BUDGET

Task 1: Project Management	$15,860
Task 2: Calculate and Assess Tree Canopy	$25,780
Task 3: Review of Existing Plans, Policies, and Programs	$12,980
Task 4: Develop Tree Canopy Goals	$15,150
Task 5: Tree Inventory	$50,980
Task 6: Create Urban Forest Management Plan	$22,750
Estimated Project Expenses	$6,500
Project Labor and Expense Total (Fixed Fee)	**$150,000**
10% Contingency	$15,000
Project Total with Contingency	**$165,000**

EXHIBIT D

SUBCONSULTANT LIST

There will be no subconsultants as a part of this project.

EXHIBIT E

MONROE CODE OF ETHICS

Chapter 2.52 CODE OF ETHICS

Sections:

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

2.52.010 Purpose – Construction.

The city of Monroe hereby adopts the code of ethics for municipal officers codified at Chapter 42.23 RCW, inclusive of any future amendments thereof. It is the city's specific intent that the ethical standards set forth at Chapter 42.23 RCW shall govern the conduct of municipal officers within the city of Monroe. Except as expressly provided in this chapter, and Chapter 4.30 MMC, Ethics Board, the city disclaims any intent to impose substantive standards of conduct that are more stringent than or otherwise different from those set forth in Chapter 42.23 RCW with respect to the subject matter of said chapter. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.020 Definitions.

Repealed by Ord. 017/2019.

2.52.030 Award of contracts prohibited.

Members of the city of Monroe, Washington, boards, commissions, and city staff are prohibited from being awarded contracts with the city. Exceptions to this rule are those covered by the CBA, RCW and WAC. This section was submitted to the Monroe city council as an initiative with enough required signatures to be submitted to the voters. The city council adopted the initiative as an ordinance as an alternative to placing on the ballot. Consequently, to the extent required by law, this section shall be construed as superseding any conflicting city requirements or requirements that otherwise operate to illegally amend the requirements of an initiative. (Ord. 017/2019 § 5; Ord. 019/2013 § 1 (Exh. A); Ord. 003/2010 § 1 (Exh. A))

2.52.040 Board of ethics – Public officials.

Repealed by Ord. 017/2019.

2.52.050 Miscellaneous provisions.

Repealed by Ord. 017/2019.

2.52.060 Appeal – Penalties for violation.

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Katie Darrow, Events & Tourism Coordinator

Department: Parks & Recreation

SUBJECT: Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Explore Monroe Digital Marketing

PREVIOUS DISCUSSION:

N/A

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to authorize the submittal of Snohomish County Lodging Tax Advisory Committee (LTAC) Grant Application for the 2025 Explore Monroe Digital Marketing Campaign and approve the $3,000.00 match funds for the project.

POLICY CONSIDERATIONS:

Snohomish County grant applications require public agencies to provide meeting minutes approving projects and authorizing applications for funding.

DESCRIPTION/BACKGROUND:

Project Background:

In 2022, the City of Monroe entered into a partnership with the City of Snohomish, Lake Stevens Chamber of Commerce, the City of Lake Stevens, and Sky Valley Visitor Information Center to collaboratively promote tourism to and within the Skykomish-Snohomish River Valleys by producing a printed visitor publication called the *Sky & Sno Adventure Guide.* The purpose of the publication was to promote visitation to the region, as well as enhance and extend the visitor experience. The City of Snohomish resigned from the project beginning in 2024 and Lake Stevens Chamber of Commerce and the City of Lake Stevens resigned from the project beginning in 2025. The Sky Valley Visitor Information Center is unable to continue the commitment in 2026 due to staff changes leaving the City of Monroe as the sole partner.

In 2022, 2023, 2024, and 2025 Council approved the Snohomish County LTAC applications and the *Sky & Sno Adventure Guide* project. Each year, the city and partners were awarded $30,000.00 to cover the publishing costs of the publication.

Project Description:

For 2026, city staff recommends the submission of the Snohomish County LTAC application and approval to transition from a printed publication to an Explore Monroe Digital Marketing Campaign. This gives the city an opportunity to build and launch the new Explore Monroe tourism brand through a digital campaign. This campaign will include two 12-week seasonal campaigns, one for the Spring/Summer season running from May through July and a second for the Fall/Winter season running October through December. Content will include photographs, editorial, reels, and videos that will attract visitors to Monroe. Content may also be pulled from past *Sky & Sno Adventure Guide* publications. These campaigns will be targeting visitors from Monroe's top four visitor origin locations which include Bellingham, South Seattle/Tacoma, Portland, and Spokane. We will market locations to eat, shop, and stay in Monroe supporting local businesses and elevating the visitors experience by getting off the beaten path.

Memorandum:

The application deadline for the Snohomish County Lodging Tax Advisory Committee was Wednesday, August 20, 2025. In order to comply with the application requirement for public agencies to provide meeting minutes approving projects and authorizing applications for funding, the City of Monroe submitted a Memorandum from Mayor Thomas (attached) indicating that this item would be presented to the City Council for formal approval September 9, 2025.

FISCAL IMPACTS:

The total project cost is estimated to be $12,000.00. The city will apply for $9,000.00 from Snohomish County LTAC funding for content creation and distribution costs. The city intends to apply for $3,000.00 in City of Monroe LTAC funding as our match to go towards photography and boosted Facebook posts.

The City of Monroe's 2025-26 Biennial Budget includes $38,000.00 each year to fund the city's two publications (*MONROE Magazine* and *Sky & Sno Adventure Guide*). Of this $38,000.00 approximately $11,500.00 is distributed to the *Sky & Sno Adventure Guide.* Not producing a 2026 printed publication leaves $11,500.00 in our budget.

TIME CONSTRAINTS:

Snohomish County's LTAC application deadline was August 20, 2025. Approval of the application is requested at the September 9, 2025 City Council meeting in order to meet the County's requirements and abide by our submitted Memorandum.

ALTERNATIVES TO REQUESTED ACTION:

Do not approve the grant application and project.

ATTACHMENTS:

2026 Hotel-Motel Grant Application Package - City of Monroe
2026 Memorandum

Snohomish County
2026 Hotel-Motel Small Fund
Grant Application

PROJECT SPONSOR INFORMATION

Project Title: Explore Monroe Digital Marketing

Date Range and Location of Event/Project: January-December 2026

Request: $9,000.00 Match: $3,000.00 Total Project Budget: $12,000.00

Check all service categories that apply to this application, per RCW 67.28.1816:

- [x] Tourism Promotion/Marketing
- [ ] Operation of a Special Event/Festival designed to attract tourists
- [ ] Operation of a Tourism Promotion Agency
- [ ] Operation of Tourism-Related Facility owned or operated by a municipality or public facilities district
- [ ] Capital Costs of a Tourism-Related Facility owned by a municipality or public facilities district

Project Rank (If sponsor is submitting more than one project): 2

Project Sponsor / Contract Authority: City of Monroe

Address: 806 West Main Street

City: Monroe State: WA Zip: 98272

Contact Person: Katie Darrow

Phone: (360) 863-4519 Email: kdarrrow@monroewa.gov

Sponsor is a: Non-Profit: EIN # _____

Public agency: Tax ID # 91-6001464

Has your organization previously received a Lodging Tax Grant from Snohomish County? Yes __ No__

If yes, what year(s) did your organization receive funding:

YEAR:	AWARDED AMOUNT:	PROJECT TITLE:
2024	$16,000.00	Placer.ai Co-op Membership
2024	$30,000.00	Sky & Sno Adventure Guide
2023	$7,500.00	Datafy Dashboard
2023	$30,000.00	Sky & Sno Adventure Guide
2022	$30,000.00	Sky & Sno Adventure Guide

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2026 Visitor Participation

Estimated overall visitors drawn: 1,300,000

Estimated number of visitors traveling 50+ miles: 300,700

Estimated visitors traveling from out-of-state / out-of-country: 108,000

Estimated one-day visitors (not paying for overnight lodging): 1,300,000

Estimated number of lodging nights generated by project: 3,741

CERTIFICATION

I am an authorized agent of the agency/organization applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with Snohomish County and provide liability insurance for the duration of the contract naming Snohomish County as additional insured and, in an amount, determined by the County.
- Snohomish County will only reimburse those costs incurred by my organization/agency after the service is rendered, paid for, and a signed Request for Reimbursement form has been submitted to the County, including copies of invoices and payment documentation.
- My agency/organization will be required to submit a report documenting economic impact results in a format determined by the County.

Signature: Katie Darrow Digitally signed by Katie Darrow Date: 2025.08.18 13:21:59 -07'00' Date: 8/18/25

Printed or Typed Name: Katie Darrow

Completed application packages must be emailed and received by 11:59 p.m. August 20, 2025.

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1. PROJECT SUMMARY

Please fill out the following bullets listed below and provide a one paragraph summary (maximum 250 words) on the scope of your proposed project. Please include how you plan to use the requested LTAC funds, the number of over nights you anticipate your project will bring to the county, how you plan to attract visitors from 50+ miles away, and any other tourism objectives your project includes.

- Applicant: City of Monroe
- Project Title: Explore Monroe Dig
- Total Project Budget: 12.000.00
- Requested Funding: 9,000.00
- Estimated number of lodging nights generated: 3,741
- County District(s) Impacted: Snohomish3

Summary:

The City of Monroe would like to build and launch our new Explore Monroe tourism brand by launching a seasonal digital campaign. This will include photographs, editorial, reels, and videos that can be used in seasonal campaigns to attract visitors to Monroe. We will market the city as the base camp to Washington's Cascades. We would like to run two 12-week seasonal campaigns, one for the Spring/Summer season running from May through July and a second for the Fall/Winter season running October through December.

We estimate this project bringing in at least 3,741 overnight stays which is 3% of Monroe's 2024 visit nights.

We plan to target visitors from Monroe's top four visitor origin locations (Portland, Bellingham, southern half of Seattle-Tacoma metro area, and Spokane) by marketing places to eat, shop, and stay in Monroe in association with visiting the Cascades. Monroe will be marketed as the family-friendly and affordable place to stay for all the local adventures.

This digital campaign will take the place of the printed Sky & Sno Adventure Guide which the Snohomish County LTAC has graciously helped to fund the past few years. Re-allocating these funds to a digital campaign will allow us to save money while being able to target and track our visitors in direct result of these campaigns.

Continues onto next page.

2. SCOPE OF WORK

Please use the chart below to break out your project into its key stage tasks throughout 2026.

MONTH	PROJECT TIMELINE / BENCHMARKS
January	Draft project proposal and contact local professionals needed for con
February	Work to create deliverables.
March	Work to create deliverables.
April	Work to create deliverables.
May	Launch Spring/Summer Campaign
June	
July	End Spring/Summer Campaign
August	
September	
October	Launch Fall/Winter Campaign
November	
December	End Fall/Winter Campaign

Continues onto next page.

3. SCOPE OF WORK NARRATIVE

Please use the space below to provide any necessary background on elements of your project timeline and scope. In your answer, please include answers to all that apply:

(1) Why is this project a good fit for Snohomish County Hotel-Motel grant funding?
(2) How will grant funding will amplify your proposed project?
(3) How does your project support 2024-2027 Strategic Tourism Plan initiatives?

1. This project is a good fit for Snohomish County Hotel-Motel grant funding because we will be marketing Monroe as a tourism destination and directly marketing Monroe as a base camp to Washington's Cascades - marketing it as the affordable location to stay overnight. Our efforts will directly impact the economic growth in our region.

2. Grant funding will amplify our digital campaigns by allowing us to hire local professionals to create the deliverables needed for these campaigns. With grant funding we will be able to produce a professional, targeted campaign.

3. The project supports the 2024-2027 Strategic Tourism Plan initiatives by highlighting the City of Monroe and the Sky Valley as a unique Pacific Northwest Destination. We will elevate the visitor experience by introducing visitors to all the amazing, local businesses Monroe has to offer. We will also market our affordable lodging options, making our destination family-friendly and affordable. Throughout our marketing we will also strive to educate visitors in order to uphold sustainable tourism.

Continues onto next page.

4. PROJECT BUDGET DETAIL

Please provide a breakdown of major budget line items for your project. Your budget will be used to help the LTAC understand how grant funding will fit into your overall project budget.

Please also attach a Profit & Loss (PnL) Statement to your application.

All items not requested from County or City LTACs can be considered a cash (C) or in-kind (I/K) match. Note, personnel costs (wages, benefits, etc.) cannot be reimbursed by the county, however such costs are eligible as a portion of your in-kind matching funds.

		Project Name:				
Item		Requested from County	*Requested from City LTAC (if applicable)	Cash Match	In-Kind Match	Total
1. Digital ADS/Marketing		$ 2,000.00	$	$	$	$
2. Reels		$ 2,100.00	$	$	$	$
3. Social Media Content		$ 1,920.00	$	$	$	$
4. Blog(s)/Article(s)		$ 1,500.00	$	$	$ 150.00	$
5. Boosted posts		$ 1,480.00	$ 2,000.00	$	$ 600.00	$
6. Photography		$	$ 1,000.00	$	$	$
7.		$	$	$	$	$
8.		$	$	$	$	$
9.		$	$	$	$	$
10.		$	$	$	$	$
Totals:		$ 9,000.00	$ 3,000.00	$	$	$

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5. PROJECT BUDGET NARRATIVE

In the space below please offer any additional information which you feel may provide useful background on your proposed budget.

- If this is the first or second year applying for funds for this project, please explain how grant funding will help kick-start the project for long-term success and resiliency.

- If you have applied for grant funding for three or more years, please explain how Hotel-Motel funds will be used to adapt or grow your project. Specifically, how will funds be used to increase visitation to Snohomish County?

If applicable, please provide a spreadsheet of project profits & loses to illustrate your answers to the questions above.

Digital ADS/Marketing: $1,000.00 each campaign = $2,000.00

Social Media Content: Posting 2x/week ($40/post for action of creating & posting = $80.00/week x 24 = $1,920.00

Boost 2x/week @ $50.00-$100 x 24 = $3,480.00

Blog/Article each campaign 1x/month = $250.00/month = $1,500.00

Photography: $500.00/campaign x 2 = $1,000.00

3 Reels + editorial for each campaign $350.00 x 6 = $2,100.00

= $12,000

In-Kind match covers staff time of 30 min/post x 24 = 12 hours x $50.00 = $600.00
In-Kind match covers staff time of 30 min/article x 6 = 3 hours x $50.00 = $150.00

Continues onto next page.

6. MARKETING PLAN

Please provide a brief overview of your project marketing plan. Include how you plan to use marketing elements to attract visitors from outside Snohomish County, specifically outside of a 50+ mile radius.

If your organization plans to use professional marketing services, please provide a description of those services, and include your proposed marketing plan as an attachment.

These campaigns will be targeting visitors from Monroe's top four visitor origin locations via targeted, geofenced social/digital marketing. For Monroe specifically, these locations include Bellingham, South Seattle/Tacoma, Portland, and Spokane. We plan to market Monroe to these regions as the base camp for Washington's Cascades. We will market locations to eat, shop, and stay in Monroe supporting local businesses and elevating the visitors experience by getting off the beaten path.

Our plan is to use professional services to create the assets for these campaigns which can include editorial, photography, and videography.

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7. ECONOMIC IMPACT

Quantify the projected overnight stays generated by your project and explain the methodology by which you developed them. If your project does not directly generate quantifiable overnights, explain how the project increases length of stay, and/or supports visitors once in-market. Please include answers to all that apply:

(1) What is the estimated economic impact of your proposed project?
(2) How and why will your project benefit the community?

1. We estimate bringing in an additional 3,741 overnight stays (a projection based on analytics drawn from Placer.ai). This is a 3% increase from our 2024 visitors traveling 50+ miles.

In addition, we would expect a similar 3% increase in day-trippers, equaling approximately 39,000 additional day-trip visitors.

The direct economic impact of these additional visitors is estimated at $823,020.00 from overnight visitors and $2,457,000.00 from daytrip visitors, for a total of $3,280,020.00.(These figures were calculated using a professional report on tourism economic impacts, adjusted to fit Monroe's economy).

Not only does this project help to get visitors to Monroe, it educates visitors on ways to stay in Monroe such as where to buy supplies, options for dining and fun shops and locations to visit. We hope to not only increase the amount of shopping that visitors do in Monroe but increase their desire to stay in the market longer.

2. Our project will directly benefit the community by bringing in more visitors to our city, increasing their length of stay and educating visitors on where to shop locally. These efforts should increase revenue for our local businesses.

Continues onto next page.

8. MEASURING SUCCESS

Please provide a summary of how you plan to measure success for your project.

(1) What are the project objectives?
(2) What information will you collect to measure the success of the project?
(3) If you did not receive full funding, how would this impact the project?

1. Our project objectives is to increase visitor spending in Monroe, education visitors about Monroe and all the city has to offer, increase our visitors length of stay and support the economic growth of the city.

2. We will collect data through Placer.ai to measure the success of these campaigns such as evaluating the increase of visitation from our targeted visitor origin locations. We will compare the 2025 visitation to 2024 to see the economic impact.

3. If we do not receive full funding the quality of our campaign and the reach will be reduced. We may not be able to hire professionals for the content creation and/or invest into the advertising that we are hoping for.

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9. COOPERATIVE COMMITMENTS FORM

Provide details of your efforts to apply for city LTAC funds, in area where your project will be taking place. Please identify any funding partners and collaborators.

PROJECTS WHICH WILL OCCUR IN ARLINGTON, BOTHELL, EDMONDS, EVERETT, LYNNWOOD, MARYSVILLE, MONROE, MOUNTLAKE TERRACE, MUKILTEO OR SNOHOMISH: These cities have their own Hotel/Motel funds and donot contribute revenues to the County fund that underwrites this program. On the cooperative commitments form you are expected to outline your efforts to secure funding from your city fund in an amount at least equal to your request for County funds.

As part of the grant application packet please complete this form with all information related to other funds/source contributions.

City LTAC: City of Monroe

Date(s) Applied: October 2025

Amount Requested $ 3,000.00

Status of Application: Applications are projected to open in September.

Contact Person at City: Liam McKorkle

Have you applied for city or county LTAC funds in prior years? If so, please list dates, amounts and results:

YEAR	CITY/COUNTY	RESULT

Other Funding Partners:

List of Cooperative Partners Monroe Chamber of Commerce

Amount contributed (by partner) $ _____

Final page.

City of MONROE WASHINGTON

MEMORANDUM

TO: Snohomish County Lodging Tax Advisory Committee

FROM: Geoffrey Thomas, Mayor

DATE: August 6, 2025

SUBJECT: Snohomish County 2026 Hotel-Motel Grant Application – Explore Monroe Digital Marketing

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The City of Monroe intends to pursue Snohomish County 2026 Hotel-Motel Grant funding for the Explore Monroe Digital Marketing project. Due to the City Council's August recess, formal Council approval will not occur until September 9, 2025. However, this memo serves as an interim authorization for the submission of our funding application to the Snohomish County Lodging Tax Advisory Committee, ensuring the project remains on schedule for funding consideration.

Please accept this memo as confirmation of the City of Monroe's commitment to the Explore Monroe Digital Marketing project and intent to bring it forward for full Council approval in September.

Respectfully,

Geoffrey Thomas, Mayor

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Katie Darrow, Events & Tourism Coordinator

Department: Parks & Recreation

SUBJECT: Authorization of application for Snohomish County Lodging Tax Advisory Committee (LTAC) funds and approval of Placer.ai Co-op Membership

PREVIOUS DISCUSSION:

N/A

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Move to authorize the submittal of Snohomish County Lodging Tax Advisory Committee (LTAC) Grant Application for the 2025 Placer.ai Co-op Membership and approve the $8,500.00 match funds for the project.

POLICY CONSIDERATIONS:

Snohomish County grant applications require public agencies to provide meeting minutes approving projects and authorizing applications for funding.

DESCRIPTION/BACKGROUND:

Project Background:

Placer.ai is a dashboard that provides location intelligence and foot traffic insights using cellular data. This dashboard is similar to Arrivalist (2018-2020) and Datafy (2021-2023) which the city previously tested during the years specified, but Placer.ai has been the most successful for tracking the smaller communities in our region. In 2024, the City of Monroe entered into a partnership with the City of Sultan and the Sky Valley Visitor Information Center on a co-op membership of Placer.ai. In 2024, the Sky Valley Visitor Information Center submitted a Snohomish County Lodging Tax Advisory Committee (LTAC) Grant Application for our co-op membership and in 2025 the City of Monroe has offered submit the grant application. In 2024, Snohomish County Lodging Tax Advisory Committee (LTAC) awarded $16,000.00 to go towards the dashboard and the City of Monroe Lodging Tax awarded $7,500.00 towards the dashboard with the remaining amount funded by the City of Monroe (for $1,000.00) and the Sky Valley Visitor Information Center (for $2,229.50).

Project Description:
Placer.ai is the first dashboard that has been able to track our smaller communities and we have been pleased with the results from the dashboard. It allows our communities to analyze our visitors, events, and programming, thus enabling us to better adapt our tourism strategies. There is so much that we can analyze within the dashboard that we would like to continue the membership now that we have a better understanding of the capabilities. New in 2025 - the Monroe Chamber of Commerce/Visitor Center has agreed to join to partnership.

We plan to use this data for many things including:
1. Targeting visitors from our top visitor origin destinations - determine where these destinations are, and creating marketing campaigns targeting those top destinations.
2. Analyze the effectiveness of any tourism campaigns we partake in.
3. Collect data for regional events that can then help to support that event's growth and/or operations.
4. Analyzing our current visitor trends including days of travel and hours of travel. This information will educate us as to when to expect visitors within our communities and how to prepare for them - such as ensuring local businesses are open to welcome them.

Memorandum:
The application deadline for the Snohomish County Lodging Tax Advisory Committee was Wednesday, August 20, 2025. In order to comply with the application requirement for public agencies to provide meeting minutes approving projects and authorizing applications for funding, the City of Monroe submitted a Memorandum from Mayor Thomas (attached) indicating that this item would be presented to the City Council for formal approval September 9, 2025.

FISCAL IMPACTS:
The total dashboard cost is estimated to be $26,729.50. The city has applied for $16,000.00 from Snohomish County LTAC funding. The city intends to apply for $8,500.00 in City of Monroe LTAC funding as part of our match. Of the remaining balance the City of Sultan and the Sky Valley Visitor Information Center are discussing a partnership to help cover the additional cost of $2,229.50.

TIME CONSTRAINTS:
Snohomish County's LTAC application deadline was August 20, 2025. Approval of the application is requested at the September 9, 2025 City Council meeting in order to meet the County's requirements and abide by our submitted Memorandum.

ALTERNATIVES TO REQUESTED ACTION:
Do not approve the grant application and project.

ATTACHMENTS:
Placer.ai-2026 Hotel-Motel Grant Application Package
Placer.ai Memorandum

Snohomish County
2026 Hotel-Motel Small Fund
Grant Application

PROJECT SPONSOR INFORMATION

Project Title: Placer.ai Co-op Membership

Date Range and Location of Event/Project: January-December 2026

Request: $16,000.00 Match: $10,729.50 Total Project Budget: $26,729.50

Check all service categories that apply to this application, per RCW 67.28.1816:

- [x] Tourism Promotion/Marketing
- [ ] Operation of a Special Event/Festival designed to attract tourists
- [ ] Operation of a Tourism Promotion Agency
- [ ] Operation of Tourism-Related Facility owned or operated by a municipality or public facilities district
- [ ] Capital Costs of a Tourism-Related Facility owned by a municipality or public facilities district

Project Rank (If sponsor is submitting more than one project): 1

Project Sponsor / Contract Authority: City of Monroe

Address: 806 West Main Street

City: Monroe State: WA Zip: 98272

Contact Person: Katie Darrow

Phone: (360) 863-4519 Email: kdarrrow@monroewa.gov

Sponsor is a: Non-Profit: EIN # _____

Public agency: Tax ID # 91-6001464

Has your organization previously received a Lodging Tax Grant from Snohomish County? Yes __ No__

If yes, what year(s) did your organization receive funding:

YEAR:	AWARDED AMOUNT:	PROJECT TITLE:
2024	$16,000.00	Placer.ai Co-op Membership
2024	$30,000.00	Sky & Sno Adventure Guide
2023	$7,500.00	Datafy Dashboard
2023	$30,000.00	Sky & Sno Adventure Guide
2022	$30,000.00	Sky & Sno Adventure Guide

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2026 Visitor Participation

Estimated overall visitors drawn: 1,900,000

Estimated number of visitors traveling 50+ miles: 428,000

Estimated visitors traveling from out-of-state / out-of-country: 200,100

Estimated one-day visitors (not paying for overnight lodging): 1,900,000

Estimated number of lodging nights generated by project: 12,840

CERTIFICATION

I am an authorized agent of the agency/organization applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with Snohomish County and provide liability insurance for the duration of the contract naming Snohomish County as additional insured and, in an amount, determined by the County.
- Snohomish County will only reimburse those costs incurred by my organization/agency after the service is rendered, paid for, and a signed Request for Reimbursement form has been submitted to the County, including copies of invoices and payment documentation.
- My agency/organization will be required to submit a report documenting economic impact results in a format determined by the County.

Signature: _____ Date: _____

Printed or Typed Name: Katie Darrow

Completed application packages must be emailed and received by 11:59 p.m. August 20, 2025.

Continues onto next page.

1. PROJECT SUMMARY

Please fill out the following bullets listed below and provide a one paragraph summary (maximum 250 words) on the scope of your proposed project. Please include how you plan to use the requested LTAC funds, the number of over nights you anticipate your project will bring to the county, how you plan to attract visitors from 50+ miles away, and any other tourism objectives your project includes.

- Applicant: City of Monroe
- Project Title: Placer.ai Co-op Mer
- Total Project Budget: 26.729.50
- Requested Funding: 16,000.00
- Estimated number of lodging nights generated: 12,840
- County District(s) Impacted: Snohomish (

Summary:

The City of Monroe, Monroe Chamber of Commerce, City of Sultan and the Sky Valley Visitor Information Center would like to partner together on a Placer.ai membership. This is the first dashboard that has been able to track our smaller communities and we have been pleased with the results from the dashboard. There is so much that we can analyze within the dashboard that we would like to continue the membership now that we have a better understanding of the capabilities.

We estimate bringing in an additional 12,840 overnight stays with the targeting data we receive from Placer.ai. This is a 3% increase from our visitors traveling 50+ miles in previous years.

We plan to use this data for many things including:
1. Targeting visitors from our top visitor origin destinations - determine where these destinations are, and creating marketing campaigns targeting those top destinations.
2. Analyze the effectiveness of any tourism campaigns we partake in.
3. Collect data for regional events that can then help to support that event's growth and/or operations.
4. Analyzing our current visitor trends including days of travel and hours of travel. This information will educate us as to when to expect visitors within our communities and how to prepare for them - such as ensuring local businesses are open to welcome them.

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2. SCOPE OF WORK

Please use the chart below to break out your project into its key stage tasks throughout 2026.

MONTH	PROJECT TIMELINE / BENCHMARKS
January	Execute contract with Placer.ai
February	
March	
April	
May	
June	Analyze effectiveness of dashboard & partnership for possible future
July	
August	Apply for Snohomish County LTAC grant if applicable.
September	
October	Apply for City of Monroe LTAC grant if applicable.
November	
December	

Continues onto next page.

3. SCOPE OF WORK NARRATIVE

Please use the space below to provide any necessary background on elements of your project timeline and scope. In your answer, please include answers to all that apply:

(1) Why is this project a good fit for Snohomish County Hotel-Motel grant funding?
(2) How will grant funding will amplify your proposed project?
(3) How does your project support 2024-2027 Strategic Tourism Plan initiatives?

1. This project is a good fit for Snohomish County Hotel-Motel grant funding because the dashboard allows us to analyze our visitors, events, and programming, thus enabling us to better adapt our communities' tourism strategy. This is the first dashboard that has accurately tracked our small communities' visitation trends. Placer.ai provides us the data needed to create effective and efficient marketing campaigns that promote tourism in our Snohomish County localities. We can also use the data to evaluate regional events to help shape programming operations and/or growth. Placer.ai will allow us to enhance our marketing efforts and event planning in order to support more visitation, tourism and overnight stays.

2. Grant funding will allow us to purchase this dashboard for 2026. Each of our communities on their own would not be able to afford the dashboard but as a partnership, together with the support of the Snohomish County LTAC, we can work together to benefit the Sky Valley as a whole.

3. Placer.ai gives us the ability to measure our tourism marketing success and efforts. In terms of the 2024-2027 Strategic Tourism Plan, this project especially supports the initiatives of "Create a baseline of understanding" and "Facilitate Awareness." For the former initiative, Placer.ai provides a data driven tool to better understand our visitors - including demographics, visitation trends, key community assets, etc. - that can serve as a reference point for future marketing or programming analyses. For the later initiative, the project is a partnership between three organizations that seek to utilize the data to better understand and spread awareness regarding the best practices and strategies for managing tourism promotion across the Sky Valley region.

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4. PROJECT BUDGET DETAIL

Please provide a breakdown of major budget line items for your project. Your budget will be used to help the LTAC understand how grant funding will fit into your overall project budget.

Please also attach a Profit & Loss (PnL) Statement to your application.

All items not requested from County or City LTACs can be considered a cash (C) or in-kind (I/K) match. Note, personnel costs (wages, benefits, etc.) cannot be reimbursed by the county, however such costs are eligible as a portion of your in-kind matching funds.

		Project Name: Placer.ai Co-op Membership				
Item		Requested from County	*Requested from City LTAC (if applicable)	Cash Match	In-Kind Match	Total
1. Placer.ai Membership		$ 16,000.00	$ 8,500.00	$ $2,229.5	$	$ 26,729.50
2.		$	$	$	$	$
3.		$	$	$	$	$
4.		$	$	$	$	$
5.		$	$	$	$	$
6.		$	$	$	$	$
7.		$	$	$	$	$
8.		$	$	$	$	$
9.		$	$	$	$	$
10.		$	$	$	$	$
Totals:		$	$	$	$	$ 26,729.50

Continues onto next page.

5. PROJECT BUDGET NARRATIVE

In the space below please offer any additional information which you feel may provide useful background on your proposed budget.

- If this is the first or second year applying for funds for this project, please explain how grant funding will help kick-start the project for long-term success and resiliency.

- If you have applied for grant funding for three or more years, please explain how Hotel-Motel funds will be used to adapt or grow your project. Specifically, how will funds be used to increase visitation to Snohomish County?

If applicable, please provide a spreadsheet of project profits & loses to illustrate your answers to the questions above.

This is our second year applying for this specific dashboard. Grant funding will kick-start the project for long term success as it will give our communities the tool to understand our visitor markets. We have begun this work in 2025 but we have a lot more to data to examine and begin putting into practice.

In one example, the City of Monroe last completed a Visitor/Tourism Assessment in 2006. Beginning next year, the city will look to update this Visitor/Tourism Assessment in order to provide a comprehensive analysis of tourism trends and establish actionable goals to improve tourism promotion in the city and region. Placer.ai will be a critical tool to finalizing this project. As our organizations/agencies use Placer.aifor tangible deliverables like this assessment or specific marketing campaigns, we are able to turn the data into actionable results thus increasing the returns and, subsequently, long-term resiliency or longevity of the project.

The total $26,729.50 cost includes:
$24,000.00 membership for Placer.ai dashboard
2,229.50 sales tax for membership

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6. MARKETING PLAN

Please provide a brief overview of your project marketing plan. Include how you plan to use marketing elements to attract visitors from outside Snohomish County, specifically outside of a 50+ mile radius.

If your organization plans to use professional marketing services, please provide a description of those services, and include your proposed marketing plan as an attachment.

For the City of Monroe, we plan to analyze our visitors from our top four visitor origin destinations and create a targeted, seasonal marketing campaign with an emphasis on those traveling 50+ miles. We hope to hire professional and local writers and photographs to create assets for this campaign such as photography, articles, videos, and social media posts.

Using the Placer.ai tool our communities will track our visitors, event attendees and visitor trends and use this data to create targeted marketing campaigns and increase the visitor experience.

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7. ECONOMIC IMPACT

Quantify the projected overnight stays generated by your project and explain the methodology by which you developed them. If your project does not directly generate quantifiable overnights, explain how the project increases length of stay, and/or supports visitors once in-market. Please include answers to all that apply:

(1) What is the estimated economic impact of your proposed project?
(2) How and why will your project benefit the community?

This project does not directly generate quantifiable overnight stays. Nevertheless, the tool is crucial to providing the data necessary to engage in targeted marketing campaigns and adjusting our tourism strategies in a way that will attract more visitors and lodging nights.

In 2026, we estimate bringing in an additional 12,840 overnight stays – a number generated in part by the data we receive from Placer.ai. This is a 3% increase from our 2024 visitors traveling 50+ miles. Placer.ai will be essential to ensuring our organizations target the 'right' markets that allow continued and accelerated growth in overnight stays.

Placer.ai will benefit the community in a number of ways including:

Supporting Local Businesses – Supporting increases to visitation (as well as understanding visitor routes and trends) will help direct visitors to local businesses, supporting local sales and economic vitality. We plan to market the Sky Valley region's businesses, inviting visitors to eat local, shop local, and stay locally. Placer.ai information can also be used when appropriate to inform businesses of key economic development data points like peak visitation days/hours. Sharing this information can both directly support local businesses and exponentially increase tourism promotion as business utilize information shared in this tool to adapt their own tourism efforts.

Enhancing the Visitor Experience – The tool will help us educate visitors on areas like how to get here, when to travel, 'hidden gems,' and other insider tips, both elevating the visitor experience and limiting negative tourism externalities on local residents. Some examples may include sharing marketing information of when to travel on US-2 – helping to decrease traffic during peak times for residents – or sharing details of trailheads and their peak visitation times. Additionally, the tool can help us evaluate popular visitor destinations, allowing us to better partner with local businesses, evaluate parks and facilities planning, and craft tourism marketing narratives/campaigns that enhance the visitor experience while staying cognizant of the communities concerns of over-used areas.

Promoting Sustainable Tourism – Placer.ai will provide data needed to better promote

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8. MEASURING SUCCESS

Please provide a summary of how you plan to measure success for your project.

(1) What are the project objectives?
(2) What information will you collect to measure the success of the project?
(3) If you did not receive full funding, how would this impact the project?

1. Our project objectives is to better understand our visitors allowing us to more effectively market the Sky Valley region. All while supporting the objectives of the Snohomish County Strategic Tourism Plan.

2. We will collect information such as the number of visitors to our region, when visitors are visiting our region most often, where they are coming from and heading to, key community assets/attractions, peak hours, gaps in our markets preventing further visitation and more details. We will also collect data from Placer.ai to evaluate the success of marketing campaigns that each of the partners partake in. As Placer.ai is used for actionable items like marketing campaigns, we will be able to monitor the success of the tool through Placer.ai itself by seeking variance in visitations from such campaigns.

3. If we do not receive full funding we may not be able to afford the membership. Each of our communities on their own would not be able to afford the dashboard as a single entity, but as a partnership with funding support from Snohomish County, we can all benefit.

Continues onto next page.

9. COOPERATIVE COMMITMENTS FORM

Provide details of your efforts to apply for city LTAC funds, in area where your project will be taking place. Please identify any funding partners and collaborators.

PROJECTS WHICH WILL OCCUR IN ARLINGTON, BOTHELL, EDMONDS, EVERETT, LYNNWOOD, MARYSVILLE, MONROE, MOUNTLAKE TERRACE, MUKILTEO OR SNOHOMISH: These cities have their own Hotel/Motel funds and donot contribute revenues to the County fund that underwrites this program. On the cooperative commitments form you are expected to outline your efforts to secure funding from your city fund in an amount at least equal to your request for County funds.

As part of the grant application packet please complete this form with all information related to other funds/source contributions.

City LTAC: City of Monroe

Date(s) Applied: October 2025

Amount Requested $ $8,500.00

Status of Application: Applications are projected to open in September.

Contact Person at City: Liam McKorkle

Have you applied for city or county LTAC funds in prior years? If so, please list dates, amounts and results:

YEAR	CITY/COUNTY	RESULT
2024	Snohomish County	$16,000.00 Award
2024	City of Monroe	$7,500.00 Award

Other Funding Partners: Sky Valley Chamber/Visitor Center, City of Monroe

List of Cooperative Partners Sky Valley Chamber/Visitor Center, City of Sultan, Monroe Cl

Amount contributed (by partner) $ $10,229.50

Final page.

City of MONROE WASHINGTON

MEMORANDUM

TO: Snohomish County Lodging Tax Advisory Committee

FROM: Geoffrey Thomas, Mayor

DATE: August 6, 2025

SUBJECT: Snohomish County 2026 Hotel-Motel Grant Application – Placer.ai Co-op Membership

---

The City of Monroe intends to pursue Snohomish County 2026 Hotel-Motel Grant funding for the Placer.ai Co-op Membership project. Due to the City Council's August recess, formal Council approval will not occur until September 9, 2025. However, this memo serves as an interim authorization for the submission of our funding application to the Snohomish County Lodging Tax Advisory Committee, ensuring the project remains on schedule for funding consideration. The Monroe City Council has previously approved grant funds for the Placer.AI Membership.

Please accept this memo as confirmation of the City of Monroe's commitment to the Placer.AI Co-op Membership project and intent to bring it forward for full Council approval in September.

Respectfully,

Geoffrey Thomas, Mayor

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Jakeh Roberts, Public Works Director

Department: Parks & Recreation

SUBJECT: **Ord. 017/2025 code revisions to Monroe Municipal Code (MMC) Title 9 - Park Code**

PREVIOUS DISCUSSION:

July 15, 2025 City Council Study Session

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Accept as first reading Ordinance No. 017/2025, amending Chapter 9.28 MMC, Park Code; providing for severability; and establishing and effective date.

POLICY CONSIDERATIONS:

Revised Code of Washington (RCW) 35A.11.020 states that the Monroe City Council *"...may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city...".*

DESCRIPTION/BACKGROUND:

Introduction:

The proposed revisions to MMC Title 9, Park Code, are designed to clarify definitions and update regulations surrounding approved activities within the parks as well as property managed by the Parks and Recreation Department. Additional changes are proposed to improve the process of enforcing Park regulations.

Many of the code sections proposed to be updated were originally developed and approved in the 1990's or early 2000's.

Council Comments and Proposed Code Updates - July 15, 2025 Study Session:

City Council had a robust discussion regarding the proposed code amendments. The relevant code sections that were discussed at the meeting have been updated to reflect Council's feedback and comments.

General Changes

Purpose (9.28.015):

A new section states the purpose of the park code and ensures that all codes in city parks are compliant with first amendment standards.

Exercise of Police Power and Land Owner Authority (9.28.020):

The amended section expands the application of this section to include the power provided to the City as the land owner of city parks.

Definitions (9.28.030):

Three new definitions were added to the code for clarity:

- "Department" is newly defined as the parks and recreation department.
- "Director" is newly defined as the Director of the Parks and Recreation Department. The following sections of the code are updated solely for the purpose of implementing that change:
  - Off-Leash Area for Dogs **(9.28.065)**
  - Solicitors Loudspeakers **(9.28.100)**
- "Camping" is now added to the definitions to clarify the intent of the camping regulations **(9.28.140).**

***Updated Based on Council Comments* - Hours (9.28.035):**

The previous text regarding park closure between dusk and dawn is now clarified to state *"30 minutes prior to dawn and 30 minutes after dusk"* to provide for park users that may wish to access the Lake Tye, the Skykomish River, or other park amenities at dusk and dawn (e.g., for fishing).

Additionally, exceptions to the hours of operations are made for first responders, city staff, and contractors working on behalf of the city.

Council Comment/Question	Response
Is there a discrepancy between updated park hours section and the lighting at Lake Tye, which allows for use until 10 PM?	The proposed MMC 9.28.035 states *"Unless otherwise posted... shall be closed to the general public 30 minutes prior to dawn and 30 minutes after dusk."* Lake Tye Park has posted signage which allows for use of the lighted trail during hours of darkness up until 10 PM.
Instead of using the terms "dusk and dawn" simplify and use "hours of darkness" which better accommodates all park users.	The proposed code has been updated to reflect this comment.

Boats at Lake Tye

***Updated Based on Council Comments* - Use of Watercraft (9.28.110):**

This section has been amended to:

- Restrict launching of boats *from a trailer* to designated boat launch areas for lakes within City Parks unless otherwise authorized through a concessionaires agreement or special event permit as approved by the director.
- Provides for the Director to allow first responders, Public Works, and Parks Department(s) or their contractors to utilize gas engine powered vessel for the purpose of performing emergency response, fountain, bank, and other maintenance activities when necessary.

Council Comment/Question	Response
Is it necessary to restrict the launching of paddleboards, kayaks, or similar smaller/personal non-motorized watercraft to boat launches?	The proposed MMC 9.28.100 has been updated to state: *It is unlawful to launch any boat, float, raft or other watercraft from a trailer in or upon any bank, lake, slough, river or creek within the limits of any park except for areas specifically designated therefore".* The updated code more accurately reflects the comments from Council which favored allowing for paddleboards, kayaks, or other smaller watercraft to be launched from locations around Lake Tye and the Skykomish River.

Vehicle Use in the Parks

Vehicle Use Restrictions (9.28.120):

A new subsection (B) states that motor vehicles may only park within designated parking areas except when allowed under an approved special event permit.

Camping Restrictions

Camping (9.28.140)

Camping has been updated to allow for usage of all available park facilities only when associated with an approved special event permit and for a maximum of two consecutive nights. Previously this was only allowed at Lake Tye and Sky River Park when associated with an approved special event permit.

Council Comment/Question	Response
Would the definition of camping prevent families from using shade shelters?	The definition for camping in the proposed MMC 9.28.030, G, specifies that the restriction only applies to tents or shade shelters that are occupied for the *"...purposes of habitation"*. This section would not apply to shade tents, or those commonly used during typical day

	visit to a City park (e.g., at a sports event or for general outdoor recreation).
Should the definition of "camp" or "camping" include individuals staying overnight in Parks with no camping gear or only a backpack?	Per proposed MMC 9.28.035 staying overnight or during hours of darkness in City parks is not allowed unless associated with a special event permit. Individuals who have not been issued a special event permit may not stay in parks outside the hours of 30 minutes prior to "dawn" through 30 minutes after to "dusk" unless otherwise posted.

Approved Sport Locations

Sports - Location Restriction (9.28.160)

The list of sports prohibited outside of designated areas now includes pickleball and skateboarding.

Council Comment/Question	Response
Would the proposed skateboarding restriction apply to riding on paths around Lake Tye (and/or other paths/trails)?	The proposed code amendment would not impose a restriction on skateboarding around Lake Tye on the shared path. Per MMC 10.16.030, skateboarding is allowed on sidewalks and public paths throughout Monroe, with the exception of within the historic downtown area.

Litter and Trash

***Updated Based on Council Comments* - Litter and Trash Receptacles (9.28.170)**

The section is updated to prohibit the deposit of dangerous or extremely hazardous waste as defined by Chapter 70A.300 RCW, human waste or sewage as defined by Chapter 246-272A WAC, or waste generated from a household into the City's designated receptacles (trash cans) with some specific exceptions provided for the care of an infant, or for an individual who requires the use of personal sanitary garments.

Council Comment/Question	Response
Council requested clearer language regarding the disposal of human waste, specifically mentioning how this regulation would affect the care of an infant, or care for those who may require similar type provisions during visits to a City park.	The proposed update includes the following provisions to reflect Council's comments A. *A person may dispose of a limited quantity of human sanitary waste, contained within a single, sealed, non-reusable absorbent garment or similar product, into a waste receptacle provided:* i. *The waste was generated by*

	an infant or an individual requiring such a garment. ii. *The disposal of such waste shall be limited to an amount consistent with its incidental use during the persons visit to the park.*

Racing

Speed or Endurance Competitions Prohibited (9.28.190)

The list of prohibited competitions now includes drifting (vehicle drift style racing)

Fires and Barbeques

***Updated Based on Council Comments* - Fires (9.28.200)**

While fires (e.g., campfires, bonfires) remain prohibited, the use of various appliances such as self contained propane appliances is now allowed; provided that the fire is supervised at all times and that any remaining coals are to be totally extinguished and disposed of in a safe manner.

Council Comment/Question	Response
Council comments indicated a preference to allow for self contained cooking appliances (barbeques, cookers, propane stoves) in City parks rather than outright banning them.	The code section has been updated to reflect Council's comments allowing for propane stoves or similar type gas appliances to be used in City Parks. *9.28.200 now includes the following text:* A. *Unless otherwise posted, the operation of gas grills or similar gas cooking appliances is allowed in areas of a park not designated for other uses, and only upon sand, gravel, asphalt, concrete, and irrigated grass surfaces. All such gas grills or similar gas cooking appliances shall be supervised during operation at all times*

Alcohol and Cannabis in Parks

Open containers ofalcoholic beverages, and cannabis prohibited (9.28.210).

The previous section on open containers of alcoholic beverages has been revised and expanded to include an update to clarify the meaning of possession of an open container of any alcoholic beverage. The section now prohibits consuming cannabis in any city park. In

addition, an exemption for alcoholic beverages is updated for permitted special events when accompanied by appropriate state permits.

Trespass in Parks/Park Exclusion

***Updated Based on Council Comments* - Park Exclusion Trespass in Parks - Punishment (9.28.225)**

This code section has been updated to apply exclusion rules to be applied to one, multiple, or all city parks rather than only the park area where the violation occurred. Additional updates include increases in the exclusion periods from the proposed 90 days as shown below:

1. The first exclusion period is increased to up to one (1) year
2. The second exclusion period is increased to up to two (2) years
3. If there is a weapon involved, the first exclusion period may be for up to two (2) years

In addition to the the revised exclusion areas and periods, the presiding official over exclusionary matters is proposed as the City of Monroe's hearing examiner, rather than Snohomish County Superior court judge. If an appeal of a Hearing Examiner decision is made, the appeal will now be directed to the Snohomish County Superior court.

**These updates were developed in collaboration with the Monroe Police Department in an effort to make the park exclusion process more practically enforceable and more effective.*

Council Comment/Question	Response
Council requested the park exclusion periods be increased to at least one year.	The code section has been updated to reflect Council's comments allowing, but not requiring, up to 2 year exclusion periods depending upon the circumstances (i.e., 2 years for those having been excluded more than one time in the past) and/or if weapons are involved.
Council requested that the park exclusion apply to all parks if feasible, not only the park in which the violation occurred within.	The code section has been updated to reflect Council's comments allowing for up to all parks to be included in the exclusion process.

Additional Council Comments/Questions Not Directly Related to Code Updates:

Comment/Question	Response
What is the process for adding memorial park benches and memorial plaques?	The process is covered under the City's donation policy and procedure. More detailed information can be found on the City website here: https://monroewa.gov/1030/Donations
What organization stocks the fish in Lake Tye?	Snohomish Sportsman Club and Washington State Department of Fish and Wildlife are the groups that have historically stocked Lake Tye with fish.

FISCAL IMPACTS:

There are no expected direct fiscal impacts from these proposed updates to the Park Code.

TIME CONSTRAINTS:

None

ALTERNATIVES TO REQUESTED ACTION:

1. Do not update proposed code and direct Mayor to areas where additional changes may be needed.

ATTACHMENTS:

Monroe-Ord 17-2025 -Park Code Amendments Updated 9-8-25

CITY OF MONROE
ORDINANCE NO. 017/2025

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 9.28 MMC PARK CODE; UPDATING THE PURPOSE, PARK HOURS, TRASH DISPOSAL STANDARDS, **USE REGULATIONS**, CAMPING RESTRICTIONS, USE OF PROHIBITED SUBSTANCES, AND PROCEDURES FOR PARK EXCLUSION; AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City of Monroe has adopted and codified regulations governing the use of City park facilities at Chapter 9.28 MMC; and

WHEREAS, the City desires to update and amend said regulations to reflect modern practices, terminology, legal standards, and administrative roles;

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

Section 1. Amendment of Chapter 9.28 MMC—New Section 9.28.015 Adopted. Chapter 9.28 of the Monroe Municipal Code is hereby amended by the adoption of new Section 9.28.015 to provide in its entirety as follows:

9.28.015 Purpose; Construction.

This chapter establishes the general regulations which will be in effect for all city parks unless otherwise provided. These general regulations are in addition to other applicable city, state, and federal laws. The provisions of this chapter shall be reasonably construed and administered in a manner that is consistent with applicable state and federal law, specifically including without limitation applicable First Amendment standards governing free speech and expressive conduct.

Section 2. Amendment of MMC 9.28.020. Section 9.28.020 of the Monroe Municipal Code is hereby amended as follows:

9.28.020 Exercise of Police Power and Land-Owner Authority.

This chapter is an exercise of the police power of the state of Washington and the city of Monroe for the public peace, health, safety and welfare, **and an exercise of the City's authority as owner of the park facilities governed hereunder,** and this provision shall be liberally construed.

Section 3. Amendment of MMC 9.28.030. Section 9.28.030 of the Monroe Municipal Code is hereby amended as follows:

9.28.030 Definitions.

The terms herein used, unless clearly contrary to or inconsistent with the context in which used, shall be considered as follows:

. . . .

E. "Department" means the parks and recreation department.

F. "Director" means the director of the parks and recreation department or their designee.

G. "Camp" or "camping" means to pitch, use, or occupy a tent, lean-to, temporary shelter, recreational vehicle, or similar temporary, portable, and/or mobile facilities for the purposes of habitation.

Section 4. Amendment of MMC 9.28.035. Section 9.28.035 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.035 Hours.

~~Unless otherwise posted, city parks are open to the public from dawn to dusk and closed to public use from dusk to dawn.~~

The provisions of this section shall apply to all parks property, improved and unimproved, within the city or owned by the city.

A. Unless otherwise posted, all parks, including without limitation any vehicle parking areas located therein, shall be closed to the general public 30 minutes prior to "~~dawn~~ sunrise" and 30 minutes after "~~dusk~~ sunset".

B. It is unlawful for any person to enter, remain in, otherwise use a park at any time between the closing hour designated above and the opening hour of the following day; provided, that the foregoing prohibition shall not apply to law enforcement and other first responder personnel or authorized city employees or contractors.

C. For the purposes of this section, "~~dawn~~ sunrise" and "~~dusk~~ sunset" means the time of official sunrise and sunset for the particular day as published by the U.S. Weather Service.

Section 5. Amendment of MMC 9.28.040. Section 9.28.040 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.040 Erection of signs or structures.

It is unlawful to ~~use,~~ **install, affix,** place or erect any sign board, sign, billboard, bulletin board, post, pole or device of any kind for advertising in any park; or to attach any notice, bill, poster, sign, wire, rod or card to any tree, shrub, railing, post or structure within any

park; or to **install, affix,** place or erect in any park a structure of any kind, unless ~~authorized by the director~~, **permitted under a city-approved concessionaire agreement, special event permit,** ~~Monroe city council~~ **or as allowed by Chapter 22.50 MMC, as applicable.**

Section 6. Amendment of MMC 9.28.065. Subsections 9.28.065(A) and (B) of the Monroe Municipal Code are hereby amended to provide in their respective entirety as follows:

9.28.065 Off-leash area for dogs.

A. The ~~Monroe parks~~ director shall have the authority to designate areas at city parks as off-leash areas for dogs to run at large.
B. The ~~Monroe parks~~ director shall have the authority to establish such rules and regulations as reasonably necessary for the operation of such designated off-leash areas.

. . . .

Section 7 Amendment of MMC 9.28.100. Section 9.28.100 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.100 Solicitors – Loudspeakers.

Except as may be specifically provided by law, it is unlawful to take up collections; or to act as or ply the vocation of solicitor, agent, peddler or fakir, mendicant, beggar, strolling musician, organ grinder, exhorter, barker, showman, or bootblack; or to operate or use any loudspeaker, without written permission from the ~~parks~~ director.

Section 8 Amendment of MMC 9.28.110. Section 9.28.110 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.110 Use of Watercraft - Restrictions.

A. ~~The city council shall have the right to designate areas where it shall be~~ **It is un**lawful to operate any boat, float, raft or other watercraft in or upon any bank, lake, slough, ~~river~~ or creek within the limits of any park **except for areas specifically designated therefore**. **Without limitation of the foregoing, n**~~N~~o gas-powered motors of any size and no electric motors in excess of one and three-quarters horsepower, including model boats, shall be allowed on Lake Tye, unless otherwise approved by special event permit.

B. It is unlawful to launch any boat, float, raft or other watercraft from a trailer in or upon any bank, lake, slough, river or creek within the limits of any park except for areas specifically designated therefore. ~~Launching of boats of any type~~

~~from beach area in Lake Tye is prohibited. For Lake Tye, boats shall be launched within the designated boat launch area.~~

C. The provisions of the section shall not apply to the extent that the activities are authorized by the director, approved pursuant to a special use permit, or are allowed pursuant to a city-approved concessionaire agreement.

Section 9. Amendment of MMC 9.28.120. Section 9.28.120 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.120 Vehicle use of Restrictions.

A. It is unlawful to ride or drive any bicycle, tricycle, motorcycle, or motor vehicle over or through any park except along and upon the park driveways, parkways, boulevards, or at a speed in excess of ten miles per hour or to stand or park any vehicle except in areas designated **for such use**. ~~by the city council and so designated by signs~~. In particular it shall be unlawful for anyone to drive off of roads or vehicle rights-of-way, and motorcycles and four-wheel drive vehicles shall not be authorized to use any park paths or other roads other than roadways for ingress or egress to and from a park unless there is a designation that such other roads may be used by off-road vehicles and are so designated by signs.

B. Vehicles may only park within designated parking areas in any park except as expressly allowed under an approved special event permit.

Section 10. Amendment of MMC 9.28.140 Camping. Section 9.28.140 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.140 Camping.

A. It is unlawful to camp in any park except **as provided in this section.**~~:~~

B. ~~1. Camping at Lake Tye Park and Sky River Park~~ **Overnight camping may be allowed for up to two consecutive nights** ~~may be allowed~~ in conjunction with a special event permit issued pursuant to Chapter 5.28 MMC or as provided by the current city of Monroe athletic field priorities, policies and procedures**.**~~; or~~

~~2. Camping for up to two consecutive nights may be allowed in conjunction with special events through a special event permit issued pursuant to Chapter 5.28 MMC and approved by the city council.~~

C~~B~~. Any fees associated with this section shall be as set by periodic resolution of the ~~Monroe~~ city council.

Section 11. Amendment of MMC 9.28.150. Section 9.28.150 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.150 Public facilities, water and other utilities.

It shall be unlawful to do the following:

~~A. Use any park facility unless such is designated for public use and a sign so indicates, or prior approval has been obtained from the city council.~~

~~B.~~ **A.** Use any park facility or other utility unless such **facility** is designated **and signed** for public use **or prior approval has been obtained from the director.**

~~C.~~ **B.** Remove water from any parks for personal, residential, commercial, or other use not incident to utilization and enjoyment of the park. Water may be used for city-authorized park maintenance and municipal purposes by city-authorized personnel.

Section 12. Amendment of MMC 9.28.160 Sports – Location Restriction. Section 9.28.160 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.160 Sports – Location restriction.

It is unlawful to practice or play golf, baseball, cricket, lacrosse, polo, archery, hockey, tennis, badminton, **pickleball, skateboarding**, or other games of like character or to hurl or propel any airborne or other missile except at places ~~set aside~~ **designated** for such purposes**.** ~~by the city council.~~

Section 13. Amendment of MMC 9.28.170. Section 9.28.170 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.170 Litter and Trash Receptacles.

It shall be unlawful to do the following:

A. ~~Littering in City Parks. It shall be unlawful for any person to t~~Throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk or advertising matter in any park or to deposit any waste or abandoned material therein except in designated receptacles.

B. ~~Designated Trash Receptacles (trash cans). It shall be unlawful for any person to deposit~~ **Deposit dangerous or extremely hazardous waste as defined by Chapter 70A.300 RCW, human sanitary waste or sewage as defined by Chapter 246-272A WAC or, waste generated from a household or commercial enterprise in designated waste receptacles.**

C. Notwithstanding the prohibitions in this subsection, a person may dispose of a limited quantity of human sanitary waste, contained within a single, sealed, non-reusable absorbent garment or similar product, into a waste receptacle provided:

i. The waste was generated by an infant or an individual requiring such a garment.

ii. **The disposal of such waste shall be limited to an amount consistent with its incidental use during the person's visit to the park.**

Section 14. Amendment of MMC 9.28.190. Section 9.28.190 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.190 Speed or endurance competitions prohibited.

It is unlawful to engage in, conduct or hold any **races**, trials or competition for speed, endurance, **drift racing**, or hill climbing involving any vehicle, boat, aircraft or animal in any park, unless otherwise approved by a special event permit issued pursuant to Chapter 5.28 MMC.

Section 15. Amendment of MMC 9.28.200. Section 9.28.200 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.200 Fires.

A. It is unlawful to **set or maintain** any **uncontained** fires in any park except in areas designated **for such use.**

B. Unless otherwise posted, the operation of gas grills or similar gas cooking appliances is allowed in areas of a park not designated for other uses, and only upon sand, gravel, asphalt, concrete, and irrigated grass surfaces. All such gas grills or similar gas cooking appliances shall be supervised during operation at all times

Section 16. Amendment of MMC 9.28.210. Section 9.28.210 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.210 Open containers of alcoholic beverages**, and cannabis prohibited.**

~~It is unlawful for any person to consume or possess any alcoholic beverage in a city park, including unopened alcoholic beverage containers, except in those areas and/or at those events for which the appropriate license(s)/permit(s) has been obtained from the state of Washington and an approved special event permit has been issued by the director or designee in accordance with Chapter 5.28 MMC.~~

A. It is a civil infraction for any person to possess an open container of any alcoholic beverage or consume cannabis while in any city park. Any person having an open container within

one's immediate reach or control (such as at a bench, picnic table, blanket, or motor vehicle where that person is sitting) within a city park may be considered as in possession of the container for the purposes of this section.

B. A person is exempt from this section as it relates to alcoholic beverages to the extent that their actions are in accordance with a special events permit for which the appropriate license(s)/permit(s) has been obtained from the Washington State Liquor and Cannabis Board and an approved special event permit has been issued by the director in accordance with Chapter 5.28 MMC.

Section 17. Amendment of MMC 9.28.225. Section 9.28.225 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.225 Trespass in parks – Punishment

A. Any person who knowingly (1) enters or remains in a park from which he or she has been excluded during the period covered by an exclusion notice pursuant to MMC 9.28.255; (2) enters, remains in, or is otherwise present within the premises of a park during hours which the park or portion of the park is not open to the public, unless the person is present within the park to participate in an activity either conducted by the parks and recreation department or conducted pursuant to the terms of a permit issued by the parks and recreation department or by special event permit issued pursuant to Chapter 5.28 MMC; or (3) enters or remains in any area of a park which has been designated and posted by the parks ~~manager~~ **director** as a closed area, using such postings as "no admittance" or "closed to use" or "no trespassing" shall be guilty of trespass in parks, a gross misdemeanor, and may be punished by a fine not to exceed five thousand dollars or imprisonment in jail not to exceed one year, or by both such imprisonment and fine.

B. The provisions of this section do not apply to any duly authorized department of parks and recreation or other city employee in the performance of his or her duties, or other person authorized by law.

C. It is not a defense to the crime of trespass in parks:
   1. That the underlying exclusion issued pursuant to this chapter is on appeal when the excluded person is apprehended, charged, or tried under this section; nor
   2. That the excluded person entered or remained in the park pursuant to a permit that was issued in the name of another person either before or after the date of the exclusion notice.

Section 18. Amendment of MMC 9.28.255. Section 9.28.255 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.255 Park exclusion.

A. **Law enforcement personnel are authorized to issue and enforce trespass violations of Monroe parks by consent of the director**. The parks ~~manager~~ **director** and ~~his/her~~ **their** designees shall be empowered to exercise the authority of peace officers to the extent necessary to enforce this section.

B. **Law enforcement personnel and the** parks ~~manager~~ **director** or ~~his/her~~ **their** designees may, by delivering an exclusion notice in person to the offender, or by first class mail and certified mail to the offender at the offender's last known address, exclude from a**ll** city park**s** anyone who within a city park:

1. Violates any provision of this chapter; or
2. Violates any park rule; or
3. Violates any provision of this code or the Revised Code of Washington.

The offender need not be charged, tried, or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective. The exclusion may be based upon observation by **law enforcement personnel** the parks ~~manager~~ **director** or ~~his/her~~ **their** designee or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

C. If the offender:

1. Has not been excluded from any city park by an exclusion notice issued within one year prior to the violation, then ~~Officers of the Monroe Police Department~~ **law enforcement personnel** ~~the~~ **or** parks ~~manager~~ **director** ~~or his/her designee~~ may exclude the offender from **all** city park**s** for a period not exceeding ~~seven~~ **one year** from the date of the exclusion notice.
2. Has been the subject of **a** prior exclusion notice issued within one year prior to the current violation then **law enforcement personnel or** the parks ~~manager~~ **director** ~~or his/her designee~~ may exclude the offender from all city parks for a period **not exceeding** ~~ninety days~~ **two years** from the date of the exclusion notice.
3. Has **not** been **excluded from any city park by an** exclusion notice **and** the current violation is a weapon violation, then the parks manager or his/her designee may exclude the offender from all city parks for a period **not exceeding** ~~of~~ **two** year**s** from the date of the exclusion notice.

D. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

~~E. Only the parks manager or his/her designee after a hearing may rescind, shorten or modify an exclusion notice for a period not exceeding seven days.~~

~~F.~~ **E.** An offender receiving an exclusion notice ~~longer than seven days~~ may seek a hearing **before the City hearing examiner**, to have the exclusion notice rescinded, the period of exclusion shortened, or the areas of exclusion reduced. ~~The hearing examiner shall be the City of Monroe Police Chief, unless the Mayor designates another as the hearing examiner~~. The request for a hearing shall be delivered to the parks ~~manager~~ **director** or postmarked no later than seven days after the issuance date of the exclusion notice. The request for hearing shall be in writing and shall be accompanied by a copy of the exclusion notice on which the hearing is sought. Such requests shall be forwarded by the parks ~~manager~~ **director** ~~or his/her designee~~ to the hearing examiner. The hearing should occur within seven days after the parks ~~manager~~ **director** receives the request for hearing. ~~H~~earings will be conducted by written request only.

~~G.~~ **F.** At the hearing, the violation must be proved by a preponderance of the evidence in order to uphold the exclusion notice. If the exclusion notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried, or convicted for the exclusion notice to be upheld. The exclusion notice establishes a prima facie case that the offender committed the violation as described. The hearing examiner shall consider ~~a sworn report~~ **an unsworn declaration substantially in the form found in RCW 5.05.050** or a declaration made under penalty of perjury, written by the individual who issued the exclusion notice, without further evidentiary foundation. The certifications authorized in Rule 6.13 of the Criminal Rules for Courts of Limited Jurisdiction shall be considered without further evidentiary foundation. The hearing examiner may consider information that would not be admissible under the evidence rules in a court of law but which the hearing examiner considers relevant and trustworthy.

~~H.~~ **G.** If the violation is proved, the exclusion notice shall be upheld; but upon good cause shown, the hearing examiner may shorten the duration of the exclusion or reduce the areas covered by the exclusion. If the violation is not proved by a preponderance of the evidence, the hearing examiner shall rescind the exclusion. If the hearing examiner rescinds an exclusion, the exclusion shall not be considered a prior exclusion for purposes of subsection (C) of this section.

~~I.~~ **H.** The decision of the hearing examiner is final. An offender seeking judicial review of hearing examiner's decision must file an application for a writ of review in the Snohomish County superior court within fifteen days of the date of that decision.

~~J.~~ **I.** The exclusion shall remain in effect during the pendency of any administrative or judicial proceeding.

~~K.~~ **J.** No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.

~~L.~~ **K.** This section shall be enforced so as to emphasize voluntary compliance with laws and park rules, and so that inadvertent minor violations that would fall under subsection (C)(1) of this section can be corrected without resort to an exclusion notice.

Section 19. Amendment of MMC 9.28.60. Section 9.28.260 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

9.28.260 Violation—Penalty.

A. Anyone concerned in the violation of this chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, and whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, or commands, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.

B. **Except as otherwise provided herein, any person violating any of the provisions or failing to comply with any of the mandatory requirements of this chapter shall be guilty of a misdemeanor and may be punished by a fine of not more than one thousand dollars or by imprisonment not to exceed ninety days or by both such fine and imprisonment.** ~~vViolation of or failure to comply with the provisions of this chapter shall subject the offender to a fine of not more than one thousand dollars and/or a jail sentence not exceeding ninety days.~~

Section 20. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 21. 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 _____, 2025.

First Reading:
Adoption:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

_____
Geoffrey Thomas, Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM:

_____
Jodi Wycoff, City Clerk

_____
J. Zachary Lell, City Attorney

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Megan Darrow, Surface Water Program Analyst

Department: Public Works

SUBJECT: **Republic Services Contract - Response to labor disruption event and review of contract status**

PREVIOUS DISCUSSION:

7/2025

PUBLIC HEARING(S):

N/A

REQUESTED ACTION:

Discussion; Provide direction to Mayor and Staff; Or take Action as deemed appropriate by the Council.

POLICY CONSIDERATIONS:

RCW 35.21.120 *"...provide(s) for the establishment of a system or systems of solid waste handling for the entire city or town or for portions thereof. A city or town may provide for solid waste handling by or under the direction of officials and employees of the city or town or may award contracts for any services related to solid waste handling."*

DESCRIPTION/BACKGROUND:

See attached letter to the City of Monroe from Republic Services dated August 15, 2025.

FISCAL IMPACTS:

N/A

TIME CONSTRAINTS:

N/A

ALTERNATIVES TO REQUESTED ACTION:

N/A

ATTACHMENTS:

Republic Services Response Letter 8-15-25

Letter to Republic Services from Mayor Thomas 8-5-25

REPUBLIC SERVICES

Sustainability in Action

August 15, 2025

Dear Honorable Mayor Thomas,

Thank you for your time these past few weeks. Rabanco, Ltd. Dba Republic Services of Lynwood "Republic Services" appreciates the City of Monroe's frustration with the partial service disruption in July. We value our customers and empathize with the frustration caused by the Teamster's out-of-area labor sympathy work stoppage from July 9-July 20th that impacted our regular collections work in Monroe on July 9th, 10th, 16th and 17th. It is not a coincidence that the Teamster's sympathy strike occurred after the 4th of July holiday when waste disposal in cities is higher. We apologize for the inconvenience to City staff, leadership, and our shared customers for the inconvenience. Thank you to your staff team for working with us on customer communications and our emergency operations through those difficult days.

You raised several concerns and requests in the letter that I would like to address. In response to your request to provide the answers to the following, please let me know if you have further questions:

1. *A detailed written response from Republic Services documenting the company's compliance with each of the requirements set forth in Section 6.17 of the Contract, with a particular emphasis on the daily reports, outreach plan, and other communication-related matters*;
    - Please see details below and staff emails regarding communications about service, customer notices, and support with drop off event coordination.

2. *Without limitation of the foregoing, a detailed explanation, with supporting documentation, demonstrating that Republic Services used "all reasonable, practicable means to resume regularly scheduled service to all Customers within five business days after the beginning of a labor disruption" as required by the Contract*;
    - As you know, this was not a labor disruption due to labor negotiations for our business unit. Therefore, we did not have advanced knowledge of where the Teamsters would sympathy strike. We also did not have control over the duration of the disruption, or any ability to prevent or stop it. Accordingly, we had limited knowledge on a day-to-day basis and provided the City with the information we had at the time. Despite those obstacles, action was taken immediately to resume all collections services as soon as possible by bringing in available non-union relief drivers from day one. Those drivers prioritized commercial and critical collections services. As a result, we did not have any disruption to those services. We communicated to city staff each morning of the City's regularly scheduled collection, specifically on July 9, 10, 16, and 17. We communicated on Sunday, July 20th that the sympathy strike was over and collection services would resume the next regularly scheduled collection day of Wednesday, July 23rd.

    - In addition to emails to city staff that discussed service and communication to customers, and provided advanced notice that we would not charge the collection fees to customers

who were missed, my team's municipal manager also had direct discussions, including Teams meetings, with City staff on numerous occasions about the work stoppage, to ensure we were available to answer questions and to keep the communication line open. We provided an FAQ on the work stoppage on July 17th so the City could understand the efforts to resolve out-of-area labor negotiations, and how it impacted local collection efforts.

- Customers received robo-calls each morning of their regularly scheduled service to inform them of the continued disrupted service. We maintained an alert with up-to-date information on our microsite, and we worked directly with numerous customers via our care center.

- For customers and councilmembers who indicated a missed collection service during July 2-3 before the work stoppage event should follow-up with our call center or directly with my Municipal Services Manager, Wendy Weiker (wweiker@republicservices.com or 206-390-7630), as those unique customer records and service documentation can be addressed individually for follow-up as we were not experiencing disrupted service that week.

3. *Verification that, in restoring service that had been interrupted by the July 2025 labor disruption, Republic Services did not prioritize other local communities over Monroe.*
    - The City of Monroe is a valued customer to Republic Services. Please know my team did not prioritize one community over another. Unfortunately, the work stoppage impacted all residential collections services within King and Snohomish Counties. In every community, we focused our diminished resources on commercial and critical collections.

    - Any noted differences in Republic Services hosted drop off event availability among the various cities was due to differences in contractual obligations. Unfortunately, my local team simply did not have the labor or equipment available to host events in every city, regardless of our desire to do so. Our contracts determined where we were required to host these events. We had to focus our limited resources for those events where we were obligated to do so. However, upon request, we delivered containers to any City that wanted to host their own community drop off events, such as the City of Monroe. Again, I'm sorry this event was challenging for city staff and participating residents. These challenges were anticipated by Republic Services and addressed with the City prior to the event during one of our numerous discussions on the work stoppage.

4. *A service credit in no less than the amount as specified in Section 6.17 of the Contract to all impacted Monroe solid waste customers.*
    - Republic Services will reimburse the City of Monroe for their hosted drop off event per the submitted invoice: $4,397.98.

- Residential customer credits will be applied to the next quarterly customer invoices for the service component of the rate for the two weeks of missed service on either July 9-10 and July 16-17, the Wednesday and Thursdays that we serve residential customers in Monroe.

- Each residential service day credit will be for the amount based on the size of the customer cart. For each week of missed Wednesday or Thursday service, Monroe customers will receive:

Monroe Credit Amounts (per missed service)	
20 Gal Cart	$2.04
32 Gal Cart	$3.32
64 Gal Cart	$5.08
96 Gal Cart	$6.20

Again, my team and I apologize for the frustration and inconvenience to City of Monroe staff, leadership, and residents for the unexpected service disruptions last month. We look forward to working with your team in September to address any further concerns you and the Council have. In the meantime, we are pleased to provide the customer collection credits and drop off event reimbursement with the understanding that this will resolve all claims for customer credits, reimbursements, performance fees or liquidated damages related to the July work stoppage.

My sincere thanks and gratitude to your team for collaborating with mine during this challenging time. I also appreciate your patience while we worked through responding to the issues raised in your letter. We appreciate your partnership and understanding.

Regards,

Rich Rinehart
General Manager, Snohomish County Collections Services
1600n-127th Avenue NE
Bellevue, WA 98005

CC: Deborah Knight, Monroe City Manager
Jakeh Roberts, Monroe Public Works Director
Jordan Otto, Monroe Operations and Maintenance Manager
Megan Darrow, Environmental Services Program Manager
Courtney Crouch, Republic Services Operations Manager
Wendy Weiker, Republic Services Community Relations Manager

August 5, 2025

Rich Rinehart, General Manager
Republic Services of Lynnwood
1600 127th Avenue NE
Bellevue, WA 98005

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

Re: City of Monroe, Washington—July 2025 Labor Disruption and Service Impacts
Demand for Documentation of Contract Compliance and Customer Credits

Hello Mr. Rinehart,

I serve as the elected Mayor of the City of Monroe, Washington. Republic Services provides solid waste collection and disposal services to the City and its residents pursuant to the January 1, 2017, *Comprehensive Garbage, Recyclables and Yard Debris Collection Contract between the City of Monroe and Rabanco Ltd. d/b/a Republic Services of Lynnwood* ("Contract"), as amended. In accordance with Section 6.17 of the Contract, please accept this letter as the City's formal demand for a documented explanation of Republic Services' compliance and mitigation efforts during the recent July 2025 labor disruption, as well as a Customer credit for missed service during this period.

The labor disruption lasted for an approximately 14-day period, from July 9, 2025, through July 23, 2025. The impacts of this event on the City of Monroe, local Republic Service Customers, and the Monroe community have been severe. Substantial volumes of uncollected waste accumulated throughout the City, particularly in residential neighborhoods. This in turn resulted in widespread nuisance-like conditions as the waste festered in the summer heat, was rummaged by animals, and was scattered with little or no containment. The significant public health and safety detriment posed by these conditions is self-evident.

The City received an enormous volume of public complaints during the labor disruption. The City's residents and local elected officials were, and continue to be, understandably frustrated and upset—both with respect to the duration and impacts of the service disruption, and with Republic Services' apparent performance failures during this period.

Section 6.17 of the Contract defines the parties' rights and obligations during force majeure events. With specific regard to labor-related occurrences, Section 6.17 of the Contract provides as follows:

> In the case of a labor disruption, the following terms and conditions apply:
>
> (1) Contractor immediately shall inform the City whenever it becomes apparent to the Contractor that a labor disruption that may affect the Contractor's performance is imminent.
>
> (2) During any labor disruption, Contractor shall provide ***daily reports*** to the City regarding the company's progress toward meeting full service requirements.

(3) Contractor shall develop, provide the City with, and implement a ***Customer outreach plan*** regarding the labor disruption, which shall inform customers as to what they may expect, and how they may contact Customer Service.

(4) ***Contractor shall use <u>all reasonable, practicable means</u> to resume regularly scheduled service to all Customers within five business days after the beginning of a labor disruption*** that affects Contractor's ability to perform, not including the first day of the labor disruption. Resuming regularly scheduled services within five business days is presumptively reasonable and practicable.

(5) Prior to the resumption of regularly scheduled service, the contractor shall collect Garbage, Recyclables and Yard Debris from Customers with interrupted service on the next succeeding workday, which shall include Saturdays.

(6) Contractor shall collect all accumulated solid waste at the Customer's next regularly scheduled service date after service affected by a labor disruption is resumed. The Contractor will not charge for extra waste set out in addition to Customers' normal receptacle(s) in such a case if the amount of extra waste does not exceed the amount that reasonably would be expected to accumulate due to any intervening missed service.

(7) The Contractor is not obligated to extend credit to missed Customers who fail to receive service during a labor disruption if the Contractor collects the Customers' accumulated solid waste as required above and if the Contractor did not unreasonably delay the restoration of service during the five business day grace period. ***If the Contractor does not collect all of a Customers' accumulated solid waste as required above, or if the Contractor unreasonably delays the restoration of service during the five business day grace period, then Contractor shall give a credit to the Customer, proportionate to the Customer's monthly service charge, for all missed services and for each subsequent missed service until normal service is restored.***

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

(Emphasis added.)

Based upon the City's own observations and numerous Customer complaints received during the July 2025 service disruption, there are significant concerns regarding Republic Services' compliance with the above requirements.

These apparent performance failures are particularly acute in relation to Republic Services' communications with the City and local Customers. The City first received notification from Republic Services regarding the labor disruption on July 9, 2025. The company's July 9 email indicated that there was a "temporary work stoppage at Republic Services' King and Snohomish County hauling facilities related to an out-of-market union labor issue." The email emphasized that Republic Services was "working actively to reach an agreement with the union"; that the company "hope[d] to resume normal service as soon as possible"; and that it would "collect double material for any missed residential and businesses customers on their next regularly scheduled service day at no charge." Similar messages were sent on July 10th, 16th, and 17th. These sporadic, generic, and noncommittal communications do not satisfy the Contract's requirement of "daily" reports.

The City also has serious questions regarding the timing and sufficiency of the "Customer outreach plan," if any, that Republic Services was required to develop and implement during the labor disruption. A consistent complaint from Monroe Customers during this period concerned the absence of timely, accurate informational updates, and the lack of adequate and clear direction regarding alternative waste collection options.

Finally, and most importantly, the City has no factual basis whatsoever to conclude that Republic Services used "all reasonable, practicable means to resume regularly scheduled service to all Customers within five business days after the beginning of a labor disruption" as required by the Contract. Neither the City's own observations during the July 2025 event, nor the minimalist communications provided Republic Services, demonstrate the company's satisfaction of this critical requirement.

Republic Service's performance during the recent labor disruption has called into question the City's continued relationship with the company. At the July 22, 2025, regular meeting of the Monroe City Council, the City's elected officials discussed the potential for amending the Contract and/or pursuing other solid waste collection options. The City intends to continue this discussion unless and until its concerns are adequately addressed.

By this letter, the City is requesting the following:

- A detailed written response from Republic Services documenting the company's compliance with each of the requirements set forth in Section 6.17 of the Contract, with a particular emphasis on the daily reports, outreach plan, and other communication-related matters;

- Without limitation of the foregoing, a detailed explanation, with supporting documentation, demonstrating that Republic Services used "all reasonable, practicable means to resume regularly scheduled service to all Customers within five business days after the beginning of a labor disruption" as required by the Contract;

- Verification that, in restoring service that had been interrupted by the July 2025 labor disruption, Republic Services did not prioritize other local communities over Monroe; and

- A service credit in no less than the amount as specified in Section 6.17 of the Contract to all impacted Monroe solid waste customers.

Thank you for your prompt and thorough attention to the foregoing. I look forward to your response.

Sincerely,

Geoffrey Thomas, Mayor
City of Monroe

Cc:

Monroe City Council
Deborah Knight, City Administrator
Jakeh Roberts, Public Works Director
Zach Lell, City Attorney
Wendy Weiker, Republic Services

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Liam McKorkle, Management Analyst

Department: Executive

SUBJECT: Ordinance 019/2025 Granting a Non-Exclusive Franchise Agreement with Intermountain Infrastructure Group; First Reading

REQUESTED ACTION:

Move to accept as first reading Ordinance 019/2025 granting to Intermountain Infrastructure Group, LLC and its affiliates, successors and assigns, the right, privilege, authority and nonexclusive franchise for five years, to construct, maintain, operate, replace and repair a telecommunications network, in, across, over, along, under, through and below certain designated public rights-of-way of the City of Monroe, Washington.

POLICY CONSIDERATIONS:

Pursuant to Monroe Municipal Code 5.54.080, the City Council has the authority to grant or deny a nonexclusive franchise application used to install, construct, operate, maintain, remove, repair or replace facilities in the right-of-way for the provision of utility or telecommunication services.. Franchise agreements are granted via ordinance.

If Council denies a franchise, denial MUST be based on one of the following:

- The financial and technical ability of the applicant;
- The legal ability of the applicant to provide the services;
- The capacity of the rights-of-way to accommodate the applicant's facilities;
- The capacity of the rights-of-way to accommodate additional facilities if the application is granted;
- The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the application is granted, giving consideration to an applicant's willingness and ability to mitigate and/or repair same;
- The public interest in minimizing the cost and disruption of construction with the rights-of-way;
- The service that the applicant will provide to the region;
- To the extent permissible by state and federal law, the effect, if any, on general public health, safety, and welfare in city's sole opinion if the application is granted;
- Applicable federal, state and local laws, regulations, rules and policies;
- Such other factors as may demonstrate that the grant to use the rights-of-way will serve the community interest.

DESCRIPTION/BACKGROUND:

Background

On March 8, 2022, the Monroe City Council adopted Ordinance 009/2022, adopting a new chapter to the Monroe Municipal Code (MMC 5.54) guiding application and review procedures for utilities and telecommunications seeking access to the City's rights-of-way.

On April 4, 2025, the City of Monroe received an application from Intermountain Infrastructure Group, LLC (Applicant) to construct, operate, and maintain telecommunications facilities within the public rights-of-way in the city limits. Staff worked with legal Counsel to review the application and requested additional information from the Applicant in order to complete their application pursuant to MMC 5.54.

On June 27, 2025, the Applicant submitted their revised application to the City (attached). Staff once again worked with legal Counsel to review the application. The application is complete pursuant to MMC 5.54 and staff have drafted an Ordinance granting a nonexclusive telecommunication franchise for Council's consideration.

Intermountain Infrastructure Group, LLC

Intermountain Infrastructure Group (IIG) provides backbone internet services across the Western United States. IIG maintains dark fiber and wholesale telecommunications services, including private line data services, internet services, and dark fiber leases to hyperscalers and commercial/utility consumers, including other telecommunication carriers (not residents directly).

In their application, IIG details plans to install conduit, fiber optic cables in the conduit, and place manholes/handholes. Proposed construction is from west to east along SR522, heading northeast onto W. Main Street, then east onto W. Fremont St. to connect with the path on S. Lewis St. (SR203). From the south city limits on S. Lewis St. (SR203), heading north to US 2, then moving east on US 2 exiting the City right-of-way. Detailed maps of the proposed construction can be found attached.

IIG plans to begin construction within 60 days of receiving a franchise agreement and permit approval. The proposed construction will take approximately 6 months.

IIG currently operates franchise agreements in a number of other Cities and Counties in the State of Washington including Snohomish County, the City of Tukwila, Colombia County, and Chelan County.

Ordinance 019/2025

Ordinance 019/2025 would grant a nonexclusive telecommunication franchise to IIG for an initial five (5) year term with potential for a renewal term. Ordinance 019/2025 includes a

Franchise Agreement that complies with the standards, requirements and procedures set forth by MMC 5.54. Following adoption of this Franchise Agreement, IIG would still be required to obtain all necessary permits - including City right-of-way use permits - and follow all applicable development regulations prior to construction.

FISCAL IMPACTS:

The City of Monroe requires a one time application and review fee of $5,000 for telecommunication and utility franchise applications.

This application and review fee is utilized to cover staff time and legal expenses related to the review of the franchise application and drafting of the Franchise Agreement. IIG submitted an application and review fee as part of their application.

The applicant will further be subject to all applicable permit fees associated with activities granted under this Franchise Agreement. Pursuant to Revised Code of Washington chapter 35.21.860(1)(b) the city may require the Franchisee to reimburse the actual administrative costs and expenses (including reasonable attorney fees) related to review, inspection, or supervision of activities covered under the Franchise Agreement.

TIME CONSTRAINTS:

Action is requested by Council to ensure applicant is able to maintain a reasonable construction schedule should a Franchise be granted.

ALTERNATIVES TO REQUESTED ACTION:

1. Do not accept as first reading Ordinance 019/2025 and deny the Franchise Agreement based on one of the following:
    a. The financial and technical ability of the applicant;
    b. The legal ability of the applicant to provide the services;
    c. The capacity of the rights-of-way to accommodate the applicant's facilities;
    d. The capacity of the rights-of-way to accommodate additional facilities if the application is granted;
    e. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the application is granted, giving consideration to an applicant's willingness and ability to mitigate and/or repair same;
    f. The public interest in minimizing the cost and disruption of construction with the rights-of-way;
    g. The service that the applicant will provide to the region;
    h. To the extent permissible by state and federal law, the effect, if any, on general public health, safety, and welfare in city's sole opinion if the application is granted;
    i. Applicable federal, state and local laws, regulations, rules and policies;
    j. Such other factors as may demonstrate that the grant to use the rights-of-way will serve the community interest.
2. Do not accept as first reading Ordinance 019/2025 and direct Mayor and staff to areas of concern and revision.

ATTACHMENTS:

Ordinance 019 2025 IIG Franchise Final 4906-4409-2499 v.5
IIG_City_of_Monroe_Franchise_2nd_Application_IIG Signed
Overall map

ORDINANCE NO. 019/2025

AN ORDINANCE OF THE CITY OF MONROE, WASHINGTON, GRANTING TO INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND NONEXCLUSIVE FRANCHISE FOR FIVE YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF MONROE, WASHINGTON.

WHEREAS, Intermountain Infrastructure Group, LLC ("Franchisee"), has applied for a non-exclusive telecommunications franchise to construct, operate, and maintain telecommunications facilities upon, in, under, across, along, and over certain City rights-of-way; and

WHEREAS, the parties desire to execute a new nonexclusive franchise (this "Franchise") for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the City Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040; and

WHEREAS, the City is willing to grant the rights requested by Franchisee for a telecommunications franchise subject to certain terms and conditions, which are acceptable to both parties.

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

Section 1. **Franchise Granted.** The City of Monroe, hereby grants a telecommunications franchise, attached and incorporated as Exhibit A, to Franchisee, and its affiliates. The term of this franchise shall be for five (5) years, commencing on the date the last party executes the franchise.

Section 2. **Terms & Conditions**. The terms and conditions governing the franchise specified in Section 1 shall be those set forth on Attachment A to this Ordinance and incorporated herein by this reference as if set forth in full.

Section 3. **Deadline for Acceptance**. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by Intermountain Infrastructure Group, LLC. Such acceptance shall contain any required letter of credit, evidence of insurance, all applicable fees pursuant to Section 14 of the Franchise, and shall be filed with the City Clerk within sixty (60) days after the effective date of this Ordinance. Such instrument shall conform substantially to Attachment B, and evidence the

unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

Section 4. **Severability**. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. **Correction**. The City Clerk is authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 6. **Effective Date**. This Ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the City Council of the City of Monroe on this ____ day of _____, 2025.
Approved by the Mayor of the City of Monroe on this ____ day of _____, 2025.

APPROVED:

_____
Geoffrey Thomas
MAYOR

ATTEST/AUTHENTICATED:

_____
Jodi Wycoff, City Clerk

APPROVED AS TO FORM:

_____
Zach Lell
CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.:

ATTACHMENT A

[See attached.]

TELECOMMUNICATIONS FRANCHISE
Between
CITY OF MONROE, WASHINGTON
and
INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC

This Telecommunications Franchise is entered into by and between the City of Monroe, Washington a municipal corporation, hereinafter ("the City") and Intermountain Infrastructure Group, LLC who is hereinafter known as ("IIG" or "Franchisee"). The City and Franchisee are sometimes referred to hereinafter collectively as the "parties."

Section 1. Franchise Granted.

Section 1.1. Pursuant to RCW 35A.47.040, the City hereby grants to Franchisee a non-exclusive franchise (the "Franchise") under the terms and conditions contained in this franchise ordinance (the "Franchise Ordinance").

Section 1.2. This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the City of Monroe, as approved pursuant to City permits issued pursuant to this Franchise and in accordance with all applicable federal, state, and local codes.

(a) "Facilities" as used in this Franchise means one or more elements of Franchisee's telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, vaults, manholes, handholes, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the City. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375.

(b) Public "Rights-of-Way" means land acquired or dedicated to the public or that is hereafter dedicated to the public and maintained under public authority, including, but not limited to, public streets or roads, highways, avenues, lanes, alleys, bridges, sidewalks, utility easements and similar public property located within the franchise area but does not include: State highways; land dedicated for road, streets, highways not opened and not improved for motor vehicle use by the public; structures including poles and conduits located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the State Parks and Recreation Commission; federally granted railroad rights-of-way acquired under 43 USC § 912 and related provisions of federal law that are not open for vehicular use; or leasehold or City-owned property to which the City holds fee title or other title and which is utilized for park, utility or a governmental or proprietary use (for example, buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned or leased by the City not reserved for transportation purposes).

Section 2. Authority Limited to Occupation of the Public Rights-of-Way

Section 2.1. The authority granted pursuant to this Franchise is a limited authorization to occupy and use the Rights-of-Way throughout the City (the "Franchise Area"). No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right-of-Way, or upon private property without the owner's consent, or upon any public or privately owned utility poles or conduits is granted herein. Franchisee hereby represents that it expects to provide the following services within the City: high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, telephone, data transport and other telecommunications and information services (the "Services"). Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Franchisee other than for the purpose of providing the Services, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. Franchisee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or personal wireless services, without obtaining a new franchise or an amendment to this Franchise approved by the City Council.

Section 2.2. Notwithstanding the existence of this Franchise, the installation, construction, maintenance, use, operation, replacement and removal by Franchisee of any one or

more Franchise Facilities will be subject to all applicable provisions of Title 12 MMC, including, but not limited to, the City's Development Regulations and Design and Construction adopted by the City's Public Works Department of Public Works, the terms and conditions of City right-of-way use permits issued pursuant to Title 12 MMC, the terms and conditions of City building permits issued pursuant to chapter 15.04 MMC, and all other applicable laws, rules and regulations.

Section 2.3. Franchisee shall have the right, without prior City approval, to offer or provide capacity, bandwidth, or Services to its customers consistent with this Franchise, provided:

(a) Franchisee at all times retains exclusive ownership over its telecommunications system, Facilities and Services and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any rights Franchisee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City.

Section 3. Non-Exclusive Franchise.

Section 3.1. This Franchise is granted to the Franchisee upon the express condition and understanding that it shall be a non-exclusive Franchise which shall not in any manner prevent or hinder the City from granting to other parties, at other times and under such terms and conditions as the City, in its sole discretion, may deem appropriate, other franchises or similar use rights in, on, to, across, over, upon, along, under or through any Public Rights-of-Way. Additionally, this Franchise shall in no way prevent, inhibit or prohibit the City from using any of the roads, Public Rights-of-Way or other public properties covered or affected by this Franchise, nor shall this Franchise affect the City's jurisdiction, authority or power over any of them, in whole or in part.

The City expressly retains its power to make or perform any and all changes, relocations, repairs, maintenance, establishments, improvements, dedications, or vacations of or to any of the roads, Public Rights-of-Way or other public properties covered or affected by the Franchise as the City may, in its sole and absolute discretion, deem fit, including the dedication, establishment, maintenance and/or improvement of new Public Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4. Term; Renewal.

Section 4.1. The initial term of the Franchise shall be for a period of five (5) years (the "Initial Term"), beginning on the Effective Date of the Franchise, and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the "Initial Term Expiration Date"), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise.

Section 4.2. The Franchise granted by this Franchise Ordinance shall automatically renew on the fifth anniversary of the Effective Date with the same terms and conditions as set forth in this Franchise, for one (1) additional five (5) year (the "Renewal Term," and, together with the Initial Term, the "Term").

Section 5. Location of Facilities.

Section 5.1. Franchisee will maintain a telecommunications network, consisting of Facilities within the City. Franchisee may locate its Facilities anywhere within the Franchise Area consistent with the City's design standards and the Monroe Municipal Code Section 5.54.340 and subject to the City's applicable permit requirements. Franchisee shall not commence any construction or other similar work within a Public Right-of-Way until (i) a right-of-way use permit authorizing such work has been issued by the City pursuant to Title 12 MMC for a site-specific location or installation, including, but not limited to, relocations, and (ii) if required by chapter 15.04 MMC, a building permit authorizing such work has been issued by the City.

Section 5.2. To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways"), are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Franchisee specifically agrees that:

(a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 6. Relocation of Facilities

Section 6.1. The Franchisee agrees and covenants that, upon reasonable notice, it will promptly, at its sole cost and expense, protect, support, temporarily disconnect, relocate, or remove from any Public Right-of-Way any portion of the Franchisee Facilities when so required by the City due to any of the following reasons: (i) traffic conditions, (ii) public safety, (iii) dedications of new rights-of-way and the establishment and/or improvement thereof, (iv) widening and/or improvement of existing rights-of-way, (v) right-of-way vacations, (vi) freeway construction, (vii) change or establishment of road grade, or (viii) the construction of any public improvement or structure by any governmental agency acting in a governmental capacity; PROVIDED that the Franchisee shall generally have the privilege to temporarily bypass, in the authorized portion of the same Public Right-of-Way, upon approval by the Public Works Director, any Franchisee Facilities required to be temporarily disconnected or removed. The provisions of this Section 6 apply to all Franchisee Facilities wheresoever situated within any Public Right-of-Way, regardless of whether the Franchisee Facility at issue was originally placed in such location under the authority of an easement or other property interest prior to the property becoming a Public Right-of-Way. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, and not primarily for the benefit of a private entity, and shall not include, without limitation, any other improvements or repairs undertaken by or for the sole benefit of third party private entities. Collectively all such projects described in this Section 6.1 shall be considered a "Public Project". Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to

this Section 6.1 shall be borne by Franchisee. Nothing contained within this Franchise shall limit Franchisee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

Section 6.2. Upon the request of the City and in order to facilitate the design of City improvements to Public Rights-of-Way, Franchisee agrees, at its sole cost and expense, to locate and, if reasonably determined necessary by the City, to excavate and expose, at its sole cost and expense, portions of the Franchisee Facilities for inspection so that the location of the facilities may be taken into account in the Public Project design; PROVIDED, that Franchisee shall not be required to excavate and expose the Franchisee Facilities for inspection unless Franchisee's record drawings and maps of the Franchisee Facilities submitted pursuant to Section 13 of this Franchise are reasonably determined by the Public Works Director to be inadequate for the City's planning purposes. The decision to require relocation of any Franchisee Facilities in order to accommodate Public Projects shall be made by the Public Works Director upon review of the location and construction of the Franchisee Facilities at issue. Where the City incurs additional costs in performing any maintenance, operation, or improvement of or to public facilities due to measures taken by the City to avoid damaging or to otherwise accommodate one or more Franchisee Facilities, Franchisee shall reimburse the City for the full amount of such additional costs promptly upon receiving the City's invoice for same.

Section 6.3. Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction or development) which reasonably necessitates the relocation of any Franchisee Facilities shall constitute a required relocation for purposes of this Section 6.

Section 6.4. If the City determines that the Public Project necessitates the relocation of Franchisee's existing facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of facilities to be relocated, the Services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation, and the City shall endeavor to provide Franchisee at least ninety (90)

days' notice prior to the Relocation Date. Upon approval by the City of right-of-way use permit(s), Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Franchisee in the predesign and design phases of any Public Project. After receipt of the written notice containing the Relocation Date, Franchisee shall relocate such facilities to accommodate the Public Project consistent with the timeline provided by the City and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.

Section 6.5. If Franchisee fails to complete this work within the time prescribed above and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to Franchisee, including all costs and expenses incurred by the City due to Franchisee's delay. In such event, the City shall not be liable for any damage to any portion of Franchisee's Facilities. Within thirty (30) days of receipt of an itemized list of those costs, Franchisee shall pay the City. In any event, if Franchisee fails to timely relocate, remove, replace, modify or disconnect Franchisee's facilities and equipment, and that delay results in any delay damage accrued by or against the City, Franchisee will be liable for all documented costs of construction delays attributable to Franchisee's failure to timely act. Grantee reserves the right to challenge any determination by the City of costs for construction delays related to an alleged failure to act in accordance with this Section 6.5.

Section 6.6. Franchisee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 19 against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities in a timely manner; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 6.7. In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, which necessitates the relocation of Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.

Section 6.8. The provisions of this Section 6 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

Section 6.9. Whenever any person shall have obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Franchisee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 6.10. The provisions of this Section 6 shall survive the expiration, revocation, abandonment or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 7. Undergrounding of Facilities.

Section 7.1. Except as specifically authorized by permit of the City, Franchisee shall not be permitted to erect poles. All Facilities shall be installed underground in all areas of the City unless otherwise exempted from this requirement in writing. Franchisee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Franchisee's aerial facilities to underground installation at Franchisee's expense; provided that the City requires all other wireline utilities, except electrical utilities, with aerial facilities in the area to convert such facilities to underground installation at the same time. Unless otherwise permitted by the City, Franchisee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where all utilities, other than electrical utilities, are currently underground.

Section 7.2. Whenever the City may require the undergrounding of the aerial utilities (other than electrical utilities and personal wireless services facilities) in any area of the City, Franchisee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities, unless otherwise agreed to between the parties.

The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 7.3. To the extent Franchisee is providing Services to personal wireless services facilities, Franchisee shall adhere to the design standards for such personal wireless services facilities, and shall underground its Facilities and/or place its Facilities within the pole as may be required by such design standards. For the purposes of clarity, this Section 7.3 does not require undergrounding or interior placement of Facilities within the pole to the extent that the personal wireless services facilities are located on utility poles that have pre-existing aerial wireline facilities and provided such construction of Franchisee's Facilities continue to comply with Section 7.1 or Section 7.2.

Section 7.4. Franchisee shall not remove any underground cable or conduit that requires trenching or other opening of the Rights-of-Way along the extension of cable to be removed, except as provided in this Section 7.4. Franchisee may remove any underground cable and other related facilities from the Right-of-Way that has been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way along the extension of cable to be removed, or if otherwise permitted by the City. Franchisee may remove any underground cable from the Rights-of-Way where reasonably necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in the City's sole discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove the cable or conduit at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 9, prior to any such removal of underground cable, conduit and other related facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 13.1.

