

CITY COUNCIL AGENDA

15728 Main Street, Mill Creek, WA 98012 (425) 745-1891



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem
Mark Bond • Mike Todd • Vince Cavaleri • Jared Mead • John Steckler

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the Acting City Clerk at (425) 921-5725 three days prior to the meeting.

The City Council may consider and act on any matter called to its attention at such meetings, whether or not specified on the agenda for said meeting. Participation by members of the audience will be allowed as set forth on the meeting agenda or as determined by the Mayor or the City Council.

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2018-833

Next Resolution No. 2018-574

**September 4, 2018
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

- A. Public comment on items on or not on the agenda

PRESENTATIONS

- B. Proclamation: Kiwanis Children's Cancer Awareness Month
(*Pam Pruitt, Mayor*)

OLD BUSINESS

- C. Exploration Park Bid Scope
(*Gina Hortillosa, Director of Public Works & Development Services*)
- D. Exploration Park - Interlocal Agreement with Snohomish County

NEW BUSINESS

- E. Interlocal Agreement with Everett Public Schools for the Purpose of Sharing Costs Associated with the MCPD School Resource Officer Program
(Greg Elwin, Chief of Police)
- F. Agreement for Professional Legal Services
(Bob Stowe, Interim City Manager)

CONSENT AGENDA

- G. Ordinance amending MCMC 4.06.070, Qualifications of Applicants, for the Purpose of Including Lawful Permanent Residents in Conformance with RCW 41.12.070, Qualifications of Applicants for Law Enforcement Agencies, and Establishing an Effective Date
- H. City Council Meeting Minutes of June 5, 2018
- I. Special City Council Meeting Minutes of June 8, 2018
- J. City Council Meeting Minutes of June 12, 2018
- K. Special City Council Meeting Minutes of June 13, 2018
- L. Special City Council Meeting Minutes of June 19, 2018
- M. City Council Meeting Minutes of July 3, 2018
- N. City Council Meeting Minutes of July 10, 2018

REPORTS

- O. Mayor/Council
- P. City Manager
 - Council Planning Schedule
- Q. Staff
 - Neighborhood Focus Group Notes from April 26, 2018
 - Neighborhood Focus Group Agenda for September 13, 2018
 - Senior Center Focus Group Minutes of May 15, 2018
 - Senior Center Focus Group Minutes of August 14, 2018
 - Senior Center Focus Group Agenda for September 13, 2018
 - Design Review Board Meeting Minutes of July 19, 2018

AUDIENCE COMMUNICATION

- R. Public comment on items on or not on the agenda

ADJOURNMENT

Proclamation

WHEREAS, Kiwanis International was founded on January 2, 1915; and

WHEREAS, since its inception, Kiwanis International has grown in over 90 countries worldwide; and

WHEREAS, the men and women of the Pacific Northwest District of Kiwanis International have exhibited a deep sense of pride in community by serving the needs of family and children worldwide; and

WHEREAS, the Pacific Northwest District of Kiwanis International has, effective October 1, 2010, initiated the multi-year districtwide service project, Kiwanis Children's Cancer Program; and

WHEREAS, the Kiwanis Children Cancer Program Mill Creek Kiwanis will raise funds for the Seattle Children's Hospital Hematology/Oncology Fellowships, allowing physicians to seek cures for currently untreatable forms of cancer; and

WHEREAS, the local Kiwanis Clubs in Snohomish County are the epitome of their defining statement "Kiwanis is a Global Organization of Volunteers Dedicated to Changing the World One Child, One Community at a Time."

NOW, THEREFORE, I, Pam Pruitt, the Mayor of the City of Mill Creek, on behalf of the City Council do hereby proclaim September 2018 as Kiwanis Children's Cancer Awareness Month throughout the City of Mill Creek and encourage members of our community to celebrate the many contributions made by the members of Kiwanis Clubs in Snohomish County.



Signed this 4th day of September, 2018

Pam Pruitt, Mayor

Attest _____
Gina Pfister, Acting City Clerk

Robert S. Stowe, Interim City Manager

Agenda Item # C

Meeting Date: September 4, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: EXPLORATION PARK PROJECT AMENDMENT NO. 4 TO
CONTRACT 2017-1319 TO BREAKDOWN ORIGINAL SCOPE****PROPOSED MOTION:**

The City Council is asked to authorize the City Manager to execute Addendum No. 4 to Contract 2017-1319 for professional services with MIG/SVR in an amendment amount not to exceed \$20,900 and increase the Exploration Park Project Budget in the upcoming 2019-2024 Capital Improvement Plan (CIP).

KEY FACTS AND INFORMATION SUMMARY:

In 2006, in conjunction with the development of the North Pointe subdivision, the developer dedicated a one-acre parcel to the City for neighborhood park land in lieu of park mitigation fees. In 2016, the City's Parks and Recreation Board worked with staff and several members of the Design Review Board to develop design concepts. The Parks and Recreation Board recommended the Natural Play Park design concept to the Council at their regular meeting on September 27, 2016, and the Council adopted the master plan.

From 2016 through 2018, the City contracted with consultants for geotechnical studies to prepare the design and construction documents, and to advertise the project for bid. On April 30, 2018, the City received two bids: one for \$1,306,228 and one for \$1,752,216. The Engineer's Estimate was \$1,078,983 (Attachment B). At their July 24th meeting, Council rejected all bids and asked that staff identify ways to breakdown the project so that it includes a base bid and additive alternates.

Table 1. Exploration Park Project breakdown options:

Bid	Items included	Estimated cost
Base Bid (Basic Field Upgrades)	Grading, drainage, irrigation, plating, picnic tables, internal pathways and perimeter ADA compliance	\$655,000
Alternate A (Hillside Play)	Hillside plantings, nature play and circulation features	\$370,000
Alternate B (Playground area)	Playground structure, play area surfacing	\$255,000
Alternate C (Play Furnishings)	Additional play furnishings	\$50,000
Estimate Total Cost		\$1,330,000

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Additionally, the design team has identified other potential cost savings options:

- Bid the project based on “lump sum categories” as opposed to individual bid items
- Identify multiple play structure manufactures while preserving the nature theme
- Reduce some planting
- Advertise in November (bid opening in December)

Staff will be evaluating each of the potential bid alternatives as part of the proposed CIP to be presented to Council on October 9, 2018. The proposed professional services fee of \$20,900 is needed regardless of the bid alternatives selected by Council due to the fact that MIG/SVR exhausted their contract budget in April 2018.

The current construction budget per the adopted 2017-2026 CIP is \$500,000 (Attachment C). This budget does not include a contribution of \$100,000 from Snohomish County for purposes of including a new playground structure in the project (includes in Alternate B above). Thus, the total project construction budget is \$600,000.

Table 2. MIG/SVR Design Budget

Item	Amount	Date
Original Contract	\$60,526	2/2/17
Addendum 1	\$4,000	8/3/17
Addendum 2 (time extension)	\$0	10/18/17
Addendum 3	\$22,000	3/20/18
Addendum 4	\$20,900	9/4/18
Total	\$107,426	

CITY MANAGER RECOMMENDATION:

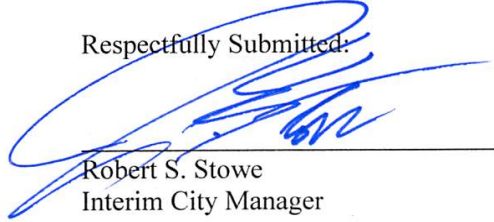
In order to complete the project design documents and advertise in November, the City Manager recommends the City Council authorize the City Manager to execute Addendum 4 to Contract 2017-1319 for professional services with MIG/SVR in an amendment amount not to exceed \$20,900 and increase the Exploration Park Project Budget in the upcoming 2019-2024 Capital Improvement Plan (CIP).