Section 7.5. Both the City and Franchisee shall be entitled to reasonable access to open utility trenches, provided that such access does not interfere with the other party's placement of utilities or increase such party's actual costs. Franchisee shall pay to the City the actual cost to the City resulting from providing Franchisee access to an open trench, including without limitation the pro rata share of the costs to access the open trench and any costs associated with the delay of the completion of a public works project. The City shall pay to the Franchisee the incremental costs of providing such access to the open trench.

Section 7.6. The provisions of this Section 7 shall survive the expiration, revocation, abandonment or termination of this Franchise. Nothing in this Section 7 shall be construed as requiring the City to pay any costs of undergrounding any of the Franchisee's Facilities.

Section 8. Emergency Work/Dangerous Conditions.

Section 8.1. In the event of any emergency in which any of Franchisee's Facilities located in or under any street endangers the property, life, health or safety of any person, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which the Monroe City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City, in response to any public health or safety emergency.

Section 8.2. The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents. The City shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section

8 except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 8.3. Whenever the construction, installation or excavation of Facilities conducted by Franchisee as authorized by this Franchise has caused or materially contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Franchisee to request Franchisee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the City for the costs thereof.

Section 9. Work in the Rights-of-Way.

Section 9.1. During any period of relocation, construction or maintenance, all work performed by Franchisee or its contractors shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 9.2. Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its cable or equipment, it shall apply to the City for a permit to do so and, in addition, shall give the City at least ten (10) working days prior notice (except in the case of an emergency) of its intent to commence work in the Rights-of-Way. The City shall only issue permits that are in compliance with Monroe Municipal Code and the City's generally applicable design standards. During the

progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable City standards and specifications. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 9.3. If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise and as described in this Section 9.3, the Franchisee shall afford other utilities or the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and

(c) Franchisee may deny such request for safety reasons.

Section 9.4. Except for emergency situations, Franchisee shall give at least ten (10) days' prior notice of intended construction to residents in the affected area prior to any underground construction or disturbance. Such notice shall contain the dates, contact number, nature and location of the work to be performed. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property, Franchisee shall physically post a notice on the property indicating the nature and location of the work to be performed. Door hangers are permissible methods of notifications to residents. Franchisee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Following performance of the work, Franchisee shall restore the private property as nearly as possible to its condition prior to construction, except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to the reasonable satisfaction of the property owner/resident. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 9.5. Upon receipt of a permit (except in emergency situations), Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 9.5 shall only apply to the extent necessary to protect above ground Facilities. Franchisee's tree trimming activities shall protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming shall be at the expense of Franchisee. Franchisee may contract for such services, however, any firm or individual so retained must first receive City approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth not owned by the City except to the extent it is necessary that Franchisee trims trees or vegetation upon, overhanging, or encroaching on public ways, streets, alleys, sidewalks, and other public places of the City so as to prevent such vegetation from coming in contact with Franchisee's Facilities. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, unless otherwise approved by the Public Works Director or designee.

Section 9.6. Franchisee shall meet with the City and other franchise holders and users of the Rights-of-Way upon written notice as determined by the City, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

Section 9.7. Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 9.8. Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request from a third party or the City, Franchisee shall locate its Facilities consistent with the requirements of Chapter 19.122 RCW. The City shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the City issued a permit.

Section 9.9. The provisions of this Section 9 shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 10. Restoration.

Section 10.1. Franchisee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 22, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee. The Public Works Director or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 10.2. Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the City. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable City standards.

Section 10.3. If conditions (e.g. weather) make the complete restoration required under Section 10 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee

shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 10.4. In the event Franchisee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time reasonably directed to by the Public Works Director, or designee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 24.

Section 10.5. The provisions of this Section 10 shall survive the expiration, revocation, abandonment, or termination of this Franchise.

Section 11. Safety Requirements.

Section 11.1. Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 11.2. If an unsafe condition or a violation of Section 11.1 is found to exist, and becomes known to the City, the City agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice or such other time frame as may be agreed upon between the parties (and pursue such cure to completion),

then the City may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 11.3. Additional safety standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, State, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 11.4. Stop Work Order. On notice from the City that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the City. The stop work order shall:

(a) Be in writing;

(b) Be given to the person doing the work or posted on the work site;

(c) Be sent to Franchisee by overnight delivery;

(d) Indicate the nature of the alleged violation or unsafe condition; and

(e) Establish conditions, consistent with the applicable laws, regulations, ordinances or generally applicable standards under which work may be resumed.

Section 12. Work of Contractors and Subcontractors.

Section 12.1. Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as

if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 13. Maps and Records.

Section 13.1. The Franchisee agrees and covenants that it shall, within ninety (90) days of substantial completion of any construction project involving a Public Right-of-Way, provide to the City, at no cost to the City, accurate copies of as-built plans and maps stamped and signed by a professional land surveyor or engineer in a form and content acceptable to the Public Works Director or designee.

Section 13.2. Annually, or within forty-five (45) days of a written request from the Public Works Director, the Franchisee shall furnish the City with information sufficient to demonstrate: (1) that the Franchisee has complied with all applicable requirements of this Franchise; and (2) that all taxes, including but not limited to sales, utility and/or telecommunications taxes, due the City in connection with the Franchisee's services and Facilities provided by the Franchisee have been properly collected and paid by the Franchisee.

Section 13.3. Books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City, at City's expense, at reasonable times and intervals but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Franchisee; provided, however, that nothing in this Section 13.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 13.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 13.3 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding City and zip code),

Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 13.4. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit, or in the event the City is permitted to charge franchise fees as further described in Section 15.1, or as otherwise required in this Franchise. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential, trade secret, or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee may take appropriate steps to protect its interests. Nothing in this Section 13.4 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 13.5. On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

Section 14. Costs and Fees.

Section 14.1. Franchisee shall pay a one-time fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting

and processing this Franchise, not to exceed the application fee paid by the Franchisee. No construction permits shall be issued for the installation of Facilities authorized until such time as the City has received payment of this fee; further, this Franchise shall be considered void if the fee is not paid within ninety (90) days of receipt of the invoice. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. As provided under RCW 35.21.860(1)(b), where the City incurs actual administrative costs and expenses related to receiving and approving for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City Staff and City Attorney time, undertaken through the authority granted in this Franchise , Franchisee shall pay such actual costs and expenses directly to the City in accordance with the provisions of Section 14.3 and RCW 35.21.860(1)(b).

Section 14.2. In addition to Section 14.1, Franchisee shall promptly reimburse the City in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City.

Section 14.3. Consistent with state law, Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Franchisee's Facilities in the Right-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation or rerouting of Franchisee's Facilities for any Public Project as defined by Section 6, in accordance with RCW 35.21.860(1)(b).

Section 14.4. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims

reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. Billing will be made on a monthly basis.

Section 15. City's Reservation of Rights

Section 15.1. Franchisee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2. Franchisee acknowledges that its operation with the City constitutes a telecommunications business subject to the utility tax imposed pursuant to the Monroe Municipal Code Chapter 5.20. Franchisee stipulates and agrees that certain of its business activities are subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Monroe Municipal Code Chapter 5.08, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Monroe Municipal Code Chapter 5.08 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Franchisee's Services.

Section 16. Police Powers and City Ordinances.

Section 16.1. Nothing in this Franchise Ordinance shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of the Franchise granted by this Franchise Ordinance, including, but not limited to, any valid ordinance made in the exercise of the City's police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations, including design standards and utility accommodation policies, the

location, elevation, manner of construction, and maintenance of any Franchisee Facilities located within any Public Right-of-Way or affecting any Public Right-of-Way, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of law or be deemed discriminative under the Telecommunications Act of 1996. In the event of a conflict between the regulatory provisions of this Franchise Ordinance and any other ordinance(s) enacted under the City's police power authority, such other ordinance(s) shall take precedence over the regulatory provisions set forth herein.

Section 16.2. The provisions of MMC chapter 5.54 are hereby incorporated by reference as if set forth in full; provided that in the event of any conflict between MMC chapter 5.54 and this Franchise, this Franchise shall prevail.

Section 16.3. The City's grant of the Franchise Ordinance will be on a nondiscriminatory and competitively neutral basis as compared to other non-incumbent franchisees within the City's jurisdiction.

Section 17. Limitation of City's Liability.

Section 17.1. Administration by the City of the Franchise granted by this Franchise Ordinance shall not be construed to create the basis for any liability to any third party on the part of the City, its elected and appointed officials, officers, employees, and agents for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise Ordinance; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of the Franchise by the City; or for the accuracy of plans submitted to the City.

Section 18. Compliance with All Applicable Laws.

Section 18.1. Each party agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations. Neither the City nor Franchisee waive any rights they may have under any such laws, rules or regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Franchisee further agrees to remove all liens and encumbrances arising as a result of said use or work. Franchisee shall, at its own expense, maintain its Facilities in a safe condition, in good repair and in a manner reasonably

suitable to the City. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws, but only upon providing Franchisee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment, by making a good faith effort in negotiations, within thirty (30) business days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 19. Indemnification

Section 19.1. Franchisee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise.

Section 19.2. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 19. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 19.3. The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 19.3. City's failure to so notify and request indemnification shall not relieve

Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable fees of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 19.4. The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Franchisee and the City, its officers, officials, employees, and volunteers, Franchisee's liability shall be only to the extent of Franchisee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 19.5. Notwithstanding any other provisions of this Section 19, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned

property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors except to the extent any such damage or destruction is caused by or arises from the sole negligence or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 19.6. The provisions of this Section 19 shall survive the expiration, revocation, termination, or abandonment of this Franchise.

Section 20. Insurance.

Section 20.1. Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of rights, privileges and authority granted to Franchisee, its agents representatives or employees. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the City for its inspection at the time of or prior to acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits no less than $2,000,000 combined single limit per occurrence for bodily injury and property damage.

(b) Commercial General Liability insurance, written on an occurrence basis with limits no less than $3,000,000 combined single limit per occurrence and $6,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; premises; operations; independent contractors; stop gap liability; personal injury; products and completed operations; broad form property damage; explosion, collapse and underground (XCU); and employer's liability.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington with limits of not less than $1,000,000 ; and

(d) Umbrella liability policy with limits not less than $5,000,000 per occurrence and in the aggregate.

Section 20.2. The City acknowledges that Franchisee's current deductibles are subject to change based on business needs and the commercial insurance market. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Additionally, Franchisee shall pay all premiums for the insurance on a timely basis. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 20. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 20.3. The insurance policies, with the exception of Workers' Compensation obtained by Franchisee shall name the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors ("Additional Insureds"), as an additional insured with regard to activities performed by or on behalf of Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee shall provide to the City prior to or upon acceptance either (1) a true copy of the additional insured endorsement for each insurance policy required in this Section 20 and providing that such insurance shall apply as primary insurance on behalf of the Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's insurance shall be primary insurance with respect to the

Additional Insureds, and the endorsement should specifically state that the insurance is the primary insurance. Any insurance maintained by the Additional Insureds shall be in excess of Franchisee's insurance and shall not contribute with it.

Section 20.4. Franchisee is obligated to notify the City of any cancellation or intent not to renew any insurance policy, required pursuant to this Section 20, thirty (30) days prior to any such cancellation. Within fifteen (30) days prior to said cancellation or intent not to renew, Franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section 20. Failure to provide the insurance cancellation notice and to furnish to the City meeting the requirements of this Section 20 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 24 below. Notwithstanding the cure period described in Section 24.2, the City may pursue its remedies immediately upon a failure to furnish replacement insurance.

Section 20.5. Franchisee's maintenance of insurance as required by this Section 20 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.

Section 20.6. As of the effective date of this Franchise, Franchisee is not self-insured. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Franchisee shall comply with the following: (i) Franchisee is responsible for all payments within the self-insured retention; and (ii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise. These requirements may be modified by written amendment executed by both parties.

Section 21. Bonds.

Section 21.1. Construction Performance Bond. Upon an application for a permit involving excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the city in an amount equal to 150% of the construction cost, which should not be less than $2,000, or an amount approved by the City. The

amount of the Performance Bond may be reduced during construction as determined by the City. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 21.2.

Section 21.2. Maintenance Bond. Following excavation, installation, construction, restoration or relocation of the Facilities and if required by the City, Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 21.2 must be in place prior to City's release of the bond required by Section 21.1.

Section 21.3. Franchise Bond. Franchisee shall provide City with a bond in the amount of Twenty-Five Thousand Dollars ($25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Franchisee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Franchisee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Franchisee specifically agrees that its failure to comply with the terms of this Section 21 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Section 22. Abandonment of Franchisee's Facilities.

Section 22.1. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving written notice from the Public Works Director or designee or such other period of time as agreed upon between the parties. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Right-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such removal provided Franchisee shall not be responsible for any changes to the Right-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 22.2. Notwithstanding Section 22.1 above, the City may permit Franchisee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 22.3. Any Facilities which are not removed within one hundred twenty (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 22 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.

Section 22.4. If Franchisee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes or relocates the structure, for example by building a replacement structure, Franchisee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 22.5. The provisions of this Section 22 shall survive the expiration, revocation, abandonment, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 23. Forfeiture and Revocation.

Section 23.1. The Monroe City Council may revoke this Franchise for any reason set forth in MMC 5.54.290 after a hearing held upon notice to Franchisee.

Section 23.2. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. This hearing does not give the right to either the City or Franchisee to conduct discovery, subpoena witnesses, or take depositions. Within thirty (30) days after the hearing, the Monroe City Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Monroe City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Monroe City Council does not grant any additional period, the Monroe City Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

Section 24. Remedies to Enforce Compliance.

Section 24.1. The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. In addition to any other remedy provided in this Franchise, Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the City, its officers, employees, volunteers, contractors and other agents and representatives, to comply with

the terms of this Franchise. Further, all rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to either the City or Franchisee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. Provided, further, that by entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

Section 24.2. If either party (the "Defaulting Party") shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this Franchise, the other party (the "Non-Defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the Non-Defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not comply with the specified conditions, the Non-Defaulting Party may pursue any available remedy at law or in equity as provided in Section 24.1 above, or in the event Franchisee has failed to timely cure or commence cure of the breach, the City may, at its discretion, (1) revoke this Franchise pursuant to MMC 5.54.290 , (2) refuse to grant additional permits, or (3) claim damages of Two Hundred Fifty Dollars ($250.00) per day against the Franchisee or Franchise Bond set forth in Section 21.3.

Section 25. Non-Waiver.

Section 25.1. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one

or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

Section 26. Acceptance.

Section 26.1. Within sixty (60) days of the approval of this Franchise Ordinance, the Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Attachment B. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 20, any applicable construction Performance Bond pursuant to Section 21.1, the Franchise Bond required pursuant to Section 21.3, and the administrative fee pursuant to Section 14.1.

Section 27. Survival.

Section 27.1. All of the provisions, conditions, and requirements of Section 6, Section 7, Section 9, Section 10, Section 19, Section 20, Section 22, Section 33, Section 35.3 and Section 35.4 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

Section 28. Assignment.

Section 28.1. This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 28.1, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of

Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 28.2. Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.

Section 29. Entire Agreement.

Section 29.1. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 30. Extension.

Section 30.1. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 22.

Section 31. Eminent Domain.

Section 31.1. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 32. Vacation.

Section 32.1. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. If Franchisee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Franchisee within the vacated portion of the Right-of-Way within which Franchisee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 4. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area, in which Franchisee is located. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 33. Hazardous Substances.

Section 33.1. Franchisee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property to the extent caused by Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

Section 33.2. The obligations of the Franchisee under this Section 33 shall survive the expiration, revocation, abandonment, earlier termination of the Franchise granted by this Franchise Ordinance.

Section 34. Notice

Section 34.1. Any Notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

CITY OF MONROE
Attn: Executive Department
806 W Main Street
Monroe, WA 98272
lmckorkle@monroewa.gov
360-794-7400

FRANCHISEE
Intermountain Infrastructure Group, LLC
Attn: Legal Department
533 Airport Blvd., Suite 400
Burlingame, CA 94010
legal@intermountainig.com
970-444-9943

Section 34.2. The Franchisee's current emergency contact shall be IIG's Network Operations Center and is reachable via the following number 1-800-444-9943, and shall be available 24 hours a day, seven days a week. The Franchisee shall promptly notify the City of any change in the notice address or emergency contact (or title) and phone number.

Section 35. Miscellaneous.

Section 35.1. Prior to constructing any Facilities, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

Section 35.2. City and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 35.3. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

Section 35.4. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Snohomish County Superior Court.

Section 35.5. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 35.6. Where the context so requires, the singular shall include the plural and the plural include the singular.

Section 35.7. Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 35.8. This Franchise may be enforced at both law and equity.

Section 35.9. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Franchisee or proceed to cure the conditions of noncompliance at the Franchisee's expense.

Section 35.10. This Franchise is subject to all current and future applicable federal, State and local laws, regulations and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended and the Rules and Regulations of the FCC. Neither the City nor Franchisee waive any rights they may have under any such laws, rules, or regulations.

Section 35.11. There are no third party beneficiaries to this Franchise.

Attachment B

STATEMENT OF ACCEPTANCE

Intermountain Infrastructure Group, LLC, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

_____

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, _____ of _____, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

_____
Signature

_____
NOTARY PUBLIC in and for the State of _____,
Residing at _____
MY COMMISSION EXPIRES: _____.

Docusign Envelope ID: D1182033-0D0C-4BE0-9FEE-64C18BF558F1

June 27, 2025

Liam McKorkle
Management Analyst
City of Monroe
806 West Main Street
Monroe, WA 98272-2198
lmckorkle@monroewa.gov

Delivered via email

RE: City of Monroe, WA Franchise Application for Intermountain Infrastructure Group, LLC

Dear Mr. McKorkle:

Intermountain Infrastructure Group, LLC ("IIG") submits this application for a franchise agreement with the City of Monroe ("City") to construct, operate and maintain telecommunications facilities within the public rights-of-way in the city limits. In furtherance of this application, IIG submits the below information to the City:

A. Applicant's name, address, and telephone number and the name, address and telephone number of the duly authorized officer or employee of the applicant. If the application is submitted by an agent of the applicant (i.e., by someone other than a duly authorized officer or employee of the applicant), the following information shall also be provided: (1) the agent's name, address and telephone number; and (2) documentation of the agent's authority to submit the application on behalf of the applicant.

Intermountain Infrastructure Group, LLC, with its principal place of business at 533 Airport Blvd., Suite 400, Burlingame, CA 94010 and with a telephone number of 970-444-9943.

B. Applicant's business structure, e.g., corporation, limited liability company, partnership, sole proprietorship.

IIG is a Delaware limited liability company and is owned by Intermountain Holdings LLC.

C. Identification of the service area for which the franchise is requested, including a map of the area to be covered by the franchise and, if known, specific locations of the initial build-out and proposed future build-out locations, including which proposed facilities will be underground, ground based or aerial. A citywide franchise area may be requested.

IIG requests a city-wide franchise agreement. Please see the attached plans for the initial proposed construction.

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D. Description of the services that the applicant expects to provide within the city, including whether the services will be provided to the general public, to commercial and/or residential customers, or to other utilities or telecommunications providers.

IIG provides wholesale telecommunications services, including private line data services, internet services, and dark fiber leases to hyperscalers and commercial and utility customers, including other telecommunications carriers.

E. Description of the type(s) of facilities to be installed in the right-of-way.

IIG plans to install conduit, fiber optic cables in the conduit, and place manholes/handholes which shall be placed along the route. IIG is planning approximately 21,000 feet of 3 x 2" conduit and pull 1x7-way future path. IIG anticipates approximately 39 handholes at 36x60x36 and will pull a 432-count fiber optic cable within the conduit. Please see the detailed plans attached for further detail.

F. To the extent locations for installations are known, preliminary engineering plans, specifications and a map showing where the facilities are to be located within the city, all in sufficient detail to identify:

1. The location and/or route requested for the applicant's proposed facilities;

2. The location of applicant's overhead and underground facilities, other lines, and equipment in the rights-of-way in the proposed location and/or along the proposed route;

3. The specific trees, structures, improvements, facilities, lines and equipment and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.

Proposed construction is from west to east along SR522, heading northeast onto W. Main Street, then east onto W. Fremont St. to connect with the path on S. Lewis St. (SR203). From the south city limits on S. Lewis St. (SR203), heading north to US 2, then moving east on US 2 exiting the City right-of-way.

IIG has no plans at this time to install any overhead facilities within the City.

G. If the applicant is proposing an underground installation within new ducts or conduits to be constructed within the rights-of-way and to the extent specific locations are known:

1. The location proposed for the new ducts or conduits;

2. Evidence that there is sufficient capacity within the rights-of-way for the proposed facilities.

Please see the attached detailed plans for the proposed underground installation, which IIG plans to bore, including the location and evidence of capacity.

H. A preliminary construction schedule and completion date.

IIG will begin construction within 60 days of having a franchise approved and permits approved. The proposed construction will take approximately 6 months, with work ongoing intermittingly.

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I. Evidence that the applicant is registered to participate in the one-number locator service, as described in Chapter 19.122 RCW, if applicable.

Please see attached.

J. If the applicant is proposing small wireless facilities, an accurate map showing the existing locations, if any, of any existing small wireless facilities in the rights-of-way, owned or operated by the applicant.

IIG does not provide wireless services and is not proposing any small wireless facilities within the rights-of-way.

K. An application fee which shall be set by the city council to recover city costs in accordance with applicable federal and state law.

IIG will pay the application fee set by the city council upon communication from the City of the set fee.

L. Description of applicant's previous experience providing the proposed services and facilities, including a list of all other franchises awarded applicant in the state of Washington.

IIG is a Delaware limited liability company that is a provider of dark fiber and wholesale telecommunications services and is registered with the State of Washington Utilities and Transportation Commission as a Competitive Telecommunications Company UT-180325 and with the Secretary of State UBI Number 604 254 896. IIG currently operates in other Cities and Counties within the State of Washington and is also a Competitive Telecommunications Provider in the states of Idaho, Montana, California, Nevada, Oregon, North Dakota, and Minnesota. IIG will follow construction best management practices for the underground installation of our facilities. IIG will further follow all rules, regulations, and statutes of the City, including any moratoriums or specific right-of-way requirements.

Please see the attached documentation for all other franchises awarded to IIG in the State of Washington.

M. The name, address, and telephone number of any person, other than applicant, who will have any ownership interest in, or commercial use of, the proposed facilities.

N/A

N. Proof that applicant possesses all governmental licenses, certificates or authorizations that are necessary to lawfully conduct the proposed franchise activities.

IIG is registered with the State of Washington Utilities and Transportation Commission as a Competitive Telecommunications Company UT-180325 and with the Secretary of State UBI Number 604 254 896. Please see the attached certificates.

O. Explanation of whether applicant-proposed services or any portion thereof will be subject to tax under Chapter 3.12 MMC.

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Pursuant to RCW 35.21.860, a City cannot impose a franchise fee for telephone business. Therefore, IIG will not be subject to tax under Chapter 3.12 MMC.

P. Information demonstrating applicant's financial capacity to construct, maintain and operate the proposed franchise facilities in compliance with the requirements of this chapter, as may be shown by its operations in other cities, financial statements, or other means.

Please see the attached documentation.

Q. A statement as to whether applicant has had any franchise revoked or been held to be in violation of any franchise and, if so, a full explanation of the reasons for such violation and/or revocation and the steps taken by the applicant to cure all resulting harms and prevent their reoccurrence.

IIG, as Applicant, has not had a franchise revoked or been held to be in violation of any franchise.

If you have any questions, please contact Blake Wilson at 214-478-8171 or via email at blake.wilson@intermountainig.com.

Thank you,

Signed by:
Jennifer Halsing
C470256ED7BA45D...

Jennifer Halsing
Director of Regulatory Affairs and Tax
Intermountain Infrastructure Group, LLC
Phone: 919-623-4101
jennifer.halsing@intermountainig.com

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WASHINGTON

UTC

UTILITIES AND TRANSPORTATION COMMISSION

REGISTRATION

OF

Intermountain Infrastructure Group LLC

AS A COMPETITIVE TELECOMMUNICATIONS COMPANY

Docket Number UT-180325

May 18, 2018
Effective Date

MARK L. JOHNSON
Executive Director and Secretary

CERTIFICATE IS NOT TRANSFERABLE

Docusign Envelope ID: D1182033-0D0C-4BE0-9FEE-64C18BF558F1

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF REGISTRATION

to

INTERMOUNTAIN INFRASTRUCTURE GROUP, LLC

A/AN **DELAWARE LIMITED LIABILITY COMPANY**, effective on the date indicated below.

Effective Date: 04/09/2018
UBI Number: 604 254 896

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 04/09/2018

Docusign Envelope ID: D1182033-0D0C-4BE0-9FEE-64C18BF558F1

25-157 IIG City of Monroe

102 E MAIN ST
MONROE, WA 98272
POWER MR

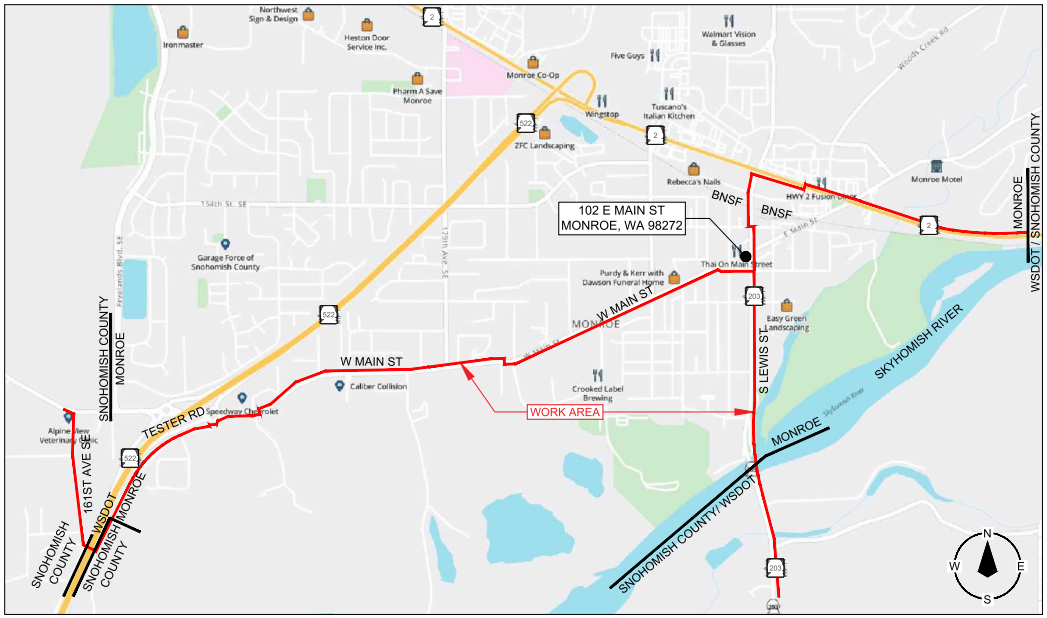
CLIENT

INTERMOUNTAIN INFRASTRUCTURE GROUP LLC

CONTACT: Brady Adams
PHONE: (512) 677-2212
EMAIL: Brady.adams@intermountainig.com

CANNON COMPANIES

406 Porter Way
Milton, WA 98354
CONTACT: Terri Coe
PHONE: (360) 620-8811
EMAIL: tcoe@teamcannon.com



VICINITY MAP

SCOPE OF WORK

CONSTRUCTION NOTES:

BORE (3) 2" CONDUITS & PULL (1) NEW 7WAY FIBER CABLE THROUGH.

INSTALL (1) NEW 3x5x3 VAULT

RESTORATION NOTES:

RESTORE LANDSCAPE PER CITY OF MONROES'S SPECIFICATIONS.

RESTORE CONCRETE SIDEWALK PANELS PER CITY OF MONROE'S SPECIFICATIONS.
*RESTORE SIDE WALK PANEL AT EACH POTHOLE LOCATION

RESTORE ASPHALT CONCRETE ROADWAY PER CITY OF MONROE'S SPECIFICATIONS.

BILL OF MATERIALS

*ALL FOOTAGES AND MATERIALS ARE ESTIMATED

RIGHT OF WAY FOOTAGES*:		
OVER-LASH	=	0 FT
NEW AERIAL	=	0 FT
PROOF & PULL	=	0 FT
NEW UNDERGROUND	=	21,294 FT
RISER (0)	=	0 FT
TOTAL ROW FOOTAGE	=	21,294 FT

SHEET INDEX

1	-	COVER SHEET
2	-	GENERAL NOTES
3	-	LEGEND
4-39	-	CONSTRUCTION PLAN (MONROE)
39-44	-	CONSTRUCTION PLAN (SNO. COUNTY)

Know what's below.
CALL before you dig.

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Client:

IIG Intermountain Infrastructure Group

Project No.
25-157

Permit No.

Revisions:

	PM	DRAFTER	DATE
Original	TC	ALC	6/23/2025
1			
2			
3			
4			
5			
6			

Sheet Title:
COVER SHEET

Sheet Scale:
0 25 50

Designed by:	Drawn by:	Checked by:
JL	ALC	ALC

Sheet No.
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25-157 IIG City of Monroe

102 E MAIN ST
MONROE, WA 98272

STANDARD

1. THE LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE. ALL UTILITY LOCATIONS SHALL BE VERIFIED PRIOR TO CONSTRUCTION. THE CONTRACTOR, AT HIS OWN EXPENSE, SHALL MAKE EXCAVATIONS AND BORINGS AHEAD OF THE WORK, AS NECESSARY, TO DETERMINE THE EXACT LOCATIONS OF UTILITIES AND UNDERGROUND STRUCTURES. IT IS UNDERSTOOD THAT THERE WILL BE INTERFERING UTILITIES AND OTHER UNDERGROUND PIPES, DRAINS OR STRUCTURES ENCOUNTERED THAT ARE NOT SHOWN OR AREAS SHOWN INCORRECTLY ON THE PLANS OR THAT HAVE NOT BEEN PREVIOUSLY DISCOVERED IN THE FIELD. THE CONTRACTOR AGREES THIS IS A NORMAL AND USUAL OCCURRENCE IN THE CONSTRUCTION OF UNDERGROUND IMPROVEMENTS. FURTHERMORE, CONTRACTORS UNDERSTAND AND AGREE THAT WORK IN SOME CASES PROPOSED PATH MAYBE IN CLOSE PROXIMITY TO SAID UTILITIES AND UNDERGROUND PIPES, DRAINS AND STRUCTURES NOT SHOWN ON THE PLANS WHICH MAY REQUIRE A CHANGE IN OPERATIONS AND MAY CAUSE SLOUGHING OF THE TRENCH, ADDITIONAL TRAFFIC CONTROL, ADDITIONAL PAVEMENT AND BACKFILL COSTS AND TIME. THE CONTRACTOR AGREES THAT A REASONABLE NUMBER OF THESE OCCURRENCES IS USUAL AND ORDINARY, AND ARE REFLECTED IN THE BID AND PLAN OF OPERATION. THE CONTRACTORS AGREES TO PROVIDE FOR THESE CONFLICTS AND AGREES TO PROVIDE FOR A REASONABLE AMOUNT OF TIME FOR DESIGN CHANGES AND/OR UTILITY RELOCATIONS DUE TO SAID CONFLICTS.

2. CALL THE UTILITIES UNDERGROUND LOCATION CENTER AT 811

3. INSPECTIONS - THE CONTRACTOR SHALL NOTIFY LOCAL JURISDICTIONS FOR REQUIRED INSPECTION SERVICES.

4. EXCESS WATER - SHOULD WATER BE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DEWATER, AS PER LOCAL JURISDICTIONS STANDARD SPECIFICATIONS, BEFORE CONSTRUCTION CONTINUES.

5. NO SILT LADEN WATER IS TO BE DISCHARGED FROM THE SITE WITHOUT PASSING THROUGH AN EROSION CONTROL SYSTEM.

6. THE CONTRACTOR SHALL SCHEDULE AND CONTROL HIS/HER WORK SO AS TO COMPLY WITH ALL APPLICABLE ORDINANCES TO PREVENT ANY HAZARDS TO PUBLIC SAFETY, HEALTH AND WELFARE.

7. ALL STREETS SHALL BE KEPT FREE OF DIRT AND DEBRIS ON A CONTINUOUS BASIS.

8. AN APPROVED COPY OF THESE PLANS WILL BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.

9. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

10. PEDESTRIAN AND VEHICULAR ACCESS TO ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES EXCEPT WHERE PRIOR WRITTEN APPROVAL FROM THE PROPERTY OWNER HAS BEEN OBTAINED.

11. BARRICADE OPEN DEPRESSIONS AND HOLES OCCURRING AS PART OF THIS WORK, AND POST WARNING LIGHTS ON ADJACENT PROPERTIES WITH PUBLIC ACCESS. OPERATE WARNING LIGHTS DURING HOURS FROM DUSK TO DAWN EACH DAY AND AS OTHERWISE REQUIRED.

12. PROTECT STRUCTURES, UTILITIES, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING WASHOUT AND OTHER HAZARDS CREATED BY OPERATIONS UNDER THIS SECTION.

TRAFFIC CONTROL

1. THE CONTRACTOR IS ADVISED THAT ALL LANE CLOSURES SHALL BE KEPT TO A MINIMUM. LOCAL JURISDICTIONS WILL APPROVE ONLY THOSE LANE AND ROADWAY CLOSURES DETERMINED TO BE NECESSARY FOR THE CONTRACTOR TO ACCOMPLISH A SPECIFIC TASK. NO LANE OR ROADWAY CLOSURES WILL BE PERMITTED WITHOUT PRIOR APPROVALS.

2. THE CONTRACTOR SHALL KEEP ALL TRAFFIC LANES AND SHOULDERS CLEAR OF EQUIPMENT AND MATERIALS DURING NON-WORKING HOURS. EQUIPMENT AND MATERIALS SHALL NOT BE STORED ON THE STREETS. THE CONTRACTOR'S EMPLOYEES AND AGENTS SHALL NOT PARK PRIVATE VEHICLES ALONG THE ROADWAY OR MEDIAN.

SITE PREPARATION

1. SOD AND LAWN TO BE REMOVED SHALL BE CUT TO A NEAT VERTICAL LINE 6" MINIMUM BEYOND THE TRENCH LINE. SOD SHALL BE EITHER REMOVED FROM THE SITE, OR CAREFULLY STOCKPILED FOR REUSE.

2. SAW CUT PAVEMENT TO A NEAT VERTICAL LINE 8" TO 12" MINIMUM BEYOND THE TRENCH LINE. REPLACE PAVEMENT WITH LIKE MATERIAL (I.E., ASPHALT WITH ASPHALT, CONCRETE WITH CONCRETE).

3. EXCEPT AS NOTED HEREIN, ALL MATERIAL REMOVED SHALL BE TAKEN FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR.

TRENCH EXCAVATION AND BACKFILL

1. TRENCH BACKFILL - WHERE MATERIAL EXCAVATED FROM TRENCHES IS UNSUITABLE FOR BACKFILL, THE CONTRACTOR SHALL BACKFILL WITH BANK RUN GRAVEL OR MAY ELECT TO USE CDF IN LIEU OF THE COMPACTION/PROCTOR PROCESS. STONEWAY MIX 351 IS ACCEPTABLE IN ALL LOCATIONS. QUICK SETTING MIX 1004 IS ACCEPTABLE IN NON-TRAFFIC AREAS. MIX 1121 IS TO BE USED IN TRAFFIC-BEARING LOCATIONS.

2. COMPACTION, WHEN NECESSARY, SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL JURISDICTION REQUIREMENTS.

UTILITY DUCT

1. BURIED DUCT SHALL BE SCHEDULE 80 PVC OR EQUIVALENT, UNLESS NOTED OTHERWISE. MINIMUM CONDUIT COVER SHALL BE 36" WITH A MINIMUM SLOPE OF 1/2 % TO VAULT.

2. THOROUGHLY CLEAN CONDUIT BEFORE USING OR LAYING. DURING CONSTRUCTION AND AFTER THE DUCT LINE IS COMPLETED, PLUG ENDS OF CONDUITS TO PREVENT WATER WASHING INTO CONDUIT OR MANHOLES, TAKE PARTICULAR CARE TO KEEP CONDUITS CLEAR OF CONCRETE, DIRT AND ANY OTHER SUBSTANCE DURING THE COURSE OF CONSTRUCTION.

3. AFTER DUCT PLACEMENT HAS BEEN COMPLETED, PROOF AND CLEAN DEBRIS FROM EACH DUCT, ITS ENTIRE LENGTH. INSTALL PULL ROPE AND PLACE WATERTIGHT COMPRESSION PLUGS AT BOTH ENDS. ANY CONDUITS CONTAINING FIBER CABLE WILL REQUIRE SIMPLEX COMPRESSION PLUGS SEALING THE CONDUITS AROUND THE CABLE.

4. OUTSIDE INNERDUCT SHALL BE 1-1/4" OPTIC-GUARD NON-METALLIC FLEXIBLE, IN COLOR SUCH AS RED OR ORANGE, WITH PULL ROPES AND PLUGS. EXPOSED INNERDUCT INSIDE OF BUILDINGS SHALL BE PLENUM-RATED.

CEMENT CONCRETE PAVEMENT

1. ALL CONCRETE PAVEMENT REMOVED OR DAMAGED BY THIS WORK SHALL BE REPLACED ACCORDING TO THE STANDARD SPECIFICATIONS OF EACH JURISDICTION.

ASPHALT CONCRETE PAVEMENT

1. ALL ASPHALT CONCRETE PAVEMENT REMOVED OR DAMAGED BY THIS WORK SHALL BE REPLACED WITH CLASS B ASPHALT CONCRETE ACCORDING TO THE REQUIREMENTS OF EACH JURISDICTION.

GRAVEL AREAS

1. ALL GRAVEL AREAS DAMAGED OR REMOVED BY THIS WORK SHALL BE REPLACED WITH CRUSHED SURFACING TOP COURSE IN ACCORDANCE WITH THE REQUIREMENTS OF EACH JURISDICTION.

SITE RESTORATION

1. ALL DISTURBED OR DAMAGED AREAS SHALL BE RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED PRIOR TO PLACEMENT OF THE CONDUIT AND STRUCTURES.

2. VEGETATION REMOVED FOR THIS WORK SHALL BE REPLACED WITH IN-KIND PLANT MATERIAL AND SHALL BE PROPERLY PLANTED AND WATERED IN TO ENSURE ITS SURVIVAL.

3. SITE RESTORATION SHALL INCLUDE REPLACING EXISTING CABLING AND PULL ROPES IN EXISTING CONDUITS AS THEY EXISTED PRIOR TO CONSTRUCTION.

WATER QUALITY

1. CONSTRUCTION ACTIVITIES OCCURRING ADJACENT TO STORM DRAINAGE STRUCTURES SHALL COMPLY WITH THE STATE OF WASHINGTON'S WATER QUALITY STANDARDS

2. THE CONTRACTOR SHALL LIMIT THE USE OF PETROLEUM PRODUCTS ON THE SITE.

DIRECTIONAL BORING

1. WHEN BORING ROADWAYS, INSTALL (1) 4" SCHEDULE 40 PVC CONDUIT WITH PULL ROPES AND PLUGS.

2. PROTECT EXISTING UTILITIES -- COORDINATE WITH LOCAL JURISDICTIONS TO POTHOLE AS REQUIRED TO LOCATE EXISTING UTILITIES.

FIRE PROTECTION

1. ALL INSTALLED BACKBOARDS SHALL BE PAINTED WITH FIRE-RESISTANT PAINT.

2. ALL FIRE SEALED DUCT ENDS AND CORES SHALL BE 2 HOUR FIRE-RATED. ALL FIRE SEAL IN EXISTING LOCATIONS SHALL BE REPAIRED OR REPLACED UPON DUCT OR CABLE PLACEMENT.

AERIAL INSTALLATION

1. ALL AERIAL CONSTRUCTION IS TO BE PERFORMED TO INDUSTRY ACCEPTABLE STANDARDS.

2. ALL NEW AERIAL (AND EXISTING) CABLE HEIGHTS OF ATTACHMENT TO BE DOCUMENTED AT TIME OF CONSTRUCTION.

3. 6.35 MM STRAND TO BE USED WITH STANDARD 1/4" POLE LINE HARDWARE UNLESS OTHERWISE SPECIFIED. BOND STRAND TO POWER MAIN WHERE APPLICABLE.

4. ALL ANCHORS TO BE USED WILL BE 3/4" SCREW TYPE.

5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND FOLLOW ALL NESC CODES ALONG WITH APPLICABLE LOCAL AND REGIONAL GOVERNING AUTHORITIES. ANY DISCREPANCIES BETWEEN THESE AUTHORITIES AND OR THE CONSTRUCTION PERMITS IS TO BE VALIDATED WITH THE DESIGNER OR ENGINEER PRIOR TO CONSTRUCTION.

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Client:

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Intermountain Infrastructure Group

Project No.
25-157

Permit No.

Revisions:

	PM	DRAFTER	DATE
Original	TC	ALC	6/23/2025
1			
2			
3			
4			
5			
6			

Sheet Title:
GENERAL NOTES

Sheet Scale:
0 25 50

Designed by:	Drawn by:	Checked by:
JL	ALC	ALC

Sheet No.
002 of 44

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25-157 IIG City of Monroe

102 E MAIN ST
MONROE, WA 98272

LINE TYPES

- PARCEL LINE
- BUILDING OUTLINE
- LANE LINE
- CENTERLINE / STATION LINE
- FOG LINE
- EDGE OF PAVEMENT (EOP)
- RIGHT OF WAY (ROW)
- SIDEWALK (S/W)
- DRIVEWAY (D/W)
- FENCE
- GUARDRAIL
- CROSSWALK
- RAILROAD
- STRAW WATTLES
- POWER
- TRAFFIC SIGNAL
- FIBER OPTIC
- TELECOMMUNICATION
- SEWER MAIN
- SANITARY SEWER
- DRAIN MAIN
- DRAINAGE DITCH
- GAS
- OIL
- STEAM
- WATER
- OVERHEAD UTILITIES
- UNKNOWN UTILITY
- TRAFFIC CONES
- EXISTING AERIAL
- NEW AERIAL
- EXISTING/PROOF & PULL CONDUIT
- PROPOSED CONDUIT

SYMBOLS

- VAULT (EXIST / NEW) SIZE MAY VARY
- MANHOLE (EXIST / NEW)
- DOGHOUSE (EXIST / NEW)
- TIGERHOUSE (EXIST / NEW)
- NODE CABINET (EXIST / NEW)
- PEDESTAL (EXIST / NEW)
- CATCH BASIN
- CATCH BASIN W/ SOCK
- CROSSWALK SIGNAL
- STREET LIGHT
- FIRE HYDRANT
- WATER METER
- UTILITY VALVE
- UTILITY POLE (EXIST / NEW)
- UTILITY RISER (EXIST / NEW)
- EXISTING SPLICE CASE
- NEW SPLICE CASE
- NEW MAT. STORAGE (200')
- NEW COAX TAP
- UTILITY POTHOLE
- POLE ANCHOR / DOWN GUY
- TREE
- SHRUBBERY
- STREET SIGN
- MAP COMPASS (N, W, E, S)
- FOOTAGE NOTE (339')
- LANE DIRECTION INDICATOR
- BUS STOP LOCATION
- ADA RAMP

MARK-UP NOTATIONS

- PHOTO LOCATOR/ORIENTATION CALLOUT
- CONSTRUCTION NOTE CALLOUT
- POLE # CALLOUT
- VAULT # CALLOUT
- STA 0+00 — DISTANCE STATION
- # — DISTANCE DIMENSION
- WORK LOCATION — PHOTO NOTE CALLOUT
- CROSS SECTION SYMBOL
- CROSS SECTION NAME
- CROSS SECTION SHEET #

HATCH PATTERNS

- LIMITS OF RESTORATION
- CONCRETE ASPHALT
- CONCRETE PANELS
- BRICK/COBBLE
- LANDSCAPE
- GRAVEL
- ROWIP ALLEY / TRAVEL LANE WZ
- ROWIP PARKING / BIKE LANE WZ
- ROWIP SIDEWALK WZ

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Client:

IIG
Intermountain Infrastructure Group

Project No.
25-157

Permit No.

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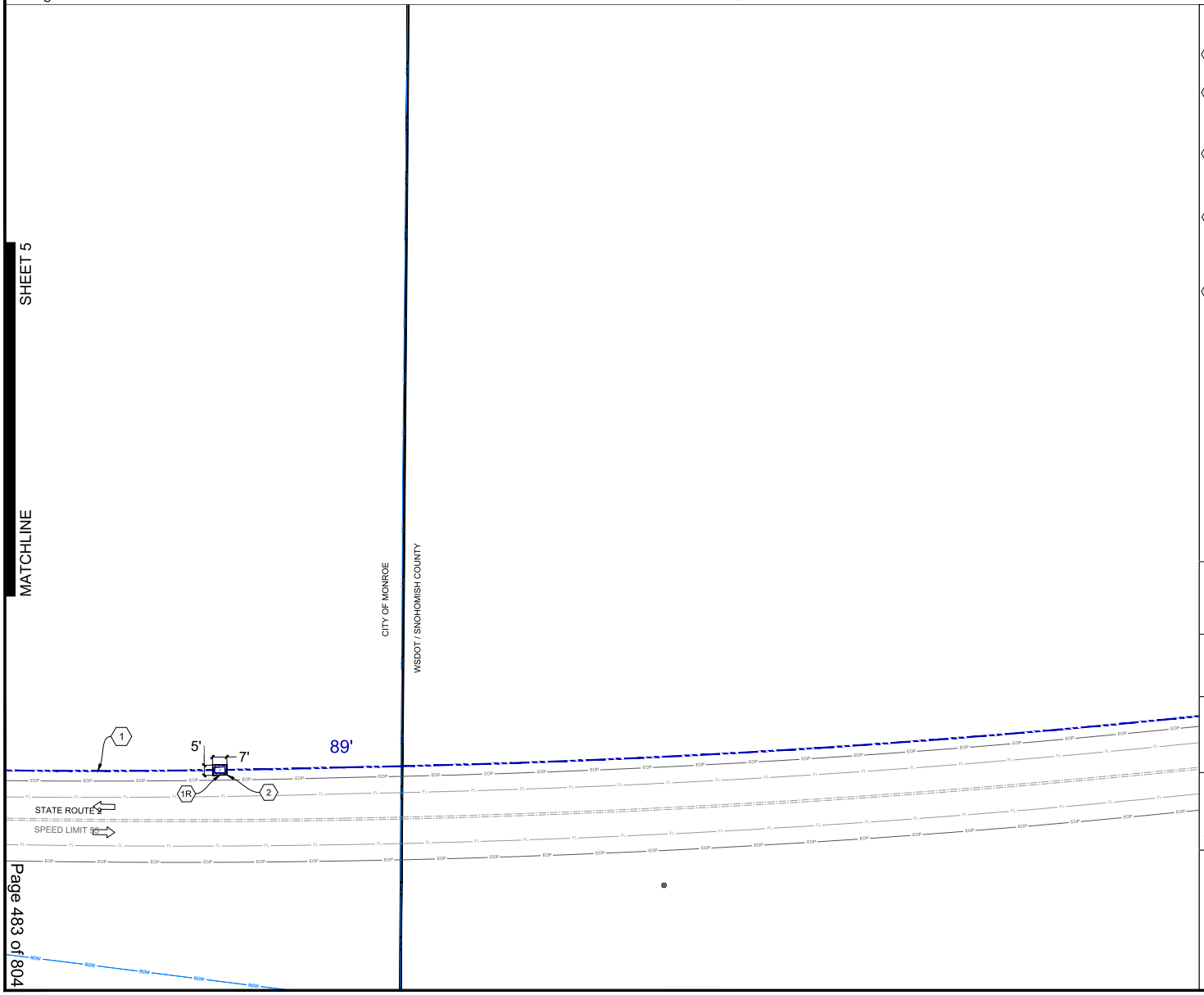

CONSTRUCTION NOTES:

1. BORE (3) 2" CONDUITS & PULL (1) NEW 7WAY FIBER CABLE THROUGH.
2. INSTALL (1) NEW 3x5x3 VAULT

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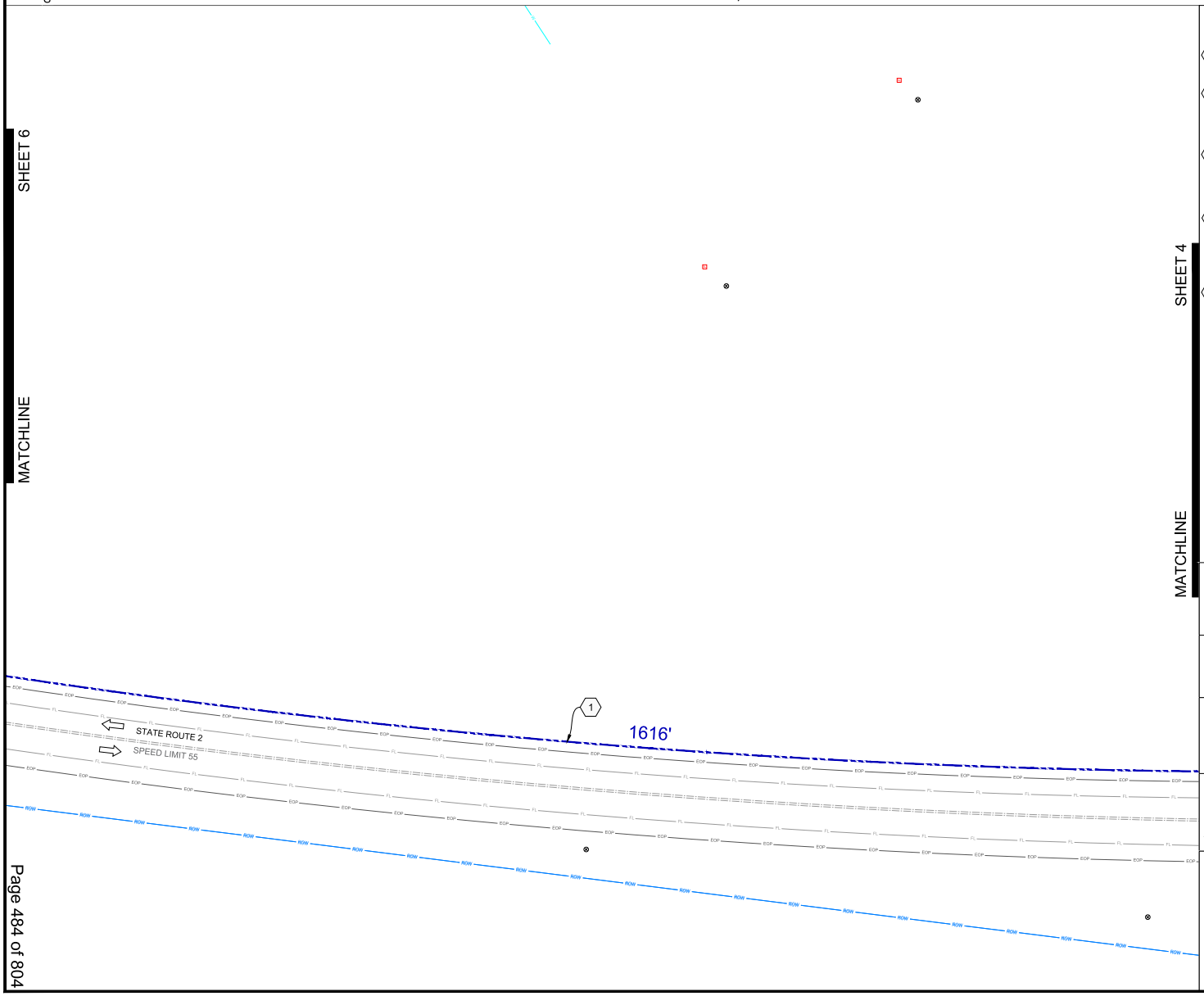

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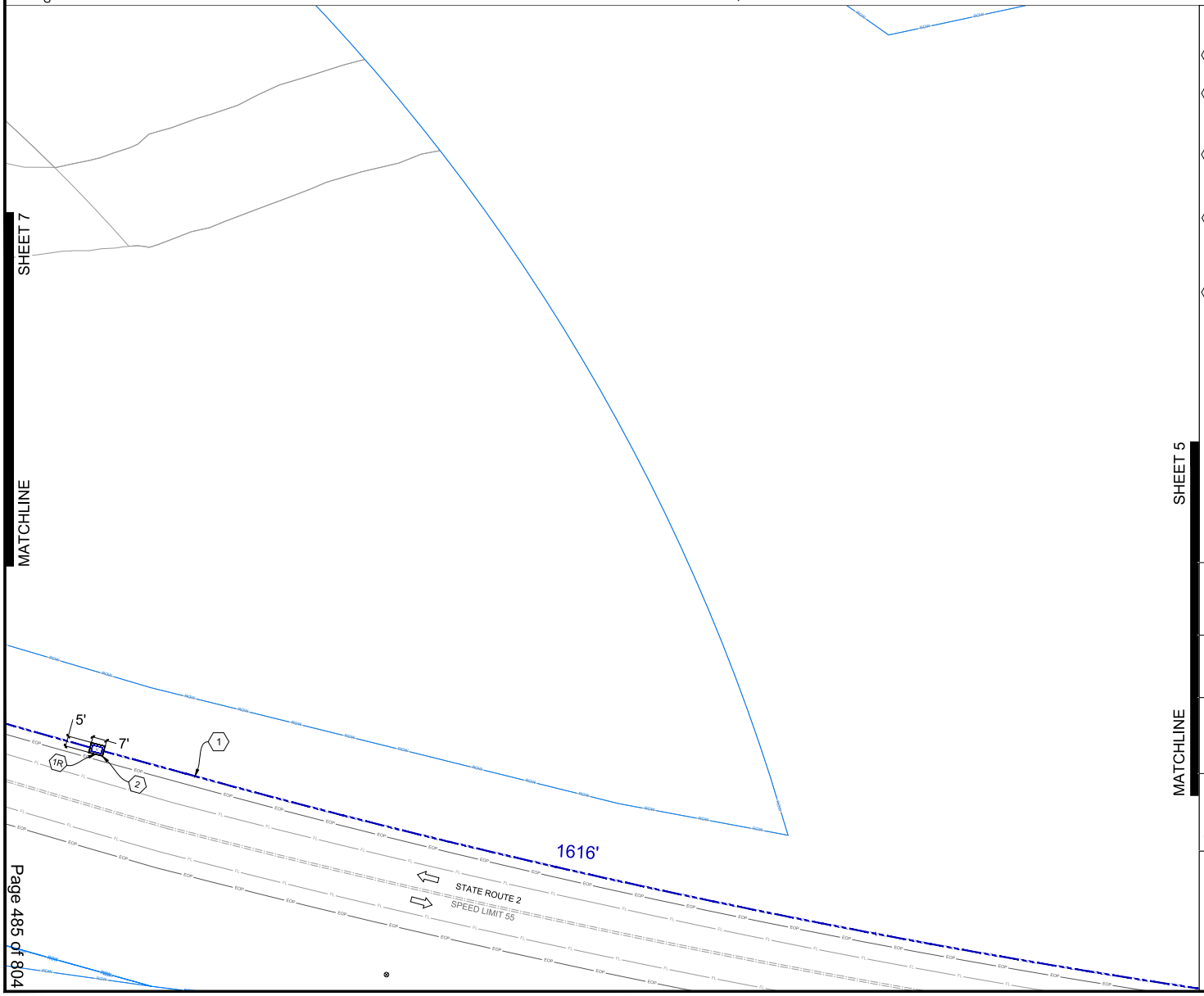

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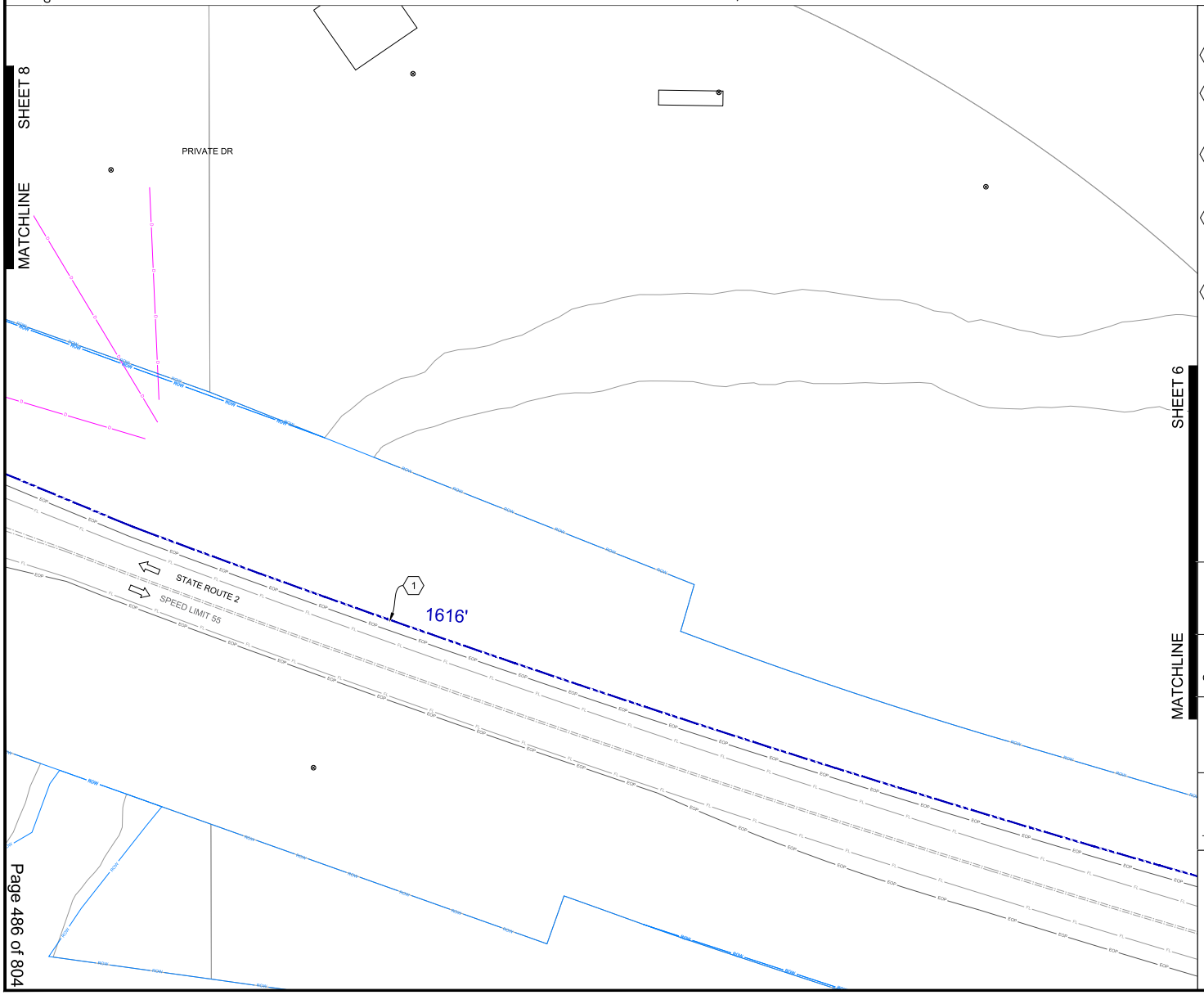

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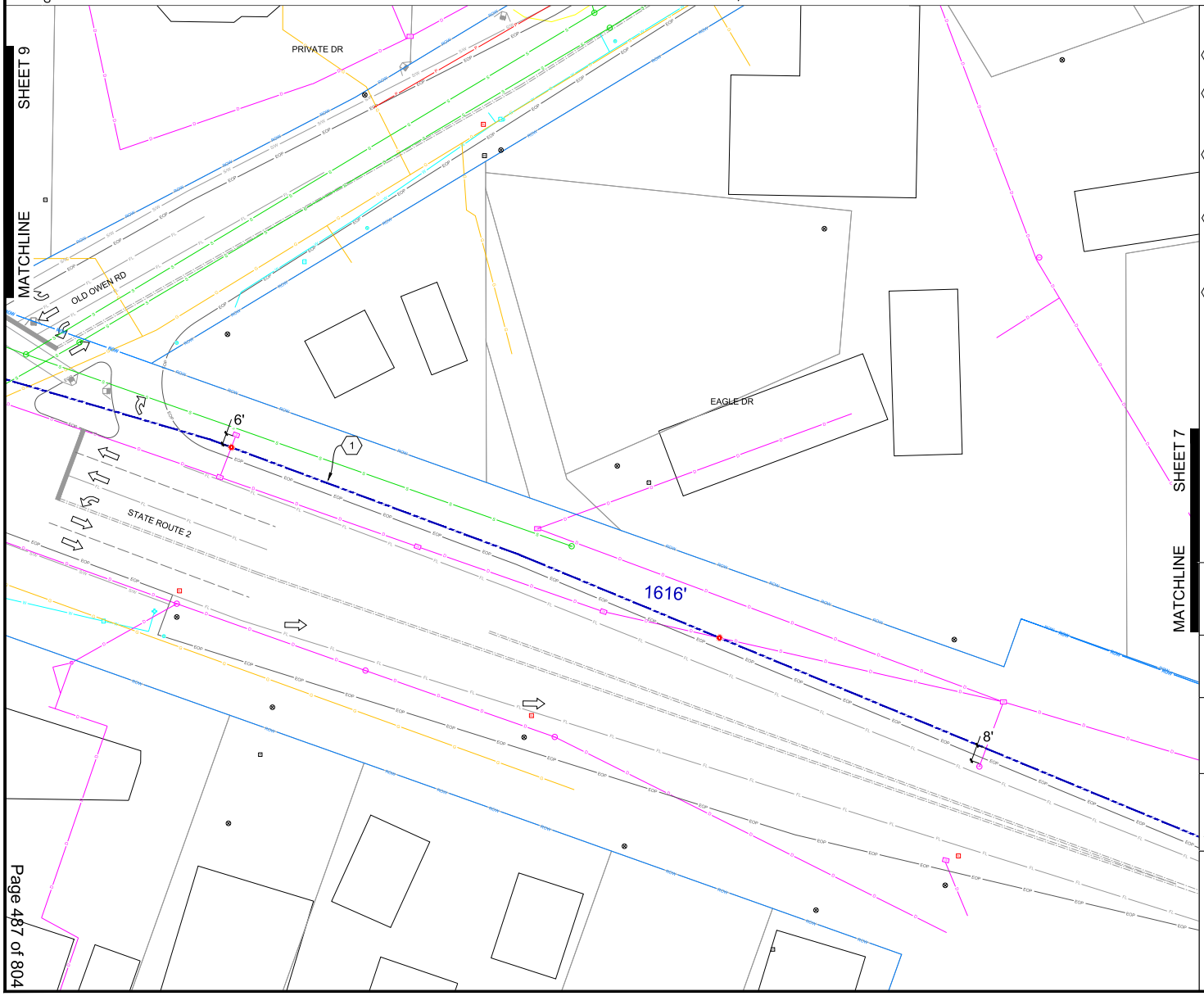

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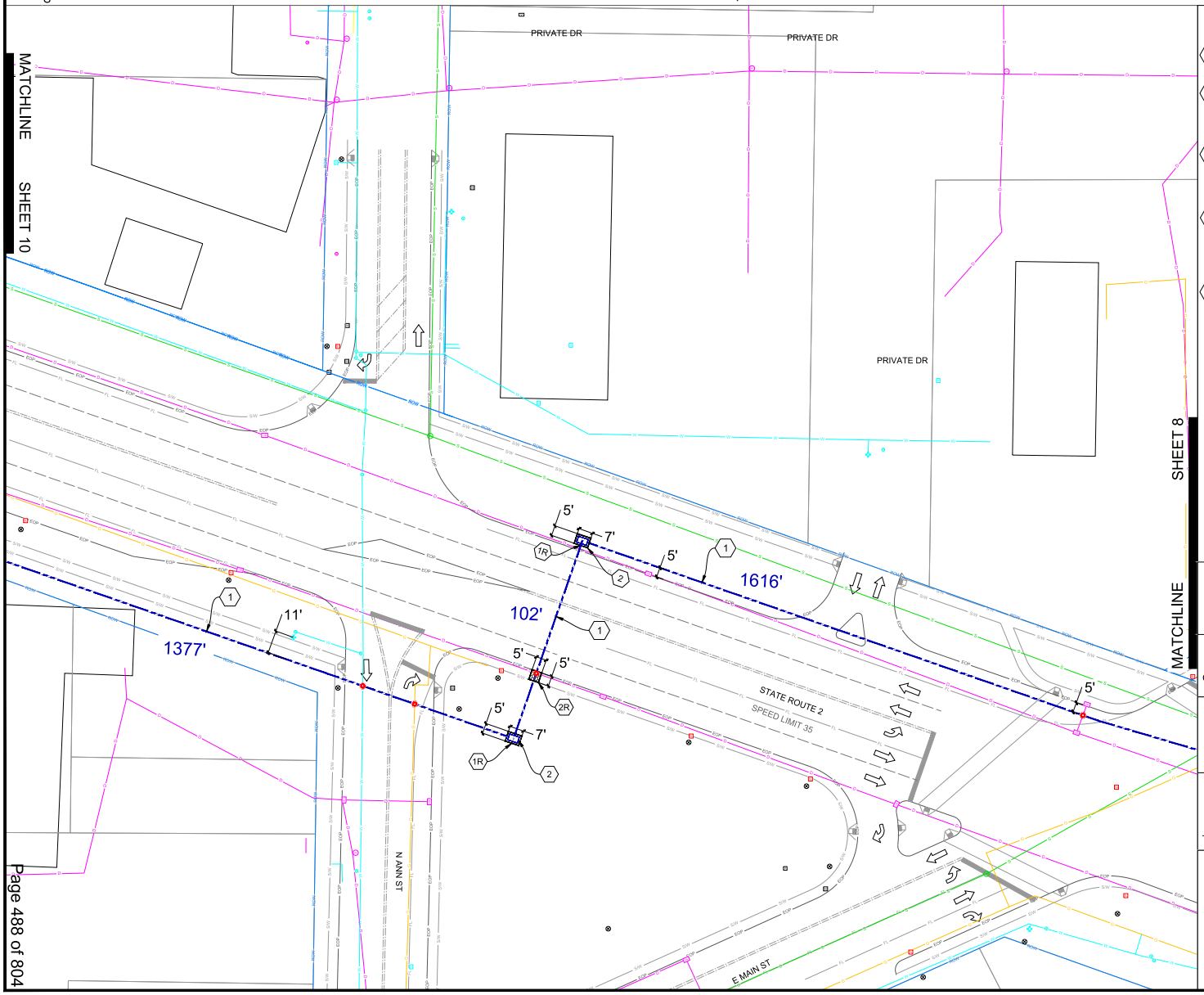

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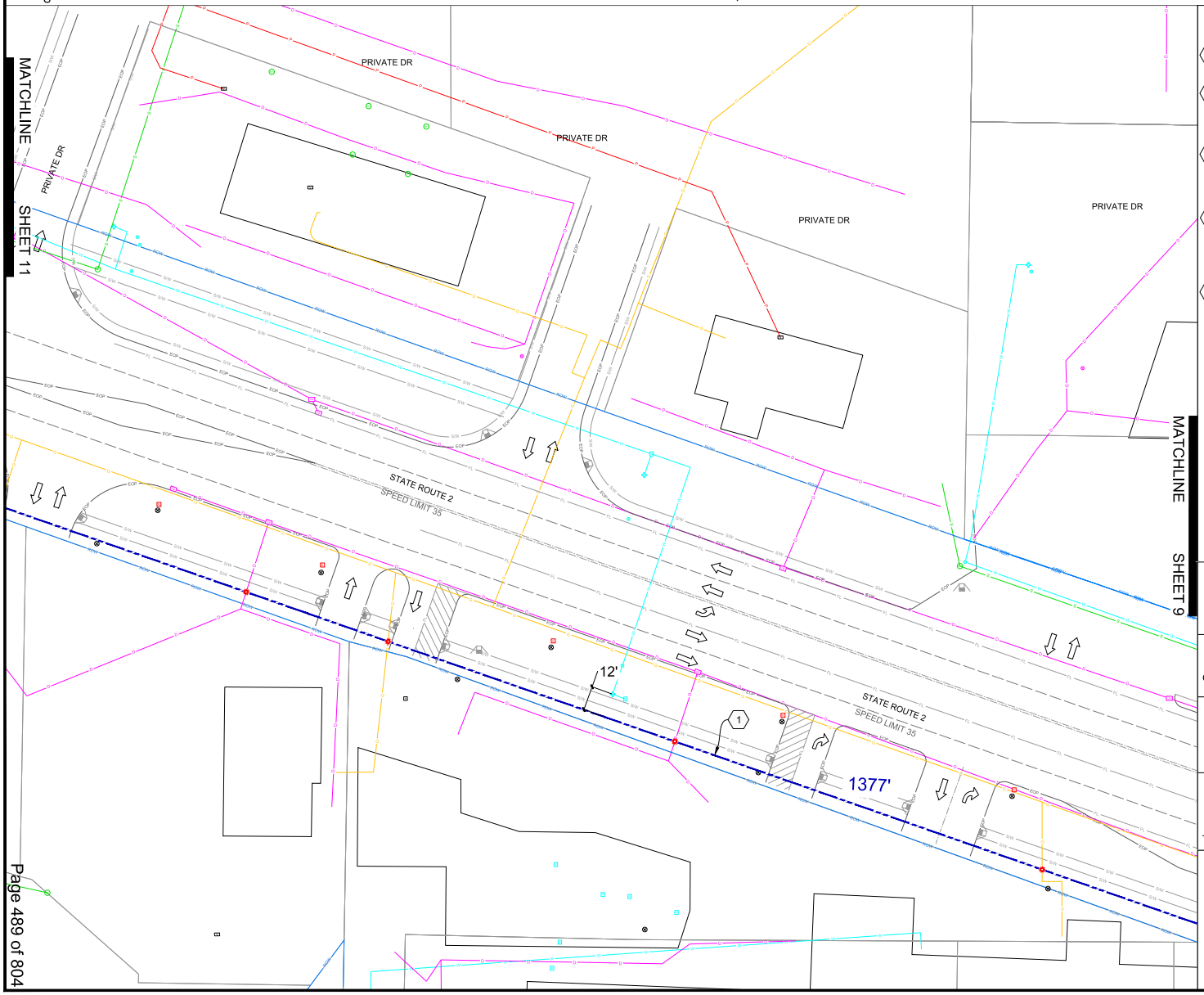

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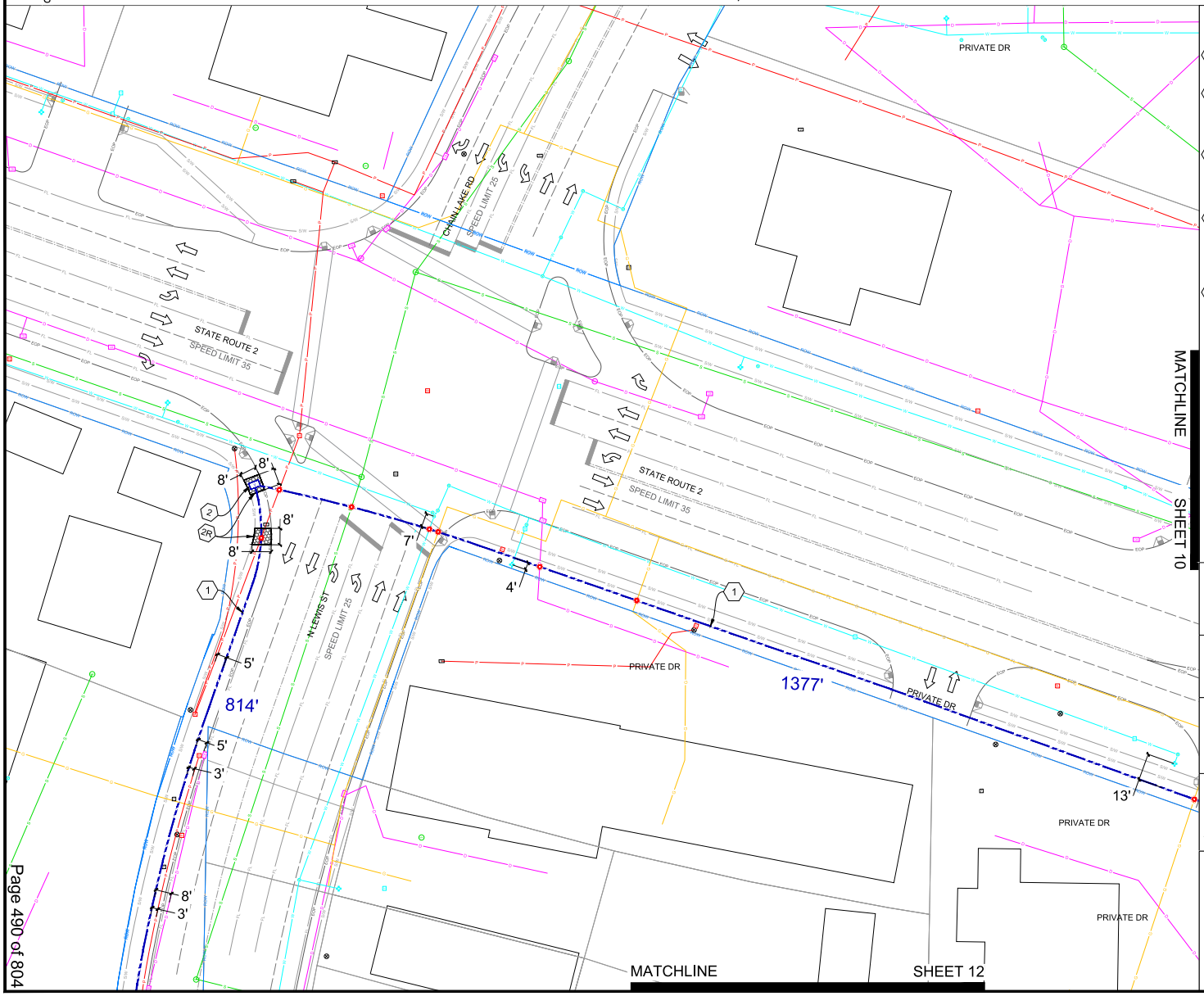

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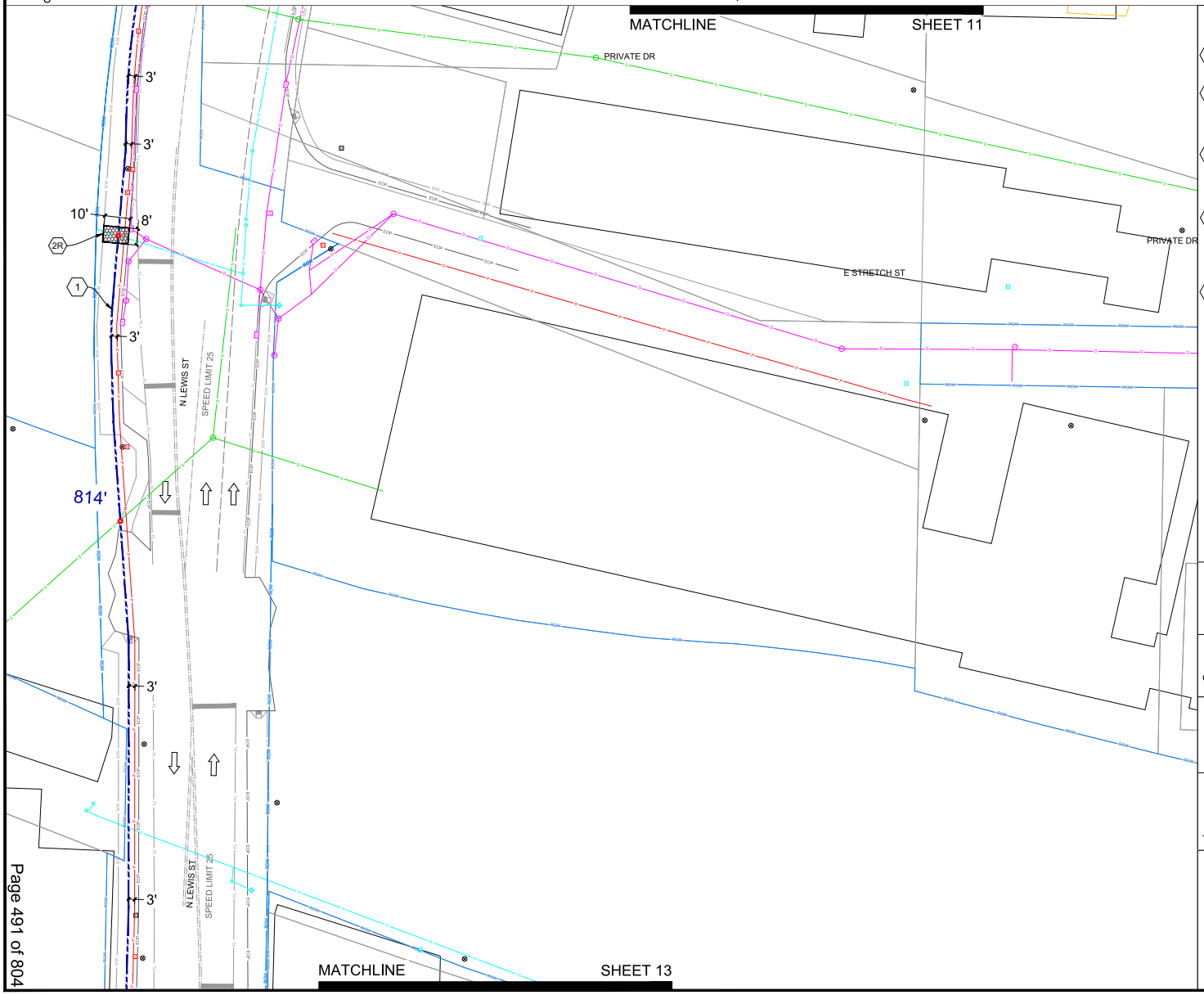

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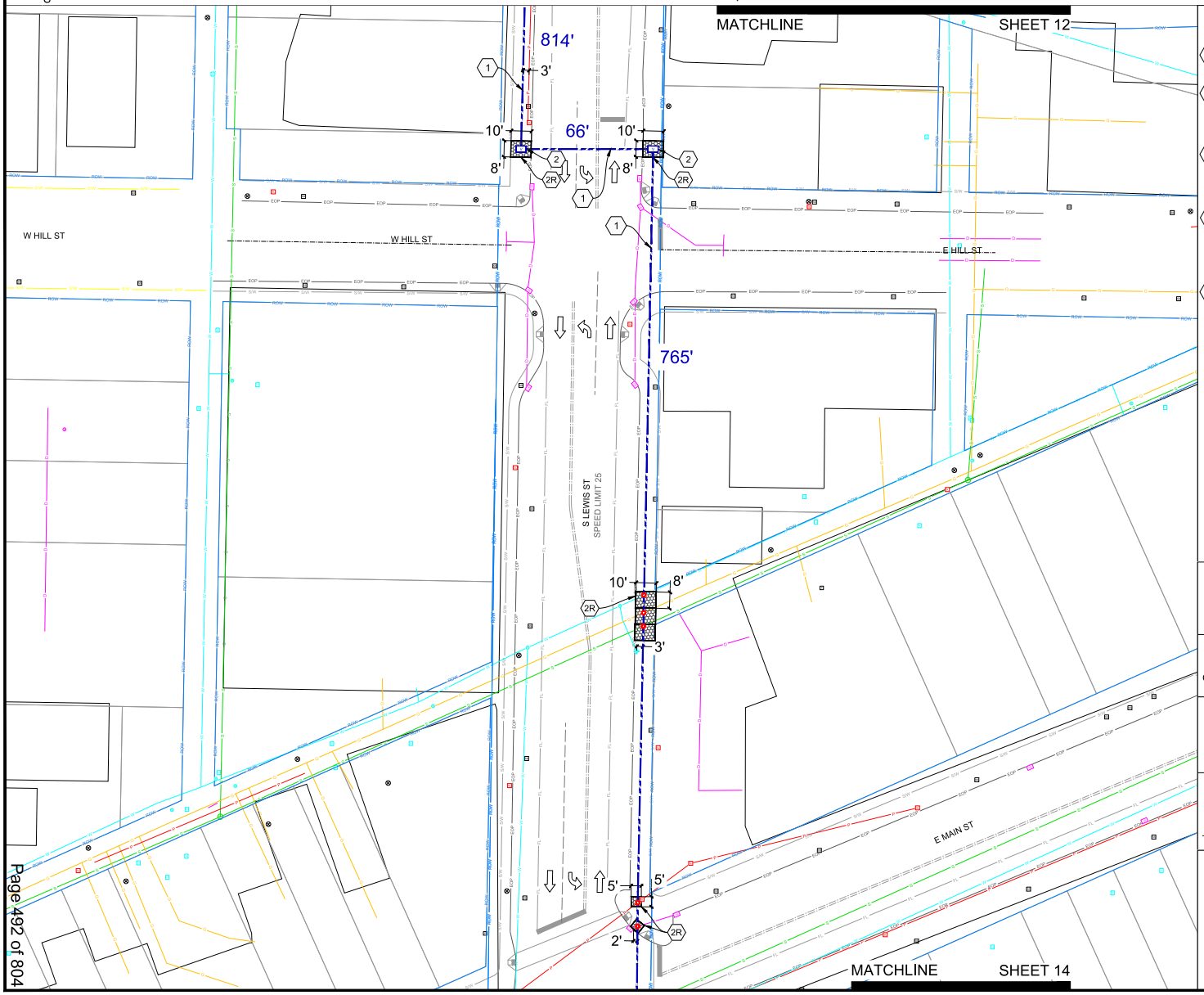

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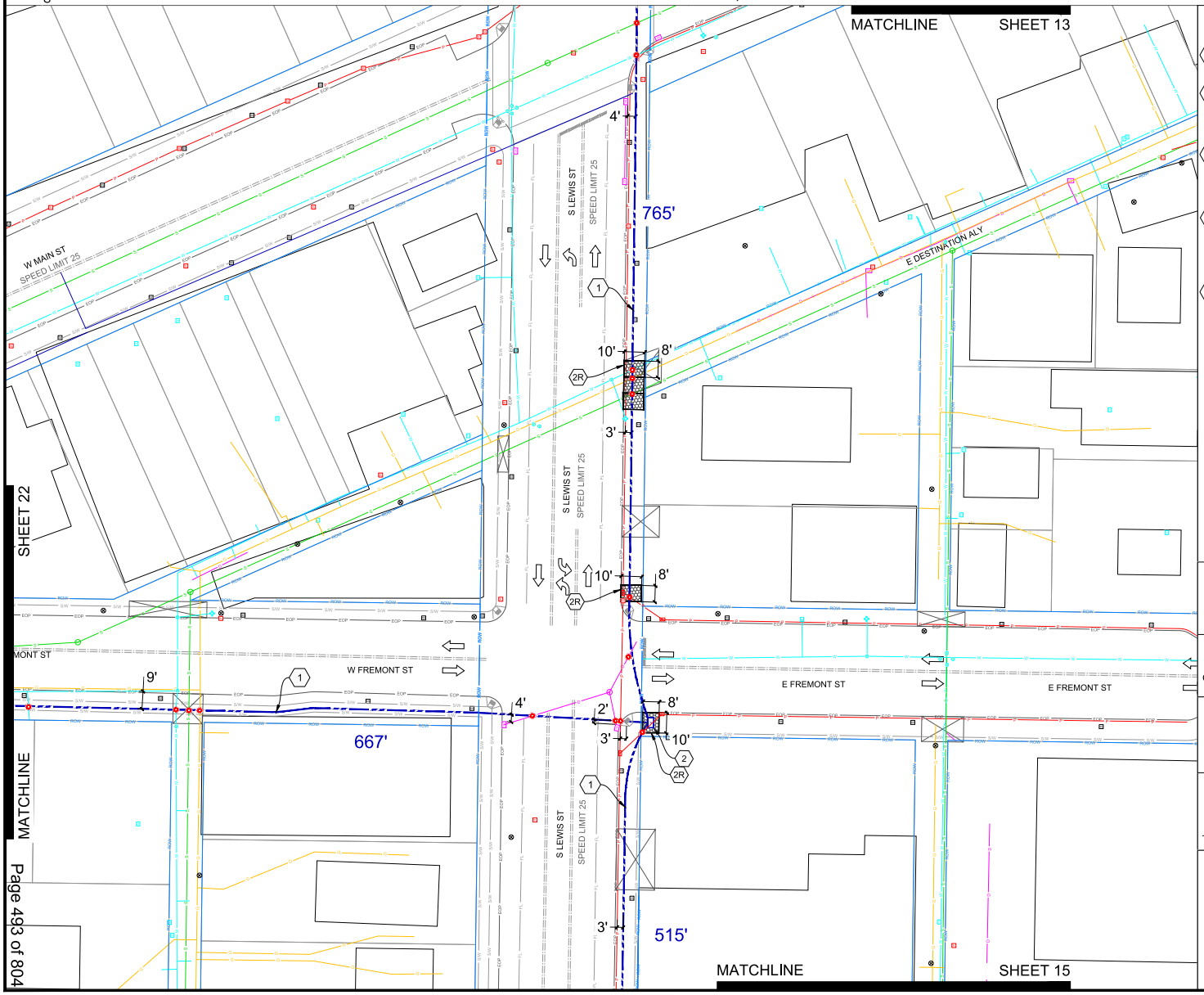

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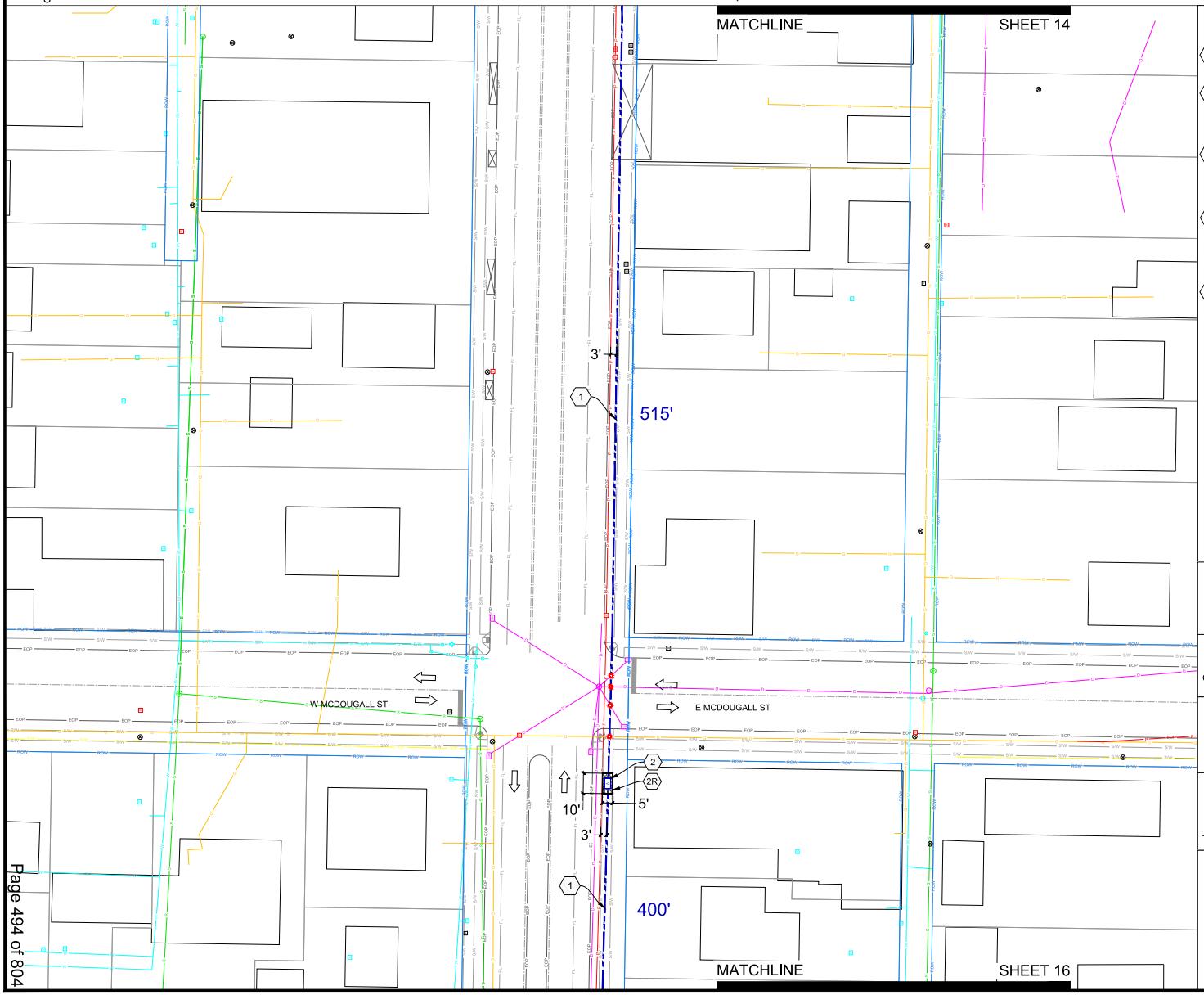

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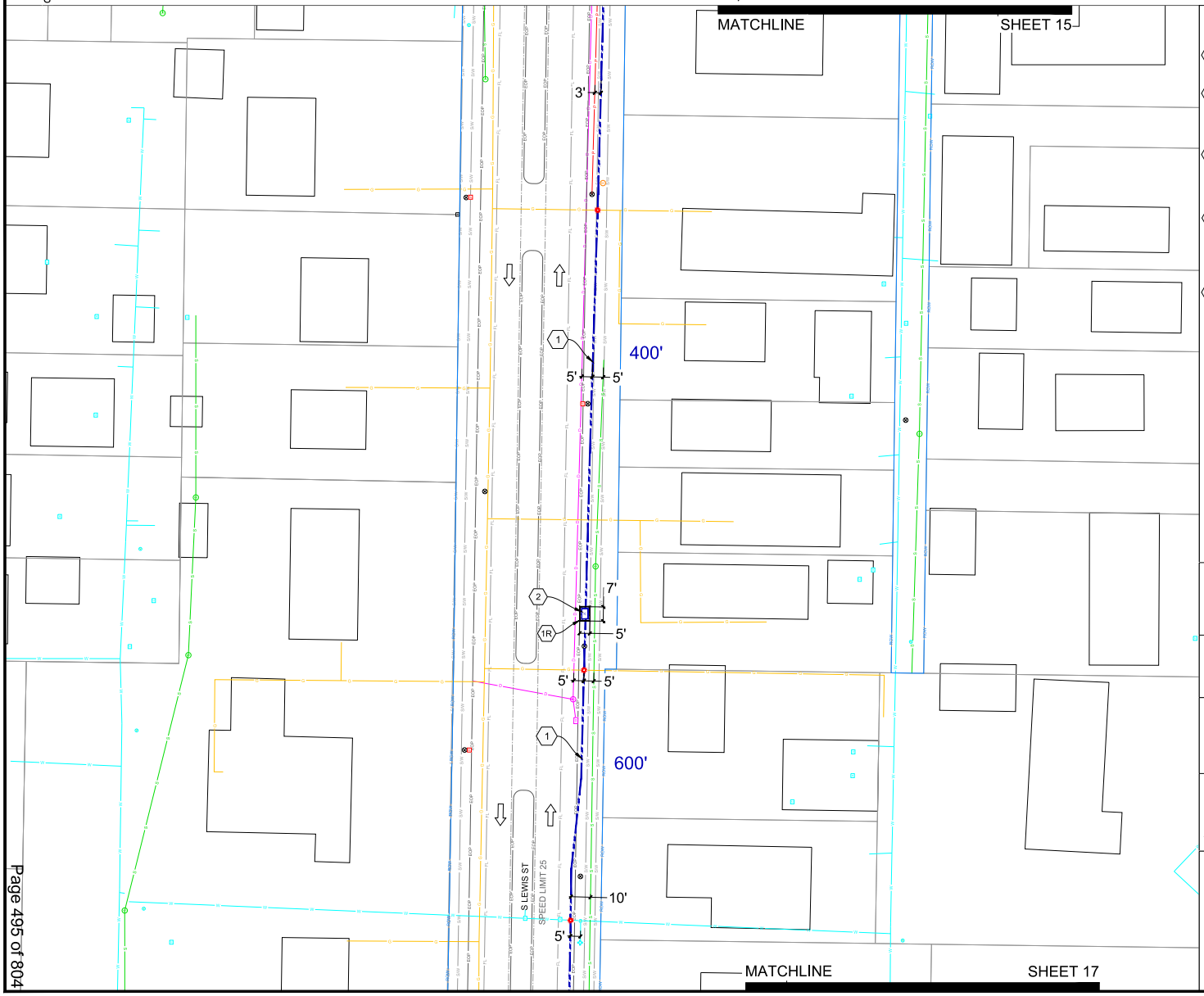

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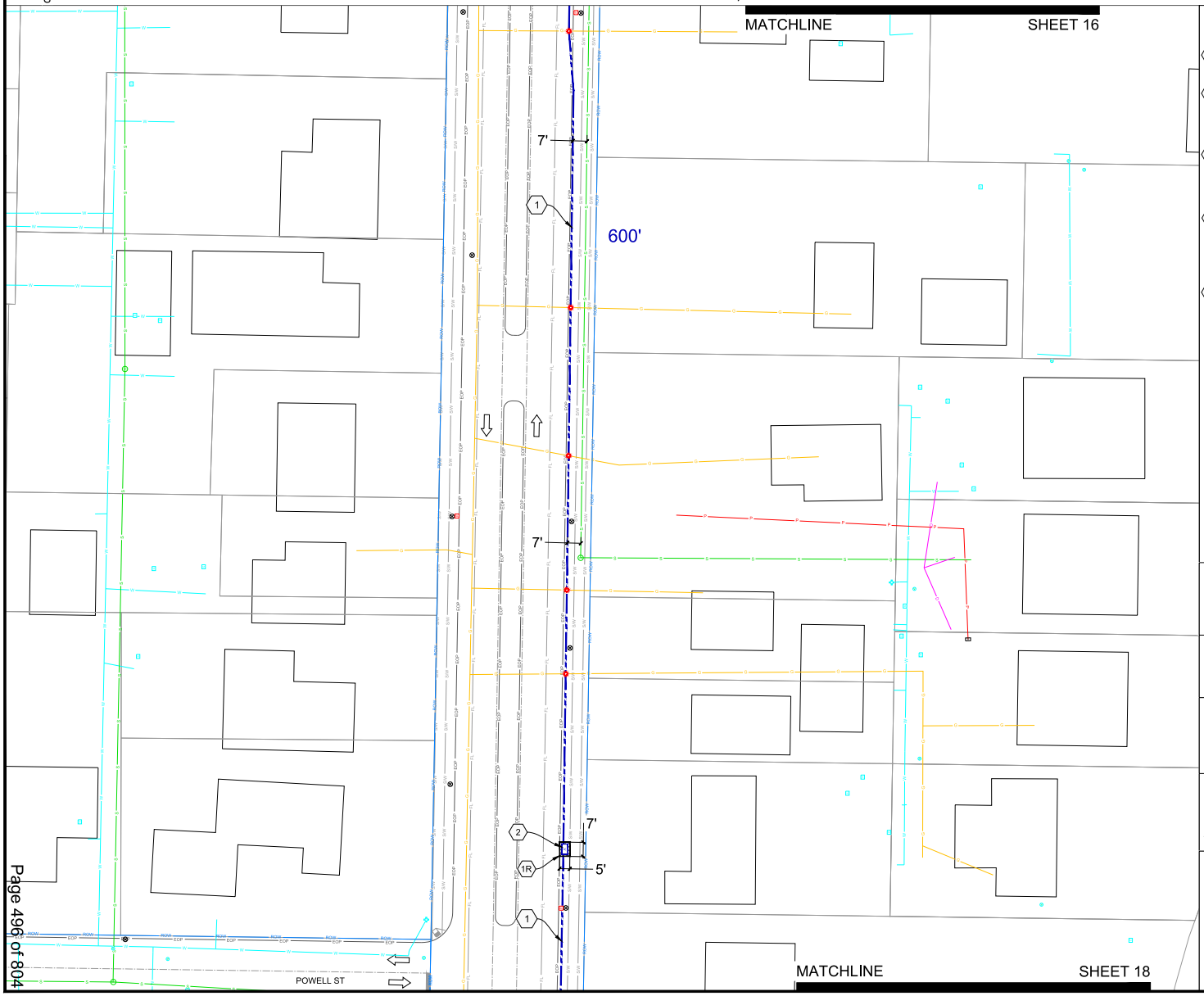

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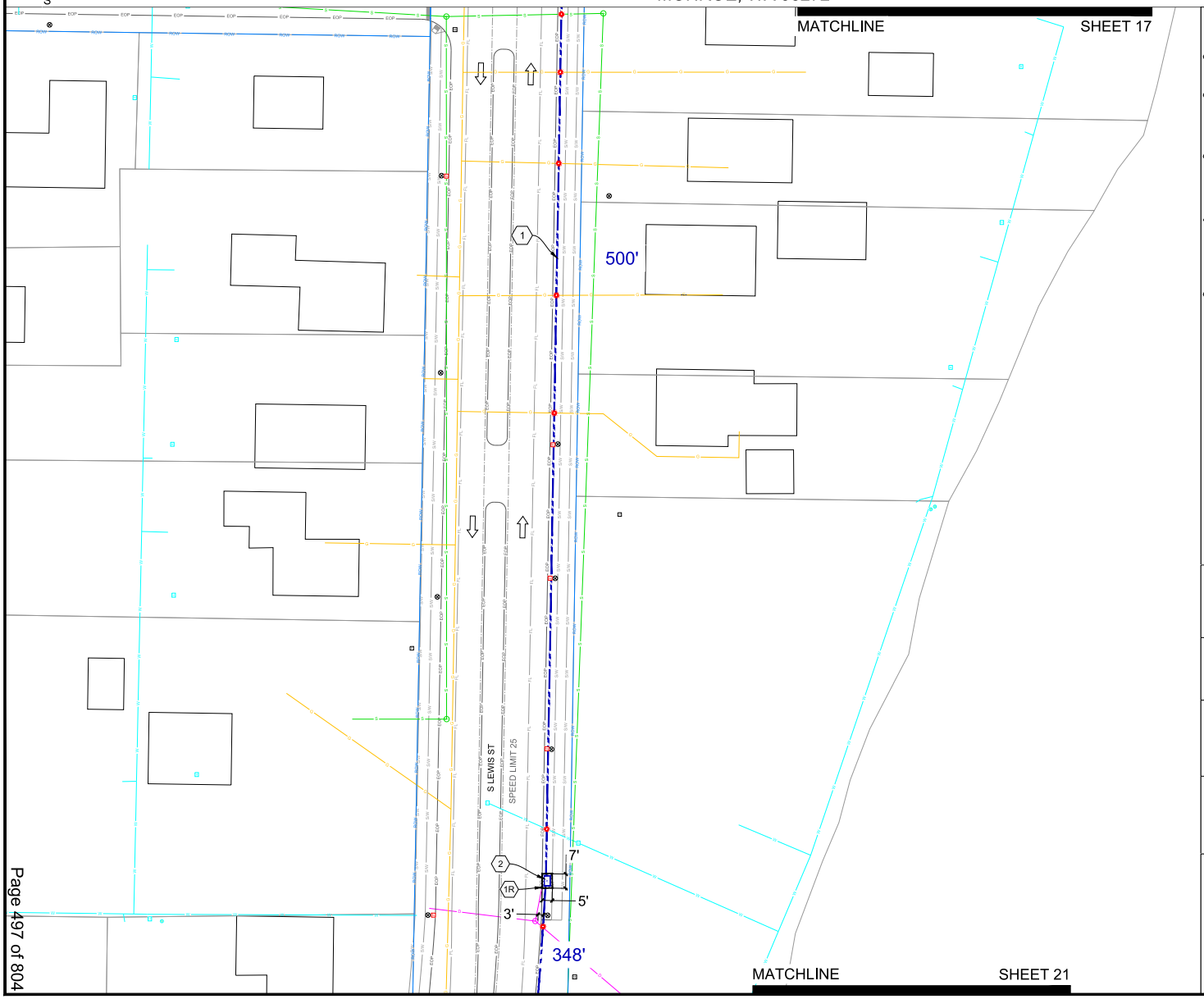

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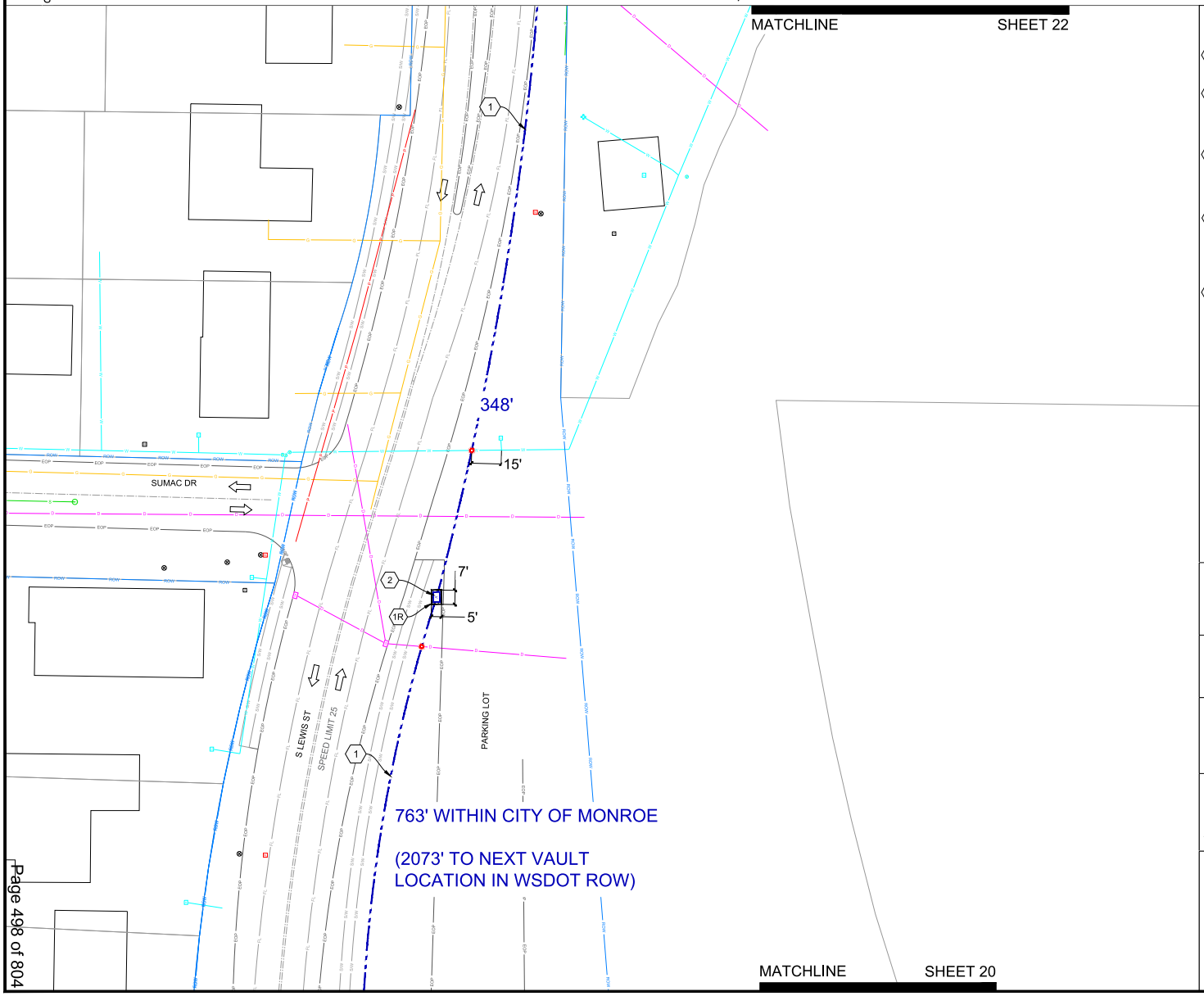

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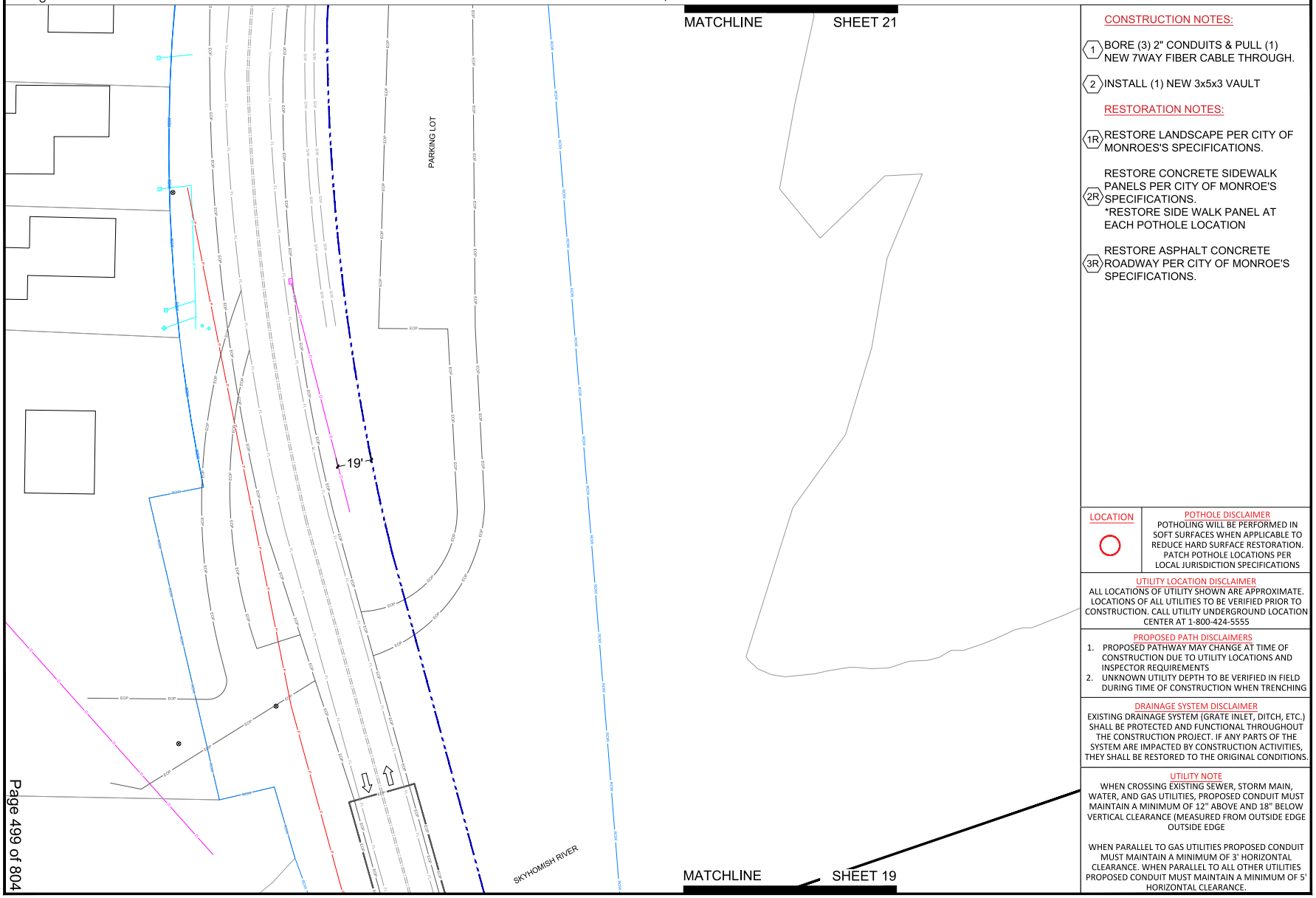

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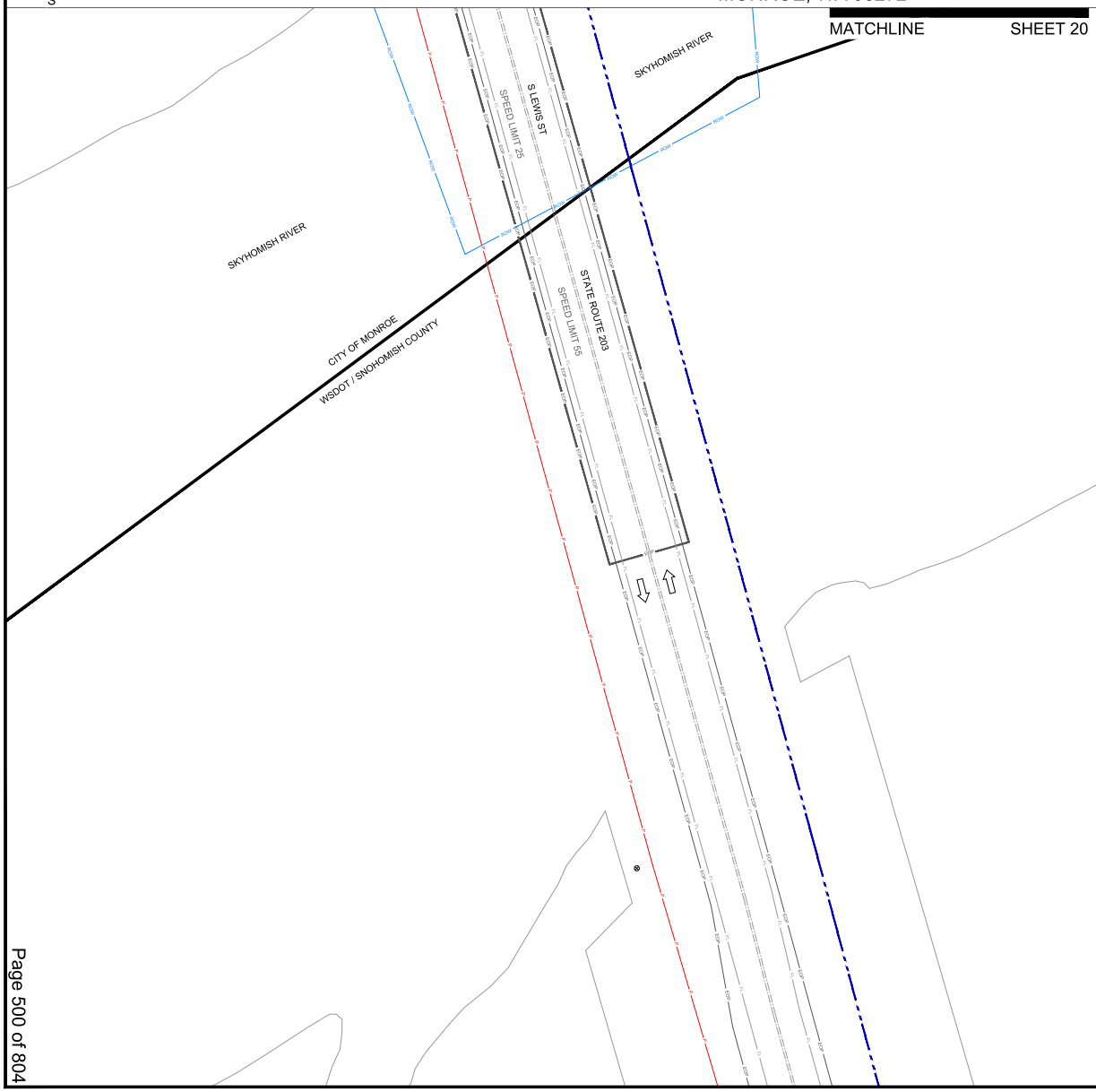

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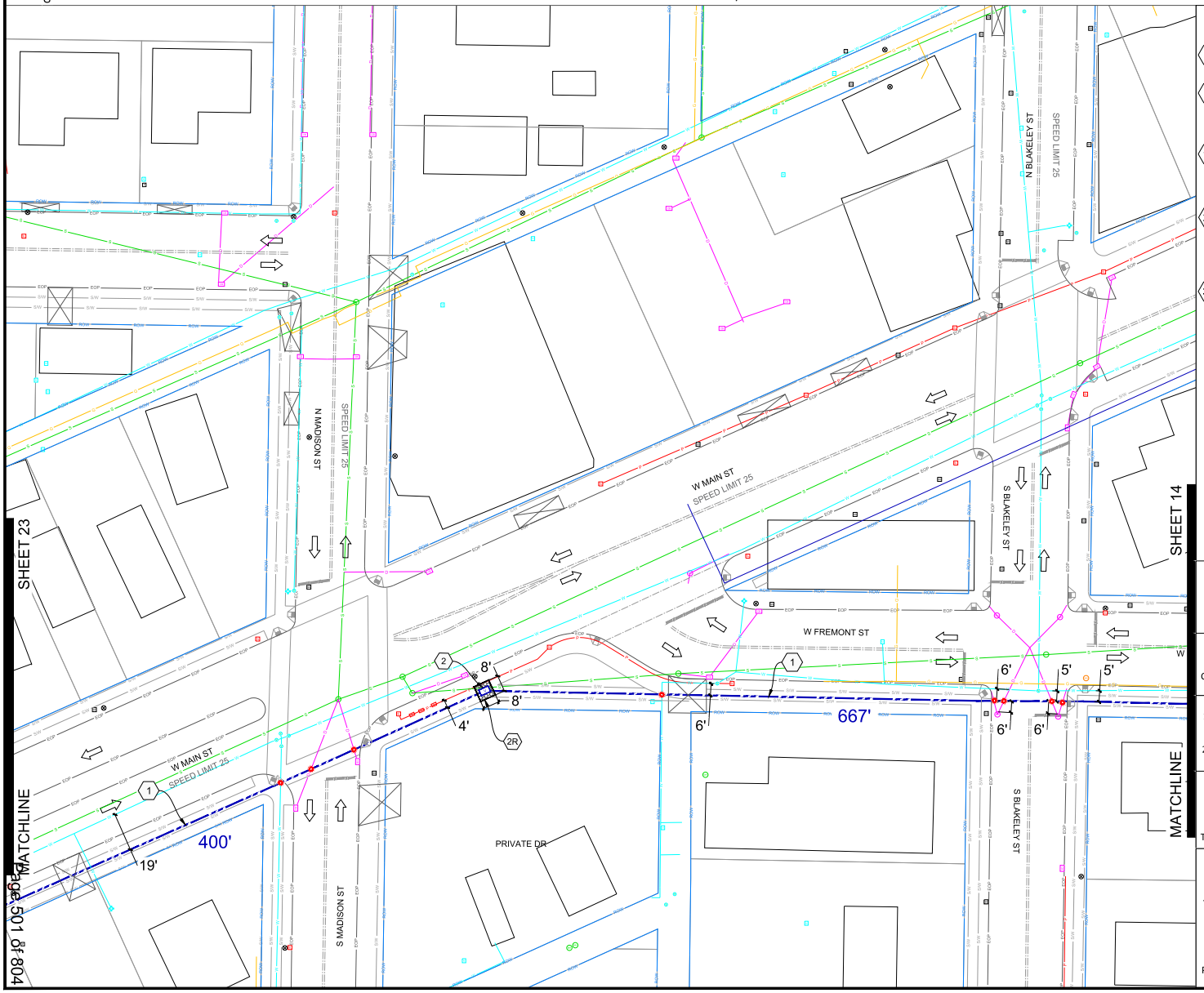

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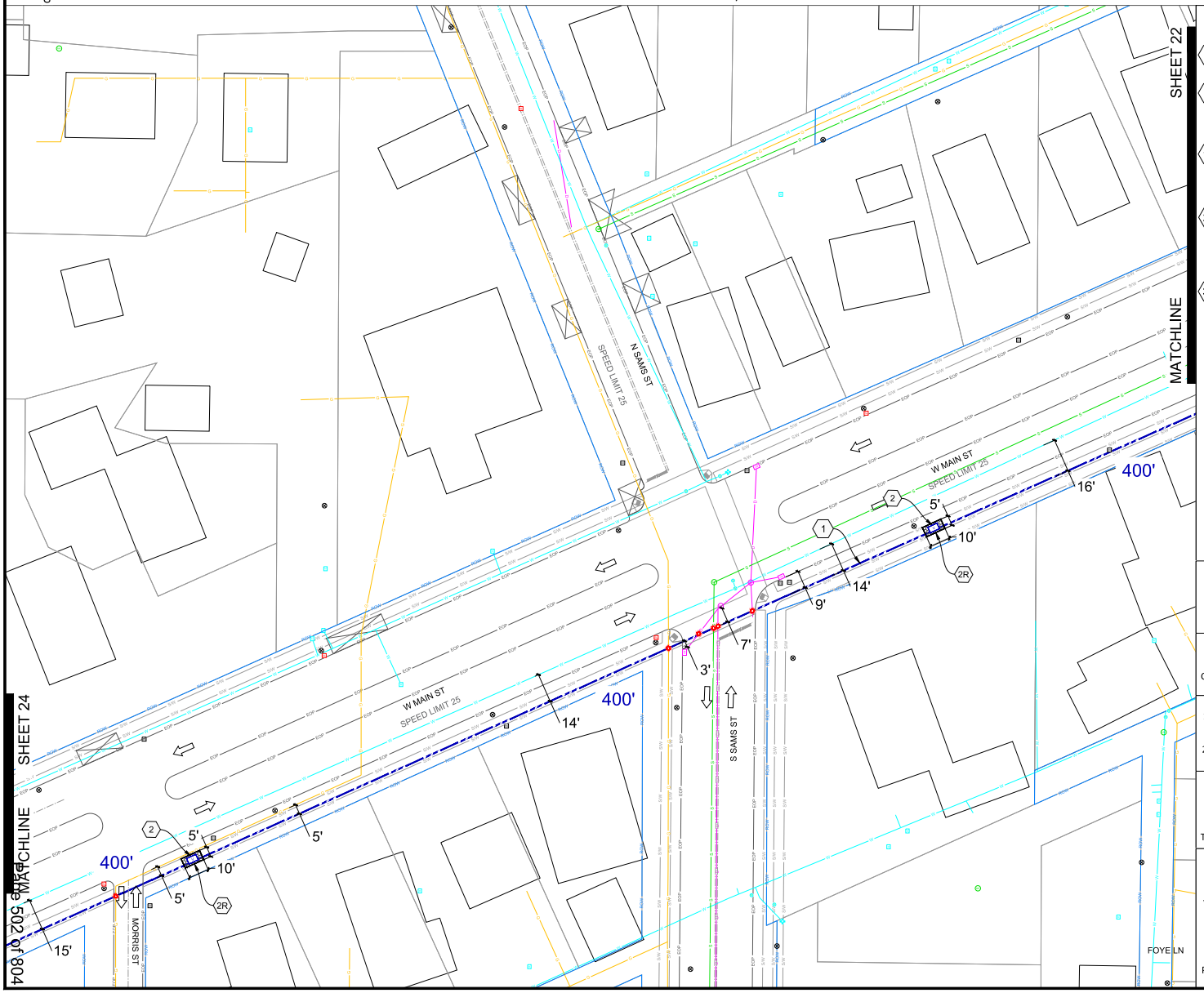

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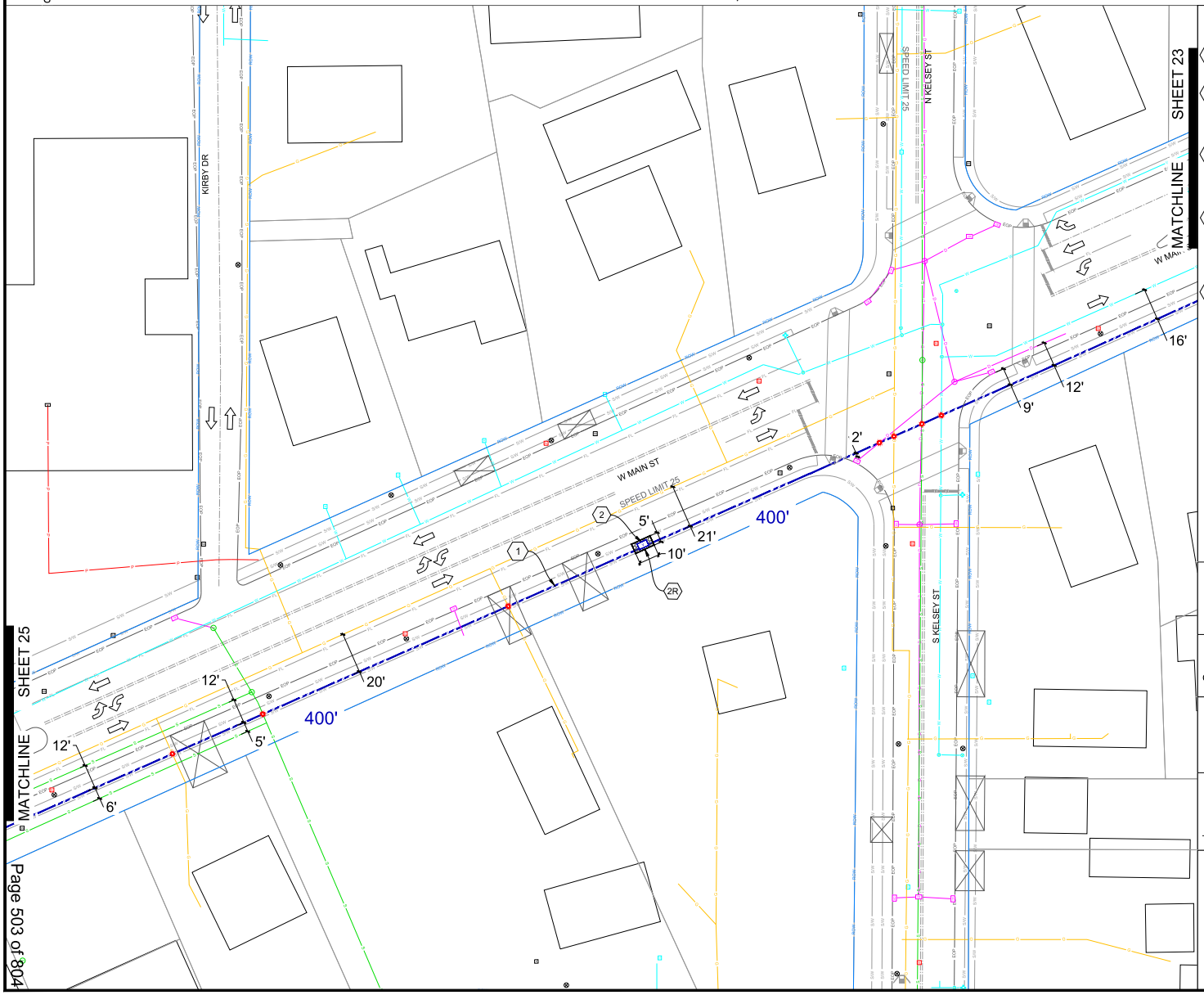

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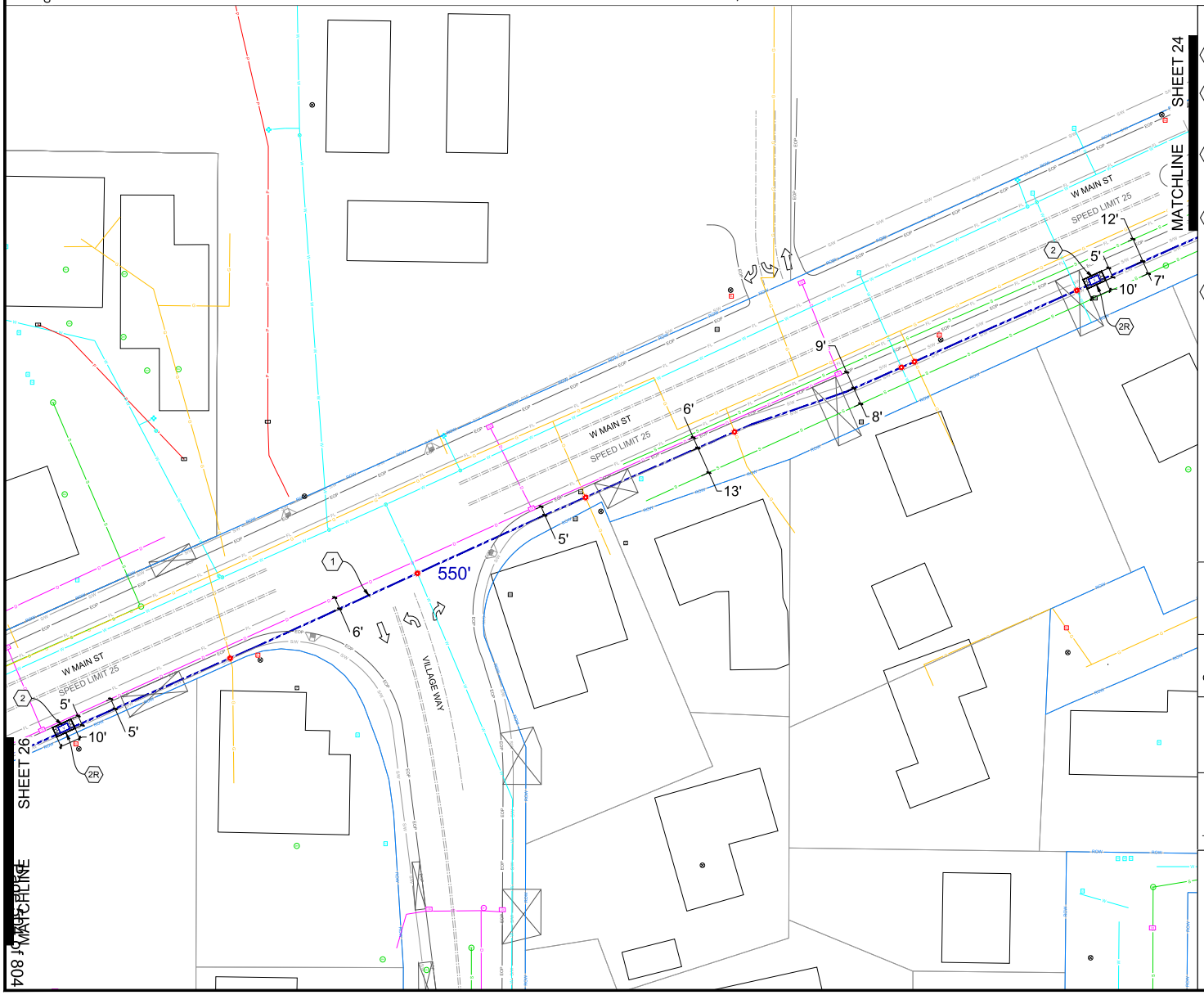

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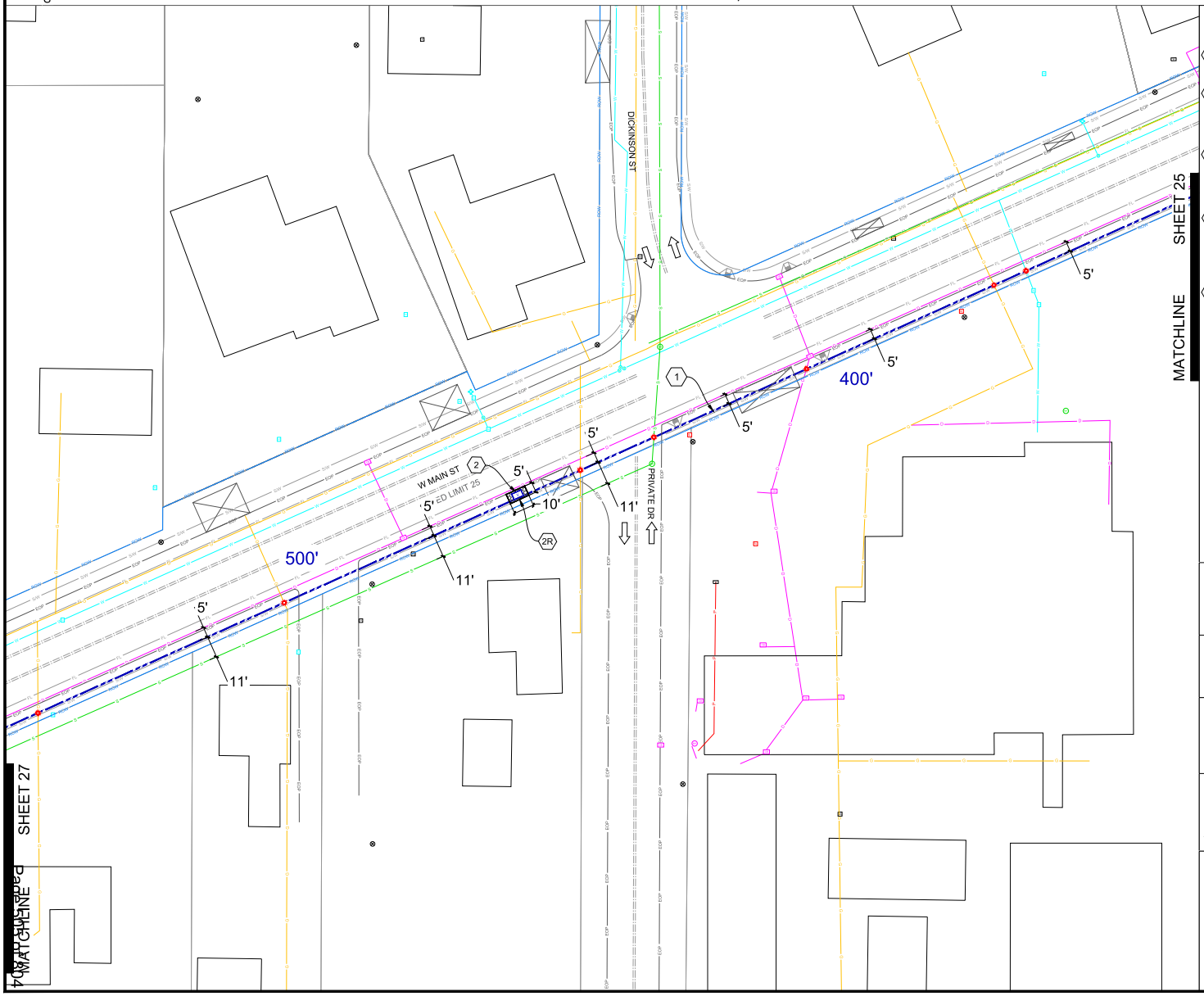

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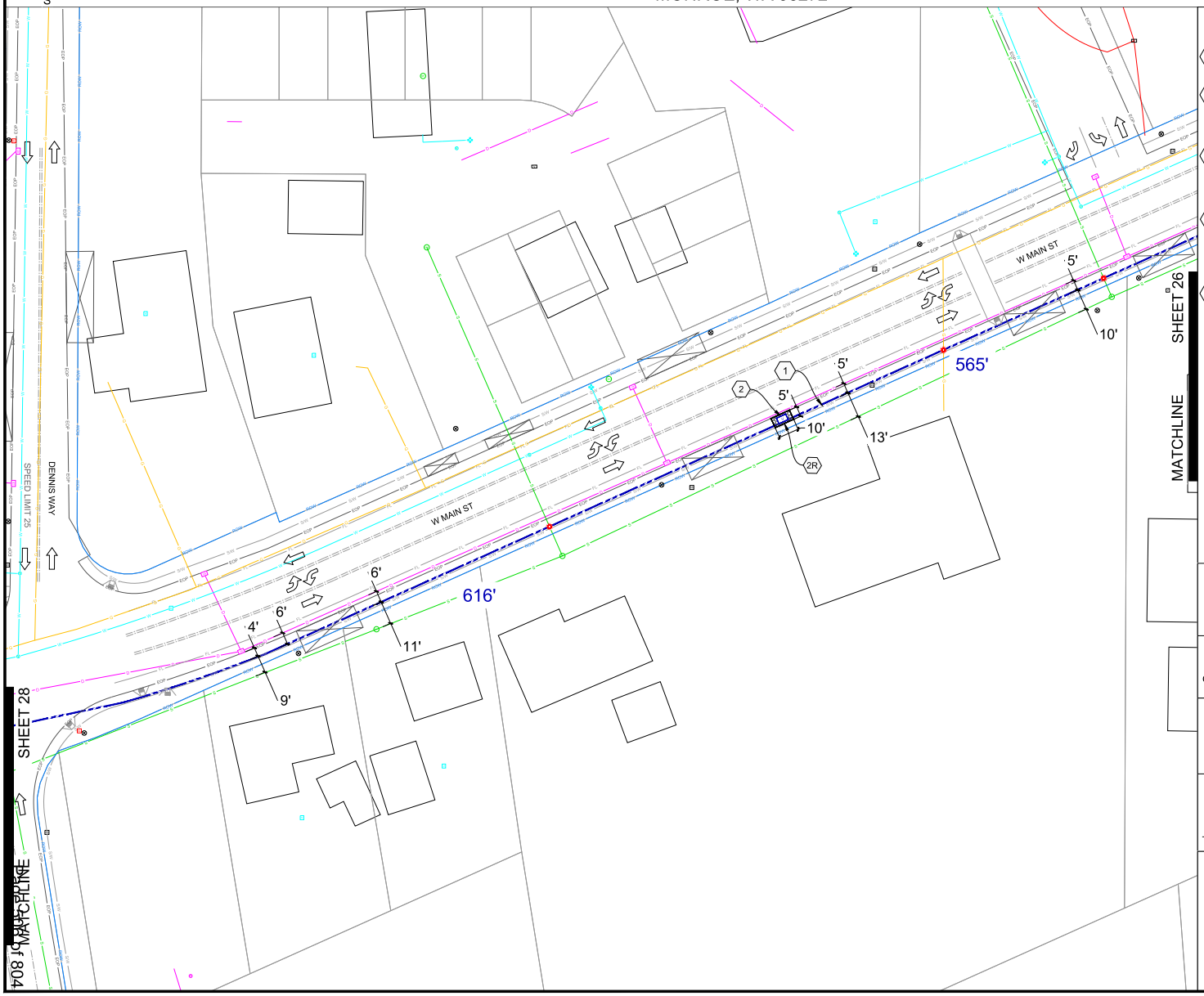

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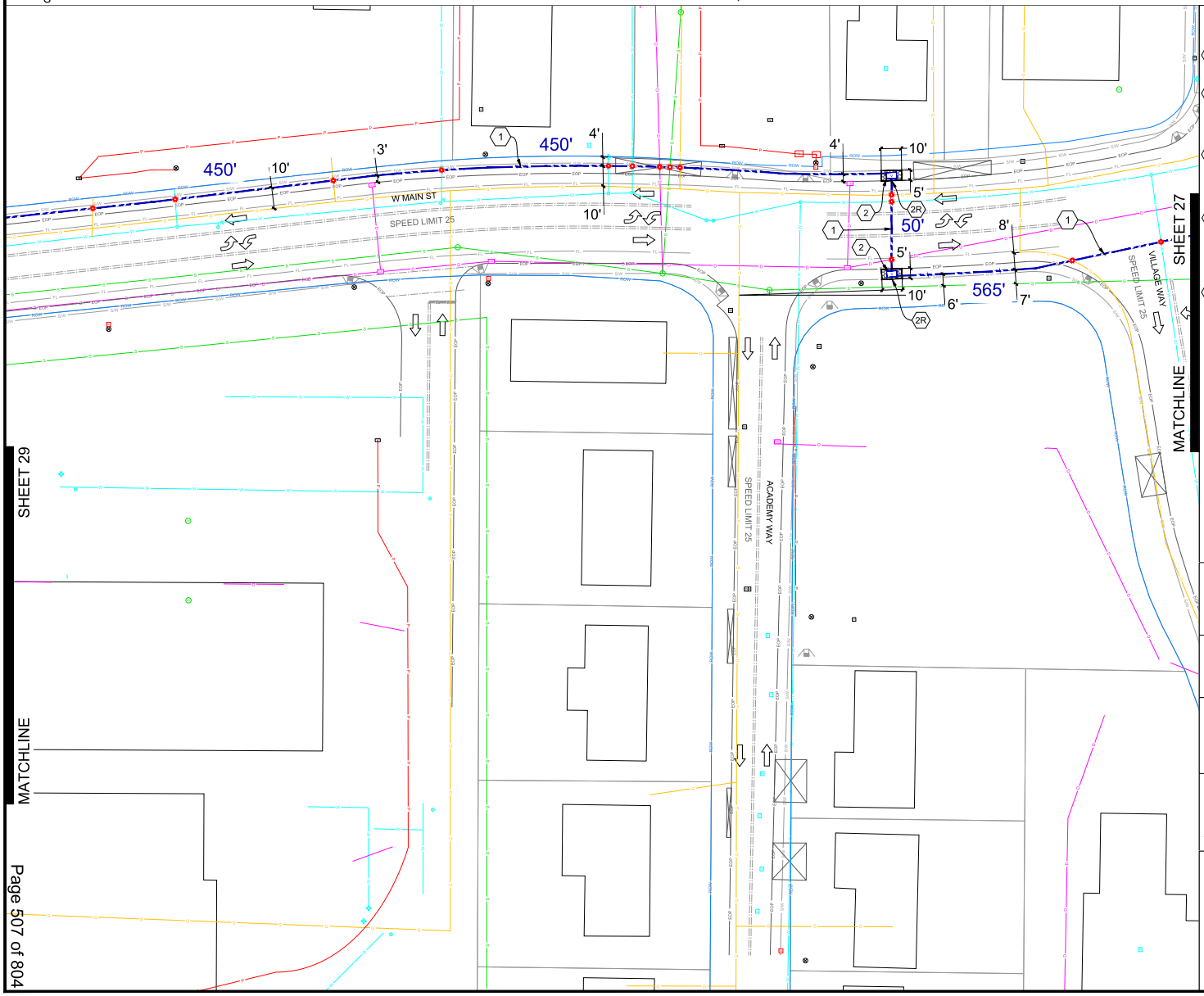

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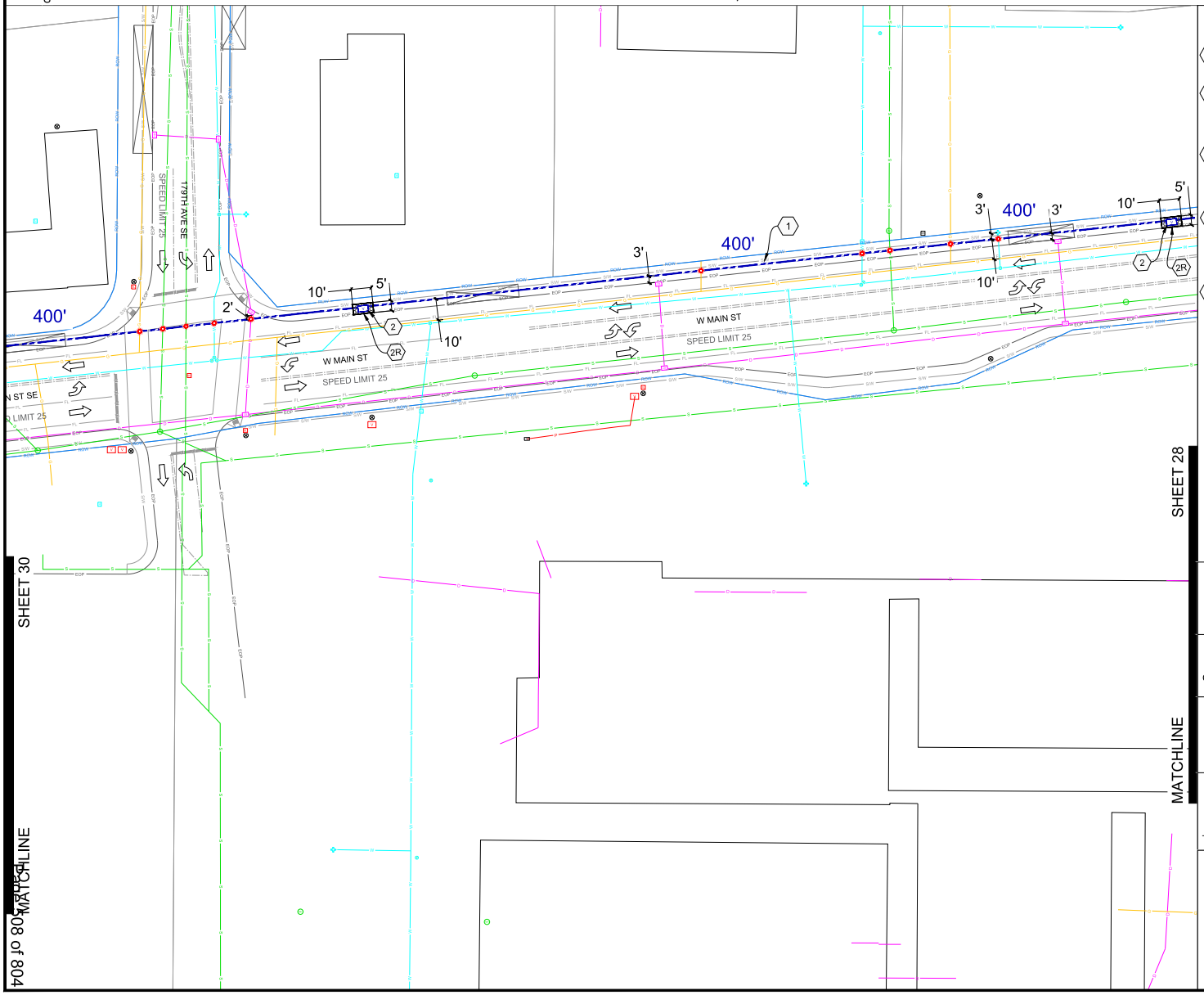

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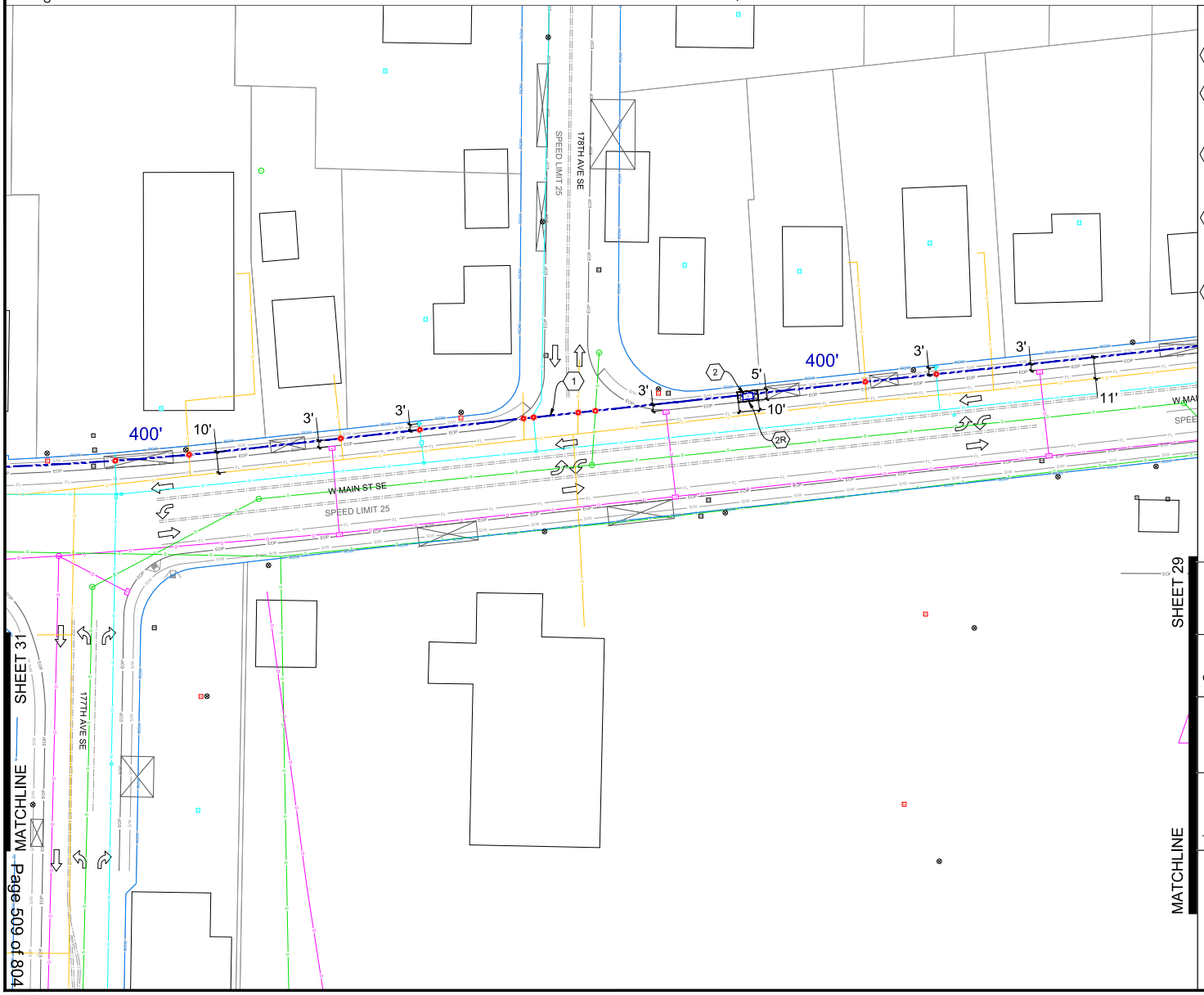

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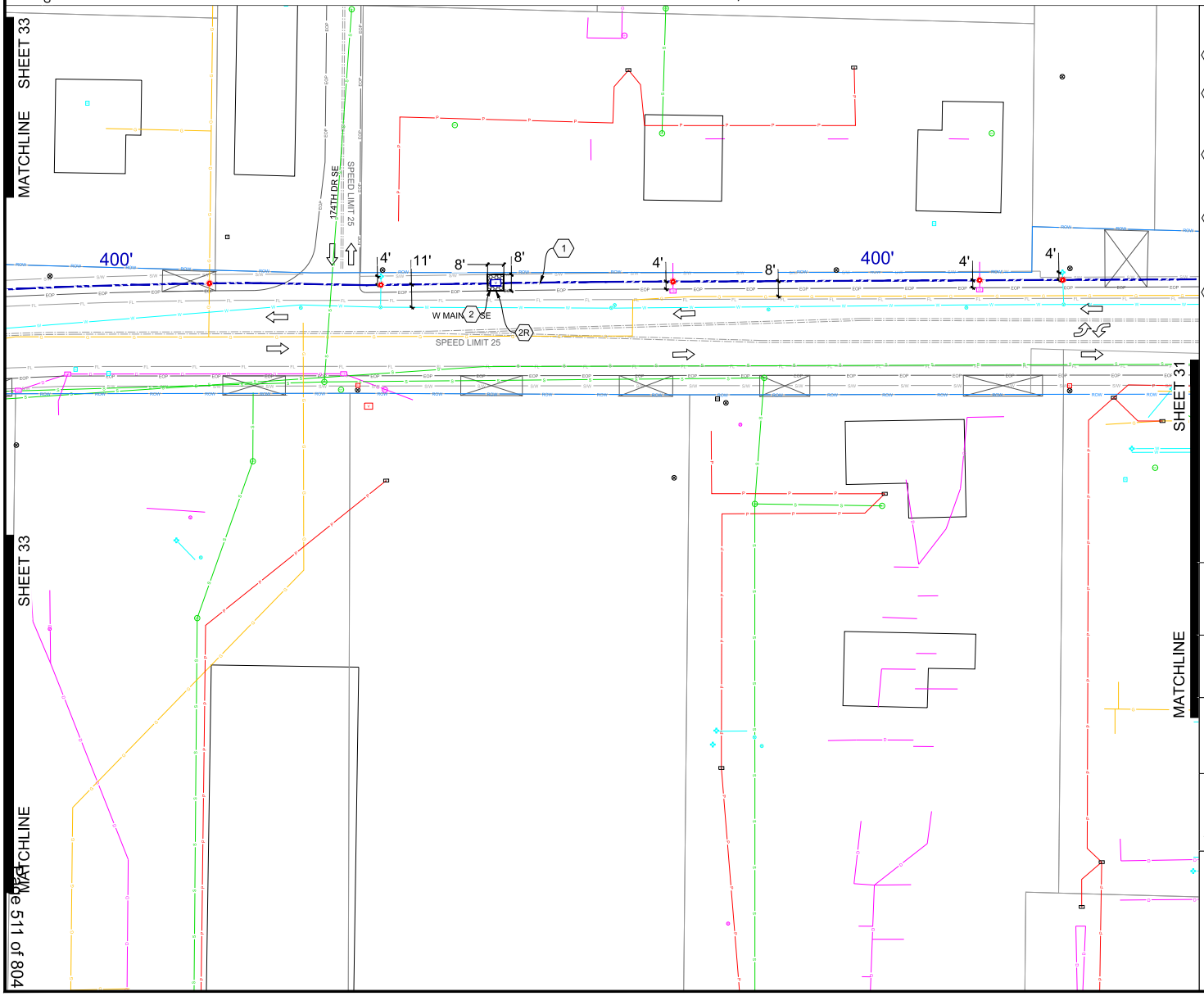

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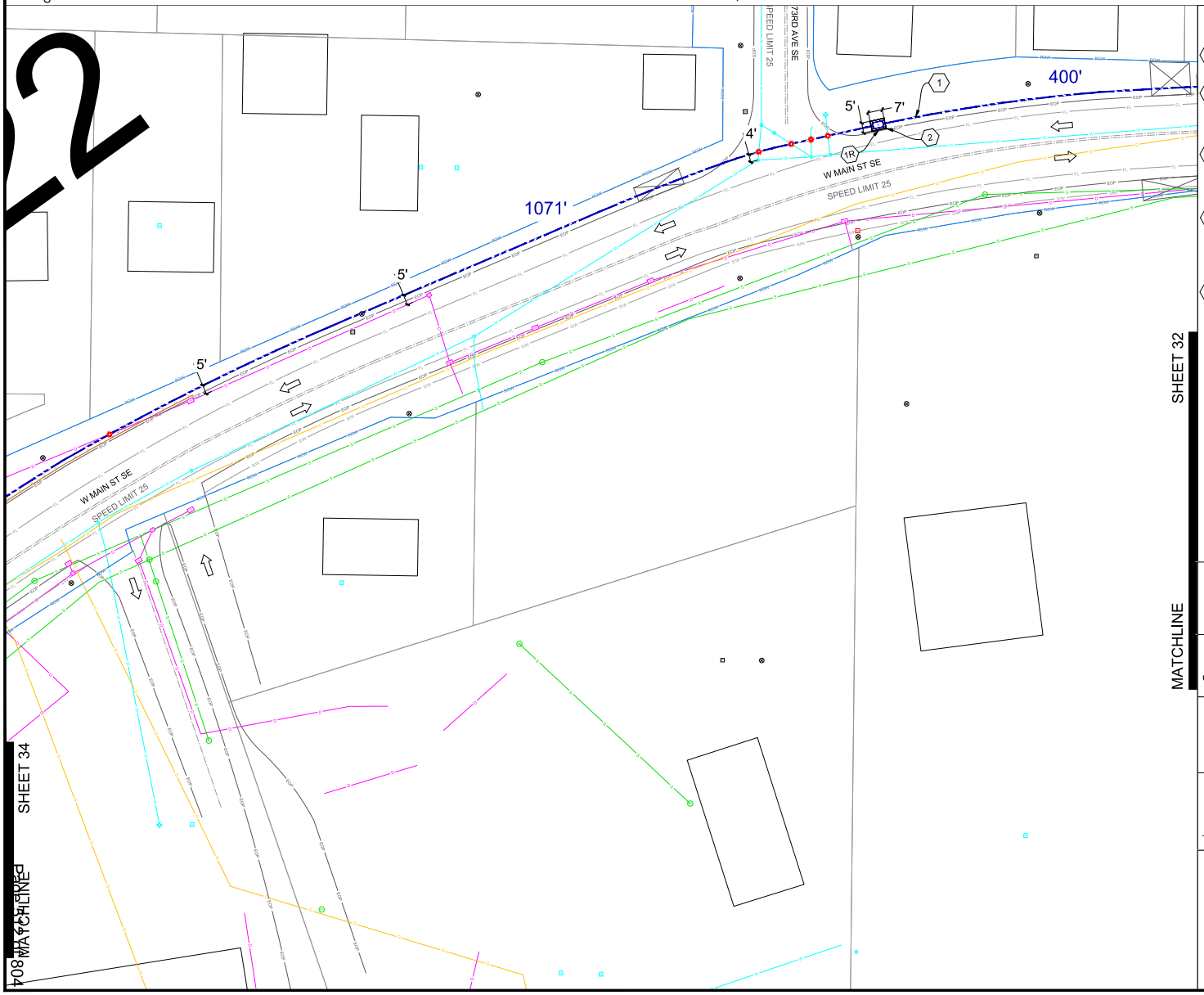

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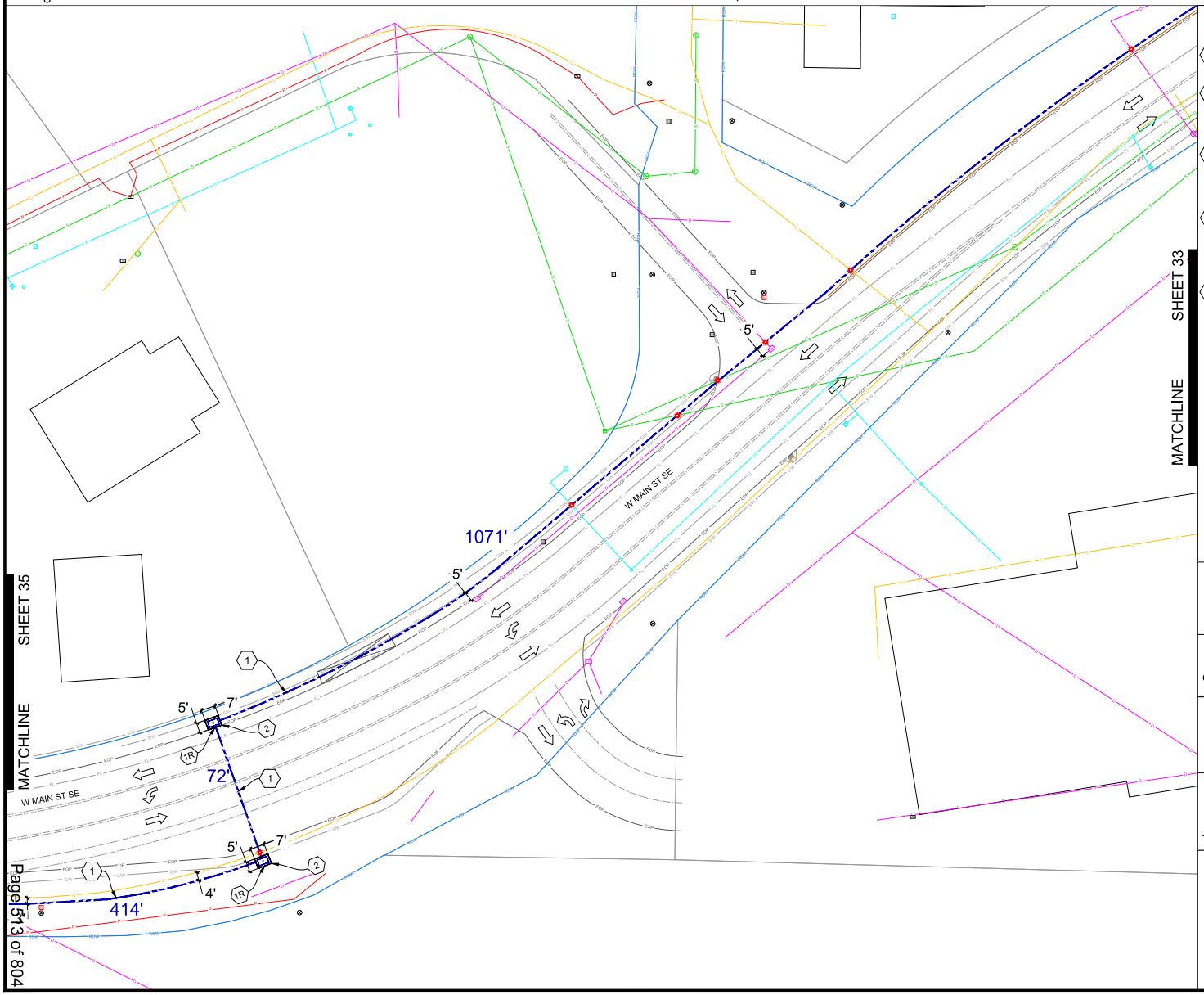

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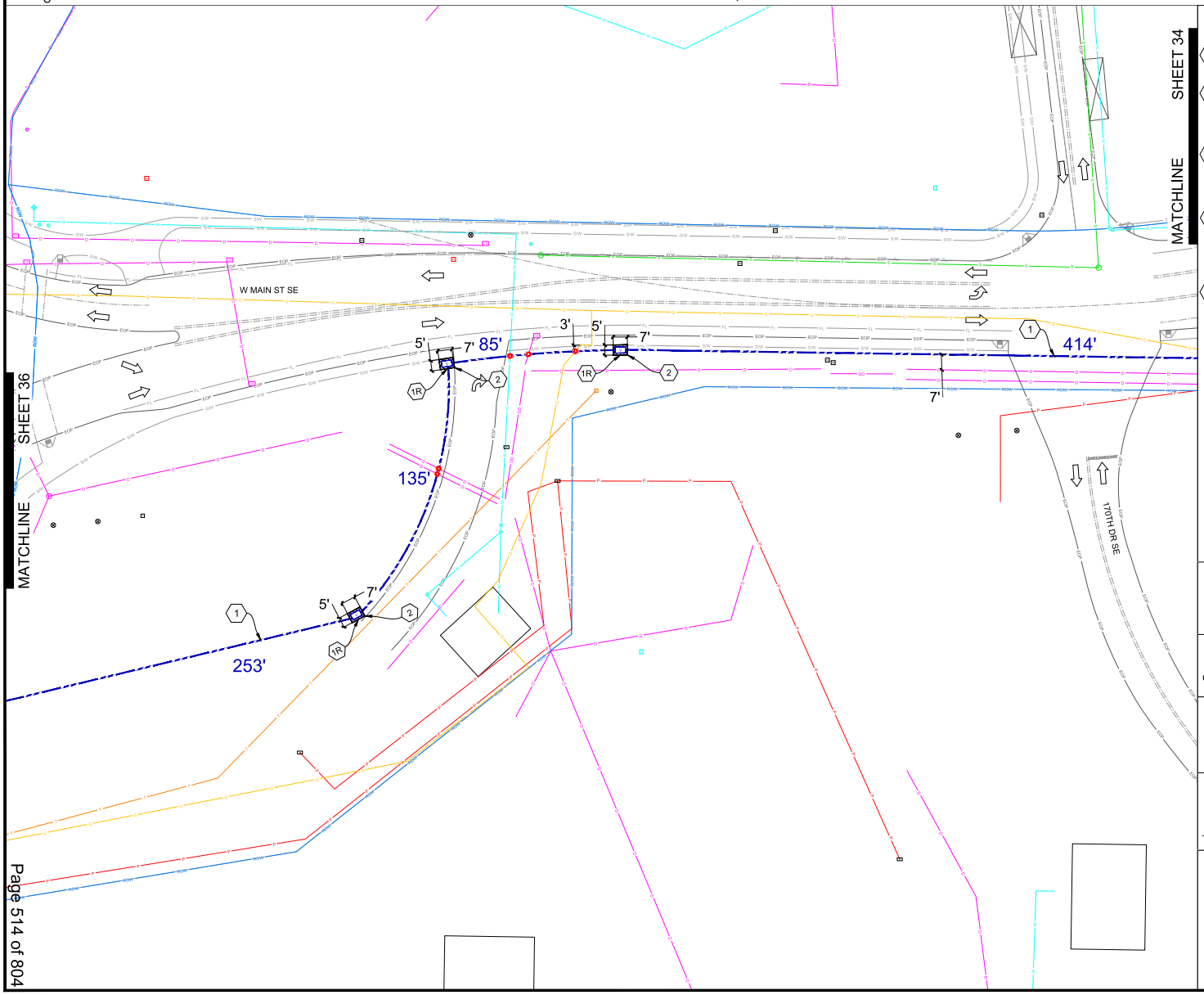

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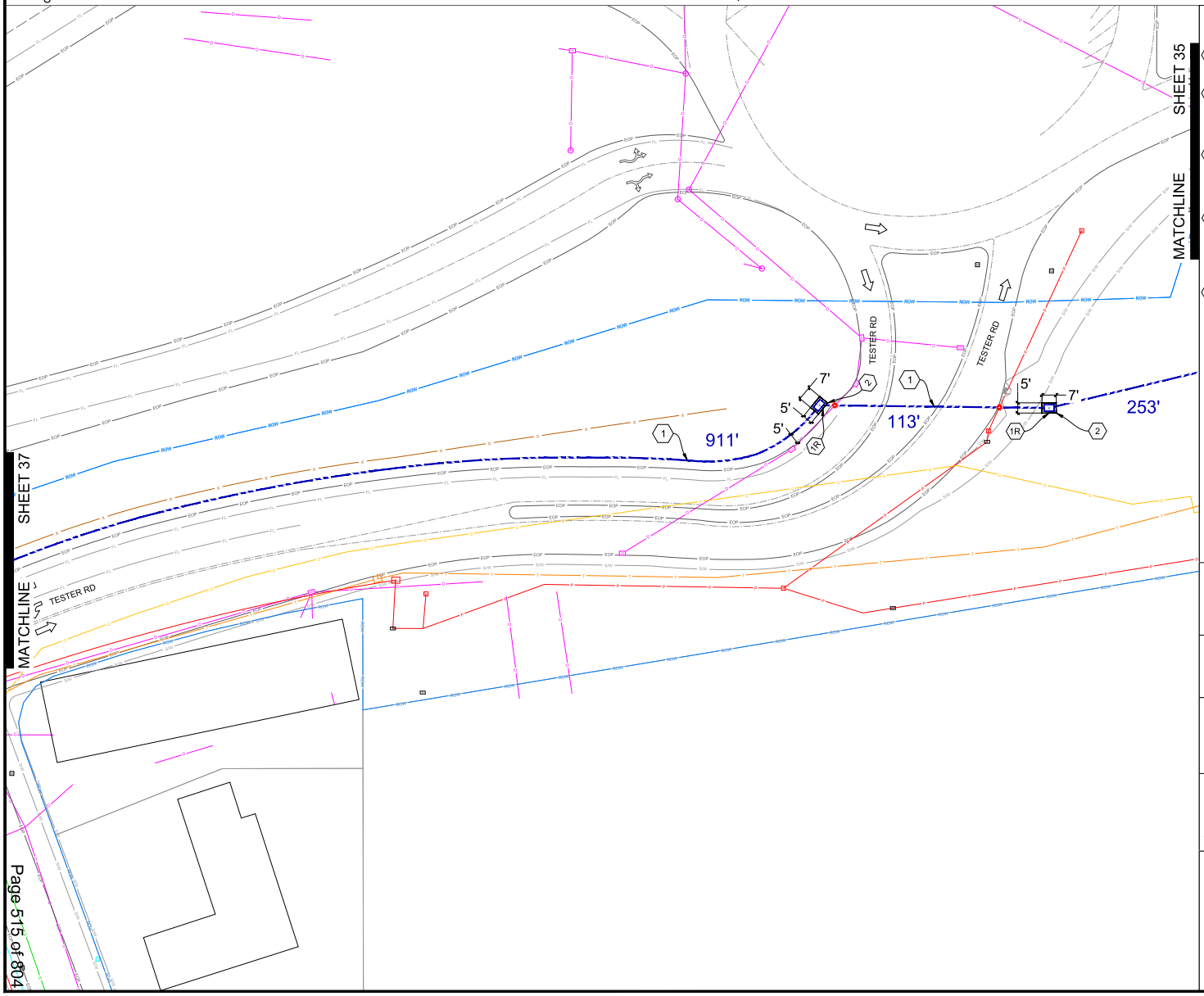

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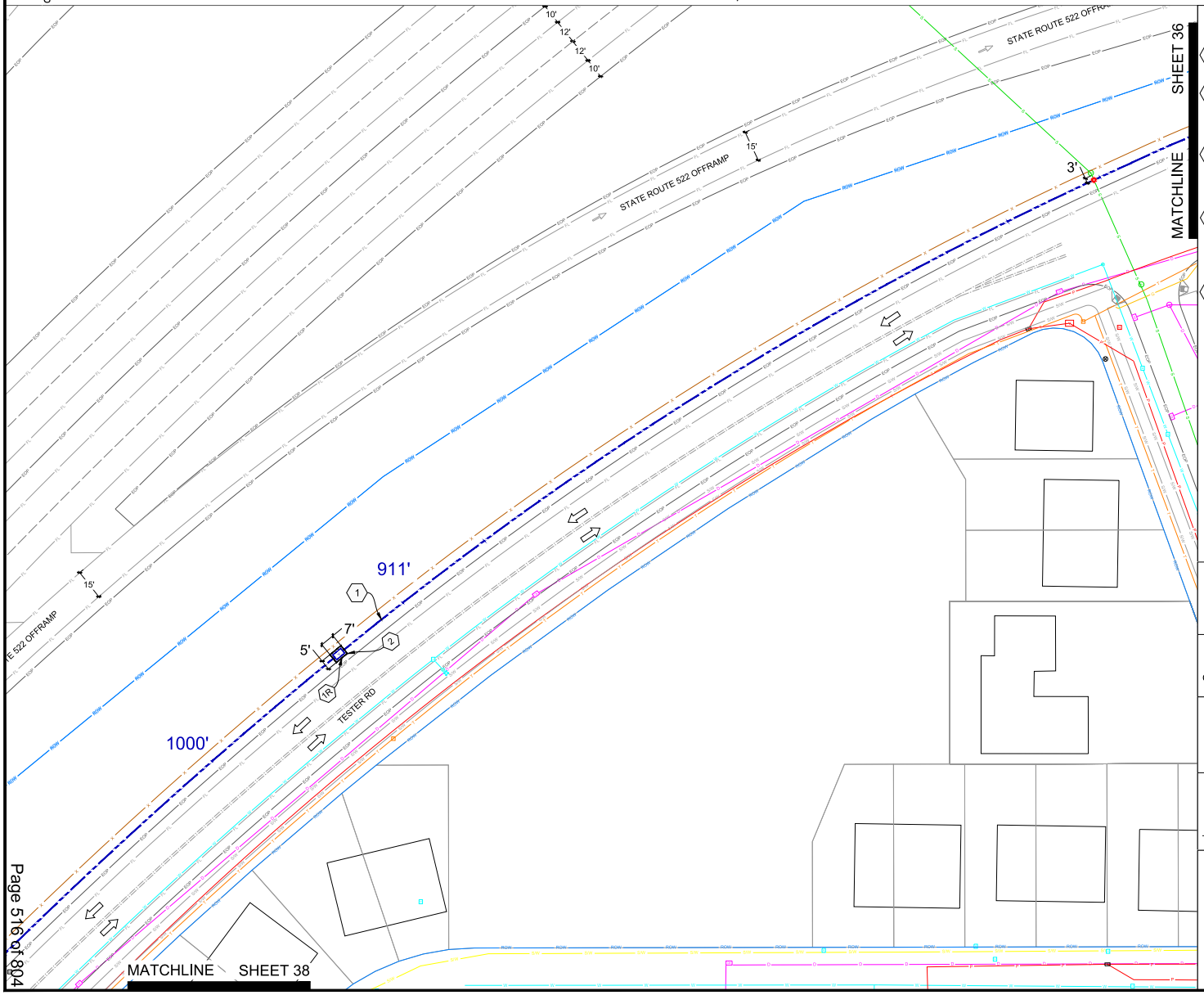

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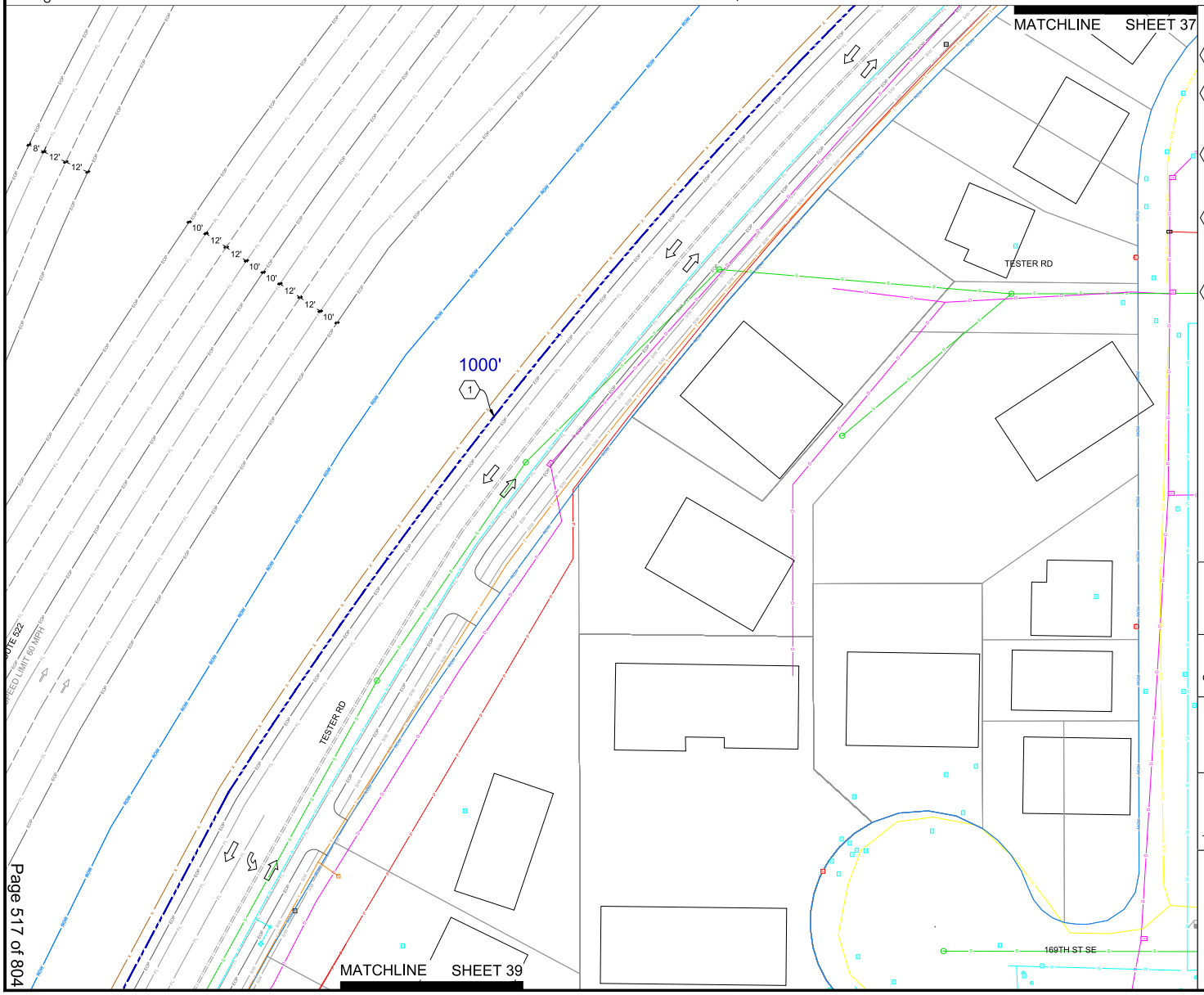

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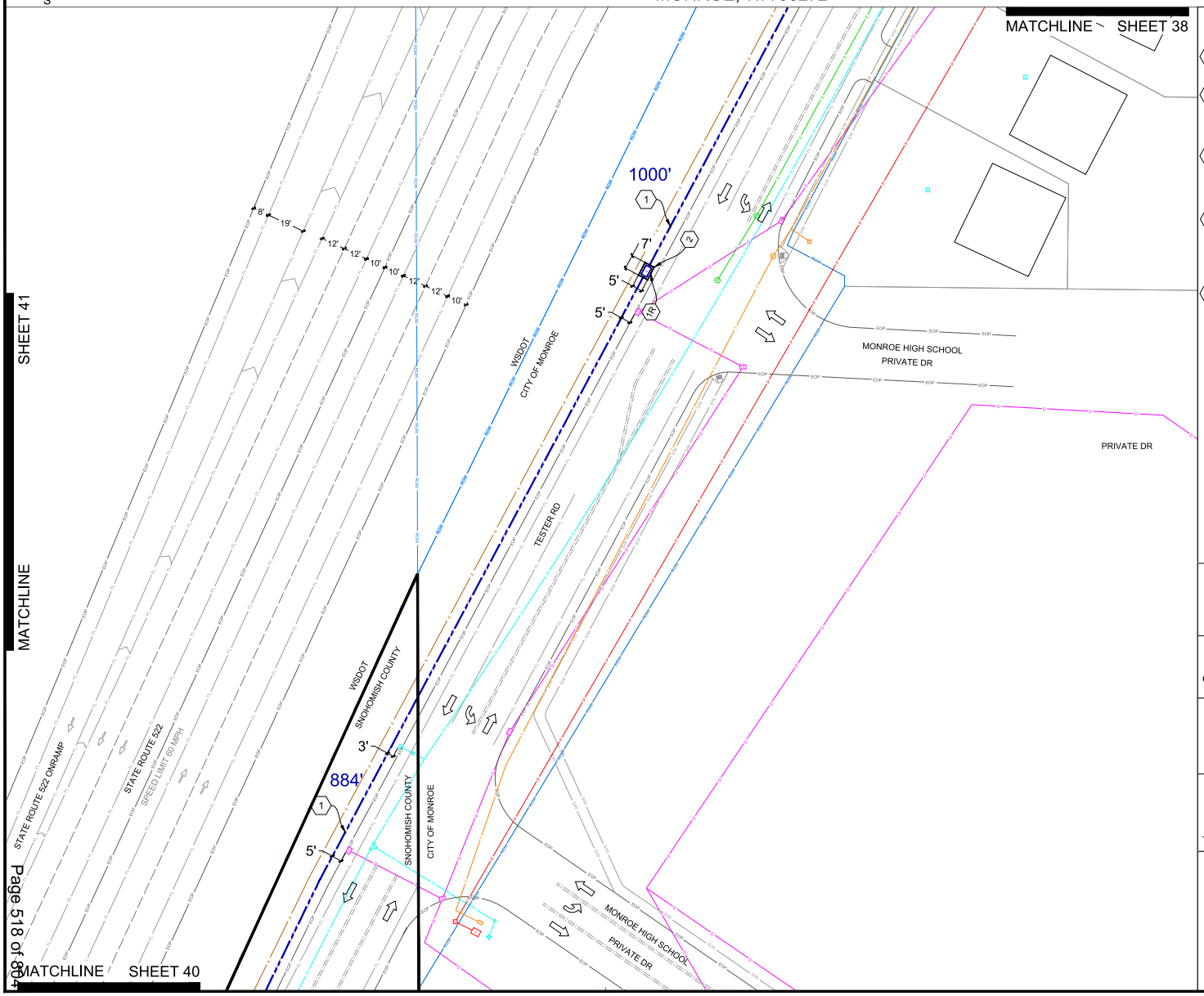

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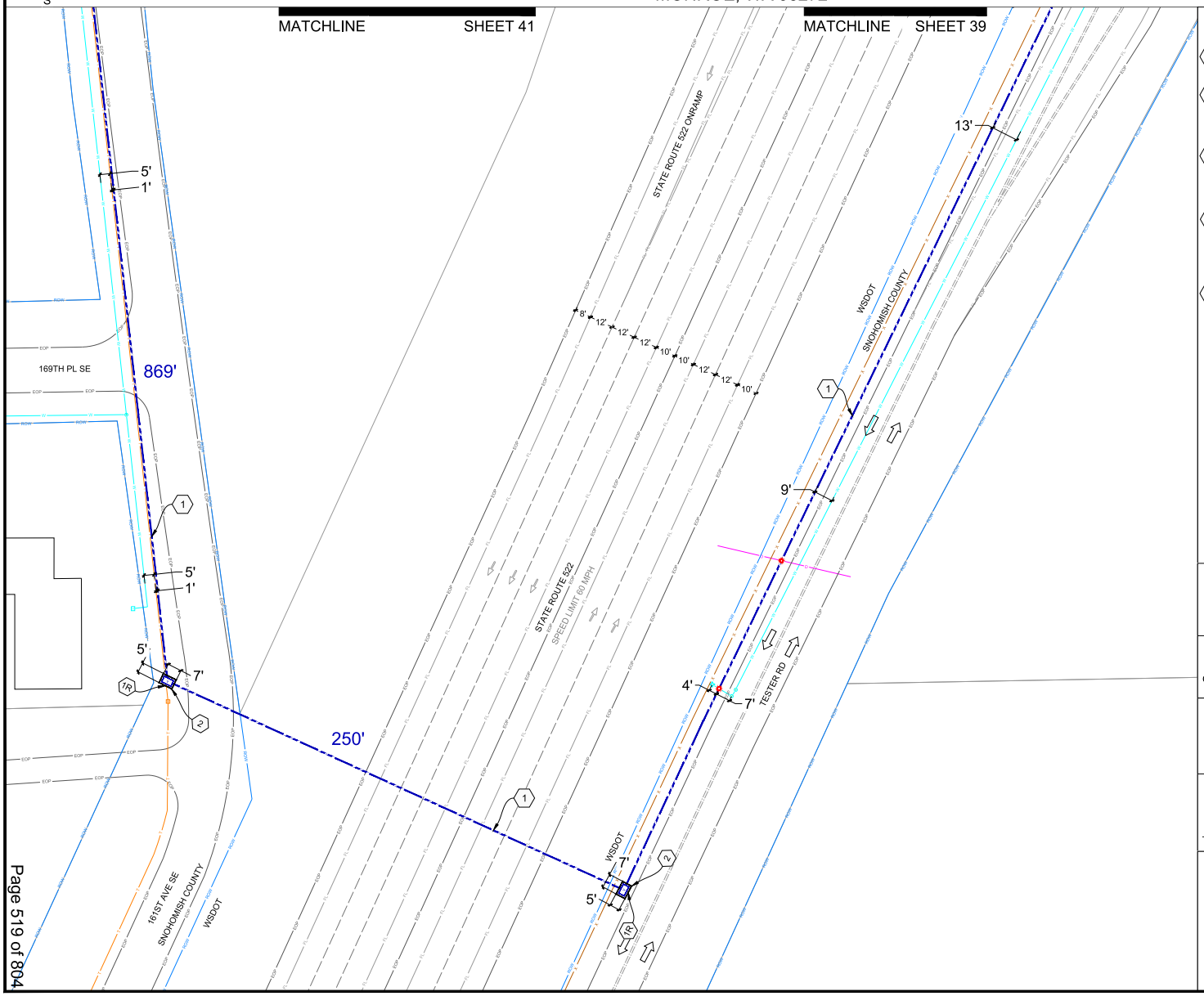

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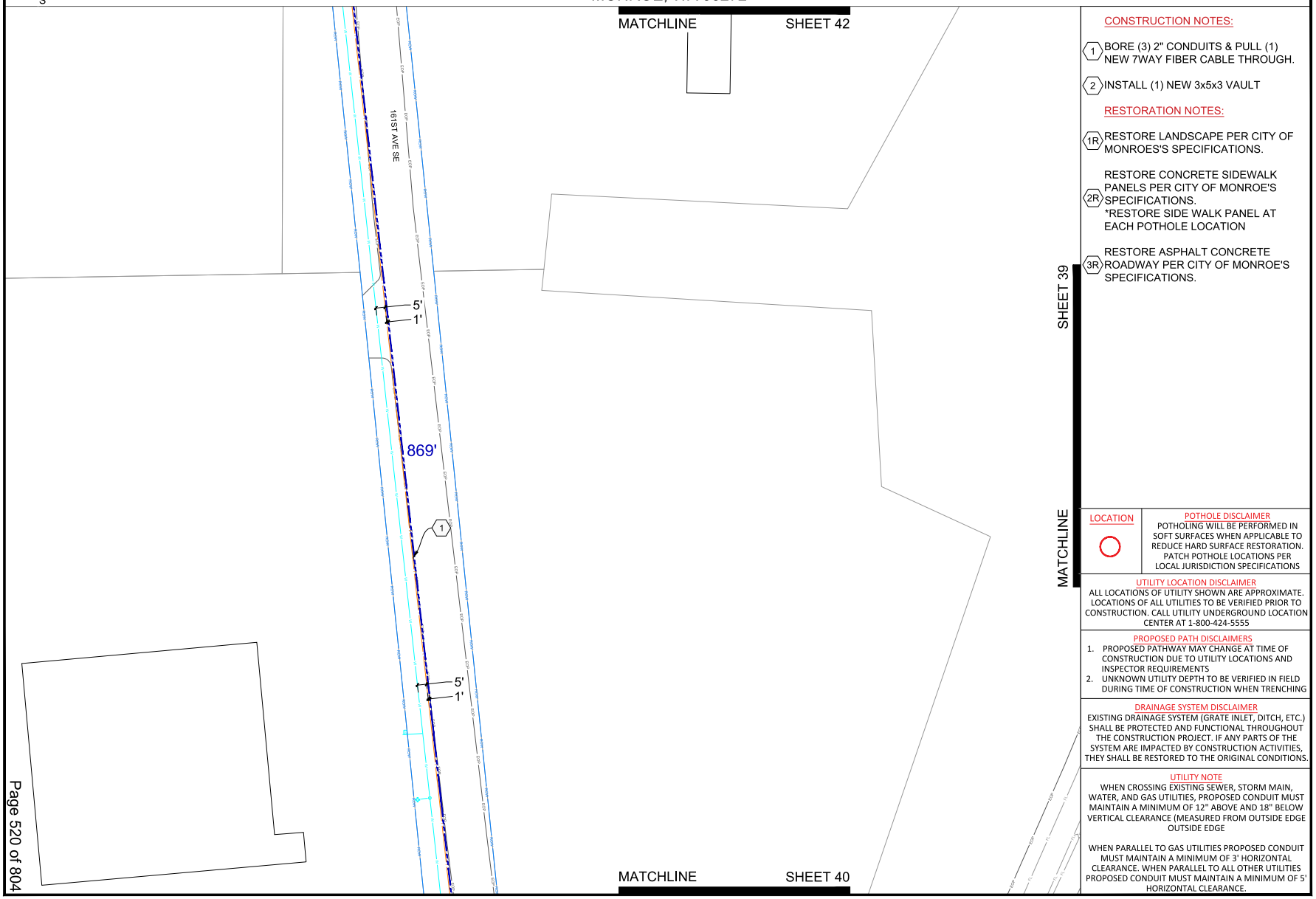

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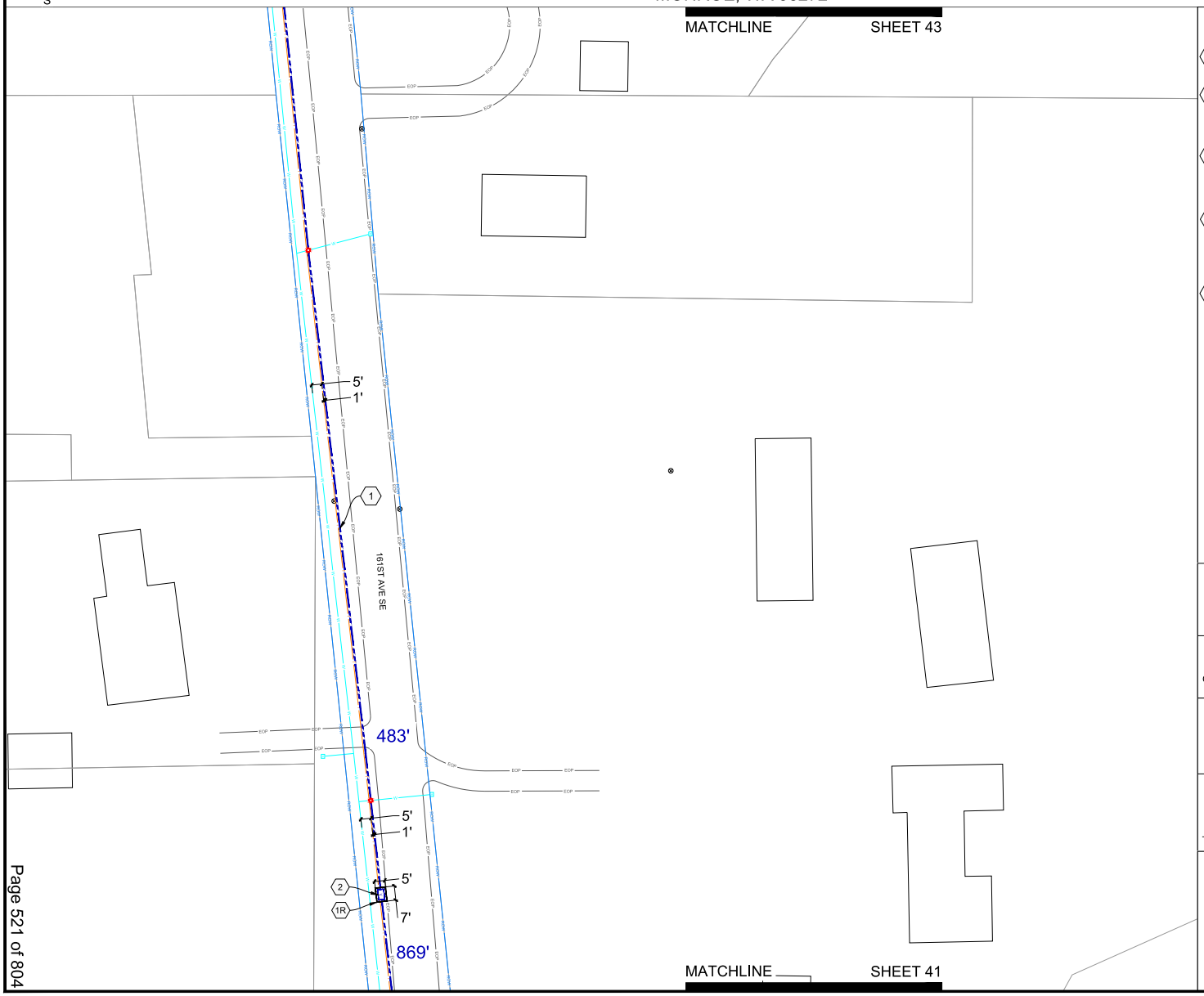

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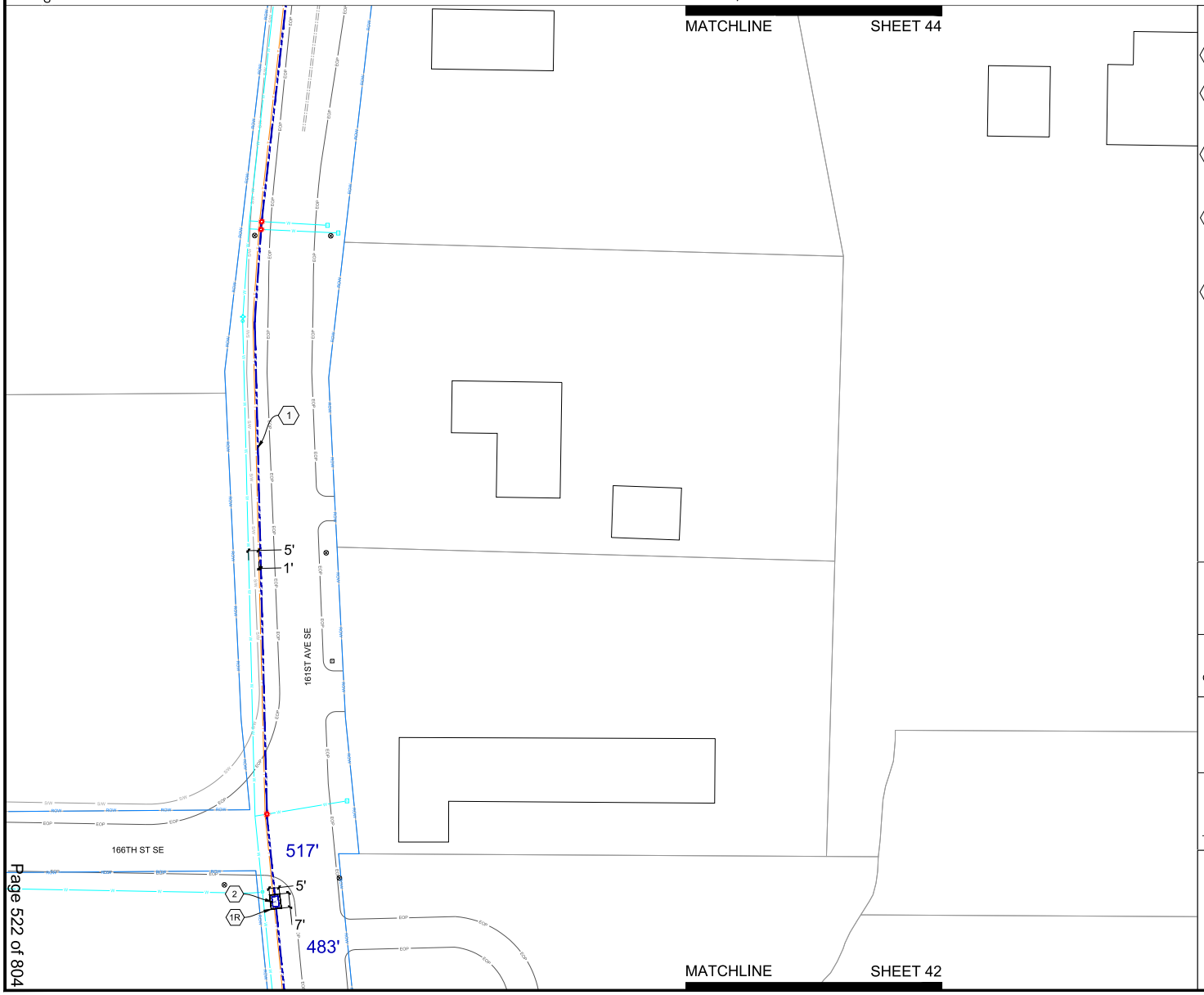

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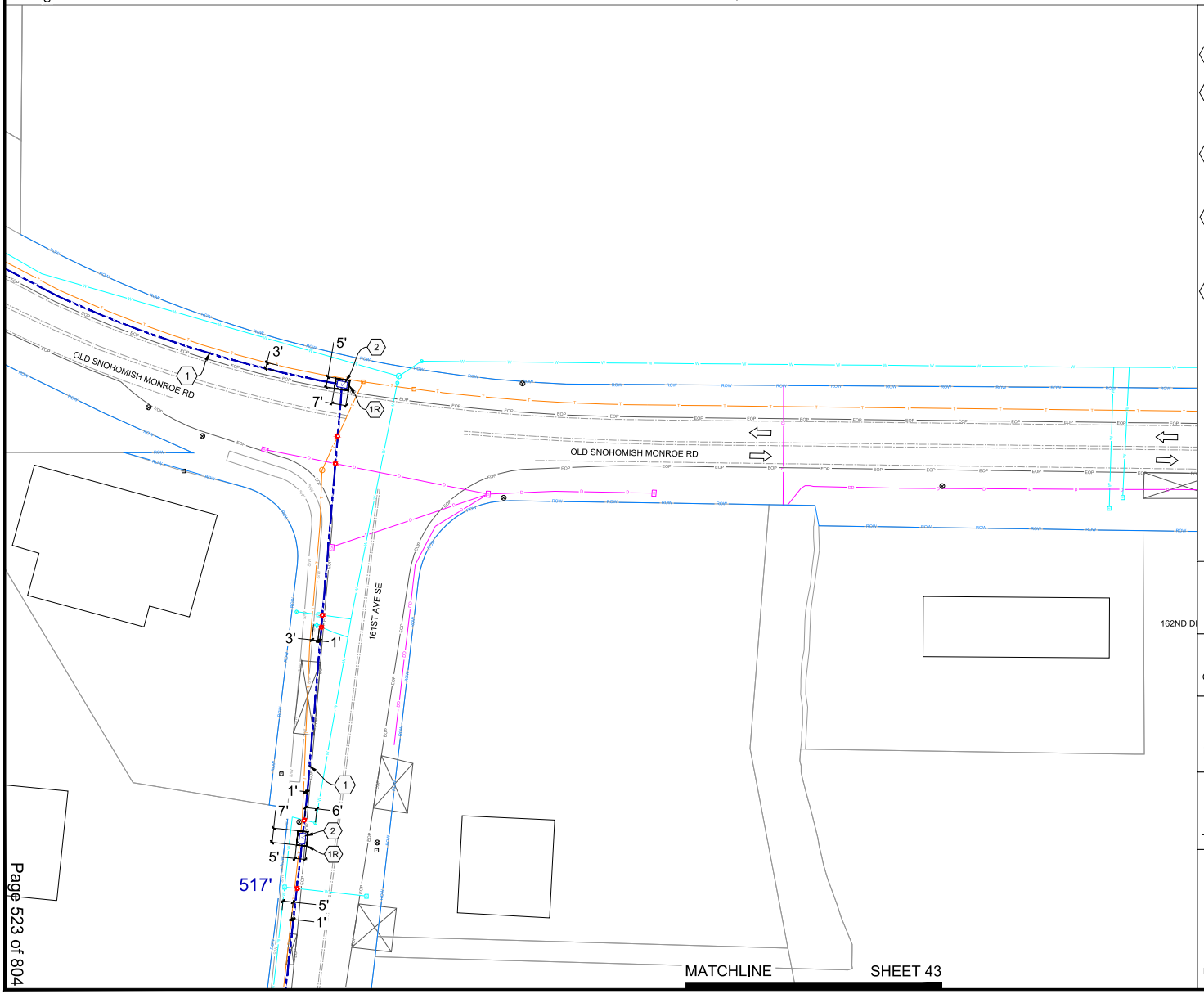

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2. UNKNOWN UTILITY DEPTH TO BE VERIFIED IN FIELD DURING TIME OF CONSTRUCTION WHEN TRENCHING

DRAINAGE SYSTEM DISCLAIMER
EXISTING DRAINAGE SYSTEM (GRATE INLET, DITCH, ETC.) SHALL BE PROTECTED AND FUNCTIONAL THROUGHOUT THE CONSTRUCTION PROJECT. IF ANY PARTS OF THE SYSTEM ARE IMPACTED BY CONSTRUCTION ACTIVITIES, THEY SHALL BE RESTORED TO THE ORIGINAL CONDITIONS.