ATTACHMENTS:

- Attachment A: MIG/SVR Amendment No. 4 Scope and Fee
- Attachment B: Exploration Park Construction Bid Tabulation
- Attachment C: 2017-2026 CIP project sheet

City Council Agenda Summary
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Respectfully Submitted:



Robert S. Stowe
Interim City Manager

**SCOPE AMENDMENT REQUEST #03**

Date	8/17/2018
To	Gina Hortillosa, PE – Public Works Director

PROJECT INFORMATION

Project Name: North Pointe Park (e.g. Exploration Park)
Final Design

MIG|SvR Project Number: 15097

Client: City of Mill Creek

Owner: City of Mill Creek

SCOPE OF WORK**Change in Scope Description:****Task 1: Project Management**

No change in scope, project management time included in fee per below for project extension beyond original schedule.

Amendment to Task 5: 100% Construction Documents/Bid Set

Add Subtask 5.4 – Bid Package Update for Re-Bid. Scope of subtask to include:

- Mark up bid set drawings for breaking apart project into 3-4 key bid groupings:
 - Base bid (Drainage, grading, base plantings)
 - Hillside Play (including hillside plantings, nature play & circulation features)
 - Playground Area (including play area surfacing & play furnishings)
 - Optional alternate play furnishings
- Revise Proposal and Special Provisions to reflect bid package groupings per above.
- Revise bid package for lump sum bid approach (e.g. general note to override all measurement/payment sections).

Subtask 5.4 Deliverables:

- Plan set indicating bid groupings. Format: PDF
- Final bid package. Format: PDF.
- Drawings for future phase completion (could be Hillside Play and/or Playground Area).

Assumptions:

- No revisions to Bid Package other than those necessary to break existing design into separate lump sum bid items (base bid plus additives) as outlined above.
- No change to previously-bid design. Select groups of plantings may be removed from bid to improve pricing.

Civil Engineering
Landscape Architecture
Environmental
Restoration
Planning

615 Second Avenue
Suite 280
Seattle, WA 98104

Phone: 206.223.0326
Fax: 206.223.0125
svr@svrdesign.com

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Scope Amendment Request #03

City of Mill Creek – North Pointe Park (e.g. Exploration Park) Final Design

8/17/2018

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- One (1) set of revisions based on City review & comments on preliminary edits.
- Duration of effort under Subtasks 5.4 to be approximately 6 weeks, including City review time.
- This amendment is based on project advertised for bid in Q4 of 2018 (if pushes into 2019, we will need additional review/revision of specifications/costs).

Add Subtask 5.5 – Bid Support for Re-Bid. Scope of subtask to include:

- Respond to Bidder questions.
- Issue Addendum/Clarification as necessary.
- Respond to City Questions based on Bids

Subtask 5.5 Deliverables:

- Response to bidder questions (one set). Addendum update as necessary (one update to drawing sheets, and/or special provisions). Format: Email, PDF.

Fee Estimate:**\$17,900** (Time & materials, not to exceed) added to Task 5 for Subtask 5.4.**\$ 3,000** (Time & materials, not to exceed) added to Task 5 for Subtask 5.5.

Total additional fee to be added to contract per this Amendment = \$20,900



In order to expedite the work itemized above, please sign and return this Amendment Request. Your signature approves our request for additional fees.

Signed:	Date:
Printed Name: Peg Staeheli, PLA	Title: Principal, MIG SvR

APPROVED:

Signed:	Date:
Printed Name:	Title:

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Fee Estimate Backup for									
North Pointe Exploration Park - Additional Services, Scope Amendment Request 03									
August 17, 2018									
		Peg Staeheli	Dave Rodgers	Steve Burke	Kim Houkal	Justin Martin	Jennifer Anderson	Ken Pfaff	
Scope of Work	Total	Principal	Principal II	Senior Engr VI	Sr Proj. Asst.	LA IV	CAD Technician	Project Assistant	
1 Project Management		\$ 300.00	\$ 250.00	\$ 210.00	\$ 135.00	\$ 130.00	\$ 110.00	\$ 95.00	
Preliminary Coordination with Owner	6.5	1.0	0.5		1.0	4.0			
Total Hours - Construction Documents Phase	6.5	1.0	0.5	-	1.0	4.0	-	-	
Total Fee - 1 Project Management	\$ 1,080.00	\$ 300.00	\$ 125.00	\$ -	\$ 135.00	\$ 520.00	\$ -	\$ -	
5.4 Bid Package Update for Re-Bid									
Coordination with Owner		1.5		2.0		4.0			
Meetings (incl. travel & prep)		3.0		3.0		8.0			
Redline Drawings for Bid Separation		2.0	1.0	4.0		8.0			
Draft drawings revisions				1.0		3.0	6.0		
Draft revisions to bid package (specs & forms)		1.0	1.0	3.0		8.0			
Review City comments, draft responses		1.0				2.0			
Final revision to bid package (comments, bid dates, etc)		1.0		6.0		16.0	3.0	5.0	
Estimate of probable cost - update		0.5				6.0			
QA/QC		1.0		2.0					
Total Hours - Bid Package Update Phase	103.0	11.0	2.0	21.0	-	55.0	9.0	5.0	
Total Fee - 5.4 Bid Package Update for Re-Bid	\$ 16,825.00	\$ 3,300.00	\$ 500.00	\$ 4,410.00	\$ -	\$ 7,150.00	\$ 990.00	\$ 475.00	
5.5 Bid Support for Re-Bid									
Bidder & City Questions, Addenda/Clarifications		2.0		2.0		10.0	4.0	2.5	
Total Hours - Bid Phase	20.5	2.0	-	2.0	-	10.0	4.0	2.5	
Total Fee - 5.5 Bid Support for Re-Bid	\$ 2,997.50	\$ 600.00	\$ -	\$ 420.00	\$ -	\$ 1,300.00	\$ 440.00	\$ 237.50	
Summary of Basic Design Fees by Phase (Rounded)									
5.4 Bid Package Update for Re-Bid	\$ 17,900.00	(Note, Task 5.4 in Amendment Request includes Project Management effort)							
5.5 Bid Support for Re-Bid	\$ 3,000.00								
Total Basic Services	\$ 20,900.00								
Assumptions									
1. See Scope Amendment Request for Assumptions.									
2. See Scope Amendment Request for Deliverables.									
Checked by: MRS, DR									



Exploration Park Construction City of Mill Creek

Bid Tabulation

Bid Opening: 3:00 pm, Monday, April 30, 2018

SPEC SECTION	ITEM	UNIT	QUANTITY	Engineer's Estimate		A-1 Landscaping & Construction		LW Sundstrom, Inc	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1-04	UNEXPECTED SITE CHANGES	1	CALC	\$25,000.00	\$25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
1-05	RECORD DRAWINGS	1	ALLOW	\$5,000.00	\$5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
1-05	ROADWAY SURVEYING	1	LS	\$18,000.00	\$18,000.00	5,100.00	5,100.00	20,000.00	20,000.00
1-05	ADA FEATURES SURVEYING	1	LS	\$1,500.00	\$1,500.00	8,780.00	8,780.00	5,000.00	5,000.00
1-09	MOBILIZATION (8%)	1	LS	\$68,790.00	\$68,790.00	245,800.00	245,800.00	103,265.00	103,265.00
1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$8,000.00	\$8,000.00	65,400.00	65,400.00	25,000.00	25,000.00
2-01	CLEARING AND GRUBBING	1	LS	\$26,000.00	\$26,000.00	26,000.00	26,000.00	26,000.00	26,000.00
2-02	SALVAGE EXISTING SITE ELEMENTS	1	LS	\$1,600.00	\$1,600.00	2,000.00	2,000.00	34,000.00	34,000.00
2-03	COMMON BORROW INCLUDING HAUL	10	CY	\$69.00	\$690.00	80.00	800.00	30.00	300.00
2-03	EXCAVATION INCL. HAUL	900	CY	\$42.50	\$38,250.00	70.00	63,000.00	35.00	31,500.00
2-05	TREE AND VEGETATION PROTECTION	1	LS	\$9,500.00	\$9,500.00	4,000.00	4,000.00	25,000.00	25,000.00
7-04	UNDERDRAIN, 4"	725	LF	\$20.00	\$14,500.00	14.00	10,150.00	19.00	13,775.00
7-04	UNDERDRAIN, 2"	1950	LF	\$18.00	\$35,100.00	6.00	11,700.00	8.50	16,575.00
7-04	SOLID WALL PVC STORM SEWER PIPE, 6 IN. DIAM	157	LF	\$41.00	\$6,437.00	25.00	3,925.00	24.00	3,768.00
7-04	DUCTILE IRON STORM SEWER PIPE, 6 IN. DIAM.	105	LF	\$75.00	\$7,875.00	35.00	3,675.00	65.00	6,825.00
7-05	CATCH BASIN TYPE 1 W/BEEHIVE GRATE	1	EA	\$2,200.00	\$2,200.00	3,500.00	3,500.00	4,300.00	4,300.00
7-05	CATCH BASIN TYPE 1	1	EA	\$1,800.00	\$1,800.00	3,500.00	3,500.00	3,750.00	3,750.00
7-05	CATCH BASIN TYPE 2 48 IN DIAM	2	EA	\$3,300.00	\$6,600.00	4,500.00	9,000.00	1,675.00	3,350.00
7-05	CONNECTION TO DRAINAGE STRUCTURE	2	EA	\$1,200.00	\$2,400.00	1,500.00	3,000.00	1,870.00	3,740.00
7-05	SHORING OR EXTRA EXCAVATION CLASS B	715	SF	\$2.00	\$1,430.00	4.00	2,860.00	20.00	14,300.00
7-05	STRUCTURE EXCAVATION, CLASS B INCL HAUL	37	CY	\$45.00	\$1,665.00	70.00	2,590.00	30.00	1,110.00
8-01	EROSION / WATER POLLUTION CONTROL	1	LS	\$22,000.00	\$22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
8-02	PLANT SELECTION - TREE, 2.5" CALIPER	10	EA	\$425.00	\$4,250.00	780.00	7,800.00	650.00	6,500.00
8-02	PLANT SELECTION - TREE, 1.5" CALIPER	13	EA	\$400.00	\$5,200.00	450.00	5,850.00	400.00	5,200.00
8-02	PLANT SELECTION - TREE, EVERGREEN, 8'-10' HEIGHT	4	EA	\$350.00	\$1,400.00	680.00	2,720.00	475.00	1,900.00
8-02	PLANT SELECTION - TREE, DECIDUOUS, 6'-8' HT	7	EA	\$530.00	\$3,710.00	580.00	4,060.00	350.00	2,450.00
8-02	PLANT SELECTION - 5 GAL. CONTAINER	59	EA	\$85.00	\$5,015.00	45.00	2,655.00	200.00	11,800.00
8-02	PLANT SELECTION - 3 GAL. CONTAINER	124	EA	\$69.00	\$8,556.00	35.00	4,340.00	75.00	9,300.00
8-02	PLANT SELECTION - 1 GAL. CONTAINER	1894	EA	\$25.50	\$48,297.00	22.00	41,668.00	17.50	33,145.00
8-02	PLANT SELECTION - 4" POT CONTAINER	156	EA	\$12.00	\$1,872.00	12.00	1,872.00	30.00	4,680.00
8-02	PLANT SELECTION - 10 CU. IN. PLUG	446	EA	\$4.25	\$1,895.50	10.00	4,460.00	15.00	6,690.00
8-02	ROOT BARRIER	272	LF	\$13.00	\$3,536.00	29.00	7,888.00	14.00	3,808.00
8-02	ARBORIST WOOD CHIP MULCH	165	CY	\$53.00	\$8,745.00	65.00	10,725.00	38.00	6,270.00
8-02	BIORETENTION SOIL MIX	20	CY	\$115.00	\$2,300.00	85.00	1,700.00	52.00	1,040.00
8-02	TOPSOIL TYPE A	280	CY	\$64.00	\$17,920.00	70.00	19,600.00	38.00	10,640.00
8-02	PLAYFIELD SOIL MIX	412	CY	\$69.00	\$28,428.00	75.00	30,900.00	56.00	23,972.00
8-02	FINE COMPOST	30	CY	\$69.00	\$2,070.00	70.00	2,100.00	70.00	2,100.00
8-02	COMPOST MULCH	2	CY	\$69.00	\$138.00	95.00	190.00	100.00	200.00
8-02	LAWN INSTALLATION (SEEDED)	2475	SY	\$5.30	\$13,117.50	4.00	9,900.00	1.25	3,093.75
8-02	LAWN MOWING	1	LS	\$4,200.00	\$4,200.00	21,450.00	21,450.00	8,980.00	8,980.00
8-02	PLANT ESTABLISHMENT - FIRST YEAR	1	LS	\$20,000.00	\$20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
8-02	STEEL EDGING	50	LF	\$10.50	\$525.00	15.00	750.00	145.00	7,250.00
8-03	IRRIGATION SYSTEM	1	LS	\$55,000.00	\$55,000.00	30,000.00	30,000.00	100,000.00	100,000.00
8-05	BEAVER DEN CAVE	1	EA	\$7,700.00	\$7,700.00	18,000.00	18,000.00	10,000.00	10,000.00
8-05	ROCK SCRAMBLE OVER TUNNEL	1	EA	\$23,000.00	\$23,000.00	38,000.00	38,000.00	30,000.00	30,000.00
8-05	ROCK SCRAMBLE AT EMBANKMENT SLIDE	1	EA	\$12,000.00	\$12,000.00	22,000.00	22,000.00	15,000.00	15,000.00
8-05	PLAY AREA SHOTCRETE TUNNEL FACE	1	EA	\$9,000.00	\$9,000.00	23,000.00	23,000.00	20,000.00	20,000.00
8-05	LOG CROSSING DECK	3	EA	\$3,000.00	\$9,000.00	4,500.00	13,500.00	2,000.00	6,000.00
8-14	CEMENT CONC. SIDEWALK INCLUDING AGGREGAT	894	SY	\$85.00	\$75,990.00	68.00	60,792.00	95.00	84,930.00
8-14	FLUSH CONCRETE CURB	275	LF	\$29.00	\$7,975.00	45.00	12,375.00	75.00	20,625.00
8-14	PLAY AREA ADA RAMP WITH CONCRETE SURFACIN	2	EA	\$1,150.00	\$2,300.00	5,500.00	11,000.00	1,500.00	3,000.00
8-14	CEMENT CONC. CURB RAMP, TYPE PERPENDICUL	3	EA	\$4,000.00	\$12,000.00	3,500.00	10,500.00	1,500.00	4,500.00
8-19	LOW POST AND RAIL FENCING	400	LF	\$37.00	\$14,800.00	45.00	18,000.00	30.00	12,000.00
8-19	LOG CROSSING RAILING	3	EA	\$3,000.00	\$9,000.00	10,000.00	30,000.00	2,450.00	7,350.00
8-20	CONDUIT PIPE 2 IN. DIAM.	270	LF	\$10.00	\$2,700.00	30.00	8,100.00	28.50	7,695.00
8-26	BOULDER, 1-MAN	15	EA	\$235.00	\$3,525.00	100.00	1,500.00	92.00	1,380.00
8-26	BOULDER, 2-MAN	55	EA	\$290.00	\$15,950.00	250.00	13,750.00	92.00	5,060.00
8-26	BOULDER, 3-MAN	55	EA	\$350.00	\$19,250.00	350.00	19,250.00	92.00	5,060.00
8-26	BOULDER, 4-MAN	13	EA	\$600.00	\$7,800.00	650.00	8,450.00	92.00	1,196.00
8-27	SEATING LOG	5	EA	\$1,500.00	\$7,500.00	3,500.00	17,500.00	2,200.00	11,000.00
8-27	AT-GRADE PLAY LOG	5	EA	\$585.00	\$2,925.00	3,500.00	17,500.00	1,950.00	9,750.00
8-27	ANGLED PLAY LOG	1	EA	\$2,500.00	\$2,500.00	4,000.00	4,000.00	1,950.00	1,950.00
8-27	VERTICAL SNAG	19	EA	\$550.00	\$10,450.00	1,500.00	28,500.00	2,200.00	41,800.00
8-27	KIDS TUNNEL	1	EA	\$3,500.00	\$3,500.00	30,000.00	30,000.00	3,500.00	3,500.00
8-28	EMBANKMENT SLIDE	1	EA	\$9,300.00	\$9,300.00	35,000.00	35,000.00	10,000.00	10,000.00
8-28	CLIMBING BOULDER	2	EA	\$18,500.00	\$37,000.00	45,800.00	91,600.00	15,000.00	30,000.00
8-28	BASKET SWING	1	EA	\$7,200.00	\$7,200.00	12,540.00	12,540.00	10,000.00	10,000.00
8-28	CLIMBING PLAY FURNISHING	1	EA	\$72,000.00	\$72,000.00	145,687.00	145,687.00	90,000.00	90,000.00
8-29	ENGINEERED WOOD FIBER SAFETY SURFACING	6300	SF	\$2.65	\$16,695.00	5.00	31,500.00	3.50	22,050.00
8-29	POURED-IN-PLACE SAFETY SURFACING	370	SF	\$35.00	\$12,950.00	55.00	20,350.00	29.00	10,730.00
8-29	PEA GRAVEL SURFACING	230	SF	\$4.25	\$977.50	45.00	10,350.00	7.50	1,725.00
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8-30	PICNIC TABLE	3	EA	\$970.00	\$2,910.00	5,000.00	15,000.00	4,725.00	14,175.00
8-30	BIKE RACK	3	EA	\$410.00	\$1,230.00	5,000.00	15,000.00	625.00	1,875.00
8-30	WASTE RECEPTACLE	2	EA	\$450.00	\$900.00	2,000.00	4,000.00	1,650.00	3,300.00
8-30	CITY PARK IDENTIFICATION SIGN	1	EA	\$4,200.00	\$4,200.00	8,500.00	8,500.00	7,100.00	7,100.00
8-30	DONOR PLAQUE	1	EA	\$1,750.00	\$1,750.00	500.00	500.00	750.00	750.00
8-33	FOOTBRIDGE	1	EA	\$9,500.00	\$9,500.00	30,000.00	30,000.00	16,000.00	16,000.00
	Subtotal				\$977,339.50		1,587,152.00		1,183,177.75
	Tax 10.4%				\$ 0		\$101,643.31		123,050.49
	TOTAL						\$1,078,982.81		\$1,306,228.24