UTILITY NOTE
WHEN CROSSING EXISTING SEWER, STORM MAIN, WATER, AND GAS UTILITIES, PROPOSED CONDUIT MUST MAINTAIN A MINIMUM OF 12" ABOVE AND 18" BELOW VERTICAL CLEARANCE (MEASURED FROM OUTSIDE EDGE OUTSIDE EDGE

WHEN PARALLEL TO GAS UTILITIES PROPOSED CONDUIT MUST MAINTAIN A MINIMUM OF 3' HORIZONTAL CLEARANCE. WHEN PARALLEL TO ALL OTHER UTILITIES PROPOSED CONDUIT MUST MAINTAIN A MINIMUM OF 5' HORIZONTAL CLEARANCE.

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SAFETY | QUALITY | INTEGRITY | TEAMWORK

Client:
IIG
Intermountain Infrastructure Group

Project No.
25-157

Permit No.

Revisions:

	PM	DRAFTER	DATE
Original	TC	ALC	6/23/2025
1			
2			
3			
4			
5			
6			

Sheet Title:
CONSTRUCTION PLAN

Sheet Scale:
0 25 50

Designed by:	Drawn by:	Checked by:
JL	ALC	ALC

Sheet No.
044 of 44

Docusign Envelope ID: D1182033-0D0C-4BE0-9FEE-64C18BF558F1

From: nwdatabase@occinc.com <nwdatabase@occinc.com>
Sent: Thursday, September 26, 2024 3:18 PM
To: James Wallace <james.wallace@intermountainig.com>
Cc: nwdatabase@occinc.com
Subject: Re: County list/membership question- IIG01

This sender is trusted.

Hey James,

We do not have a form to send you for this.

This email is confirmation that INTERMOUNTAIN INFRASTRUCTURE, District Code IIG01, is registered in the 811 System for WA with online coverage in GRANT county.

Please let us know if you need anything else.

Thanks,

Cris Jesse

Database Administrator

One Call Concepts, Inc • Utility Notification Center

Office: (877) 668-4001

Fax: (877) 695-2466

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Intermountain Infrastructure Group

Unaudited Balance Sheet (In USD)

As of Date: 12/31/2024

Location: Intermountain Infrastructure Group, LLC

	Year To Date 12/31/2024
Assets	
Current Assets	
Cash and Cash Equivalents	9,537,160.83
Accounts Receivable, Net	3,911,708.67
Prepaid Expenses	267,135.21
Intercompany Receivable	2,100,641.89
Work in Progress	283,711,321.15
Other Current Assets	37,356.07
Total Current Assets	299,565,323.82
Fixed Assets, Net	
Fixed Assets	21,998,493.52
Accumulated Depreciation	3,475,437.46
Total Fixed Assets, Net	18,523,056.06
Intangible Assets, Net	
Intangible Assets	2,618,636.11
Amortization	28,296.97
Total Intangible Assets, Net	2,590,339.14
Other Assets	
Other Assets	9,374,699.13
Total Other Assets	9,374,699.13
Total Assets	**$ 330,053,418.15**
Liabilities and Equity	
Current Liabilities	
Accounts Payable	14,694,218.37
Accrued Liabilities	13,666,655.86
Accrued Taxes	150,717.16
Deferred Revenue - Current	597,921.17
Customer Deposits - Current	70,090,633.05
Sales & Use Tax Payable	193,976.87
Loan Payable	110,753,527.54
Other Current Liabilities	2,234,753.88
Total Current Liabilities	212,382,403.90
Other Liabilities	
Deferred Revenue	4,117,428.17
Customer Deposits - Long Term	25,668,277.80
Other Liabilities	7,083,240.77
Total Other Liabilities	36,868,946.74
Stockholders Equity	
Partners Equity	116,793,955.11
Retained Earnings	(19,601,302.62)
Net Income (Loss)	(16,390,584.98)
Total Stockholders Equity	80,802,067.51
Total Liabilities and Equity	**$ 330,053,418.15**

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Docusign Envelope ID: D1182033-0D0C-4BE0-9FEE-64C18BF558F1

Intermountain Infrastructure Group

Intermountain Infrastructure Group, LLC
Unaudited Income Statement (In USD)

	Year To Date 12/31/2024
Revenue	
Revenue - Circuits	5,693,373.53
Revenue - Surcharges Billed	78,514.16
Revenue - Construction Contracts	6,416,600.10
Revenue - Equipment Sales	16,390.36
Revenue - Maintenance	361,100.24
Revenue - Consulting	1,817.20
Revenue - Rents	7,800.00
Total Revenue	12,575,595.59
Cost of Revenue	
Circuit Costs	4,391,745.49
Cost of Surcharges & Fees	278,785.56
Cost of Construction	8,988,227.60
Cost of Maintenance Revenue	282,608.97
Cost of Equipment	14,703.17
Network Ops-Depreciation	1,082,943.57
Network Ops-Payroll & Benefits	1,476,765.19
Network Ops-Insurance & Property Tax	374,509.80
Network Ops - Other	1,591,517.95
Total Cost of Revenue	18,481,807.30
Gross Profit	(5,906,211.71)
Operating Expenses	
General and Administrative Expenses	1,769,487.81
Marketing and Advertising Expenses	175,659.98
Depreciation and Amortization Expense	16,460.28
Payroll and Related Expenses	2,668,012.88
Rental Expenses	2,697.48
Taxes and Insurance	85,539.31
Total Operating Expenses	4,717,857.74
Other Income (Expense)	
Interest Income	36,707.94
Foreign Currency Exchange Gain / Loss	(1,852.58)
Other Income	6,251.18
Interest Expenses	(5,807,622.07)
Total Other Income (Expense)	(5,766,515.53)
Net Income (Loss)	**$ (16,390,584.98)**

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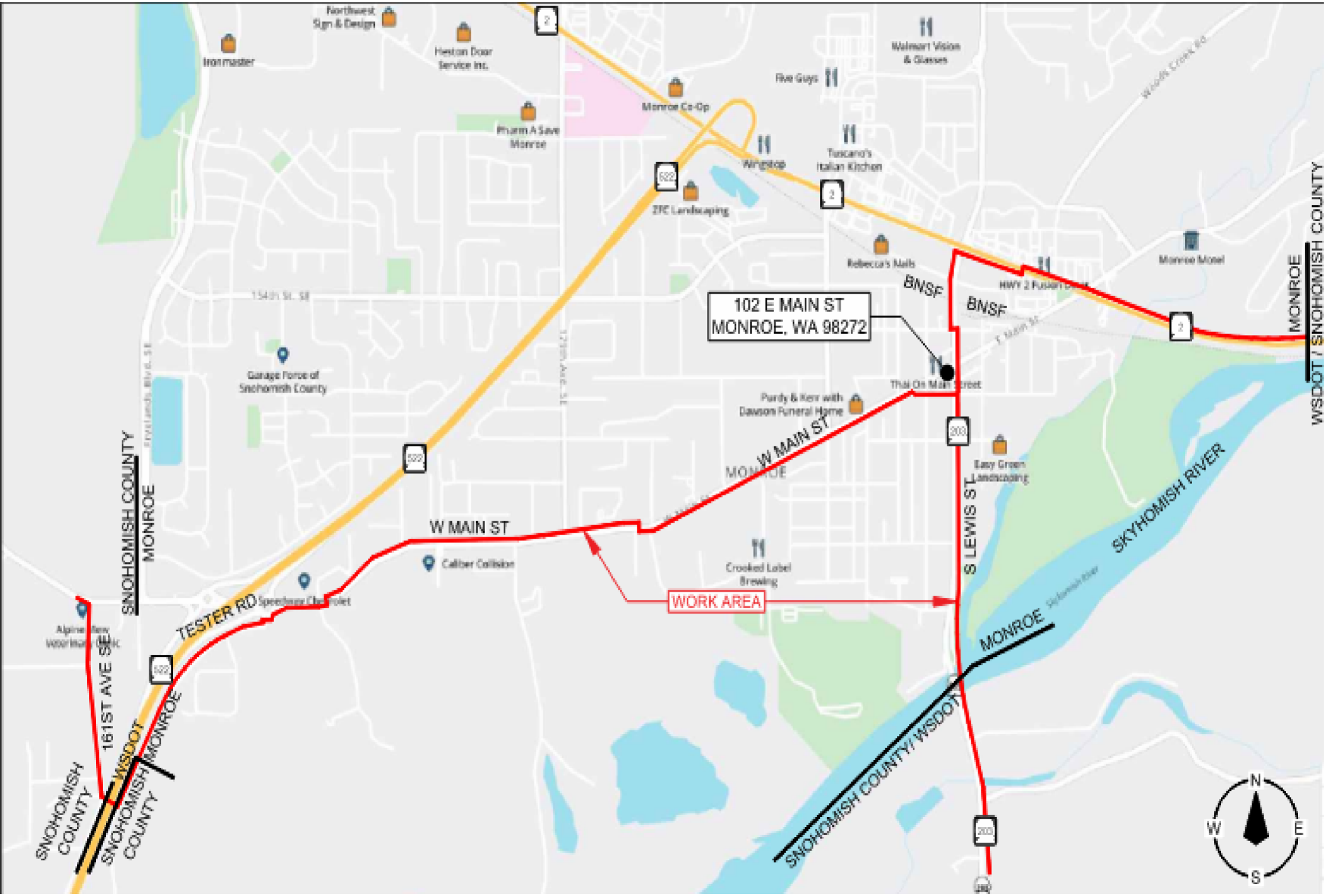
102 E MAIN ST
MONROE, WA 98272
WORK AREA
W MAIN ST
TESTER RD
S LEWIS ST
SKYHOMISH RIVER
SNOHOMISH COUNTY
MONROE
WSDOT
161ST AVE SE
BNSF
Northwest Sign & Design
Ironmaster
Heston Door Service Inc.
Monroe Co-Op
Pharm A Save Monroe
Five Guys
Walmart Vision & Glasses
Wingstop
Tuscano's Italian Kitchen
ZFC Landscaping
Rebecca's Nails
Monroe Motel
Garage Force of Snohomish County
Purdy & Kerr with Dawson Funeral Home
Thai On Main Street
Easy Green Landscaping
Caliber Collision
Crooked Label Brewing
Speedway Chevrolet
N
S
E
W

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Leigh Anne Barr, Associate Planner
Department: Community Development

SUBJECT: Ordinance 018/2025 amending MMC 5.02 Business Licenses

REQUESTED ACTION:

Move to accept as first reading Ordinance 018/2025 amending Monroe Municipal Code Chapter 5.02 Business Licenses; amending the minimum threshold exempting certain businesses from licensing requirements; providing for severability and establishing an effective date.

POLICY CONSIDERATIONS:

RCW 35.90

State law under RCW 35.90 required cities to create a development committee made up of representatives from a sampling of cities whom the business license changes would affect. The committee worked through the Association of Washington Cities (AWC) to draft the model ordinance that was required to be adopted in 2019. A similar work group of city representatives reviewed and updated the model ordinance in 2024. Cities, including Monroe, must adopt the required changes by January 1, 2026.

Monroe 2044 Comprehensive Plan

The proposed code amendments align with the goals, policies, and action items within the 2044 Comprehensive Plan.

Economic Development Goal 5.2.1 - Foster a “Monroe is open for business” environment. The proposed code amendments will create more efficient licensing procedures, and allow for more equitable access to business licenses by helping smaller business or business just starting to do work in Monroe the opportunity to begin with less startup cost.

DESCRIPTION/BACKGROUND:

In 2017, the Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with business licenses to create a model business license ordinance with a minimum threshold and a standardized definition of “engaging in business.” City Council approved Ordinance 030/2018 adopting the new model ordinance which is codified in Monroe Municipal Code Chapter 5.02 and was effective January 1, 2019.

The model threshold, included in the model ordinance, was recently reviewed and updated by a work group of cities in 2024. All business license cities must now adopt the increased threshold by January 1, 2026.

The main change in the update would make a one-time increase to a higher threshold to $4,000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration must adopt the changes by mid-October 2025, in order to provide BLS the required 75-day notice of changes. Due to system upgrades, BLS is requesting that BLS partner cities work to complete it as soon as is feasible, ideally before the October deadline.

Other Options:

- Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.
- Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.
- Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).
- Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Additional information included in the attached documents from Association of Washington Cities.

FISCAL IMPACTS:

There will likely be a reduction in revenues related to the increase in the minimum threshold. Based on a report pulled in April 2025, at the time there were 3 businesses listed with a gross income of $0 to $1,1999 which would not need to pay for a Monroe license and 111 business with a gross income of $2,000 to $3,999. The 111 businesses would no longer be required to maintain a Monroe license; therefore, there could be a revenue loss of up to $5,700 ($50/license x 114) annually. This number only includes those licenses that we are aware of as of April 2025. It is possible that more businesses will fall under the new minimum threshold and not be required to pay for a Monroe business license.

TIME CONSTRAINTS:

Cities are required to adopt the new threshold by January 1, 2026 and because Monroe's business licenses are processed through Business License Service of Department of Revenue, we are required to notify them by October 1, 2025 for the updates to take effect in the BLS system by the January 1 deadline.

ALTERNATIVES TO REQUESTED ACTION:

Waive Council rules of procedure and adopt ordinance at first reading.

Do not accept first reading and direct staff to areas of concern.

ATTACHMENTS:

ORD 018 2025_Amending MMC 5.02 Business Licenses
AWC Information Sheet re 2026 Business License Model Threshold Update
Summary of Business License Model Threshold Proposal

CITY OF MONROE
ORDINANCE NO. 018/2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, AMENDING CHAPTER 5.02 MMC BUSINESS LICENSES; INCREASING THE THRESHOLD FOR THE OUT-OF-CITY LICENSING EXEMPTION THEREUNDER; MAKING VARIOUS HOUSEKEEPING AND REFERENCE UPDATES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2017 Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with business licenses to create a model business license ordinance with a minimum threshold and a uniform definition of "engaging in business"; and

WHEREAS, in accordance with RCW 35.90.080, a development committee of cities has reviewed and updated the model threshold for the out-of-city business exemption, and affected cities, including Monroe, are required to adopt the new threshold by January 1, 2026; and

WHEREAS, in 2011, state lawmakers approved rebranding the Master License Service as the Business Licensing Service, now under the authority of the Department of Revenue; and

WHEREAS, in order to reflect this change, the City Council wishes to replace the now-obsolete Master License Service references throughout 5.02 MMC with updated references to the Business Licensing Service;

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

Section 1. Amendment of MMC 5.02.040. Subsection 5.02.040(A)(7) of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

A. The provisions of this chapter shall not apply to:

. . . .

7. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than two thousand dollars and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. Provided, beginning January 1, 2026, the threshold amount is four thousand dollars ($4,000). The threshold amount will thereafter be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U)

for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest $100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis. The exemption set forth in this subsection does not apply to regulatory license requirements or activities that require a specialized permit.

Section 2. Amendment of MMC 5.02.050. Section 5.02.050 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows

> Any new nonexempt business shall make application for a business license prior to commencing business in the city. Application for license shall be accomplished by filing a master application through the State Department of Licensing's ~~Master License Service~~ Business License Service. Persons applying for a license must pay a fee as established by the city council by periodic resolution and the ~~Master License Service's~~ Business License Service's handling fee.

Section 3. Amendment of MMC 5.02.070. Section 5.02.070 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

> When the place of business of a person required to obtain a business license under this chapter is changed, the person shall inform the ~~Master License Service~~ Business License Service of the change. A change of place of business may require the filing of a new master application with the ~~Master License Service~~ Business License Service. Upon approval by the city of the new place of business, a new license shall be issued for the person's new place of business

Section 4. Amendment of MMC 5.02.075. Section 5.02.075 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

> When a licensed business changes ownership, the license of the previous owner may not be transferred to the new owner. The new owner shall apply for a license for the business by filing a master application with the ~~Master License Service~~ Business License Service.

Section 5. Amendment of MMC 5.02.100. Section 5.02.100 of the Monroe Municipal Code is hereby amended to provide in its entirety as follows:

> All businesses shall renew their business license each year. Businesses must pay a renewal fee as established by the city council by periodic resolution and the ~~Master License Service's~~ Business License Service's handling fee.

Section 6. Filing. The City Clerk is hereby authorized and directed to submit a copy of this ordinance to the Business License Service of the Department of Revenue no later than October 1, 2025.

Section 7. 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 8. 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 _____, 2025.

First Reading:
Adoption:
Published:
Effective:

CITY OF MONROE, WASHINGTON:

_____
Geoffrey Thomas, Mayor

ATTEST:

_____
Jodi Wycoff, City Clerk

APPROVED AS TO FORM:

_____
J. Zachary Lell, City Attorney

2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?
The main change in the update would make a one-time increase to a higher threshold to $4000 for out-of-city businesses from the current $2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?
Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of "engaging in business" changed?
No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?
Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state's Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?
Cities can choose to enact a higher threshold. The $4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?
The $4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city's authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?
BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?
Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city's website or presenting to your local chamber.

Background on the 2018 model threshold
In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

2018 model ordinance for local business licenses – minimum threshold
The 2018 model included a mandatory definition of "engaging in business" and a $2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact
Sheila Gall
General Counsel
sheilag@awcnet.org
wacities.org

City Business License Model Ordinance

1. **Outline of Changes to Business License Model Ordinance**
   - Effective date to January 1, 2026.
   - One-time increase to a higher threshold to $4,000 for out-of-city businesses.
   - Combined with an automatic periodic increase four years later based on cumulative inflation. The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
   - The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
   - To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest $100.
   - Cities that partner with the state's Business License Service would need to update their ordinance in time to provide 75-days' notice to the Department of Revenue of the change. Cities that partner with File local would need to notify them of an expected system change by August.
   - Cities would retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold and the local option of imposing a higher threshold than the model minimum threshold.

2. **Changes to Model Threshold**
   The 2018 model is amended to include the threshold change effective January 1, 2026.

   Model business license threshold options: (cities would adopt one of the options effective January 1, 2026)

   1. **Threshold Exemption Option:**
      To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter: (1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than $2,000 [or higher threshold as determined by city] and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

      Beginning January 1, 2026, the threshold amount is $4000 [or higher threshold as determined by city]. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest $100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

   2. **Threshold with Fee-free License/Registration-only Option:**
      For purposes of the license by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than $2,000 [or higher threshold as determined by city] and who does not maintain a place of business within the city, shall submit a business license registration to the Director or designee. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

Beginning January 1, 2026, the threshold amount is $4000 [or higher threshold as determined by city]. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight month) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest $100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

[Note: City would list this fee-free license in its business license rates section as $0 or no fee.]

3. **Background Information**
   - Model threshold was required by 2017 legislation (RCW 35.90.080: Adoption of model ordinance) to address out-of-city licensing/delivery concerns.
   - 2018 final recommendation was $2000 for out-of-city businesses, with option to require no-fee registration only requirement below threshold.
   - Changes must be adopted by cities with same effective date (RCW 35.90.080(1)(c)).
   - Model cannot be updated more frequently than every 4 years.

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Kate Tourtellot, Planning Manager
Department: Community Development

SUBJECT: Proposed Amendments relating to Permit Processing and WA Senate Bill 5290, Local Permitting

PUBLIC HEARING(S):
Planning Commission – August 11, 2025
City Council – tentatively scheduled for September 23, 2025

REQUESTED ACTION:
N/A – introduction to proposed code amendments. Please review and ask questions.

POLICY CONSIDERATIONS:
Growth Management Act (GMA), Revised Code (RCW) of WA Chapter 36.70A
The GMA directs fully planning (GMA) jurisdictions to adopt internally consistent land use plans. Monroe's comprehensive plan is implemented through the adopted development regulations in Monroe Municipal Code Title 22, Uniform Development Regulations (UDR). These regulations include zoning, official land use controls, subdivision rules, permit processes, etc.

Local Permit Review (Regulatory Reform), RCW Chapter 36.70B
House Bill 5290 (HB-5290) amended several sections of RCW Chapter 36.70B relating to the local permit review process for jurisdiction fully planning under the GMA. These amendments changed the previously approved permit review "clock" from 120 days to 60 days, 100 days, or 170 days depending on the review process. The bill also clarifies that the review "clock" calendar is based on calendar days, not workdays, along with other changes further outlined in the background section of this agenda bill. The proposed amendments are being prepared for consistency with these changes to State law.

Monroe 2044 Comprehensive Plan
The recently adopted Monroe 2044 Comprehensive Plan includes goal and policy statements within the Land Use, Economic Development, and Housing Chapters that support the regular review and update, if necessary, of the City's development standards as circumstances change.

DESCRIPTION/BACKGROUND:

WA Senate Bill 5290 (SB 5290) was passed in 2023, amending the Revised Code of WA (RCW) Chapter 36.70B Local Permitting. The following summarizes the amendments to RCW 36.70B requiring the current and possibly future amendments to Monroe's Municipal Code:

1. All review timeframes are based on calendar days. This is a clarification of the existing requirements.
2. The review "clock" begins when the City issues the Notice of Complete Application. This is also a clarification of the existing requirements.
3. Amendments to RCW 36.70B did not remove the ability to stop the review clock when additional information is necessary or corrections are required to complete the review and issue a decision.
4. The review time frames for most project permit applications changed from 120 days to:
    a. 65 days for Administrative decision that do not require public notice.
    b. 100 days for Administrative decisions that require public notice.
    c. 170 days for projects that require a public hearing.
    d. The timelines for reviewing short and long subdivisions did not change: 90 days for preliminary approval and 30 days for final approval, consistent with Chapter 58.17 RCW Plats-Subdivisions-Dedications.
5. The review clocks exclude any time period after an administrative appeal is filed until the matter is resolved.
6. The City must provide a partial refund if the established review clock is exceeded without prior written agreement between the applicant and City.
7. Application fees cannot include the cost to process an appeal. Monroe already has separate fees for project permits and appeals.
8. An annual performance report must be submitted to the WA Department of Commerce by July 1st each year that provides the total number of decisions made for preliminary and final short and long subdivisions and multi-family developments; how many decisions were issued for concurrent reviews; the average number of days to review said applications; and the total numbers of days excluded, if applicable.
9. Additional provisions are recommended for jurisdictions to consider further expediting the review processes. If a jurisdiction exceeds the revised review time frames, at least three of the recommendations must be adopted during the next periodic comprehensive plan review and update process.

The following lists the Monroe Municipal Code (MMC) chapters affected by the code amendment proposal:

1. MMC Chapter 3.34, Application Fees
2. MMC Chapter 22.12, Definitions
3. MMC Chapter 22.50, Signs
4. MMC Chapter 22.58, Site Plan Review
5. MMC Chapter 22.66, Variances
6. MMC Chapter 22.68, Subdivisions
7. MMC Chapter 22.70, Development Agreements
8. MMC Chapter 22.72, Amend the Unified Development Regulations and Rezones
9. MMC Chapter 22.74, Comprehensive Plan Amendments
10. MMC Chapter 22.84, Permit Processing

The most substantive changes are proposed to MMC Chapter 22.84 Permit Processing. Besides the specific changes to implement the revised review clocks, the City is expanding the

number of project permit types from four (4) to six (6) to address outstanding issues relating to the adoption of Title 22, Unified Development Regulations (UDR), in 2019. Below is a summary of the proposed Project Permit Types:

- No Change to Type I Administrative Decision, No Public Notice
- No Change to Type II Administrative Decision, Public Notice
- No Change to Type III Public Hearing
- Revise Type IV to City Council Quasi-Judicial Decision with Public Hearing Examiner Recommendation (Site Specific Rezones)
- New Type V to capture City Council Decision (Development Agreements and Annexation)
- New Type VI Legislative Actions, formerly Type IV applications

The remaining proposed changes are necessary for internal consistency, clarification of process, and/or compliance with other sections of SB 5290 such as the refund requirement for projects that exceed the review clock. City staff also took this opportunity to make additional procedural revisions for clarification or code clean up. An example is the Sign Code to remove procedures for a process that was eliminated in 2019 with the adoption of the UDR.

The Planning Commission completed its review and is forwarding their Findings and Recommendation. No public comments were received during the review process.

Next Steps:

- 9/23/2025 – City Council Public Hearing
- 10/14/2025 – 2nd Reading of ordinance and Final Action

Attachments:

1. City Code Amendment Application
2. Proposed Amendments to MMC Chapter 3.34, Application Fees
3. Proposed Amendments to MMC Chapter 22.12, Definitions
4. Proposed Amendments to MMC Chapter 22.50, Signs
5. Proposed Amendments to MMC Chapter 22.58, Site Plan Review
6. Proposed Amendments to MMC Chapter 22.66, Variances
7. Proposed Amendments to MMC Chapter 22.68, Subdivisions
8. Proposed Amendments to MMC Chapter 22.70, Development Agreements
9. Proposed Amendments to MMC Chapter 22.72, Amend the Unified Development Regulations and Rezones
10. Proposed Amendments to MMC Chapter 22.74, Comprehensive Plan Amendments
11. Proposed Amendments to MMC Chapter 22.84, Permit Processing
12. Senate Bill 5290 Session Law
13. Letter from Commerce
14. Planning Commission Findings and Recommendation

FISCAL IMPACTS:

Not applicable.

TIME CONSTRAINTS:

SB 5290 includes a preemption clause that states the new timelines for local permitting went into effect on January 1, 2025, regardless if the City amended its code.

Although Monroe staff are following the new timelines, the City should formally adopt amendments to MMC Chapter 3.34 and Title 22, UDR, as soon as possible to formally revise the City of Monroe's local permitting processes for consistency with state law.

ALTERNATIVES TO REQUESTED ACTION:

None, this is an introduction to proposed amendments to the Monroe Municipal Code.

ATTACHMENTS:

AA HB-5290 MMC Amendment Application Form
01 MMC 3-34 Application Fees
02 Chapter 22-10 MMC Admin and Enforce
03 MMC 22-12 Definitions
04 MMC 22-50 Sign Code
05 MMC 22-58 Site Plan Review
06 MMC 22-66 Variances
07 MMC 22-68 Subdivisions
08 MMC 22-70 Development Agreements
09 MMC 22-72 Amend UDR and Rezones
11 MMC 22-74 Comp Plan Amendments
10 MMC 22-84 Permit Process
HB-5290 Local Permitting
City of Monroe - Expedited Review Request Granted for Submittal ID_ 2025-S-9621
PC Findings and recommendation CA2024-03

806 W. Main Street Monroe,
WA 98272
PHONE (360) 794-7400
FAX (360) 794-4007

City of Monroe, Washington
Code Amendment application
For Amendments to the Monroe Municipal Code

APPLICANT INFORMATION:

Contact Name: Kate Tourtellot	Date: 1/31/2025
Title/Position: City of Monroe Planning Manager	Phone: 360-863-4618
Email address: ktourtellot@monroewa.gov	
Address: 806 W Main St. Monroe, WA 98272	

CODE AMENDMENT OR DEVELOPMENT REGULATION AMENDMENT REQUEST:

Brief description of the proposed/draft development regulations amendment:

The City of Monroe is amending various code sections of the Monroe Municipal Code (MMC) relating to local permitting processes and permit fees for compliance with Washington Senate Bill 5290 (SB 5290) that amended RCW 36.70B, Local Permit Review. This includes amendments to Monroe Municipal Code (MMC) Chapters and Sections: 3.34 Application Fees, and several chapters within MMC Title 22, Uniform Development Regulations (UDR), including, but not limited to the following chapters and sections: 22.16.050 ADUs, 22.58 Site Plan Review, 22.60 Temporary Uses, 22.64 Conditional Use Permits, 22.66 Variances, 22.68 Subdivisions, 22.74 Comprehensive Plan Amendments, 22.82 Shoreline Management, 22.84 Permit Processing, and 22.90 Temporary Encampments.

What policy or regulation is affected by the proposal?

In 2023, the WA Legislature amended RCW 36.70B, Local Permit Review, relating to local permitting review times and permit exemptions by passing Senate Bill 5290 – Local Project Review.

How is the proposal consistent with the Growth Management Act?

Monroe's uniform development regulations, like RCW 36.70B, implement the Growth Management Act (GMA) and locally adopted comprehensive plan through the adoption of land use development regulations in the Monroe Municipal Code (MMC). Most of these regulations are found in MMC Title 22, Uniform Development Regulations.

How is the proposal consistent with Decision Criteria within MMC Chapter 22.72, Amendments to Unified Development Regulations?

1. The proposed amendment to the development regulations is consistent with the policies and provisions of the Monroe comprehensive plan.
   Response: The Monroe 2044 Comprehensive Plan includes policy statements that Monroe review is development regulations on a regular basis. An example is Land Use Policy 3.6.2, "Regularly review and assess the permitting process to optimize resource utilization and staff capacity, ensuring effectiveness and continuous improvement."

2. The amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this title.
   Response: The proposed amendments are necessary for consistency with changes to state law. This proposal is also consistent with the UDR Purpose to, "encourage land use decision-making in accordance with public interest and applicable laws of Washington State; protect the general health, safety, and welfare; implement the Monroe comprehensive plan goals and policies through land use regulations;…"

3. The subject property is suitable for development in conformance with the development regulations applicable under the proposed zoning district
   Response: Not applicable. The proposed amendments do not include a site specific rezone or specific development regulations. The proposed amendments update the local permitting process with a focus on timelines and fees.

4. The proposed amendment advances the public interest of the community.
   Response: Both the Monroe 2044 Comprehensive Plan and UDR encourage the orderly development of Monroe to promote economic development, protect critical areas, avoid development in hazardous areas, and ensure consistency with WA laws including the GMA, subdivisions, annexations, etc.

5. The amendment does not adversely affect public health, safety, or welfare.
   Response: Not applicable. The proposed amendments do not change development standards in Monroe. The amendments focus on the local permitting process, with a focus on review time for applications based on their complexity. Permits and land use decisions that are approved administratively without public notice generally take less time than permits that require notice and a public hearing. Most of the proposed amendments are within Chapter 22.84, Permit Processing.

6. The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable

   Response: The proposed amendments are necessary for consistency in changes to State Law relating to the review of land use development applications, SB 5290.

7. In addition to those criteria in subsections (E)(1) through (E)(6) of this section, amendments to the official zoning map (rezones) shall also meet all of the following criteria:

   a. The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;

   b. The amendment is compatible with the uses and zoning of the adjacent properties;

   c. The proposed reclassification does not constitute a “spot” zone;

   d. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;

   e. The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or the unmitigated impacts are acceptable; and

   f. The proposed reclassification is an extension of an existing zone, or a logical transition between zones.

   Response: Not applicable, this application does not include a proposal to rezone any portion of the City of Monroe.

Chapter 3.34
APPLICATION FEES

Sections:

3.34.010 **Schedule adopted.** No Change
3.34.020 **Fee schedule revisions.** No Change
3.34.030 **Permit application fees due with application.** No Change
3.34.045 Reimbursement for exceeding permit review time frames NEW
3.34.050 **Severability.** No Change

....

3.34.045 Reimbursement for Exceeding Land Use Application Review Time Frames.

a. A 10 percent land use application fee refund will be issued for land use permits when the decision exceeded the adopted review timeframes in MMC Chapter 22.84, Permit Processing, by 20 percent or less of the original time period.

b. A 20 percent land use application fee refund will be issued for land use permits when the decision exceeded the adopted review timeframes in MMC Chapter 22.84, Permit Processing, by more than 20 percent of the original time period.

3.34.050 Severability.

If any section, sentence, clause or phrase of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this chapter. (Ord. 031/2003)

Chapter 22.10
ADMINISTRATION AND ENFORCEMENT

Sections:

22.10.010 **Title.** No Change
22.10.020 **Authority.** No Change
22.10.030 **Purpose.** No Change
22.10.040 **General provisions.** No Change
22.10.050 **Interpretation.** No Change
22.10.060 **Roles and responsibilities.** REVISED
22.10.070 **Performance guarantees and liability protection.** No Change
22.10.080 **Reasonable accommodation.** No Change
22.10.090 **Violation and enforcement.** No Change
22.10.100 **Review, revocation, and modification of permits and approvals.** REVISED

....

22.10.060 Roles and responsibilities.

The roles and responsibilities for carrying out the provisions of the development code are shared by appointed boards and commissions, elected officials and city staff. The authorities of each of these bodies are set forth below.

A. *Zoning Administrator.* The zoning administrator or authorized representative, as the duly appointed representative of the mayor, as established by MMC 2.28.010, is charged with the responsibility of the administration of the provisions of the comprehensive plan and the unified development regulations (UDR) for Monroe. Responsibilities of the zoning administrator shall include:

1. Serving in an advisory capacity to the hearing examiner, planning commission, and city council in comprehensive planning and land use matters;

2. Making land use decisions, as set out in Chapter 22.84 MMC, Permit Processing;

3. Delegating specific tasks to other staff members while retaining overall responsibility; and

4. Making administrative interpretations of the unified development regulations, as provided in this subsection.

a. Upon request or as determined necessary, the zoning administrator shall interpret the meaning or application of the provisions of the UDR and issue a written administrative interpretation following a Type I Permit Review in MMC Chapter 22.84, Permit Processing ~~within thirty days~~. Requests for interpretation shall be submitted in writing and shall concisely identify the issue and desired interpretation. The interpretations shall be based on:

i. The defined or common meaning of the words of the provisions;

ii. The general purpose of the provision as expressed in this title;

iii. The logical or likely meaning of the provision viewed in relation to the comprehensive plan;

iv. Input and recommendations from other members of the development review committee; and

v. Input and recommendations from the city attorney.

b. An interpretation of the UDR will be enforced as if it is part of the UDR. Code interpretations shall be considered superseded if amendments are made by the city council to the code section which was previously interpreted. If the interpretation of the zoning administrator is modified on appeal, the zoning administrator shall amend the interpretation to include the modification and change any reference in the codification of this title.

c. All interpretations of the UDR, filed sequentially, shall be available for public inspection and copying at City Hall during regular business hours. The zoning administrator and city attorney, when codifying revisions to this title, shall also make appropriate references in the MMC revisions to code interpretations affecting particular code sections.

d. The zoning administrator may at any time amend an administrative decision to correct ministerial errors clearly identifiable from the public record. Such a correction does not affect any time limit provided for in this title. The zoning administrator may at any time clarify a statement in a written administrative decision as long as the clarification does not alter the intent or effect of the decision.

e. Administrative interpretations, subject to this title, shall be appealable, as outlined under appeal procedures in Chapter 22.84 MMC, Permit Processing.

B. *Development Review Committee.* The development review committee (DRC) is a staff committee composed of city department heads or designees and may include representatives from affected utility districts, the fire district, and any other entities or agencies, as deemed appropriate by the zoning administrator. The purpose of the DRC is to bring multidisciplinary knowledge and judgment to situations that emerge through the application of these unified development regulations and other matters related to planning, design, and development. Responsibilities of the development review committee shall include:

1. Reviewing development and land use applications for compliance with city plans and regulations;

2. Coordinating necessary permit reviews; and

3. Identifying the proposal's potential environmental impacts.

C. *Planning Commission.* The planning commission is the designated planning agency for the city per Chapter 35A.63 RCW. Responsibilities of the planning commission shall include reviewing and making recommendations on the following actions:

1. Amendments to the comprehensive plan;

2. Amendments to the unified development regulations (this title);

3. Rezone applications; and

4. Pursuant to Chapter 35A.63 RCW, all other actions requested or remanded by the city council.

D. *Hearing Examiner.* The office of the land use hearing examiner, "examiner," is created pursuant to RCW 35A.63.170 to hear applications for projects subject to the regulations

designated in this title and the Monroe Municipal Code. Chapter 22.84 MMC, Permit Processing, sets out the authority of the hearing examiner regarding specific land use actions.

E. *City Council.* The city council is responsible for establishing policy and legislation affecting land use within the city. The city council also acts on the recommendations of the planning commission and the hearing examiner in legislative and quasi-judicial matters. (Ord. 005/2019 § 10 (Exh. B))

22.10.100 Review, revocation, and modification of permits and approvals.

A. *Review of Approved Permits.* Any approval or permit issued under the authority of the unified development regulations may be reviewed for compliance with the requirements of the development regulations, or to determine if the action is creating a nuisance or hazard, has been abandoned, or the approval or permit was obtained by fraud or deception.

1. The review of an approval of a permit may be initiated by the zoning administrator, city administrator, city council, or by petition to the zoning administrator by three property owners or three residents of separate dwelling units in the city, stating their belief as to the noncompliance, nuisance, or hazard of the permitted activity.

2. Upon receipt of information indicating the need for, or upon receiving a request for, review of permit or approval, the zoning administrator shall investigate the matter and take one or more of the following actions:

a. Notify the property owner or permit holder of the investigation; and/or

b. Issue a civil regulatory order and/or civil fine and/or recommend revocation or modification of the permit or approval; and/or

c. Refer the matter to the city attorney; and/or

d. Refer the matter to the hearing examiner with a recommendation for action.

B. *Revocation or Modification of Permits and Approvals.*

1. Upon receiving a recommendation from the zoning administrator for revocation or modification of a permit or approval, the hearing examiner shall review the matter at a public hearing, which shall be noticed and held pursuant to MMC 22.84.050 and 22.84.070. Upon a finding that the activity does not comply with the conditions of approval or the provisions of the development regulations, or creates a nuisance or hazard, the hearing examiner may delete, modify, or impose such conditions on the permit or approval they deem sufficient to remedy the deficiencies. If the hearing examiner finds no reasonable conditions that would remedy the deficiencies, the permit or approval shall be revoked and the activity allowed by the permit or approval shall cease.

2. If a permit or approval is revoked for fraud or deception, no similar application shall be accepted for a period of one year from the date of final action and appeal, if any. If a permit or approval is revoked for any other reason, another application may be submitted subject to all of the requirements of the development regulations. (Ord. 005/2019 § 10 (Exh. B)

MMC Chapter 22.12 Definitions

Action	Adopted Definition in MMC	Required or Recommended Amendment
Revise	~~*Closed Record Appeal* - an appeal to the city council or hearing examiner, following an open record hearing on a project permit application, when the appeal is based on the existing record with no or limited new evidence or information allowed to be submitted and only appeal arguments are allowed~~.	*Closed Record Appeal* – an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.
No Change	*Development action* - An action of the city, such as a land use amendment to the comprehensive plan or a rezoning.	
No Change	*Development approval* - Any written authorization from the city which authorizes the commencement of a development activity, including but not limited to building permits and subdivision approval.	
Revise	~~*Development permit* - Any permit issued by the city of Monroe, or other authorized agency, for construction, land use, or the alteration of land.~~	*Project Permit or Project Permit Application* – any land use or environmental permit or license required from a local government for a project action, including but not limited to subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approval required by critical area ordinances, and site-specific rezones which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in RCW 36.70B.020(4). Project Permit or Project Permit Application specifically excludes building permits.
Add		*Project Permit, Non-responsive applicant* – an applicant that is not making demonstratable progress on providing additional requested information to the local government, or that there is no on-going communication for the applicant to the local government on the applicant's ability of willingness to provide the additional information.
Add new definition	*Governing authority* - The city council of the city of Monroe.	*Local Government* - the City of Monroe.

	Governmental entity - The state of Washington, Snohomish County, the city, municipally owned utilities, and special purpose districts including the school, fire and library districts. **Recommendation:** follow up with City Attorney	
Add		*Interior Alteration* – construction actives that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.
Revise	*Open Record Hearing* - A hearing, conducted by a single hearing body, that creates the record through testimony and submission of evidence and information, under procedures prescribed by the hearing body. An open record hearing may be held prior to a decision being issued on a project permit, to be known as an open record pre-decision hearing. An open record hearing may be held on an appeal, to be known as an open record appeal hearing, if no open record pre-decision hearing has been held on the project permit. **Recommendation:** break out the three definitions in RCW 36.70B.020 as stated in the right column	*Open Record Hearing* – a hearing, conducted by a single hearing body or officer authorized by the local government to conduct such hearings, that creates the local government's record through testimony and submission of evidence and information, under procedures prescribed by the local government by ordinance or resolution.
Add		*Open Record Pre-Decision Hearing* – an open record hearing held prior to a local government's decision on a project permit.
Add		*Open Record Appeal Hearing* – an open record hearing held prior to a local government's decision on a project permit
Add		*Public Meeting* – an informal meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the local government's decision. A public meeting may include, but is not limited to, a design review or architectural control board meeting, a special review district or community council meeting, or a scoping meeting on a draft environmental impact statement. A

		public meeting does not include an open record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the local government's project permit application file.

Chapter 22.50
SIGNS

Sections:

22.50.010	**Purpose.** No Change
22.50.020	**Permanent commercial signs.** No Change
22.50.030	**Temporary commercial signs.** No Change
22.50.040	**Permanent noncommercial speech signs.** No Change
22.50.050	**Temporary noncommercial speech signs.** No Change
22.50.060	**Murals.** No Change
22.50.070	**Exempt signs.** No Change
22.50.080	**Prohibited signs.** No Change
22.50.090	**Scenic Vistas Act.** No Change
22.50.100	**A-frame signs.** No Change
22.50.110	**Projecting and suspended (under awning) signs.** No Change
22.50.120	**Digital content and video display signs.** No Change
22.50.130	**General provisions.** No Change
22.50.140	**Maintenance and removal.** No Change
22.50.150	**Nonconforming signs.** No Change
22.50.160	**Permits and fees.** No Change
22.50.170	**Administration and enforcement.** No Change
22.50.180	**Interpretations.** No Change
22.50.190	**Administrative Departures, Variances and appeals.** REVISED

22.50.190 Administrative Departures, Variances and appeals.

A. *Powers.* Recognizing that there are certain cases that may, or may not, be detrimental to aesthetic character, public health, safety and general welfare, and the effectiveness of visual communication in the city, depending upon the facts of each particular case, a limited power to issue variance permits and to interpret any section of the title is vested with the hearing examiner.

B. *Administrative Departures.* In no case shall a departure be granted for a minimum requirement established in this section. Where specified in this section, the zoning administrator, may require or allow departures from required standards in the following circumstances:

1. Where unique natural features or unique lot configuration makes it ~~extraordinarily difficult~~ unable to conform to the standards;

2. Where the project is equal or superior in design to that allowed under the general application of these standards and is consistent with the sign standards, as well as all other city standards;

3. When a new sign package for an existing business brings the total sign package into greater conformance with the current sign code.

~~3. In each case above, the applicant must utilize other methods per the zoning administrator's satisfaction that meet the intent of the applicable standard(s); and~~

~~4. In situations where administrative departures involve site grading or other engineering issues, the departure shall be reviewed and approved by the zoning administrator and public works director~~.

C. ~~*Appeals and*~~ *Variances.* When an applicant requests a departure from the sign code that does not qualify for administrative approval pursuant to subsection (B) of this section, the applicant shall apply for a variance, as set forth in Chapter 22.66 MMC. An application for a variance may be made to the city of Monroe community development department on forms prescribed by the city. ~~Application for special permits and variances from the ruling of the city concerning the provisions herein contained may be made to the hearing examiner. The hearing examiner shall receive all applications requesting review of sign permit decisions, conditions, or determinations relating thereto, for a variance and special permit; and shall maintain and be custodian of all records of the minutes of the meetings and findings. All records shall be open to the public. Copies of the appellant's notice for all special exceptions shall be filed with the city of Monroe, hearing examiner, and planning commission, containing the decision of the city of Monroe and the reasons why the appellant is aggrieved, specifying the grounds therefor. Each application or request for a special exception filed shall be accompanied by a fee to cover the city's cost of handling the request for a special exception. Upon the filing of such fee and application, the city of Monroe shall forthwith transmit to the hearing examiner all papers~~

~~constituting the record and decision of the city of Monroe relating to the request for a special exception. The hearing examiner shall fix a reasonable time for the public hearing and give due notice thereof to the parties and general public. The hearing examiner shall make a decision within a reasonable time after the hearing.~~

D~~C~~. *Appeals*. The action of the decision-making body in granting or denying a sign permit is a final decision appealable to the appeal authority specified in Table 22.84.060(B)(2): Decision-Making and Appeal Authorities.

~~*Stay.* A request for any special exception to the hearing examiner stays all proceedings, in furtherance of the action from which the request for a special exception was taken, unless the city of Monroe, from whom the request for a special exception is taken, certifies to the hearing examiner, after the notice of a request for a special exception shall have been filed with the city of Monroe, that by reason of facts stated in the certification, a stay would in the city of Monroe's opinion cause imminent peril to life or property, in which case such action shall not be stayed otherwise than by a restraining order, which may be issued by the superior court. The decision of the hearing examiner on the request for a stay shall be transmitted to the city of Monroe.~~

E~~D~~. *Collection of Expenses Incurred.* Whenever there incurs any expense in connection with the removal or alteration of any sign, the cost thereof shall be paid by the owner of the real property upon which the sign is erected or maintained. In the event any other person is in possession of such property with the consent of the owner, the owner and such other person shall be jointly responsible for the payment of such cost.

1. The city shall submit to the owner and/or other person in possession of the premises a statement of costs incurred by the city for removing or altering the sign.

2. Upon the failure to receive full payment within thirty days from the date the statement is submitted, or within thirty days after conclusion of any appeal proceedings, whichever is later, the city is authorized to provide for the collection of the amounts due in any lawful manner.

Chapter 22.58
SITE PLAN REVIEW

Sections:

22.58.010	**Purpose.** No Change
22.58.020	**Applicability.** No Change
22.58.030	**General provisions.** REVISED
22.58.040	**Review process.** REVISED
22.58.050	**Enforcement.** No Change

22.58.030 General provisions.

A. *Application and Contents.* An application for site plan review shall be made according to the submittal requirements in Chapter 22.84 MMC, Permit Processing, on forms prescribed by the city, and shall include the fee established by the current fee resolution. All site plan review applications submitted in accordance with this title shall include the information set forth in MMC 22.84.040(D), Project Permit Applications, and in the following section. No application shall be deemed complete, nor accepted by the city, until all information set forth below has been submitted:

1. Title and location of the proposed development;

2. Names, addresses, and telephone numbers of the owner(s) of record of the land, and of the applicant, and, if applicable, the names, addresses and telephone numbers of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

3. Existing zoning district(s) of the proposed development site;

4. Existing zoning district(s) within three hundred feet of the site;

5. Existing and proposed use(s) of the project site;

6. Existing and proposed use(s) of existing and proposed buildings;

7. A description of each proposed nonresidential use;

8. The proposed sizes, in square feet, for each nonresidential use;

9. Proposed number of dwelling units in the development;

10. Proposed number of bedrooms in each dwelling unit in the development;

11. A site plan drawing at an engineering scale that allows the full development to be shown on a single page, either ANSI D (22" X 34") or ARCH D (24" X 36"). Additional drawings may be needed at a scale of not less than one inch for each fifty feet (1:50), which shall include or show:

a. Locations of all existing and proposed structures, including, but not limited to, buildings, fences, culverts, bridges, roads, and streets;

b. The boundaries of the property proposed to be developed;

c. Existing and proposed topographic contours, at intervals of no more than two feet;

d. All proposed and existing buildings;

e. All setback lines;

f. All critical areas and their associated buffers;

g. All areas to be dedicated to a public, private, or community use;

h. All areas for open space;

i. Existing and proposed lot area, in square feet, to be covered by impervious surfaces;

j. Types and locations of proposed landscaping;

k. All existing and proposed easements;

l. The locations and size of all existing and proposed utility structures and lines;

m. The storm water drainage systems for existing and proposed structures;

n. Locations and extent of curbs and gutters;

o. All means of vehicular and pedestrian ingress and egress to and from the site;

p. Sizes and locations of driveways, streets, and roads;

q. Sizes and locations of off-street parking areas, including internal circulation and parking spaces;

r. Traffic volumes and flows estimated to be generated on adjacent roads by the proposed development;

s. Location and extent of street dedications;

t. Location and extent of street widening or other road improvements;

u. Location and extent of acceleration and deceleration lanes, if needed;

v. Location of traffic-control devices on and off the site;

w. The location of all loading spaces, including, but not limited to, loading platforms and loading docks where trucks will load or unload; ~~and~~

x. Locations and sizes, in square feet, of all signs;

y. Preliminary building elevations, if applicable; and

z. Preliminary Exterior Lighting Plan for compliance with MMC 15.15, Lighting Standards, if applicable.

12. The written approvals of the Snohomish Health District, if required; and

13. Any other items deemed necessary by the zoning administrator. (Ord. 005/2019 § 10 (Exh. B))

22.58.040 Review process.

A. *Permit Type.* Applications for site plan review shall follow the procedures ~~for a Type I permit review~~, pursuant to MMC 22.84.030, Types of project permits~~:~~.

1. Type I permit review when project is exempt from SEPA Review pursuant to MMC Chapter 22.78, State Environmental Policy Act.

2. Type II permit review when project is subject to SEPA Review pursuant to MMC Chapter 22.78, State Environmental Policy Act.

B. *Public Notice.* Site plan review shall be subject to all applicable noticing requirements in MMC 22.84.050, Public notice requirements.

C. *Public Hearing.* Pursuant to Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, Type I and Type II permits do not require a public hearing ~~is not required~~ for site plan review.

D. *Decision.* The final decision authority, as determined by Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, shall approve, approve with conditions, or deny a site plan review.

E. *Decision Criteria.* Site plans are reviewed by the city to determine consistency between the proposed project and the applicable development regulations and comprehensive plan provisions. A proposed project's consistency with the city's development regulations and comprehensive plan shall be determined by consideration of land use, intensity of development, availability of public infrastructure, facilities, and services, and the design of the development. The zoning administrator may approve, deny, or approve with conditions an application for a site plan review permit. The decision shall be based on the following approval criteria:

1. Adequate streets, sidewalks, transit stops, open spaces, parks, schools, water, sewer, and storm water facilities shall be available to the proposed development.

2. The design and appearance of the structure shall be compatible with applicable design standards and guidelines.

3. The development shall be consistent with the comprehensive plan.

4. The site plan is in conformance with applicable code provisions and development standards of the applicable zoning district;

5. The development shall mitigate any significant adverse environmental impacts identified.

6. The development shall be consistent with the health, safety, and general welfare.

F. *Conditions of Approval.* In approving a site plan, the decision authority may attach thereto such conditions that they deem to be necessary or desirable in order to carry out the intent and purposes of this title. To protect the health, safety, and general welfare, the city may require:

1. The dedication of land to any public body, provisions of public improvements to serve the site, and/or impact fees imposed under state law, may be required as a condition of site plan approval; provided, however, that no dedication, provision of public improvements, or impact fees imposed under state law shall be allowed that constitutes an unconstitutional taking of private property. Dedications shall be clearly shown on the site plan and shall be recorded prior to final site plan permit issuance.

2. The construction of protective improvements may be required as a condition of site plan approval and such improvements shall be noted on the site plan.

3. Other conditions, as consistent with the purpose of this title.

G. *Appeals.* The action of the decision-making body in granting or denying a site plan is a final decision appealable to the appeal authority specified in Table 22.84.060(B)(2): Decision-Making and Appeal Authorities.

H. *Expiration.* The length of time during which an approved site plan is valid shall be determined by Table 22.84.060(E): Project Permit Approval Expiration. A site plan shall not be approved for a period of time greater than that which is specified in Table 22.84.060(E), exclusive of any extensions allowed. The date that the site plan approval expires shall be specified in the conditions of approval.

I. *Extensions.* The zoning administrator may grant an extension of the period of site plan authorization when requested by the applicant at least sixty days prior to the expiration of the site plan approval. Extension requests are subject to the requirements of MMC 22.84.060(F), Extensions. Only one extension may be granted for the approved site plan for a period not to exceed the extension period specified in Table 22.84.060(E): Project Permit Approval Expiration. Such an extension shall only be granted by the decision authority upon issuance of findings that the criteria for extensions in MMC 22.84.060(F), Extensions, have been met.

J. *Modifications.* Requested modifications to an approved site plan shall be reviewed pursuant to the requirements of MMC 22.84.060(G), Substantial Revisions or Modifications to Proposal. In

additional to the requirements of MMC 22.84.060(G), the zoning administrator may approve a modification to an approved site plan; provided, that the modification will not result in:

1. Additional buildings on the project site;

2. An expansion of an existing building's floor area by ten percent or more;

3. An increase in the number of lots;

4. An increase in the number of dwelling units;

5. A decrease in the number of parking stalls to be provided;

6. Relocation of or a change in the number of ingress and/or egress points from the site;

7. A reduction of the amount of landscaping and/or open space;

8. A significant increase in the traffic impacts of peak-hour trips to and from the site;

9. A significant increase in the quantity of imported or exported materials;

10. A significant increase in the area of site disturbance;

11. Placement of structures closer to critical areas, buffers, and/or shorelines;

12. Significant new environmental impacts or will not significantly increase any adverse impacts disclosed in the original SEPA documents; or

13. A new review under the 2019 Department of Ecology Stormwater Management Manual for Western Washington.

K. Modifications that exceed one or more of the limitations stated in subsection (J) of this section shall require a new site plan review, as determined by the zoning administrator, and shall only be accomplished by applying for a new site plan review permit for the entire site.

1. The new site plan review application shall be reviewed according to the laws and rules in effect at the time of application.

2. Conditions may be imposed on the modified site plan to enable the proposal to comply with development regulations.

L. *Associated Land Use Actions.* Site plan review is separate from and does not replace other required land use permits. Applications for land use actions associated with the site plan review shall comply with the following requirements:

1. Associated land use applications shall meet all submittal requirements applicable to the specific land use action, as identified in Chapter 22.84 MMC, Permit Processing.

2. Applications for associated land use actions shall be made on forms prescribed by the city.

3. Each land use application shall be subject to all applicable fees as established by the current fee resolution.

4. Other land use applications associated with the site plan review shall be submitted and processed under consolidated review per MMC 22.84.040(B) unless the applicant requests that the applications be processed and reviewed separately.

5. Site plan review and approval shall be required prior to the issuance of building, mechanical, plumbing, land clearing, forest practices, grading, civil, and/or other similar administrative permits, provided nothing shall be construed as preventing an applicant from submitting a complete building permit application.

6. Subsequent permits for the subject site shall be issued only in compliance with the approved site plan review.

M. *Vested Rights.* Approval of a site plan for development shall not provide the applicant with vested rights. Subsequent permits shall be subject to the applicable codes and regulations in effect at the time of determination of completeness of the associated permit application. (Ord. 020/2022 § 2; Ord. 005/2019 § 10 (Exh. B))

Chapter 22.66
VARIANCES

Sections:

22.66.010	**Purpose.** No Change
22.66.020	**Applicability.** No Change
22.66.030	**General provisions.** REVISED
22.66.040	**Review Process.** No Change
22.66.050	**Enforcement.** No Change

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22.66.030 General provisions.

A. *Application and Contents.* An application for a variance shall be made according to the submittal requirements in Chapter 22.84 MMC, Permit Processing, on forms prescribed by the city, and shall include the fee established by the current fee resolution. All variance applications submitted in accordance with this title shall include the information set forth in MMC 22.84.040(D), Project Permit Applications, and in the following section. No application shall be deemed complete, nor accepted by the city, until all information set forth below has been submitted:

1. Completed application form;

2. Names, addresses, and telephone numbers of the owner(s) of record of the land, and of the applicant, and, if applicable, the names, addresses and telephone numbers of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

3. Existing zoning district(s) of the subject site;

4. Existing zoning district(s) within three hundred feet of the site;

5. Existing and proposed use(s) of the project site;

6. A site plan drawing at an engineering scale that allows the full development to be shown on a single page, either ANSI D (22" X 34") or ARCH D (24" X 36"). Additional drawings may be needed at a scale of not less than one inch for each fifty feet (1:50), which shall include or show:

   a. Locations of all existing and proposed buildings and structures;

   b. The boundaries of the subject site;

   c. All setback lines;

   d. All critical areas and their associated buffers;

   e. Existing lot area;

   f. All existing and proposed easements;

   g. The locations and size of all existing and proposed utility structures and lines;

   h. The storm water drainage systems for existing and proposed structures;

   i. Sizes and locations of driveways, streets, and roads;

7. Other information and materials may be required by the city to review the application.

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Chapter 22.68
SUBDIVISIONS

Sections:

22.68.010	**Title.** No Change
22.68.020	**Purpose.** No Change
22.68.030	**Applicability. REVISED**
22.68.040	**Subdivisions and short subdivisions.** REVISED
22.68.050	**Model homes.** No Change
22.68.060	**Boundary line revisions.** No Change
22.68.070	**Binding site plans.** No Change
22.68.080	**Phased development.** No Change

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22.68.030 Applicability.

This chapter shall regulate all divisions and redivisions of all real property within the city of Monroe, except as provided in subsection (C) of this section and RCW 58.17.040.

A. *Compliance.* All divisions or redivisions of land into lots, tracts, parcels, sites or division for the purpose of sale, lease, or transfer of ownership shall comply with the provisions of state law and the Monroe Municipal Code. All property under common ownership must be subdivided in accordance with the requirements of this chapter prior to sale, lease, or transfer of ownership; provided, however, that divisions of property pursuant to subsection (C) of this section, exceptions, and "lots of record," as defined under Chapter 22.12 MMC, may be sold, leased or transferred without further compliance with this title.

B. *Contiguous Land.* All contiguous land shall be included in a short subdivision application. Multiple applications or applications and/or exemptions shall not be utilized as a substitute for comprehensive subdividing in accordance with the requirements of this section.

C. *Exceptions.* Land conveyed or leased through an exception has not necessarily been reviewed by the city of Monroe for development potential. The provisions of this chapter shall not apply to:

1. *Cemeteries.* Cemeteries and other burial plots, while used for that purpose;

2. *Testamentary Divisions.* Divisions made by testamentary provisions, or the laws of descent; provided, that there can be only one lot per heir or devisee. A map of the division must be recorded with the recording division of the Snohomish County auditor's office when each parcel is transferred. All beneficiaries to the property must sign the map. Lots created through such divisions are deemed legal notwithstanding minimum lot size or density requirements imposed through the Monroe Municipal Code. However, such lots and all land uses carried out on such lots are subject to all other standards and requirements of law;

3. *Industrial and Commercial Site Plans.* Division for sale or lease of commercial or industrially zoned property provided a binding site plan has been approved and recorded; such divisions shall comply with MMC 22.68.070, Binding site plans;

4. *Mobile Home Parks.* Divisions for purposes of lease when no residential structure other than mobile homes or travel trailers are permitted, provided a binding site plan has been approved and recorded; such divisions shall comply with MMC 22.68.070, Binding site plans;

5. *Boundary Line Revisions.* A revision made for the purpose of adjusting boundary lines between legal lots of record shall comply with MMC 22.68.060, Boundary line revisions;

6. *Condominiums.* A division made under the provisions of the Horizontal Properties Regimes Act, Condominiums (Chapter 64.32 RCW), provided a binding site plan has been approved; or

7. *Right-of-Way Acquisition and Condemnation.*

   a. A division of land relating to the acquisition or exchange of land by public agencies, for public use except human occupancy, including, but not limited to, subdivisions made for road construction purposes;

b. A division of land for the sole use of the installation of linear utility facilities, such as electric power lines, telephone lines, water supply lines, sewer service lines, cable lines, or other utility facilities of a similar or related nature; or

c. Division of land due to condemnation or sale under threat thereof by an agency or division of government vested with the power of condemnation; if sale is made under threat of condemnation, such threat must be evidenced by the government agency filing an affidavit so stating with the recording division of the Snohomish County auditor's office.

8. *Personal Wireless Services*.

A division for the purpose of leasing land for facilities providing personal wireless services while used for that purpose. "Personal wireless services" means any federally licensed personal wireless service. "Facilities" means unstaffed facilities that are used for the transmission or reception, or both, of wireless communication services including, but not necessarily limited to, antenna arrays, transmission cables, equipment shelters, and support structures.

D. *Legal Lot of Record.* A lot is considered a lot of record if it complies with MMC 22.40.040, Preexisting legal lots of record. Even though a lot may be deemed legal, development on said lot shall be subject to all applicable regulations of the Monroe Municipal Code. (Ord. 005/2019 § 10 (Exh. B))

22.68.040 Subdivisions and short subdivisions.

A. Review of Subdivisions. No person may subdivide property except in accordance with the provisions of this chapter, consistent with RCW Chapter 58.17 (Include live link). Subdivisions and short subdivisions are subject to a three-step approval process:

1. Review and decision upon the preliminary subdivision or short subdivision, MMC 22.68.040(B) and (C); and
2. Infrastructure
   i. Review and decision upon the construction drawings, if required, MMC 22.68.040(D); and

ii. Construction and acceptance of the infrastructure necessary to serve the subdivision; and

3. Review and decision upon the final plat or short plat, MMC 22.68.040(E).

BA. *Preliminary Subdivisions and Short Subdivisions.*

1. *Application.* A preliminary subdivision or short subdivision application submittal shall contain the following:

a. A vicinity sketch showing adjacent subdivisions' streets, bordering lines of adjacent properties, and how streets in the proposed subdivision may connect with existing and proposed streets in neighboring subdivisions or unplatted property to produce a harmonious and compatible development;

b. A certificate of title, not more than thirty days old, from a recognized title company naming all persons with legal interest in the subdivision property shall accompany the final plat. Such certificate shall also note any assessment or lien, encumbrances, contract interest, easements or other rights affecting the property;

c. A preliminary plat map, prepared by a professional land surveyor, that allows the full development to be shown on a single page, either ANSI D (22" X 34") or ARCH D (24" X 36"). Additional drawings may be needed at a scale of one inch equals one hundred feet (unless property size makes this impractical), and containing the following:

i. Name of the proposed subdivision (or dedication);

ii. The date, scale of plat, size (in acres) of the property, designation of north, vertical control datum, and certification of the professional land surveyor;

iii. The name and address of the subdivider;

iv. Legal description of the proposed subdivision (or dedication);

v. Boundary lines, approximate and to scale, of the property to be subdivided or dedicated;

vi. Within the proposed subdivision or dedication and within a distance of fifty feet from its boundaries, the location, width, and designation of existing or platted

public highways, and the location and designation of existing buildings, utilities, watercourses, power lines, culverts, section lines, and similar features;

vii. The zoning of the property and contiguous parcels;

viii. Topographic contours at intervals of two feet subject to prior approval by the city engineer;

ix. Approximate dimensions of lots and blocks with lot numbers and block designations;

x. Parcels and tracts to be reserved or dedicated for parks, playgrounds, streets, alleys, schools or other public uses; and

xi. Location and direction of flow of watercourses and approximate location of areas subject to inundation or storm water overflow within or adjacent to the proposed subdivision or dedication.

d. A storm water site assessment in substantial conformance with the Washington State Department of Ecology Stormwater Manual (latest edition) and the Puget Sound Partnership Low Impact Development Technical Guidance Manual for Puget Sound dated December 2012;

e. A plan showing the location, grade, and sizes of sewer lines, manholes, and other sewerage structures;

f. A plan showing the location and size of water mains, hydrants, reservoirs, pump stations, and other elements of the proposed water system;

g. A plan showing the location and size of storm water management facilities;

h. A plan showing the location and grade of roads, pedestrian facilities, parking areas, and ADA provisions; and

i. Other information as may be required by the public works director or zoning administrator.

2. *Review Criteria.* Each proposed subdivision or short subdivision shall be reviewed to ensure that:

a. The proposal conforms to the goals, policies, and plans set forth in the Monroe comprehensive plan;

b. The proposal conforms to the site and design requirements set forth in this title. No final subdivision or short subdivision shall be approved unless the requirements are met;

c. The proposed street system and pedestrian system conform to the Monroe comprehensive plan, Chapter 22.42 MMC, Design Standards, and applicable public works design standards, and is laid out in such a manner as to provide for the safe, orderly and efficient circulation of vehicular and pedestrian traffic;

d. The proposed subdivision or short subdivision will be adequately served with city-approved water and sewer, and other utilities appropriate to the nature of the subdivision or short subdivision;

e. The layout of lots, and their size and dimensions, takes into account topography and vegetation on the site in order that buildings may be reasonably sited, and that the least disruption of the site, topography and vegetation will result from development of the lots;

f. Identified hazards and limitations to development have been considered in the design of streets and lot layout to assure street and building sites are on geologically stable soil, considering the stress and loads to which the soil may be subjected; and

g. Lack of compliance with the criteria set forth in this section and in subsection (B) of this section, Subdivision Standards, shall be grounds for denial of a proposed subdivision or short subdivision, or for the issuance of conditions necessary to more fully satisfy the criteria.

3. *Decision Criteria.* As a basis for approval, approval with conditions, or denial of a preliminary subdivision or short subdivision, the decision-maker shall determine if appropriate provisions have been made for implementing the purpose, criteria, and standards set forth in this chapter, and all other applicable code provisions.

4. *Effect of Preliminary Approval.* Approval of a preliminary subdivision or short subdivision shall constitute authorization for the applicant to prepare and implement construction drawings for subdivision improvements, and, upon approval of those drawings, develop

the subdivision facilities and improvements in strict accordance with the plans and specifications as approved by the city subject to any conditions imposed by the decision-maker.

5. *Time Limits.* The following time limits apply for preliminary subdivisions and short subdivisions:

a. *Review of Preliminary Subdivisions.* A preliminary subdivision shall be approved, approved with conditions, denied, or returned to the applicant for modification or correction within ninety days from the date of filing of a complete application, unless the applicant agrees to an extension of the time period in writing. Provided, should an environmental impact statement (EIS) be required per RCW 43.21C.030, the ninety-day period shall not include the time spent in preparing and circulating the EIS by the city.

b. *Review of Preliminary Short Subdivisions.* Preliminary short subdivisions shall be approved, disapproved, or returned to the applicant within ninety days from the date of filing a complete application thereof, unless the applicant consents to an extension of such time period.

c. *Preliminary Subdivision Approval.* Final subdivision approval must be acquired within five years of preliminary approval, after which time the preliminary subdivision approval is void. The decision-maker may grant an extension for one year if the applicant has attempted in good faith to submit the final subdivision within the five-year time period; provided, however, the applicant must file a written request with the original decision-maker requesting the extension at least thirty days before expiration of the five-year period.

d. *Preliminary Short Subdivision Approval.* Final short subdivision approval must be acquired within three years of preliminary approval, after which time the preliminary short subdivision approval is void. The decision-maker may grant an extension for one year if the applicant has attempted in good faith to submit the final subdivision within the three-year time period; provided, however, the applicant must file a written request with the original decision-maker requesting the extension at least thirty days before expiration of the three-year period.

C~~B~~. *Subdivision Standards.*

1. *Subdivision Names.* No subdivision shall be approved which bears a name using a word which is the same as, similar to or pronounced the same as a word in the name of any other subdivision in Snohomish County, except for the words “town,” “city,” “place,” “court,” “addition,” “acres,” “heights,” “villa,” or similar words, unless the land so divided is contiguous to the subdivision bearing the same name. All subdivisions must continue the block numbers of the subdivision of the same name last filed.

2. *Block Standards.* Blocks shall have sufficient width to provide for a maximum of two tiers of lots of appropriate depths. Exceptions shall be permitted in blocks adjacent to major streets, railroads, waterways, or involving unique site conditions that make this requirement impractical.

3. *Lot Standards.*

a. Lot lines shall be at right angles to street lines or radial to curvilinear streets unless a variation will result in a better street or lot plan.

b. No lot shall be established which is in violation of the Monroe Municipal Code.

c. Lot shapes shall be designed to avoid awkward configuration or appendages.

d. Each lot shall have sufficient width, area and frontage to comply with the minimum site requirements as set forth in each zoning district.

e. The building envelope shall be shown on all lots.

f. *Exceptions to Lot Standards.*

i. *Eminent Domain.* Parcels smaller than otherwise permitted by Monroe Municipal Code may be created through the action of governmental agencies, including the city of Monroe by such actions as eminent domain and the splitting of a parcel by dedicated right-of-way. Wherever possible, such parcels shall be merged in title with adjacent lots to create lots in compliance with the Monroe Municipal Code.

ii. Legal lots of record, see MMC 22.40.040, Preexisting legal lots of record.

4. *Easements.*

a. Public easements for the construction and maintenance of utilities and public facilities shall be granted to provide and maintain adequate utility service to each lot

and adjacent lands. The width of the public easements shall be the minimum necessary as determined by the utility, unless the public works director determines a smaller or larger width is appropriate based on site conditions. Whenever possible, public easements shall be combined with driveways, pedestrian accessways and other utility easements.

b. Private easements for the construction and maintenance of utilities within the subdivision or short subdivision shall be granted so that individual lots gain access to public facilities. The widths of the private easements shall be the minimum necessary as determined by the utility, unless the public works director determines a larger width is appropriate based on the site conditions.

c. Native growth protection easements, tracts, or areas (NGPE/NGPT/NGPA) shall be granted as deemed appropriate by the city where the preservation of native vegetation benefits the public health, safety and welfare, including control of surface water and erosion, maintenance or slope stability, visual buffering, and protection of plant and animal habitat, and in accordance with Chapter 22.80 MMC, Critical Areas.

d. The placement of any building on or over an easement for utility mains or lines shall be prohibited. An easement may be used for more than one utility, vehicle, or pedestrian access, provided the city finds the multi-use appropriate. Restoration of the site shall be required following any excavation or other disturbance permitted by the terms of the easement. Appropriate landscaping as determined by the city is permitted, and may be required, in an easement.

e. Easements required by this section shall be granted by the terms and conditions of such easements being shown on the final subdivision or short subdivision or by separate instrument.

5. *Water Supply.* All lots shall be served by a water system approved by the city of Monroe. Any common water system serving more than one lot shall be provided by the applicant and dedicated to the appropriate water purveyor. Such water supply systems shall be designed and constructed according to all applicable provisions of the Monroe Municipal Code and the development design standards, the standards and specifications of the water purveyor, and the applicable rules and regulations of the state.

6. *Sewage Disposal.* All lots shall be served by the sanitary sewer system of the city of Monroe. Except for private side sewers, any common sanitary sewer system serving more than one lot shall be provided by the applicant and dedicated to the city. Such sewer systems shall be designed and constructed according to all applicable provisions of the development design standards and the standards and specifications on file in the office of the director of public works.

7. *Storm Drainage.*

a. All lots shall be provided with adequate storm drainage connected to the storm drainage system of the city or other system approved by the public works director.

b. Where a public street is to be dedicated or improved by the applicant as a condition of preliminary approval, the applicant shall provide and dedicate any required storm drainage system in the right-of-way.

c. When appropriate, storm drainage facilities shall include suitable on-site detention and/or retention facilities.

d. Storm drainage shall be provided in accordance with development design standards as amended and standards and specifications as approved by the public works director.

8. *Watercourses.* When required by the city, the developer of a subdivision shall enhance a stream which traverses or abuts the subdivision in accordance with the specifications and standards approved by the city.

9. *Underground Utilities.* All permanent utility service to lots shall be provided from underground facilities as set forth in the development design standards regulating underground wiring. The applicant shall be responsible for complying with the requirements of this section, and shall make all necessary arrangements with the utility companies and other persons or corporations affected by installation of such underground facilities in accordance with the rules and regulations of the public utility commissioner of the state of Washington.

10. *Water and Sewer Standards.*

a. *Design Standards.* All city water and sewer facilities shall be designed in compliance with the development design standards.

b. *Construction Standards.* All city water and sewer facilities shall be constructed in compliance with the development design standards.

11. *Street Standards.* The location, design and construction of all streets shall comply with the following requirements:

a. Subdivisions shall provide direct access to at least one existing improved and publicly dedicated street. The internal vehicular network of the subdivision can include alleys and private tracts consistent with the Monroe development design standards.

b. When a subdivision is abutting an existing street(s) with a right-of-way of lesser width than specified by city ordinances or abuts a roadway(s) that is not built to city street standards, or abuts a roadway(s) that is in substandard condition, the applicant may be required as a condition of approval to deed additional right-of-way width, and/or to improve the existing and additional right-of-way to the design specifications of the public works director. The city may require dedication of right-of-way in excess of standards in the following cases:

i. Where additional width is necessary to maintain continuity with the adjoining rights-of way;

ii. Where additional width is necessary to maintain alignment with adjoining streets and sidewalks improvements; and

iii. Where additional width is necessary to insure that all streets intersect at right angles.

c. Dead-end streets shall be used on local streets only and shall terminate in a cul-de-sac. Streets that dead-end, and which would normally be continued if the adjacent property were developed, shall be shown as temporary turnarounds. The land beyond the normal right-of-way for such streets shall revert back to the abutting property owners when the street is continued.

d. The street within and adjacent to a site plan or subdivision shall be classified and designed to comply with the Monroe comprehensive plan and the Monroe development design standards.

e. Proposed streets should extend to the boundary lines of the proposed site plan or subdivision in order to provide for the future development of adjacent tracts unless prevented by natural or manmade conditions or unless such extension is determined to be unnecessary by the public works director.

f. The street pattern for subdivisions should be designed to expedite traffic movement, reduce conflicts between various types of land uses, including pedestrians, and coordinate the location of proposed buildings with loading and parking facilities.

g. A subdivision plan containing thirty or more dwelling units shall have two vehicular access points in accordance with the city of Monroe public works design and construction standards, located at least one hundred feet apart; provided, this requirement shall not apply where approved automatic sprinkler systems will be installed in each dwelling unit.

h. Streets shall be designed in accordance with the development design standards and Chapter 22.42 MMC, Design Standards.

12. *Street Right-of-Way and Pavement Widths.*

a. The street right-of-way in or along the boundary of a subdivision shall conform to the provisions set forth in the development design standards.

b. When a subdivision or an area within a subdivision is set aside for commercial or industrial uses, or where probable future conditions warrant, greater widths than those provided in the development design standards may be required.

c. Where topographical requirements necessitate either cuts or fills for the proper grading of the streets, additional right-of-way widths or slope easements may be required.

13. *Street Names.* Street name determination and addressing shall also be consistent with Chapter 12.28 MMC.

14. *Street Lights.*

a. All subdivisions shall include underground electric service, light standards, wiring and lamps for street lights according to development design standards for underground wiring and the specifications and standard set forth in Chapter 15.15 MMC, Lighting Standards.

b. The applicant shall submit for approval by the city the design of the light standards.

c. The subdivider shall install such facilities and make the necessary arrangements with the serving electric utility.

15. *Survey Required.* The survey of every proposed subdivision or short subdivision shall be made by or under the supervision of a registered land surveyor. All surveys shall conform to standard practices and principles for land surveying as set forth in the laws of the state of Washington. Subdivision control and staking traverses shall close within an error of one foot in five thousand feet. Primary survey control points shall be referenced to section corners and monuments.

16. *Monuments.*

a. Permanent survey control monuments shall be provided for all final subdivisions and short subdivisions at:

i. All controlling corners on the boundaries of the subdivision or short subdivision;

ii. The intersection of centerlines of roads within the subdivision or short subdivision; and

iii. The beginning and ends of curves on centerlines or points of intersections on tangents.

b. Permanent survey control monuments shall be set in two-inch pipe, twenty-four inches long, filled with concrete or shall be constructed of an approved equivalent. Permanent survey control monuments within a street shall be set after the street is paved. Every lot corner shall be marked by a three-fourths-inch galvanized iron pipe or approved equivalent, driven into the ground. If any land in a subdivision or short subdivision is contiguous to a meandered body of water, the meander line shall be re-established and shown on the final subdivision or short subdivision.

17. *Public Accessways.*

a. When necessary for public convenience or safety, the developer shall improve and dedicate to the public accessways to connect to cul-de-sac streets, to pass through oddly shaped or unusually long blocks and to provide for networks of public paths creating access to schools, parks, shopping centers, transit stops or other community services.

b. The accessway shall be of such design, width and location as reasonably may be required to facilitate public use. Where possible, said dedications may also accommodate utility easements and facilities.

18. *Clearing and Grading.* All clearing and grading shall be conducted in compliance with the provisions set forth in Chapter 22.86 MMC, Land Clearing and Forest Practices, and Chapter 22.42 MMC, Design Standards.

19. *Other Standards.* The proposal conforms to all other standards set forth in this title, other applicable provisions of the Monroe Municipal Code, and the development design standards.

20. *Fire Department.* The proposal conforms to all standards of Snohomish County Fire District 7.

D~~C~~. *Site Improvements.*

1. *Construction Drawings Submittal.*

a. Construction drawings shall not be formally accepted by the city until such time as the application has received preliminary subdivision or short subdivision approval; however, the city will review preliminary construction drawings in conjunction with the preliminary plat in order to provide timely feedback during the review process. Under no circumstances will construction drawings be approved prior to preliminary or short subdivision approval.

b. Construction drawings shall be prepared and submitted in accordance with the requirements of the conditions of approval and consistent with the Monroe Municipal Code and the development design standards.

2. *City Review/Approval of Construction Drawings.*

a. Upon receipt of the construction drawings, the public works director shall review the drawings to determine that the plans are in accordance with the development design standards and conditions of approval. The construction drawings shall contain the requirements set forth in this section and such additional requirements or information as the city shall deem necessary to adequately review the proposed subdivision and subdivision improvements.

b. Construction drawings shall also be routed for approval by the fire department and other departments as appropriate.

c. Construction drawings as required under this chapter shall be prepared for the city by or under the supervision of a registered civil engineer for the state of Washington, using a horizontal scale of not less than one inch equals fifty feet and a vertical scale of not less than one inch equals ten feet, based upon NGVD 88. Each drawing shall include the following information: name of the subdivision; scale; date; north arrow; drawing sheet number; name, address, signature and seal of the engineer; and a certification block stating that the plans have been reviewed and approved by the public works director and zoning administrator on a given date. The following information shall be included on the engineering drawings to be submitted:

i. A plan of the layout of the streets showing any proposed roadways, curbs and gutters, sidewalks, catch basins and drainage, including underground retention/detention facilities and computations;

ii. A profile of each street showing the existing and proposed elevation along the centerline, including one-hundred-foot minimum extensions beyond the limits of the subdivision;

iii. A typical cross-section of each street showing widths of roadways, type and thickness of surface and base and surface materials, curb locations, width and material of sidewalks and underground utilities;

iv. A plan of the proposed water system, and a plan and profile of the proposed sanitary sewer and storm drainage systems showing existing and proposed pipe sizes and types; grades, manholes, valves, fire hydrants, individual and utility stubs to each lot, and method of storm drainage collection and disposal for each lot and the subdivision as a whole;

v. A plan of the proposed landscaping, tree protection, and mitigation in accordance with conditions of approval.

d. If the city finds that the proposed improvements are not in accordance with the preliminary subdivision approval, the approved constructions drawings, and/or development requirements and standards of this code, the city shall return the drawings to the applicant along with a letter or plan detailing the corrections that need to be made.

e. If the drawings meet city standards, the public works director shall sign the drawings as approved. Upon approval of the construction drawings, the public works director shall notify the applicant to arrange for a preconstruction meeting and to make application for such permits as are necessary to proceed with the installation of any or all of the required improvements.

3. The city and other appropriate agencies will review the final approved preliminary subdivision, construction drawings, construction methods, and any other particulars with the applicant prior to the applicant's being given necessary construction permits or being authorized to proceed with site improvements. The parties will review and resolve any issues of concern prior to the commencement of construction.

ED. *Final Subdivision Process for Preliminary Subdivision and Short Subdivision.*

1. *Submit Method of Installing Site Improvements.*

a. The applicant shall notify the city, in writing, of which of the following methods the applicant proposes to ensure that all required improvements are constructed, or will be constructed, prior to the approval of the final subdivision:

i. By actual installation of all the improvements in accordance with the provisions of this code, the preliminary subdivision conditions, and the approved construction drawings. Improvements shall be subject to inspection and approval by the public works director and zoning administrator prior to the recording of the final subdivision. The applicant shall indicate the method to be used to install required improvements;

ii. The deposit of a performance bond with the city in an amount not less than one hundred fifty percent of the public works director's cost estimate for the

project for the remaining items. The project shall be substantially complete, meaning a minimum of ninety percent of the improvements are complete and items deemed crucial by the public works director are also complete. Such bond shall be conditioned on the completion of the project within a period ~~agreed upon with the city council~~ not to exceed two years from the date of final subdivision approval by the Zoning Administrator ~~city council as noted in the city council minutes~~;

iii. The creation of a set-aside fund for the benefit of the city in a form approved by the city attorney in an amount equal to one hundred fifty percent of the public works director's cost estimate for the project's remaining items in accordance with subsection (D)(1)(a)(ii) of this section.

2. *Method of Installing Improvements.* The public works director shall approve the method whereby the applicant is to provide and guarantee that all required improvements are constructed, or will be constructed, prior to the approval of the final subdivision. The city attorney shall review and approve the form by which any performance bond and/or set-aside fund is to be established by the applicant for the remaining items not completed.

3. *Review Construction Compliance.*

a. If the public works director finds that all the required improvements have not yet been installed within the required period (not greater than two years) from the date of approval of the final subdivision, the public works director shall notify the Zoning Administrator ~~city council in writing of the improvements not installed and provide a cost estimate for completion~~. The Zoning Administrator ~~city council~~ shall then determine the action that shall be taken with respect to the applicant and/or surety to assure completion of the subdivision.

b. If the public works director finds that all required improvements have been completed in accordance with the approved preliminary subdivision, the approved construction drawings and the standards and requirements of this code, the public works director shall notify the applicant to prepare as-built drawings and submit such drawings to the public works director.

4. *Submit As-Built Drawings.* The applicant shall prepare as-built drawings and submit such drawings to the public works director.

5. *Public Works Director Review/Approval of As-Built Drawings.* Upon receipt of the as-built drawings, the public works director shall review such drawings for completeness.

a. If the public works director finds that the as-built drawings are not in accordance with the preliminary subdivision, the approved construction drawings, and/or development requirements and standards of this code and the development design standards, the public works director shall return the drawings to the applicant along with a letter identifying the deficiencies.

b. If the public works director finds that the drawings meet city requirements, the public works director and public works superintendent shall sign a reproducible paper copy furnished by the applicant. The public works director shall notify the applicant to submit a maintenance bond and final subdivision application.

6. *Deposit a Maintenance Bond.* In addition to the performance and maintenance bonds required in Chapters 22.10, Administration and Enforcement, 22.46, Landscaping, and 22.80 MMC, Critical Areas, the applicant shall deposit with the city a maintenance bond or other acceptable surety that shall:

a. Warrant the successful operation of all required subdivision improvements and warrants against defects in labor and material, and against any damage or defects caused by construction activity on the site, for a period of two years from final subdivision approval;

b. The applicant shall be responsible for site maintenance during home construction. After home construction is complete, the applicant is responsible for cleanup of the site prior to final acceptance of all improvements and bond release. Cleanup includes, but is not limited to: storm drain lines, CB vactoring, detention facility cleaning, and street sweeping;

c. Provided further, that with regard to improvements accepted after final subdivision approval, the period shall be extended, as required, to include a period not less than one year from the date of acceptance by the city of the improvement;

d. The bond or other approved surety shall be submitted with the final subdivision application and shall be for fifteen percent of the estimated value of all the required subdivision improvements as determined by the public works director;

e. The maintenance bond or other approved surety shall be in addition to any warranty provided to guarantee the installation of required improvements;

f. The city attorney shall approve the form, sufficiency and manner of execution of the maintenance bond or surety;

g. Upon the termination of the warranty period, and upon restoration of the improvements to successful operation and the repair of any defects or damage in the improvements;

h. The public works director may withhold release of the bond or surety up to one year from the date of any restoration or repairs to ensure that the restoration or repairs were adequate.

7. *Submit Final Subdivision Application.* The applicant will file a final subdivision application that will include the information listed in the development design standards, and the following additional items:

a. A current certificate of title from a title company containing a legal description of the property to be subdivided and confirmation that the title of such property belongs to the stated owners. The certificate shall further demonstrate that any dedications or deeds to the city associated with the subdivision, including easements, will be free and clear of all encumbrances;

b. A certificate giving a full and correct description of the lands divided as they appear on the subdivision, including a statement that a subdivision has been made with the free consent and in accordance with the desire of the owner or owners;

If the subdivision is subject to a dedication, a certificate or a separate written instrument containing the dedication of all streets and other areas to the public, and individual or individuals, religious society or societies, or to any corporation, public or private, as shown on the subdivision, and a waiver of all claims for damage against any government authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of such road. The certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as a part of the final subdivision;

c. A performance bond, maintenance bond, or other acceptable surety in the forms previously approved by city council;

d. The fee, established in the city's fees resolution, for processing the final application.

8. *Review Final Subdivision Application Submission.* The city's DRC and any other appropriate parties will:

a. Review the final subdivision application to determine whether the application filing is complete and/or if the required application bond and fees have been posted;

b. If not complete and/or if the application fees have not been posted, the public works director will return the application to the applicant along with a checklist of the materials or information that has to be provided to properly process the request;

c. No application shall be deemed filed nor given a file name or number until all required information, attachments and fees are submitted;

d. The filing date shall be the date on which the city receives the last item needed to have a complete application, including all required information, attachments and fees;

e. If the information is complete, the application will be distributed to the appropriate departments for review.

9. *Review/Approval of Final Subdivision Application.* The city shall check the subdivision for accuracy and conformance with the approved preliminary subdivision and the requirement of city ordinances and state law.

a. The final subdivision shall consist of a subdivision map and survey information attachments. The approved preliminary subdivision may be used as the final subdivision provided all specification requirements of this section are included. The final subdivision map shall be prepared by or under the supervision of a land surveyor registered in the state of Washington and prepared in black ink on any standard material consistent with and conforming to Chapter 58.09 RCW and WAC 332-130-150 and acceptable to the city measuring eighteen inches by twenty-four inches in size. Each sheet, including the index sheet, shall conform to, and be compatible with, the Snohomish County recorder's recording standards and guidelines. The subdivision shall include the following information:

i. Information required by the preliminary subdivision approval, including the building envelopes, significant trees to be retained, and sensitive areas and buffers;

ii. The name of adjacent subdivisions and unplatted property shall be identified using dotted lines;

iii. The name of the subdivision, name(s) of the subdivider(s) and the name of the registered surveyor that prepared the subdivision shall be on all maps and surveyor notes;

iv. All lots shall be dimensioned and numbered consecutively starting with number (1) and show the lot area in accordance with this title;

v. The length and bearing of all straight lines, central angles, radii, and curve lengths of all curves;

vi. All dimensions along lot lines with accurate dimensions in feet and hundredths of feet with true bearings and angles to streets and alley lines;

vii. Suitable primary control points, approved by the public works director, or descriptions and ties to such control points, to which all dimensions, angles, bearings and similar data given on the subdivision shall be referred;

viii. Accurate distances, bearings, locations and dimensions of the subdivision boundary lines, street lines, monuments and corporate limit, township or section lines which are referenced to a survey datum as prescribed by the public works director;

ix. Show on the face of the subdivision map, all land which is offered for dedication to the city related to streets, alley ways, easements, sensitive areas and associated buffers, parks, open space and other public use and/or dedication to other person and persons or entities for other purposes as shown on the approved preliminary subdivision. Any dedication, donation or grant shown on the face of the subdivision shall be considered for all intent and purposes as a quit claim deed;

x. The final subdivision shall contain a legal description of the subdivision property;

xi. The final subdivision shall show the easement provisions, restrictions section, dedication and certification statements with appropriate signatures and seals, as set forth in greater detail in a checklist prepared by the public works director, before the subdivision is approved and recorded.

b. If the city finds that the subdivision is not in accordance with the preliminary subdivision and the conditions of approval, the approved construction drawings, and/or development requirements and standards of this code, the city shall return the subdivision application to the applicant along with a notice of the issues or decisions that were not complied with.

c. If the city finds that the subdivision meets city requirements, the subdivision will be routed to the zoning administrator for approval.

d. Upon approval, it shall be the applicant's responsibility to record the document at Snohomish County and provide the city with a conforming copy within ten days of recording.

10. *Approval of Final Subdivision.* When the zoning administrator finds that a subdivision proposed for final subdivision approval conforms to all terms of the preliminary subdivision approval and meets the requirements of this title and other applicable state laws and municipal ordinances, the city shall execute written approval on the face of the subdivision.

11. *Record Final Subdivision.*

a. The final subdivision shall consist of a subdivision map and survey information attachments. The final subdivision map shall be prepared by or under the supervision of a land surveyor registered in the state.

b. The final subdivision shall show the certification statements with appropriate signatures and seals as set out in the development design standards, before the subdivision is approved and recorded.

c. If the subdivision includes common property and/or easements or tracts that are not dedicated to the city, a homeowners' association is required. The planning department shall review the conditions, covenants, and restrictions (CC&Rs), and then such CC&Rs and other enabling document(s) shall be filed with the Snohomish County auditor's office prior to recording of the final subdivision.

d. The original of the final subdivision shall be filed for record with Snohomish County auditor's office; one reproducible copy shall be furnished to the zoning administrator and one paper copy shall be filed with the county assessor.

e. The applicant shall be responsible for providing the final subdivision to Snohomish County for recording within a timely manner.

FE. *Effect of Final Approval.* As required by RCW 58.17.170, a subdivision shall be governed by the terms of the approval of the final plat, and any lots created thereunder shall be a valid land use notwithstanding any change in zoning laws for a period of no less than five years from date of filing, unless the city council finds that a change in conditions in subdivision creates a serious threat to the public health or safety.

GF. *Subdivision Vacation.*

1. Any person interested in the vacation of any recorded subdivision or part of a recorded subdivision, or area dedicated for public use, shall file an application for vacation with the planning department. The application shall set forth the reasons for vacation and shall contain signatures of all parties having an ownership interest in that portion to be vacated. If the subdivision is subject to restrictive covenants which are filed at the time of approval of the subdivision, and the vacation would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the vacation.

2. Applications for subdivision vacation shall be processed as a Type III permit. The decision-maker shall conduct a public hearing on the application for a vacation and may approve or deny the application for vacation of the subdivision after determining the public use and interest to be served. If any portion of the land contained in the subdivision was dedicated to the public for public use or benefit, such land, if not deeded to the city, shall be deeded to the city unless the approval authority adopts written findings that the public

use would not be served in retaining title to those lands. Title to vacated property shall be governed by Chapter 58.17 RCW, Plats – Subdivision – Dedications.

HG. *Subdivision Alterations.*

1. Any person interested in the alteration of any approved subdivision shall submit an application for the alteration to the community development department. The application shall contain the signatures of the majority of those persons having an ownership interest of lots, tracts, parcels, sites, or divisions in the subject subdivision or portion to be altered and other application submittal materials as required. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration.

2. Alterations shall be reviewed in accordance with the process set out in Chapter 22.84 MMC, Permit Processing, for Type III permit applications.

3. If an alteration is approved, the applicant shall submit to the city a revised drawing of the approved alteration of the subdivision, which after signature of the decision-maker shall be filed by the applicant with the Snohomish County auditor's office to become the lawful subdivision of the property. The revised drawing shall be surveyed and prepared by a Washington State licensed land surveyor.

IH. *Preliminary Subdivision Modifications.*

1. Applications to modify preliminary subdivisions that have received preliminary approval that result in any substantial changes as determined by the city shall be considered major modifications and treated as a new application for purposes of vesting and processing. For the purpose of this section, substantial change includes the creation of additional lots, the elimination of open space, change to the overall layout that would change the quality of the design or product, or changes to conditions of approval on an approved preliminary subdivision.

2. Minor modifications shall be reviewed in accordance with the process set out in Chapter 22.84 MMC, Permit Processing, for Type II permit applications. The following modifications of preliminary plat approval may be reviewed administratively:

a. Engineering detail unless the proposed detail modifies or eliminates features specifically required as an element of the preliminary plat approval;

b. Minor changes in lot lines or lot dimensions;

c. A decrease in the number of lots to be created.

3. Minor modifications shall be reviewed for consistency with this chapter and the regulations of this title, as well as the following criteria:

a. The amendment maintains the design intent or purpose of the original approval;

b. The amendment does not cause a significant environmental or land use impact on or beyond the site;

c. The amendment is not precluded by the terms of this title or by state law from being decided administratively; and

d. Circumstances render it impractical, unfeasible or detrimental to the public interest to accomplish the subject condition or requirement of preliminary plat approval. (Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))

22.68.050 Model homes.

A. *Purpose.* The purpose of this chapter is to permit the construction of a limited number of model homes, as defined in Chapter 22.12 MMC, on an approved preliminary plat, prior to final plat approval. Allowing model homes provides the opportunity for builders and developers to showcase their product prior to final plat approval. Nothing in this chapter shall be construed as permitting model homes in short subdivisions. This chapter shall not be construed to supersede or amend the purpose and intent of this title.

B. *Approval Authority.* The zoning administrator is authorized to approve, approve conditionally, or deny model home applications, under the criteria set forth in this section.

C. *Eligibility.* A subdivision having received preliminary plat approval is eligible to submit a permit for model homes, provided the following criteria are met:

1. The applicant has submitted and received all required permits and approvals required of the preliminary plat approval.

2. All required retention and detention facilities necessary for the areas of the subdivision serving the model homes are in place and functional, to the satisfaction of the city engineer.

3. All critical areas upon or immediately adjacent to the areas of the subdivision serving the model home(s) have been protected or mitigated, in accordance with adopted critical areas regulations and preliminary plat approval.

4. The model home(s) and sales facility meet the access and fire protection requirements of the fire department.

5. All areas of the subdivision serving the model home(s) are served by an all-weather surface as approved by the city engineer and fire department.

6. All areas of the subdivision serving the model home(s) have installed frontage improvements including curb, gutter and sidewalk, as required by the preliminary plat approval or this code.

7. Water and sewer are installed to each lot proposed for model homes, as directed by the city engineer.

8. All proposed streets serving the model homes are adequately marked with street signs, to the satisfaction of the city engineer and fire department.

9. Lot property corners of all lots proposed to be used for the model home complex have been set by a licensed, professional land surveyor in accordance with the preliminary plat lot configuration.

10. Setbacks for the model home(s) shall be measured from the proposed lot lines and setbacks per the preliminary plat approval.

11. The number of model homes shall not exceed that allowed by subsection (D) of this section.

12. No two model homes in a subdivision shall have identical or nearly identical floor plans. Two model homes shall be considered to have nearly identical floor plans if the only difference between them is the mirror-reversal of the layout.

D. *Number Permitted.* The number of model homes permitted for each subdivision shall be no greater than twenty percent of the approved lots within the preliminary plat, not to exceed a total of seven homes. Two lots, in addition to those permitted for the model home(s), may be used to support one temporary sales office and one off-street parking area. In the event that calculation of the number of lots equal to twenty percent of the total number of preliminary lots creates a fractional lot, the number of permitted lots for model homes shall be rounded up, not to exceed the maximum allowed.

E. *Application Requirements.* The following information shall be required in addition to the standard submittal requirements for a single-family residential building permit:

1. The applicant shall have written authorization from the property owner permitting the model home(s) if the applicant is other than the owner of the approved preliminary plat;

2. Title report current within the last thirty days;

3. Name of approved preliminary plat as well as the proposed name of the final plat (if different);

4. Parent tax parcel number(s) involved in the complete development;

5. Date of preliminary plat approval;

6. Date of preliminary plat approval expiration;

7. Copy of adopting resolution or motion approving the preliminary plat approval;

8. Overall site plan showing the preliminary plat, including phases (if applicable) and the location of all proposed model homes;

9. Overall site plan shall include the location of proposed temporary improvements specific to the model home(s) use such as the location of signage, flags, banners, fencing, landscaping, sales trailer and impervious surfaces such as parking areas and sidewalks.

10. Parking shall be subject to the regulations of Chapter 22.44 MMC, Parking Standards and Design.

11. Individual site plans showing the location of the model home(s) in relation to the property lines and setbacks consistent with the preliminary plat approval;

12. Submittal of financial securities at one hundred fifty percent of a contractor's cost estimate, approved by the city, necessary to restore the site to conditions existing prior to the construction of the model home(s) and all associated structures and improvements;

13. Payment of model home review fee as set forth in the adopted fees resolution. The model home review fee shall be applicable only to the review of the overall model home complex site plan. All other applicable fees shall be paid for the proposed plat improvements and building permit fees prior to individual model home building permit issuance.

F. *Occupancy Requirements.*

1. Written approval from the city of Monroe shall be posted at the main entry to each model home, allowing public access to the model home.

2. No model home shall be occupied for residential use prior to recording of the final plat. No model home shall be sold, leased, rented or otherwise transferred in ownership until the final plat is recorded, unless the property interest is transferred in conjunction with a transfer in interest of the plat as a whole.

3. One preliminarily approved lot may be used to locate a temporary sales trailer for the purpose of marketing the model home(s). This provision is not intended to increase the number of model homes permitted under this section.

4. One preliminarily approved lot may be used to furnish off-street parking. This provision is not intended to increase the number of model homes permitted under this section.

5. The hours of operation of the model home complex shall be limited to daylight hours only, unless street lighting is installed to the satisfaction of the city engineer and fire department.

6. The model home(s) and sales trailer shall be used for the exclusive purpose of marketing the homes within the plat, not as a branch real estate office.

G. *Duration Permitted.* The model home(s) and/or sales trailer may be used for no more than twenty-four months from the date of the model home permit approval, or no longer than the expiration of the preliminary plat approval, whichever is greater.

H. *Removal.* The model home(s) and all associated improvements, including but not limited to a sales trailer and parking lot, shall be removed within six months of the following occurrences:

1. Preliminary plat approval has expired and no extension has been granted;

2. The subdivision was denied final plat approval and/or requires substantial improvements not consistent with the design of the preliminary approved plat in the opinion of the zoning administrator;

3. The approval period has expired, consistent with MMC 22.68.040(A)(5)(c).

Chapter 22.70
DEVELOPMENT AGREEMENTS

Sections:

22.70.010	**Purpose.** No Change
22.70.020	**Applicability.** No Change
22.70.040	**Review process.** REVISED
22.70.050	**Enforcement.** No Change
22.70.060	**Appeals.** No Change

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22.70.040 Review process.

A. *Review Type.* Pursuant to RCW 36.70B.020(4), development agreements are not "project permit applications." The decision of the city council to approve or reject a request for a development agreement shall be processed subject to the requirements in this chapter and shall include a fee, as established by the current fee resolution.

B. *Development Agreement Contents.* The proposed development agreement shall set forth the development standards and other provisions that apply to, govern, and vest the development, use, and mitigation of the real property for the duration of the agreement. The development agreement shall include all of the following provisions, when relevant, in accordance with any applicable laws or rules in effect at the time:

1. *Development Regulations and Design Standards.*

    a. Affordable housing units to be provided.

    b. Any land use actions and/or permits required to be completed prior to commencing development.

    c. Bulk requirements, including, but not limited to:

        i. Maximum building height.

ii. Maximum lot coverage.

iii. Minimum and maximum residential densities.

iv. Size range in square feet for each building.

v. Yard setbacks.

d. Critical areas and associated buffers.

e. Dedications.

f. Design standards.

g. Exterior lighting requirements.

h. Landscaping requirements and standards.

i. Legal description(s) of the site(s) encumbered by the development agreement.

j. Location(s) of nonresidential development.

k. Location(s) of residential development.

l. Parking stalls to be provided and applicable standards.

m. Parks and open space requirements.

n. Permitted uses for the site subject to the development agreement.

o. Proposed uses for the site subject to the development agreement.

2. *Environmental Impacts and Mitigation.*

a. Financing details for the implementation of required mitigation measures.

b. Measures to mitigate potential environmental impacts of the development agreement proposal per Chapter 43.21C RCW, including impacts to:

i. Aesthetics.

ii. Air.

iii. Animals.

iv. Earth.

v. Energy and natural resources.

vi. Environmental health.

vii. Historic and cultural preservation.

viii. Housing.

ix. Land use.

x. Light and glare.

xi. Noise.

xii. Plants.

xiii. Public facilities and services.

xiv. Recreation.

xv. Shoreline use.

xvi. Transportation.

xvii. Utilities.

xviii. Water.

c. Timing of implementation of required mitigation measures.

3. *Fees and Financial Obligations.*

a. Amount of fees agreed to or imposed.

b. Financial securities required.

c. Method and schedule of payment of fees agreed to or imposed.

d. Reimbursement provisions for the financing of services, infrastructure, and/or other facilities.

4. *Process Timing.*

a. Phasing schedule.

b. Review process and timing.

c. Vesting period for the development agreement.

5. Any other items deemed necessary by the city.

C. *Associated Land Use Actions.* Applications for land use actions associated with the development agreement shall comply with the following requirements:

1. Associated land use applications shall meet all submittal requirements applicable to the specific land use action, as identified in Chapter 22.84 MMC, Permit Processing.

2. Applications for associated land use actions shall be made on forms prescribed by the city.

3. Each land use application shall be subject to all applicable fees as established by the current fee resolution.

4. The review of other land use applications associated with the development agreement shall be consolidated under Chapter 22.84 MMC, Permit Processing, unless the applicant requests that the applications be submitted and processed separately.

D. *Public Notice.* Development agreements shall be subject to all noticing requirements applicable to Type V~~III~~ project permits, as specified in Chapter 22.84 MMC, Permit Processing.

E. *Public Hearing.* The city council shall only approve a development agreement after a public hearing has been conducted by the city council. If the development agreement relates to a project permit application, the provisions of Chapter 36.70C RCW shall apply to the appeal of the decision on the development agreement.

F. *Approval.* The city council is the final decision authority on development agreements. Approval by the city council of a development agreement shall be made by ~~resolution~~ ordinance.

G. *Decision Criteria.* The city council may enter into a proposed development agreement if the council finds, in its sole discretion, that the development agreement meets the following criteria:

1. The development agreement is consistent with applicable development regulations;

2. The development agreement is consistent with RCW 36.70B.170 through 36.70B.210;

3. The development agreement does not provide means of waiving or amending development regulations that would otherwise apply to the project;

4. The development agreement does not bypass any procedural requirements that would otherwise apply to the project;

5. The development agreement demonstrates reasonable certainty for completion of a project;

6. The development agreement shall promote the general welfare by balancing public and private interests; and

7. The project proposed by the development agreement must provide a significant public benefit.

H. *Recording.* According to RCW 36.70B.190, a development agreement shall be recorded with the real property records of the Snohomish County recording division. The development agreement shall be recorded within thirty days of the date of approval by the city council of the development agreement.

I. *Modifications.* Unless stated otherwise in the development agreement, modifications to an approved development agreement require city council approval. Requests for modifications shall follow the requirements of this chapter for an initial development agreement approval.

J. *Validity.* Once recorded, development agreements are binding between the parties and their successors throughout the duration of the development agreement specified within the agreement.

K. *Annual Review.* The city shall, at least every twelve months during the term of an executed development agreement, review the extent of good faith substantial compliance with the contractual obligations of the development agreement by the parties specified within the agreement.

Chapter 22.72

AMENDMENTS TO UNIFIED DEVELOPMENT REGULATIONS

Sections:

22.72.010 **Purpose.** No Change

22.72.020 **Applicability.** No Change

22.72.030 **General provisions.** No Change

22.72.040 **Review process.** REVISED

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22.72.040 Review process.

A. *Procedure.*

1. Applications for amendments to the unified development regulations shall follow the procedures for a Type ~~I~~V| project review, pursuant to MMC 22.84.030, Types of project permits.

2. Applications for amendments to the official zoning map by a property owner for a specific property ("site-specific rezone"), which is consistent with the Monroe comprehensive plan, shall follow the procedures for a Type ~~I~~V| land use action, as set out in Chapter 22.84 MMC, Permit Processing. Such site-specific rezones are a quasi-judicial land use proceeding, for which the hearing examiner will hold the open record public hearing and forward a recommendation to the city council. The city council is the final decision-making body.

3. Applications for an area-wide amendment to the official zoning map ("area-wide rezone"), which is consistent with the Monroe comprehensive plan, shall follow the procedures for a Type ~~I~~V| land use action, as set out in Chapter 22.84 MMC, Permit Processing.

4. An application for any amendment to the official zoning map that requires an amendment to the Monroe comprehensive plan shall be in accordance with Type ~~I~~V|

actions, as set out in Chapter 22.84 MMC, Permit Processing. In such cases, an application for an amendment to the official zoning map shall be submitted together with, or subsequent to, an application for a comprehensive plan amendment.

B. *Public Notice.* Amendments to the unified development regulations shall be subject to all applicable noticing requirements in MMC 22.84.050, Public notice requirements.

C. *Public Hearing.* Pursuant to Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, a public hearing is required for all amendments to the unified development regulations.

D. *Decision.* The final decision authority, as determined by Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, shall approve, approve with conditions, remand to the recommending authority for further proceedings, or deny the amendment.

E. *Decision Criteria.* An amendment to the unified development regulations shall not be granted by the decision authority unless the applicant demonstrates that the proposal meets all of the following criteria:

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

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

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

4. The proposed amendment advances the public interest of the community;

5. The amendment does not adversely affect public health, safety, or welfare; and

6. The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.

7. In addition to those criteria in subsections (E)(1) through (E)(6) of this section, amendments to the official zoning map (rezones) shall also meet all of the following criteria:

a. The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;

b. The amendment is compatible with the uses and zoning of the adjacent properties;

c. The proposed reclassification does not constitute a “spot” zone;

d. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;

e. The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or the unmitigated impacts are acceptable; and

f. The proposed reclassification is an extension of an existing zone, or a logical transition between zones.

F. *Conditions of Approval.* In approving a variance, the decision authority may attach thereto such conditions that they deem to be necessary or desirable in order to carry out the intent and purposes of this title. Additionally, the following conditions shall apply specifically to amendments to the official zoning map:

1. The city may require the applicant to submit a conceptual site plan prior to final approval being granted on an amendment to the zoning map.

2. The city may require the applicant to enter into a concomitant agreement with the city as a condition of the zoning map amendment and may, through that agreement, impose more restrictive development conditions than set out in this title that would be designed to mitigate potential impacts of the amendment and development pursuant thereto.

G. *Ordinance Required.* Action under this chapter, which amends the city’s development regulations and/or official zoning map, shall require the adoption of an ordinance by the city council, pursuant to the Monroe Municipal Code and state law.

H. *Revisions to the Official Zoning Map.* Following approval of an amendment to the City of Monroe Official Zoning Map, the city shall modify the official zoning map to reflect the change in zoning districts.

I. *Appeals.* The action of the decision-making body in granting or denying an application for an amendment to the unified development regulations is a final decision appealable to the authority for the specific project type, as identified in Table 22.84.060(B)(2): Decision-Making and Appeal Authorities. (Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))

Chapter 22.74

COMPREHENSIVE PLAN AMENDMENTS

Sections:

22.74.010 Amendment process. REVISED

22.74.020 Application requirements. No Change

22.74.030 Selection of amendments to be considered. No Change

22.74.040 Review of selected amendments. No Change

22.74.010 Amendment process.

A. *Amendment Schedule.* The public can submit requests for amendments to the comprehensive plan at any time; however, they will only be processed in accordance with these procedures once a year and conform to the following generalized schedule in Table 22.74.010: Schedule for Comprehensive Plan Amendment Review:

Table 22.74.010. Schedule for Comprehensive Plan Amendment Review

Month	Action
May and June	City issues press releases, advertisements or other "effective" means of public notice soliciting public requests for comprehensive plan amendment applications.
Last Working Day in July	The annual deadline for public submittals (including fees) of proposed plan amendments closes. Citizen-initiated plan amendment requests submitted after the last working day in July of each year will be processed during the following review and amendment cycle.
September ~~August~~	City staff forwards all amendment requests to the city council. The city council will hold a public hearing, including a presentation by the applicants, on the proposed items for the docket and select which amendment applications, with or without modifications, should be

Month	Action
	considered, along with a review schedule.
~~September/~~ October/November	City staff will begin review, analysis, and evaluation of docketed plan amendment proposals, including the SEPA threshold determination.
~~November~~	~~Staff presents the various amendment applications and analysis to the planning commission at a public hearing.~~
December through March	Planning commission reviews amendment applications and develops necessary plan amendments. Planning commission solicits public input through meetings and public hearings.
April	The planning commission holds a public hearing on the final proposal and forwards their recommendation to the city council.
May	City council considers recommendations and holds first reading of ordinance. Staff also forwards recommended plan amendments to Department of Commerce.
May through July	Department of Commerce mandatory 60-day review period.
July	City council takes final action on the plan amendments. Staff will transmit the approved amendments to Department of Commerce within 10 days of council adoption.

B. *Cumulative Impacts.* All plan amendment proposals shall be considered concurrently so that their cumulative impacts can be ascertained. The above schedule can be modified based on the number and complexity of the requested amendments.

C. *Exemptions and Emergencies.* The comprehensive plan may be amended no more than once a year, except for certain exemptions and emergencies. The following amendments may be considered more frequently than once a year:

1. Initial adoption of a sub-area or neighborhood plan(s) that does not modify the comprehensive plan policies and designations applicable to the subarea;

2. Adoption or amendment to a shoreline management program;

3. An emergency exists and findings are adopted by the city council (in resolution form) showing the amendment is necessary, due to an emergency situation of a neighborhood or citywide significance;

4. Resolution of an appeal of a comprehensive plan filed with a growth management hearings board or with a county, state or federal court; and

5. An amendment of the capital facilities element of the comprehensive plan that occurs concurrently with the adoption or amendment of the city budget.

6. Plan amendments related to annexation may be considered during the normal annexation process and need not necessarily be coordinated with the annual plan amendment schedule.

Chapter 22.84
PERMIT PROCESSING

Sections:

22.84.010 Purpose.
22.84.020 Applicability.
22.84.030 Types of project permits.
22.84.040 Application and review process.
22.84.050 Public notice requirements.
22.84.060 Project permit review.
22.84.070 Open record public hearings.
22.84.080 Appeals.

22.84.010 Purpose.

The purpose of this chapter is to combine and consolidate the application, review, and decision processes for projects in the city of Monroe in a manner that is clear, concise, and consistent. It is further intended to comply with state ~~guidelines~~ regulations for combining and expediting project review and integrating environmental review and land use development plans. ~~Final decisions on development proposals shall be made in a reasonable and timely manner. (Ord. 005/2019 § 10 (Exh. B))~~

22.84.020 Applicability.

A. All project permit proposals and approvals are subject to the provisions of this chapter unless specifically exempted by the following subsection.

B. *Exemptions.* The following permits and approvals are excluded from the procedures set forth in this title:

1. Street vacations shall be processed in accordance with Chapter 35.79 RCW and Chapter 12.24 MMC, Vacation of Rights-of-Way;

2. Right-of-way permits shall be processed in accordance with Chapter 12.36 MMC, Public Right-of-Way Disturbance and Restoration;

3. Special event permits shall be processed in accordance with Chapter 5.28 MMC, Special Events; and

~~4. Other permits as determined appropriate by the zoning administrator. (Ord. 005/2019 § 10 (Exh. B))~~

Building Permits that are exempt from environmental review under chapter 43.21RCW and Chapter 22.78 MMC, State Environmental Policy Act, or where environmental review has been completed in connection with other project permits.

5. Construction, civil, and engineering plans.

6. Permits or approvals relating to the use of public areas or facilities.

7. Wireless communication facilities that meet the regulatory requirements of Chapter 22.62 MMC, Wireless communication facilities, and consistent with federal laws.

22.84.030 Types of project permits.

For the purpose of project permit processing, all project permit applications shall be classified as one of the following: Type I, Type II, Type III, ~~or~~ Type IV, Type V, or Type VI.

A. *Type I Permits.* Type I permits set forth in Table 22.84.060(B)(1): Project Permit Types are minor administrative actions, and are not subject to public notice or a public hearing. Decisions on Type I actions are made by the zoning administrator. Type I project permits include the following actions:

1. Accessory Dwelling Units shall meet the requirements of MMC 22.16.050.

2. Administrative interpretations shall meet the requirements set out in MMC 22.10.060(A)(4).

3. Boundary line revisions ~~that are exempt from review under SEPA~~ shall meet the requirements set out in MMC 22.68.060, Boundary line revisions.

Commented [KT1]: Need to keep BLAs as Type 1, SB 5290 states the time clock does not apply.

4. Final binding site plan reviews shall meet the requirements set out in MMC 22.68.070, Binding site plans.

5. Final short subdivisions shall meet the requirements set out in MMC 22.68.040(D), Final Subdivision Process for Preliminary Subdivision and Short Subdivision.

6. Final subdivisions shall meet the requirements set out in MMC 22.68.040(D), Final Subdivision Process for Preliminary Subdivision and Short Subdivision

~~3. Development permits that are exempt from review under SEPA.~~

7. Land clearing/forest practices permits that are exempt from review under SEPA shall meet the requirements set out in Chapter 22.86 MMC, Land Clearing and Forest Practices.

8. Site plan reviews that are exempt from SEPA shall meet the requirements set out in Chapter 22.58 MMC, Site Plan Review.

9. Temporary use permits shall meet the requirements set out in Chapter 22.60 MMC, Temporary Uses.

B. *Type II Permits.* Type II permits set forth in Table 22.84.060(B)(1): Project Permit Types are major administrative actions subject to public notice. A public hearing is not required. Decisions on Type II actions are made by the zoning administrator. Type II permits include the following actions:

1. Design Review Administrative departures shall meet the requirements set out in MMC 22.42.100(A).

~~2. Accessory dwelling units shall meet the requirements set out in MMC 22.16.050, Accessory dwelling units.~~

2~~3~~. Preliminary binding site plans for less than ten lots shall meet the requirements set out in MMC 22.68.070, Binding site plans.

~~4. Boundary line revisions that are not exempt from review under SEPA shall meet the requirements set out in MMC 22.68.060, Boundary line revisions.~~

3~~5~~. ~~Development permits that are not exempt from review under SEPA~~

4~~6~~. Land clearing/forest practices permits that are not exempt from review under SEPA shall meet the requirements set out in Chapter 22.86 MMC, Land Clearing and Forest Practices.

5~~7~~. SEPA threshold determinations shall meet the requirements set out in MMC 22.78.080, Threshold determinations.

6~~8~~. Shoreline substantial development permits shall meet the requirements set out in MMC 22.82.110, Review process and criteria for substantial development permits.

7~~9~~. Preliminary short subdivisions shall meet the requirements set out in MMC 22.68.040(A), Preliminary Subdivisions and Short Subdivisions.

8~~10~~. Single-family dwelling exception to development moratoria shall meet the requirements set out in Chapter 22.86 MMC, Land Clearing and Forest Practices.

9. Site plan reviews that are not exempt from SEPA shall meet the requirements set out in Chapter 22.58 MMC, Site Plan Review.

10. Temporary encampments shall meet the requirements of Chapter 22.90 MMC, Temporary Encampments.

~~12. Unit lot subdivisions shall meet the requirements set out in Chapter 22.68 MMC, Subdivisions.~~

Commented [KT2]: Project on hold - this section will be revised when Council takes final action.

C. *Type III Permits.* Type III permits set forth in Table 22.84.060(B)(1): Project Permit Types are quasi-judicial actions subject to public notice and a public hearing. Decisions on Type III actions are made by the hearing examiner after consideration of a recommendation from the zoning administrator, unless otherwise specified in Table 22.84.060(B)(2): Decision-Making and Appeal Authorities. Type III permits include the following actions:

1. Administrative approval when a conflict of interest exists.

2. Preliminary binding site plans for ten or more lots shall meet the requirements set out in MMC 22.68.070, Binding site plans.

3. Conditional use permits shall meet the requirements set out in Chapter 22.64 MMC, Conditional Use Permits.

4. Reasonable use exceptions shall meet the requirements set out in MMC 22.80.050(C)(2), Reasonable Use Exception.

5. Removals of a six-year development moratorium shall meet the requirements set out in Chapter 22.86 MMC, Land Clearing and Forest Practices.

6. Shoreline conditional use permits shall meet the requirements set out in MMC 22.82.120(A), Shoreline Conditional Use Permits.

7. Shoreline variances shall meet the requirements set out in MMC 22.82.120(B), Shoreline Variances.

8. Site-specific zoning map amendment (site-specific rezone) shall meet the requirements set out in MMC 22.72.040.

9. Preliminary subdivisions shall meet the requirements set out in MMC 22.68.040(A), Preliminary Subdivisions and Short Subdivisions.

10. Project permit revocations and/or modifications set forth in MMC 84.10.100.

11~~10~~. Variances shall meet the requirements set out in Chapter 22.66 MMC, Variances.

12~~11~~. Variances from flood hazard regulations shall meet the requirements set out in MMC 14.01.160, Variances.

D. *Type IV Permits.* All Type IV actions set forth in Table 22.84.060(B)(1): Project Permit Types are quasi-judicial actions subject to public notice and a public hearing. Decisions on Type IV actions are made by the City Council with Hearing Examiner Recommendation ~~legislative actions and are not subject to the procedures in this chapter unless otherwise specified~~. Type IV permits include the following actions:

1. Site-specific rezones shall meet the requirements set out in Chapter 22.72 MMC, Amendments to Unified Development Regulations. The Hearing Examiner will hold the Open Record pre-decision hearing and forward a recommendation to the City Council for final action.

E. *Type V Permits.* All Type V actions set forth in Table 22.84.060(B)(1): Project Permit Types are quasi-judicial and/or legislative where the review and decision is made by the City Council. Decisions on Type V actions are made by the City Council. Type V permits include the following actions:

1. Development Agreements.

2. Annexations.

~~D~~F. *Type ~~I~~V Permits.* All Type ~~I~~V actions set forth in Table 22.84.060(B)(1): Project Permit Types are legislative actions and are not subject to the procedures in this chapter unless otherwise specified. Type ~~I~~V permit applications are subject to the following procedural requirements:

1. The planning commission shall hold a minimum of one public hearing on the application, unless otherwise specified in this chapter.

2. The planning commission shall make a written recommendation to the city council regarding Type ~~I~~V actions at the close of their final public hearing or at their next scheduled meeting. The written recommendation to the city council shall be one of the following:

   a. Recommendation for additional time and/or resources on the application;

   b. Recommendation of approval of the legislative action;

   c. Recommendation of approval of the legislative action with modifications;

   d. Recommendation of denial of the legislative action.

3. Type ~~I~~V applications require a minimum of one public hearing before the city council, held in accordance with established rules. The city council shall consider the recommendation of the planning commission and the public testimony in making its legislative decision.

4. The legislative action shall meet the process and criteria for the specific decision as set out in this title.

5. Type ~~I~~V permits include the following actions:

   a. Comprehensive plan amendments, including amendments to the future land use map, shall meet the requirements set out in Chapter 22.74 MMC, Comprehensive Plan Amendments.

   b. Unified development regulation amendments and citywide rezones shall meet the requirements set out in Chapter 22.72 MMC, Amendments to Unified Development Regulations.

~~c. Annexations shall meet the requirements set out in Chapter 22.76 MMC, Annexations.~~

d. Pre-annexation zoning shall meet the requirements set out in Chapter 35A.14 RCW.

22.84.040 Application and review process.

A. *Application Forms.* All applications for permits and other city approvals under the development regulations shall be submitted on forms provided by the department of community development. All applications shall be acknowledged by the property owner(s) and any interested parties, if applicable.

B. *Consolidated Permit Processing.* The city shall consolidate all project permit applications for a development proposal to integrate the development permit and environmental review processes, while avoiding duplication of the review processes. An applicant may request in writing that their permit reviews remain unconsolidated. Upon receiving a written request, the zoning administrator may allow for the permit applications to remain unconsolidated and be reviewed separately.

1. An application that involves two or more procedures may be processed collectively under the highest numbered procedure required for any part of the application or processed individually under each of the procedures identified by code. If the application is processed under the individual procedure option, the highest numbered type procedure must be processed prior to the subsequent lower numbered procedure. If multiple applications are submitted concurrently, the city shall process as a consolidated application unless notified otherwise by the applicant.

2. SEPA review shall be conducted concurrently with project review except where exempted by Chapter 22.78 MMC or a determination of significance is issued requiring the preparation of an environmental impact statement, Section 22.78.130 MMC, Environmental impact statements (EIS) and other environmental documents, and Chapter 43.21C RCW, State Environmental Policy.

3. Applications processed in accordance with this subsection (B), Consolidated Permit Processing, which have the same numbered procedure but are assigned to different hearing bodies, shall be consolidated and heard by the highest decision-making authority. The city council is the highest decision-making authority, followed by the hearing examiner, and then the zoning administrator.

4. Consolidated ~~P~~project permit applications are allowed a maximum of one open record public hearing.

C. *Preapplication Meetings.*

1. A preapplication meeting is optional, but encouraged, for applications for Type I and Type II permits.

2. Applications for Type III ~~and~~ through ~~I~~VI permits will not be accepted until the applicant has attended a preapplication meeting. This requirement may be waived by the zoning administrator.

3. The purpose of the preapplication meeting is to discuss the proposal, permit requirements, fees, review process, applicable plans, policies, and regulations.

4. The zoning administrator shall establish procedures, reasonable schedules, and staff participation for preapplication meetings.

5. The applicant shall be responsible for all staff costs related to the preapplication meeting.

6. Preapplication meetings are nonbinding, and shall not prevent the city from enforcing all applicable codes, ordinances, and regulations in effect at the time of application.

D. *Project Permit Applications.*

1. All applications submitted for review under this title shall include all the materials and information described in subsections (D)(1)(a) through (jl) of this section. ~~Development applications shall not be deemed complete until all of the materials and information specified in subsections (D)(1)(a) through (j) of this section are received and the associated application fees are paid in full, including, but not limited to Hearing Examiner and third-party Critical Area consultant deposits, when applicable.~~ The zoning administrator may also require such additional information as reasonably necessary to fully and properly evaluate the proposal. The following materials shall be submitted with a project permit application unless waived by the zoning administrator pursuant to subsection (D)(3) of this section:

Commented [KT3]: Updated - Subsection E address completeness.

a. The title and location of the proposed development, together with the names, addresses and telephone numbers of the record owner or owners of the land, and of the applicant, and, if applicable, the names, addresses and telephone numbers of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

b. The proposed use or uses of the land and buildings;

c. A site plan drawing or drawings at an engineering scale that allows the full development to be shown on a single page, either ANSI D (22" X 34") or ARCH D (24" X 36"). Additional drawings may be needed at a scale of not less than one inch for each fifty feet (1:50) which shall include or show:

i. The location of all existing and proposed structures, including, but not limited to, buildings, fences, culverts, bridges, roads and streets on the subject property;

ii. The boundaries of the property proposed to be developed;

iii. All proposed and existing buildings and setback lines;

iv. All areas, if any, to be preserved as buffers or to be dedicated to a public, private, or community use or for open space under the provisions of this or any other city ordinance, information regarding percentage of area covered, locations, and general types of landscaping;

v. All existing and proposed easements;

vi. The locations and size of all existing and proposed utility structures and lines;

vii. The storm water drainage systems for existing and proposed structures, including the location and extent of curbs and gutters;

viii. All means of vehicular and pedestrian ingress and egress to and from the site and the size and location of driveways, streets and roads;

ix. The location and design of off-street parking areas showing their size and locations of internal circulation and parking spaces;

x. Traffic volumes and flows estimated to be generated by the proposed development on adjacent roads;

xi. Location and extent of street dedication, widening or other road improvements;

xii. Location and extent of acceleration and deceleration lanes, if needed;

xiii. Location of traffic-control devices on and off the site;

xiv. The location of all loading spaces, including, but not limited to, loading platforms and loading docks where trucks will load or unload; and

xv. Location and area, in square feet, of all signs.

d. Topographic map or maps which delineate contours, both existing and proposed, at intervals of two feet and which locate existing lakes, streams and forested areas on the subject site and extending 10 feet onto adjacent parcels;

e. The existing zoning district of the proposed development site and any other zoning district within three hundred feet of the site;

f. The proposed number of square feet in paved or covered surfaces, whether covered by buildings, driveways, parking lots or any other structure covering land, and the total amount of square feet in the entire proposed development site;

g. The proposed number of dwelling units and number of bedrooms in the development;

h. The proposed number of square feet in gross floor area for each commercial and industrial use;

i. A description of each commercial and industrial use; and

j. The written approvals of the Snohomish health district, if required.;

k. Lighting plan consistent with the requirements of MMC Chapter 15.15, Lighting Standards, if required; and

l. Critical Areas Report, if required.

2. The applicant shall apply for all permits identified in the preapplication meeting, or as otherwise specified by the zoning administrator.

3. The zoning administrator shall have the authority to prepare and revise submittal requirements.

E. *Project Permit Application Completeness.* Upon receiving a date-stamped application, and payment of required fees, including but not limited to Hearing Examiner and third-party Critical Araes consultant deposits when applicable, the city shall route the application to the development review committee (DRC), described below, for review; within twenty-eight (28) days, the city shall provide the applicant with a written determination that the application is complete or incomplete and that the procedural submission requirements of the local government have not been met. If the city has not issued a letter of completeness or incompleteness within 28 days, the application is deemed procedurally complete on the 29th day. This does not preclude the city from requesting additional information or studies to make a written decision on the permit application.

1. *Determination of Completeness.*

a. A project permit application shall be declared complete only when it ~~contains all of the following materials~~ meets the procedural submission requirements outlined in the project permit application for the requested land use action that includes, but is not limited to:

i. A fully completed, signed, and acknowledged development application and all applicable review fees.

ii. A fully completed, signed, and acknowledged environmental checklist for projects subject to review under the State Environmental Policy Act.

iii. The information specified for the desired project in the appropriate chapters of this code and as identified in subsection (D)(1) of this section.

b. Following a determination of completeness, the city shall provide the applicant written comments that identify specific issues not in compliance with city regulations and standards. If the applicant does not respond to the requested corrections within thirty days of notice, the city may close the application due to inactivity.

2. *Determination of Incompleteness.*

a. For applications determined to be incomplete, the city shall identify, in writing, the specific requirements or information necessary to constitute a complete application.

b. If the requested additional information is not submitted within thirty (30) days of determining whether the application is incomplete, the application file shall be closed.

c. Upon submittal of the additional information, the city shall, within fourteen (14) days, issue a letter of completeness or identify what additional information is required to complete the application.

d. If the city does not provide the determination required by this section within ~~twenty-eight~~ fourteen (14) days, the application shall be deemed complete on the fifteenth (15) day for purposes of further processing~~, but that shall not preclude the city from requesting any additional information required for the application to be actually complete under the city's codes, nor shall it preclude the city from requesting additional information or studies as authorized by RCW 36.70B.070~~.

F. Review by effected urban service providers. Upon receipt of project permit applications, all applications will be sent to effected urban service providers and other governmental agencies for review and comment. This includes, but is not limited to:

1. Public and Private Utility and Service Providers. This includes, but is not limited to, the Snohomish Public Utility District, Puget Sound Energy, Williams Northwest Pipeline, Roosevelt Water District, etc.
2. Washington State Department of Transportation for all project permit applications that include and/or are adjacent to US-2, State Route 522, State Route 203, and/or the US-2 Bypass.
3. Burlington Northern Santa Fe Railroads for all project permit application that include and/or are adjacent to the BNSF railroad tracks, railroad crossing, or right-of-way.
4. Snohomish County for all project permit applications that include and/or are adjacent to land within Snohomish County or within an identified traffic concurrency zone or corridor.

G~~F~~. *Development Review Committee.*

1. The development review committee (DRC) is composed of city department heads or designees and ~~may include representatives from affected utility districts,~~ the Snohomish Regional Fire and Rescue district, and any other entities or agencies as deemed appropriate by the zoning administrator.

2. The DRC shall review the development application for compliance with city plans and regulations, coordinate necessary permit reviews, and identify the development's environmental impacts.

3. The zoning administrator or their designee shall route project permit applications to all affected city departments for review and comment. Timing of such routing shall be determined in consultation with

the DRC. Project permit applications shall be reviewed in accordance with applicable city policies and regulations. The zoning administrator shall set out time periods for review by affected departments and distribute information at DRC meetings.

HG. *Time Limits/Review Clock.* All review clocks are based on calendar days.

1. The city shall issue a notice of final decision on a project permit application for a preliminary long or short subdivision within ninety (90) days from the date of filing, pursuant to RCW 59.17.140(2).

2. The city shall issue a notice of final decision on a project permit application for a final subdivision or short subdivision within thirty (30) days from the date of filing, pursuant to RCW 59.17.140(2).

3. The city shall issue a notice of final decision on all other project permit applications as follows, ~~within one hundred twenty days~~ after the applicant is notified that the application is complete ~~or within fourteen days of approval~~:

a. Sixty-five (65) calendar days for applications that do not require public notice;

b. One hundred (100) calendar days for applications that require notice of application, but do not require a public hearing; and

c. One hundred seventy (170) calendar days for applications that require public notice and a public hearing.

4. The city shall exclude the following periods from the time limits of this subsection (G):

a. ~~Any time required to process necessary amendments to the comprehensive plan (including the initial adoption of subarea plans), or development regulations~~.

b. Any time between the day that the city has notified the application, in writing , that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant. ~~Any time required to correct plans, perform studies, or provide additional information; provided, that within fourteen (14) calendar days of receiving the requested additional information, the zoning administrator shall determine whether the information is adequate to resume the project review.~~

c. The time periods for a local government to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use, as required by the local government under RCW 36.70B.070. ~~Any time during which the application requests, in writing, substantial project revisions are made or requested by an applicant, in which case the one hundred twenty applicable review clock days will be calculated from the time that the city determines the revised application to be complete~~.

Commented [KT4]: SB 5290 expressly exempts comp plan & UDR amendments from the project permit time clocks.

Commented [KT5]: Revised for consistency with SB 5290

d. Any time required for the preparation and review of an environmental impact statement.

e. Any time required to complete the process for the siting of an essential public facility.

f. Any extension of time mutually agreed to, in writing, ~~upon~~ by the city and the applicant.

~~g. Any time required to obtain any necessary variance~~.

~~h. Any time required for any remand to the hearing body.~~

g. Any time period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the review project permit application until the time that the applicant notifies the local government, in writing, that they would like to resume the application.

h~~i~~. Any time required for any administrative appeal of project permits, if applicable.

~~j. Any specific amount of additional time that the city determines is necessary for the processing of a specific complete project permit application.~~

~~5. The city shall make every effort to process applications in a timely manner. When time limitations are not met, the city shall provide a written explanation to the applicant. The explanation shall state the reasons why the decision has not been issued and the estimated date of the decision. Alternatively, an applicant and the city can mutually agree to extend the time period for a decision. (Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))~~

22.84.050 Public notice requirements.

A. *Notice of Application.* A notice of application shall be issued in accordance with the provisions of this subsection.

1. The notice of application shall include, but is not limited to:

   a. The file number;

   b. The name, address, and phone number of applicant or applicant's representative;

   c. The date of application, the date of the notice of completeness, and the date of the notice of application;

   d. A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070;

e. The identification of other required permits not included in the application, to the extent known by the city;

f. A vicinity map;

g. The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document, the location where the application and any studies can be reviewed;

h. A statement of the duration of the public comment period;

i. A statement of the right of any person to comment on the application, receive notice of hearings, request a copy of the decision once made, and any appeal rights;

j. The date, time, place, and type of hearing, if applicable;

k. Any other information determined appropriate by the city; and

l. Identification of the responsible city official.

2. *Time Frame for Issuance of Notice of Application.*

a. The city shall issue a notice of application within fourteen (14) days after the city has made a determination of completeness of a project permit application.

b. If an open record public hearing is required for the requested project permit(s), the notice of application shall be provided at least (15) fifteen days prior to the hearing.

3. *Public Comment on the Notice of Application.*

a. The public comment period for a notice of application shall be a minimum of fourteen (14) days and a maximum of twenty-eight (28) days after notice issuance as determined appropriate by the zoning administrator.

b. All public comments received on the notice of application must be received by City Hall by five p.m. on the last day of the comment period. Comments may be mailed, emailed, or personally delivered. Comments should be as specific as possible and shall include the name and address of the commenting party.

c. The notice of application shall be distributed in accordance with subsection (E) of this section.

4. Except for a determination of significance (DS) or when issuing a determination of non-significance (DNS) under the optional DNS provisions, the city shall not issue its threshold determination or issue a decision or recommendation on a project permit until the expiration of the public comment period on the notice of application.

5. If the city issues a DS concurrently with the notice of application, the notice of application shall be combined with the DS and scoping notice. The DS and scoping notice may be issued prior to the notice of application.

B. *SEPA Notification.* Notification of a SEPA determination shall be in accordance with Chapter 22.78 MMC, State Environmental Policy Act, and the following:

1. Determinations of non-significance and mitigated determinations of non-significance shall be published in the city's newspaper of record a minimum of fourteen days before the comment period ends, if there is a comment period, or on the day of issuance, if there is no comment period.

2. Determinations of non-significance and mitigated determinations of non-significance shall be provided to the city's agency mailing list, the applicant, and parties of record in accordance with the timelines set out in MMC 22.84.040(G).

C. *Notice of Public Hearing/Public Meeting.*

1. The notice given of a public hearing/meeting required by this ~~title~~ chapter shall contain:

a. The name, address, and phone number of the applicant or the applicant's representative;

b. The date, time, and place of the hearing;

c. A description of the subject property reasonably sufficient to inform the public of its location, including but not limited to the use of a map or address and an assessor's parcel number;

d. The nature of the proposed use of development;

e. A statement that all interested persons may appear and provide testimony or comments, including the last date and time written comments may be submitted;

f. When information may be examined, and when and how written comments may be submitted;

g. The name and the telephone number of the city staff to contact where additional information may be obtained;

h. A statement that a copy of the application, all documents, and evidence relied upon by the applicant and applicable criteria are available for inspection;

i. A statement that a copy of the staff report will be available for inspection at City Hall at least seven days prior to the hearing and that copies will be provided at cost.

2. Notice of a public hearing/meeting shall be published one time in the city's newspaper of record a minimum of ten days before the public hearing/meeting date.

3. *Continuations.* If, for any reason, a meeting or hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a date certain and no further notice under this section is required.

D. *Notice of Decision.* The city shall provide a written notice of decision that also includes a statement of any SEPA threshold determination made and the procedures for administrative appeal. The notice shall be provided to the applicant and any person who, prior to the rendering of the decision, requested notice of decision or submitted substantive comments on the application. The staff report can be the notice of decision.

E. *Methods of Public Noticing.*

1. Posting of the property for Type II, III, and IV project permit applications shall consist of one or more notice boards posted at least ten (10) days prior to the date of hearing, or at least fourteen (14) days prior to the end of any required comment period, as follows:

a. A single noticeboard shall be placed by the city at the midpoint of the site street frontage or otherwise for maximum visibility and where it is visible to pedestrians.

b. Additional notice boards may be required when the site does not abut a public road or if large site abuts more than one public road; or if the zoning administrator determines that additional notice boards are necessary to provide adequate public notice.

2. Published notice is required for all public hearings and shall include the information listed in subsection (C) of this section.

3. All actions requiring posting shall be posted in two places in the city. The Monroe Library and City Hall are the preferred locations.

4. *Mailed Notice.*

a. The notice of application and/or public hearing notices shall be mailed to:

i. The applicant;

ii. All owners of property within five hundred feet of the subject property. The records of the Snohomish County assessor's office shall be used for determining the property owners of record within five hundred feet of the subject property. If the owner of the property that is the subject of the application owns an adjacent parcel(s), notice shall be given to any property owners within five hundred feet of that adjacent parcel.

iii. Any person who submitted written comments or who provided testimony at a public hearing on the application or who requested to be a party of record.

b. *Preliminary Plat Actions.* Preliminary plats require the following additional notice:

i. Notice of the filing of a preliminary plat and notice of public hearing shall be given to Snohomish County.

ii. Notice of the filing of a preliminary plat located adjacent to ~~SR~~US-2 and SR-522 shall be given to the Washington State Department of Transportation (WSDOT), who must respond within fifteen days of such notice. A notice of public hearing shall also be provided to the WSDOT.

c. All public notices shall be:

i. Deemed to have been provided or received on the date the notice is deposited in the mail or personally delivered, whichever occurs first.

ii. Considered supplementary to posted or published notice.

iii. Deemed satisfactory despite the failure of one or more owners, tenants, or residents to receive mailed notice.

5. Notices shall be mailed, posted, and published not less than fourteen (14) days prior to the close of a comment period on a notice of application and not less than ten (10) days prior to the public hearing date.
(Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))

22.84.060 Project permit review.

A. *Consistency with Applicable Regulations and Plans.*

1. When the city receives a project permit application, consistency between the proposed project and the applicable regulations in this ~~title~~ chapter and the policies set out in the Monroe comprehensive plan shall be determined through staff review of the project and the issuance of a permit or the preparation of a staff report to the decision body.

2. During project permit application review, the city shall determine whether the items listed in this section, as defined in the development regulations, are applicable to the proposed project and if the proposed project meets the development regulations. In the absence of applicable development regulations, the city shall determine whether the items listed in this section are defined in the city's adopted comprehensive plan and if the proposed project meets the comprehensive plan policies. This determination of consistency shall include, but is not limited to, the following:

a. The type of land use permitted at the site, including uses that may be allowed under certain circumstances, if the criteria for their approval have been satisfied;

b. The density and applicable bulk requirements of the development; and

c. Availability and adequacy of infrastructure and public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities, as required by Chapter 36.70A RCW; and

d. Character of the development, such as development standards.

3. The project permit application shall be reviewed for consistency with all criteria set out in this title for the project permit application type(s). alphabetical

B. *Project Permit Applications.* The following tables (Table 22.84.060(B)(1): Project Permit Types, Table 22.84.060(B)(2): Decision-Making and Appeal Authorities, and Table 22.84.060(B)(3): Required Procedures for Project Permit Applications) set out the required project permit decision-making and appeal processes.

Table 22.84.060(B)(1). Project Permit Types

Type I	Type II	Type III	Type IV	Type V	Type VI
Accessory Dwelling Unit	Binding Site Plan (<10 lots) – Preliminary	Administrative Approval (when a Conflict of Interest Exists)	Site-Specific Zoning Map Amendment[4] (Site-Specific Rezone)	Annexation	Area-Wide Zoning Map Amendment (Area-Wide Rezone)
Administrative Interpretation, MMC 22.10.060(A)(4)	Design Review Variances and Administrative Departures MMC 22.42.100(A)	Binding Site Plan (10+ Lots) – Preliminary		Development Agreement	Comprehensive Plan Amendment
Binding Site Plan – Final	Land Clearing/Forest Practices (not SEPA exempt)	Conditional Use			Pre-annexation Zoning [3]
Boundary Line Revision ~~(SEPA exempt)~~	SEPA Threshold Determination/ EIS Adequacy [1]	Critical Areas Reasonable Use Exception			Unified Development Regulations Amendment

Type I	Type II	Type III	Type IV	Type V	Type VI
Land Clearing Forest Practices (SEPA exempt)	Site Plan Review (Requires SEPA)	Project Permit Revocation or Modification			
Short Subdivision – Final	Shoreline Substantial Development	Removal of a Six-Year Development Moratorium			
Site Plan Review (SEPA Exempt)	Short Subdivision – Preliminary	Shoreline Conditional Use Permit [2]			
Subdivision – Final	Single-Family Dwelling Exception to Development Moratoria	Shoreline Variance [2]			
Temporary Use	Temporary Encampments[4]	Subdivision – Preliminary			
	~~Unit Lot Subdivision~~	Variance			
	~~Boundary Line Revision~~ ~~(not SEPA exempt)~~	Variance from Flood Hazard Regulation			
	~~Development Permit~~ ~~(not SEPA exempt)~~				

Commented [KT6]: This code amendment is on hold. The project will include any needed changes to this chapter at the time Council takes action.

Type I	Type II	Type III	Type IV	Type V	Type VI
~~Development Permit~~ ~~(SEPA exempt~~)	~~Accessory Dwelling Unit~~	~~Site-Specific Zoning Map Amendment~~ ~~(Site-Specific Rezone)~~[4]			

Table Notes:

1 Appeals based on the substantive authority of SEPA for conditions imposed outside the threshold determination process are appealable to the city council, as required by RCW 43.21C.060. Otherwise, appeals of SEPA threshold determinations and EIS adequacy are considered procedural determinations and therefore appealable to the hearing examiner per WAC 197-11-680(3)(iv).

2 Shoreline conditional use permits and variances require final approval by the Department of Ecology per Chapter 22.82 MMC, Shoreline Management.

3 City council shall hold two public hearings for a pre-annexation zoning~~e~~ application, as consistent with RCW 35A.14.340.

4 ~~The hearing examiner will hold the open record public hearing and forward a recommendation to the city council. The city council is the final decision-making body, appealable to superior court.~~ Appeal to Superior Court.

Table 22.84.060(B)(2). Decision-Making and Appeal Authorities

	Type I	Type II	Type III	Type IV	Type V	Type VI
Final Decision Authority	Zoning Administrator	Zoning Administrator	Hearing Examiner	City Council	City Council	City Council
Recommending Authority	N/A	N/A	Zoning Administrator	Hearing Examiner	N/A	Planning Commission
Appeal Authority	Hearing Examiner	Hearing Examiner, except shoreline permits to WA Shoreline	Snohomish County Superior Court, except shoreline permits to WA Shoreline	Snohomish County Superior Court		~~Snohomish County Superior Court~~, Growth Management Hearings Board

	Type I	Type II	Type III	Type IV	Type V	Type VI
		Hearings Board	Hearings Board			

Table 22.84.060(B)(3). Hearings

	Type I	Type II	Type III	Type IV	Type V	Type VI
Public Hearing Prior to Decision	N/A	N/A	Open Record	Open Record at Hearing Examiner Closed Record before City Council	Open Record	Open Record
Appeals: Public Hearing Type	Open Record	Open Record	Closed Record	None, appeal to Superior Court	None, appeal to Superior Court	None, appeal to Growth Management Hearings Board

Table 22.84.060(B)(4). Required Procedures for Project Permit Applications

Procedure	Type I	Type II	Type III	Type IV	Type V	Type VI
Preapplication Meeting	No	No	Yes	Yes	Yes	Yes [2]
Notice of Completeness	Yes	Yes	Yes	Yes	Yes	Yes [2]
Notice of Application	No	Yes	Yes	Yes	Yes	Yes [2]
SEPA Determination [1]	No	Yes	Yes	Yes	Yes	Yes
Notice of Hearing	No	No	Yes	Yes	Yes	Yes

Procedure	Type I	Type II	Type III	Type IV	Type V	Type VI
Notice of Decision	No	Yes	Yes	Yes	Yes	Yes

Notes:

1 In accordance with MMC 22.78.100, Use of exemptions, SEPA review is not required for projects that are deemed categorically exempt pursuant to WAC 197-11-800.

2 This requirement only applies to project-specific proposals.

C. *Third Party Review.* The zoning administrator or their designee shall route project permit applications to consultants as the zoning administrator determines necessary. All costs of consultant review shall be billed to the project applicant.

D. *Final Decision.* The final decision of the council or other decision body shall be effective on the date stated in the decision, motion, resolution, or ordinance. The date from which appeal periods shall be calculated is the date of issuance of the decision, as defined in MMC 22.12.040.

E. *Project Permit Approval Expiration.* The project permit shall be valid as outlined below in Table 22.84.060(E): Project Permit Approval Expiration from the date of issuance of the decision. The project is required to have development permits issued, or have final approval for preliminary and short subdivisions, prior to the end of the approval period.

Table 22.84.060(E). Project Permit Approval Expiration

Permit Type	Approval Period	One Extension Allowed
Conditional Use Permits	5 years	1 year
Shoreline Permits	2 years	1 year
Preliminary Short Subdivisions	3 years	1 year
Preliminary Subdivisions	5 years	1 year
All Land Use Project Permits Not Otherwise Listed	2 years	1 year
Building Permit	Per Chapter 15.04 MMC	Per Chapter 15.04 MMC

F. *Extensions.* Extensions to the approval expiration may be granted by the zoning administrator, provided one or more of the following criteria are met:

1. The construction permits can or will be issued within thirty days of the approval expiration; or

2. The city and/or other public agency's capital project needs to be completed ahead of the required improvements to allow for logical sequence of construction to prevent damage or disruption to the improvements being made; or

3. Expiration of the approval will create an unnecessary and unusual hardship to the applicant that is not self-created.

4. An extension to the approval expiration shall not be granted by the zoning administrator unless all of the following criteria are met:

   a. The need for the extension is not the result of deliberate actions of the applicant; and

   b. The public health, safety, and welfare are not endangered by allowing the extension.

G. *Substantial Revisions or Modifications to Proposal.*

1. A revision or modification to the contents of an application before or after issuance of the permit, either voluntarily or to conform with applicable standards and requirements, shall be deemed a new application for the purpose of vesting when the revision or modification would result in a significant increase in a project's impacts, as determined by the zoning administrator. In reaching a decision on whether a revision is significant, the zoning administrator's consideration shall include, but not be limited to, the magnitude of the revision and the effect on the environment; the environmental sensitivity of the site; any changes in location of significant elements of the project and their relationships to public facilities; the impact of the revision on the review clock; and impacts to surrounding lands and land uses.

2. Written notice of such determination of substantial revision or modification shall be provided to the applicant and to all parties of record.

3. Any revision or modification deemed by the zoning administrator to be substantial shall conform to the time periods set forth in MMC 22.84.040(G)(4). The review cycle for the revised project application shall begin with the date the revised project application is determined to be complete. The revised project application shall be subject to all laws, regulations, and standards in effect on the date of receipt of a complete, revised project application. (Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))

H. *Effect of irreconcilable applications on the same property.*

1. If an applicant submits an application that cannot be reconciled with a previously submitted application, preliminary or approved, on the same property, the previously submitted or approved application shall be deemed withdrawn by the applicant and it shall be rendered null and void. The zoning administrator shall notify the applicant that the previously submitted application has been deemed voided and will not be processed any further: original permit fees paid will not be returned. Withdrawal shall be deemed to occur even when the city has finished processing the previously submitted application.

2. Many inconsistencies between applications can be reconciled through corrections that are made during the development review process. This section is not intended to treat all inconsistencies as effecting a withdrawal of the earlier application.

3. Without limiting the generality of subsection (A) of this section, the following examples are intended to illustrate whether a subsequent application shall be deemed irreconcilable with an earlier application:

a. Examples of Irreconcilable Applications That Result in Withdrawal:

i. Applicant submits an application for a four-lot short plat on a particular property. Subsequently, another application is submitted for a three-lot short on the same property. Assuming there is not enough land area for seven lots, the two applications are irreconcilable because one could not construct both short plats. Hence, the prior application for a four-lot short plat is deemed withdrawn.

ii. Applicant submits a design review application for a 20-unit multifamily housing development. Subsequently, another design review application is submitted for a 30-unit multifamily housing development whose footprint would substantially overlap with the footprint of the structure shown for the 20-unit application. Because both structures would occupy substantially the same space they are irreconcilable and the 20-unit application would be deemed withdrawn.

b. Examples of Applications That May Be Inconsistent but Are Not Irreconcilable Resulting in Withdrawal.

i. Applicant submits an application for a four-lot short plat on a particular property. Subsequently, a building permit application is submitted for a single-family home the footprint of which would encroach into the setbacks as measured from the proposed short plat lot lines. Because the building permit application could be corrected to properly locate the footprint, the applications are reconcilable and do not cause a withdrawal of the short plat application.

ii. Applicant submits a landscaping plan that is insubstantially inconsistent with civil site-improvement plans that are submitted for the same property. If the two sets of plans can be

reconciled by submitting a corrected version of at least one of the two plans, then staff would seek corrections and withdrawal would not be deemed to occur.

22.84.070 Open record public hearings.

Public hearings on all Type III ~~and~~ through ~~I~~VI project permit applications, as defined in MMC 22.84.030(C) and (D), or on applications as otherwise required by code, shall be conducted in accordance with this chapter.

A. *Responsibilities of Zoning Administrator*. The zoning administrator shall:

1. Schedule an application for public review and/or public hearing.

2. Provide public notice, as required by MMC 22.84.050(C).

3. Prepare a staff report on the application, providing all pertinent information, including recommendations on project permits in the consolidated permit process that do not require an open record public hearing. The report shall state any mitigation required or proposed under the development regulations or the city's authority under SEPA. The staff report may constitute the permit and the notice of decision.

B. *Joint Public Hearings.*

1. The zoning administrator may combine a public hearing on a project permit application with a hearing held by another local, state, regional, federal, or other agency on the proposed action.

2. The applicant may request that the public hearing on a permit application be combined with a hearing held by another government agency if the joint hearing can be held within the time periods set forth in this title.

3. A joint public hearing may be held with another local, state, regional, federal or other agency and the city, as long as:

a. The other agency is not expressly prohibited by statute from doing so;

b. Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule;

c. The agency has received the necessary information about the proposed project from the applicant in enough time to hold its hearing at the same time as the city's hearing; and

d. The hearing is held within the incorporated city limits.

C. *Ethics.* The hearing body shall be subject to the code of ethics (RCW 35A.42.020), prohibitions on conflict of interest (RCW 35A.42.020 and Chapter 42.23 RCW), open public meetings act (Chapter 42.30 RCW), and appearance of fairness (Chapter 42.36 RCW) as the same now exist or may hereafter be amended. (Ord. 005/2019 § 10 (Exh. B))

22.84.080 Appeals.

A. *General Provisions.* Decisions on project permit applications shall be appealable, as provided in this section and consistent with MMC Table 22. 84.060(B)(2). Those land use and development decisions that are subject to an appeal shall become final unless an appeal is filled within the designated time to file an appeal.

1. *Standing to Initiate Appeal.* Only parties of record have standing to appeal the decision-maker's decision.

2. *Consolidation of Appeals.* All appeals of project permit application decisions, other than an appeal of determination of significance (DS), shall be considered together in a consolidated appeal. If an appeal of a SEPA threshold determination is filed and action on the project permit involves a pre-decision hearing, the appeal hearing and pre-decision hearing shall be combined.

3. *Time to File.*

a. ~~*Administrative*~~ *Appeal of Type I and II Project Permits.* Appeal of Type I or Type II project permit final decisions shall be to the Hearing Examiner. Appeals shall be filed within fourteen (14) days following the issuance of the notice of decision. A decision involving a SEPA determination of non-significance which required public comments shall have the appeal period extended an additional seven (7) days. An appeal of the decision, together with the appeal fee, must be received at City Hall before five p.m. on the last business day of the appeal period.

b. ~~*Judicial*~~ *Appeal of Type III, IV, and V Project Permits.* ~~Judicial appeals Appeal of~~ Type III or Type IV project permit final decisions shall be filed in Snohomish County superior court by filing a land use petition within twenty-one (21) days pursuant to Chapter 36.70C RCW, or in the case of a shoreline permit, to the Shoreline Hearings Board pursuant to RCW 90.58.140.

c. *Appeal of Type VI Project Permits.* Type V project permit final decisions shall be filed with the WA Growth Management Hearings Board by filing petition within sixty (60) days of the after publication of the adopting ordinance or summary of the ordinance pursuant to RCW 36.70A.290 (GMHB – Petitions – Evidence)

d. *Computation of Time.* For the purposes of computing the time for filing an appeal, the day the decision-maker's decision is rendered shall not be included. The last day of the appeal period shall be

included unless it is a Saturday, Sunday, or a day designated by RCW 1.16.050 or by the city's ordinances as a legal holiday, then that day also is excluded and the filing must be completed by five p.m. on the next business day.

4. *Content of Appeal.* Appeals shall be in writing, be accompanied by the appeal fee, and contain the following information:

a. Appellant's name, address and phone number;

b. Identification of the application which is the subject of the appeal;

c. Appellant's statement of grounds for appeal and the facts upon which the appeal is based;

d. The relief sought;

e. A statement that the appellant has read the appeal and believes the contents to be true, signed by the appellant.

5. *Effect.* The timely filing of an appeal shall stay the effective date of the decision-maker's decision until such time as the appeal is adjudicated or withdrawn.

6. *Burden of Proof.* The appellant shall have the burden of proof by a preponderance of evidence that the decision was not supported by substantial evidence, except SEPA threshold determinations, as to which the appellant shall have the burden of proof by a clearly erroneous standard.

B. ~~*Administrative*~~ *Appeal* *of Type I and II Administrative Project Permits*. Applicants or parties of record may appeal Type I and II administrative approvals in writing to the appeal authority specified in Table 22.84.060(B)(2): Decision-Making and Appeal Authorities ~~within fourteen calendar days of the decision at an open record hearing~~.

1. *Notice of Appeal.* The zoning administrator shall provide public notice of the appeal, as provided in MMC 22.84.050.

2. *Procedures for Open Record Hearing.* Appeals of administrative approvals that did not include a pre-decision hearing shall be considered an open record hearing. The provisions of MMC 22.84.070 shall apply.

3. *Procedures for Closed Record Hearing.* Appeals of administrative approvals that were subject to an open record pre-decision hearing shall be considered in a closed record hearing. The provisions of MMC 22.84.070 shall apply to a closed record hearing, provided the closed record decision shall be on the record before the hearing body, and no new evidence shall be presented.

4. *Decision.* The hearing body may affirm, reverse in whole or in part, or may modify the permit or decision being appealed, or may remand the matter back to city staff with directions for further

processing. If the application is remanded back to city staff for further processing, the hearing body's decision shall not be considered a final decision, except for purposes of application time limitations. If a new decision is issued by the city, a new appeal period shall commence consistent with the provisions of this chapter.

C. *SEPA Appeals.* Appeals of environmental determinations under SEPA shall be processed subject to the applicable provisions of MMC 22.78.180, SEPA administrative appeals, RCW 43.21C.075, Appeals, and WAC 197-11-680, Appeals.

D. ~~*Judicial*~~ *Appeal of Type III, IV, and V Quasi-Judicial Project Permits.* The city's final decision on an application may be appealed by a party of record, with standing, to file a land use petition in Snohomish County court. Such petition must be filed within twenty-one (21) days of issuance of the decision, as provided in Chapter 36.70C RCW.

1. Notice of the appeal and any other pleadings to be filed with the court shall be served on the city as required by law.

2. The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The appellant shall post with the city clerk or their designee prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk or their designee. Any overage will be promptly returned to the appellant. (Ord. 001/2025 § 3 (Exh. B); Ord. 005/2019 § 10 (Exh. B))

E. *Appeal of Type VI Legislative Project Permits.* The city's final decision on legislative actions relating to the comprehensive plan, development regulations, or amendments thereto, application may be appealed by a party of record, with standing, to file an appeal with the WA Growth Management Hearings Board, consistent with Chapter 36.70A.290 RCW. Such petition must be filed within sixty-days (60) days after publication.

1. Notice of the appeal and any other pleadings to be filed with the court shall be served on the city as required by law.

2. The cost of transcribing and preparing all records ordered certified by the court or desired by the appellant for such appeal shall be borne by the appellant. The appellant shall post with the city clerk or their designee prior to the preparation of any records an advance fee deposit in the amount specified by the city clerk or their designee. Any overage will be promptly returned to the appellant.

CERTIFICATION OF ENROLLMENT

SECOND SUBSTITUTE SENATE BILL 5290

Chapter 338, Laws of 2023

68th Legislature
2023 Regular Session

PROJECT PERMITS—LOCAL PROJECT REVIEW—VARIOUS PROVISIONS

EFFECTIVE DATE: July 23, 2023—Except for section 7, which takes effect January 1, 2025.

Passed by the Senate April 17, 2023
Yeas 47 Nays 0

DENNY HECK

President of the Senate

Passed by the House April 10, 2023
Yeas 98 Nays 0

LAURIE JINKINS

Speaker of the House of Representatives

Approved May 8, 2023 1:17 PM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SECOND SUBSTITUTE SENATE BILL 5290** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

May 10, 2023

Secretary of State
State of Washington

SECOND SUBSTITUTE SENATE BILL 5290

AS AMENDED BY THE HOUSE

Passed Legislature - 2023 Regular Session

State of Washington 68th Legislature 2023 Regular Session

By Senate Ways & Means (originally sponsored by Senators Mullet, Kuderer, Fortunato, Liias, Nobles, Saldaña, and C. Wilson; by request of Office of the Governor)

READ FIRST TIME 02/24/23.

AN ACT Relating to consolidating local permit review processes; amending RCW 36.70B.140, 36.70B.020, 36.70B.070, 36.70B.080, and 36.70B.160; reenacting and amending RCW 36.70B.110; adding new sections to chapter 36.70B RCW; creating new sections; and providing an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. RCW 36.70B.140 and 1995 c 347 s 418 are each amended to read as follows:

(1) A local government by ordinance or resolution may exclude the following project permits from the provisions of RCW 36.70B.060 through 36.70B.090 and 36.70B.110 through 36.70B.130: Landmark designations, street vacations, or other approvals relating to the use of public areas or facilities, or other project permits, whether administrative or quasi-judicial, that the local government by ordinance or resolution has determined present special circumstances that warrant a review process or time periods for approval which are different from that provided in RCW 36.70B.060 through 36.70B.090 and 36.70B.110 through 36.70B.130.

(2) A local government by ordinance or resolution also may exclude the following project permits from the provisions of RCW 36.70B.060 and 36.70B.110 through 36.70B.130: Lot line or boundary

adjustments and building and other construction permits, or similar administrative approvals, categorically exempt from environmental review under chapter 43.21C RCW, or for which environmental review has been completed in connection with other project permits.

(3) A local government must exclude project permits for interior alterations from site plan review, provided that the interior alterations do not result in the following:

(a) Additional sleeping quarters or bedrooms;

(b) Nonconformity with federal emergency management agency substantial improvement thresholds; or

(c) Increase the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

(4) Nothing in this section exempts interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes.

(5) For purposes of this section, "interior alterations" include construction activities that do not modify the existing site layout or its current use and involve no exterior work adding to the building footprint.

NEW SECTION. **Sec. 2.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of funds appropriated for this specific purpose, the department of commerce must establish a consolidated permit review grant program. The department may award grants to any local government that provides, by ordinance, resolution, or other action, a commitment to the following building permit review consolidation requirements:

(a) Issuing final decisions on residential permit applications within 45 business days or 90 calendar days.

(i) To achieve permit review within the stated time periods, a local government must provide consolidated review for building permit applications. This may include an initial technical peer review of the application for conformity with the requirements of RCW 36.70B.070 by all departments, divisions, and sections of the local government with jurisdiction over the project.

(ii) A local government may contract with a third-party business to conduct the consolidated permit review or as additional inspection

staff. Any funds expended for such a contract may be eligible for reimbursement under this act.

(iii) Local governments are authorized to use grant funds to contract outside assistance to audit their development regulations to identify and correct barriers to housing development.

(b) Establishing an application fee structure that would allow the jurisdiction to continue providing consolidated permit review within 45 business days or 90 calendar days.

(i) A local government may consult with local building associations to develop a reasonable fee system.

(ii) A local government must determine, no later than July 1, 2024, the specific fee structure needed to provide permit review within the time periods specified in this subsection (1)(b).

(2) A jurisdiction that is awarded a grant under this section must provide a quarterly report to the department of commerce. The report must include the average and maximum time for permit review during the jurisdiction's participation in the grant program.

(3) If a jurisdiction is unable to successfully meet the terms and conditions of the grant, the jurisdiction must enter a 90-day probationary period. If the jurisdiction is not able to meet the requirements of this section by the end of the probationary period, the jurisdiction is no longer eligible to receive grants under this section.

(4) For the purposes of this section, "residential permit" means a permit issued by a city or county that satisfies the conditions of RCW 19.27.015(5) and is within the scope of the international residential code, as adopted in accordance with chapter 19.27 RCW.

NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of funds appropriated for this specific purpose, the department of commerce must establish a grant program for local governments to update their permit review process from paper filing systems to software systems capable of processing digital permit applications, virtual inspections, electronic review, and with capacity for video storage.

(2) The department of commerce may only provide a grant under this section to a city if the city allows for the development of at least two units per lot on all lots zoned predominantly for residential use within its jurisdiction.

NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70B RCW to read as follows:

(1) Subject to the availability of amounts appropriated for this specific purpose, the department of commerce must convene a digital permitting process work group to examine potential license and permitting software for local governments to encourage streamlined and efficient permit review.

(2) The department of commerce, in consultation with the association of Washington cities and Washington state association of counties, shall appoint members to the work group representing groups including but not limited to:

(a) Cities and counties;

(b) Building industries; and

(c) Building officials.

(3) The department of commerce must convene the first meeting of the work group by August 1, 2023. The department must submit a final report to the governor and the appropriate committees of the legislature by August 1, 2024. The final report must:

(a) Evaluate the existing need for digital permitting systems, including impacts on existing digital permitting systems that are already in place;

(b) Review barriers preventing local jurisdictions from accessing or adopting digital permitting systems;

(c) Evaluate the benefits and costs associated with a statewide permitting software system; and

(d) Provide budgetary, administrative policy, and legislative recommendations to increase the adoption of or establish a statewide system of digital permit review.

Sec. 5. RCW 36.70B.020 and 1995 c 347 s 402 are each amended to read as follows:

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Closed record appeal" means an administrative appeal on the record to a local government body or officer, including the legislative body, following an open record hearing on a project permit application when the appeal is on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

(2) "Local government" means a county, city, or town.

(3) "Open record hearing" means a hearing, conducted by a single hearing body or officer authorized by the local government to conduct such hearings, that creates the local government's record through testimony and submission of evidence and information, under procedures prescribed by the local government by ordinance or resolution. An open record hearing may be held prior to a local government's decision on a project permit to be known as an "open record predecision hearing." An open record hearing may be held on an appeal, to be known as an "open record appeal hearing," if no open record predecision hearing has been held on the project permit.

(4) "Project permit" or "project permit application" means any land use or environmental permit or license required from a local government for a project action, including but not limited to ((~~building permits,~~)) subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits or approvals required by critical area ordinances, site-specific rezones ((~~authorized by a comprehensive plan or subarea plan~~)) which do not require a comprehensive plan amendment, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations except as otherwise specifically included in this subsection.

(5) "Public meeting" means an informal meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the local government's decision. A public meeting may include, but is not limited to, a design review or architectural control board meeting, a special review district or community council meeting, or a scoping meeting on a draft environmental impact statement. A public meeting does not include an open record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the local government's project permit application file.

Sec. 6. RCW 36.70B.070 and 1995 c 347 s 408 are each amended to read as follows:

(1)(a) Within ((~~twenty-eight~~)) 28 days after receiving a project permit application, a local government planning pursuant to RCW 36.70A.040 shall ((~~mail or~~)) provide ((~~in person~~)) a written determination to the applicant((~~, stating~~)).

(b) The written determination must state either:

((~~(a)~~)) (i) That the application is complete; or

((~~(b)~~)) (ii) That the application is incomplete and that the procedural submission requirements of the local government have not been met. The determination shall outline what is necessary to make the application procedurally complete.

(c) The number of days shall be calculated by counting every calendar day.

(d) To the extent known by the local government, the local government shall identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application.

(2) A project permit application is complete for purposes of this section when it meets the procedural submission requirements of the local government ((~~and is sufficient for continued processing even though additional information may be required or project modifications may be undertaken subsequently~~)), as outlined on the project permit application. Additional information or studies may be required or project modifications may be undertaken subsequent to the procedural review of the application by the local government. The determination of completeness shall not preclude the local government from requesting additional information or studies either at the time of the notice of completeness or subsequently if new information is required or substantial changes in the proposed action occur. However, if the procedural submission requirements, as outlined on the project permit application have been provided, the need for additional information or studies may not preclude a completeness determination.

(3) The determination of completeness may include or be combined with the following ((~~as optional information~~)):

(a) A preliminary determination of those development regulations that will be used for project mitigation;

(b) A preliminary determination of consistency, as provided under RCW 36.70B.040; ((~~or~~))

(c) Other information the local government chooses to include; or

(d) The notice of application pursuant to the requirements in RCW 36.70B.110.

(4)(a) An application shall be deemed procedurally complete on the 29th day after receiving a project permit application under this section if the local government does not provide a written determination to the applicant that the application is procedurally incomplete as provided in subsection (1)(b)(ii) of this section. When

the local government does not provide a written determination, they may still seek additional information or studies as provided for in subsection (2) of this section.

(b) Within ((~~fourteen~~)) 14 days after an applicant has submitted to a local government additional information identified by the local government as being necessary for a complete application, the local government shall notify the applicant whether the application is complete or what additional information is necessary.

(c) The notice of application shall be provided within 14 days after the determination of completeness pursuant to RCW 36.70B.110.

Sec. 7. RCW 36.70B.080 and 2004 c 191 s 2 are each amended to read as follows:

(1)(a) Development regulations adopted pursuant to RCW 36.70A.040 must establish and implement time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application meets the requirements of those development regulations. The time periods for local government actions for each type of complete project permit application or project type should not exceed ((~~one hundred twenty days, unless the local government makes written findings that a specified amount of additional time is needed to process specific complete project permit applications or project types~~)) those specified in this section.

((~~The~~)) (b) For project permits submitted after January 1, 2025, the development regulations must, for each type of permit application, specify the contents of a completed project permit application necessary for the complete compliance with the time periods and procedures.

((~~(2)~~)) (c) A jurisdiction may exclude certain permit types and timelines for processing project permit applications as provided for in RCW 36.70B.140.

(d) The time periods for local government action to issue a final decision for each type of complete project permit application or project type subject to this chapter should not exceed the following time periods unless modified by the local government pursuant to this section or RCW 36.70B.140:

(i) For project permits which do not require public notice under RCW 36.70B.110, a local government must issue a final decision within 65 days of the determination of completeness under RCW 36.70B.070;

(ii) For project permits which require public notice under RCW 36.70B.110, a local government must issue a final decision within 100 days of the determination of completeness under RCW 36.70B.070; and

(iii) For project permits which require public notice under RCW 36.70B.110 and a public hearing, a local government must issue a final decision within 170 days of the determination of completeness under RCW 36.70B.070.

(e) A jurisdiction may modify the provisions in (d) of this subsection to add permit types not identified, change the permit names or types in each category, address how consolidated review time periods may be different than permits submitted individually, and provide for how projects of a certain size or type may be differentiated, including by differentiating between residential and nonresidential permits. Unless otherwise provided for the consolidated review of more than one permit, the time period for a final decision shall be the longest of the permit time periods identified in (d) of this subsection or as amended by a local government.

(f) If a local government does not adopt an ordinance or resolution modifying the provisions in (d) of this subsection, the time periods in (d) of this subsection apply.

(g) The number of days an application is in review with the county or city shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

(i) Any period between the day that the county or city has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant;

(ii) Any period after an applicant informs the local government, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the local government, in writing, that they would like to resume the application. A local government may set conditions for the temporary suspension of a permit application; and

(iii) Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.

(h) The time periods for a local government to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use, as required by the local government under RCW 36.70B.070.

(i) If, at any time, an applicant informs the local government, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the county or city has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for local government action to issue a final decision for each type of project permit that is subject to this chapter. Any written notice from the local government to the applicant that additional information is required to further process the application must include a notice that nonresponsiveness for 60 consecutive days may result in 30 days being added to the time for review. For the purposes of this subsection, "nonresponsiveness" means that an applicant is not making demonstrable progress on providing additional requested information to the local government, or that there is no ongoing communication from the applicant to the local government on the applicant's ability or willingness to provide the additional information.

(j) Annual amendments to the comprehensive plan are not subject to the requirements of this section.

(k) A county's or city's adoption of a resolution or ordinance to implement this subsection shall not be subject to appeal under chapter 36.70A RCW unless the resolution or ordinance modifies the time periods provided in (d) of this subsection by providing for a review period of more than 170 days for any project permit.

(l)(i) When permit time periods provided for in (d) of this subsection, as may be amended by a local government, and as may be extended as provided for in (i) of this subsection, are not met, a portion of the permit fee must be refunded to the applicant as provided in this subsection. A local government may provide for the collection of only 80 percent of a permit fee initially, and for the collection of the remaining balance if the permitting time periods are met. The portion of the fee refunded for missing time periods shall be:

(A) 10 percent if the final decision of the project permit application was made after the applicable deadline but the period from the passage of the deadline to the time of issuance of the final decision did not exceed 20 percent of the original time period; or

(B) 20 percent if the period from the passage of the deadline to the time of the issuance of the final decision exceeded 20 percent of the original time period.

(ii) Except as provided in RCW 36.70B.160, the provisions in subsection (1)(i) of this section are not applicable to cities and counties which have implemented at least three of the options in RCW 36.70B.160(1) (a) through (j) at the time an application is deemed procedurally complete.

(2)(a) Counties subject to the requirements of RCW 36.70A.215 and the cities within those counties that have populations of at least ((~~twenty thousand~~)) 20,000 must, for each type of permit application, identify the total number of project permit applications for which decisions are issued according to the provisions of this chapter. For each type of project permit application identified, these counties and cities must establish and implement a deadline for issuing a notice of final decision as required by subsection (1) of this section and minimum requirements for applications to be deemed complete under RCW 36.70B.070 as required by subsection (1) of this section.

(b) Counties and cities subject to the requirements of this subsection also must prepare an annual performance report((~~s~~)) that ((~~include, at a minimum, the following information for each type of project permit application identified in accordance with the requirements of (a) of this subsection:~~

~~(i) Total number of complete applications received during the year;~~

~~(ii) Number of complete applications received during the year for which a notice of final decision was issued before the deadline established under this subsection;~~

~~(iii) Number of applications received during the year for which a notice of final decision was issued after the deadline established under this subsection;~~

~~(iv) Number of applications received during the year for which an extension of time was mutually agreed upon by the applicant and the county or city;~~

~~(v) Variance of actual performance, excluding applications for which mutually agreed time extensions have occurred, to the deadline established under this subsection during the year; and~~

~~(vi) The mean processing time and the number standard deviation from the mean.~~

~~(c) Counties and cities subject to the requirements of this subsection must:~~

~~(i) Provide notice of and access to the annual performance reports through the county's or city's website; and~~

~~(ii) Post electronic facsimiles of the annual performance reports through the county's or city's website. Postings on a county's or city's website indicating that the reports are available by contacting the appropriate county or city department or official do not comply with the requirements of this subsection.~~

~~If a county or city subject to the requirements of this subsection does not maintain a website, notice of the reports must be given by reasonable methods, including but not limited to those methods specified in RCW 36.70B.110(4).~~

~~(3)~~)) includes information outlining time periods for certain permit types associated with housing. The report must provide:

(i) Permit time periods for certain permit processes in the county or city in relation to those established under this section, including whether the county or city has established shorter time periods than those provided in this section;

(ii) The total number of decisions issued during the year for the following permit types: Preliminary subdivisions, final subdivisions, binding site plans, permit processes associated with the approval of multifamily housing, and construction plan review for each of these permit types when submitted separately;

(iii) The total number of decisions for each permit type which included consolidated project permit review, such as concurrent review of a rezone or construction plans;

(iv) The average number of days from a submittal to a decision being issued for the project permit types listed in subsection (2)(a)(ii) of this section. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a decision is issued on the application. The number of days shall be calculated by counting every calendar day;

(v) The total number of days each project permit application of a type listed in subsection (2)(a)(ii) of this section was in review

with the county or city. This shall be calculated from the day completeness is determined under RCW 36.70B.070 to the date a final decision is issued on the application. The number of days shall be calculated by counting every calendar day. The days the application is in review with the county or city does not include the time periods in subsection (1)(g)(i)-(iii) of this section;

(vi) The total number of days that were excluded from the time period calculation under subsection (1)(g)(i)-(iii) of this section for each project permit application of a type listed in subsection (2)(a)(ii) of this section.

(c) Counties and cities subject to the requirements of this subsection must:

(i) Post the annual performance report through the county's or city's website; and

(ii) Submit the annual performance report to the department of commerce by March 1st each year.

(d) No later than July 1st each year, the department of commerce shall publish a report which includes the annual performance report data for each county and city subject to the requirements of this subsection and a list of those counties and cities whose time periods are shorter than those provided for in this section.

The annual report must also include key metrics and findings from the information collected.

(e) The initial annual report required under this subsection must be submitted to the department of commerce by March 1, 2025, and must include information from permitting in 2024.

(3) Nothing in this section prohibits a county or city from extending a deadline for issuing a decision for a specific project permit application for any reasonable period of time mutually agreed upon by the applicant and the local government.

((~~(4) The department of community, trade, and economic development shall work with the counties and cities to review the potential implementation costs of the requirements of subsection (2) of this section. The department, in cooperation with the local governments, shall prepare a report summarizing the projected costs, together with recommendations for state funding assistance for implementation costs, and provide the report to the governor and appropriate committees of the senate and house of representatives by January 1, 2005.~~))

Sec. 8. RCW 36.70B.160 and 1995 c 347 s 420 are each amended to read as follows:

(1) Each local government is encouraged to adopt further project review and code provisions to provide prompt, coordinated review and ensure accountability to applicants and the public((~~, including expedited review for project permit applications for projects that are consistent with adopted development regulations and within the capacity of systemwide infrastructure improvements~~)) by:

(a) Expediting review for project permit applications for projects that are consistent with adopted development regulations;

(b) Imposing reasonable fees, consistent with RCW 82.02.020, on applicants for permits or other governmental approvals to cover the cost to the city, town, county, or other municipal corporation of processing applications, inspecting and reviewing plans, or preparing detailed statements required by chapter 43.21C RCW. The fees imposed may not include a fee for the cost of processing administrative appeals. Nothing in this subsection limits the ability of a county or city to impose a fee for the processing of administrative appeals as otherwise authorized by law;

(c) Entering into an interlocal agreement with another jurisdiction to share permitting staff and resources;

(d) Maintaining and budgeting for on-call permitting assistance for when permit volumes or staffing levels change rapidly;

(e) Having new positions budgeted that are contingent on increased permit revenue;

(f) Adopting development regulations which only require public hearings for permit applications that are required to have a public hearing by statute;

(g) Adopting development regulations which make preapplication meetings optional rather than a requirement of permit application submittal;

(h) Adopting development regulations which make housing types an outright permitted use in all zones where the housing type is permitted;

(i) Adopting a program to allow for outside professionals with appropriate professional licenses to certify components of applications consistent with their license; or

(j) Meeting with the applicant to attempt to resolve outstanding issues during the review process. The meeting must be scheduled within 14 days of a second request for corrections during permit

review. If the meeting cannot resolve the issues and a local government proceeds with a third request for additional information or corrections, the local government must approve or deny the application upon receiving the additional information or corrections.

(2)(a) After January 1, 2026, a county or city must adopt additional measures under subsection (1) of this section at the time of its next comprehensive plan update under RCW 36.70A.130 if it meets the following conditions:

(i) The county or city has adopted at least three project review and code provisions under subsection (1) of this section more than five years prior; and

(ii) The county or city is not meeting the permitting deadlines established in RCW 36.70B.080 at least half of the time over the period since its most recent comprehensive plan update under RCW 36.70A.130.

(b) A city or county that is required to adopt new measures under (a) of this subsection but fails to do so becomes subject to the provisions of RCW 36.70B.080(1)(l), notwithstanding RCW 36.70B.080(1)(l)(ii).

((~~(2)~~)) (3) Nothing in this chapter is intended or shall be construed to prevent a local government from requiring a preapplication conference or a public meeting by rule, ordinance, or resolution.

((~~(3)~~)) (4) Each local government shall adopt procedures to monitor and enforce permit decisions and conditions.

((~~(4)~~)) (5) Nothing in this chapter modifies any independent statutory authority for a government agency to appeal a project permit issued by a local government.

NEW SECTION. **Sec. 9.** A new section is added to chapter 36.70B RCW to read as follows:

(1) The department of commerce shall develop and provide technical assistance and guidance to counties and cities in setting fee structures under RCW 36.70B.160(1) to ensure that the fees are reasonable and sufficient to recover true costs. The guidance must include information on how to utilize growth factors or other measures to reflect cost increases over time.

(2) When providing technical assistance under subsection (1) of this section, the department of commerce must prioritize local

governments that have implemented at least three of the options in RCW 36.70B.160(1).

Sec. 10. RCW 36.70B.110 and 1997 c 429 s 48 and 1997 c 396 s 1 are each reenacted and amended to read as follows:

(1) Not later than April 1, 1996, a local government planning under RCW 36.70A.040 shall provide a notice of application to the public and the departments and agencies with jurisdiction as provided in this section. If a local government has made a threshold determination under chapter 43.21C RCW concurrently with the notice of application, the notice of application may be combined with the threshold determination and the scoping notice for a determination of significance. Nothing in this section prevents a determination of significance and scoping notice from being issued prior to the notice of application. Nothing in this section or this chapter prevents a lead agency, when it is a project proponent or is funding a project, from conducting its review under chapter 43.21C RCW or from allowing appeals of procedural determinations prior to submitting a project permit ((~~application~~)).

(2) The notice of application shall be provided within ((~~fourteen~~)) 14 days after the determination of completeness as provided in RCW 36.70B.070 and, except as limited by the provisions of subsection (4)(b) of this section, ((~~shall~~)) must include the following in whatever sequence or format the local government deems appropriate:

(a) The date of application, the date of the notice of completion for the application, and the date of the notice of application;

(b) A description of the proposed project action and a list of the project permits included in the application and, if applicable, a list of any studies requested under RCW 36.70B.070 ((~~or 36.70B.090~~));

(c) The identification of other permits not included in the application to the extent known by the local government;

(d) The identification of existing environmental documents that evaluate the proposed project, and, if not otherwise stated on the document providing the notice of application, such as a city land use bulletin, the location where the application and any studies can be reviewed;

(e) A statement of the public comment period, which shall be not less than fourteen nor more than thirty days following the date of notice of application, and statements of the right of any person to

comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. A local government may accept public comments at any time prior to the closing of the record of an open record predecision hearing, if any, or, if no open record predecision hearing is provided, prior to the decision on the project permit;

(f) The date, time, place, and type of hearing, if applicable and scheduled at the date of notice of the application;

(g) A statement of the preliminary determination, if one has been made at the time of notice, of those development regulations that will be used for project mitigation and of consistency as provided in RCW 36.70B.030(2) and 36.70B.040; and

(h) Any other information determined appropriate by the local government.

(3) If an open record predecision hearing is required for the requested project permits, the notice of application shall be provided at least fifteen days prior to the open record hearing.

(4) A local government shall use reasonable methods to give the notice of application to the public and agencies with jurisdiction and may use its existing notice procedures. A local government may use different types of notice for different categories of project permits or types of project actions. If a local government by resolution or ordinance does not specify its method of public notice, the local government shall use the methods provided for in (a) and (b) of this subsection. Examples of reasonable methods to inform the public are:

(a) Posting the property for site-specific proposals;

(b) Publishing notice, including at least the project location, description, type of permit(s) required, comment period dates, and location where the notice of application required by subsection (2) of this section and the complete application may be reviewed, in the newspaper of general circulation in the general area where the proposal is located or in a local land use newsletter published by the local government;

(c) Notifying public or private groups with known interest in a certain proposal or in the type of proposal being considered;

(d) Notifying the news media;

(e) Placing notices in appropriate regional or neighborhood newspapers or trade journals;

(f) Publishing notice in agency newsletters or sending notice to agency mailing lists, either general lists or lists for specific proposals or subject areas; and

(g) Mailing to neighboring property owners.

(5) A notice of application shall not be required for project permits that are categorically exempt under chapter 43.21C RCW, unless an open record predecision hearing is required or an open record appeal hearing is allowed on the project permit decision.

(6) A local government shall integrate the permit procedures in this section with ((~~its~~)) environmental review under chapter 43.21C RCW as follows:

(a) Except for a threshold determination and except as otherwise expressly allowed in this section, the local government may not issue a decision or a recommendation on a project permit until the expiration of the public comment period on the notice of application.

(b) If an open record predecision hearing is required, the local government shall issue its threshold determination at least fifteen days prior to the open record predecision hearing.

(c) Comments shall be as specific as possible.

(d) A local government is not required to provide for administrative appeals of its threshold determination. If provided, an administrative appeal ((~~shall~~)) must be filed within fourteen days after notice that the determination has been made and is appealable. Except as otherwise expressly provided in this section, the appeal hearing on a threshold determination ((~~of nonsignificance shall~~)) must be consolidated with any open record hearing on the project permit.

(7) At the request of the applicant, a local government may combine any hearing on a project permit with any hearing that may be held by another local, state, regional, federal, or other agency, if:

(a) The hearing is held within the geographic boundary of the local government; and

(b) ((~~The joint hearing can be held within the time periods specified in RCW 36.70B.090 or the~~)) The applicant agrees to the schedule in the event that additional time is needed in order to combine the hearings. All agencies of the state of Washington, including municipal corporations and counties participating in a combined hearing, are hereby authorized to issue joint hearing notices and develop a joint format, select a mutually acceptable hearing body or officer, and take such other actions as may be

necessary to hold joint hearings consistent with each of their respective statutory obligations.

(8) All state and local agencies shall cooperate to the fullest extent possible with the local government in holding a joint hearing if requested to do so, as long as:

(a) The agency is not expressly prohibited by statute from doing so;

(b) Sufficient notice of the hearing is given to meet each of the agencies' adopted notice requirements as set forth in statute, ordinance, or rule; and

(c) The agency has received the necessary information about the proposed project from the applicant to hold its hearing at the same time as the local government hearing.

(9) A local government is not required to provide for administrative appeals. If provided, an administrative appeal of the project decision and of any environmental determination issued at the same time as the project decision, shall be filed within fourteen days after the notice of the decision or after other notice that the decision has been made and is appealable. The local government shall extend the appeal period for an additional seven days, if state or local rules adopted pursuant to chapter 43.21C RCW allow public comment on a determination of nonsignificance issued as part of the appealable project permit decision.

(10) The applicant for a project permit is deemed to be a participant in any comment period, open record hearing, or closed record appeal.

(11) Each local government planning under RCW 36.70A.040 shall adopt procedures for administrative interpretation of its development regulations.

NEW SECTION. **Sec. 11.** The department of commerce shall develop a template for counties and cities subject to the requirements in RCW 36.70B.080, which will be utilized for reporting data.

NEW SECTION. **Sec. 12.** The department of commerce shall develop a plan to provide local governments with appropriately trained staff to provide temporary support or hard to find expertise for timely processing of residential housing permit applications. The plan shall include consideration of how local governments can be provided with staff that have experience with providing substitute staff support or

that possess expertise in permitting policies and regulations in the local government's geographic area or with jurisdictions of the local government's size or population. The plan and a proposal for implementation shall be presented to the legislature by December 1, 2023.

NEW SECTION. **Sec. 13.** Section 7 of this act takes effect January 1, 2025.

Passed by the Senate April 17, 2023.
Passed by the House April 10, 2023.
Approved by the Governor May 8, 2023.
Filed in Office of Secretary of State May 10, 2023.

--- END ---

From: Van Etten Leupold, Sarah (COM)
To: Kate Tourtellot
Subject: City of Monroe - Expedited Review Request Granted for Submittal ID: 2025-S-9621
Date: Wednesday, July 23, 2025 3:36:59 PM

You don't often get email from sarah.vanettenleupold@commerce.wa.gov. Learn why this is important

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Ms. Tourtellot,

Your request for an Expedited Review has been granted for: Proposed amendments to Monroe's local permitting processes for consistency with WA Senate Bill 5290 that amends the local permitting time clocks established by Chapter 36.70B RCW.

As of receipt of this email, you have met the Growth Management notice to state agency requirements in RCW 36.70A.106 for this submittal. Please keep this email as confirmation.

If you have any questions, please contact Jeff Aken at (360) 725-2869 or by email at jeff.aken@commerce.wa.gov.

~~~ ONLINE TRACKING SYSTEM AVAILABLE ~~~~
Log into our new PlanView system at https://secureaccess.wa.gov/com/planview where you can keep up with this submittal status, reprint communications and update your contact information.

Don't have a user account? Reply to this email to request one and attach a completed PlanView User Request Form.

Have questions about using PlanView? Use the PlanView User Manual for assistance at https://www.commerce.wa.gov/growth-management/data-research/submitting-documents/.

Sincerely,

Review Team
Growth Management Services
(360) 725-2869
~~~

City of Monroe
Findings of Fact and Conclusions of Law
Local Permitting Code Amendments, WA SB-5290

Planning Commission Recommendation

A. GENERAL APPLICATION INFORMATION

File Number(s):	CA2024-03
Project Summary:	The City of Monroe is proposing various amendments to the Monroe Municipal Code relating to the processing land use project permit applications as required by WA Senate Bill 5290 (SB 5290).
Applicant:	City of Monroe
Location:	Not applicable
Public Hearing Date and Location:	**Monday, August 11, 2025, at 7:00 PM, HYBRID MEETING** In-person at 163 Village Court, Monroe, WA 98272, and via the Zoom Virtual Meeting Platform
Staff Contact:	Kate Tourtellot, Planning Manager City of Monroe 806 West Main Street Monroe, WA 98272 (360) 863-4618 ktourtellot@monroewa.gov

B. BACKGROUND AND DESCRIPTION OF PROPOSAL

In 2023, the WA Legislature passed Senate Bill 5290 that amended the local land use project permit review timelines established by the Revised Code of Washington (RCW) Chapter 36.70B Local Permitting. The bill include several other provisions including establishing grants, financial disincentives for jurisdictions that exceed the review timeframes, creates a list of additions recommended changes to the local review process, and establishing annual reporting requirements to the WA Department of Commerce. The intent of the bill is to streamline the local review process and reducing the project permit review times, especially for housing developments, for "Growth Management Act (GMA) fully planning jurisdictions." GMA fully planning jurisdictions, including the City of Monroe, are required to plan for a 20 year horizon to accommodate people and their associated housing and employment needs. This

RCW 36.70B Local Permitting established a 120-day review clock for most land use project permits in 2001. The 2023 amendments established three review clocks based on the review and requirement for public participation. The new review timeframes are: 65 days for administrative approval without public notice, 100 days for administrative approvals with public comment, and 170 days for projects that require a public hearing. The State also

clarified that the reviews are based on calendar days instead of workdays for the in-house reviews. Items that did not change include the review timeframe beginning with the Notice of Complete Application and the "clock" can be stopped when additional information is required to complete the review. The review times for short and long subdivisions did not change as established by Chapter 58.17 RCW. Additionally, legislative actions remain exempt from the review clocks and must follow the locally adopted procedures. Legislative actions include amendments to the comprehensive plan, development regulations (i.e., MMC Title 22), pre-annexation zoning, and annexations.

Staff worked with legal counsel to draft the proposed amendments and took the opportunity to address unfinished administrative review processes from the 2019 adoption of the Unified Development Regulations, MMC Title 22. Below are highlights to the proposed amendments:

- Establish the ability to refund a portion of application fees if the review time frame is exceeded and there is not a written mutual agreement between the applicant and City to exceed the review timeframe in MMC Chapter 3.34 Application Fees;
- Revise MMC Chapters 22.10 through 22.74 to reflect the City's updated permit classification system, refine submittal requirements where applicable, and ensure internal consistency; and
- Complete overhaul of MMC Chapter 22.84 Permit Processing to comply with SB 5290.

C. REVIEW PROCESS

1. Overview

MMC Table 22.84.060(B)(1): Project Permit Types, designates code amendments as Type IV project permits. Type IV permits require that the Planning Commission review the proposal and make a recommendation to the final decision authority, which is the City Council. The city is proposing amendments to Chapter 22.88 MMC, Commute Trip Reduction (CTR), as required by State Law. Therefore, a Planning Commission public hearing and recommendation to the City Council is required. The required public hearing in front of the Planning Commission will be held on May 12, 2025.

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

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

No earlier than September 23, 2025, the City Council will hold a first reading to consider the Commission's recommendation. Per MMC Table 22.84.060(8)(2), Decision-Making and Appeal Authorities, the City Council is the City's final decision authority on the proposed code amendments. The decision may be appealed to the Growth Management Hearing Board per RCW 36.70A.290.

2. Public Notification and Comments

a. **Department of Commerce:** The proposed amendments were transmitted to the Washington State Department of Commerce for state agency review, in accordance with

RCW 36.70A.106, on July 11, 2025. Expedited review (14 days rather than 60 days) was requested. The expedited review request was approved on July 23, 2025, and no comments were received.

b. **Notice of Public Hearing:** The August 11, 2025, Notice of Public Hearing was provided in accordance with MMC 22.84.050(C) by posting the notice at City Hall and the Monroe Library and publishing the notice in the Everett Daily Herald on August 11, 2025.

3. State Environmental Policy Act (SEPA) Review

This proposed code change is exempt from SEPA review per Washington Administrative Code (WAC). WAC 197-11-800 Categorical Exemptions 19 is for () code amendments.

4. Public Hearing

A public hearing on this matter was held in front of the Planning Commission on August 11, 2025, at 7:00 PM. No public comments were received.

A public hearing on this matter is tentatively scheduled in front of the City Council on September 23, 2025, at 7:00 PM.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

1. The proposed amendment to the development regulations is consistent with the policies and provisions of the Monroe comprehensive plan;
2. The amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this Title;
3. The subject property is suitable for development in conformance with the development regulations applicable under the proposed zoning district;
4. The proposed amendment advances the public interest of the community;
5. The amendment does not adversely affect public health, safety, or welfare; and
6. The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.
7. In addition to those criteria in MMC 22.72.040(E)(1-6), amendments to the official zoning map (rezones) shall also meet all of the following criteria:
   a. The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;
   b. The amendment is compatible with the uses and zoning of the adjacent properties;
   c. The proposed reclassification does not constitute a “spot” zone;
   d. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;
   e. The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or, the unmitigated impacts are acceptable; and
   f. The proposed reclassification is an extension of an existing zone, or a logical transition between zones.

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

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

   a. **Findings of Fact:** The adopted 2044 Monroe Comprehensive Plan contains applicable goals and policies, as shown below.

Policy/Action Item Number	Policy/Action Item Text
Land Use Policy 3.6.2	Regularly review and assess the permitting process to optimize resource utilization and staff capacity, ensuring effectiveness and continuous improvement.
Housing Policy 6.2.6	Minimize housing productions costs by streamlining development standards and explore diverse infrastructure funding approaches…
Implementation Table 11.1	Continue Planning Process, Frequency of Updates: Zoning Code and map changes – As Needed
Implementation Table 11.1	Continue Planning Process, Frequency of Updates: Comprehensive Plan and Development Regulations – Every ten years for consistency with GMA and Countywide Planning Policies and growth targets.

b. Conclusions of Law: The Planning Commission concludes the proposed amendments to the development regulations are consistent with policies and provisions of the Monroe Comprehensive Plan.

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

a. Findings of Fact: The proposed amendments relating to permit processing are consistent with the applicable criteria of the MMC and purpose of the of MMC Chapter 22.72 that states the chapter establishes the procedures and requirements for amending Title 22, Unified Development Regulations (UDR), including text amendments. This proposal is being brought forward by city staff for compliance with changes to state law, Chapter 36.70B RCW.

These proposed amendments are also consistent with the general provisions of the UDR that states, "All land uses and development authorized by the UDR shall comply with other regulations and/or requirements of this title, the Monroe Municipal Code, and the laws or regulations of any other local, state or federal agency that has jurisdiction over land uses and development. Where a difference exists between this title and other regulations, the more restrictive requirements shall apply." SB 5290 superseded the city's local permitting processes on January 1, 2025, the proposed amendments will bring the City into compliance with State law.

b. Conclusions of Law: The Planning Commission concludes the amendment complies with all other applicable criteria and standards of the Monroe Municipal Code and is consistent with the purpose of this Title.