Project #	17-PARK-03		
Project Name	North Pointe Park Design & Construction Documents		
Type	Construction	Department	Parks
Useful Life	20 years	Contact	Public Works Director
Category	Parks	Priority	4 Expand Service Levels
Total Project Cost		\$542,000	

Description

In 2006, in conjunction with the development of the North Pointe plat, the developer dedicated a one acre parcel for neighborhood park land in lieu of park mitigation fees. The City chose to defer development of this park until the neighborhood was built out so the future residents would have an opportunity to participate in the park planning. In the meantime, the developer installed lawn and temporary irrigation. Construction cost is estimated only and based on Vineyards Park, which was a similar size. Once the design is completed and construction costs are defined, a revised action plan will be brought to the City Council for approval.

Justification

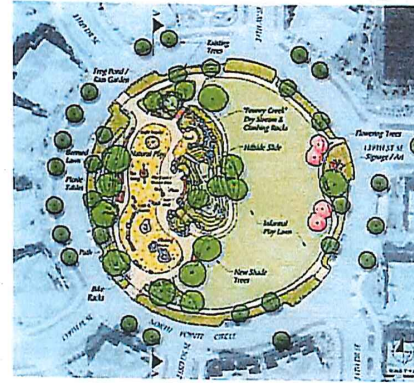
The North Pointe subdivision is now built out and in early 2016, the City's Parks and Recreation Board worked with staff and several members of the Design Review Board to develop design concepts that were reviewed by the public at the Mill Creek Festival and two public meetings held in the park. The Natural Play Park option was the overwhelming preference of the public. Therefore, the Parks and Recreation Board recommended the Natural Play Park design concept to Council at their regular meeting on September 27, 2016. The purpose of this CIP project is to design improvements and prepare construction drawings for North Pointe Park per the Council approved Master Plan. The Natural Play Park concept includes the major components of the traditional park concept, such as a playground area with play equipment and surrounding benches and small picnic tables, but the playground and play equipment element take a different approach with a focus on naturally occurring objects, shapes and topography. This design brings attention to the natural features of the Penny Creek drainage basin in which the park is located. The proposed park improvements will be funded from dedicated neighborhood park mitigation fees.

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Total	Professional Services	30,000										30,000
	Total	530,000										530,000

Prior	Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
12,000	Park Mitigation	530,000										530,000
Total	Total	530,000										530,000

Budget Impact/Other

There are no operating costs associated with the design and preparation of the construction plans for the park improvements.





Agenda Item # D

Meeting Date: September 4, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR EXPLORATION PARK PROJECT FUNDING

PROPOSED MOTION:

The City Council is asked to authorize the City Manager to execute an Interlocal Agreement with Snohomish County to receive up to \$100,000 for the purpose of helping the City of Mill Creek fund Exploration Park improvements including a new playground structure.

KEY FACTS AND INFORMATION SUMMARY:

In 2006, in conjunction with the development of the North Pointe subdivision, the developer dedicated a one-acre parcel to the City for neighborhood park land in lieu of park mitigation fees. From 2016 through 2018, the City contracted with consultants for geotechnical studies and development of plans and specifications of a Natural Play Park. The City advertised the project and subsequently opened bids on April 30, 2018. Two bids were received with the lowest bid at \$1,306,228 -the Engineer's Estimate was \$1,078,983 (Attachment A). At their July 24th meeting, Council rejected all bids and asked that staff identify ways to breakdown the project so that it includes a base bid and additive alternates.

Pending Council approval of Amendment No. 4 to Contract 2017-1319 with MIG/SVR, staff plans to advertise the project in November.

Per the currently adopted 2017-2026 Capital Improvement Plan, the Project's construction budget is \$500,000 (Attachment B). This budget does not include a contribution of \$100,000 from Snohomish County which is the subject of this agenda summary (Attachment C).

CITY MANAGER RECOMMENDATION:

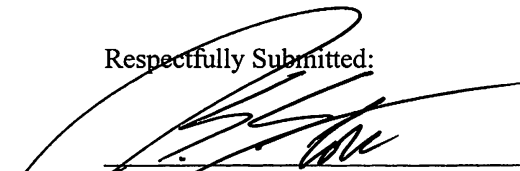
In order to increase Exploration Park construction funding, the City Manager recommends the City Council authorize the City Manager to execute an Interlocal Agreement with Snohomish County to receive up to \$100,000 for the purpose of helping the City of Mill Creek fund Exploration Park improvements including a new playground structure.

City Council Agenda Summary
Page 2

ATTACHMENTS:

- Attachment A: Exploration Park Construction Bid Tabulation
- Attachment B: 2017-2026 CIP project sheet
- Attachment C: Interlocal Agreement between Snohomish County and the City of Mill Creek for Exploration Park Project Funding

Respectfully Submitted:



Robert S. Stowe
Interim City Manager



Exploration Park Construction City of Mill Creek

Bid Tabulation

Bid Opening: 3:00 pm, Monday, April 30, 2018

SPEC SECTION	ITEM	UNIT	QUANTITY	Engineer's Estimate		A-1 Landscaping & Construction		LW Sundstrom, Inc	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1-04	UNEXPECTED SITE CHANGES	1	CALC	\$25,000.00	\$25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
1-05	RECORD DRAWINGS	1	ALLOW	\$5,000.00	\$5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
1-05	ROADWAY SURVEYING	1	LS	\$18,000.00	\$18,000.00	5,100.00	5,100.00	20,000.00	20,000.00
1-05	ADA FEATURES SURVEYING	1	LS	\$1,500.00	\$1,500.00	8,780.00	8,780.00	5,000.00	5,000.00
1-09	MOBILIZATION (8%)	1	LS	\$68,790.00	\$68,790.00	245,800.00	245,800.00	103,265.00	103,265.00
1-10	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	\$8,000.00	\$8,000.00	65,400.00	65,400.00	25,000.00	25,000.00
2-01	CLEARING AND GRUBBING	1	LS	\$26,000.00	\$26,000.00	26,000.00	26,000.00	26,000.00	26,000.00
2-02	SALVAGE EXISTING SITE ELEMENTS	1	LS	\$1,600.00	\$1,600.00	2,000.00	2,000.00	34,000.00	34,000.00
2-03	COMMON BORROW INCLUDING HAUL	10	CY	\$69.00	\$690.00	80.00	800.00	30.00	300.00
2-03	EXCAVATION INCL. HAUL	900	CY	\$42.50	\$38,250.00	70.00	63,000.00	35.00	31,500.00
2-05	TREE AND VEGETATION PROTECTION	1	LS	\$9,500.00	\$9,500.00	4,000.00	4,000.00	25,000.00	25,000.00
7-04	UNDERDRAIN, 4"	725	LF	\$20.00	\$14,500.00	14.00	10,150.00	19.00	13,775.00
7-04	UNDERDRAIN, 2"	1950	LF	\$18.00	\$35,100.00	6.00	11,700.00	8.50	16,575.00
7-04	SOLID WALL PVC STORM SEWER PIPE, 6 IN. DIAM	157	LF	\$41.00	\$6,437.00	25.00	3,925.00	24.00	3,768.00
7-04	DUCTILE IRON STORM SEWER PIPE, 6 IN. DIAM.	105	LF	\$75.00	\$7,875.00	35.00	3,675.00	65.00	6,825.00
7-05	CATCH BASIN TYPE 1 W/BEEHIVE GRATE	1	EA	\$2,200.00	\$2,200.00	3,500.00	3,500.00	4,300.00	4,300.00
7-05	CATCH BASIN TYPE 1	1	EA	\$1,800.00	\$1,800.00	3,500.00	3,500.00	3,750.00	3,750.00
7-05	CATCH BASIN TYPE 2 48 IN DIAM	2	EA	\$3,300.00	\$6,600.00	4,500.00	9,000.00	1,675.00	3,350.00
7-05	CONNECTION TO DRAINAGE STRUCTURE	2	EA	\$1,200.00	\$2,400.00	1,500.00	3,000.00	1,870.00	3,740.00
7-05	SHORING OR EXTRA EXCAVATION CLASS B	715	SF	\$2.00	\$1,430.00	4.00	2,860.00	20.00	14,300.00
7-05	STRUCTURE EXCAVATION, CLASS B INCL HAUL	37	CY	\$45.00	\$1,665.00	70.00	2,590.00	30.00	1,110.00
8-01	EROSION / WATER POLLUTION CONTROL	1	LS	\$22,000.00	\$22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
8-02	PLANT SELECTION - TREE, 2.5" CALIPER	10	EA	\$425.00	\$4,250.00	780.00	7,800.00	650.00	6,500.00
8-02	PLANT SELECTION - TREE, 1.5" CALIPER	13	EA	\$400.00	\$5,200.00	450.00	5,850.00	400.00	5,200.00
8-02	PLANT SELECTION - TREE, EVERGREEN, 8'-10" HEIGHT	4	EA	\$350.00	\$1,400.00	680.00	2,720.00	475.00	1,900.00
8-02	PLANT SELECTION - TREE, DECIDUOUS, 6'-8" HT	7	EA	\$530.00	\$3,710.00	580.00	4,060.00	350.00	2,450.00
8-02	PLANT SELECTION - 5 GAL. CONTAINER	59	EA	\$85.00	\$5,015.00	45.00	2,655.00	200.00	11,800.00
8-02	PLANT SELECTION - 3 GAL. CONTAINER	124	EA	\$69.00	\$8,556.00	35.00	4,340.00	75.00	9,300.00
8-02	PLANT SELECTION - 1 GAL. CONTAINER	1894	EA	\$25.50	\$48,297.00	22.00	41,668.00	17.50	33,145.00
8-02	PLANT SELECTION - 4" POT CONTAINER	156	EA	\$12.00	\$1,872.00	12.00	1,872.00	30.00	4,680.00
8-02	PLANT SELECTION - 10 CU. IN. PLUG	446	EA	\$4.25	\$1,895.50	10.00	4,460.00	15.00	6,690.00
8-02	ROOT BARRIER	272	LF	\$13.00	\$3,536.00	29.00	7,888.00	14.00	3,808.00
8-02	ARBORIST WOOD CHIP MULCH	165	CY	\$53.00	\$8,745.00	65.00	10,725.00	38.00	6,270.00
8-02	BIORETENTION SOIL MIX	20	CY	\$115.00	\$2,300.00	85.00	1,700.00	52.00	1,040.00
8-02	TOPSOIL TYPE A	280	CY	\$64.00	\$17,920.00	70.00	19,600.00	38.00	10,640.00
8-02	PLAYFIELD SOIL MIX	412	CY	\$69.00	\$28,428.00	75.00	30,900.00	56.00	23,072.00
8-02	FINE COMPOST	30	CY	\$69.00	\$2,070.00	70.00	2,100.00	70.00	2,100.00
8-02	COMPOST MULCH	2	CY	\$69.00	\$138.00	95.00	190.00	100.00	200.00
8-02	LAWN INSTALLATION (SEEDED)	2475	SY	\$5.30	\$13,117.50	4.00	9,900.00	1.25	3,093.75
8-02	LAWN MOWING	1	LS	\$4,200.00	\$4,200.00	21,450.00	21,450.00	8,980.00	8,980.00
8-02	PLANT ESTABLISHMENT - FIRST YEAR	1	LS	\$20,000.00	\$20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
8-02	STEEL EDGING	50	LF	\$10.50	\$525.00	15.00	750.00	145.00	7,250.00
8-03	IRRIGATION SYSTEM	1	LS	\$55,000.00	\$55,000.00	30,000.00	30,000.00	100,000.00	100,000.00
8-05	BEAVER DEN CAVE	1	EA	\$7,700.00	\$7,700.00	18,000.00	18,000.00	10,000.00	10,000.00
8-05	ROCK SCRAMBLE OVER TUNNEL	1	EA	\$23,000.00	\$23,000.00	38,000.00	38,000.00	30,000.00	30,000.00
8-05	ROCK SCRAMBLE AT EMBANKMENT SLIDE	1	EA	\$12,000.00	\$12,000.00	22,000.00	22,000.00	15,000.00	15,000.00
8-05	PLAY AREA SHOTCRETE TUNNEL FACE	1	EA	\$9,000.00	\$9,000.00	23,000.00	23,000.00	20,000.00	20,000.00
8-05	LOG CROSSING DECK	3	EA	\$3,000.00	\$9,000.00	4,500.00	13,500.00	2,000.00	6,000.00
8-14	CEMENT CONC. SIDEWALK INCLUDING AGGREGAT	894	SY	\$85.00	\$75,990.00	68.00	60,792.00	95.00	84,930.00
8-14	FLUSH CONCRETE CURB	275	LF	\$29.00	\$7,975.00	45.00	12,375.00	75.00	20,625.00
8-14	PLAY AREA ADA RAMP WITH CONCRETE SURFACIN	2	EA	\$1,150.00	\$2,300.00	5,500.00	11,000.00	1,500.00	3,000.00
8-14	CEMENT CONC. CURB RAMP, TYPE PERPENDICUL	3	EA	\$4,000.00	\$12,000.00	3,500.00	10,500.00	1,500.00	4,500.00
8-19	LOW POST AND RAIL FENCING	400	LF	\$37.00	\$14,800.00	45.00	18,000.00	30.00	12,000.00
8-19	LOG CROSSING RAILING	3	EA	\$3,000.00	\$9,000.00	10,000.00	30,000.00	2,450.00	7,350.00
8-20	CONDUIT PIPE 2 IN. DIAM.	270	LF	\$10.00	\$2,700.00	30.00	8,100.00	28.50	7,695.00
8-26	BOULDER, 1-MAN	15	EA	\$235.00	\$3,525.00	100.00	1,500.00	92.00	1,380.00
8-26	BOULDER, 2-MAN	55	EA	\$290.00	\$15,950.00	250.00	13,750.00	92.00	5,060.00
8-26	BOULDER, 3-MAN	55	EA	\$350.00	\$19,250.00	350.00	19,250.00	92.00	5,060.00
8-26	BOULDER, 4-MAN	13	EA	\$600.00	\$7,800.00	650.00	8,450.00	92.00	1,196.00
8-27	SEATING LOG	5	EA	\$1,500.00	\$7,500.00	3,500.00	17,500.00	2,200.00	11,000.00
8-27	AT-GRADE PLAY LOG	5	EA	\$585.00	\$2,925.00	3,500.00	17,500.00	1,950.00	9,750.00
8-27	ANGLED PLAY LOG	1	EA	\$2,500.00	\$2,500.00	4,000.00	4,000.00	1,950.00	1,950.00
8-27	VERTICAL SNAG	19	EA	\$550.00	\$10,450.00	1,500.00	28,500.00	2,200.00	41,800.00
8-27	KIDS TUNNEL	1	EA	\$3,500.00	\$3,500.00	30,000.00	30,000.00	3,500.00	3,500.00
8-28	EMBANKMENT SLIDE	1	EA	\$9,300.00	\$9,300.00	35,000.00	35,000.00	10,000.00	10,000.00
8-28	CLIMBING BOULDER	2	EA	\$18,500.00	\$37,000.00	45,800.00	91,600.00	15,000.00	30,000.00
8-28	BASKET SWING	1	EA	\$7,200.00	\$7,200.00	12,540.00	12,540.00	10,000.00	10,000.00
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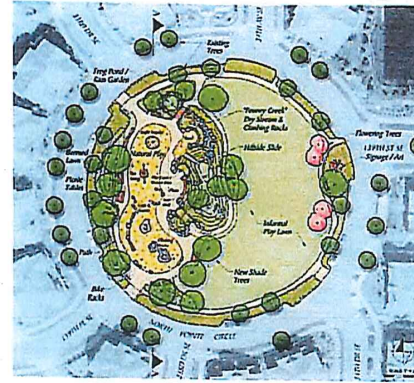
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Total	Professional Services	30,000										30,000
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Prior	Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
12,000	Park Mitigation	530,000										530,000
Total	Total	530,000										530,000