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

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

b. Conclusions of Law: The proposal is not site-specific. This criterion does not apply.

4. ***The proposed amendment advances the public interest of the community.***

   a. **Findings of Fact:** The proposed amendments implement the City's Comprehensive Plan and provide consistency with State laws relating to local permitting processes. As stated above in the Background section of this report, one of the State's goals is to expedite the development of housing. Based on Monroe's 2044 Comprehensive Plan an additional 2,424 housing units are needed to support growth in Monroe through 2044.

   b. **Conclusions of Law:** The Planning Commission concludes the proposed amendments advance the public interest of the community.

5. ***The amendment does not adversely affect public health, safety, or welfare.***

   a. **Findings of Fact:** The proposed amendments do not reduce public health, safety, welfare standards. The proposed amendments relate to the land use project permitting process. The City continues to require all development applications comply with City, State, and Federal regulations for public health, safety, and welfare.

   b. **Conclusions of Law:** The Planning Commission concludes the amendment does not adversely affect public health, safety, or welfare.

6. ***The amendment is warranted because of changed circumstances, error, or a demonstrated need for additional property in the proposed zoning district, when applicable.***

   a. **Findings of Fact:** The proposed amendment to the MMC are necessary for compliance in changes to State law, Chapter 36.70B, relating to local permitting processes.

   b. **Conclusions of Law:** The Planning Commission concludes the amendments are because of changed circumstances and necessary for compliance with state law.

7. ***In addition to those criteria in MMC 22.72.040(E)(1-6), amendments to the official zoning map (rezones) shall also meet all of the following criteria:***

   a. The amendment is consistent with the future land use map set out in the Monroe comprehensive plan;
   b. The amendment is compatible with the uses and zoning of the adjacent properties;
   c. The proposed reclassification does not constitute a "spot" zone;
   d. Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone;
   e. The potential adverse environmental impacts of the types of development allowed by the proposed zone have been identified and can be mitigated taking into account all applicable regulations, or, the unmitigated impacts are acceptable; and
   f. The proposed reclassification is an extension of an existing zone, or a logical transition between zones.

      i. **Findings of Fact:** The proposal does not include an amendment to the official zoning map. This criterion does not apply.

      ii. **Conclusions of Law:** The proposal does not include an amendment to the official zoning map. This criterion does not apply.

E. PLANNNG COMMISSION RECOMMENDATION

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

The Planning Commission **ADOPTS** the Findings of Fact and Conclusions of Law, **AUTHORIZES** the Planning Commission Chair to sign the Findings on behalf of the Commission, and **RECOMMENDS** that the Monroe City Council **APPROVE** the proposed code amendments to MMC Chapter 3.34 Application Fees and various amendments to Title 22 Unified Development Regulations relating to the City's Permit Processing for land use project permits.

_____ _____

Melanie Lockhart, Planning Commission Chair Date

AGENDA BILL

Meeting Date: September 09, 2025
Meeting Type: City Council Business Meeting
Staff Contact: Amy Bright, Planner
Department: Community Development

SUBJECT: Davis Notice of Intention to Commence Annexation; Initial Meeting

PREVIOUS DISCUSSION:

None.

PUBLIC HEARING(S):

To be determined at a later date.

REQUESTED ACTION:

1. Move to direct staff to prepare and return for the City Council's consideration a resolution accepting the annexation boundary of the ten percent (10%) annexation petition for property located in an unincorporated area north of city limits, and to require the assumption of existing indebtedness of the City by the area to be annexed; to authorize the circulation of a petition for annexation of the property consistent with this motion; and to direct the City Clerk to record this action in the official minutes.
2. Move to direct staff to commence review process for pre-annexation zoning for the subject properties.
3. Move to direct staff to coordinate with the applicants to meet with all affected city departments and Snohomish County Regional Fire and Rescue at a Pre-Application meeting to discuss conceptual layout of the site, extension of utilities, the transportation network, etc.
4. Move to direct staff to coordinate with the applicants to prepare and submit a Pre-Annexation Development Agreement.
5. Move to direct staff to coordinate with Snohomish County to prepare a site specific annexation interlocal agreement covering the transfer of and/or maintenance of utilities, infrastructure, permitting, etc.

POLICY CONSIDERATIONS:

The City received a Notice of Intention to Commence Annexation on July 24, 2025, for Snohomish County tax parcel numbers 28062500407800, 28062500407600, 28073000300600, and 28062500407700. The proposed annexation area is located north of Monroe city limits, recently included within Monroe's Urban Growth Area (UGA) by Snohomish County in 2024, Ordinance 24-031. The area is located west of Chain Lake Road, north of the Eaglemont subdivision within city limits, and wraps around a City-owned parcel containing a

water tank. The properties within the annexation area total approximately 22.31 acres and are currently zoned R-9600 under Snohomish County zoning.

This initial meeting is the City Council's opportunity to evaluate the proposed annexation and determine whether to accept, reject, or modify the annexation boundary.

RCW 35A.14.120–150, Direct Petition or 60% Petition Annexation

The applicants, Lonnie and Susan Davis, initiated the proposed annexation using the "Direct Petition" annexation method. This is the most commonly used method of annexation by cities and towns in Washington State. It requires the signatures of property owners representing 60% of the assessed value of the area proposed for annexation.

Monroe 2044 Comprehensive Plan

The Davis Annexation is consistent with the following 2024–2044 Comprehensive Plan Policies:

- **Land Use Policy 3.5.1:** Ensure that future annexations consider equitable outcomes for all current and future residents, including requirements for middle housing, public multimodal access, public access to open spaces and natural areas.
- **Land Use Policy 3.5.2:** Create an annexation process that meets the City's Imagine Monroe Vision and provides housing opportunities for those at varied income levels.
- **Land Use Policy 3.5.3:** Coordinate with Snohomish County on all annexations.

Monroe Municipal Code Chapter 22.76, Annexations

MMC Chapter 22.76 references the RCW and requires potential annexations be located within Monroe's UGA and subject to pre-annexation zoning. The process to review annexation requests is outlined in the Revised Code of Washington (RCW) 35A.14, *Annexation by Code Cities*, and the Monroe Municipal Code (MMC) Chapter 22.76. This is a resident-initiated Direct Petition Annexation request. Per RCW 35A.14.120, the City Council is required to set an initial meeting date with the initiating parties (Lonnie and Susan Davis). This initial meeting is the City Council's opportunity to evaluate the proposed annexation and determine whether to accept, reject, or modify the annexation boundaries, require indebtedness, and authorize the applicants to proceed with the collection of signatures for the 60% Petition.

DESCRIPTION/BACKGROUND:

Background

The Davis's attended most if not all the City of Monroe and Snohomish County 10-year comprehensive plan outreach events, public meetings and hearings between 2023 and 2024 requesting support for their Snohomish County application to expand the City of Monroe's urban growth area (UGA), Snohomish County MON2 application. This included a request during public comments at the April 23, 2024, City of Monroe Council meeting. The comments included benefits to the City of Monroe if the UGA were to include their property and annexation was possible, see Attachment 1. The benefits included providing a variety of housing types including affordable housing, extending the multi-modal trail for connections to Woods Creek Elementary School, and providing a connection between 191st Street and Chain Lake Road. As a result of the testimony and written comments requesting support, the City

Council directed staff to prepare a letter for their signature supporting the Davis Annexation, see Attachment 2. The Snohomish County Council approved the MON2 UGA expansion request, in part due to the City's support, as outlined in the adopting ordinance 24-031, see Attachment 3. With the UGA expansion approval the County rezoned the property to Snohomish County's R-9600, see Attachment 4. Now that the area is included in Monroe's UGA, the applicants have initiated an annexation request.

The City received a complete Notice of Intention to Commence Annexation (annexation petition) July 24, 2025, for approximately 23 acres of land within Urban Growth Area (attachments 1-9). This includes the following Snohomish County Assessor tax parcels 28062500407800, 28062500407600, 28062500407700, located north of Monroe city limits, west of Chain Lake Road and encompasses right of way around a City owned property already within city limits.

Proposed Annexation Area

On July 24, 2025, the City of Monroe received the 10% annexation petition signed by the property owners representing more than ten percent of the assessed value of the proposed annexation area.

The subject properties, identified above, equal approximately 23 acres and are located immediately north of the Monroe City limits adjacent to the Eaglemont Subdivision, within unincorporated Snohomish County and recently included within the Monroe Urban Growth Area. Per Snohomish County zoning, the subject properties are currently zoned R-9600 (Residential 9,600) under Snohomish County regulations.

Pre-annexation Zoning

MMC 22.76.030 requires the City Council to establish pre-annexation zoning for territory subject to annexation, consistent with the Monroe Comprehensive Plan and the provisions of Title 22 MMC.

The Davis Annexation area is not specifically identified in the currently adopted Comprehensive Plan Future Land Use Map, as the property was recently added to the Monroe Urban Growth Area. A subsequent Comprehensive Plan amendment is underway to update the Future Land Use Map to reflect this addition.

Pursuant to MMC 22.76.030(B), when a territory does not have a specified Comprehensive Plan Future Land Use Map designation, the pre-annexation zoning shall default to low-density single-family residential per Chapter 22.14 MMC. Accordingly, the proposed pre-annexation zoning for the Davis Annexation properties is R7 – Single-Family Residential, 7 units per acre, which is the lowest density single-family residential zoning district. This designation is intended to provide consistency with citywide planning policies while accommodating the anticipated future update to the Comprehensive Plan.

City Annexation Policies

It is the City's policy to purposefully annex land within the UGA to meet the goals and policies of the Washington State Growth Management Act. If the City Council accepts the Notice of Intention to Commence Annexation, the owners of property representing 60% of the assessed value of the annexation area must sign the petition and file it with the City.

If Council directs staff to proceed with the annexation, a Site-Specific Annexation Interlocal Agreement (ILA) will need to be executed between the City and Snohomish County to address service provision, concurrency, and other coordination requirements. Additionally, prior to annexation, a Development Agreement will need to be executed between the City and property owners to address specific elements of the future development of the area as outlined by the applicants during the comprehensive plan update processes. This Development Agreement will:

- Ensure that annexation provides public benefits, including a variety of housing types to address Monroe's middle housing needs;
- Contribute to the construction of the Chain Lake Road multimodal trail and provide a trail connection between 191st Avenue SE and Chain Lake Road as part of annexation and future development;
- Provide both the City and property owners with certainty and predictability regarding future development;
- Establish mutual agreements and understandings regarding the development review process; and
- Assure property owners that the City will not unreasonably delay or burden the annexation or future development within the annexation area.

Potential Impacts of Not Annexing

There are potential negative impacts if the annexation is not completed. Not annexing areas within the unincorporated portions of Monroe's UGA, especially large parcels like the Davis property, may result in development that does not meet City standards and could result in lost revenue to the City. While the City does not extend sewer service into unincorporated UGA areas, this does not prevent development. If annexation proponents do not complete the process, new development may occur under Snohomish County regulations, which can create challenges when the City annexes the area later. Existing development may not comply with City standards for roads, sidewalks, or housing density, resulting in lost revenue and inconsistencies with long-term planning assumptions.

Attachments

1. Davis Request to Monroe City Council to support Snohomish County MON2 UGA Expansion
2. City of Monroe Support letter to Snohomish County Council for MON2 UGA Expansion
3. Snohomish County Comprehensive Plan Amendment to Monroe UGA, Ord. 2024-031
4. Snohomish County Rezone for MON2 properties, Ord. 2024-033
5. Davis Annexation Parcel List
6. Davis Annexation Placeholder Legal Description

7. Davis Annexation Vicinity Map 1
8. Davis Annexation Vicinity Map 2
9. Davis Annexation Application
10. Davis Assessor Map Part 1
11. Davis Assessor Map Part 2
12. Davis Petitioner Letter and Petition
13. Davis Annexation Checklist

FISCAL IMPACTS:

Annexation would result in additional annual property tax revenues to the City, along with a minimal incremental increase to sales taxes for potential e-commerce deliveries, and one-time revenues from future building permits. Estimates of annual property tax are not currently available. The extension of city sewer service would likely be a result of annexation if and when the properties are ultimately developed.

TIME CONSTRAINTS:

Under RCW 35A.14.120, the City Council shall set a date, not later than sixty days after the filing of the request. The September 9, 2025, meeting to evaluate the proposed annexation effectively meets this timeline. Beyond the sixty-day deadline for this initial meeting, the RCW does not specifically list a timeline for the City Council to make a decision.

ALTERNATIVES TO REQUESTED ACTION:

1. Move to direct staff to prepare and return for the City Council's consideration a resolution **rejecting** the ten percent (10%) annexation petition for property located in an unincorporated area in the Northwest Urban Growth Area, and to direct the City Clerk to record this action in the official minutes; OR

1. Move to direct staff to prepare and return for the City Council's consideration an ordinance setting forth pre-annexation zoning and a resolution **geographically modifying** the annexation boundary **and accepting** the ten percent (10%) annexation petition, as modified, for the property located in the Urban Growth Area north of city limits, and to require the assumption of existing indebtedness by the City for the area to be annexed; to authorize the circulation of a petition for annexation of the subject properties consistent with this motion and compliant with the form and content requirements of state law; and to direct the City Clerk to record this action in the official minutes.

ATTACHMENTS:

Attach 1 - 4-25-24 Davis Request to Monroe City Council to support SnoCnty MON2
Attach 2 - 2024 Cnty_Comp_Plan-Cnty_Cncl-Monroe_Letter_Signed
Attach 3-SnoCnty_MON2 Ord 24-031 UGA
Attach 4-SnoCnty MON2 Ord 24-032 Zoning
Attach 5-Davis Annexation Parcel List
Attach 6-Davis Annexation Placeholder Legal Description
Attach 7-Davis Annexation Vicinity Map 1

Attach 8-Davis Annexation Vicinity Map
Attach 9-Davis Application
Attach 10-Davis Assessor Map Part 1
Attach 11-Davis Assessor Map Part 2
Attach 12-Davis Petitioner Ltr and Petition
Attach 13-Davis Annexation Checklist (10 Percent)

Handouts/Pub Comment
4/24/24

City Council Testimony
Lonnie Davis
425-314-2545

We are here tonight to ask for the city council to endorse our MON2 UGA expansion proposal because county planning policies specifically state "Any UGA expansion should have the support of affected cities. CPP DP-2 d.

Sue has explained in detail how the amt of buildable land is overestimated in Monroe's UGA. Puget Sound Regional Council routinely mentions good planning and efficient land use! If land is a limited resource then land on the city boundary should be seen in the same light. Currently we are zoned for building 3 additional homes on our 22 acres, all would be on septic. Imagine if this property had 70-100 homes with mixed density (single family, duplex, townhomes, fourplex?

Imagine if the existing Chain Lake trail were continued and went out to Chain Lake Elementary? Currently nearly all the students are bussed and /or dropped off by parents.

Development of the MON2 site will extend the trail 250 yards, leaving roughly 600 yards remaining to reach the school. There is funding available and we are willing to facilitate cooperation amongst the city, county, and school. We have reached out to representatives and are encouraged by the feedback so far.

The cities PROS plan directly states the #1 most requested priority from the citizens survey is "Building more trails and paths"

Imagine empowering students and parents to be able to walk or bike to school safely.

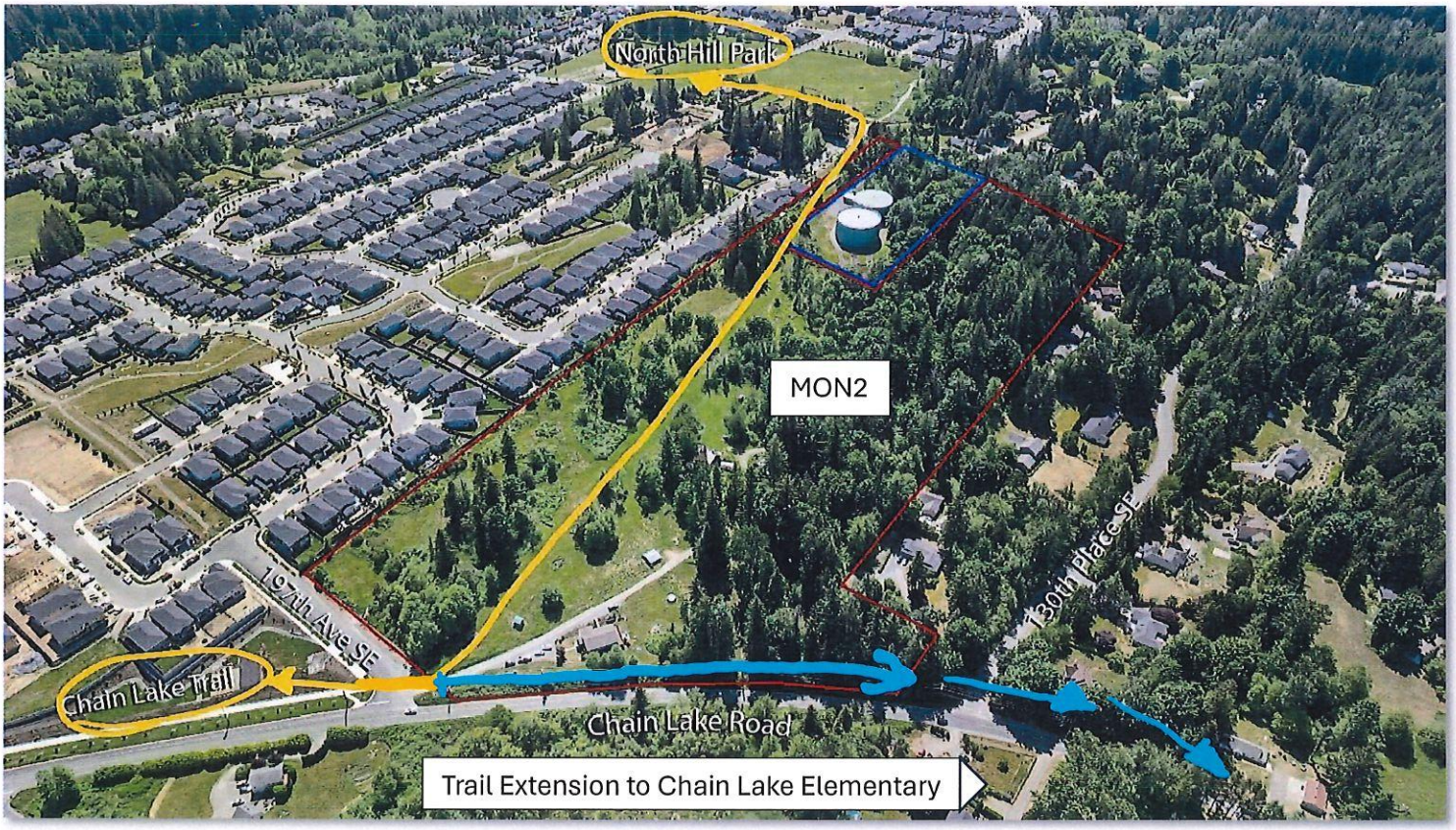
Other reasons this makes sense.

- All roads to access our property are already in place and serviced by the City of Monroe.
- All utilities are available and accessible.
- This city's 6-year transportation plan already includes widening Chain Lake Road.
- The Fire Dept is relocating its fire station 32 closer to Chain Lake Road to better serve the citizens.
- The PUD upgraded the electrical grid by putting in a new switching station on Tjerne Pl.
- The city purchased North Hill Park land that is ¼ mile away from our property, they are just awaiting funding for the buildout.
- Our property is no longer rural. We are surrounded by the city on 3 sides, with 60% common boundary lines. We have 27 homes along our southern border, as well as small lot development on our other borders.

We ask that you Be Bold! Endorse our MON2 proposal. IT IS efficient land use and will provide needed housing and an opportunity to complete the chain lake trail to the elementary school!

We already paid to have the Draft Environmental Impact Statement completed on our property. If MON2 is supported by the city, and approved by the county, 100% of the ownership is agreeable to annexing into the city, which means it will be developed under the city of Monroe development plans NOT the county. We would encourage development that incorporates higher intensity/mixed density housing.

The bottom line... The state is in a housing crisis, and the only way out of it is to increase the supply of housing. The best way to do this is to increase availability of vacant, large parcels of land in the path of current growth. The MON 2 docket proposal can also contribute to Monroe parks and trails system by extending the current Chain Lake trail to the elementary school, which would make kids safer, and be an asset to the community.

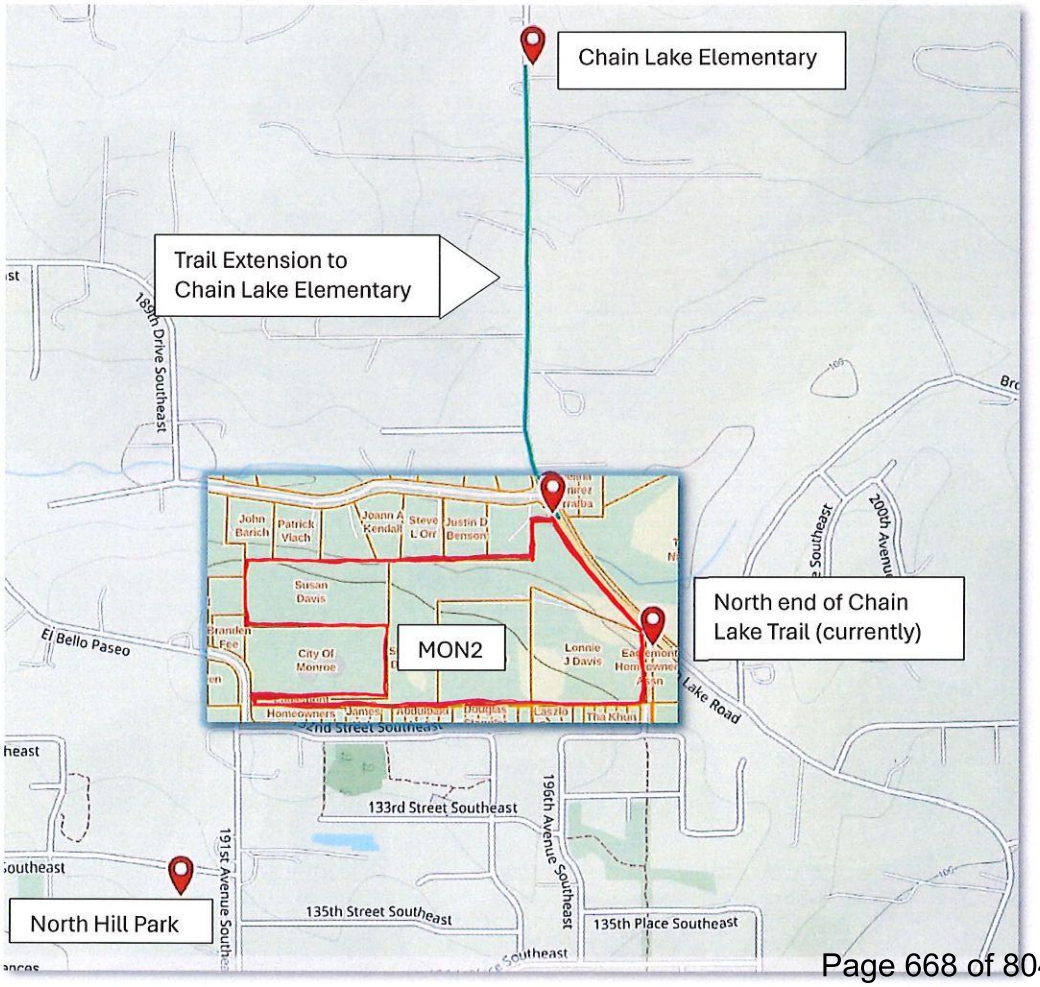


The **MON 2** site above showing the North end of the Chain Lake Trail, North Hill Park, and a suggested pathway through the MON2 site.

Development of the MON2 site under City guidelines would require extension of the Chain Lake Trail north along Chain Lake Road, bringing it to within 600 yards of Chain Lake Elementary School.

Nearly 100% of kids are transported by bus or car to school and extracurricular activities.

Extending the trail creates a "Safe Route to School" which helps our kids and the Monroe Community.



NOTES – Susan Davis (28 year real estate agent in Monroe) 425-344-1029

Buildable Lands & Land Capacity – Snohomish County's projected land capacity in Monroe's current UGA is overstated.

- The 2021 buildable lands report and the land capacity analysis overstates the availability of land available to meet the next 20 years of growth in the Monroe area.
- I did a deep dive into the Buildable Lands Data and looked at each of the parcels identified as having additional capacity .
- CITY OF MORNOE MAP – UGA areas yellow, UGA expansion blue.
- I focused in on each UGA as a neighborhood to show you the current land use, where the BLR projects additional capacity, and then briefly summarized why these areas can't produce the additional housing that's suggested.
- Reasons like:
    - growth that has already occurred
    - critical areas and setbacks limit development
    - growth is projected on lots that already have homes on them in areas served by septic systems. (People already live in these homes, and they won't likely redevelop to higher densities in the outlying areas of Monroe because they are on septic - they won't extend sewer because it's cost prohibitive for small lot projects)
    - the BLR and land capacity analysis relies too heavily on single, small lots being redeveloped. In cases where lots are close to each other, assemblage of these small lots into something more viable is super challenging.
- The 2021 BLR and land capacity suggests there is 371 unit capacity after removing the 2 large plats that have been completed. After my review, I believe the land capacity is more like 263 housing units (and that is still being generous).
- The BLR shows 674 housing unit (HU) capacity - Monroe Woodlands (200 units) - Woods Creek Vista (103 units) = 371 remaining HU capacity. At the 4/16/24 council meeting staff recommended increasing the HU growth target to 413 HU. This exceeds the BLR capacity by 42 units, and exceeds my estimate by 150 units.
- Going back to the overall map of Monroe, you have 2 UGA expansion proposals being considered by the Snohomish County Council. Ours is the MON 2 site where there is 1 habitable home on 22 acres, everyone agrees to go into the UGA and annex into the City of Monroe. The DEIS says this lot can produce 70 lots. I suspect it could be more if it were a master planned community with mixed densities. This UGA extension should not be considered "sprawl" because:
    - 60% of our property lines are shared with the City (it's surrounds us on 3 sides),
    - City streets already serve this site, with improvements to Chain Lake Road on their 6 year transportation plan ($16 million)
    - All utilities are reasonably available at the site, including city water and sewer.
    - The City already mows the utility corridor that bisects the property, making it an ideal east/west connector trail between the Chain Lake multimodal trail and the new North Hill park.
    - Including this property in the UGA provides an opportunity to extend the Chain Lake Trail further north. This trail can then be leveraged with the County and the State to apply for a grant under the "Safe Routes to School Program" to finish extending the trail north to Chain Lake Elementary,

where virtually all kids are currently bussed or driven to school. This would create a more walkable path to school. I'm told there are several kids that regularly walk or bike on this road – not a safe situation for kids for sure!

- It would also make a more logical city/county boundary line along Chain Lake Road. This boundary line has been known to create confusion when emergency services called... should it be Monroe police or the county Sheriff to respond?

  In 2018 a shooting incident occured at our property, and it took the county Sheriff over an hour to respond. A stray bullet was shot through the corner of the house early in the morning of January 1st, 2019 while one of the residents was sitting on the couch 10' away. Then another stray bullet was shot into one of the Mainvue houses on 7/4/2020 in the middle of the day. That bullet cam from the same direction, through our property from the east side of Chain Lake Rd. This is now a "no shooting zone" (for anyone that knows about it), but the blurred line between city and county still makes no sense.

- We are in a housing crisis, and we need housing that is going to impact the market in the short term... we don't have another 10 years to wait until we revisit this, considering the Comp Plan process began in 2019 with the Buildable Lands Report (dated 4/1/2019).

- In the high interest rate market we have today (and considering that 80% of homeowners have rates below 5%), we need to rely on large builders to make big investments in housing instead of relying on mom and pops and single parcel small scale builds. Large builders need large parcels to work with to give them the economy of scale.

- We hope that you will support reasonable UGA expansions in areas that make sense (like MON2)

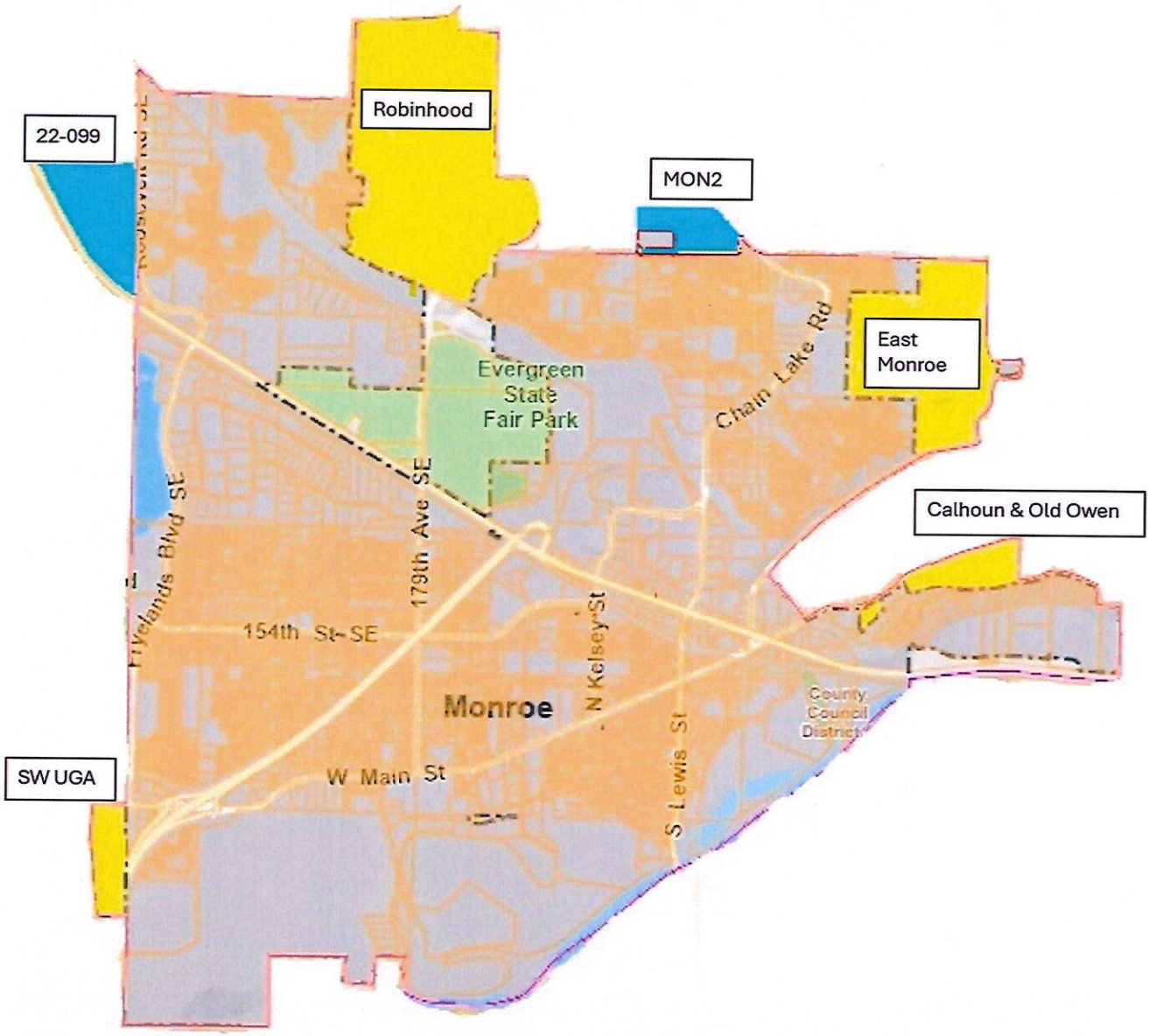
City of Monroe Housing Needs:

- Per the City of Monroe's DRAFT Housing Element of their comp plan, the targeted growth by AMI includes
  - 716 housing units from 0 to 50% AMI,
  - 381 housing units for 100% - to 120% of AMI, and
  - 1,118 housing units for 120% AMI and above.

Income level	Income Band (AMI)	Projected housing need	Zoning Serving this Income Band needs
Extremely Low	0-30% PSH	154	Low-Rise, Mid-Rise Apartments + ADUs
	0-30% non-PSH	319	
Very Low	>30-50%	243	
Low	>50-80%	0	
Moderate	>80-100%	0	Moderate Density
	>100-120%	381	
Above Moderate	>120%	1,118	Low Density
	Total	2,216	

- Rezoning land already in the City leads to displacement of people who already have affordable housing. We need to accommodate the growth in new planned communities where density can be mixed without displacing people. Please remember that we need housing in both the low AMI and at the high end.

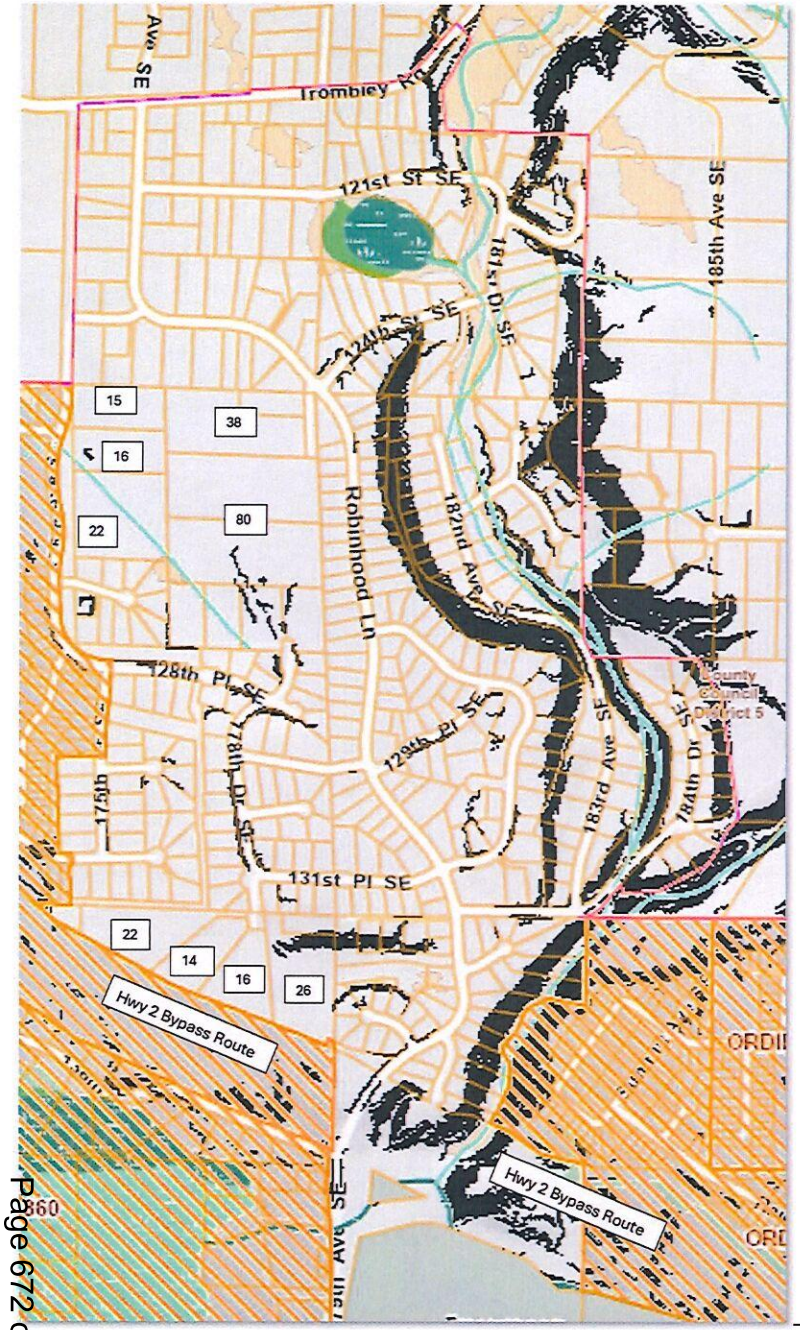
MONROE



Current UGA in YELLOW

Proposed UGA expansions in BLUE

MONROE: Robinhood Neighborhood



Buildable Lands Capacity in Robinhood Neighborhood = 287

Robinhood Neighborhood

- The City of Monroe has tried to annex the Robinhood area at least 3 times in recent years to no avail.
- This is an unsewered area, and folks have all they need. Except for the parcels noted as "Monroe 30" below, there is no incentive for these property owners to become part of the city. The rest is built out and occupied.
- **The 2021 BLR anticipates that 9 new housing units will be built in the Robinhood community.** I would anticipate some ADU's being built here, but likely nothing beyond that.

North 41 Annexation – 2022 (failed)

- The city approved a 10% annexation petition on this 41.69 acre assemblage of properties, which was approved on 8/10/22. The parties later withdrew their application in late 2023 when they couldn't get 60% approval.
- 6 parcels were deleted from the Monroe 30 Annexation petition. According to the consultant assisting with the application, these folks bought homes in the country and don't want to be in the city.
- Of the 6 deleted parcels, 2 have homes built in the late 1980's, 3 have homes built in the 2010's, and 1 just built in 2023.
- **The 2021 BLR anticipated 29 new housing units would go on these lots, but these owners DON'T want to be in the city.**

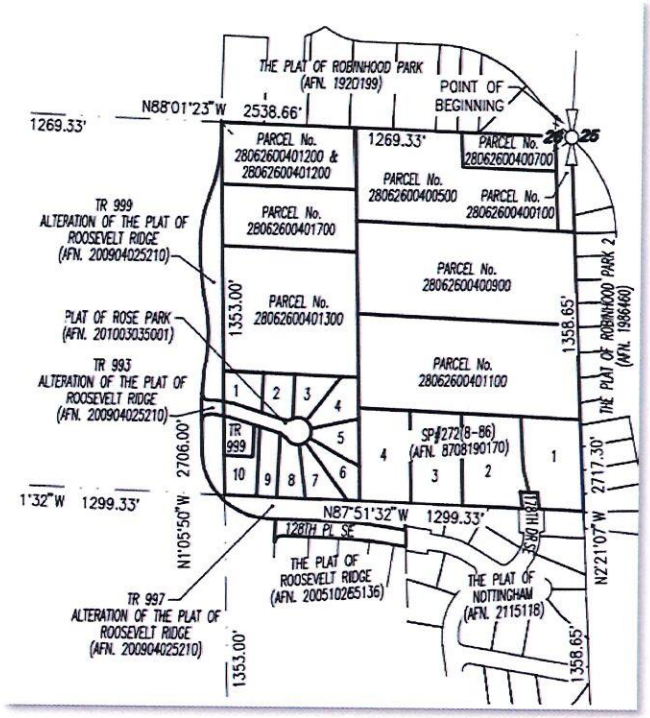
Monroe 30 Annexation – 2024

- The city approved a 10% annexation petition on this smaller assemblage of properties, which was approved on 3/27/24.
- **The 2021 BLR anticipates 171 homes will be built on this 31.32 acre assemblage.**

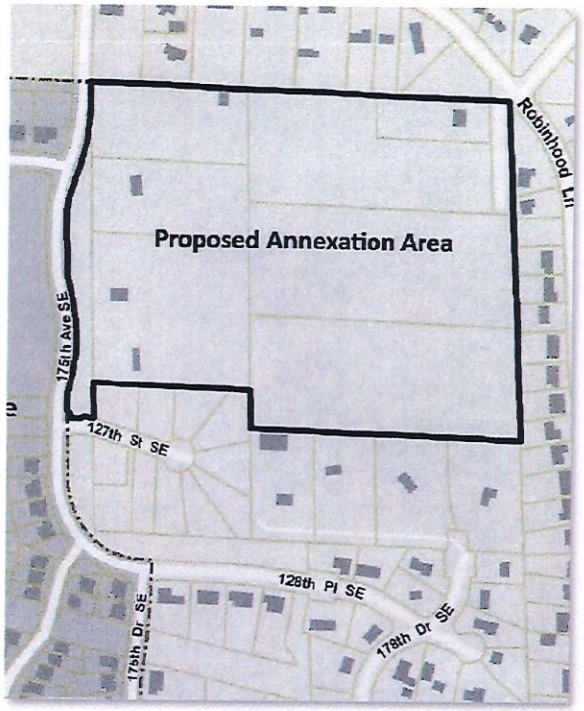
Realistic development expectation = 249

MONROE: Robinhood Neighborhood

ABOVE: Image from Snohomish County PDS map portal – critical areas map theme.
The black lines represent steeps that exceed 33% slope – not buildable. The teal color represents some type of flowing water.
The locations are approximate only.



North 41 Annexation (couldn't get 60% approval)



Monroe 30 Annexation (current proposal)

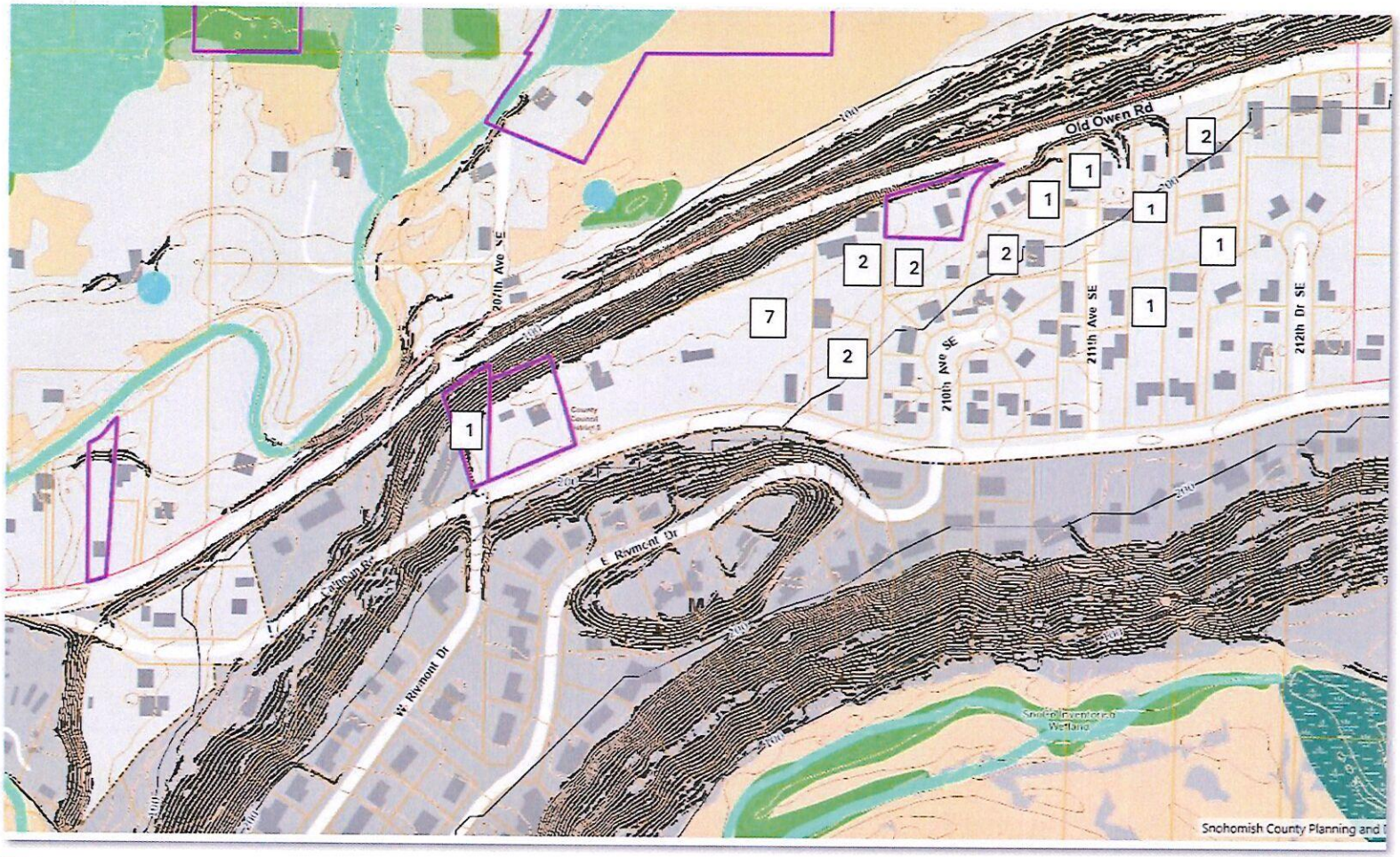
North of Hwy 2 Bypass

- The properties directly north of the Hwy 2 bypass route present a challenge in terms of site access (the road is steep from 178th Dr SE down into the site), sewer connection through the Hwy 2 bypass, and the overall slope of the site down to the bypass route. There are homes built on 3 of the 4 sites.
  The 2021 Buildable Lands Report suggests that 78 new housing units can go on this 13.37 acres assemblage.

Buildable Lands Capacity in Robinhood Neighborhood = 287

Realistic development expectation = 249

MONROE: Calhoun & Old Owen Neighborhood



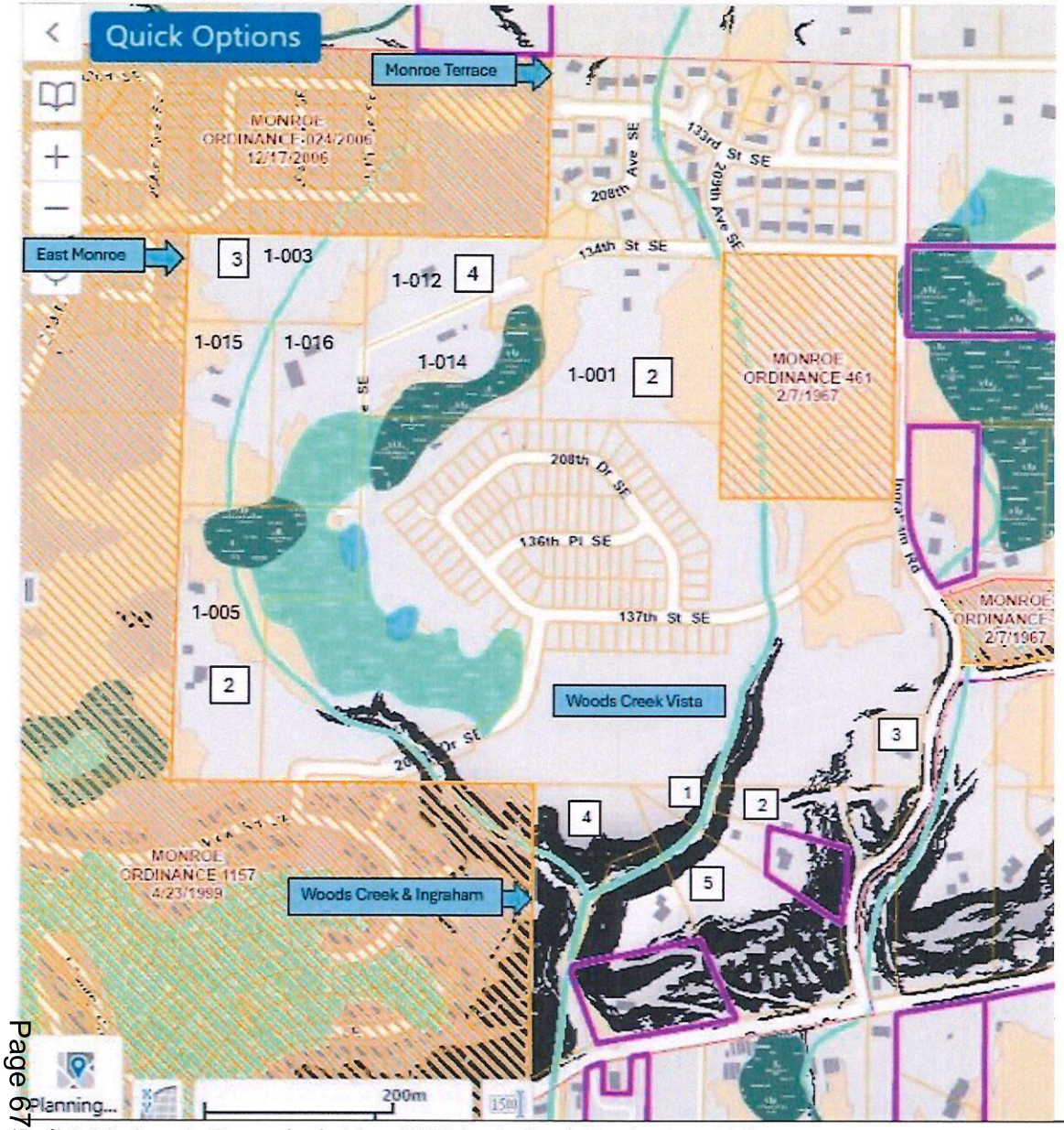
Old Owen & Calhoun Rd

Owen Road and Calhoun Rd exhibits a more rural character with steep slopes down toward the valley on the north and uphill to the south. The sewer goes up Calhoun to an apartment building (at 20621 Calhoun – marked in red on the map). Except for one 3.2 acre parcel with an anticipated 7 new housing units (per the 2021 BLR), the rest of the sites targeted for higher growth all have existing homes on them that take up a good portion of the lots. It is unrealistic to expect that these existing sites will produce any more housing units than what is present on the sites now given the existing development, absence of sewer, location and rural setting.

Buildable Lands Capacity in the Calhoun – Old Owen Neighborhood = 23

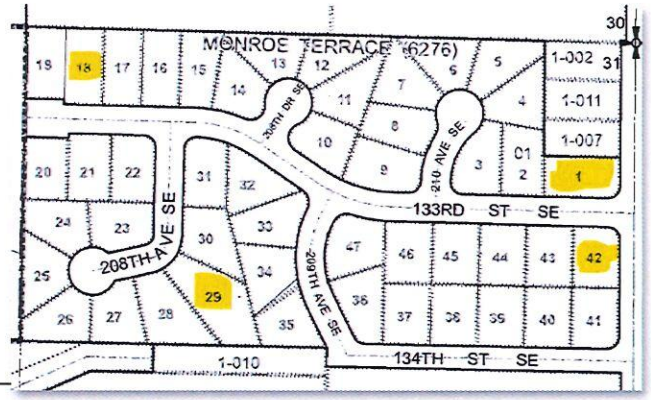
Realistic development expectation = 7

MONROE – East UGA
including Woods Creek Vista, Monroe Terrace, Old Owen & Ingraham Rd



Monroe Terrace

- 47 lot plat with most homes built between 1968 – 1975, some in the 90's – 2000's
- These homes are all on septic systems. It would be cost-prohibitive to extend sewer to serve these few sites *(it is ~1500' just from 133rd & Ingraham to 137th & Ingraham, unsure if sewer extends to Ingraham from the Woods Creek Vista plat)*
- **The 2021 Buildable Lands Report unreasonably suggests there is additional capacity on:**
  - Lot 1 – 2 units (it already has a 2,113 sf house on .31 acres)
  - Lot 18 – 1 unit (it already has a 1682 sf house on .57 ac – house, septic & reserve area that covers the entire lot)
  - Lot 29 – 1 unit (has a septic system on it that serves Lot 30)
  - Lot 42 – 1 unit (lot doesn't perk)



Buildable Lands Capacity in East UGA including Woods Creek Vista, Monroe Terrace, Old Owen & Ingraham Rd = 31

Realistic development expectation = 0 to 7 (maybe)

MONROE – East UGA
including Woods Creek Vista, Monroe Terrace, Old Owen & Ingraham Rd

Woods Creek Vista PRD

- 103 lot PRD with new homes built in 2023/24
- There are significant wetlands mapped both onsite and offsite that affect development on this site and the surrounding sites.

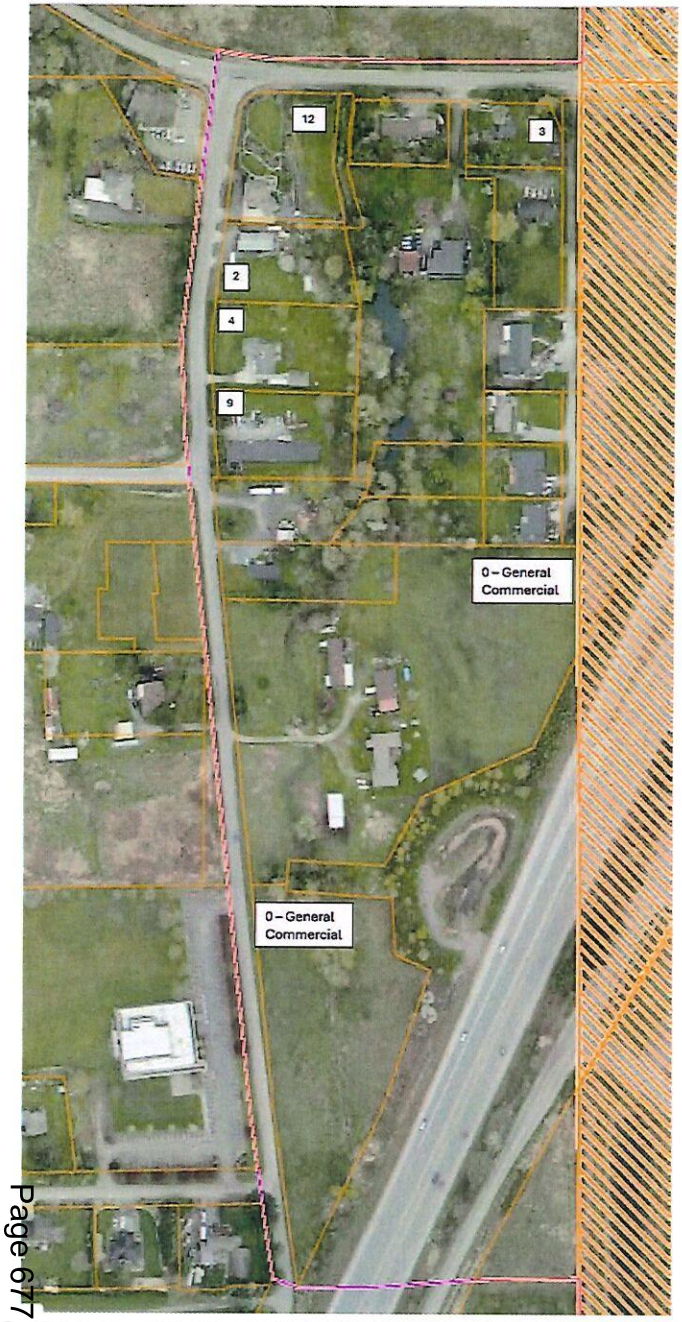
East Monroe – Remaining UGA Area around Woods Creek Vista

- This is a septic area
- Critical areas with associated setbacks limit development potential
- BLR suggests 11 more homes can be built on 4 of the lots around Woods Creek Vista – IF sewer can come through the plat to the NW (Easton Cove), the northern 2 lots MIGHT be able to develop their 7 additional housing units. A more realistic expectation might be that these lots would add an ADU.

Woods Creek Rd & Ingraham Rd (south of Woods Creek Vista)

- The area marked in black is steep slopes that aren't buildable (as they exceed 33% slope)
- Wetlands and hydric soils noted in the plat documents from Woods Creek Vista extend onto the subject sites from the north, limiting any further development on these sites.
- Access to upland area on these sites is off Ingraham Rd (a steep hill) via easement across neighboring lots – there is no access through the plat of Woods Creek Vista.
- There are 2 critical area site plans (CASP) on these sites documenting the slope and limited area for building (lots outlined in purple: Rec #201012200510 and 9612180381). Note that there are no additional house sites on the CASP sites.

MONROE - SW UGA Area



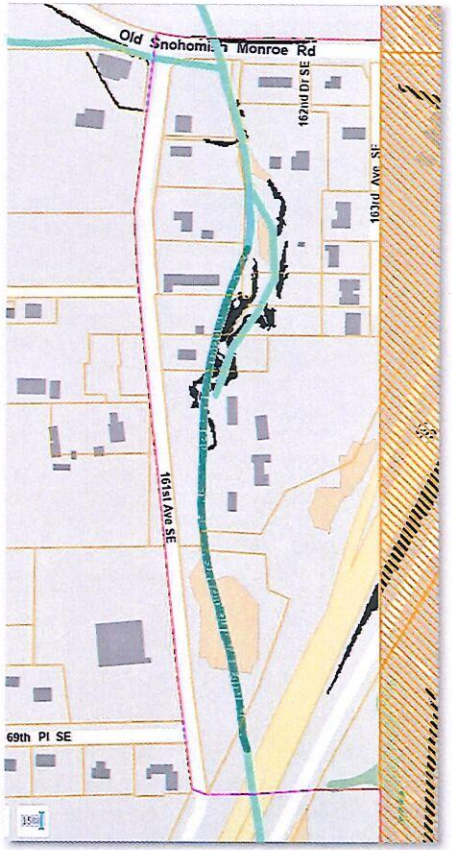
SW UGA Area

The 2021 Buildable Lands Report anticipates 30 new housing units on the sites identified on the adjacent map (which displaces the current 8 households (4 single family homes and a 4-plex)

There is a pond in the middle of these lots, with a drainage that extends north and south through the adjacent lots.

The north ½ of the SW UGA area is impacted by critical areas that would likely preclude any further development beyond what is currently there due to setbacks from critical areas. That makes it unlikely that the footprint of any future development would be larger that what is here currently.

How long will the City be hostage to the anticipated capacity that these lots may someday provide, IF they sell to a developer who MAY develop them, and IF the critical areas ordinance become less restrictive that what it is today to make the increased density achievable?



RIGHT: *Critical areas mapped by Snohomish County*

Buildable Lands Capacity in the SW UGA Neighborhood = 30

Realistic development expectation = 0

May 2, 2024

Snohomish County Council
2024 Comprehensive Plan Update Project Team
Snohomish County PDS

RE: 2024 Comprehensive Plan Update – County Council Briefings 5/7/2024

The City of Monroe appreciates this opportunity to provide comments, to be included in the official record, regarding the Draft 2024 Snohomish County Comprehensive Plan.

On April 23, 2024, at a Regular Business Meeting, City staff provided the Monroe City Council with an update on Snohomish County's 2024 Comprehensive Plan update process. This included an overview of the three Land Use Alternatives considered in the environmental review, and an overview of proposed changes to each chapter and element.

The City generally concurs with the Snohomish County Planning Commission and the County Executive's recommendation to support Future Land Use Maps (FLUMs) Alternative 2 and concurs with the findings, mitigation and unavoidable impacts identified in the Draft Environmental Impact Statement (DEIS) issued on September 6, 2023. The population, housing and employment concentrations within the Metropolitan, Core and High Capacity Transit Communities is consistent with the Puget Sound Regional Council's Vision 2050. This is also consistent with Sound Transit's and Community Transit's long range plans relating to the location of high capacity transit in Snohomish County via light rail and/or bus rapid transit (BRT).

On October 23, 2023 the City of Monroe submitted a letter into the record for the public hearing proceeding before the Planning Commission (Comments on Comprehensive Plan Update – PC Hearing 10/24/2023). At that time the City expressed opposition to the proposed changes to the Matlby UGA and Council Montion 22-099 to expand Monroe's UGA between Roosevelt Road and US-2 as identified on the Future Land Use Maps (FLUMs).

The City continues to oppose all the proposed changes to the Matlby UGA and County Council Montion 22-099 to expand Monroe's UGA between Roosevelt Road and US-2 as identified on the Future Land Use Maps (FLUMs). Below are the City's concerns.

<u>Maltby</u>

The planning goals of Washington's Growth Management Act (GMA) include:

- Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

City of Monroe
14841 179th Ae SE, Suite 320, Monroe, WA 98272
Phone (360) 794-7400 Fax (360) 794-4007
www.monroewa.gov

- Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Puget Sound Regional Council's Vision 2050 regional growth strategy states, "the region accommodates growth in urban areas, focused in designated centers and near transit stations, to create healthy, equitable, vibrant communities well-served by infrastructure and services…" And Regional Growth Strategy Policy MPP-RGS-13 states, Plan for commercial, retail, and community services that serve rural residents to locate in neighboring cities and existing activity areas to avoid the conversion of rural land into commercial uses."

The City of Monroe has consistently maintained that urban level development should occur within city limits where urban services are available, not in unincorporated county with the limited exception of the identified High Capacity Transit (HCT) Communities within the Southwest MUGA. Maltby is not an incorporated jurisdiction or a HCT Community with access to urban level services and is generally characterized by suburban to rural development patterns. Increases in the Maltby UGA and/or increases in land use development intensities further competes with Monroe and other incorporated cities for jobs and housing needed to achieve the population, housing, and employment allocations adopted in the Snohomish Countywide Planning Policies.

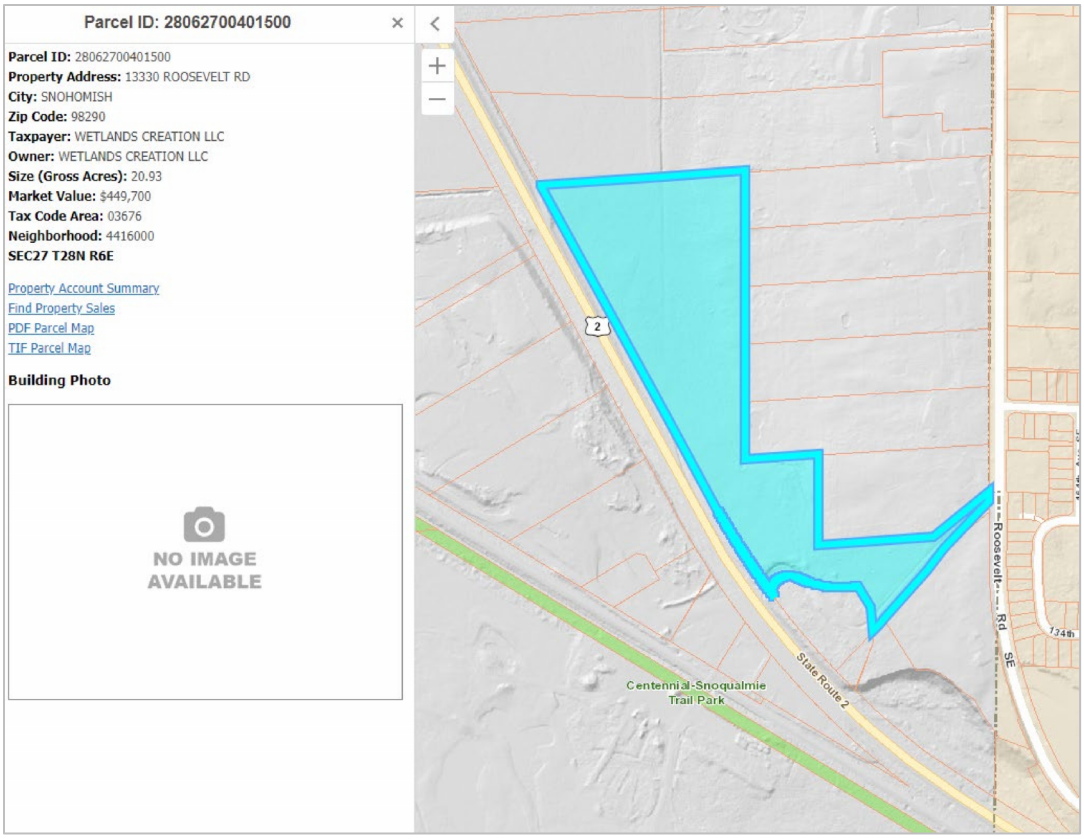
Roosevelt Rd

Cities should have the authority to determine how and where they grow. In 2005, the City of Monroe, through its periodic comprehensive plan update process, identified a preferred UGA expansion into the southwest RUTA. This was not supported by the County and therefore no further action was taken. During this periodic update process the County Council initiated the Roosevelt application, Council Montion 22-099, which is not consistent with the City's preferred long term growth strategy.

The following comments were provided to the County Planning Commission as part of the DEIS and public hearing process that further supports the City's opposition to this UGA expansion request:

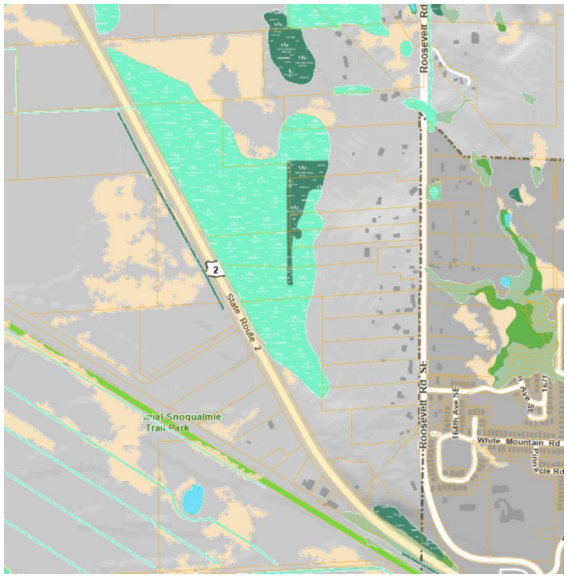
1. A large portion of the County Council Motion 22-099 UGA expansion area is within an open space agriculture tract.

Property Characteristics	
Use Code	830 Open Space Agriculture RCW 84.34
Unit of Measure	Acre(s)
Size (gross)	20.93

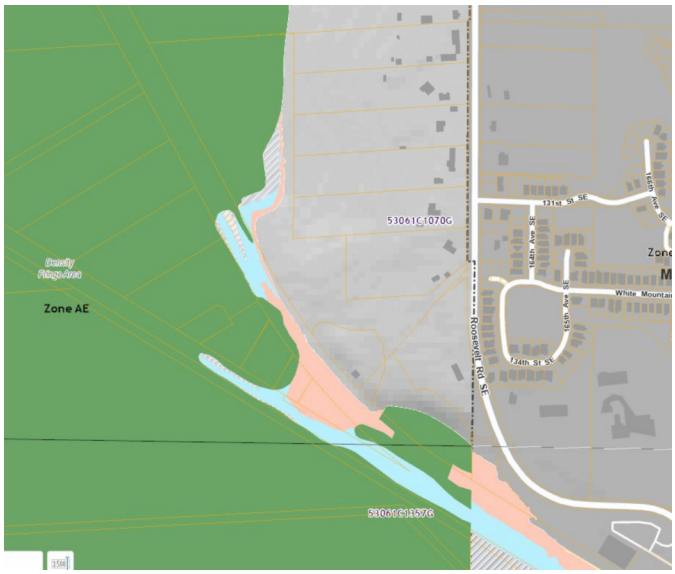


2. A portion of the proposed County Council Motion 22-099 UGA expansion area is identified as having critical areas including wetlands, flood plain based and priority habitat for anadromous fish:

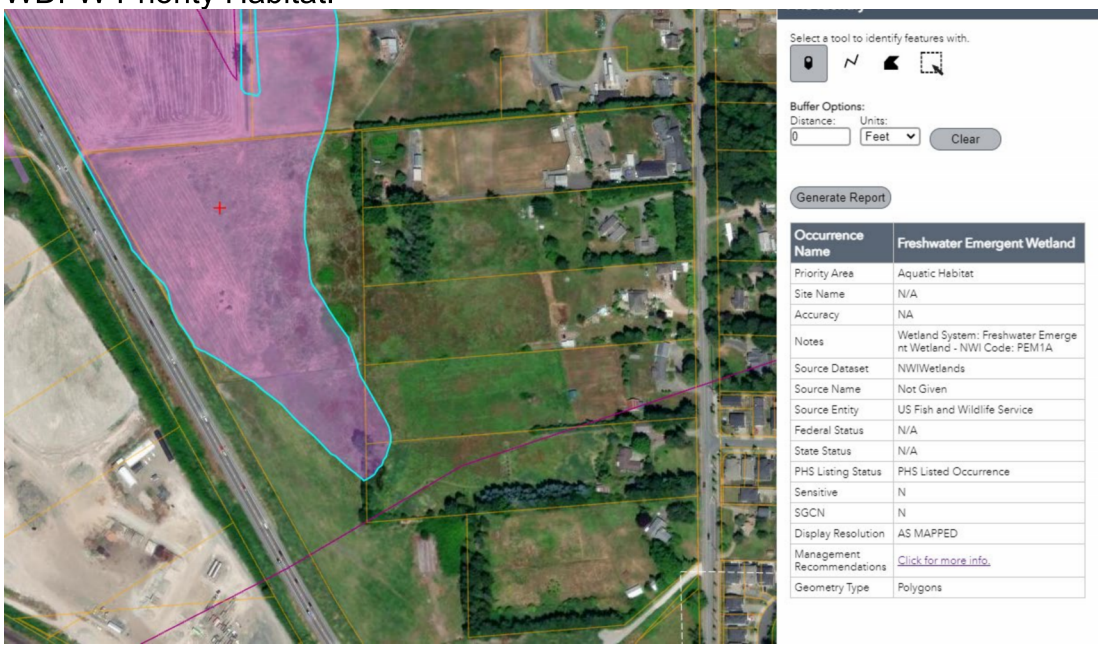
Wetlands:



Flood Plain:

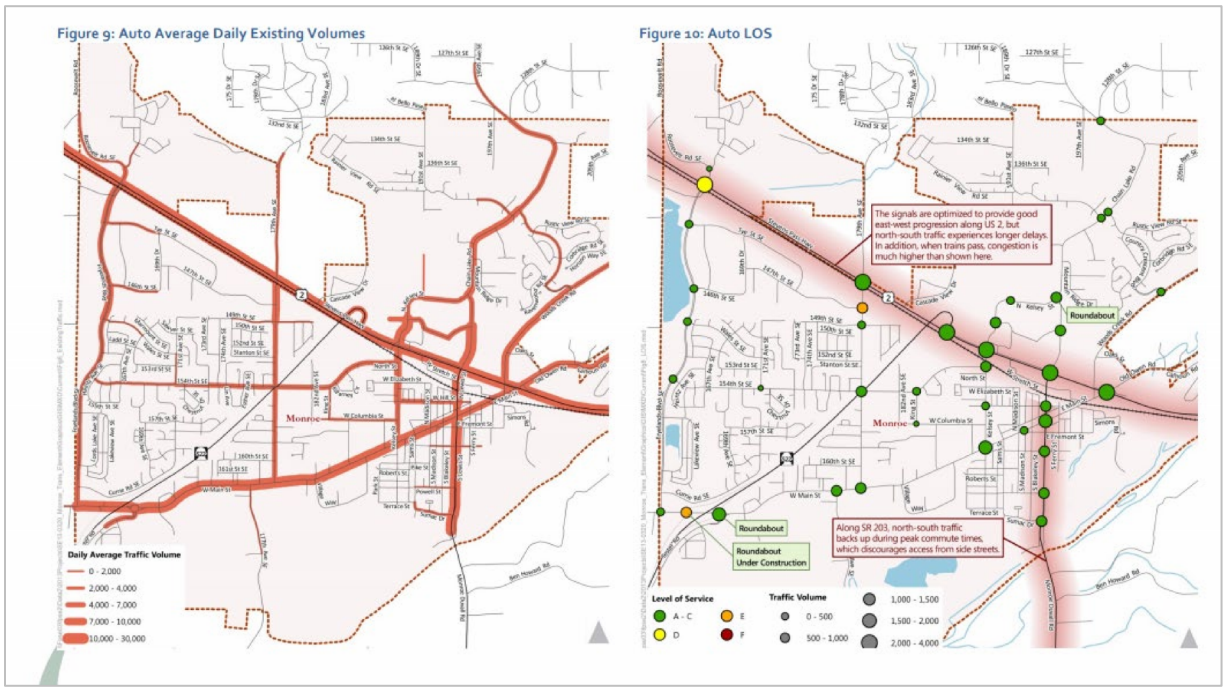


WDFW Priority Habitat:



Occurrence Name	Freshwater Emergent Wetland
Priority Area	Aquatic Habitat
Site Name	N/A
Accuracy	NA
Notes	Wetland System: Freshwater Emergent Wetland - NWI Code: PEM1A
Source Dataset	NWIWetlands
Source Name	Not Given
Source Entity	US Fish and Wildlife Service
Federal Status	N/A
State Status	N/A
PHS Listing Status	PHS Listed Occurrence
Sensitive	N
SGCN	N
Display Resolution	AS MAPPED
Management Recommendations	Click for more info.
Geometry Type	Polygons

3. There are existing transportation issues that were not included in the DEIS analysis relating the County Council Motion 22-099, but included in the City of Monroe 2015-2035 Comprehensive Plan, Appendix D, Transportation Plan:



Although not supported by the City, if the County Council chooses to proceed with this UGA expansion, the City request the existing FLUM designation and zoning remain in place. Any increase in density should occur at time of annexation, consistent with the City's own vision for its growth and development.

MON2 (Davis-Johnson)

The City of Monroe supports the MON2 (Davis-Johnson) Monroe UGA expansion, which was formalized by a 6-1 vote of the City Council on April 25, 2024. This support is based on comments provided by the Davis's during the Public Comment portion of the meeting (comments attached), and the future need for diverse housing within the City of Monroe. The Davis's stated they are willing property owners desiring to annex into the City of Monroe and develop the property at higher residential densities that would help create more diverse housing options for residents with varying income levels in Monroe.

The City Council's support is based on the following conclusions:

- The public comments provided by the Davis's during the City Council meeting on April 25, 2024, including those comments summarized above.
- The 22 acres included in the MON2 proposal are currently surrounded on three sides by the City of Monroe.
- The inclusion of these parcels would allow additional critical connections between the recent residential developments between 191st Street and Chain Lake Road, allowing access to parkland to the west and the multimodal trail along Chain Lake Road.
- The area within the UGA expansion, subsequent to annexation, could be developed with a variety of housing types, specifically middle housing options, and at a variety of price points to help the City comply with the new GMA housing requirements.
- Upon annexation, an extension of the existing Chain Lake Road multi-modal trail across the subject property north towards Chain Lake Elementary School could be completed.

If the County Council chooses to approve the MON2 UGA proposal, the Mayor and City Council request the land use designation and associated zoning not change until the City annexes the property.

City of Monroe Capital Facilities Correction Request

Finally, the City requests revisions to the narrative and map for the City of Monroe's wastewater system summary in the Draft Capital Facilities and Utilities Element. Although the City's adopted 2015 Sanitary Sewer boundary includes a small study area in the SW RUTA, the boundary is being retracted to the UGA for consistency with GMA during this comprehensive plan update cycle. Please update the City of Monroe wastewater system summary in Tale CUE 3-6 on page CUE-130, and the Public Wastewater Systems Map CUE WW Map 1 on page CUE-134, accordingly.

Thank you for considering the City of Monroe's requests and comments.

Geoffrey Thomas
Mayor
City of Monroe, WA

Adopted: December 4, 2024
Effective: December 22, 2024, except UGA expansions and related zoning effective as provided in Section 9 of this ordinance

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

AMENDED ORDINANCE NO. 24-031

RELATING TO MANDATORY UPDATES OF THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN, PURSUANT TO RCW 36.70A.130; ADOPTING FUTURE LAND USE MAP AMENDMENTS TO THE COMPREHENSIVE PLAN

WHEREAS, Snohomish County ("the county") adopted the Snohomish County Growth Management Act Comprehensive Plan (GMACP) including the Future Land Use (FLU) Map on June 28, 1995, through passage of Amended Ordinance No. 94-125; and

WHEREAS, the county has amended the GMACP FLU Map several times since its adoption, most recently by Amended Ordinance No. 22-028 on September 14, 2022; and

WHEREAS, the county must conduct a periodic review of its GMACP pursuant to Revised Code of Washington (RCW) 36.70A.130(3), which directs counties planning under the Growth Management Act (GMA) to take legislative action to review and, if needed, revise their comprehensive plans and development regulations to ensure that population, employment, and housing growth for the succeeding 20-year period can be accommodated; and

WHEREAS, on November 1, 2021, the county began the State Environmental Policy Act (SEPA) scoping period, and held two virtual public meetings on November 9 and November 15, 2021, to kick off the review of the GMACP and to seek comments on a scope for an Environmental Impact Statement (EIS); and

WHEREAS, the county published the SEPA scoping public notice in English, Spanish, and Korean in the Everett Herald, sent it to agencies and interested parties as contained in the Planning and Development Services (PDS) SEPA Distribution List, and posted it to the Snohomish County website; and

WHEREAS, the county created a project website to disseminate information related to the update of the GMACP and to provide opportunities for public input. The website was continually updated over the planning process and included a calendar of events related to Snohomish County Planning Commission ("Planning Commission") briefings and hearings and other public engagement opportunities; and

WHEREAS, the county provided regular briefings on the update of the GMACP to the Snohomish County Tomorrow (SCT) Planning Advisory Committee, SCT Steering Committee, SCT Executive Committee, and SCT Community Advisory Board; and

WHEREAS, the county conducted extensive public engagement for the GMACP update with an emphasis on reaching historically and currently marginalized communities that included online surveys, newsletters translated into Spanish, Korean, and Vietnamese, and in-person events across Snohomish County in 2022 and 2023; and

WHEREAS, the Planning Commission was provided information on the potential GMACP FLU Map amendments, including those included in docket proposals, in a briefing on September 12, 2023; and

WHEREAS, the county issued the Draft Environmental Impact Statement (DEIS) on September 6, 2023, and the 45-day public comment period ended on October 23, 2023; and

WHEREAS, the county created an online interactive mapping tool for the public to review the zoning and FLU Maps studied for each of the three land use alternatives and make site specific comments during the DEIS comment period; and

WHEREAS, county staff held in-person public open houses on September 12 and September 23, 2023, to provide the public an opportunity to obtain information and comment on the DEIS and amendments to the GMACP FLU Map and zoning; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2023, to receive public testimony concerning the amendments contained in this ordinance; and

WHEREAS, the notice of the public open houses and Planning Commission public hearing was mailed to over 38,554 addresses in Snohomish County (including those potentially affected by proposed changes and those within 500 feet of a proposed change located within an urban growth area and 1,000 feet of a proposed change outside of an urban growth area), published in the Everett Herald, posted to the project website, and posted on-site at final docket properties; and

WHEREAS, after the conclusion of its public hearing, the Planning Commission deliberated on November 14 and November 15, 2023, and voted to recommend adoption of the amendments discussed in its recommendation letter dated January 16, 2024; and

WHEREAS, the Snohomish County Executive ("Executive") reviewed staff and public input and the Planning Commission recommendation and made additional FLU Map and zoning map recommendations that differ from the Planning Commission as outlined in the memo dated March 26, 2024, and that are incorporated into this ordinance; and

WHEREAS, on in its hearing related to the 2024 GMACP update on August 19, and September 11, 2024, and as continued thereafter, the Snohomish County Council ("County Council") held a public hearing after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Monroe UGA consistent with the Mon2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Marysville UGA consistent with a modified, smaller version of the MV2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required retain the present Future Land Use Map designation on the Wildlife Committee of Washington (WCW) site, also known as the Kenmore gun range or parcels 27042500300100 and 27042500300200; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, following the public hearing, the County Council deliberated on the amendments contained in this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council makes the following findings:

A. The County Council adopts and incorporates the foregoing recitals as findings as if set forth in full herein.

B. This is a proposal to amend the Snohomish County GMACP as required under RCW 36.70A.130.

C. These amendments were developed in consideration of the fifteen goals of the GMA for the development of local comprehensive plans, as codified at RCW 36.70A.020, and reflect a careful balancing of these goals within the local conditions of Snohomish County. The goals generally are advanced by the amended FLU Map as follows:

- GMA Goal 1 “Urban Growth” – The amendments maintain the focus of directing the majority of new growth into existing urban growth areas (UGAs).

- GMA Goal 2 “Reduce Sprawl” – The amendments reduce the pressure to convert rural and resource lands to sprawling, low-density development.

- GMA Goal 3 “Transportation” – The amendments maintain an efficient multimodal transportation system by directing the majority of new growth into areas served by high-capacity transit.

- GMA Goal 4 “Housing” – The amendments accommodate housing affordable to all economic segments of the population by promoting infill development with a variety of residential densities and housing types within the UGA.

- GMA Goal 5 “Economic Development” – The amendments continue to promote economic development by providing adequate land within the UGA for non-residential uses and designating land for a mix of uses in areas planned for the highest levels of growth near future.

- GMA Goal 6 “Property rights” – The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in September 2018, entitled “Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property,” to help local governments avoid the unconstitutional taking of private property. The process outlined in that advisory memorandum was used by Snohomish County to objectively evaluate the amendments and balance the rights of property owners with other GMA goals.

- GMA Goal 7 “Permits” – The amendments do not adversely impact the processing of permits in a timely and fair manner.

- GMA Goal 8 “Natural Resource Industries” – The amendments are generally focused on unincorporated UGAs and will not impact natural resource industries.

- GMA Goal 9 “Open Space and Recreation” – The amendments enhance open space and recreation by designating land devoted to those uses that are added to the UGA for Public/Institutional Use to limit conversion to other uses.

- GMA Goal 10 “Environment” – The amendments protect the environment by focusing the majority of new growth into UGAs.

- GMA Goal 11 “Citizen Participation” – The GMACP update process has involved early and continuous public participation.

- GMA Goal 12 “Public Services and Facilities” – The amendments will have adequate public services as demonstrated by updated Capital Facilities and Utilities, Transportation, and Parks and Recreation Elements.

- GMA Goal 13 “Historic Preservation” – The amendments are consistent with the cultural resources subelement of the Land Use Element and the new Tribal Coordination Element.

- GMA Goal 14 “Climate Change and Resiliency” – The amendments will help the county mitigate against and adapt to climate change by directing the majority of new growth into UGAs in areas served by high-capacity transit.

- GMA Goal 15 “Shorelines of the State” – The amendments protect the shorelines of the state by focusing the majority of new growth into UGAs.

D. The amendments better achieve, comply with, and implement the Puget Sound Regional Council (PSRC) Multi-County Planning Policies (MPPs) of VISION 2050.

- **Regional Collaboration.** The amendments are consistent with regional and countywide policies and have been developed through inclusive coordination and public participation.

- **Regional Growth Strategy.** The amendments designate future land uses and zoning to accommodate the large majority of projected growth inside the UGA in areas served by high-capacity transit, with a mix of residential and employment uses in transit station areas, with minor UGA adjustments that ensure stable and sustainable UGAs.

- **Environment.** The amendments will minimize impacts to the natural environment by focusing the majority of new growth into UGAs.

- **Climate Change.** The amendments will minimize increases in greenhouse gas emissions from vehicles by focusing the majority of new growth into UGAs in areas served by high-capacity transit.

- **Development Patterns.** The amendments focus the majority of new growth away from rural and resource areas and into UGAs in areas served by high-capacity transit.

- **Housing.** The amendments enhance the availability of affordable, healthy, safe housing choices by allowing a variety of housing types and densities to serve all income levels and demographic groups, encouraging a mix of residential and employment uses in transit station areas.

- **Economy.** The amendments will support a prospering and sustainable local economy by planning for a mix of residential and employment uses within the UGA in areas served by high-capacity transit, promoting a balance of jobs and housing and diverse communities with a high quality of life.

- **Transportation.** The amendments support an efficient multimodal transportation system and promote economic and environmental vitality and healthy communities by focusing the majority of growth into UGAs in areas served by high-capacity transit.

- **Public Services.** The amendments focus the majority of new residential and employment growth away from rural and resource areas and into UGAs in areas served by high-capacity transit and existing public services that can be provided efficiently and cost-effectively.

E. The amendments better achieve, comply with, and implement the CPPs. The CPPs establish a countywide framework for developing and adopting county, city, and town comprehensive plans.

- **General Framework.** The amendments designate future land uses and zoning to accommodate the large majority of projected growth inside the existing UGA as reasonable measures in areas served by high-capacity transit, with a mix of residential and employment uses in transit station areas, with minor UGA adjustments.

- **Joint Planning.** The amendments support joint planning by planning for growth generally consistent with the initial 2044 growth targets developed through Snohomish County Tomorrow and adopted in the CPPs.

- **Development Patterns.** The amendments will promote well designed growth and more vibrant communities by directing the large majority of new growth into UGAs in areas served by high-capacity transit, instead of rural and resource lands.

- **Housing.** The amendments focus the majority of new growth into UGAs served by high-capacity transit, allowing a variety of housing types and densities to facilitate safe, affordable, and diverse housing near jobs, services, and transit.

- **Economic Development and Employment.** The amendments include designating mixed-use areas in high-capacity transit station areas to improve the balance of jobs and housing and provide opportunities for further economic development.

- **Transportation.** The amendments support an efficient multimodal transportation system by focusing the majority of growth into UGAs in areas served by high-capacity transit.

- **The Natural Environment and Climate Change.** The amendments reduce pressure to convert rural and resource lands by directing the majority of new growth into UGAs served by high-capacity transit, minimizing increased greenhouse gas emissions and vehicle miles traveled.

- **Public Services and Facilities.** The amendments focus the majority of new residential and employment growth away from rural and resource areas and into UGAs in areas served by high-capacity transit and existing public services to ensure the health, safety, conservation of resources, and economic vitality of our communities and all residents.

F. The amendments are consistent with the Snohomish County Land Use Element Policy 1.A.1 by including UGA technical corrections that do not increase residential or employment capacity and do not result in total additional population capacity within the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent.

G. The amendments are necessary to maintain internal consistency with the other elements of the GMACP as required by RCW 36.70A.070.

H. Procedural requirements.

1. SEPA requirements with respect to this non-project action have been satisfied through the completion of a DEIS issued on September 6, 2023, and a Final EIS issued on August 27, 2024.

2. The proposal is a Type 3 legislative action pursuant to SCC 30.73.010.

3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce for distribution to state agencies on April 16, 2024.

4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC. The general public and various interested agencies and parties were notified of the public hearings by means of legal notices, the county website, and over 38,554 direct mail notices sent to owners and neighbors of affected properties. Notification was provided in accordance with SCC 30.73.050 and SCC 30.73.070 and consistent with Title VI of the Civil Rights Act of 1964.

5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2018 entitled "Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General's 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.

I. This ordinance is consistent with the record.

1. The amendments to the FLU Map are necessary to:
   a. accommodate the projected population, employment, and housing growth over the next twenty years to 2044; and
   b. adopt the FLU designations in the Urban Core Subarea Plan element of the GMACP, supported by the policies of the Urban Core Subarea Plan and developed through extensive public participation and coordination with service providers and nearby jurisdictions, in order to provide internal consistency and plan for and support future extension of light rail into the unincorporated Southwest UGA within the 2044 planning horizon; and
   c. redesignate and rezone areas within the existing Southwest UGA in municipal urban growth areas that are part of the High Capacity Transit Communities regional geography of the VISION 2050 as reasonable measures to promote infill and redevelopment, accommodate projected growth in population, employment, and housing over the next twenty years to 2044, and provide a greater variety of housing and densities to serve all income segments and demographic groups; and
   d. adopt a technical amendment of the northern boundary of the Arlington UGA to correct a demonstrated mapping error; and
   e. to remove FLU designations for parcels that have been annexed or recorded into tribal trust and are no longer under County jurisdiction.

2. The rationale for the amendments to the FLU Map is described in more detail in sections I and II, III.B.1, 2 and 5, and IV through IX of the staff report dated September 11, 2023, and the report dated October 10, 2023, as they relate to Alternative 2 FLU redesignations that are not part of the docket or Council-initiated UGA expansions, both of which were presented to the Planning Commission and the County Council, as well as in the Planning Commission recommendation letter dated January 16, 2024, and the Executive recommendation memo dated March 26, 2024.

3. FLU Map revisions to implement the Mon2 docket proposal are described and explained in this and the following findings. The Mon2 docket changes amend the FLU Map by expanding the Monroe UGA by approximately 22 acres near Chain Lake Road. This location would be redesignated on the FLU Map from Rural Residential with a

Rural/Urban Transition Area overlay to Urban Low Density Residential. The expansion area and designation are set forth in Exhibit B to this ordinance.

The amendments to UGA boundaries, FLU map designations, and zoning result in a small UGA sizing safety factor for residential capacity within the composite countywide UGA including cities that is in addition to the projected 20-year land area needs but within the acceptable range described as a safety factor below. These amendments help assure adequate housing availability and choices during the planning period, as documented in the 2024 UGA Land Capacity Analysis.

4. RCW 36.70A.070 requires internal consistency between elements of a comprehensive plan and the future land use map. The amendments proposed in the Mon2 docket proposal are consistent with RCW 36.70A.070, because the amendments maintain internal consistency between the GMACP FLU Map and the area-wide zoning map.

5. The Mon2 docket future land use map changes are consistent with RCW 36.70A.110(3) requirements for the location of future urban employment and population growth. Expansion of the Monroe UGA is in an area already characterized by urban growth and that has adequate public facilities to serve urban development. This area has adequate access to urban public facilities and services consistent with the 2024 Transportation Element, Parks and Recreation Element, and Capital Facilities and Utilities Element of the GMACP. Chapter 3.2 of the Draft EIS provides documentation on impacts and mitigation. The Mon2 docket request expansion area is roughly 60% surrounded by the Monroe UGA and the remaining 40% of surrounding property consists of lots developed before GMA adoption that are too small to conform to the current R-5 zoning for the area or to the plan designation of Rural Residential. Thus, the Mon2 docket proposal is in a location surrounded by (1) urban growth and (2) pre-GMA development that visually fits more closely with contemporary understanding of urban growth than with contemporary understanding of rural growth based on lot sizes but where urban services such as sewer and other urban infrastructure have not been extended. The Mon2 site itself is in a location between these areas where public facilities and services can be readily extended to serve new urban growth on the site without having that result in urban development abutting any rural areas that are not already partially urban in character.

6. The Mon2 amendments are consistent with RCW 36.70A.130(1)(e), which requires that comprehensive plan amendments be consistent with the GMA. The amendments are consistent with the GMA requirements for accommodating additional residential capacity in RCW 36.70A.110(2) as the amendments are necessary to provide sufficient capacity. The amendments provide a small increase in population capacity (estimated at 179 additional population), in addition to the projected 20-year land area needs. This increase is within the permissible UGA sizing safety factor discussed below. The proposed actions will help ensure housing availability and choice throughout the planning period, as documented in the 2024 UGA Land Capacity Analysis (LCA). This specific change adds more capacity for detached single family residences and other moderate density housing types, which as documented in the LCA represent less than one third of the future residential development capacity in the combined urban areas (and where more than two thirds of the future development capacity is for multifamily housing options).

7. Consistent with RCW 36.70A.115, the Mon2 amendment, will, in combination with extensive reasonable measures to increase capacity within the existing UGA as documented in the 2024 Reasonable Measures Report, ensure sufficient land suitable for development as documented in the 2024 UGA Land Capacity Analysis.

8. The Mon2 amendments are consistent with RCW 36.70A.100 and 36.70A.210. These require that a comprehensive plan be consistent with the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPPs) and the CPPs. The amendments are consistent with the MPPs and the CPPs as analyzed and described in the findings below.

    a. The Mon2 amendments are consistent with the MPPs. The amendments maintain consistency with the MPPs, including MPPs RGS-4, RGS-6, and RGS-12, by amending the GMACP FLU Map for a minor expansion of the Monroe UGA to provide additional capacity to address need for additional single family residences and other moderate density housing types in the composite UGA. Consistent with MPP RGS-4 because it helps accommodate demand for single family and moderate density housing in a UGA, thus reducing market pressure to satisfy the demand for such housing in surrounding rural areas. These actions take place after adoption of development regulations by both Snohomish County and the City of Monroe to increase capacity for such housing, but where such reasonable measures within the UGA have failed to reduce the rural growth rates to a level consistent with adopted targets. Consistent with MPP RGS-5, this minor UGA adjustment would ensure a stable and sustainable UGA by ensuring adequate land capacity within the UGA sufficient to accommodate the 2044 targets and using pre-GMA development at non-rural densities to delineate the new UGA boundary and provide a transition to other areas that are more clearly rural in character. Consistent with MPP RGS-12 because this minor expansion of the UGA as authorized by MPP RGS-5 does not create a conflict or contradiction with regional planning or transportation objectives in the Regional Growth Strategy (MPP RGS-12) as further described under discussion of CPP GF-4 below.

    b. The Mon2 docket amendments are consistent with the CPPs. The amendments help maintain a 20-year supply of residential land for the Monroe UGA and do not cause the composite countywide UGA capacity to exceed permissible thresholds. The Mon2 docket proposal amendments are consistent with CPP GF-4 which defines consistency with VISION 2050 and the Regional Growth Strategy as the absence of conflicts and contradictions with regional planning and transportation objectives, while allowing flexibility in detail as long as local actions retain overall consistency per RCW 36.70A.100 and WAC 365-196-510. The Mon2 docket proposal amendments are consistent with CPP DP-2 which guides UGA changes as part of the periodic update of the GMACP.

        i. The Mon2 docket amendments are consistent with CPP DP-2.a because the expansion is supported by the 2024 UGA Land Capacity Analysis consistent with RCW 36.70A.110 as the additional land would help ensure that land supply meets the projected 20-year land area need; thus, the plan would provide for adequate housing availability and choice throughout the planning period.

ii. The Mon2 docket amendments are consistent with CPP DP-2.b as they do not result in total additional population capacity within the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent.

iii. The Mon2 docket amendments are consistent with CPP DP-2.c as the amendments are otherwise consistent with the GMA as documented in the record and this ordinance.

iv. The Mon2 docket amendments are consistent with CPP DP2.d because the City of Monroe supports this minor expansion as documented in the record, including a May 2, 2024, letter from the Mayor to the County Council which cites an April 25, 2024, vote in favor of the Mon2 docket application by the City Council. This letter supports the proposed UGA expansion in part to help Monroe achieve new GMA housing requirements for middle housing options and to allow additional connections between existing developments, parkland, and a multimodal trail along Chain Lake Road. Although the City does not elaborate on its reasoning, the letter also requests that the future land use map "designation and associated zoning not change until the City annexes the property." Here the County Council makes several findings of why including the expansion with an Urban Low Density Residential plan designation and R-9,600 zoning is in the public interest. First, for the County's comprehensive plan and zoning to be consistent with GMA, the County must apply an urban future land use designation and urban zoning at the time of UGA expansion. Second, any future urban development at the Mon2 site will require extension of urban utilities, some of which the City controls. Third, the City has generally required annexation before allowing extension of utilities controlled by the City. Fourth, by controlling utility extension and generally only allowing that extension after annexation, the City can achieve its other goals for the site as described in the May 2, 2024, letter, without relying on the County to expand the UGA while continuing to apply a rural future land use designation and zoning to the site.

v. The Mon2 docket amendments are consistent with CPP DP-2.e.2 as the UGA expansion is a result of the review of UGAs to accommodate the succeeding twenty years of projected growth, as projected by the State Office of Financial Management, and adopted by the County as the 20-year urban allocated population projection as required by RCW 36.70A.130(3).

9. The Mon2 docket proposal amendments follow a consideration of reasonable measures consistent with CPP GF-7.b. As documented in the 2024 Reasonable Measures Report, reasonable measures adopted since the 2021 Buildable Lands Report analysis, included in the 2024 Update of the GMACP, or recommended as part of separate ordinances to comply with recent changes in state law, account for a substantial increase to population capacity within the existing UGA, representing a large majority of the additional population capacity documented in the 2024 UGA Land Capacity Analysis above what was estimated for the No Action alternative in the DEIS.

10. The Mon2 docket proposal amendments are consistent with the GMACP policies. The amendments are consistent with the Snohomish County Land Use Element Policy 1.A.1 by including UGA expansions that do not result in total additional population or employment capacity in the Snohomish County composite UGA that would exceed the

total 20-year forecasted UGA population growth by more than 15 percent. The amendments are consistent with LU Policy 1.A.9 because the expansion complies with the GMA and is consistent with the CPPs, including CPP DP-2, as described herein.

11. FLU Map revisions to implement a portion of the MV2 docket proposal are described and explained in this and the following findings. The MV2 docket proposal, as revised, would amend the FLU Map by expanding the Marysville UGA by approximately 39 acres to include parcels 31052700100400, 31052700100500, and 31052700400200 plus rail right-of-way to the west and road right-of-way for 67th Ave NE to the east. This location would be redesignated on the FLU Map from Rural Residential-10 to Urban Industrial. The expansion area and designation are set forth in Exhibit C to this ordinance. The effects of the MV2 amendment, as revised, is described herein.

12. RCW 36.70A.070 requires internal consistency between elements of a comprehensive plan and the future land use map. The amendments proposed the MV2 docket proposal, as revised, are consistent with RCW 36.70A.070, because the amendments maintain internal consistency between the GMACP FLU Map and the area-wide zoning map.

13. As revised, the MV2 docket proposal future land use map changes are consistent with RCW 36.70A.110(3) requirements for the location of future urban employment growth. Expansion of the Marysville UGA is in an area already characterized by urban industrial growth to the north and to the west. The subject site is in a location where public facilities to serve urban development on site can be extended. This area has adequate access to urban public facilities and services consistent with the 2024 Transportation Element, Parks and Recreation Element, and Capital Facilities and Utilities Element of the GMACP. Chapter 3.2 of the Draft EIS provides documentation on impacts and mitigation. The MV2 docket site, as revised, is in a triangular location wedged between urban industrial land in the City of Marysville and an arterial road (67th Ave NE) which would form a logical new UGA boundary in this area.

14. The revised MV2 docket amendments are consistent with RCW 36.70A.130(1)(e), which requires that comprehensive plan amendments be consistent with the GMA. The amendments are consistent with the GMA requirements for preparing a land use element that designates land for industrial uses in proximity to housing, thereby using a planning approach to reduce per capita vehicle miles traveled and greenhouse gas emissions (RCW 36.70A.070(1)) because adding additional employment capacity in the north part of the Snohomish County's composite UGA will help create a better jobs-to-housing balance and thereby help reduce the length of commuter trips from surrounding residential areas.

15. Consistent with RCW 36.70A.115, the revised MV2 amendment, will, in combination with reasonable measures to increase capacity within the existing UGA as documented in the 2024 Reasonable Measures Report, ensure sufficient land suitable for development as documented in the 2024 UGA Land Capacity Analysis. A specific reasonable measure taken to increase industrial capacity since the prior periodic update to the GMACP was adoption of Amended Ordinance 16-013 (Ord. 16-013), which reduced minimum parking requirements for most industrial uses by 1/3 thereby allowing more buildings and employees on the same amount of land. Although Ord. 16-013 increased employment capacity generally, it did not increase the number of available "large developable industrial sites" specifically and did not resolve a small shortfall in employment capacity for the Marysville UGA as documented in the Land Capacity Analysis. As applied to the

revised MV2 amendment, the change will add more capacity for employment in proximity to housing, by adding a new large developable industrial site consistent with the criteria for such in CPP DP-2.e.7 as described below.

16. The MV2 amendments, as revised, are consistent with RCW 36.70A.100 and 36.70A.210. These require that a comprehensive plan be consistent with the Puget Sound Regional Council (PSRC) Multicounty Planning Policies (MPPs) and the CPPs. The amendments are generally consistent with the MPPs and the CPPs as analyzed and described in section 3.2.2 of the DEIS, in the September 11, 2023, and October 10, 2023, PDS staff reports to the Planning Commission, and in the additional findings below that provide specific reasons why the revised (reduced) version of MV2 is consistent with the MPPs and CPPs.

c. The MV2 amendment, as revised, is consistent with the MPPs. The amendments maintain consistency with the MPPs, including MPPs RGS-4, RGS-5, RGS-6, RGS-10, and RGS-12, by amending the GMACP FLU Map for a minor expansion of the Marysville UGA to provide additional employment capacity, including capacity for "large developable industrial sites" as that phrase is used in the CPPs and as discussed below.

    a. Consistent with MPP RGS-4 by accommodating employment growth in a UGA and when expansion of that UGA (Marysville) is not in conflict with the goals of the regional open space and conversation plan.

    b. Consistent with MPP RGS-6 by first having adopted reasonable measures to optimize development potential of existing industrial land generally and then by expanding the UGA only to address a capacity shortfall for the Marysville UGA of 93 jobs as described in the DEIS for the no action alternative. Further, where the expansion is taking place is in a location to accommodate a specific need for a large developable industrial site as authorized by the CPPs.

    c. Consistent with MPP RGS-10, by amending the GMACP FLU Map for a minor expansion of the Marysville UGA to increase the share of employment growth in the designated cascade manufacturing industrial center. This helps maintain a 20-year supply of industrial land for the Marysville UGA, including both employment capacity in a general sense and a sufficient supply of large developable industrial sites specifically.

    d. Consistent with MPP RGS-5 and MPP RGS-12 because this minor expansion of the UGA as authorized by MPP RGS-5 does not create a conflict or contradiction with regional planning or transportation objectives in the Regional Growth Strategy (MPP RGS-12) as further described under discussion of CPP GF-4 below.

d. The MV2 amendment, as revised, is consistent with the CPPs. The MV2 amendment, as revised, is consistent with CPP GF-4 which defines consistency with VISION 2050 and the Regional Growth Strategy as the absence of conflicts and contradictions with regional planning and transportation objectives, while allowing flexibility in detail as long as local actions retain overall consistency per RCW 36.70A.100 and WAC 365-196-510. The MV2 amendment, as revised, is also consistent with CPP DP-2 which guides UGA changes as part of the periodic update of the GMACP.

a. Consistent with CPP DP-2.a because a land capacity analysis adopted by the County Council found an employment capacity shortfall in the Marysville UGA of 93 jobs if no action was taken. Meanwhile, the addition employment capacity estimate for the MV2 proposal, as revised, would result in an employment capacity increase of 29 additional jobs per an email from PDS staff to the County Council on September 27, 2024. Adding the additional capacity for the MV2 amendment, as revised, to the no action estimate of employment capacity would leave a remaining employment capacity deficit in the Marysville UGA of 64.

b. Consistent with CPP DP-2.c as the amendments are otherwise consistent with the GMA as documented in the record and this ordinance.

c. Consistent with CPP DP-2.d which requires either support of the affected city or, after consultation with that city, findings by the County Council on how the expansion serves the public interest. The City of Marysville has not directly commented on the MV2 proposal as revised. With respect to the larger MV2 proposal, an internal City email from September 12, 2023, that was forwarded by City staff to County staff on October 4, 2024, describes the City's position as "remaining neutral on this UGA request and we [the city] are following the progress to see what the County does." Based on this position of neutrality for the larger MV2 expansion and absence of specific comment by the City on the MV2 proposal, as revised, the County Council finds that the MV2 proposal, as revised, is in the public interest because it helps to address an employment capacity shortfall in the Marysville UGA. Further, it does so by specifically adding another large developable industrial site in relative proximity to an area with rapidly growing housing stock and thereby helps to maintain a healthy jobs to housing balance in the north part of Snohomish County.

d. Consistent with CPP DP-2.e.4.b as the amendment will provide additional employment capacity to help accommodate the projected employment needs of the Marysville UGA.

e. Consistent with CPP DP-2.e.7 as the amendment will provide additional industrial land to meet continued need for large industrial sites.

17. The MV2 docket proposal amendment, as revised, is consistent with the GMACP policies, including Land Use Objective 1.A, Land Use Objective 6.D, and Natural Environment Objective 1.B.

a. Consistent with Land Use Objective 1.A which requires maintenance of UGAs with sufficient capacity to accommodate the majority of the county's projected population and employment growth.

i. Consistent with LU Policy 1.A.1 by including UGA expansions that do not result in total additional population or employment capacity in the Snohomish County composite UGA that would exceed the total 20-year forecasted UGA population growth by more than 15 percent (because the amendment would have no impact to population capacity).

ii. Consistent with LU Policy 1.A.9 because the expansion complies with the GMA, has occurred after adoption of reasonable measures, and is consistent with the CPPs, including CPP DP-2, as described herein.

b. Consistent with Land Use Objective 6.D which designates an area outside the Marysville Urban Growth Area as Rural Residential-10 (RR-10) to "maintain large parcel patterns for small farm and low density rural uses" because, although geographically reduced, the remaining RR-10 designation may still serve that objective.

i. Consistent with LU Policy 6.D.1, by concurrent amendment to Ordinance 24-033 that specifically exempts the parcels in the MV2 proposal, as revised, from the boundaries of the RR-10 designation described by this policy.

ii. The County Council makes note that the parcels within the expansion area are not designated as Agricultural Resource lands on the County's Future Land Use Map. The RR-10 designation is a rural land use designation rather than an agricultural land use designation. Since its establishment, the purpose of the RR-10 designation has been to include:

> *lands which have been previously designated agriculture in pre-GMA subarea comprehensive plans or zoned Agriculture-10 Acre. The existing Agricultural-10 Acre zone will continue to remain in place until the Comprehensive Plan is amended in the future and implementing regulations for this designation are adopted.*
>
> *This category provides for an alternative rural lot size and possible set of uses which can accommodate a wider variety of rural uses and lots, be used where hazardous and critical areas require lower density and be applied as a transition category between resource lands/critical areas and rural residential/urban areas.*

iii. With respect to the RR-10 designation, the boundaries of which are to be reduced by the MV2 proposal, as revised, the County Council finds that since adoption of the RR-10 designation, no implementing regulations for this designation have been adopted. Instead, Snohomish County has adopted regulations to project development from flood hazards, geologic hazards, and to protect various types of critical areas. These new regulations apply countywide, not just to the RR-10 designated areas. Such regulations serve to implement the policy purpose of addressing hazardous and critical areas in the RR-10 designation, including the area to be made formerly RR-10 by the addition of the MV2 proposal, as revised, to the Marysville UGA.

c. Consistent with Natural Environment Objective 1.B which directs the county to accommodate growth "in a manner that maintains and protects elements of the natural environment" because of specific implementation of NE policies 1.B.1 and 1.B.4 as follows.

i. Consistent with NE Policy 1.B.1, which requires consideration of land use plan designations and development regulations that take into account several environmental considerations. These requirements have been met through

programmatic implementation of development regulations in SCC Title 30. The County Council finds that surface water resources will be protected by the MV2 proposal, as revised. The MV2 proposal, as revised, is much smaller than the original MV2 proposal and any future development would be subject to development regulations that have been adopted and updated since the original adoption of NE Policy 1.B.1. For instance, compliance with Chapter 30.62A will result in adequate mitigation of adverse or significant adverse impacts on wetlands, fish and wildlife habitat conservation areas and their buffers for compliance with the State Environmental Policy Act (SEPA) (SCC 30.62A.030). Compliance with Chapter 30.62B SCC provides adequate mitigation under SEPA for geologically hazardous area (SCC 30.62B.030) and compliance with Chapter 30.62C provides adequate mitigation for critical aquifer recharge areas (SCC 30.62C.030). Similarly, compliance with drainage requirements of Chapter 30.63A and land disturbing activity requirements in Chapter 30.63B provide adequate mitigation for environmental considerations listed in NE Policy 1.B.1.

ii. Consistent with NE Policy 1.B.4 which says to "plan for growth in a manner that encourages reduction of sprawl, meets GMA housing goals and places employment and residential uses in close proximity to reduce impacts to air quality" because the MV2 proposal, as revised, would help accommodate employment growth in proximity to residential growth, thereby helping to reduce impacts to air quality.

J. This ordinance is consistent with RCW 36.70A.067, which requires that the initial effective date of an action that expands an urban growth area designated under RCW 36.70A.110 is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of the comprehensive plan, development regulation, or amendment to the plan or regulation, implementing the action, as provided in RCW 36.70A.290(2); or (2) If a petition for review to the growth management hearings board is timely filed, upon issuance of the board's final order.

Section 2. The County Council makes the following conclusions:

A. The amendments to the GMACP maintain internal consistency.

B. The amendments are consistent with the CPPs and the MPPs.

C. The amendments are consistent with and comply with the procedural and substantive requirements of the GMA.

D. The County has complied with all SEPA requirements with respect to this non-project action.

E. The amendments do not result in an unconstitutional taking of private property for a public purpose.

Section 3. The Snohomish County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding, which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit A to this ordinance, which is attached hereto and incorporated by reference into this ordinance.

Section 5. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit B to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Monroe UGA and redesignation.

Section 6. LU Map 1 (Future Land Use) of the GMACP Land Use Element, last amended by Ordinance No. 24-030 on December 4, 2024, is amended as indicated in Exhibit C to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Monroe UGA and redesignation.

Section 7. The County Council directs the Code Reviser to update SCC 30.10.060 pursuant to SCC 1.02.020(3).

Section 8. Severability and Savings. If any section, sentence, clause or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board (Board), or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided, however, that if any section, sentence, clause, or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause, or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause or phrase as if this ordinance had never been adopted.

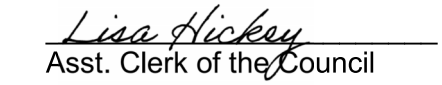
Section 9. The effective date of this ordinance is as provided in the Snohomish County Charter Section 2.110 and SCC 2.48.126, except as follow. Consistent with RCW 36.70A.067, the effective date of this ordinance is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of this ordinance, as provided in RCW 36.70A.290(2); or (2) if a petition for review to the Growth Management Hearings Board is timely filed, upon issuance of the Board's final order affirming the ordinance or a decision by a court of law concluding the ordinance complies with the GMA.

PASSED this 4th day of December 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish, Washington

Council Chair

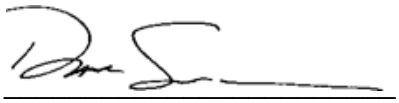
ATTEST:



Asst. Clerk of the Council

(X) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: December 12, 2024



County Executive

ATTEST:

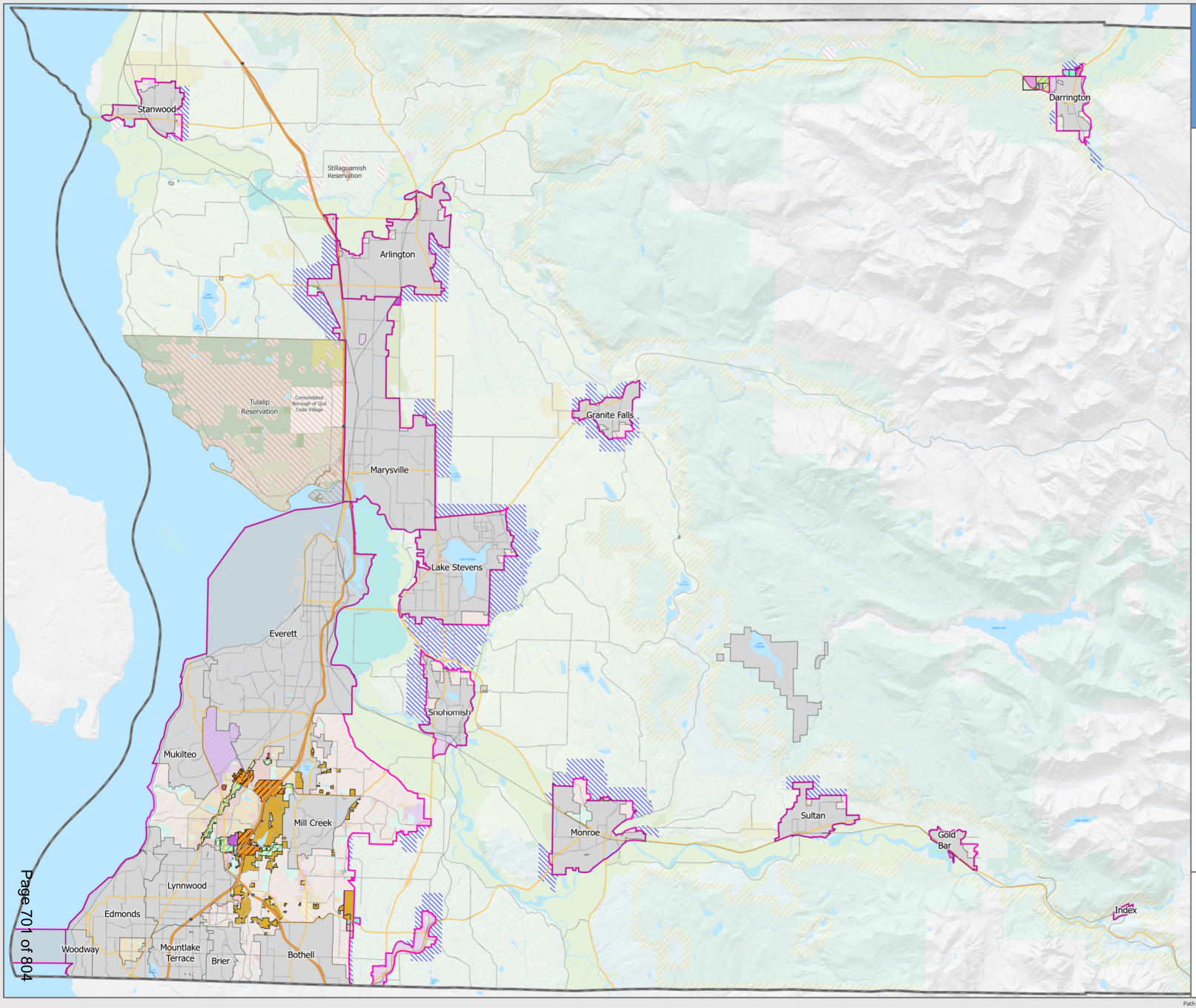
Melissa Geraghty

Approved as to form only:

_____
Deputy Prosecuting Attorney

EXHIBIT A

[INSERT FLU MAP HERE]



SNOHOMISH COUNTY 2024 GMA COMPREHENSIVE PLAN FUTURE LAND USE

Amended Ordinance No. 24-031

Current FLU Designations

- Clearview Rural Commercial
- Commercial Forest
- Commercial Forest - Forest Transition Area
- Local Commercial Farmland
- Local Forest
- Low Density Rural Residential (1 DU/20 Acres)
- National Forest (Includes Some Private and Non-Federal Public Lands
- Public/Institutional Use
- Recreational Land
- Reservation Commercial
- Riverway Commercial Farmland
- Rural Freeway Service
- Rural Industrial
- Rural Residential (1 DU/5 Acres Basic)
- Rural Residential - RD (1 DU/5 Acres)
- Rural Residential-10 (1DU/10 Acres)
- Rural Residential-10 Resource Transition (1 DU/10 Acres)
- Rural Residential-5 (1 DU/5 Acres)
- Transit Pedestrian Village
- Upland Commercial Farmland
- Urban Center
- Urban Commercial
- Urban High Density Residential
- Urban High Density Residential/Urban Industrial (overlapping designations)
- Urban Horticulture
- Urban Industrial
- Urban Low Density Residential (3 DU/Acre Gold Bar and Darrington)
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban Village

Amended FLU Designations

- Commercial Forest - Forest Transition Area
- Public/Institutional Use
- Rural Industrial
- Rural Residential - RD (1 DU/5 Acres)
- Urban Center
- Urban High Density Residential
- Urban Industrial
- Urban Low Density Residential (3 DU/Acre Gold Bar and Darrington)
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban Village
- Light Rail Community
- Mixed Use Corridor
- Incorporated Area
- Map Amendments

Other

- Tribal Land
- Rural/Urban Transition Area
- Manufacturing/Industrial Center (Uninc. Portion)
- County Boundary
- Incorporated Area
- Urban Growth Area (UGA)
- Amended UGA Boundary
- Tulalip Reservation
- Stillaguamish Reservation
- Consolidated Borough of Quil Ceda Village
- Lakes
- Streams
- Railroad
- Interstate
- State Route
- Arterial

0 2 4 Miles

Snohomish County

Snohomish County Data and Map Disclaimer

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Path: W:\plng\carto\Projects\Comp Plan\FLU\ArcMaps\Exec Recommendation\Comp_Plan_Update_FLU\Comp_Plan_Update_FLU.aprx

Exhibit B: Future Land Use Map Changes

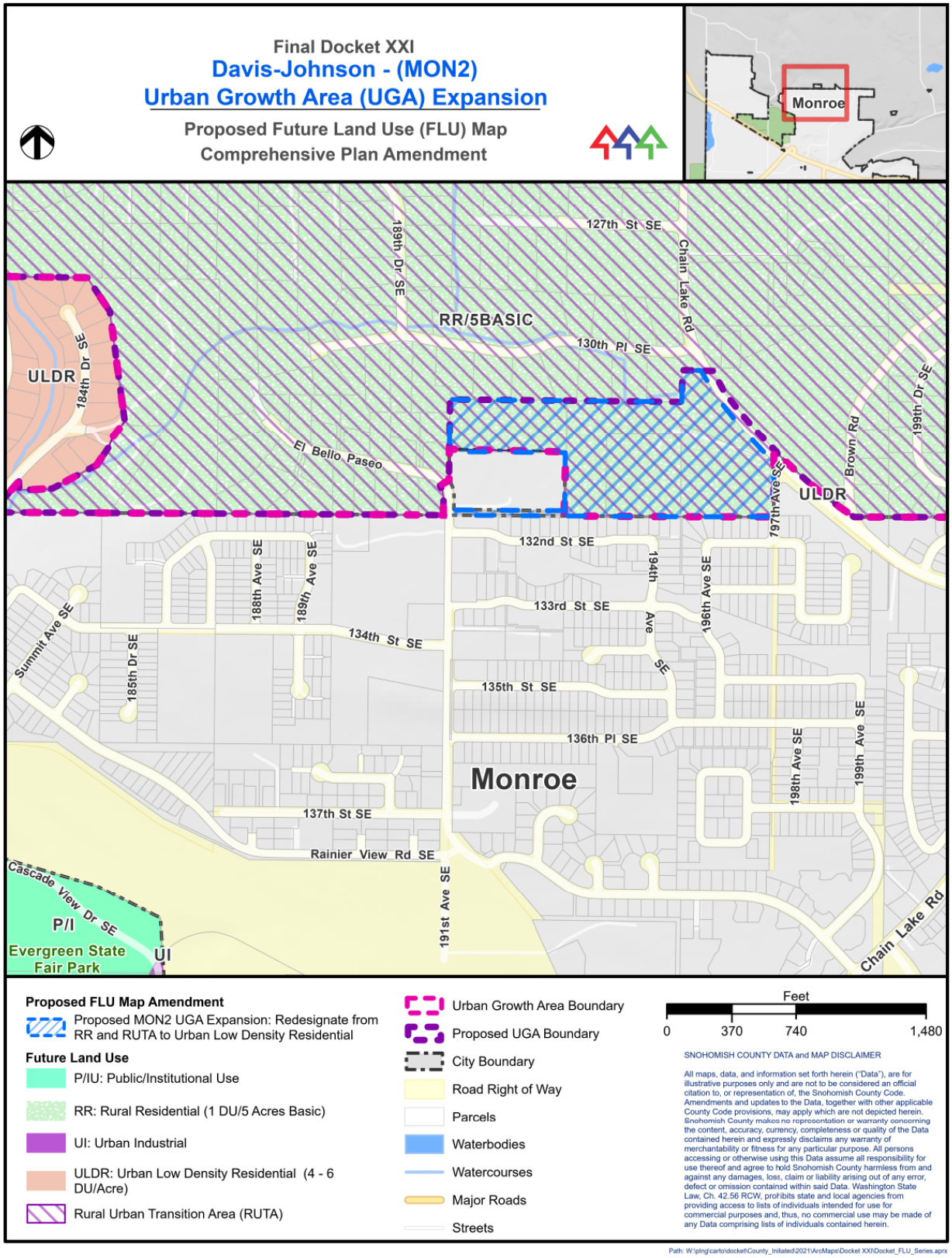
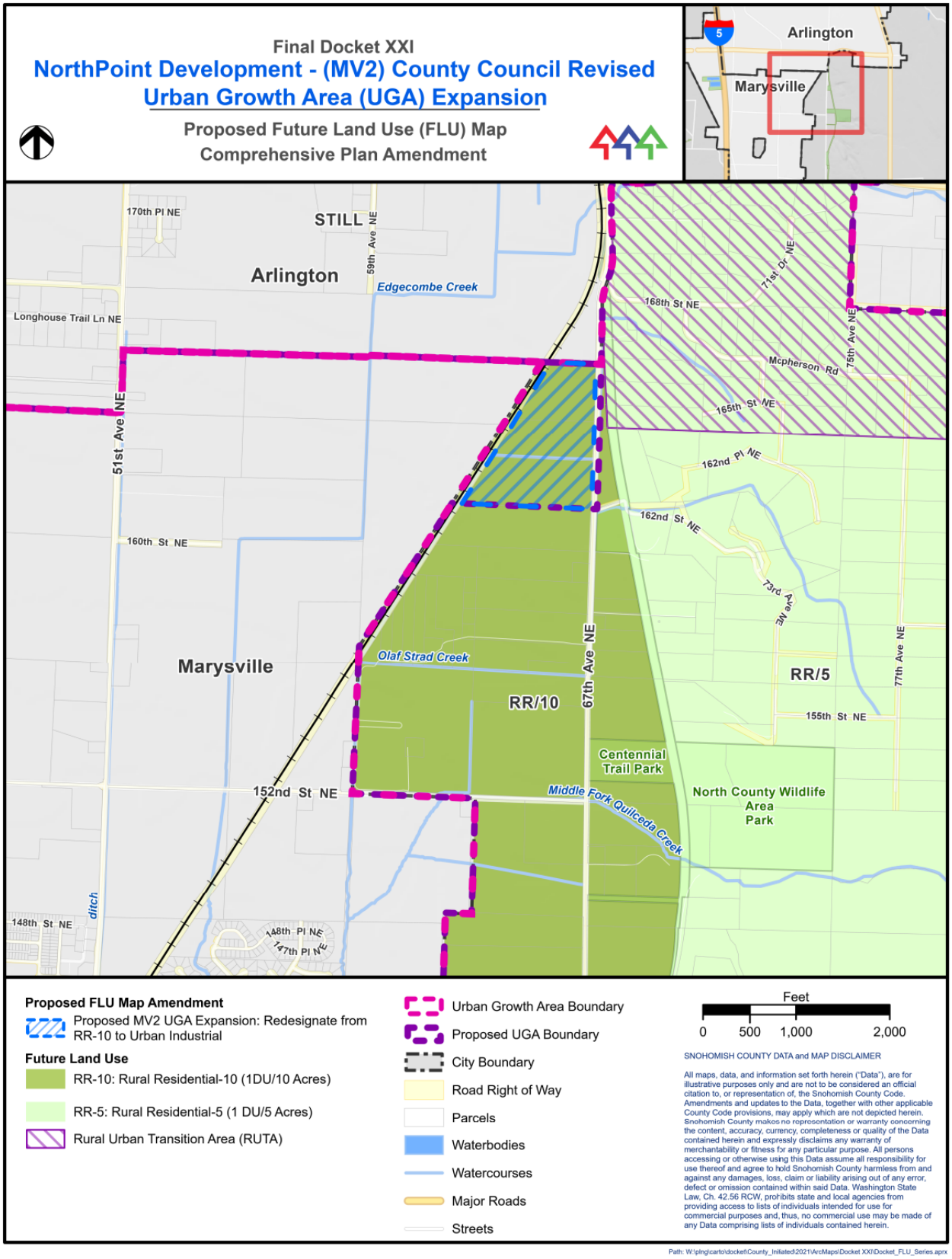


Exhibit C: Future Land Use Map Changes



Adopted: December 4, 2024
Effective: December 22, 2024, except UGA expansions and related zoning effective as provided in Section 8 of this ordinance

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

AMENDED ORDINANCE NO. 24-032

RELATING TO MANDATORY UPDATES OF THE SNOHOMISH COUNTY GROWTH MANAGEMENT ACT COMPREHENSIVE PLAN (GMACP), PURSUANT TO RCW 36.70A.130; AMENDING THE OFFICIAL ZONING MAP AS PART OF THE 2024 GMACP UPDATE

WHEREAS, Snohomish County ("the county") adopted the Snohomish County Growth Management Act Comprehensive Plan (GMACP) including the Future Land Use (FLU) Map on June 28, 1995, through passage of Amended Ordinance No. 94-125; and

WHEREAS, the county has amended the GMACP FLU Map several times since its adoption, most recently by Amended Ordinance No. 22-028 on September 14, 2022; and

WHEREAS, the Snohomish County Official Zoning Map ("zoning map") must be consistent with the FLU Map; and

WHEREAS, the county must conduct a periodic review of its GMACP pursuant to Revised Code of Washington (RCW) 36.70A.130(3), which directs counties planning under the Growth Management Act (GMA) to take legislative action to review and, if needed, revise their comprehensive plans and development regulations to ensure that population, employment, and housing growth for the succeeding 20-year period can be accommodated; and

WHEREAS, on November 1, 2021, the county began the State Environmental Policy Act (SEPA) scoping period, and held two virtual public meetings on November 9 and November 15, 2021, to kick off the review of the GMACP and zoning map and to seek comments on a scope for an Environmental Impact Statement (EIS); and

WHEREAS, the county published the SEPA scoping public notice in English, Spanish, and Korean in the Everett Herald, sent it to agencies and interested parties as contained in the Planning and Development Services (PDS) SEPA Distribution List, and posted it to the Snohomish County website; and

WHEREAS, the county created a project website to disseminate information related to the update of the GMACP and to provide opportunities for public input. The website was continually updated over the planning process and included a calendar of events related to Snohomish County Planning Commission ("Planning Commission") briefings and hearings and other public engagement opportunities; and

WHEREAS, the county provided regular briefings on the update of the GMACP to the Snohomish County Tomorrow (SCT) Planning Advisory Committee, SCT Steering Committee, SCT Executive Committee, and SCT Community Advisory Board; and

WHEREAS, the county conducted extensive public engagement for the GMACP update with an emphasis on reaching historically and currently marginalized communities that included online surveys, newsletters translated into Spanish, Korean, and Vietnamese, and in-person events across Snohomish County in 2022 and 2023; and

WHEREAS, the Planning Commission was provided information on the potential GMACP FLU Map and zoning map amendments, including those included in docket proposals, in a briefing on September 12, 2023; and

WHEREAS, the county issued the Draft Environmental Impact Statement (DEIS) on September 6, 2023, and the 45-day public comment period ended on October 23, 2023; and

WHEREAS, the county created an online interactive mapping tool for the public to review the zoning maps and FLU Maps studied for each of the three land use alternatives and make site specific comments during the DEIS comment period; and

WHEREAS, county staff held in-person public open houses on September 12 and September 23, 2023, to provide the public an opportunity to obtain information and comment on the DEIS and amendments to the GMACP FLU Map and zoning map; and

WHEREAS, the Planning Commission held a public hearing on October 24, 2023, to receive public testimony concerning the amendments contained in this ordinance; and

WHEREAS, the notice of the public open houses and Planning Commission public hearing was mailed to over 38,554 addresses in Snohomish County (including those potentially affected by proposed changes and those within 500 feet of a proposed change located within an urban growth area and 1,000 feet of a proposed change outside of an urban growth area), published in the Everett Herald, posted to the project website, and posted on-site at final docket properties; and

WHEREAS, after the conclusion of its public hearing, the Planning Commission deliberated on November 14 and November 15, 2023, and voted to recommend adoption of the amendments discussed in its recommendation letter dated January 16, 2024; and

WHEREAS, the Snohomish County Executive ("Executive") reviewed staff and public input and the Planning Commission recommendation and made additional FLU Map and zoning map recommendations that differ from the Planning Commission as outlined in the memo dated March 26, 2024, and that are incorporated into this ordinance; and

WHEREAS, in its hearing related to the 2024 GMACP update on August 19, and September 11, 2024, and as continued thereafter, the Snohomish County Council ("County Council") held a public hearing after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Monroe UGA consistent with the Mon2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required to implement the expansion of the Marysville UGA consistent with a modified, smaller version of the MV2 docket proposal; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, in its hearing on September 11, 2024, the County Council directed staff to prepare any amendments that may be required retain the present zoning on the Wildlife Committee of Washington (WCW) site, also known as the Kenmore gun range or parcels 27042500300100 and 27042500300200; and

WHEREAS, the County Council continued its hearing from September 11, 2024, to October 2, 2024, for continued public comment, deliberation, and discussion of various GMACP ordinances, including this ordinance; and

WHEREAS, the County Council continued its hearing from October 2, 2024, to December 4, 2024, for consideration of public comment and the entire record related to amendments contained in this ordinance; and

WHEREAS, following the public hearing, the County Council deliberated on the amendments contained in this ordinance;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council makes the following findings:

A. The County Council adopts and incorporates the foregoing recitals as findings as if set forth in full herein.

B. The zoning map amendments are required under RCW 36.70A.130. Most of the zoning map amendments are required to ensure consistency between the zoning map and the FLU Map amendments adopted by the County Council as part of the GMACP update. Therefore, the findings and conclusions contained in the ordinance amending the GMACP FLU Map as a part of the GMACP update are relevant and applicable to the zoning map amendments contained in this ordinance and are incorporated herein by this reference.

C. The zoning map amendments will support economic development by eliminating the need for costly and time-intensive quasi-judicial rezones for isolated parcels that are surrounded by more intensive zoning. The proposed rezones will assist in processing permits in a timely and fair manner by eliminating the need for a quasi-judicial rezone.

D. The amendments are necessary to maintain consistency with the elements of the GMACP as required by RCW 36.70A.040.

E. Procedural requirements.

1. SEPA requirements with respect to this non-project action have been satisfied through the completion of a DEIS issued on September 6, 2023, and a Final EIS issued on August 17, 2024.

2. The amendments are a Type 3 legislative action pursuant to SCC 30.73.010.

3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce for distribution to state agencies on April 16, 2024.

4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC. The general public and various interested agencies and parties were notified of the public hearings by means of legal notices, the county website, and over 38,554 direct mail notices sent to owners and neighbors of affected properties. Notification was provided in accordance with SCC 30.73.050 and SCC 30.73.070 and consistent with Title VI of the Civil Rights Act of 1964.

5. The Washington State Attorney General last issued an advisory memorandum, as required by RCW 36.70A.370, in December of 2018 entitled “Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property” to help local governments avoid the unconstitutional taking of private property. The process outlined in the State Attorney General’s 2018 advisory memorandum was used by Snohomish County in objectively evaluating the regulatory changes proposed by this ordinance.

F. This ordinance is consistent with the record.

1. The amendments to the zoning map are necessary to:
   a. maintain consistency with the GMACP and FLU Map; and
   b. rezone properties that are designated Public/Institutional Use on the FLU Map to maintain consistency with adjacent areas that are being rezoned to maintain consistency with the FLU Map; and
   c. accommodate the projected population, employment, and housing growth over the next twenty years to 2044; and
   d. adopt two technical amendments to delete the two remaining instances of Rural Use zoning, both of which are within rights-of-way, and rezone those properties to be consistent with the existing FLU Map designations and adjacent zoning.

2. The rationale for the amendments to the official zoning map is described in more detail in in sections I and II, III.B.6, and IV through IX of the staff report dated September 11, 2023, and the report dated October 10, 2023, as they relate to Alternative 2 rezones that are not part of the docket or Council-initiated UGA expansions, both of which were presented to the Planning Commission and the County Council, as well as in the Planning Commission recommendation letter dated January 16, 2024, and the Executive recommendation memo dated March 26, 2024.

G. Zoning map revisions to implement the Mon2 docket proposal are described and explained in this finding and in the findings I.3 through I.10 in the FLUM ordinance, Ordinance No. 24-031, which are incorporated herein by this reference. The Mon2 docket changes the official zoning map for the Monroe UGA expansion of 22 acres near Chain Lake Road by rezoning the expansion area to R-9,600 from R-5. The expansion area and revised zoning are set forth in Exhibit B to this ordinance.

H. Zonging map revisions to implement the MV2 docket proposal, as revised, are described and explained in this finding and in the findings I.11 through I.17 in the FLUM ordinance, Ordinance No. 24-031, which are incorporated herein by this reference. The MV2 docket, as revised, changes the official zoning map for the Marysville UGA expansion of 39 acres to include parcels 31052700100400, 31052700100500, and 31052700400200 plus rail right-of-way to the west and road right-of-way for 67th Ave NE to the east. Zoning for this expansion area shall change from A-10 to Light Industrial. The expansion area and revised zoning are set forth in Exhibit C to this ordinance.

Section 2. The County Council makes the following conclusions:

A. The amendments to the zoning map maintain consistency between the zoning map and the FLUM and other elements of the GMACP.

B. The amendments are consistent with the CPPs and the MPPs.

C. The amendments are consistent with and comply with the procedural and substantive requirements of the GMA.

D. The County has complied with all SEPA requirements with respect to this non-project action.

E. The amendments do not result in an unconstitutional taking of private property for a public purpose.

F. This ordinance is consistent with RCW 36.70A.067, which requires that the initial effective date of an action that expands an urban growth area designated under RCW 36.70A.110 is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of the comprehensive plan, development regulation, or amendment to the plan or regulation, implementing the action, as provided in RCW 36.70A.290(2); or (2) If a petition for review to the growth management hearings board is timely filed, upon issuance of the board's final order

Section 3. The Snohomish County Council bases its findings and conclusions on the entire record of the Planning Commission and the County Council, including all testimony and exhibits. Any finding, which should be deemed a conclusion, and any conclusion which should be deemed a finding, is hereby adopted as such.

Section 4. The official zoning map maintained pursuant to SCC 30.21.030 shall be revised to reflect the zoning map amendments adopted by the County Council as indicated in Exhibit A to this ordinance, which is attached hereto and incorporated by reference into this ordinance.

Section 5. The official zoning map maintained pursuant to SCC 30.21.030 shall be revised to reflect the zoning change adopted by the County Council as indicated in Exhibit B to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Monroe UGA and related zoning.

Section 6. The official zoning map maintained pursuant to SCC 30.21.030 shall be revised to reflect the zoning change adopted by the County Council as indicated in Exhibit C to this ordinance, which is attached hereto and incorporated by reference into this ordinance, to reflect the expansion of the Marysville UGA and related zoning.

Section 7. Severability and Savings. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid by the Growth Management Hearings Board (Board), or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance. Provided, however, that if any section, sentence, clause, or phrase of this ordinance is held to be invalid by the Board or court of competent jurisdiction, then the section, sentence, clause, or phrase in effect prior to the effective date of this ordinance shall be in full force and effect for that individual section, sentence, clause, or phrase as if this ordinance had never been adopted.

Section 8. Consistent with RCW 36.70A.067, the effective date of this ordinance is after the latest of the following dates: (1) 60 days after the date of publication of notice of adoption of this ordinance, as provided in RCW 36.70A.290(2); or (2) if a petition for review to the Growth Management Hearings Board is timely filed, upon issuance of the Board's final order affirming the ordinance or a decision by a court of law concluding the ordinance complies with the GMA.

PASSED this 4th day of December 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish, Washington

Council Chair

ATTEST:

Lisa Hickey
Asst. Clerk of the Council

(X) APPROVED
( ) EMERGENCY
( ) VETOED

DATE: December 12, 2024

County Executive

ATTEST:

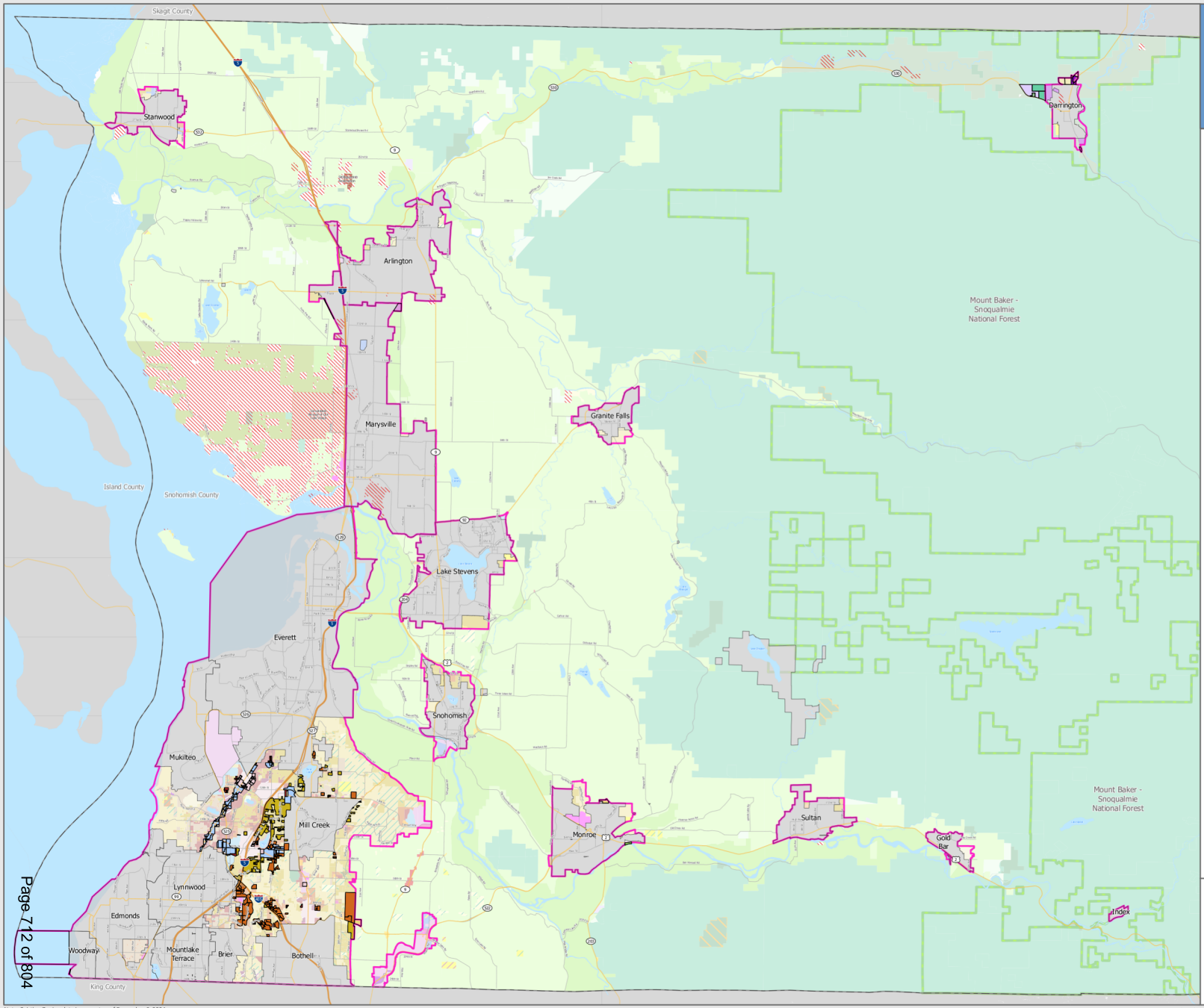
Melissa Geraghty

Approved as to form only:

Deputy Prosecuting Attorney

EXHIBIT A

[INSERT ZONING MAP HERE]



SNOHOMISH COUNTY 2024 GMA COMPREHENSIVE PLAN ZONING

Amended Ordinance No. 24-032

- Map Amendments
- Amended UGA Boundary
- New Zoning: Mixed-Use Corridor (MUC)

AMENDED REZONES

- A-10 Agriculture-10 Acre
- BP Business Park
- F Forestry
- HI Heavy Industrial
- LDMR Low Density Multiple Residential
- LI Light Industrial
- MR Multiple Residential
- PCB Planned Community Business
- R-12,500 Residential 12,500 sq. ft.
- R-5 Rural-5 Acre
- R-7,200 Residential 7,200 sq. ft.
- R-9,600 Residential 9,600 sq. ft.
- RD Rural Diversification
- RI Rural Industrial
- UC Urban Center

EXISTING ZONING

- A-10
- BP
- CB
- PRD-CB
- CRC
- F
- F & R
- F & R (ORV)
- GC
- HI
- IP
- LDMR
- PRD-LDMR
- LI
- MHP
- MR
- MR (PRD)
- PRD-MR
- NB
- PCB
- PIP
- PRUD
- R-5
- R-20,000
- PRD-20,000
- PRD-20,000 (Mobile)
- R-12,500
- PRD-12,500 (Mobile)
- R-9,600
- R-9,600 (PRD)
- PRD-9,600
- R-8,400
- R-8,400 (PRD)
- PRD-8,400
- R-7,200
- R-7,200 (PRD)
- PRD-7,200
- PRD-7,200 (Mobile)
- RB
- RC
- RD
- RFS
- RI
- RRT-10
- RU
- SA-1
- PRD SA-1
- T
- UC
- WFB

- County Boundary
- Incorporated City
- Tribal Land
- Consolidated Borough of Quil Ceda Village
- Stillaguamish Reservation
- National Forest
- Water Bodies
- Interstate
- State Route
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Snohomish County

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Note: Existing Zoning data is current as of December 6, 2024.

Path: G:\PDS\2023 GMA Update\Comprehensive Plan\Land Use Alternatives\Zoning\AdoptedOrd\ArcGISPro\Ord24-032_Zoning_Amendments.aprx

Exhibit B: Official Zoning Map Changes

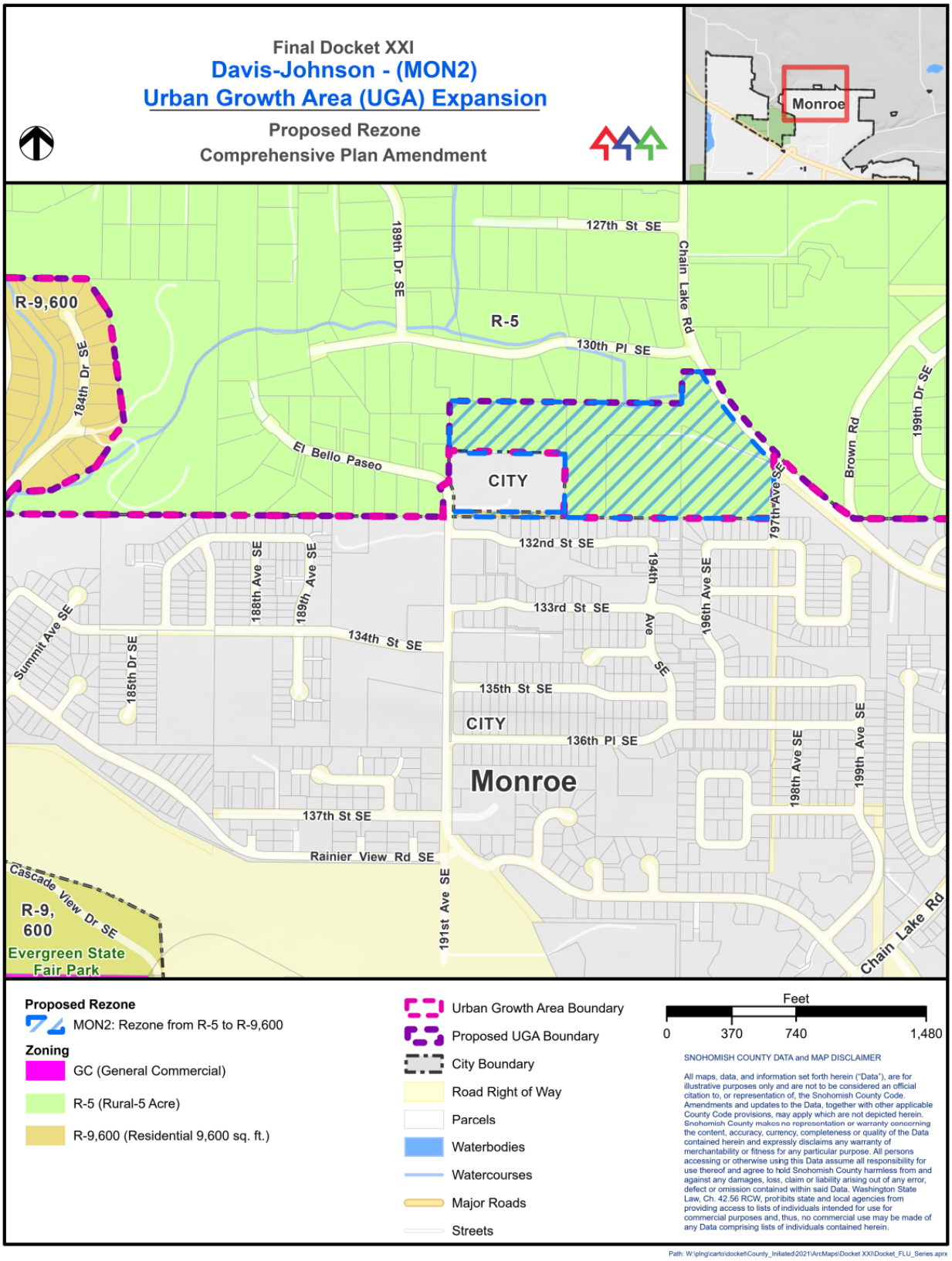
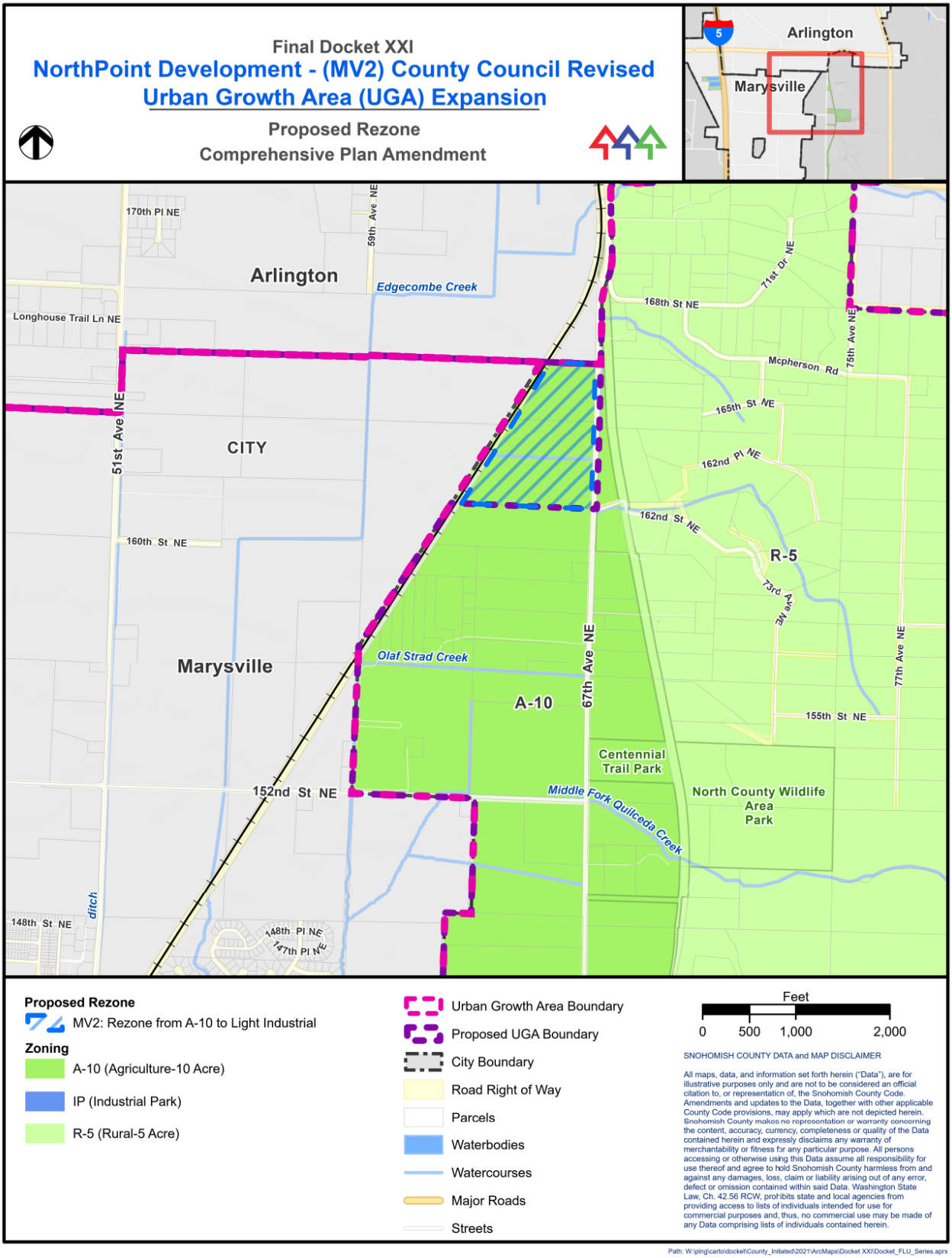


Exhibit C: Official Zoning Map Changes



RECEIVED
07/24/2025
CITY OF MONROE

App #11527

DAVIS ANNEXATION

PARCEL	TAX YEAR	ACRES	ASSESSED VALUE	ADDRESS	CITY	STATE	ZIP	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP
28062500407800	2025	4.59	$ 442,500	13018 CHAIN LAKE RD	MONROE		98272	JOHNSON SETH\ JOHNSON JONATHAN R	13018 CHAIN LAKE RD	MONROE	WA	98272
28062500407600	2025	4.59	$ 268,400	UNKNOWN				DAVIS SUSAN & LONNIE	23918 150TH ST SE	MONROE	WA	98272
28073000300600	2025	5.08	$ 288,900	UNKNOWN	UNKNOWN			DAVIS LONNIE J	23918 150TH ST SE	MONROE	WA	98272
28062500407700	2025	8.05	$ 778,400	13104 197TH AVE SE	NOHOMISH		98290-361	DAVIS SUSAN & LONNIE	23918 150TH ST SE	MONROE	WA	98272
		22.31	$ 1,778,200									

RECEIVED
07/24/2025
CITY OF MONROE
App #11527

DAVIS ANNEXATION

PLACEHOLDER LEGAL DESCRIPTION

Snohomish County Parcel No. 28062500407600:

Section 25 Township 28 Range 06 Quarter SE W 666.00FT N1/2 S1/2 SE1/4 SE1/4 SD SEC LESS S 30FT THOF AKA PAR 1 DECREE AUTHORIZING PARTITION OF REAL PROPERTY & APPROVING PRELIMINARY DISTRIBUTIONPER SNO CO SCC NO 16-4-01051-31 REC AFN 201801220215

Snohomish County Parcel No. 28062500407700:

Section 25 Township 28 Range 06 Quarter SE S1/2 SE1/4 SE1/4 SD SEC 25 EXC W 666FT OF N1/2 S1/2 SE1/4 SE1/4 SD SEC 25 LESS S 30FT THOF EXC E 425.60FT OF S 470FT OF S1/2 SE1/4 SE1/4 SD SEC 25 EXC W1/2 S1/2 S1/2 SE1/4 SE1/4 SD SEC 25 LESS S 30FT THOF & EXC THAT PTN THOF CONVYD TO SNO CO BY DEED REC AFN 2116128 TGW THAT PTN OF GOVT LOT 4 SEC 30 TWN 28N RGE 7E LY SELY OF CHAIN LAKE RD DAF: COM ATSW COR SD SEC 30 TH N00*40 31E ALG W LN OF SD GOVT LOT 4 DIST 530.01FT TO N LN OF THAT CERTAIN 60FT WIDE EASEMENT DESC IN ACKNOWLEDGEMENT OF LOTS CREATED BY TESTAMENTARY PROVISIONS REC AFN201801220217 AND TPB TH S89*36 54E ALG SD N LN DIST 12.64FT TH S65*16 30E ALG SD N LN DIST 321.15FT TH S68*42 00E ALG SD N LN DIST 220.23FT M/L TO SWLY R/W LN OF CHAIN LAKE RD TH NWLY ALG SD R/W LNTAP WHICH BEARS S89*19 29E AT R/A TO W LN OF SD GOVT LOT 4 & 836.92FT N OF SW COR OF SD SEC 30 AS MEAS ALG W LN SD GOVT LOT 4 TH N89*19 29W DIST 105.10FT M/L TAP ON SD W LN OF GOVT LOT 4 WH IS836.92FT N OF SW COR THOF AS MEAS ALG W LN OF GOVT LOT 4 TH S00*40 31W ALG SD W LN GOVT LOT 4 DIST 306.91FT TO TPB AKA NEW PAR B SNO CO BLA FILE NO 19-102052-BLA REC AFN 201903270086 BEING PTN SE1/4SE1/4 & SW1/4 SW1/4

Snohomish County Parcel No. 28062500407800:

Section 25 Township 28 Range 06 Quarter SE E 425.60FT S 470.00FT S1/2 SE1/4 SE1/4 SD SEC AKA PAR 2 DECREE AUTHORIZING PARTITION OF REAL PROPERTY & APPROVING PERLIMINARY DISTRIBUTION PER SNO COSCC NO 16-4-01051-31 REC AFN 201801220216

Snohomish County Parcel No. 28073000300600

Section 30 Township 28 Range 07 Quarter SW THAT PTN GOVT LOT 4 SD SEC DAF: BEG SW COR SD SEC 30 TH N00*40 31E ALG W LN SD GOVT LOT 4 DIST 530.01FT TO N LN OF THAT CERTAIN 60FT WIDE EASEMENT DESC INACKNOWLEDGEMENT OF LOTS CREATED BY TESTAMENTARY PROVISIONS REC UNDER AFN 201801220217 TH S89*36 54E ALG SD N LINE DIST 12.64FT TH S65*16 30E ALG SD N LN DIST 321.15FT TH S68*42 00E ALG SD N LN DIST220.23FT M/L TO SWLY R/W LN OF CHAIN LAKE RD TH S44*40 29E ALG SD R/W LN DIS 20.72 M/L TO W LN OF E 660FT OF SD GOVT LOT 4 TH S00*04 24E ALG SD W LN OF E 660FT DIST 301.85FT M/L TO S LN OF SD GOVT LOT4 TH N89*53 25W ALG SD S LN OF GOVT LOT 4 DIST 530.73FT M/L TO POB AKA NEW PAR A SNO CO BLA FILE NO 19-102052-BLA REC AFN 201903270086 BEING PTN SW1/4 SW1/4 SD SEC

CHAIN LAKE ROAD RIGHT OF WAY:

THAT PORTION OF RIGHT OF WAY FOR CHAIN LAKE ROAD LOCATED ALONG THE FRONTAGE OF SNOHOMISH COUNTY PARCELS 28062500407700 AND 28073000300600 AS SHOWN ON THE SNOHOMISH COUNTY UGA MAP, TOTALING APPROXIMATELY 0.75 ACRES.

EL BELLO PASSEO RD RIGHT OF WAY:

THAT PORTION OF RIGHT OF WAY FOR EL BELLO PASSEO ROAD LOCATED WEST OF THE CITY'S WATER TOWERS AS SHOWN ON THE SNOHOMISH COUNTY UGA MAP, TOTALING APPROXIMATELY 0.25 ACRES.

Davis' Annexation Vicinity Map

Map Generated On: 07/14/2025

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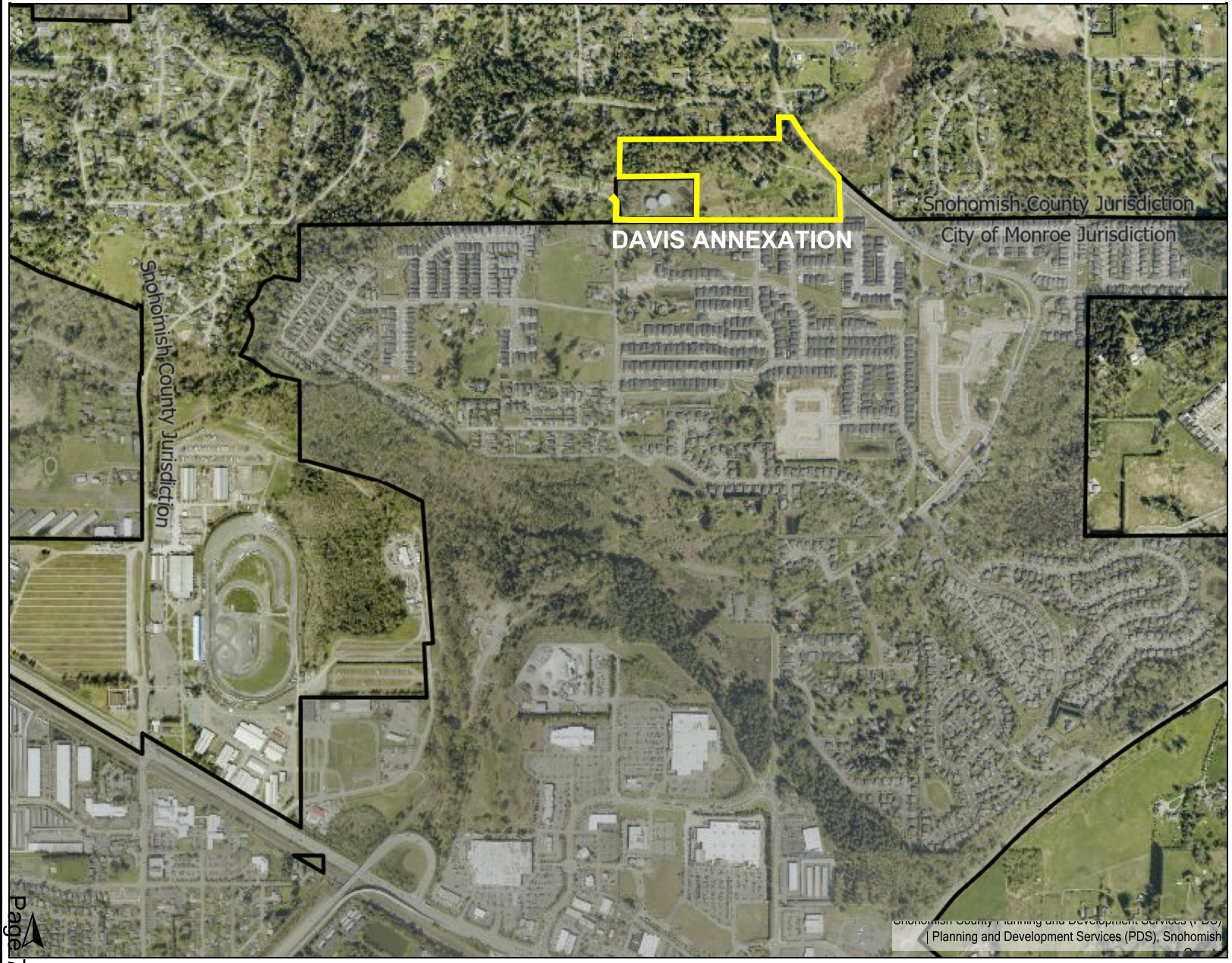
07/24/2025
CITY OF MONROE
App #11527



Legend

Jurisdiction

Subarea Boundary

Land Use Jurisdiction

- Municipal and Tribal Jurisdiction
- Municipal and Tribal Jurisdiction
- Municipal and Tribal Jurisdiction
- Municipal and Tribal Jurisdiction
- Municipal and Tribal Jurisdiction
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Scale 1 : 21514

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Davis' Annexation Vicinity Map

Map Generated On: 07/14/2025

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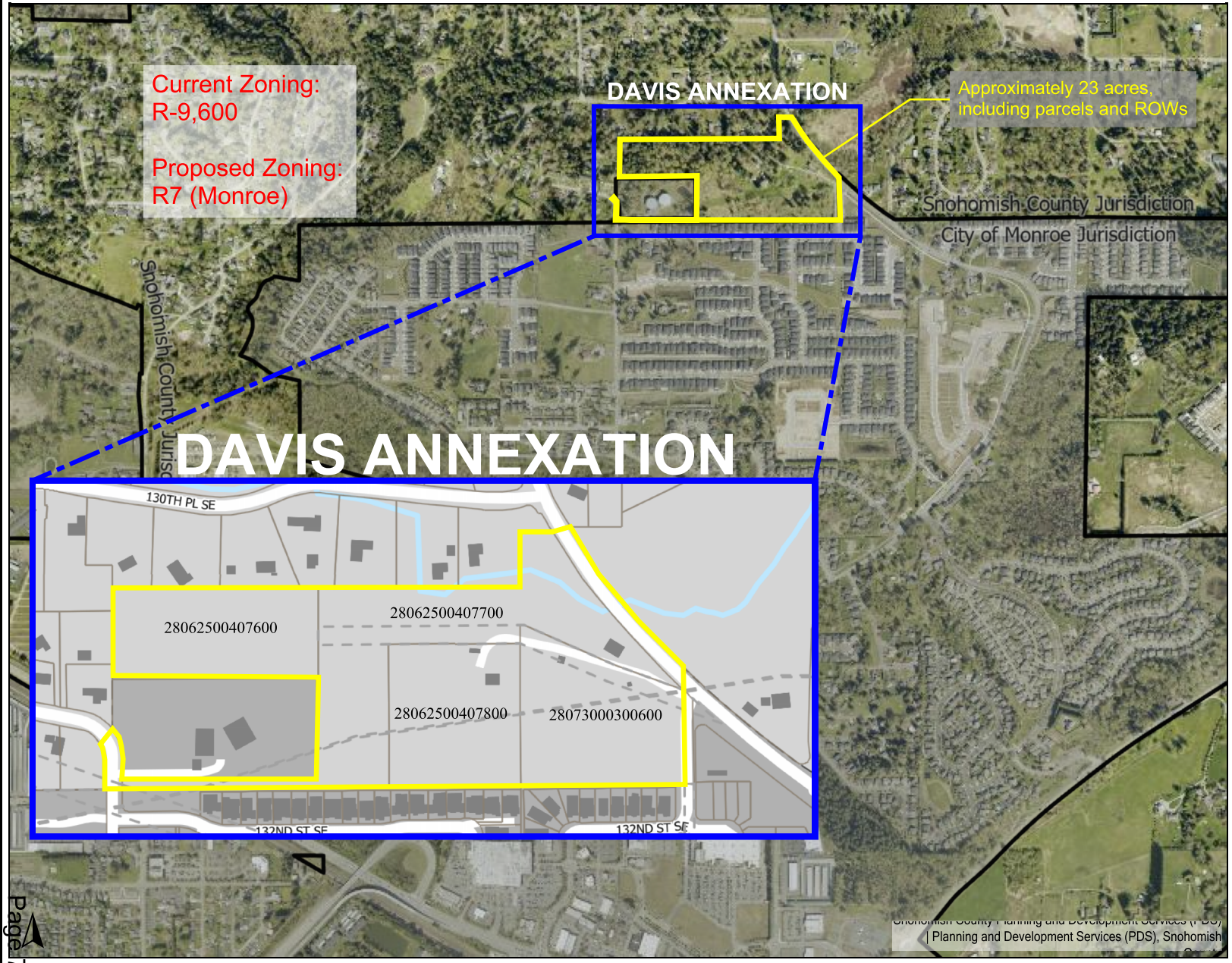

Legend

Jurisdiction

Subarea Boundary

Land Use Jurisdiction

- Municipal and Tribal Jurisdiction
- Municipal and Tribal Jurisdiction
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City of MONROE WASHINGTON

COMMUNITY DEVELOPMENT
PERMIT DIVISION

806 West Main Street, Monroe, WA 98272
Phone (360) 863-4501 landuse@monroewa.gov
www.monroewa.gov

FOR OFFICE USE ONLY

APPLICATION #(s) _____
File# _____
SEPA# _____

COMBINED PERMIT APPLICATION

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App #11527

Permit Submittal Hours:
Monday-Friday 8:00-12:00 / 1:00-5:00

Building

- ☐ Basic SFR
- ☐ Commercial T/I
- ☐ Demolition
- ☐ Garage/Carport
- ☐ Mechanical
- ☐ New Construction (Commercial/Residential)
- ☐ Plumbing
- ☐ Racking
- ☐ Residential Remodel
- ☐ Other _____

Operations

- ☐ Engineering Review
- ☐ Fencing
- ☐ Grading
- ☐ Retaining wall
- ☐ Rockery
- ☐ Right-of-Way Disturbance
- ☐ Utility Service
- ☐ Other _____

Fire

- ☐ Fire Alarm
- ☐ Fire Sprinkler
- ☐ High Piled Storage
- ☐ Hood Suppression
- ☐ Spray Booth
- ☐ Tents & Canopies
- ☐ Other _____

Land Use

- ☐ Type I Permit
- ☐ Type II Permit
- ☐ Type III Permit
- ☐ Type IV Permit
- ☐ See permit types listed in Monroe MMC
- ☒ Other Annexation

NOTE: All required Electrical Permits will be issued by the Dept. of Labor & Industries.

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT COMPLETED SUBMITTAL REQUIREMENTS

Site Address or Property Location: 13104 197th Ave SE, Monroe, WA 98272

Size of site (acre/square feet): Approx. 23 acres

Assessor's Tax Parcel Number (14 digits): 28062500407800, 28062500407600, 28073000300600, 28062500407700

Applicant: Lonnie & Susan Davis Phone # (425) 344-1029

*Signature: Susan Davis Printed Name: Susan Davis

Mailing Address: 23918 150th ST SE

City Monroe State WA Zip 98272 E-mail realestatesue@comcast.net

Property Owner: Lonnie & Susan Davis Phone # (425) 344-1029

**Signature: Susan Davis Printed Name: Susan Davis

Mailing Address: 23918 150th ST SE

City Monroe State WA Zip 98272 E-mail realestatesue@comcast.net

Attach a separate sheet for additional property owners/additional addresses.

***Applicant: By your signature above, you hereby certify that the information submitted is true and correct and that you are authorized by the property owner(s) to act on their behalf.**

****Property Owners: by your signature above, you hereby certify that you have authorized the above applicant to make application on your behalf for this application.**

Combined Permit Application Land Use - Page 2

Forest Tax Reporting Account Number (if harvesting timber call the Department of Revenue at (800) 548-8829 for tax reporting information or to receive a tax number): Not Applicable

Give a detailed description below of the proposal/work. Provide details specific to your application e.g., description Of proposed business including hours of operation, number of employees, existing and proposed parking spaces.

Annexation of the Davis' property and associated rights-of-way, totaling approximately 23 acres, which area was added to the Monroe UGA in 2024.

FOR OFFICE USE ONLY

Planning Application Fee: _____
Fire Plan Check Fee: _____
SEPA Fee: _____

Publication Fee: _____
Mailing Fee: _____
Technology Fee: _____

Hearing Examiner Deposit: ☐ **$1,000** ☐ **$2,500**

Consultant Review Fee (if applicable) – Deposit for estimated cost + 10% Admin fee: _____

QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SE	**25**	**28**	**6**

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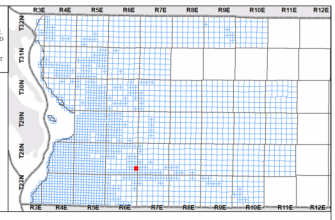
Centerline · Gov Lot · Major Water · Minor Water · Lot · Subdiv · Other Lot · Other Subdiv · Block · ROW · Vac ROW · Vac Lot · Section · Quarter · 16th · City Limits · Tax Acct · Easement

1 inch = 200 feet

Map produced on July 11, 2025

A product of the Assessor's Office
Snohomish County, Washington



NE-25-28-06

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1-024 · 1-015 · 1-013 · ROS AFN 8402155006 · SP 5 (1-85) · 126TH ST SE · 127TH ST SE · 130TH PL SE · 189TH DR SE · 191TH DR SE · EL BELLO PASEO · 111ST AVE · CHAIN LAKE · 132ND ST SE · 132ND PL · MARBELLO (4007) · SWEETBRIAR AT MONROE (11803) · SKY VIEW RIDGE (11689) · EAGLEMONT · TESTAMENTARY SUB SCC 16-4-01051-31 · Davis Annexation Area · CITY OF MONROE · PUGET SOUND POWER & LIGHT · (EL PASO NATURAL GAS) NORTHWEST PIPELINE CORP · SP 389 (9-79) · SP 184 (6-86) · SP 36 (2-84) · SP 151 (5-86) · SP 279 (9-86) · SP 122 (4-86) · SP 110 (3-86) · SP 94 (3-86) · SP 361 (12-86) · SP 234 (7-86) · SP 248 (7-86) · ZA 8709442 SP · ZA 8903109 SP · ZA 8704187 SP · ZA 8905213 SP · PFN 96-107634 SP · ZA 8812520 SP · ZA 8809406 SP · ZA 8908371 SP

SW-25-28-06 · SW-30-28-07

NE-36-28-06

QUARTER	SECTION	TOWNSHIP N.W.B.L.	RANGE E.W.M.
SW	30	28	7

Centerline · Lot · Block · Section · City Limits
Gov Lot · Subdiv · ROW · Quarter · Tax Acct
Major Water · Other Lot · Vac ROW · 16th · Easement
Minor Water · Other Subdiv · Vac Lot

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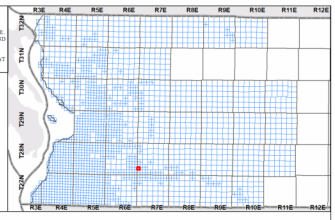
0 200 400 Feet

1 inch = 200 feet

Map produced on March 27, 2023

A product of the Assessor's Office
Snohomish County, Washington



NW-30-28-07

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1-013 2-003 1-050 4-002 4-003 3-001 TR 997 TR 999 GOLDE VIEW PLA (10

TR X ZA 9010531 SP 3-029 3-030 3-027 3-028 SP 406 (9-79) 3-014 ZA 8908371 SP 3-017 3-025 3-018 3-026 ZA 8805205 SP

(6-86) 4-056 3-003 3-012 3-041 3-040 SP PFN 16-115212 PSD 3-042 203RD AVE SE

H ST SE 3-036 TR 998 TR 999 3-039 3-038 3-037 TR 997 PFN 06-136144 SP 3-005 ZA 8802039 SP

SE-25-28-06 SE-30-28-07

151 (5-86) 4-039 4-040 3-031 3-032 3-033 ZA 9101062 SP SP 189 (5-80) 3-019 3-020 LTS 22(9-8 4-046 4-047 4-048 4-016 ZA 8712546 SP

4-006 4-037 (3-86) 3-034 BROWN RD 199TH DR SE 200TH AVE SE MILWAUKEE HILL ESTATES (9134) 3-011 130TH ST

CHAIN LAKE RD 4-077 3-024 3-023 ZA 8704171 SP 4-078 Davis Annexation Area 3-022 181ST ST SE EL PASO NATURAL GAS

3-006 CITY OF MONROE EAGLEMONT DIVISION 7 2-012 KESTREL RIDGE TR A 132ND ST SE 4-017

25 30 36 31 EAGLEMONT 132ND PL SE 197TH AVE SE 202ND DIVISION NO. 3 TR A TR B 2-026 HIGHLANDS 133RD

NW-31-28-07

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CITY OF MONROE

App #11527

July 14, 2025

TO: MONROE CITY COUNCIL
806 WEST MAIN ST.
MONROE, WA 98272

FROM: LONNIE & SUSAN DAVIS
23918 150TH ST SE
MONROE, WA 98272

RE: DAVIS' NOTICE OF INTENTION TO COMMENCE DIRECT PETITION METHOD ANNEXATION

I/WE, the undersigned, who are the property owner(s) of not less than ten (10%) in assessed value of the property area to be annexed, according to the Snohomish County Tax Assessor's current records, hereby advise the Monroe City Council that the undersigned residents desire to commence annexation proceedings. Attached hereto are Exhibit A, which contains the signatures of the property owners initiating this Notice of Intention; Exhibit B, which contains the property's legal description; Exhibit C, which contains a map of the proposed annexation boundaries; Exhibit D, which contains a required Snohomish County Assessor's Map; and Exhibit E, which contains a list of all parcels, parcel owners, valuation, and percentage of valuation within the boundaries of the proposed annexation area.

I/WE, the undersigned, request that the Monroe City Council set a date within sixty (60) days after the filing of this request to meet with the undersigned to determine:

1. Whether the City Council will accept, reject, or modify the proposed annexation;
2. Whether the City Council will require adoption of the R7 land use designation and zoning for the proposed area in compliance with the current City Comprehensive Plan, adopted by Chapter 18.01 of the Monroe Municipal Code; and
3. Whether the City Council will require property owners within the proposed annexation area to assume their proportionate share of city bonded indebtedness.

Petitioners have retained Toyer Strategic Advisors, Inc. to assist in the coordination of the annexation on behalf of the petitioner(s), which firms contact information is listed on the combined permit application.

Sincerely,

Lonnie & Susan Davis

Jonathan & Seth Johnson

CITY OF MONROE
COMMUNITY DEVELOPMENT
PERMIT DIVISION
806 WEST MAIN STREET | MONROE, WA 98272
City Hall 360.794.7400 | www.monroewa.gov

NOTICE OF INTENTION TO COMMENCE ANNEXATION

10% Petition Signtures

	PARCEL NUMBER REPRESENTED	PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PROPERTY OWNER'S SIGNATURE	DATE SIGNED
1	28062500407800	Seth & Jonathan Johnson	13018 Chain Lake Rd		7-14-25
2	28062500407600	Lonnie & Susan Davis	Unknown		7/14/25
3	28073000300600	Lonnie Davis	Unknown		7/14/25
4	28062500407700	Lonnie & Susan Davis	13104 197th Ave SE		7/14/25
5					
6					
7					
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10					
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14					
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16					
17					
18					
19					
20					
21					
22					
23					
24					

Signatures of Property Owners of this Notice of Intention to Annex

TOTAL GEOGRAPHIC AREA OF PROPOSED ANNEXATION +/-23 Acres

PERCENT OF TOTAL ASSESSED VALUATION BY SIGNATURE: 100 %

	OWNER'S SIGNATURE	PRINTED NAME	OWNER'S ADDRESS	PARCEL NUMBER REPRESENTED	DATE SIGNED
1		Seth & Jonathan Johnson	13018 Chain Lake Rd Monroe, WA 98272	28062500407800	7-14-25
2		Lonnie & Susan Davis	23918 150th ST SE Monroe, WA 98272	28062500407600	7/14/25
3		Lonnie Davis	23918 150th ST SE Monroe, WA 98272	28073000300600	7/14/25
4		Lonnie & Susan Davis	23918 150th ST SE Monroe, WA 98272	28062500407700	7/14/25
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CITY OF MONROE
PERMIT DIVISION
COMMUNITY DEVELOPMENT

806 WEST MAIN STREET | MONROE, WA 98272
City Hall 360.794.7400 | www.monroewa.gov

ANNEXATION - MMC CHAPTER 22.76

SUBMITTAL OPTIONS:

- **ELECTRONIC** Submittals can be made electronically by requesting a Sharefile link at landuse@monroewa.gov. Please see the General Guidelines *(attached)* for electronic submittals.
- **IN PERSON** If you prefer to submit hard copies in person at City Hall, please call the Permit Center @ 360-863-4501 for an intake appointment. If making application in person, please provide (1) original plus (1) copy of all checklist items.

This checklist is to determine completeness of a submittal.
It does not verify the accuracy of materials received.

SUBMITTAL CHECKLIST (10% PETITION ANNEXATION):

Below is a checklist of items that must be submitted as part of your **ANNEXATION APPLICATION**. The following items are required in order for a complete application submittal.

Petitioners will pay fees Monday 7/21

☑ **APPLICATION FORM.** A completed and signed City of Monroe Combined Permit Application.
☑ **FEES.** Payment of all applicable fees, as established by the City's current fee schedule.
☑ **VICINITY MAP.** A vicinity map on 8.5" X 11" paper showing the location of the project with respect to public streets and other parcels and development.
☑ **NOTICE OF INTENTION TO COMMENCE ANNEXATION.** A letter by property owners of not less than 10% in value of the property within the annexation area. (See attached example).
☑ **SNOHOMISH COUUNTY ASSESSOR'S MAP.** A map which clearly depicts the following information:

a. Proposed annexation boundary;
b. Acreage of proposed annexation;
c. Monroe corporate limits in relation to proposed annexation area.

☑ **ANNEXATION MAP.** A map which clearly depicts the following information:

a. Proposed annexation boundary;
b. Monroe corporate limits in relation to proposed annexation area;
c. Boundaries of any special purpose districts;
d. Current and proposed zoning.

A placeholder legal description is included. Draft legal description from surveyor pending.

☑ **DRAFT LEGAL DESCRIPTION.**

SUBMITAL CHECKLIST (60% PETITION ANNEXATION)

If the annexation 10% petition is accepted by City Council the following items must be submitted:

☐ **LEGAL DESCRIPTION.** A legal description of the area to be annexed as submitted or geographically modified stamped by a surveyor licenses within the State of Washington.
☐ **ANNEXATION MAP**. Map of area to be annexed as submitted or geographically modified
☐ **PETITION.** A petition containing not less than 60% of the property owner signatures. (The city will provide petitions for collecting signatures)

AGENDA BILL

Meeting Date:
Meeting Type: City Council Business Meeting
Staff Contact: Jeff Jolley, Police Chief
Department: Police

SUBJECT: Police Department Reports - June & July 2025

REQUESTED ACTION:
N/A

POLICY CONSIDERATIONS:
N/A

DESCRIPTION/BACKGROUND:
N/A

FISCAL IMPACTS:
N/A

TIME CONSTRAINTS:
N/A

ALTERNATIVES TO REQUESTED ACTION:
N/A

ATTACHMENTS:
June 2025 Council Report
July 2025 Council Report

Monroe Police Department Report

Significant Cases

On June 4th, Officer Nelson attempted a traffic stop when the driver fled. Due to dangerous driving behavior, he did not pursue the vehicle. Later, the Snohomish County Sheriff's Office (SCSO) pursued the vehicle for continued reckless driving. The passenger fired shots at the deputy. MPD officers joined the pursuit. A second round of shots were fired, hitting the deputy's vehicle. SCSO and MPD used their vehicles to ram the suspect vehicle and end the pursuit. A foot pursuit ensued. One suspect was tased and both were taken into custody. The passenger was booked into jail for First Degree Assault, Drive-by Shooting, and Resisting Arrest. The driver was booked into jail for First Degree Assault, Drive-by Shooting, Reckless Driving, and Eluding.

Detective Henderson's diligent investigation of a 2024 Child Protective Services referral led to the arrest of the suspect on June 11th. The suspect was booked into jail on charges of Rape of a Child and Child Molestation.

On June 11th, Officers assisted the Snohomish County Sheriff's Office during an Assault Weapon call. The suspect fired multiple shotgun rounds at a suspicious car found on his property, causing it to crash into a neighbor's ditch and fence. The suspect was arrested for Assault.

On June 12th, Officer Hearne provided drone support at Eagle Falls where a 19-year-old male died from drowning.

On June 12th, officers assisted the Snohomish County Sheriff's Office who originally responded to a verbal Domestic Violence incident that escalated into an Assault. The suspect began throwing rocks at deputies. He eventually barricaded himself in the residence and discharged a firearm at them. After a lengthy standoff, the suspect was taken into custody.

On four separate occasions, officers conducted welfare checks on a suicidal male. Several of these interactions involved the male standing on the train tracks. Each time officers took him to EvergreenHealth Monroe for treatment.

June Department Training

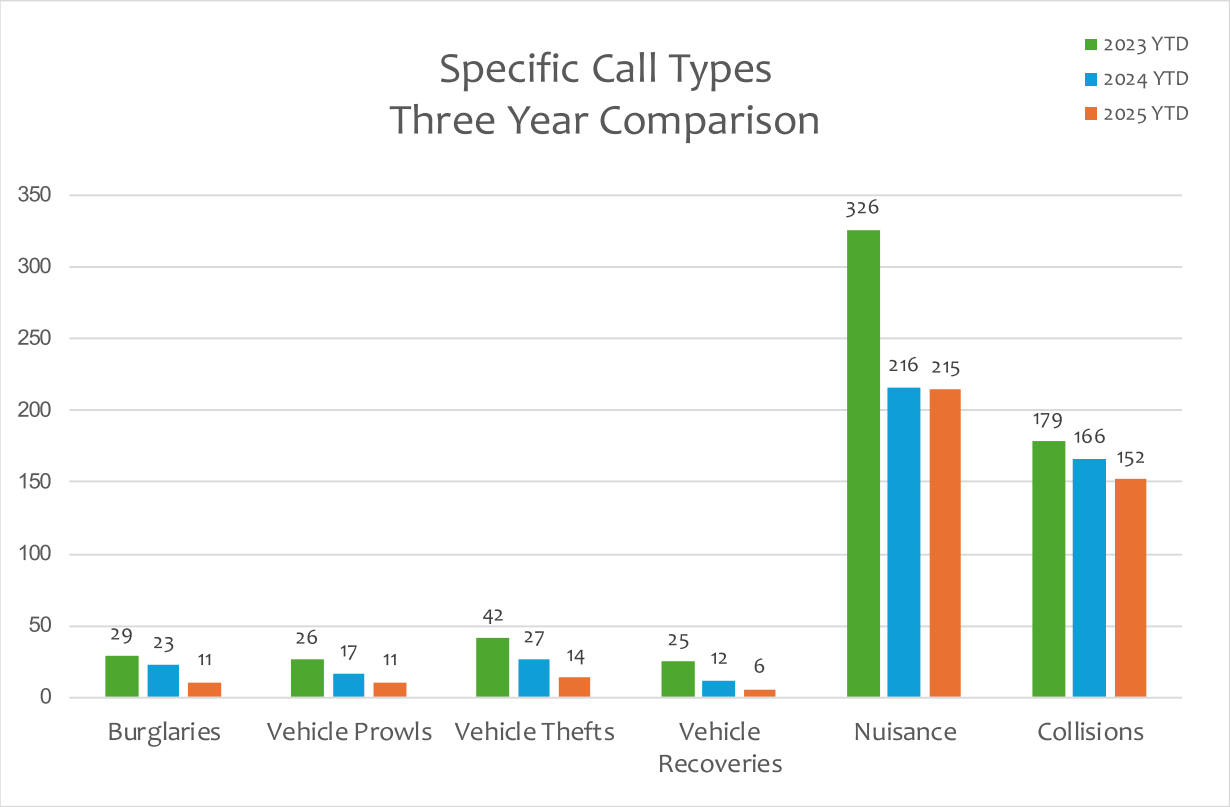
Officer Van Eaton attended both **Firearms Handgun Instructor Recertification** and **Carbine Instructor Recertification**. Handgun Instructor Recertification is required every 5 years, providing contemporary shooting techniques and review of laws relating to the use of deadly force. Since 2019, Officer Van Eaton has served as a firearms instructor, ensuring commissioned staff remain current with handgun qualifications and legal standards. As a Carbine Instructor, he provides training on the use of a carbine gun which is a shorter version of a rifle.

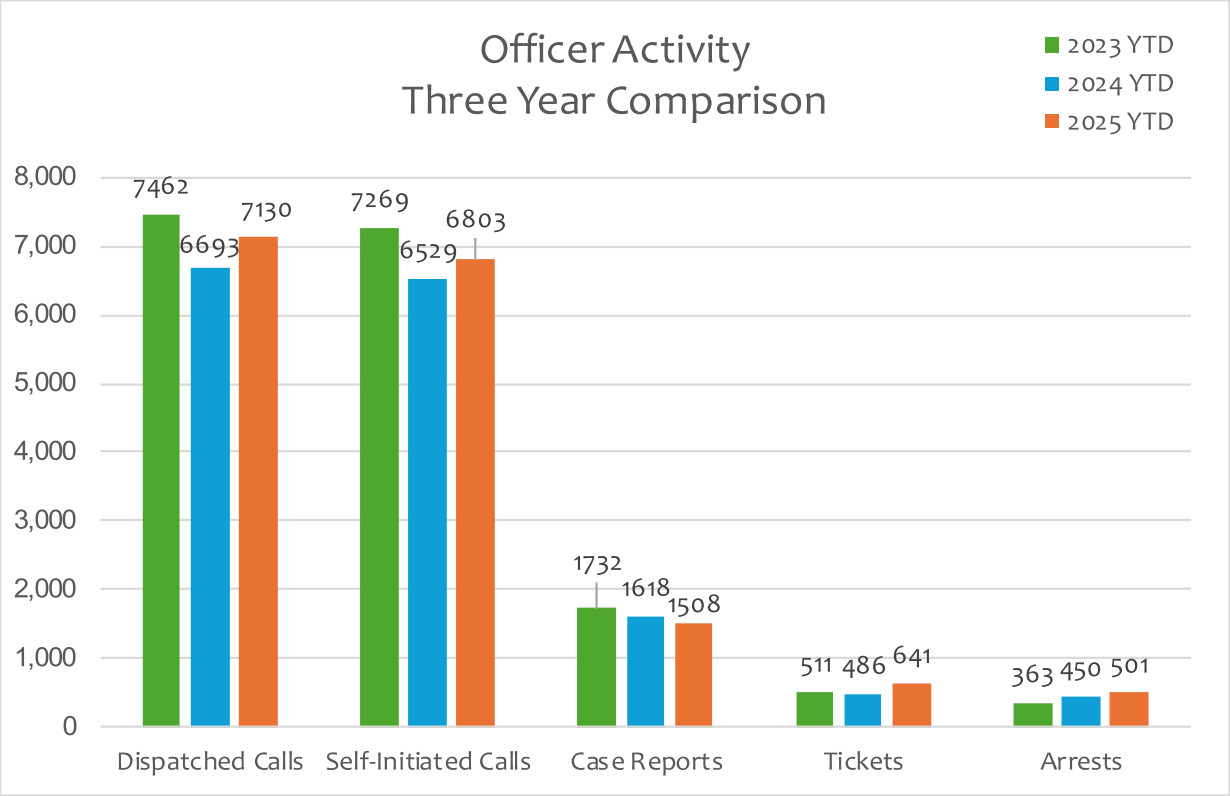
Commander Ryan attended the **FBI-LEEDA Executive Leadership Institute** which is a four-and-a-half-day seminar designed for executive-level law enforcement leaders and focuses on the emerging challenges facing the public safety profession. Some of the topics include police leadership, strategic planning, employee wellness and officer safety, future trends in police, and recruiting, hiring and retention of employees. He received the *Trilogy Award* for completing this course as well as the **Supervisor Leadership Institute** and **Command Leadership Institute**.

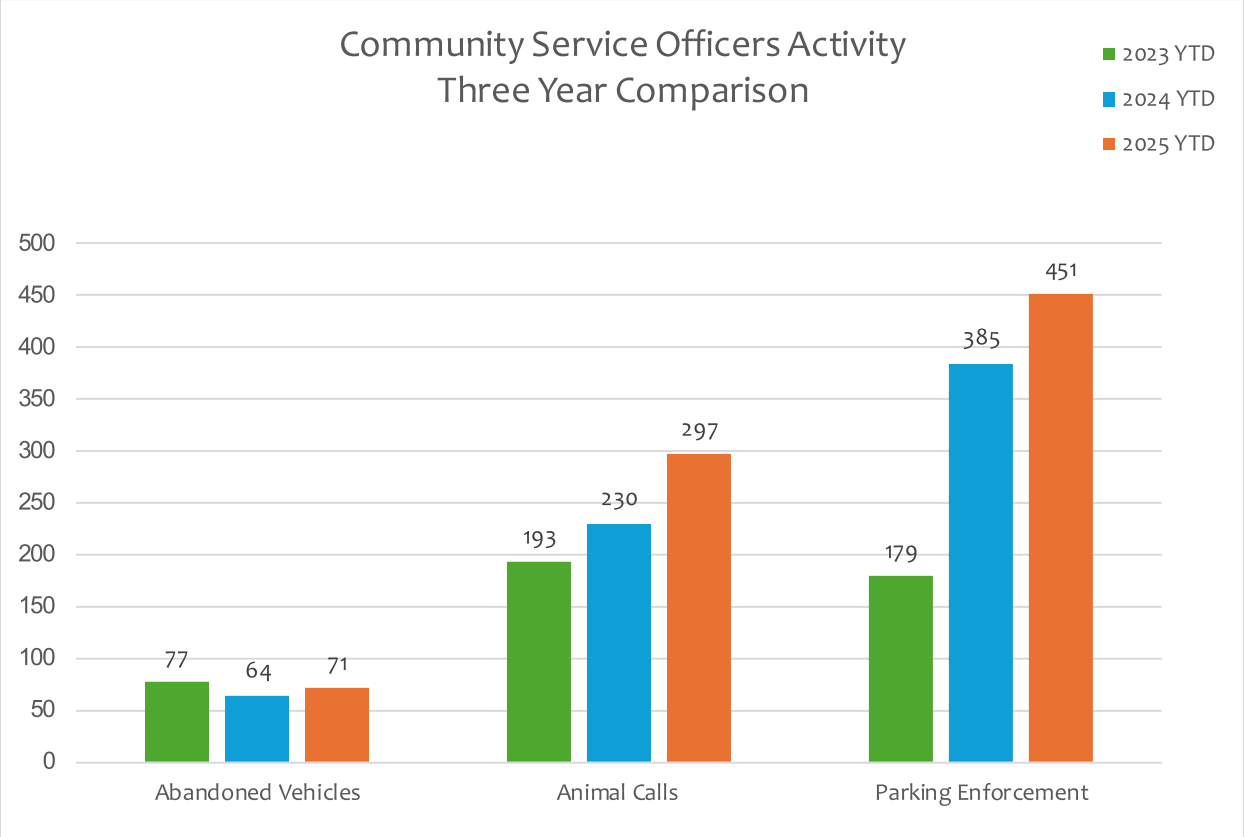
Community Outreach Team

COMMUNITY OUTREACH TEAM	JUNE	2025 YTD
Initial Contact	5	30
Mental Health Assessment Completed	0	0
Substance Use Disorder Assessment Completed	3	13
Diversion Center Stay Completed	4	11
Substance Use Disorder Inpatient Treatment Scheduled	2	15
Substance Use Disorder Inpatient Treatment Completed	2	9
Intensive Outpatient Treatment Initiated	1	3
Housing Secured	5	14

Department Statistics




Officer Activity
Three Year Comparison
2023 YTD
2024 YTD
2025 YTD
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
7462
6693
7130
7269
6529
6803
1732
1618
1508
511
486
641
363
450
501
Dispatched Calls
Self-Initiated Calls
Case Reports
Tickets
Arrests


Community Service Officers Activity
Three Year Comparison
2023 YTD
2024 YTD
2025 YTD
500
450
400
350
300
250
200
150
100
50
0
77
64
71
193
230
297
179
385
451
Abandoned Vehicles
Animal Calls
Parking Enforcement

Monroe Police Department Report

Significant Cases

On July 1st, Officer Patton was making a traffic stop at the 14100 block of Country Crescent Boulevard when he was sideswiped by a Toyota Tundra. Officer Patton tried to flag the driver down, but they continued without stopping. Officer Patton was not injured.

On July 6th, Officers responded to a hit and run collision near the Evangelical Church on South Sams Street. An unoccupied BMW was found behind Take the Next Step's building. Damage from the collision included the street curb/sidewalk and landscaping. The suspect was found two blocks away and cited for Hit and Run involving Property Damage.

On July 19th, Officer Hearne provided drone support to Tulalip PD involving a felony assault suspect. After a standoff and SWAT response, the suspect eventually surrendered and was taken into custody.

On July 26th, Officers responded to Gold Bar for an urgent backup request from SCSO with a fight that had started amongst multiple individuals during a BBQ. Officers Coleman and Larson assisted with managing crowd control and ensuring safety while Officer Pettit and K9 Thor helped locate one of the suspects down at the river.

On July 28th, a Lummi Nation officer was shot seven times while contacting a driver whose car went into a ditch. The officer was severely injured, underwent two surgeries and is recovering. Multiple agencies responded to assist, including Officer Schuermeyer and K9 Apollo, to track the suspect. The suspect was located and charged with Attempted First-Degree Murder, Money Laundering, Delivery of Fentanyl, Unlawful Possession of a Firearm, and Possession of a Stolen Firearm.