Budget Impact/Other

There are no operating costs associated with the design and preparation of the construction plans for the park improvements.



**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
CITY OF MILL CREEK FOR PARK PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR PARK PROJECT FUNDING (this “Agreement”), is made and entered into this ____ day of _____, 2018, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the CITY OF MILL CREEK, a Washington municipal corporation (the “City”), pursuant to Chapter 39.34 RCW.

RECITALS

A. The 2015 General Policy Plan, Parks and Recreation, Goal PR 1, includes a component to provide recreation services to Snohomish County’s residents in the most effective and efficient way possible; and

B. The County Executive and the County Council have determined that it is consistent with the General Policy Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. The County Council approved Ordinance 17-080, dated on November 14, 2017, which adopted the 2017-2022 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan; and

D. The Council adopted Priority Package Detail included funding for certain capital improvement projects, including funding to the City of Mill Creek, North Point Park new playground structure (the “Project”) in an amount up to One Hundred Thousand and no/100 Dollars (\$100,000.00) in REET 2 funds (the “Funds”) for the purpose of helping with the funding for the park improvements, Package ID # 696; since the Council approved Ordinance 17-080 the City of Mill Creek has renamed North Pointe Park to Exploration Park and will be referred as such (also “Park”) going forward; and

E. Pursuant to this Agreement and Chapter 39.34 RCW, the City wishes to accept the above-described Funds from the County; and

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the

County and the City as they relate to the County's provision of Funds to the City for improvements to the Mill Creek's Exploration Park located at 13901 North Pointe Circle, Mill Creek, WA 98012. The Project funding will contribute to the cost of a new playground at the Park. The design elements and location for the Project are attached hereto and incorporated herein as Schedule A.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 30, 2020, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each party's obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Bob Stowe
Interim City Manager
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012
(425) 921-5724 phone
bobs@cityofmillcreek.com

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be executed and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies sufficient to match any funding provided by the County to the City under

the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the “City’s Financial Commitment”).

4.3 Project Deadline. On or before December 30, 2020, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of the Park, whichever comes first, the City shall install at the Park a plaque in a form approved by the County that indicates that the County is a financial sponsor of the Project;

4.4.2 The City shall invite the County to all events promoting the Project or Park and recognize the County at all such events as a financial sponsor of the Project;

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and Park. The County makes no commitment to support the Project or Park beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Park except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Park available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 30, 2020, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Thousand and no/100 Dollars (\$100,000.00).

5.3 No Overpayments. In the event that the Project is completed for less than the combined total of the Funds and the City’s Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City’s Financial

Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

7. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Park and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which

arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 30, 2020, commits a Default as described in Section 11, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful or if a party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is

deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision
of the State of Washington

CITY:

City of Mill Creek, a Washington
municipal corporation

By _____

Name: Dave Somers

Title: Executive

By _____

Name: Bob Stowe

Title: Interim City Manager

Attest/Authenticate

By _____

Name: Peggy Lauerman

Title: City Clerk

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

Office of the City Attorney

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING

9 of 10

Attachment A

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING

10 of 10



Agenda Item # _____

Meeting Date: September 4, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **INTERLOCAL COOPERATIVE AGREEMENT WITH THE
EVERETT PUBLIC SCHOOLS FOR THE PURPOSE OF
SHARING COSTS ASSOCIATED WITH THE MCPD SCHOOL
RESOURCE OFFICER PROGRAM**

PROPOSED MOTION:

Motion to authorize the City Manager to execute the Interlocal Cooperative Agreement between the City of Mill Creek and Everett Public Schools Concerning the School Resource Officer Program.

KEY FACTS AND INFORMATION SUMMARY:

The City of Mill Creek and the Everett Public Schools (District) have partnered in cost-sharing for a School Resource Officer (SRO) program since 1996. During that time, there have been several Interlocal cooperative agreements between the two entities, the most recent expiring on June 30, 2018. RCW 39.34, the *Interlocal Cooperation Act*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage. The agreement commences September 1, 2018 and runs through June 30, 2019. The Agreement's short term is made with the intent of reviewing the program during the 2018-2019 school year to determine program needs.

The existence of an SRO program has become one of the core pieces of a community-focused police department such as the Mill Creek Police Department (MCPD). The City and the District believe that the safety of students and staff is of primary importance, and events around the country highlight how vital a well-run and well-supported SRO program is to the safety of our most precious asset; our children. The City of Mill Creek supports this community policing philosophy and is dedicated to devoting appropriate resources to the promotion of programs that are proactive and preventive in nature.

Dating back to 1996, the City and the District have participated in a SRO program that placed an MCPD police officer at Henry M. Jackson High School with additional duties at Heatherwood Middle School to help promote student, staff, and public safety in the schools. Moving forward, the District wishes to continue to provide funding for the City to support the SRO program at Jackson High School.

The cost of the SRO will be shared by the City and the District. The SRO support will be for 182 days (all school days in session (180) and the day before and the day after the school year). For the 2018-2019 school year, the District shall pay the City a total of eighty-three thousand, four hundred and thirty seven dollars (\$83,437). This successor agreement represents an approximately 7% increase over the previous school year. Equal payments shall be made monthly from September through June based on 1/10 of the total contract amount, billed to Everett Public Schools.

Upon execution of the Agreement, a regularly employed City police officer will be assigned to serve as an SRO at Jackson High School. This SRO will assist, as necessary and available, staff and students at Heatherwood Middle School as well as establish and maintain a liaison relationship with Mill Creek Elementary. The SRO's focus will be school safety and security issues of concern in our community, as well as proactive patrol of school grounds and surrounding communities. As a primary function of the SRO's daily duties, he or she will identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SRO will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.

The City recognizes that an opportunity for improvement exists at this juncture. As SRO programs nationwide have evolved, it is apparent that the MCPD SRO program is well-positioned to take the next step. Both the City and the District have experienced growth and evolution in the area of school safety and police-community partnerships, and as we prepare to take the next step, it is vital that we incorporate accountability and performance measures into our next version of this program. The City and the District agree to follow the goals and expectations outlined in the newly developed Mill Creek Police Department SRO handbook (attached for reference), which includes the best practices of the National Association of School Resource Officers (NASRO). This handbook has been created in consultation with the District as well as the Everett Police Department. It is the intent of the District to create programs in both cities that have common goals and expectations that will promote consistency district-wide while allowing each city to tailor their handbook to the needs specific to their respective schools. The SRO handbook will be updated, at a minimum, every three (3) years or in conjunction with the renewal of this Agreement.

The selection of the SRO will be made by the City in consultation with the District and it is intended that the SRO be at the designated schools on the days that school is in session. The Interlocal cooperative agreement provides additional specific details regarding staffing and attendance and this information is also included in the SRO handbook.

The SRO handbook also includes a regular reporting system that will include reports three (3) times per year detailing activities performed by the SRO at each school. These reports will be prepared by the Mill Creek Police Department and submitted to the District by December 31, March 31, and June 30. The District Superintendent, Chief of Police, SRO Police Supervisor, and other appropriate staff will meet to confer on the health and effectiveness of the program and to review the reports in August, January and April. Such reporting system may be modified by the mutual written agreement of the parties. Additionally, the City and the District agree to meet twice a year, at the end of each school semester, to discuss the program and its benefits and weaknesses in an effort to modify the program to provide the best possible service to the City and the District. These meetings will include the City Manager and the District Superintendent.

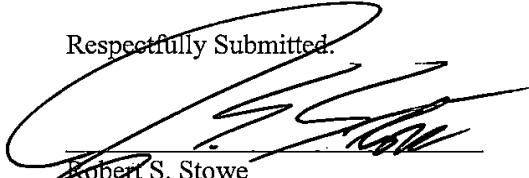
CITY MANAGER RECOMMENDATION:

Authorize the City Manager to execute the proposed Agreement with Everett Public School District.

ATTACHMENTS:

- Interlocal cooperative agreement between the City and the District
- School Resource Officer Expectations
- MCPD SRO Handbook

Respectfully Submitted.



Robert S. Stowe
Interim City Manager

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF MILL CREEK AND EVERETT PUBLIC SCHOOLS CONCERNING THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT made and entered into by and between the City of Mill Creek, hereinafter referred to as the “City”, and Everett Public Schools, hereinafter referred to as the “District”. This Agreement shall be effective from September 1, 2018 through August 31, 2019.

WHEREAS, the City and the District believe that the safety of students and staff is of primary importance; and

WHEREAS, the City supports the community policing philosophy and devotes resources to the promotion of programs that are proactive and preventive in nature; and

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the City and the District have participated in a School Resource Officer (SRO) program wherein a City police officer has been placed at Jackson High School with additional duties at Heatherwood Middle School to help promote student, staff, and public safety in the schools; and

WHEREAS, the District wishes to continue to provide funding for the SRO program at Jackson High School, and requests that the City provide an additional SRO at Heatherwood Middle School, to help promote public safety in those schools; and

WHEREAS, by virtue of this Agreement, the parties desire to define the SRO program at Jackson High School and Heatherwood Middle School; and

WHEREAS, the parties agree there is value to adding a second SRO to be assigned to Heatherwood Middle School at such a time as a funding source(s) can be identified;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT, in consideration of the terms, conditions or obligations and mutual benefits of the Agreement, the parties agree as follows:

Section 1: School Resource Officers

- A. A regularly employed City police officer will be assigned by the City to serve as an SRO at Jackson High School. The City and the District agree that the SRO will be called to Heatherwood Middle School occasionally. The SRO will also establish and maintain a liaison relationship with Mill Creek Elementary. A total of one (1) officer will be assigned to serve as an SRO pursuant to this Agreement, with a back-up SRO assigned in the absence of the assigned officer. The SRO will focus on school safety and security issues of concern in our community. As the SRO patrols school grounds and surrounding communities, they will partner with school administrators to identify, investigate, deter and prevent incidents involving weapons, violence, harassment, intimidation, or other similar activities. In addition, the SRO will serve as a positive resource to students, staff and parents with information, support and problem-solving mediation and facilitation on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues.
- B. The parties agree to follow the goals and expectations outlined in the Mill Creek Police Department SRO Handbook which includes the best practices of the National Association of School Resource Officers (NASRO). The SRO Handbook will be updated, at a minimum,

every three (3) years or in conjunction with the renewal of this agreement. It is agreed that the City will select the officers to be assigned as SROs after consultation with the District. It is intended that an SRO be at an assigned school or schools on the days that school is in session, for his/her forty (40) hour work week. SROs are expected to be punctual in reporting to their assigned school prior to or during the general arrival of students unless previously approved by the SRO's police supervisor. If an assigned SRO is unable to perform his/her duties for a period of more than five (5) consecutive days, the City will assign an alternate police officer ("Alternate Officer") to the District within thirty (30) days to fulfill the SRO assignment until the regularly assigned Officer returns to duty. The Alternate Officer will be selected by the City based on available staffing levels and available personnel. The City will not expect the District to pay for service on days that an SRO is not present on a campus to which he or she is assigned on a day that school is in session, and there is not (first) an Alternate SRO or (second) a police officer available to stand in for the SRO. In the event the City is experiencing a Police staffing shortage that prevents assignment of an alternate SRO, the parties agree to renegotiate the Agreement as set forth in Section 4. The City agrees that the school principal and the District superintendent will be informed as soon as reasonably practical on any day the assigned SRO will not be present on his or her assigned campus on a day that school is in session.

- C. While school is in session, the SRO's daily schedule will be as mutually agreed upon by the school principal, the SRO, and the SRO's police supervisor, to maximize the SRO's positive impact on the school community. On scheduled workdays when school is not in session (summer, school breaks, holidays, etc.) the SRO will work for the City as determined by his/her police supervisor.
- D. The City and the District agree to a regular reporting system that will include reports two (2) times per year. These reports will be due to the District by January 31 and June 30, by the City's Police Department detailing activities performed by the SROs at their respective schools. The District Superintendent, Chief of Police, SRO Police Supervisor, and other appropriate staff will meet to confer on the health and effectiveness of the Program and to review the reports in January and June. Such reporting system may be modified by the mutual written agreement of the parties.
- E. The City and the District agree the City Manager and the District Superintendent will meet twice a year, near the end of each school semester, to discuss the Program and its benefits and shortcomings in an effort to modify the Program to provide the best possible service to the City and the District.

Section 2: Funding

For the 2018-2019 school year, the District shall pay the City a total of eighty-three thousand, four hundred and thirty-seven dollars (\$83,437) for the SRO program at Jackson High School. The SRO support will be for 182 days; all days school is in session and the day before and the day after the 180-day school year. Equal payments shall be made monthly from September through June based on 1/10 of the total contract amount. The City will bill the District on a quarterly basis. All invoices shall be sent to the Everett Public Schools Accounting Office at 3900 Broadway, Everett, WA 98201. Invoices sent to school locations may delay payment. Upon receipt of a properly executed invoice, the District will make payment within thirty (30) days following the receipt of the invoice. Late payment charges shall not be assessed unless payment is more than forty-five (45) days late from the time the properly executed invoice is received by the District. (Note: The parties understand that in practice the District accounts payable staff will establish an auto-disbursement to the City for each of the months September through June for 1/10 of the annual contract amount. Deviations from that amount, for SRO absences or additional duties, will be processed separately upon receipt of the quarterly billing.)