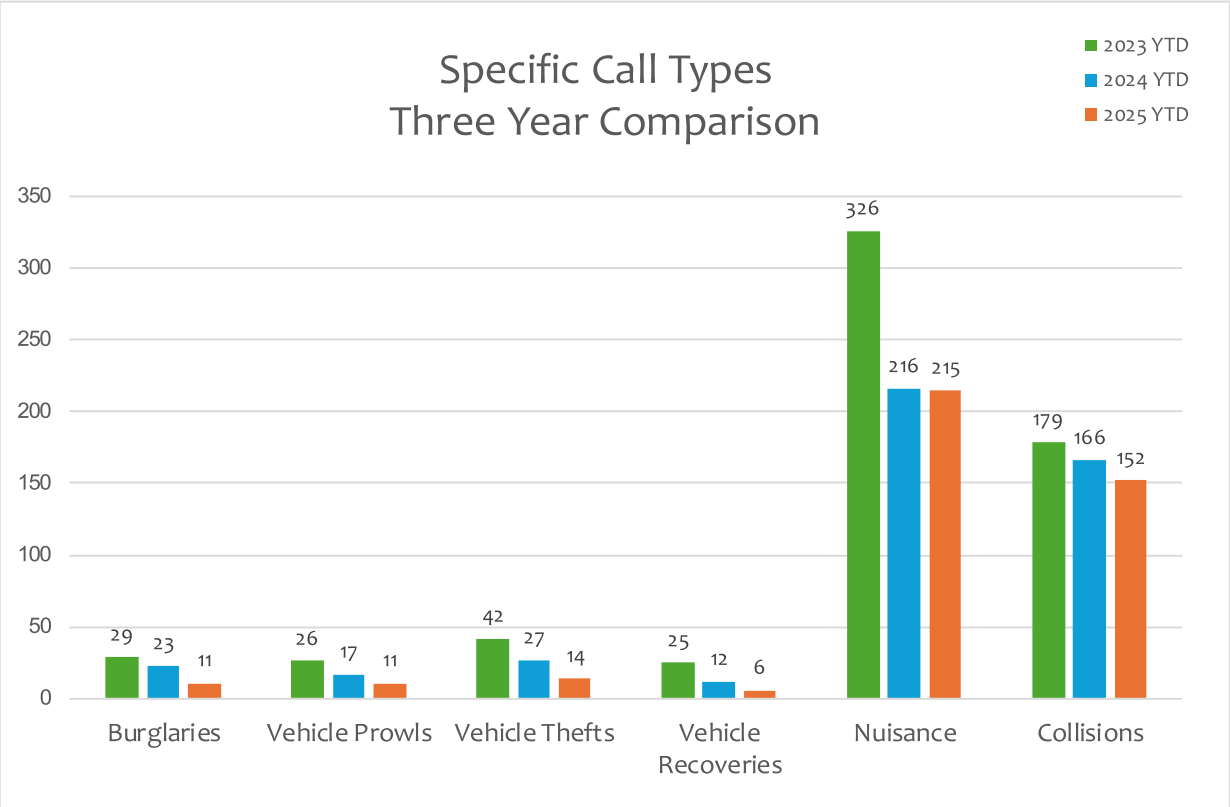
Personnel Updates

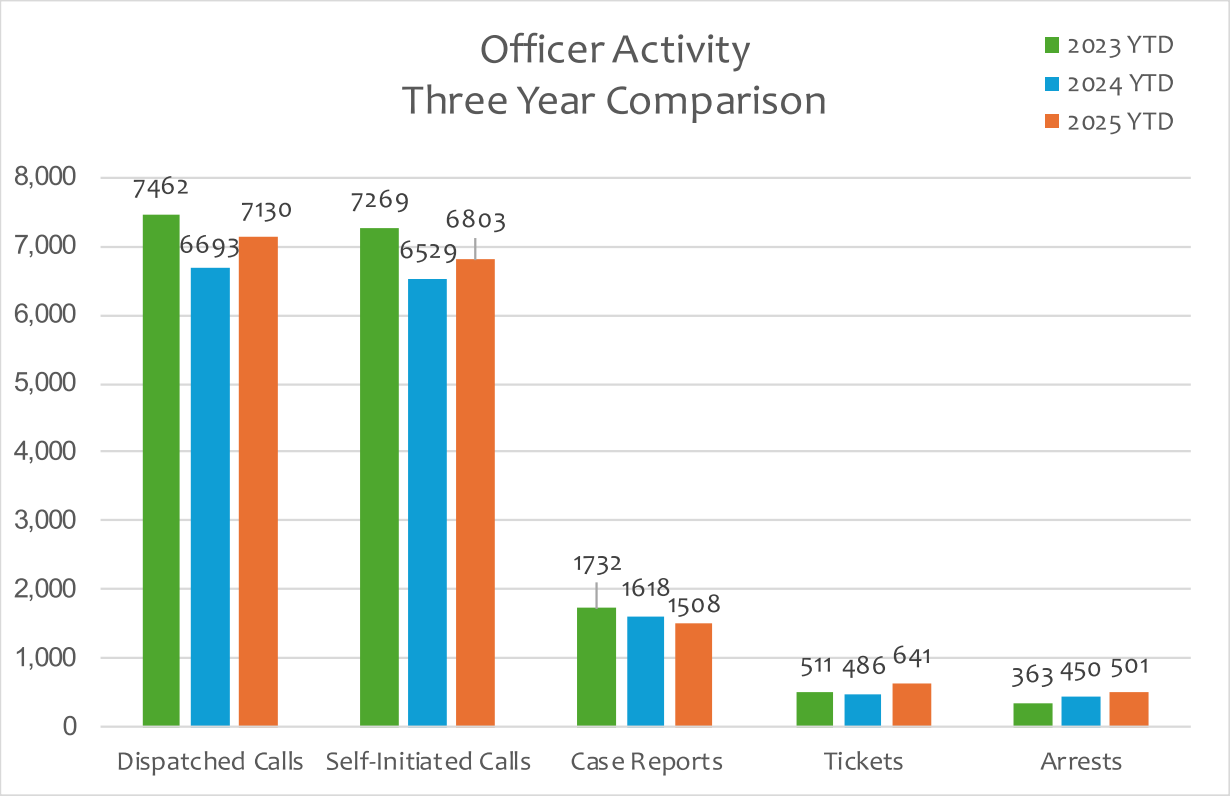
On July 29th, Officer Nolan Hollingsworth graduated from the Washington State Criminal Justice Training Commission (CJTC). He was nominated by his peers to serve as president for their inaugural class at the state's new CJTC Academy in Arlington. We are excited to welcome him back to the department as he begins his field training program.

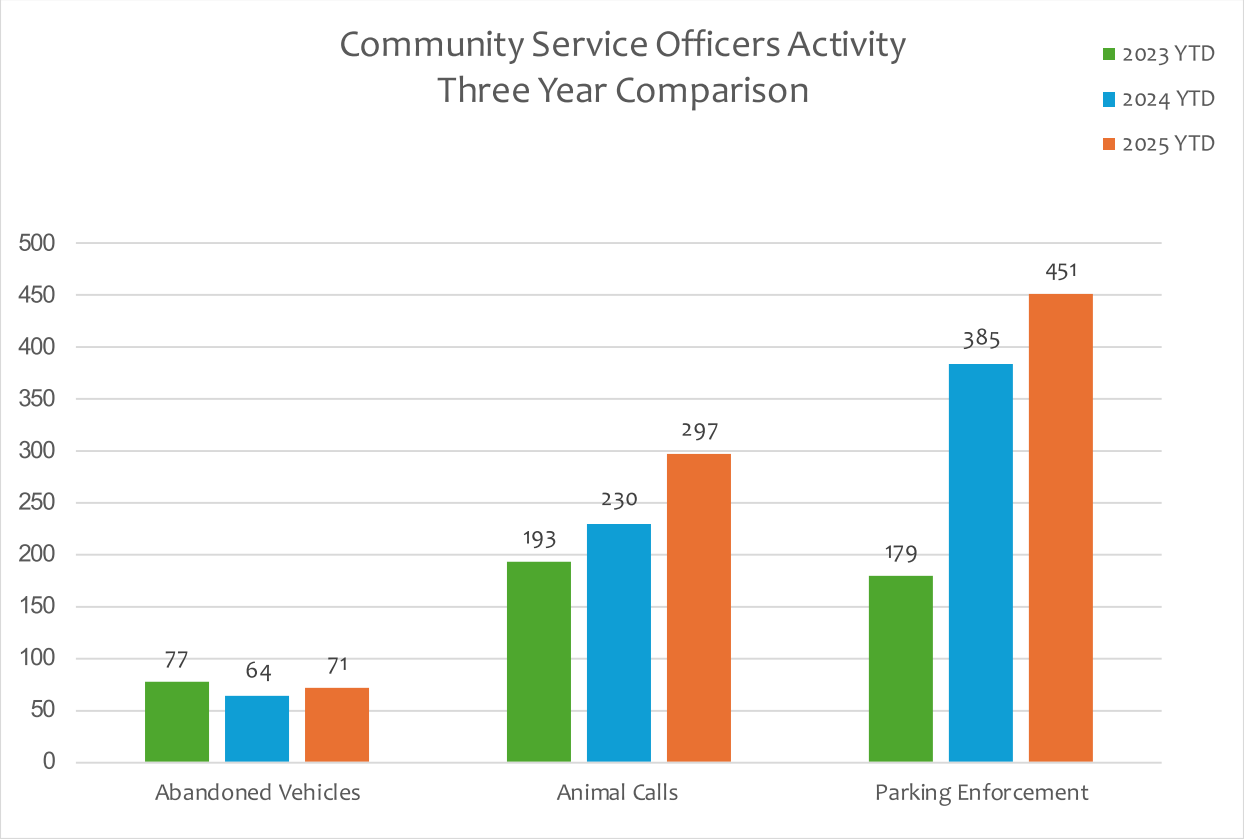
Community Outreach Team

COMMUNITY OUTREACH TEAM	JULY	2025 YTD
Initial Contact	8	38
Mental Health Assessment Completed	0	0
Substance Use Disorder Assessment Completed	2	15
Diversion Center Stay Completed	0	11
Substance Use Disorder Inpatient Treatment Scheduled	1	16
Substance Use Disorder Inpatient Treatment Completed	1	10
Intensive Outpatient Treatment Initiated	0	3
Housing Secured	2	16

Department Statistics




Officer Activity
Three Year Comparison
2023 YTD
2024 YTD
2025 YTD
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
7462
6693
7130
7269
6529
6803
1732
1618
1508
511
486
641
363
450
501
Dispatched Calls
Self-Initiated Calls
Case Reports
Tickets
Arrests


Community Service Officers Activity
Three Year Comparison
2023 YTD
2024 YTD
2025 YTD
500
450
400
350
300
250
200
150
100
50
0
77
64
71
193
230
297
179
385
451
Abandoned Vehicles
Animal Calls
Parking Enforcement

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Lance Bailey, Community Development Director

Department: Community Development

SUBJECT: Community Development July 2025 Monthly Report

REQUESTED ACTION:
N/A

POLICY CONSIDERATIONS:
N/A

DESCRIPTION/BACKGROUND:
Monthly Report

FISCAL IMPACTS:
N/A

TIME CONSTRAINTS:
N/A

ALTERNATIVES TO REQUESTED ACTION:
N/A

ATTACHMENTS:
07 July CD Report

City of MONROE WASHINGTON

COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for July 2025

HIGHLIGHTS

BUILDING PERMITS

24 Residential permits

8 Commercial TI permits

8 Single Family Home permits

BUILDING INSPECTIONS

136 inspections in July.

CODE ENFORCEMENT

5 Cases were opened

20 Cases were closed

BUSINESS LICENSES

243 Total

183 Renewals

60 New Licenses

Pre-Application Meetings

There were six (6) pre-application meetings in the month of **July.**

1. Trombley Trust Subdivision – 13224 191st Ave SE
Proposed 49 lot subdivision.
Staff contact – Leigh Anne Barr
2. Accessory Dwelling Unit – 14988 173rd Ave SE
Proposed 800 sq ft ADU.
Staff contact – Amy Bright
3. Kaison Flats Development – Corner of Blueberry & Kelsey
72 unit apartment building proposal. 3 story buildings.
Staff contact – Amy Bright
4. Arcade/Gaming Center-16726 146th St SE
Bouncy games for kids and pool tables for adults.
Staff contact – Leigh Anne Barr
5. Church/School CUP – 16891 146th St SE
CUP for Gold Creek Church to lease former Rock Church space.
Staff contact – Amy Bright
6. Triplex – 313 N Kelsey
Add two units to existing 1 bed 1 bath home.
Staff contact – Amy Bright

Project Highlight

Accessory Dwelling Unit (ADU) Code Update

In June, the City Council adopted amendments to the Monroe Municipal Code to bring the City's regulations for Accessory Dwelling Units (ADUs) into compliance with House Bill 1337. The updated code expands housing options by allowing up to **two ADUs per residential lot**, increases flexibility by permitting ADUs up to **1,000 square feet or 50% of the primary dwelling size (whichever is greater)**, removes **owner-occupancy requirements**, and **streamlines permitting processes** for ADUs in Monroe.

These updates have now been codified and can be found in MMC 22.16.050.

City of MONROE WASHINGTON

COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for July 2025

Preliminary Plat Review

MG Monroe Short Plat, 102 Dickinson St (Previously Dickinson Short Plat
Project: 3-lot short subdivision in the R7 zone.
Status: In Review
Staff contact – Amy Bright

Henriquez Preliminary Short Plat, 17267 149th Pl. SE
Project: 5-lot short subdivision in the R4 zone.
Status: On hold
Staff contact – Anita Marrero

Monroe West Preliminary Plat, 18614 & 18718 134th St SE
Project: 39-lot subdivision in the R7 zone.
Status: On hold
Staff contact – Anita Marrero

Monroe 30 Preliminary Plat, 12611,12517,12425 175th Ave. SE; 12410 178th Dr. SE, Snohomish, Washington, 98290
Project: 213-lot subdivision in the R7 zone.
Status: In review
Staff contact – Anita Marrero

Boundary Line Adjustment

Monroe 30 BLA, 12517 & 12425 175th Ave. SE and 12XXX 178th Dr. SE, Snohomish, WA 982901
Project: BLA application to adjust the boundaries between Lots 1, 2, and 3 for a future subdivision.
Status: In review
Staff contact – Anita Marrero

Variance

Walmart Sign Variance – 19191 N Kelsey Street
Project: Variance from the total allowed site signage.
Status: In review
Staff contact – Amy Bright

Civil Design Review

Ballinger Preliminary Short Plat - 13582 Chain Lk Rd
Project: 3-lot short subdivision in the R4 zone.
Staff contact – Anita Marrero

Safe Harbor 9 Short Plat - 174th Dr SE
Project: 9-lot short subdivision in the R15 zone.
Staff contact – Amy Bright

Building Construction

Tsaruk Townhomes - 15025 179th Avenue SE
Project: Townhome project consisting of 8 townhome units.
Staff contact – Anita Marrero

Eaglemont 8 – Short Plat
Project: 7 lot short plat in the R4 zoning district.
Staff contact – Amy Bright/Leigh Anne Barr

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

Riverside Station – 135 & 143 S Ann St
Project: New 3-story building with commercial on ground floor and 16 apartments above.
Staff contact – Leigh Anne Barr

Wendy's – 18805 SR 2
Project: New commercial building for fast food with drive-thru and site improvements.
Staff contact – Anita Marrero

Stanton Station - 149th St SE & 179th Ave SE
Project: 22 lot subdivision for townhomes.
Staff contact – Amy Bright

Eaglemont 9 (Cooper Ridge) - 19785 137th St SE
Project: 33-lot subdivision in the R4 zoning district.
Staff contact – Amy Bright/Leigh Anne Barr

Development Agreement

Monroe 30 Annexation – 12611 175th Avenue SE, Snohomish, Washington, 98290
Project: Approx. 30-acre annexation for properties in the City of Monroe Urban Growth Area (UGA). The adopted pre-annexation zoning for the properties is single-family, 7 units per acre, or R7.
Status: Approved
Staff contact – Anita Marrero

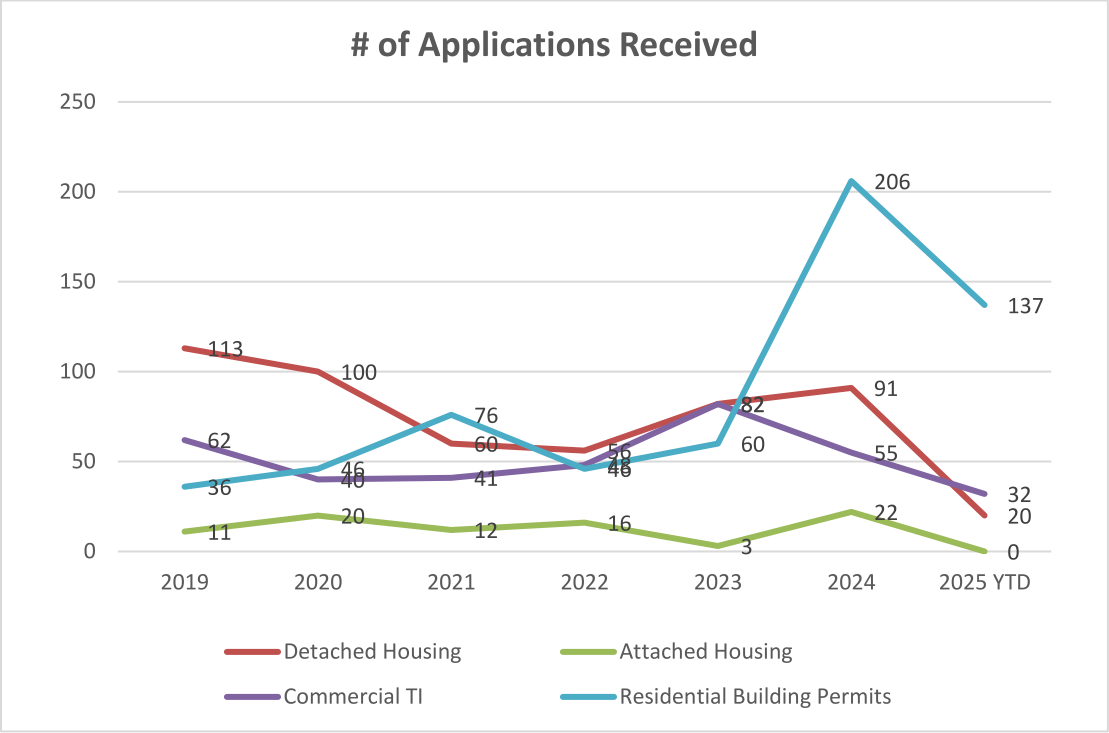
PUD – 13812 179th Ave SE
Project: Future project to construct a new administrative building and maintenance facility.
Status: In review
Staff contact – Lance Bailey

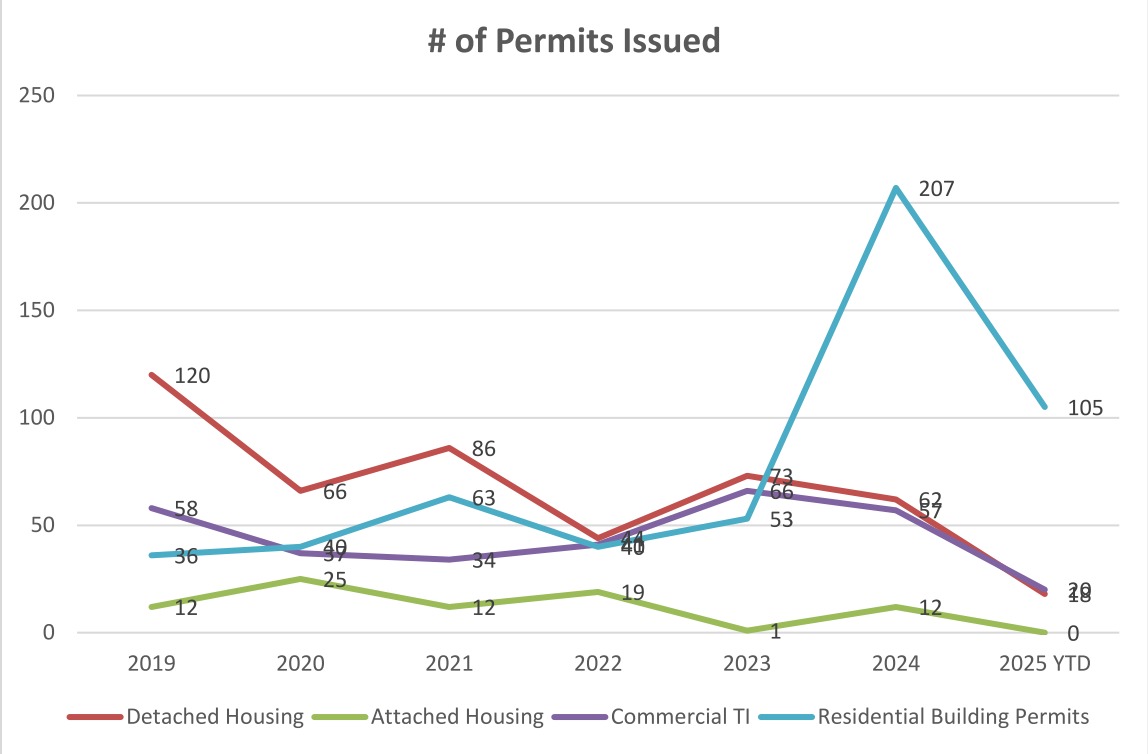
City of MONROE WASHINGTON

COMMUNITY DEVELOPMENT DEPARTMENT Monthly Report for July 2025

Building

The building department issued 72 permits that includes 8 commercial tenant improvement permits, 4 commercial re-roof permits, 24 residential permits, 12 engineering permits, and 9 fire permits.





- We are making steady progress on implementing the new permit system, LAMA, with a focus on streamlining workflows and improving overall efficiency.
- We have added user-friendly help text and are actively removing unnecessary touch points to create a more intuitive experience for both staff and customers.
- We continue to work closely with all departments and the development team to ensure that customer service remains a central priority throughout the system's development and rollout.
- Our expectation is to do staff training in January with a go live date in early to mid-February of 2026.

Code Enforcement

Code Enforcement Cases month by month for 2025.

Month	Opened Cases	Resolved
January	10	24
February	6	8
March	8	18
April	6	16
May	2	18
June	5	25
July	5	20
Totals:	42	129

- Continuing to educate as well as collect any and all non-permitted stake signs throughout the city.
- Keeping a keen eye on vegetation being maintained.
- Reached out to all candidates registered with Snohomish County for the upcoming election season and provided education on temporary sign permits.

Staff Contact – Kevin K. Price

Business Licenses

- There were 60 new business license applications, and 183 business license renewals were received in **July**
- 41 New Non-Resident licenses for businesses doing work in city limits but located outside of Monroe.
- 14 New Home Occupation licenses were received.
- 5 General Business Licenses were received for businesses located in Monroe City Limits.
  Staff contact – Hannah Maynard

New Business Applications (General Business Licenses Only)

Name	Address
GREAT CLIPS	18817 STATE ROUTE 2 MONROE WA 98272-1438
REDLINE COACHING AND CONSULTING	204 W MAIN ST STE A MONROE WA 98272-1829
ROADRUNNER EXPRESS CAR WASH LLC	20012 STATE ROUTE 2 STE F MONROE WA 98272-2351
THE MAIL STATION	19916 OLD OWEN RD MONROE WA 98272-9778
HAMILTON, CLINT JAMES	162 EAST DESTINATION ALLEY MONROE WA 98272

Comprehensive Plan Updates

The City of Monroe received one public initiated comprehensive plan amendment and is processing one City initiated application for consideration with the 2025 Docket. Below is a brief description of each proposal:

- **PUD Application –** The Snohomish County Public Utility District (PUD) has applied for a Comprehensive Plan amendment to remove First Air Field from the City's list of Essential Public Facilities and eliminate related airport compatibility zoning overlays and regulations. The amendment anticipates the eventual closure of the airport and potential acquisition by the PUD, which intends to repurpose the site for offices and a lay-down yard to support its operations. While the airport remains operational at this time, the proposed changes would facilitate future reuse of the property and remove regulatory barriers tied to airport-related uses.

- **City of Monroe –** Map amendments with associated updates to Buildable Land Capacity Analysis. This proposal includes amending the City northern urban growth area (UGA) to incorporate the Davis UGA expansion request that was approved by Snohomish County in December 2024, and two map corrections from the Monroe 2044 Comprehensive Plan amendment process. The land use capacity analysis needs to reflect these changes.

Code Amendments

Commute Trip Reduction (CTR) – CA2025-04 – ADOPTED July 18, 2025

The City of Monroe is in the process of adopting its 2025-2029 CTR Plan and concurrently proposing amendments to MMC Chapter 22.88, Commute Trip Reduction (CTR) to comply with state law. Under the Washington State CTR Law (State CTR Law, RCW 70A.15.4000-.4110), certain jurisdictions, including the City of Monroe, are required to adopt CTR Plans and local CTR ordinances. These ordinances must mandate that CTR-affected employers—those with worksites that employ 100 or more full-time employees who begin their shifts between

6 a.m. and 9 a.m. on weekdays—develop and implement CTR programs. Many of the jurisdictions' CTR Plans propose updating local CTR ordinances, which set standards for CTR-affected employers.

Staff Contact: Anita Marrero

Unit Lot Subdivision (ULS) – CA2025-05 – ON HOLD

During the 2023 regular session, the Washington State legislature passed ESSB 5258 which requires all cities to include provisions for unit lot subdivisions. Unit lot subdivisions allow a portion of the parent lot to be divided into "unit lots" that don't meet the bulk regulations of the underlying zone but allow for fee-simple ownership of housing units (e.g., creating ownership lots under townhomes).

Monroe regulates subdivisions in MMC Chapter 22.68. The new law requires the addition of a "Unit lot subdivisions" section to Chapter 22.68.

An introduction was given to Planning Commission on March 10th, and the draft code was brought forth on April 14th. Staff is working with legal to address concerns raised.

Staff Contact: Anita Marrero

Local Permitting

In 2023, the WA Legislature passed Senate Bill 5290 that amended the local land use project permit review timelines established by the Revised Code of Washington (RCW) Chapter 36.70B Local Permitting. The 2023 amendments replaced the original 120-day review period with three review clocks based on the required level of public participation. The new review timeframes are: 65 days for administrative approval without public notice, 100 days for administrative approvals with public comment, and 170 days for projects that require a public hearing. The State also clarified that the reviews are based on calendar days instead of workdays for the in-house reviews. Items that did not change include the review timeframe beginning with the Notice of Complete Application and the "clock" can be stopped when additional information is required to complete the review. The review times for short and long subdivisions did not change as established by Chapter 58.17 RCW. Additionally, legislative actions remain exempt from the review clocks and must follow the locally adopted procedures. Legislative actions include amendments to the comprehensive plan, development regulations (i.e., MMC Title 22), pre-annexation zoning, and annexations.

Planning Commission completed its review in July and requested staff prepare materials for a public hearing in August.

Staff Contact: Kate Tourtellot

Interim R7 Zoning Ordinance – Ordinance No. 002/2025

City Council adopted an ordinance on March 25, 2025, amending Chapter 22.16 MMC Single-Family Residential Zoning Districts, and Chapter 22.16 MMC Design Standards, allowing townhomes as a permitted use in the R7 zoning district together with associated development and design regulations. These regulations will expire in October 2025 if action is not taken. Staff intends to extend the interim regulations another 3-6 months to complete the full Middle Housing package.

Staff Contact: Anita Marrero

Annexations

Conner Annexation

This annexation request is with the Snohomish County Boundary Review Board (BRB) for review and approval. If the BRB or another agency does not invoke jurisdiction, the City can move forward with final adoption by ordinance.

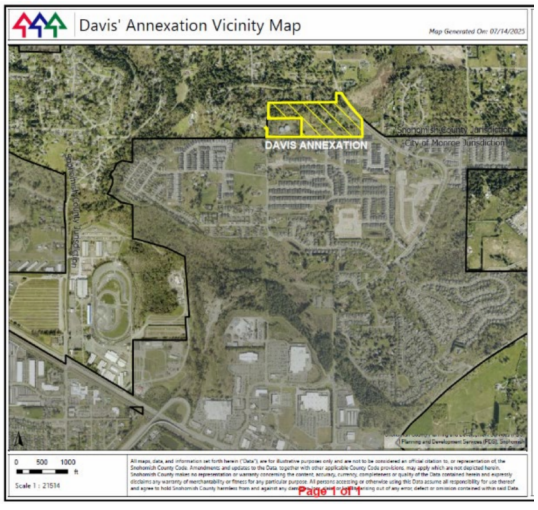
The 45-day BRB review ends on Monday, September 28, 2025.

The application is for a single triangular shaped parcel, less than an acre in size and located along Tester Road, west of Monroe High School, just south of the SR-522 off-ramp onto Main Street, within the City's southwest Urban Growth Area. The property was pre-zoned Single-Family Residential – 4 Units Per Acre; however, the zoning will be Single-Family Residential – 7 Units per Acre at time of annexation for consistency with the Monroe 2044 Citywide Rezone.

Staff contact – Amy Bright

Davis Annexation

The City received a Notice of Intention to Commence Annex with a direct petition for annexation for the Davis properties. The properties on located on the west side of Chain Lake Road, just north of the Eaglemont subdivisions. In December 2024, the Snohomish County Council, the regulating authority, approved an expansion to the City of Monroe's UGA to include the subject properties.



Like the Monroe 30 Annexation, this application includes a Pre-Annexation Development Agreement addressing housing types and multimodal trails through and along Chain Lake Road.

Staff is reviewing the petition and developing a review schedule before City Council.

Staff contact – Amy Bright

AGENDA BILL

Meeting Date: September 09, 2025

Meeting Type: City Council Business Meeting

Staff Contact: Rachel Adams, Human Services Coordinator

Department: Executive

SUBJECT: June and July 2025 Human Services Work Report

REQUESTED ACTION:

None

POLICY CONSIDERATIONS:

None

DESCRIPTION/BACKGROUND:

Attached is the June and July 2025 Human Services Work Report.

This report features highlights including:

- Community Needs Assessment update
- June 2023 - June 2025 Mobile Mental Health reporting
- June 2024 - June 2025 Peer Support Outreach reporting
- Monthly reporting from the Case Management Specialist
- Human Services Division Call Log Tracking
- CHSAB Meeting minutes
- Human Services Grants and Contracts Tracking

FISCAL IMPACTS:

None

TIME CONSTRAINTS:

None

ALTERNATIVES TO REQUESTED ACTION:

None

ATTACHMENTS:

June & July 2025 Report
Community Human Services Advisory Board - 04 Jun 2025 - Minutes - Pdf

2025 All Grants Tracking

City of MONROE

HUMAN SERVICES WORK REPORT

JUNE & JULY 2025

PREPARED BY:

RACHEL ADAMS
HUMAN SERVICES COORDINATOR

KATELYN HARRIGAN
HUMAN SERVICES CONSULTANT

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

COMMUNITY NEEDS ASSESSMENT 2025

In 2021, the City of Monroe conducted a Human Services Needs Assessment led by Kulik Strategic Advisors to identify community gaps and set service priorities. These assessments are typically conducted every four years. This year, Human Services staff are launching a new assessment in collaboration with consultant Katelyn Harrigan. Kulik Strategic Advisors, who led the 2021 effort, are returning to lead key informant interviews and focus groups. The project began in May and will conclude in August.

June & July Accomplishments include:

- Survey drafted, finalized, translated to Spanish by KSA, and open to the public for 7 weeks. Paper surveys were distributed in English and Spanish and manually input into digital collector.
- Determined survey sample frame and began secondary data collection (Collaboration with KSA).
- Creation of promotional materials and digital media for survey and focus group outreach, and distribution via social media, newsletters, email, and print.
- 30+ hours of attending community events to conduct outreach for survey and focus groups, including Pride **(pictured right)**, Juneteenth, Monroe Farmer's Market, Sultan Shindig, Monroe Library, and more.
- Coordination with local partners and service providers to recruit participants to focus groups, share the survey, and participate in key informant interviews.
- KSA consultant conducted key informant interviews & came onsite to facilitate focus groups.
- Presentations of preliminary survey results to Community Human Services Advisory Board (CHSAB) and to local service providers at the monthly check-in meeting.

The draft report will be finished in August and will be presented to the Community Human Services Advisory Board at their September meeting. After their review, the report will come before City Council later in September.

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

MOBILE MENTAL HEALTH CO-RESPONDER UPDATE

June 2025 — Helping an Elderly Neighbor Find Safety:

This month, our co-responder was called to assist an elderly woman who had accidentally driven her car into a ditch—twice in the same day—while trying to reach a nearby farm where she hoped to stay. After making sure she was safe, the co-responder followed alongside the tow truck, helped reduce the tow fee, and worked with the farm owner to get her settled into housing. She even made sure the woman's cat had a litter box for comfort. At the end of the day, the woman hugged the co-responder and said she couldn't have made it through without her support.

July 2025 — A Safe Outcome in a Difficult Situation

Law enforcement recently faced a tense situation when a woman barricaded herself inside her trailer. The client was struggling with significant behavioral health challenges, and the situation could have easily escalated. Our co-responder spent 45 minutes calmly reaching out, eventually using a letter chart on her phone to communicate when the client began responding in sign language. Over time, she built trust and convinced the woman to come to the door voluntarily. Thanks to this careful approach, law enforcement was able to take the client into custody without force, ensuring everyone's safety.

CO-RESPONSE CLIENT REPORTING CHART

Month	Unduplicated Client Total	Year to Date
June 2025	**20**	**108**
July 2025	**17**	**125**

In April, Council approved the Mobile Mental Health Co-Response Agreement. In July, Amendment #2023-099-02 was updated to remove the geographic component, which had been unintentionally included and was inconsistent with the original contract and the intent of the award from Congresswoman Del Bene.

According to the City Council's Rules of Procedure, "unless otherwise expressly stated a contract or contract amendment shall be construed as including the authority for the Mayor or their designee to make minor substantive revisions to the form of the contract presented to the City Council."

The City Attorney advised that the proposed revisions to the VOA agreement—while substantive—fall within the scope of "minor" revisions contemplated by this provision. As such, the changes could be made administratively. In the interests of full transparency, staff is including this update in the Human Services work report.

City of MONROE WASHINGTON

MOBILE MENTAL HEALTH CO-RESPONDSE PROGRAM

VOLUNTEERS OF AMERICA WESTERN WASHINGTON (VOAWW)

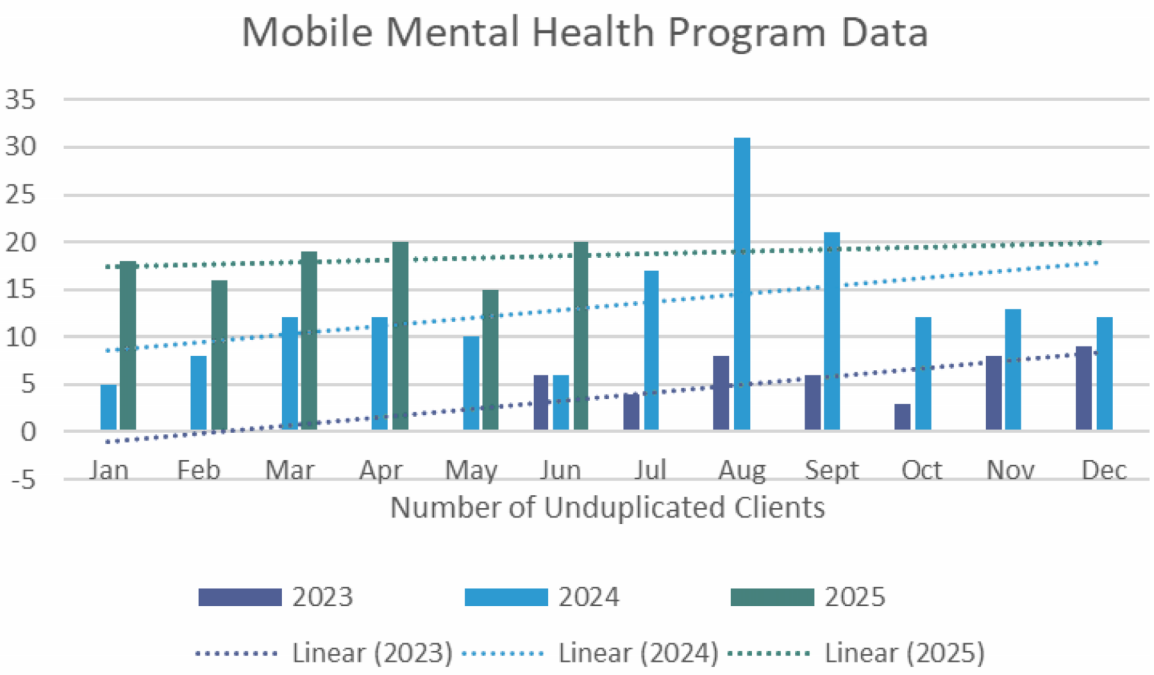
JUNE 2023-JUNE 2025

CRISIS RESPONSE CALL TYPES:

- **Bullied youth & school-based threats**
- **Basic needs assistance**
- **Domestic violence**
- **Emergency shelter coordination**
- **Homelessness**
- **Psychosis & severe mental health symptoms**
- **Substance use & addiction-related crises**
- **Suicidal ideation & acute suicidal crisis**
- **Family conflict & chronic runaway youth**
- **Hospital & law enforcement coordination during emergencies**

311 UNDUPLICATED CLIENT CONTACTS

In June 2023, a new Mental Health Co-Response Program was launched. Co-responder Jessi Beyer is stationed at both the Monroe Police Department and the Snohomish County Sheriff's Office in Sultan. Jessi is available to be dispatched alongside first responders from 2:00 p.m. to 12:00 a.m., Sunday through Wednesday.



The chart above illustrates a substantial increase in both utilization of and demand for these services. The 2025 trend line starts high and is almost flat, showing that the program is reaching consistently high client counts early in the year.

Retention of high numbers into 2025 points to strong community trust and program relevance. Client numbers continue to rise or stay high, suggesting unmet mental health needs remain in the community.

This program is currently grant-funded through 2027. Without securing ongoing funding, the program faces potential elimination, which would likely increase wait times for County Designated Crisis Responders to assist local responders with clients in acute crisis. Before the program's implementation, these wait times averaged two hours.

City of MONROE WASHINGTON

MOBILE MENTAL HEALTH CO-RESPONDSE PROGRAM

VOLUNTEERS OF AMERICA WESTERN WASHINGTON (VOAWW)

CRISIS DE-ESCALATION

A client sent his ex-girlfriend a video holding a shotgun under his chin. The co-responder quickly established rapport, assessed that he was not suicidal, and safely resolved the situation without in-person confrontation. The client later called 911 to say he valued the conversation.

PREVENTING UNSAFE DISCHARGE

A client attempted suicide by lying in traffic. At the hospital, the physician initially planned to discharge without evaluation. The co-responder intervened, shared field information, and secured a behavioral health assessment, ensuring the client received appropriate care.

BOMB THREAT RESPONSE

Collaborated with law enforcement during a bomb threat investigation, providing on-scene mental health support to individuals experiencing heightened anxiety and assisting with post-incident debriefing and resources.

CROSS-AGENCY SHELTER SUPPORT

After being removed from a shelter, a client contacted the City of Monroe. The co-responder connected the client to the Peer Support Specialist for ongoing case management and secured emergency shelter resources.

POST-CRISIS SAFETY PLANNING

Assisted a client experiencing psychosis and severe paranoia by stabilizing them on-scene, arranging a voluntary hospital intake, and working with hospital staff to develop a safe discharge plan and link to outpatient care.

RUNAWAY YOUTH SAFETY

Assisted law enforcement and family in safely returning a chronic runaway child, while connecting parents to services addressing underlying behavioral health concerns.

SCHOOL THREAT ASSESSMENT

Partnered with a local school to assess risk after a student threatened to harm a teacher, providing recommendations that supported safety while connecting the student to mental health resources.

DOMESTIC VIOLENCE SUPPORT

Supported a victim of domestic violence who had recently filed a protection order, offering crisis counseling, safety planning, and linkage to ongoing emotional and legal support services.

VULNERABLE ADULT PROTECTION

Worked with law enforcement and Adult Protective Services to investigate suspected abuse of a vulnerable adult, ensuring the client's immediate safety and connection to protective resources.

ADDICTION RECOVERY COORDINATION

Partnered with the Sheriff's Office and CPS to support parents struggling with addiction, ensuring child safety while connecting the family to substance use treatment and wraparound services.

THE MOBILE MENTAL HEALTH CO-RESPONSE PROGRAM EXPERIENCED A 300% INCREASE IN SERVICE UTILIZATION BETWEEN: JUNE 2023 - JUNE 2025

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

HUMAN SERVICES CALL LOG

June:
Human Services staff responded to 12 service requests, successfully closing all cases. One call led to the creation of a “quick contacts list” for human services and outreach partners. Four calls involved coordination with Code Enforcement and Law Enforcement.

July:
Staff responded to 10 service requests, successfully closing nine. Half of the calls involved collaboration with other city departments, while four residents directly sought help connecting to community resources.

Month	Opened Cases	Resolved	Internal (City) Requests	External Requests
June	12	12	4	1
July	10	9	6	4
Year-to-Date	**76**	**73**	**31**	**37**

City of MONROE WASHINGTON

PEER SUPPORT OUTREACH PROGRAM

ST. VINCENT DE PAUL

JUNE 2024 - JULY 2025

THE FIRST CHART SHOWS A CONSISTENT DROP IN UNDUPLICATED CLIENTS REACHED IN 2025.

- **This may reflect a smaller local unhoused population.**
- **This may also indicate improved client stability.**

THE SECOND CHART HIGHLIGHTS THAT IN JUST THE FIRST HALF OF 2025.

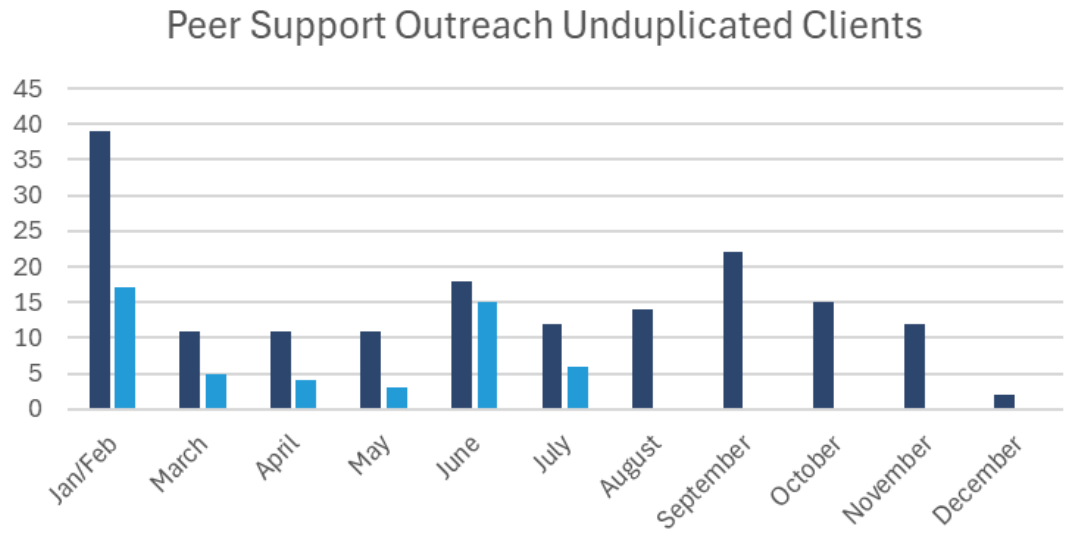
- **In 2025, mental health and substance use referrals are already more than halfway to the 2024 total.**
- **Shelter and housing referrals are also on pace to match or exceed last year's full-year total.**

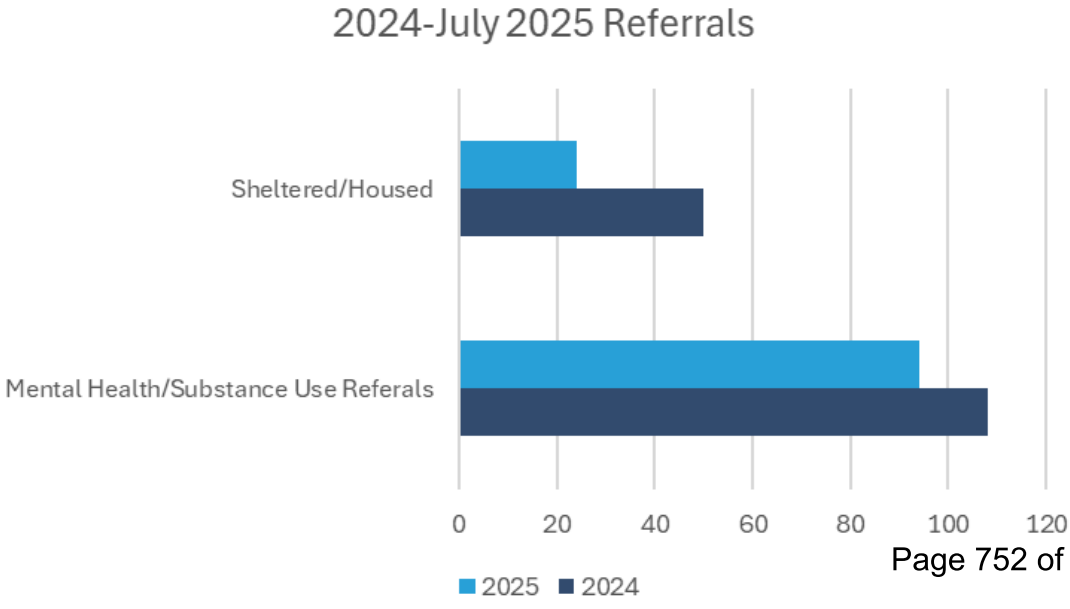
JUNE REMAINS A HIGH-ENGAGEMENT MONTH IN BOTH YEARS, LIKELY DUE TO SEASONAL FACTORS.

The Peer Support Outreach program is seeing fewer unduplicated unhoused clients in 2025 compared to 2024, yet is achieving greater success in connecting individuals to needed services.

Although fewer unhoused individuals are being reached, a greater proportion are being successfully connected to vital resources.

The program is demonstrating improved **efficiency and impact** - focusing on quality over quantity by engaging individuals more deeply and facilitating faster connections to housing, shelter, and treatment services. These outcomes reflect stronger partnerships, targeted engagement strategies, and a refined service delivery approach.





City of MONROE WASHINGTON

PEER SUPPORT OUTREACH PROGRAM

ST. VINCENT DE PAUL

YOUNG FAMILY HOUSED

A couple with a 5-year-old, new to the area, quickly connected with Housing Hope through the Peer Support Outreach Specialist. Within a week they were housed, preventing a deeper crisis.

RV TRANSITION TO HOUSING

A couple living in an RV couldn't save for an apartment. With partners, the RV was purchased, giving the couple stability and housing a man unhoused for seven years.

POST-PRISON SUPPORT

A man released from prison was connected to Hope and Chance. The same day he entered housing with wraparound services, avoiding a return to homelessness..

ELDERLY MOTHER & DAUGHTER

After months of instability, the specialist helped them connect with Hope and Chance. Within 90 days, they secured permanent housing.

BUILDING CONFIDENCE THROUGH WORK

A man in his 30s, seeking stability, was supported with yard work, job training through Orion, and guidance on healthy boundaries. He is building skills and confidence toward long-term stability.

HOUSING HOPE SUCCESS

A mother and children in a motel were denied housing, but the specialist supported her appeal. Once approved, she toured her new home and was moved to tears by the chance to cook meals again. UGM helped furnish the home.

TREATMENT & HOUSING

A client connected with Ideal Option and, with support from the specialist, secured temporary housing and vital resources. He is now progressing toward employment and stability.

MOTHER & CHILD

A working mom and her 13-year-old, living between a car and motels, were placed into a housing with wraparound services program, giving them stability and hope.

FATHER SEEKING STABILITY

A man motivated for his son completed treatment but lacked housing. The specialist connected him to a housing navigator and church community; within two weeks he had work and temporary housing.

REACHING THE READY MOMENT

After six years unhoused, a man reached out for help. The specialist responded immediately, connected him to food and resources, and started him on a path toward housing.

OLDER COUPLE CONNECTED

A couple unhoused for four years were referred to Hope and Chance. Motel funds bridged them until treatment began—enrolled within 48 hours.

YOUNG COUPLE TO RECOVERY

A 22- and 24-year-old couple lacked transportation for treatment. The specialist secured bus tickets and ensured they reached Wenatchee, beginning recovery and housing steps.

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

PEER SUPPORT OUTREACH SPECIALIST UPDATE

	June	July	Year to Date
Total Clients	44	35	241
Male	29	22	157
Female	15	19	93
Under 18	0	0	13
18-49	34	34	180
Age 50 and older	9	7	61
Veterans	2	0	4
Referred to Mental Health Services	11	6	31
Refer to Substance Use Disorder Treatment	20	15	73
Permanent Housing	2	0	13
Temporary Housing	2	0	13

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

CASE MANAGEMENT SPECIALIST UPDATE

In June, a Community Court participant who had not completed their inpatient treatment plan was re-engaged by the Case Management Specialist in his dual role as the Take the Next Step Outreach Navigator. Recognizing the client's discouragement, the Case Management Specialist encouraged a more accessible option—local outpatient treatment—and collaborated with the client to develop a realistic, supportive roadmap to remain on track with court obligations. They agreed to meet regularly for check-ins and continued accountability. This flexible, relationship-based approach allowed the client to pivot without disengaging from recovery or the Community Court process, reinforcing the value of personalized support.

The Case Management Specialist also proactively supported several individuals not yet engaged in Community Court by identifying legal concerns during outreach interactions. In five instances, the navigator had in-depth discussions with clients about their legal challenges and introduced Community Court as a supportive, alternative path. On three occasions, they directly helped clients connect with legal counsel and request observation of Community Court—a critical first step toward participation. This effort exemplifies the Case Management Specialist taking an early intervention role, guiding individuals toward constructive legal engagement before more punitive outcomes occur.

In July, a young woman awarded a housing voucher was at risk of losing her placement after her phone was stolen, cutting off communication with attorneys, housing providers, and treatment services. The Case Management Specialist stepped in, relaying messages and keeping her housing status active. They also supported her as she explored inpatient treatment at Evergreen Recovery. Plans are underway to use flex funds to provide her with a replacement phone—an essential tool to help her stay connected and move toward stability.

The Case Management Specialist successfully supported two clients in making and keeping appointments with Ideal Option and Conquer for substance use treatment. By providing warm handoffs and follow-up, the team helped ensure clients not only got scheduled but also attended their treatment sessions—turning intention into real progress on their recovery journey.

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

CASE MANAGEMENT SPECIALIST UPDATE

	June	July	Year to Date
Total Clients	11	13	33
Male	7	7	18
Female	4	5	14
Under 18	0	0	0
18-49	10	12	30
Age 50 and older	1	1	3
Veterans	0	0	0
Referred to Mental Health Services	0	2	2
Refer to Substance Use Disorder Treatment	2	4	6
Permanent Housing	0	0	0
Temporary Housing	0	0	0

Human Services Work Report

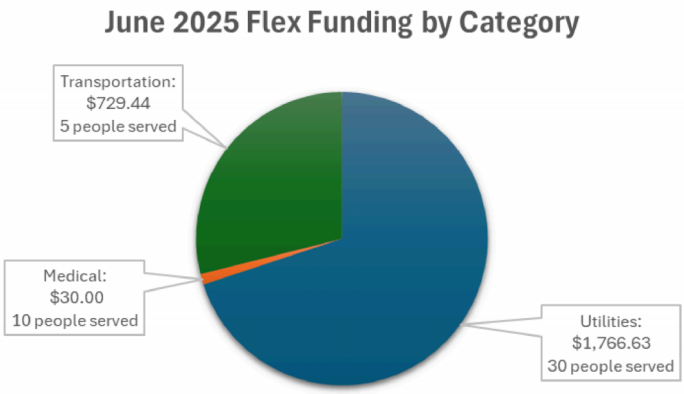
June & July 2025

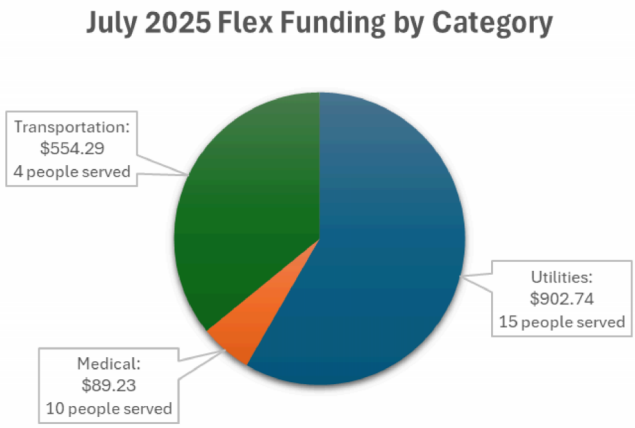
City of MONROE WASHINGTON

TAKE THE NEXT STEP(TTNS) FLEX FUNDING CONTRACT UPDATE

In June, every family who came to TTNS was facing significant financial hardship due to unexpected life events. TTNS provided direct support through flex funds and referrals to resources like Cascade Church for emergency aid, Orion Industries for employment support, and mental health counseling services.

One standout story is Anna (name changed), a 19-year-old caring for her two younger siblings after their home situation became unsafe. She had taken on full financial responsibility, including an unsustainable $500+ monthly car insurance premium. TTNS staff helped negotiate a lower rate with American Family Insurance, added rental coverage, and used flex funds to bridge the gap. Anna is now fully insured for six months, with her monthly premium cut in half—saving her thousands and helping her build long-term financial stability.





In July, TTNS worked with a woman staying at the Women's Mission who had her car stranded for weeks with a dead battery. Flex Funds purchased a replacement, allowing her to return to work and maintain stability while navigating housing insecurity.

Additionally, Flex funds assisted after a father's mental health crisis left him jailed and the family without electricity, TTNS partnered with VOA to restore power the same day and added the mother to the utility account for greater stability.

Finally, a caregiver lost income while sick and fell behind on bills. Flex Funds covered three bills and she was connected to PUD assistance, Goodwill education, and Orion employment services to support her long-term sustainability.

Human Services Work Report

June & July 2025

City of MONROE WASHINGTON

ADDITIONAL ATTACHMENTS & REPORTS

COMMUNITY HUMAN SERVICES ADVISORY BOARD (CHSAB) MEETING MINUTES

- JUNE 4, 2025
- JULY 2, 2025 *(CANCELLED)*

HUMAN SERVICES GRANTS AND CONTRACTS TRACKING LOG

COMMUNIUTY HUMAN SERVICES ADVISORY BOARD

Regular Business Meeting
Wednesday, June 4, 2025, 6:00 PM
Hybrid Meeting: Zoom Online Meeting Platform and Parks & Public Works Building at 769 Village Way

CHAIR
James Harrigan
MEMBER
Erin Lopez
Lucia Zamarron
Roger Bacon
Quinn Jay
Eric Britt
Michael Gore

MINUTES

1 CALL TO ORDER

Meeting Participation Information:
Pursuant to Council Rules of Procedure and the 2022 Open Public Meetings Act update, the Monroe Community Human Services Advisory Board meeting will be held in a hybrid format. Board members, staff, and members of the public may participate in the Community Human Services Advisory Board meetings both in-person and remotely.

In-person:
Monroe Public Works Building
769 Village Way
Monroe, WA 98272

Join Zoom Meeting
Click Here
Meeting ID: 825 5773 3767
Passcode: 286992

2 ROLL CALL

PRESENT: [Roger Bacon, Michael Gore, James Harrigan, Lucia Zamarron, Quinn Jay, Erin Lopez (6:02 p.m.), Eric Britt (6:59 p.m.)]

EXCUSED:

STAFF PRESENT: [Rachel Adams, Katelyn Harrigan]

3 CONSENT AGENDA

a) Board member Bacon moves to approve the meeting minutes from May, second by board member Jay. Motion passes 5-0. Board member Lopez joined the meeting after the vote.

4 ANNOUNCEMENTS/PRESENTATIONS

a) Fairfax Behavioral Health Crisis Center

Fairfax CEO Partick Wilder and UHS Behavioral Health Director of Crisis Services Julie Flack presented to the board about the opening of a behavioral health urgent care walk-in clinic at the current Fairfax Monroe location. This crisis center would provide urgent care services and triage to persons experiencing acute mental health distress and seeks to reduce the burden on hospital emergency departments and first responder's time.

b) Mobile Mental Health Co-Responder Update Rachel Adams

Mental health Co-Responder Jessi Beyer was present to give the board an update of the Co-Response program with the VOA. Ms. Beyer was deployed on a crisis call before her presentation, so staff liaison Rachel Adams conducted the presentation on her behalf. Board questions were recorded to be addressed at a later meeting.

5 STAFF/DEPARTMENT REPORTS

a) Ms. Harrigan gave an update to board members on the Needs Assessment survey, key informant interviews, and focus groups recruiting.

6 BOARDMEMBER REPORTS

a) Board member Bacon reminded the board of the Monroe farmer's market happening on Wednesday afternoons at the galaxy theater parking lot. Mr. Bacon also mentioned that the Miracle league has games this summer on June 7th and June 14th and that there is a need for volunteers.

Board member Lopez mentioned to the board about the Spring into Recovery event that is happening in Everett on June 13th at Funko field. There will be a resource fair happening from 10-4 and then the Aquasox game afterward.

Page 2 of 3

Board member Harrigan reminded the board to reach out to legislators to have discussions regarding key issues when they are no longer in session.

7 ADJOURNMENT

Board member Gore moved to cancel the July meeting due to staffing challenges and vacations. Board member Zamarron seconds. Motion passes 7-0.
Next Meeting ***August 6th, 2025*** at 6:00 p.m.

All Grants & Contracts Tracking - 2025

Source	Awardee/ Sub-contractor	Award Date	Expiration	Award Amount	Reimbursed	% Complete	Description	Notes
AWC FY24	City of Monroe & St. Vincent de Paul	Jul-24	Jun-25	$ 90,000.00	$ 90,000.00	100%	Alternative Response Teams	supports PSO/CMS contracts
SHB 1406	Take the Next Step	Jun-23	Jun-26	$ 210,000.00	$ 210,000.00	100.00%	Rental Assistance	updated 5/12/2025
SAMHSA	Volunteers of America Western Washington	Dec-22	Sep-27	$ 480,804.00	$134,004.52	21.00%	Mental Health Co-Response	Completed and Closed Out
EHF	Volunteers of America Western Washington	Jul-24	Jun-25	$ 592,192.00	$479,073.71	81%	Emergency Hotel Vouchers	Updated 8/13/2025
Human Services Consultant	Katelyn Harrigan LLC	Jan-25	Dec-25	$ 46,000.00	$24,377.00	43%	Human Services consultant & Needs Assessment	Updated 8-13-25
Peer Support Outreach	St. Vincent de Paul	Jan-25	Dec-25	$ 54,920.00	$ 25,979.96	47%	Peer Support Outreach Specialist	updated7-28-25
Case management Specialist	Take the Next Step	Apr-25	Apr-26	$ 30,000.00	$1,483.51	3%	Case Management Specialist	updated 8-12-25
Human Services Awards - FLEX FUNDING	Take the Next Step	Apr-25	Apr-26	$ 15,000.00	$4,004.72	16%	Flex Funding attached to Case Management	updated 8-14-25
Human Services Awards (General Funds)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
Community Needs Assessment Outreach Consultant	KSA	Apr-25	Oct-25	$ 22,973.00	$17,229.75	25%	Community Needs Assessment 2025	updated 8/13/25
Opioid Settlement Funds	TBD	TBD	TBD	TBD	TBD	TBD	Opioid Crisis Mitigation, Prevention, etc.	

MONROE CITY COUNCIL
EXTENDED AGENDA 2025

Current as of 09/04/2025
TENTATIVE LISTING, SUBJECT TO CHANGE

Mayor
Geoffrey Thomas

Councilmembers
Heather Fulcher, Mayor Pro Tem;
Jason Gamble; Kevin Hanford;
Kirk Scarboro; Tami Beaumont;
Kyle Fisher & Jacob Walker

TUESDAY 09/16/2025 *PofA Hanford*

6:00 p.m. **City Council Finance/Human Resources Committee Meeting**

Approval of Minutes: 07/15/2025

NB: IT Policy Update (Warthan/Ladwig); Mid-year evaluations (Warthan);

UB:

Discussion Items:

Good of the Order:

7:00 p.m. **City Council Regular Study Session**

Announcement / Presentation: Needs Assessment Report (Harrigan)

Mayor/Administration Reports: Extended Agenda (Knight); MTW (Mayor);

Discussion Items: Festival Lot Community Input (McKorkle/Doherty); Garbage Service request for proposals (RFP) informational session (Roberts/M. Darrow)

Exec Session: Sale of Property

Closed Session: Collective Bargaining

TUESDAY 09/23/2025 *PofA Fisher*

6:00 p.m. **City Council P3 Committee Meeting (Transportation/Planning, Parks & Rec, and Public Works)**

Approval of Minutes: 06/24/2025

NB: Critical Areas Updates – GMA Compliance (Bailey); Multi-Family Tax Exemption (MFTE) Program (Bailey)

UB:

Discussion Items:

Good of the Order:

7:00 p.m. **City Council Regular Business Meeting**

Announcement/Presentation:

Public Hearing: Proposed code amendments for Local Permitting – hearing and first reading (Tourtellot)

Consent: AP/ACH; Minutes; Intermountain Infrastructure Group Franchise Agreement ordinance adoption (McKorkle);

Final Action:

UB: Ordinance - Conner Annexation final adoption – first reading (Bright)

NB:

Department Reports: Parks & Recreation (Teague)

Mayor/Administrative Reports: Extended Agenda (Knight); MTW (Mayor);

Exec Session:

City of MONROE WASHINGTON

MONROE THIS WEEK

July 25, 2025

Thank you for taking time to catch up on city happenings and reading Monroe This Week. This week's edition features:

- Park Board Applications
- Public-Initiated Comprehensive Plan Amendments
- Community Badges
- Crack Sealing Program

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

TWO PARK BOARD VACANCIES; APPLICATIONS DUE

AUGUST 6

Are you passionate about our City's parks system and recreational programming? If so, I encourage you to apply for the Monroe **Park Board**.

The Park Board reviews comprehensive park and recreation plans and advises the Mayor and City Council on improvements to parks, facilities, and programs throughout Monroe. Your input will be valuable to helping make Monroe an even better place to live, work, play, and visit.

You can find an **application online** and submit it to our City Clerk's office at **cityclerk@monroewa.gov**. Applications are due by 5 p.m. on August 6, 2025.

REMINDER: PUBLIC-INITIATED COMPREHENSIVE PLAN AMENDMENTS DUE JULY 31

As a reminder, property owners, neighborhood organizations, individuals, and developers interested in requesting a change to the **City's 2024-2044 Comprehensive Plan** must submit an **application** by 5 p.m. on July 31, 2025 to Amy Bright, Planner, in the Community Development Department at **abright@monroewa.gov**.

Requests will be considered as part of our 2025-2026 annual amendment process. Applicants will be required to present their proposals to the City Council in late summer. The Planning Commission will also consider proposals and forward their recommendations to the Council in spring 2026. Council-recommended proposals are forwarded to the Washington State Department of Commerce for its review. The Council is expected to take final action on proposals in summer 2026.

Visit our **Comprehensive Plan Amendment webpage** for more information.

COMMUNITY BRAND BADGES AVAILABLE ONLINE FOR MONROE RESIDENTS AND BUSINESSES

Monroe's new community brand badges are now available for residents, neighborhoods, businesses, and community organizations to enhance Monroe's new brand! Inspired by our city's **vision statement**, these nine badges feature Monroe's best attributes and are a unique way to celebrate and connect with our Monroe community.

- *Imagine Monroe*
- *Belong Monroe*
- *Made in Monroe*
- *Gather Monroe*
- *Natural Monroe*
- *Lively Monroe*
- *Friendly Monroe*
- *Local Monroe*
- *Connect Monroe*

Whether featured on your business brochure, restaurant menu, company website, or neighborhood social media page, these badges are a creative way to show your involvement in and support for our community. Learn more at **MonroeWA.gov/brand** and submit a **request form** to us. To learn more, contact Liam McKorkle, Executive Department, by **email** or 360-794-7400.

DID YOU KNOW? CITY ANNUAL CRACK SEALING PROGRAM

Crack sealing is just what it sounds like - filling cracks on streets. Each summer, the City performs crack sealing in order to preserve roadway conditions. Supported by the **Transportation Benefit District**, crack sealing helps reduce structural deterioration, minimize pothole formation, and keeps pavement in good conditions to postpone costly

re-paving projects. If you see our Street Division out in the city, feel free to give them a smile and a wave.

UPCOMING CITY COUNCIL MEETING SCHEDULE

Please be advised that City Council will be in recess for the month of August 2025. If a special meeting is required, it will be noticed in accordance with state law. The next regular City Council Meeting is currently scheduled for Tuesday, September 9, 2025 at 7 p.m. To view the meeting agenda, click the button below. City Council meetings are re-broadcasted on the **City's YouTube Channel (@MonroeWA) .** To learn how to provide public comment to the Mayor and City Council, click **here**.

Council Agendas/Minutes

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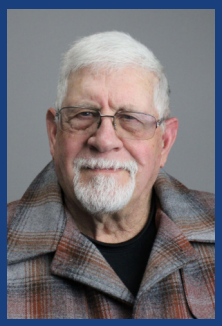
Kevin Hanford

Councilmember
Jacob Walker

Councilmember
Jason Gamble



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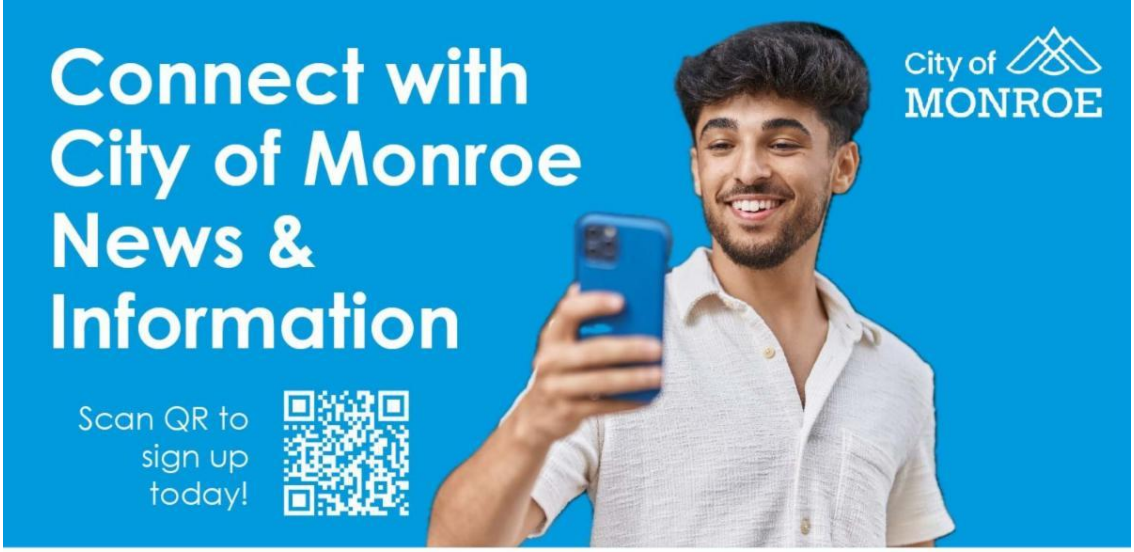

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City of MONROE WASHINGTON

MONROE THIS WEEK

August 1, 2025

In 2021, the Ward Roney Jr. Veterans of Foreign Wars Post 7511, which serves and advocates for veterans in our Monroe community, asked the City of Monroe to become a designated 'Purple Heart City.' The City Council and I made this declaration to honor and remember all who have been wounded or have made the ultimate sacrifice while serving our country. This past week, I once again issued a proclamation declaring August 7 as Purple Heart Day in Monroe, and I invite you to join me in honoring Purple Heart recipients through our words, our hearts, and our actions. You can learn more about the Purple Heart Award by reading my ***Proclamation online****.*

This week's edition of Monroe This Week features:

- *National Night Out Against Crime*
- *Movies Under the Moon*

- *Temporary Sign Reminders*
- *Lake Tye Tri Road Closure*

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

NATIONAL NIGHT OUT AGAINST CRIME - TUESDAY AUG. 5

Join the Monroe Police Department, Snohomish Regional Fire & Rescue, Rotary Club of Monroe, the City of Monroe, myself and roughly 60 local businesses for **National Night Out** at Lake Tye Park from 5:30 p.m. to 8:30 p.m. on Tuesday, August 5.

This educational, community building event offers interactive experiences with our very own first responders. There will be activities for everyone including games, bouncy houses, a scavenger hunt, demonstrations, obstacle courses, and much more. Come enjoy an evening by the lake and get to know those that help to keep our community safe.

MOVIES UNDER THE MOON BEGIN FRIDAY AUG. 1

The City of Monroe is happy to announce the return of our annual Movies Under the Moon, happening every Friday in August at Lake Tye Park (excluding Friday, Aug. 29). Each Friday will include a pre-show craft/activity for kids and a live band. The park's concession stand, Parkside Bites, will be open for drinks, food and snacks prior to the movie. Movies will begin at dusk (approximately 15 min. after official sunset time). Bring a chair or blanket and

the family or your friends for a free night of fun at Lake Tye Park.

This year we are excited to show the following films:

- August 1 - **Despicable Me 4**
- August 8 - **Moana 2**
- August 15 - **Mufasa: The Lion King**
- August 22 - **Captain America: Brave new World**

A special thank you to our community partners for making this event happen: Galaxy Theater, Monroe Arts Council, Monroe Concert Band, Monroe Lacrosse Club, Republic Services, and Wild Style Gym.

TEMPORARY SIGNS - A FEW REMINDERS

Temporary signs — *such as A-boards for open houses, yard signs for local businesses, banners for sales, or campaign signs* — are a valuable tool for sharing messages in our community. At the same time, residents, businesses, and visitors alike appreciate Monroe's clean and attractive streetscapes, including sidewalks and public areas that are free from sign clutter. That's why the City allows temporary signs **with a free permit,** a simple step that ensures signs are safe, appropriately placed, and time-limited. Our **sign code** outlines guidelines for size, number, location, and duration to help balance communication needs with aesthetics.

A few reminders to keep in mind:

- Temporary signs **cannot** be attached to utility poles, placed in sidewalks or public rights-of-way, or be illuminated.
- A **permit is required**, but it's free and easy to obtain.
- Permitted signs will receive a small decal noting approval and display timeframe.

If you or your business are planning to use temporary signage, I encourage you to learn more at our **Temporary Sign webpage**, or reach out to the Community Development Department at 360-863-4501 or **landuse@monroewa.gov**.

By following these simple guidelines, we can all help keep Monroe looking its best while still getting the word out.

FRYELANDS BLVD. ROAD CLOSURE SATURDAY FOR LAKE TYE TRI

The 16th annual USAT Sanctioned Lake Tye Triathlon returns to Lake Tye Park tomorrow, August 2.

ROAD CLOSURE NOTIFICATION: There will be full road closure of Fryelands Blvd. northbound from Currie Road SE to Tye Street and southbound from Tye Street to Main Street. The closure will be in effect from 6:00 a.m. until 1:00 p.m. and a detour will be provided. The event will begin at 8:00 a.m. and offers sprint, Olympic, and youth triathlons in addition to a duathlon and aquabike. The event is open to all levels of participants and offers a scenic, flat course making it a great triathlon for beginners. Thank you for your patience and for welcoming back this exhilarating, annual Monroe event.

UPCOMING CITY COUNCIL MEETING SCHEDULE

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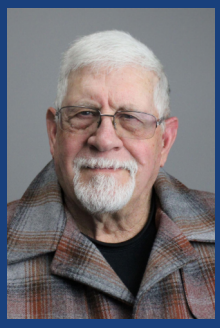

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City of MONROE WASHINGTON

MONROE THIS WEEK

August 8, 2025

Thank you to everyone who attended National Night Out earlier this week and thank you to the Monroe Rotary Club, Monroe Police Department, and Snohomish County Regional Fire & Rescue for helping put on the event. National Night Out stands as another example of our community's commitment to building connections with one another and promoting a safer Monroe. With your help, we will continue to make Monroe a "safe place for all" where "everyone feels at home, and everyone feels they belong."

This week's edition of Monroe This Week features:

- *A Walk to Remember*
- *Snohomish County Hazard Mitigation Plan Survey*
- *August Business Newsletter*
- *Community Brand Badges*

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

A WALK TO REMEMBER AT SKY RIVER PARK - SATURDAY AUG. 9

This Saturday, August 9 at Sky River Park The Compassionate Friends of Snohomish County is joining with dozens of Chapters and thousands of bereaved across the country, in a “Walk to Remember." This event is to remember children, brothers, sisters, grandchildren, and other family members who have died. Check-in begins at 9:00 a.m. with the ceremony starting at 10:00 a.m. There will be a remembrance ceremony, bake sale, raffle, button station, and the opportunity to bring your own picnic lunch to enjoy with others.

For more info visit **www.compassionatefriends.org** & search for Chapter #2547 or email **tcfsnoco@gmail.com**.

ONLINE SURVEY: WHAT HAZARDS CONCERN YOU THE MOST?

Please give your input to **Snohomish County Emergency Management** on its **Hazard Mitigation Plan survey**. Mitigation is an action to reduce the loss of life and property by lessening the impact of disasters before they occur. The plan is updated every five years, a necessary step to keep the community eligible for federal disaster-assistance dollars, when available. This survey explores areas of concern you have as a Snohomish County resident or business.

Responses will assist the County in updating its **Hazard Mitigation Plan**. Please take the survey by Sept. 30, 2025 at **https://bit.ly/snoco_hazard_survey**.

AUGUST MONROE BUSINESS NEWSLETTER NOW AVAILABLE

The August edition of the Monroe Business Newsletter is packed with valuable information and resources to help your business thrive. Read it **here** and discover:

- **Filing your Annual Report** – when and how to submit to the Washington Secretary of State.
- **Energy assessments** – apply for a free evaluation from Puget Sound Energy (PSE).
- **Community brand badges** – show your support for Monroe with these ready-to-use graphics.
- **Small business training** – explore FREE courses on cybersecurity, intellectual property, and more from the Washington Small Business Development Center.
- **Grant opportunities** – funding available for women-owned and/or small businesses.
- **Business resources** – financial tools from the Washington State Department of Commerce, including revenue-based financing and the Flex Fund.
- **Planter adoption program** – help beautify downtown Monroe by adopting a planter.

This month's **Business Spotlight** features **Northwest Sign and Design** and **Ink It Your Way**, both located in the Fryelands District.

If you're looking for a resource you can't find, contact Patrick Doherty, Monroe's Economic Development Coordinator, at **pdoherty@monroewa.gov**.

SHOW YOUR MONROE SPIRIT WITH OUR NEW COMMUNITY BADGES

Monroe's new **community brand badges** are here - ready for residents, neighborhoods, businesses, and organizations to showcase their connection to our city! Inspired by Monroe's **vision statement**, each of the nine badges highlights one of our community's best qualities:

- Imagine Monroe
- Belong Monroe
- Made in Monroe
- Gather Monroe
- Natural Monroe
- Lively Monroe
- Friendly Monroe
- Local Monroe
- Connect Monroe

From business brochures and restaurant menus to websites and neighborhood social media pages, these badges offer a creative way to celebrate Monroe and strengthen community connections.

To learn more or request badges for your use, visit **MonroeWA.gov/brand**. You can also contact Liam McKorkle in the Executive Department at 360-794-7400 or by **email**.

UPCOMING CITY COUNCIL MEETING SCHEDULE

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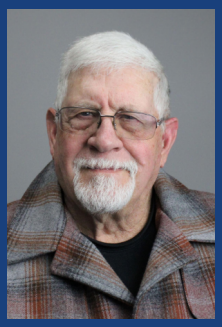

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City of MONROE WASHINGTON

MONROE THIS WEEK

August 15, 2025

Thank you for reading this week's edition of Monroe This Week.

This week's edition of Monroe This Week features:

- Fair Days Parade
- Picnic with the PD
- Adopt a Storm Drain
- School Resource Fair
- Evergreen State Fair

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

FAIR DAYS PARADE & MARKET AUGUST 23

Mark your calendars for next Saturday, Aug. 23 as the annual Monroe Fair Days Parade & Market returns. The market will open at 9 a.m. and the parade will begin at 11 a.m. Grab your friends, bring the family, and find your spot along the parade route — this is one hometown tradition you won't want to miss!

From the thunderous arrival of the Seafair Pirates to the high-energy beats of the Monroe High School Marching Band, the streets will be packed with sights, sounds, and smiles. Cheer on race cars from Evergreen Speedway, marvel at graceful equestrian teams, and enjoy colorful floats and performances for all ages. Don't forget to give me a waive as I pass by.

Road Closure Notice. The following streets will be closed Saturday from 8 a.m. to 2 p.m. for the Parade:

- W. Main Street closed from 179th Ave. SE to N. Blakeley Street
- N. Blakeley Street Closed from W. Main Street to W. Hill Street
- N. Kelsey Street closed from W. Main Street to W. Columbia Street
- 79th Ave closed from W. Main Street to 160th Street SE
- W. Hill Street Closed from N. Blakeley Street to N. Kelsey Street

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PICNIC WITH THE POLICE DEPARTMENT - AUGUST 20

Come join us on Wed., August 20 from 3:30 to 4:30 p.m. at Lake Tye Park for 'Picnic with the PD!' Refreshments will be provided.

This event provides an opportunity to engage with our two Community Service Officers (CSOs) and learn

more about what they do everyday. Our CSOs act as community ambassadors for the Police Department and respond to animal control needs, nuisance complaints, parking violations, and more non-emergency police issues. Our CSOs look forward to connecting with you on Wednesday.

ADOPT A STORM DRAIN - PROTECT MONROE'S WATER

Join our new volunteer program and help keep Monroe's waterways clean. Storm drains carry rainwater to our rivers, lakes, and creeks—but when they're clogged with leaves and debris, pollution can enter the water and flooding can occur.

By "adopting" a drain near your home or business, you'll keep it clear, prevent pollution, and help your neighborhood. Volunteers get cleaning tips, recognition through a national program, and an optional yard sign to show your participation based on the watershed you live in.

Sign up at **Adopt-a-Drain – Washington.** Questions? Contact April Hardy, Environmental Service Program Analyst, Public Works Department at (360) 618-9417 or **ahardy@monroewa.gov**.

MONROE SCHOOL DISTRICT RESOURCE FAIR - AUGUST 20

Monroe School District students and their families are invited to get a jumpstart on the school year at the Annual Resource Fair on Wednesday, August 20 from 4-6 p.m. This event brings together local organizations, school staff, and community services to help families prepare for a successful start to the year.

Families can connect with school staff and community partners for help with:

- Completing Free & Reduced Price Meal applications
- Student enrollment assistance
- Navigating ParentSquare for school communications
- Using Family Access
- Locating other school and community resources

You can find more information a list of resources/organizations that will be available **online here**!

GENERAL INFORMATION: EVERGREEN STATE FAIR

It's about that time again! The **Evergreen State Fair** will be happening August 21-26 and August 28-September 1, 2025. Fair hours are 10:30 a.m. to 10 p.m. daily (Barns, Display Hall, 4H Building and Event Center close at 9 p.m.) and from 10:30 a.m. to 7 p.m. on Sept. 1. Be sure to visit the Fair's website at **https://www.evergreenfair.org/** for general information and frequently asked questions. Enjoy the Fair!

UPCOMING CITY COUNCIL MEETING SCHEDULE

Please be advised that City Council will be in recess for the month of August 2025. If a special meeting is required, it will be noticed in accordance with state law. The next regular City Council Meeting is currently scheduled for Tuesday, September 9, 2025 at 7:00 p.m. To view the meeting agenda, click the button below. City Council meetings are re-broadcasted on the **City's YouTube Channel (@MonroeWA) .** To learn how to provide public comment to the Mayor and City Council, click **here**.

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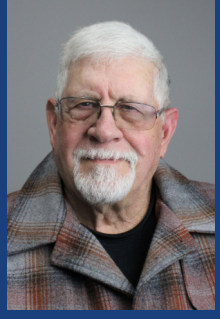

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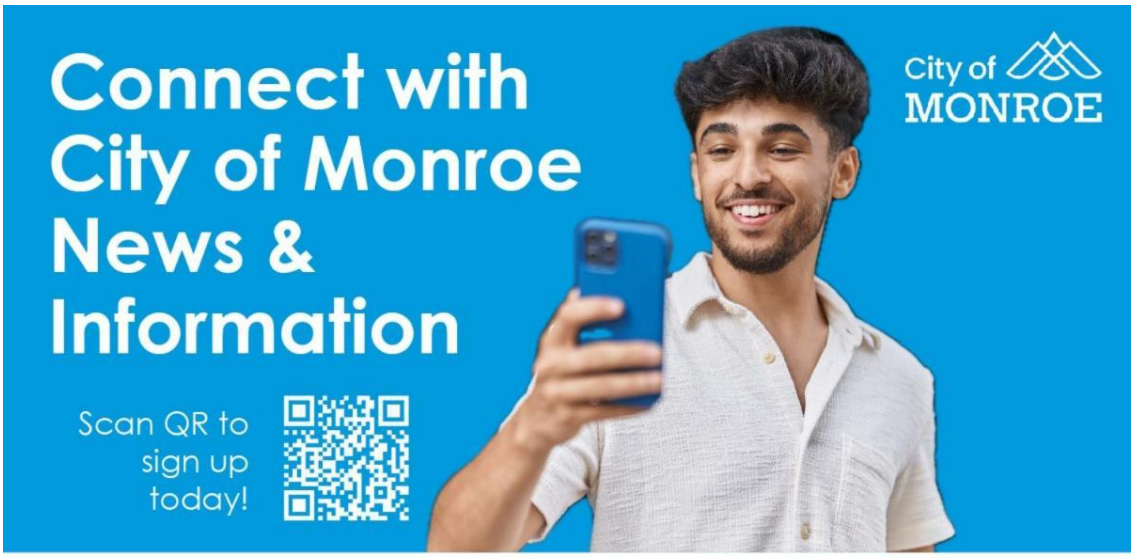

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City of MONROE WASHINGTON

MONROE THIS WEEK

August 22, 2025

Saturday, August 23 is the annual Fair Days Parade. This summer-favorite event is deeply rooted in Monroe history with its origins dating back as far as 1937. Today, the Fair Days Parade is both a recognition of the start of the Evergreen State Fair as well as celebration of our wonderful community. I hope to see you all enjoying and experiencing the festivities along Main Street tomorrow!

Please remember that the following streets will be closed from 8 a.m. to 2 p.m. on August 23 for the Parade:

- *W. Main Street closed from 179th Ave. SE to N. Blakeley Street*
- *N. Blakeley Street Closed from W. Main Street to W. Hill Street*
- *N. Kelsey Street closed from W. Main Street to W. Columbia Street*
- *179th Ave closed from W. Main Street to 160th Street SE*
- *W. Hill Street Closed from N. Blakeley Street to N. Kelsey Street*

This week's edition of Monroe This Week features:

- Police Department Booth at Farmers Market
- Tourism Advertising Opportunity in "Sky & Sno Adventure Guide"
- Ways to Connect with City Information
- What to Do if You Lost or Found a Pet

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

VISIT POLICE DEPARTMENT BOOTH AT AUG. 27 AND SEPT. 24 FARMERS MARKET

A great way to learn about our Police Department is to visit their tent at the Monroe Farmers Market. Stop by on Aug. 27 to meet our detectives and on Sept. 24 to meet our K-9 dogs, Apollo and Thor. The Market is located in the parking lot of the Galaxy Theater and is open from 3 to 7 p.m.

REACH MONROE'S VISITORS

Calling all advertisers. Are you interested in reaching visitors from around the state? Consider advertising in our upcoming Sky & Sno Adventure Guide. This is the Sky Valley's annual visitor guide featuring Monroe and the towns of the Upper Sky Valley. 15,000 copies will be distributed locally, on the WA State Ferries, and across North Central Washington. Additionally, the publication will be marketed at the Paine Field terminal in November and across multiple social media channels.

View the **media kit here** and contact **Sales Manager Katie Higgins** with any advertising inquiries.

MULTIPLE WAYS TO TAP INTO CITY INFORMATION

We understand that information about our services, programs, events, and projects is important to the community. We recognize the importance of keeping residents and businesses informed when decisions need to be made that affect the community. City departments strive to be a trusted source of city information by providing timely and accurate information consistently using various communications tools. Please visit our **Communications and Outreach webpage** to learn how to tap in to additional city information tools including social media, e-newsletters, email alerts and more. If you have a question, complaint, or complement, please submit it through our **Monroe Listens** customer service tool.

WHAT TO DO IF YOU LOST OR FOUND A PET

If you believe your pet is lost, we encourage you to first search your neighborhood and talk with your neighbors. Then check local social media sites like Facebook and Nextdoor. You can also contact our Police Department to see if they have it. If you find a pet, check the collar for owner information and the same local social sites. Contact the Police Department for a microchip scan that will help identify the owner. In Monroe, pet licenses aren't required for most household pets, although we do ask that you keep microchip and collar information up to date. This helps in reuniting the lost or found pet with its owner. If you need help from the Police Department, call 360-794-6300 (Mon.-Fri., 8 a.m. to 5 p.m.) or after hours at 425-407-3999 (non-emergency).

UPCOMING CITY COUNCIL MEETING SCHEDULE

Please be advised that City Council will be in recess for the month of August 2025. If a special meeting is required, it will be noticed in accordance with state law. The next regular City Council Meeting is currently scheduled for Tuesday, September 9, 2025 at 7:00 p.m. To view the meeting agenda, click the button below. City Council meetings are re-broadcasted on the **City's YouTube Channel (@MonroeWA) .** To learn how to provide public comment to the Mayor and City Council, click **here**.

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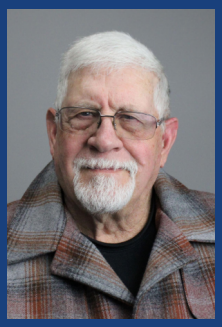

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City of MONROE WASHINGTON

MONROE THIS WEEK

August 29, 2025

Monday, September 1, 2025 we observe Labor Day in the City of Monroe. First established as a federal holiday in 1894, Labor Day serves as a time to recognize the dedication of the American worker and the labor movement that continues to strengthen our communities. This Labor Day, I encourage all of us to reflect on the contributions of workers whose efforts sustain our families, our city, and our country. Please join me in giving thanks for the labor that forms the foundation for our communities and our nation.

Please note, that City administrative offices will be closed Monday, September 1, 2025 in recognition of Labor Day.

This week's edition of Monroe This Week features:

- Thank you for for the Fair Days Parade
- Monroe's Transportation Benefit District
- RBO Color Walk/Run
- WA Emergency Preparedness Guide

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

THANK YOU FOR A WONDERFUL FAIR DAYS PARADE

What an incredible day in Monroe! Thank you to everyone who came out to celebrate this year's Fair Days Parade. From the vibrant floats and lively performances to the cheers along Main Street, it was a true reflection of our community spirit.

The Fair Days Parade has been a part of Monroe's history since 1937, eventually evolving into an event that both highlights Monroe's character and celebrates the beginning of the Evergreen State Fair. Each year, this celebration connects us to our past while showcasing the energy and creativity of our community today.

Thank you to everyone who organized or participated in the festivities and for your patience with the temporary road closures that helped make the parade safe and enjoyable for all. I am grateful to get to share this tradition with you all.

FRESH STREET IMPROVEMENTS ACROSS MONROE

You may have noticed new lane striping and paint on Monroe's streets this summer—part of the City's Annual Road Maintenance

Program, funded by the **Transportation Benefit District (TBD)**.

The Monroe TBD was created by the City Council in 2012 to support vital transportation upgrades across our community. These investments include roadway paving, new sidewalk construction, and curb ramp upgrades to meet ADA accessibility standards.

Since 2016, the TBD has helped fund the paving of more than 2.5 million square feet of roadway—that's enough asphalt to cover 44 football fields!

To learn more about how Monroe's TBD is keeping our streets safe and well-maintained, visit **our website**.

JOIN THE FUN AT THE RBO COLOR RUN/WALK

There's still time to register for the RBO Color Walk/Run on Sunday, September 7, at 9:00 a.m. at Sky River Park (413 Sky River Pkwy, Monroe). Hosted by Sultan-Monroe Lodge #160, this fun and colorful event supports the future education of students in Monroe and Sultan.

The course is a 6k (3.73-mile) loop beginning at Sky River Park. Participants will head along the Skykomish River, wind through the trails of Al Borlin Park, pass through historic downtown Monroe, and return to Sky River Park for music, dancing, and, of course, more color!

Registration is open through Saturday, September 6, at 9:00 a.m. Participants who register by August 31 will receive a guaranteed t-shirt, along with glasses and a color packet.

Don't miss out on this bright and energetic community event! More info and registration details can be found **here**.

BE PREPARED: WASHINGTON EMERGENCY PREPAREDNESS GUIDE

Emergencies can happen at any time—from severe storms and wildfires to earthquakes and power outages. Being prepared helps keep you, your family, and your neighbors safe.

The Washington **Emergency Preparedness Guide** is a free resource created by the Washington Military **Emergency Management Division** to help Washingtonians get ready before disaster strikes. The guide includes:

- Practical steps for creating an emergency plan
- Supply lists for at-home and “go-bag” kits
- Tips for staying connected with loved ones during an emergency
- Guidance for preparing children, pets, and individuals with special needs

You can view and download the guide **online here**. I encourage you to take a few minutes to review the guide with your household and make a plan.

UPCOMING CITY COUNCIL MEETING SCHEDULE

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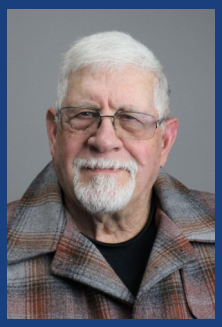

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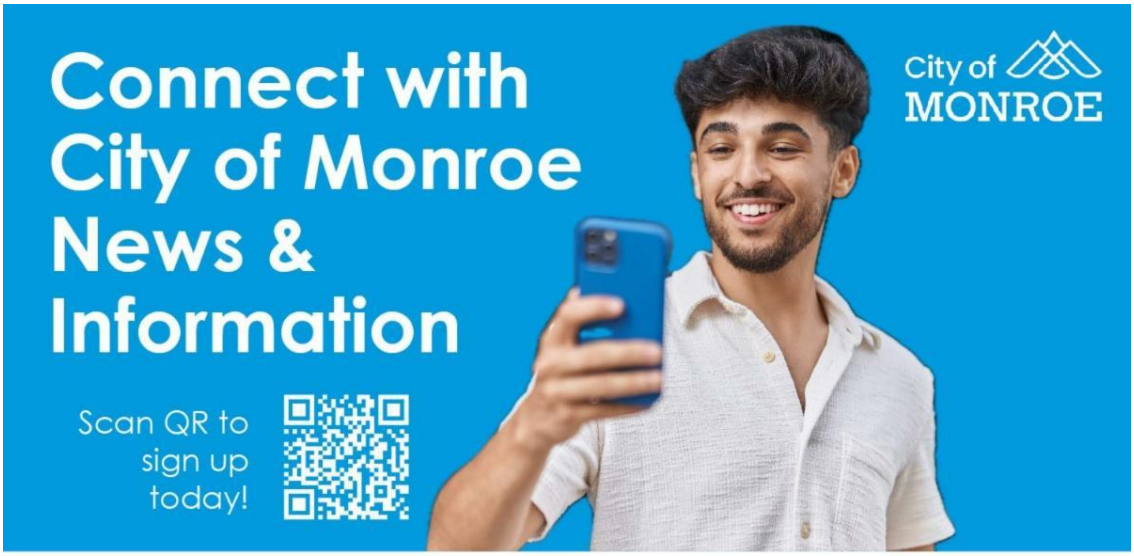

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City of MONROE WASHINGTON

MONROE THIS WEEK

September 5, 2025

This month, I issued a proclamation recognizing September 2025 as **Childhood Cancer Awareness Month**. Cancer remains the leading cause of death by disease among children in the United States, with nearly 15,000 children under the age of 19 diagnosed each year. Childhood cancer affects every community, and it is critical to continue raising awareness, supporting research, and working toward better outcomes for children and families.

In another proclamation, I recognize September 2025 as **Hydrocephalus Awareness Month**. Hydrocephalus is a neurological condition that occurs when excess cerebrospinal fluid builds up in the brain's ventricles, creating dangerous pressure that can be fatal if untreated. It is one of the most common reasons for brain surgery in children, and though it affects people of all ages, there is currently no cure. Awareness is essential to ensuring that those living with hydrocephalus, and their families, have the care, resources, and support they need.

Please join me this month in learning more about and supporting community members living with the effects of childhood cancer and hydrocephalus. Both proclamations can be read in full **online**.

This week's edition of Monroe This Week features:

- *Lodging Tax Tourism Grant Applications*
- *Wrapping up Summer Events*
- *Lake Tye Beach Closed Sunday for Event*
- *September Business Newsletter*

*Please reach out to me with what may be on your mind about and for Monroe. I can be contacted at **GThomas@MonroeWA.gov**.*

Yours in Service,

Mayor Geoffrey Thomas

APPLY NOW: 2026 LODGING TAX GRANTS!

Do you have an event or project idea that will bring visitors to Monroe? Lodging Tax Grants help support special events, marketing, and tourism-related programs that showcase what makes our community special. These funds are a great way to boost local events and highlight Monroe as a destination for all. If you have an event or project in mind, consider applying today!

Deadline: Applications are due by Thursday, October 9, 2025 at 5:00 p.m.

How to Apply: Application packets (**fillable** and **manual** forms) are available on the City's **Lodging Tax Grant webpage**.

For more details, visit the program webpage or contact the City's**LTAC staff liaison**.

LAST BIG EVENT WEEKEND!

Don't miss all the events happening in Monroe this weekend. There's something for everyone. On Saturday, Sept. 6, **Belonging** returns to Sky River Park beginning at 12 p.m. with a schedule packed of exhilarating speakers and performers. New this year, Children Entrepreneurs Market will be joining the event. Also on Saturday is the annual **Swifts Night Out** with the Pilchuck Audubon Society, starting at 4:30 p.m. and going until sunset at Frank Wagner Elementary. Bring your family, friends, neighbors, and lawn chairs to enjoy an evening in celebration of the **official bird** of the City of Monroe! Food trucks will be available on site.

Then on Sunday, Sept. 7, the annual **Rainbow Color run/walk** returns to Sky River Park. The run/walk begins at 9 a.m. from the park and the path will take participants through numerous city streets. Also on Sunday, **R/C Unlimited Apple Cup — Radio Controlled Model Boat Racing** returns to Lake Tye. See the article below for more information on this event.

LAKE TYE BEACH AND LAKE CLOSED SUNDAY, SEPT. 7, FOR R/C UNLIMITED APPLE CUP

Did you read about the annual **R/C Unlimited Apple Cup** in our recent **MONROE Magazine**? This Radio Controlled Model Boat Race held at Lake Tye returns on September 7. The course is set up just off the shore from the boat launch. Spectators are welcome. Come watch the unique sport of model boat racing. It is the largest R/C Model Hydroplane club in the United States and quite possibly the oldest.

Please note: *For safety reasons, the beach, swim area and lake will be closed to recreation from 8 a.m. to 6 p.m.*

SEPTEMBER BUSINESS NEWSLETTER NOW AVAILABLE

Looking to sharpen your skills or expand your reach? This month's Monroe Business Newsletter rounds up educational workshops, upcoming events,

advertising opportunities, and practical resources for your business. Explore the full issue here: **https://conta.cc/3UYvskg**

Learn:
From sales tax collection and reporting to small-business fundamentals and exporting strategies, you'll find workshops designed to help you start smart and scale with confidence.

Attend:
Join the **Small Business Resource Fair** on **Friday, September 20, 9:00 a.m.–2:30 p.m. at Pierce College** - a one-stop chance to meet advisors, discover financing and technical assistance, and connect with peers.

Promote:
Getting the word out? Reserve space in the **Sky & Sno Adventure Guide** to reach residents and visitors exploring our region. **Ad deadline: September 12.**

Use These Tools:
Dive into the Small Business Guide, current grant opportunities, EvergreenBizLink, and more curated resources that make it easier to launch, operate, and grow in Monroe.

Questions or need additional assistance? Contact Patrick Doherty, Economic Development Coordinator at the City of Monroe.

UPCOMING CITY COUNCIL MEETING SCHEDULE

The next regular City Council Meeting is currently scheduled for Tuesday, September 9, 2025 at 7:00 p.m. The meeting will be located in the Council Chambers at the new City Hall at 806 W Main Street. To view the meeting agenda, click the button below. City Council meetings are re-broadcasted on the **City's YouTube Channel (@MonroeWA).** To learn how to provide public comment to the Mayor and City Council, click **here**.

** Please note that this meeting will be one of the first regular meetings in the City's new City Hall and Council Chambers, and that the audio/video capabilities of the new facility may not be fully operational. For this reason, the City cannot guarantee that streaming and/or remote participation for the meeting will be available. Persons wishing to attend and/or otherwise observe the meeting in its entirety are encouraged to attend in person. We apologize*

for any inconvenience.

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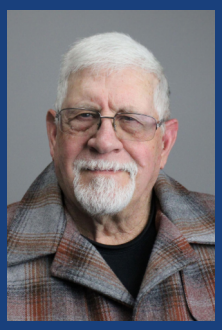

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