Section 3: Liability – Dispute Resolution

- A. It is understood and agreed that this Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party or individual. No joint venture or partnership is formed as a result of the Agreement. Each party hereto agrees to be responsible and assumes liability for its own acts or omissions, and those of its officers, agents or employees for any incident arising out of, or in conjunction with, this Agreement, to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of multiple parties, any damages shall be assessed in proportion to the percentage of negligence judicially attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- B. No liability shall attach to the City or the District by reason of entering into this Agreement except as expressly provided herein. The parties agree that providing the SROs pursuant to this Agreement is not a representation, warranty, or guarantee of any sort concerning the SRO's ability to fulfill the parties' intent as set for in Section 1A above. No third parties shall have or claim any rights or benefits under this Agreement and this Agreement shall not be construed to create such rights. This Agreement shall not be construed and is not intended to create any expectation to the Public Duty Doctrine between the parties or with any third party.
- C. Any dispute between the District and the City in regard to this Agreement shall be referred for determination to the Mill Creek City Manager, or his/her designee, and the District's Superintendent, or his/her designee, for resolution. The representatives shall work to jointly resolve the dispute.

Section 4: Termination - Renegotiation

This Agreement is subject to termination or renegotiation by either party if advance written notice is given no less than six (6) months prior to the end of the term of this agreement if the intent is to renegotiate or terminate this Agreement. In the event this Agreement is terminated, the District shall be entitled to a refund pro rata from the City based upon the number of contract days per SRO that remain at the time of termination. No lawsuit for damages may be filed by either party against the other party until sixty (60) days after the submission of a claim for damages in accordance with RCW 4.96.010 and RCW 4.96.020.

Section 5: Venue

Venue for any lawsuit arising out of this Agreement shall be Snohomish County, Washington.

Section 6: Entire Agreement – Amendment

- A. This Agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties.
- B. This Agreement may be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Mill Creek

Everett Public Schools

Bob Stowe, City Manager

Dr. Gary Cohn, Superintendent

Date

Date

Attest:

Approved as to Form:

City Clerk

City Attorney



**Mill Creek Police Department
Everett Public Schools
School Resource Officer Expectations**

SRO Program Goals

The goals of the SRO Program are to:

- Protect students and staff and to provide a safe learning environment for the schools in our community;
- Foster positive relationships with youth to develop strategies to resolve problems; and
- Be a resource to students, staff, and parents.

The National Association of School Resource Officers (NASRO) and the Mill Creek Police Department considers it a best practice to use the “triad concept” to define the three main roles of an SRO: educator (i.e. guest lecturer); informal counselor/mentor; and law enforcement officer.

Job Description, Duties and Accountability

The primary duty of the SRO is to ensure the safety of students, staff, and all persons on their assigned school campuses. These duties include, but are not limited to:

- Maintaining a working partnership with their respective school administrators;
- Having a working knowledge of school rules and regulations;
- Providing a visible police presence through patrol of school grounds and surrounding communities;
- Attending after-school activities and community engagement events (i.e., Open House) as needed and prearranged;
- Assisting school administrators with student safety and support concerns such as with investigations and including the use of the district’s security camera system;
- Completing required police reports in a timely manner; and
- Assisting elementary schools as needed in their assigned geographical area.

In the event the SRO will be absent, the Detective Sergeant and the school administrator(s) will be notified. SROs will be held accountable to the same standards of punctuality, professionalism, appearance and efficiency as with all other Mill Creek Police Department officers.

The SRO may be requested to provide supervision for after-school or evening activities (e.g., dances, performances at Civic Auditorium). All off duty/overtime supervision must be prearranged by the Detective Sergeant.

Officer Responsibility

An SRO’s primary duty is that of a uniformed law enforcement officer. There will be occasions when an officer will be confronted with situations of student misconduct that is less than a criminal violation. Such student misconduct violations will be referred to school administrators

for corrective action. The SRO will ensure the safety of school staff members enforcing a school corrective action and, in the absence of a school staff member being present, will notify school administrators of the situation.

Before- and After-School

SROs are expected be punctual in reporting to their assigned school prior to or during the general arrival of students unless previously approved by the Detective Sergeant. Working hours must take into consideration their assignments, unit needs, and special events.

During the School Day

SROs are expected to be active in the daily activities at their assigned school. Activities include, but are not limited to:

- Patrolling school campus or adjacent communities
- Responding to unauthorized persons on school property
- Being highly visible before- and after-school, during passing times and lunches while on campus
- Teaching/visitations to classrooms
- Proactive interactions with students and parents
- When assistance is needed, referring students and their families to appropriate community agencies
- Being a resource to students, parents and school staff on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues
- Attending school and staff meetings as prearranged

Elementary School Support

In addition to their assigned schools, SROs are also responsible for supporting the elementary schools in their geographical areas.

Per WAC 392-151-045, SROs may be requested to assist in the instruction of school patrol members in the performance of their duties and thereafter make visits to street and road crossings where school patrol members are stationed.

Mill Creek Police Department



School Resource Officer Standard Operating Procedures

Rev 6/29/18

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PURPOSE

The purpose of this manual is to provide a guide of expectations, responsibilities, procedures, and policies that specifically relate to the duties and function of the School Resource Officer (SRO).

Officers assigned as SROs are subject to the policies and procedures of the Mill Creek Police Department. Hence, this SOP endeavors to not restate or reiterate policies and procedures set forth by those directives.

MISSION STATEMENT

The mission of the SRO Program is to provide the Everett School District with uniformed police presence on designated campuses to promote safety and be a resource to the school, surrounding community, and the department.

GOALS

The goals of the SRO Program are to:

- Protect students and staff and to provide a safe learning environment for the schools in our community;
- Foster positive relationships with youth to develop strategies to resolve problems; and
- Be a resource to students, staff, and parents.

The National Association of School Resource Officers (NASRO) and the Mill Creek Police Department considers it a best practice to use the “triad concept” to define the three main roles of an SRO: educator (i.e. guest lecturer); informal counselor/mentor; and law enforcement officer.

1**ORGANIZATION & UNIT STRUCTURE**

SROs will be assigned to Support Services reporting directly to the Detective Sergeant.

School Resource Officer Selection

Officers are selected for assignment as a SRO by way of an application and screening process.

It must be recognized that the success of this program is directly related to the quality and initiative of the Officers assigned as an SRO. For that reason, it is imperative that officers selected for SRO positions demonstrate the following skills and characteristics:

- Able to work as part of a team, including school staff and other SROs
- Able to work independently with minimal supervision
- Professional appearance and demeanor
- Positive attitude
- A positive role model
- Flexibility
- Good communication skills

Applicants are evaluated on their ability to communicate and interact with others, and their level of commitment and desire to the position. A review of the applicants past evaluations and supervisor feedback may be used as part of the selection process.

2**TRAINING****Required Training**

Officers selected to be SROs will be required to attend training programs that will enhance their role in the schools and our relationship with the Everett School District. The SROs will attend a Basic SRO course as soon as practical after appointment. The SRO may be assigned to a school before attending the Basic SRO course. A Bicycle Patrol certification is required if the SRO works in those capacities.

SROs are required to maintain all training, certifications, and qualifications as other police officers in accordance with Department Policy.

Suggested Training

- Washington School Safety Officer Conference
- National Association of School Resource Officers
- Response to Active Shooter
- Instructor Development
- Interviewing Courses
- Bicycle Patrol

3**JOB DESCRIPTION/DUTIES OF THE SRO**

The primary duty of the SRO is to ensure the safety of students, staff, and all persons on their assigned school campuses. These duties include, but are not limited to:

- Maintaining a working partnership with their respective school administrators;
- Having a working knowledge of school rules and regulations;
- Providing a visible police presence through patrol of school grounds and surrounding communities;
- Attending after-school activities and community engagement events (i.e., Open House) as needed and prearranged;
- Assisting school administrators with student safety and support concerns such as with investigations and including the use of the district's security camera system;
- Completing required police reports in a timely manner; and
- Assisting elementary schools as needed in their assigned geographical area.

4**OFFICER RESPONSIBILITY**

An SRO's primary duty is that of a uniformed law enforcement officer. There will be occasions when an officer will be confronted with situations of student misconduct that is less than a criminal violation. Such student misconduct violations will be referred to school administrators for corrective action. The SRO will ensure the safety of school staff members enforcing a school corrective action and, in the absence of a school staff member being present, will notify school administrators of the situation.

Before- and After-School

SROs are expected be punctual in reporting to their assigned school prior to or during the general arrival of students unless previously approved by the Detective Sergeant. Working hours must take into consideration their assignments, unit needs, and special events.

During the School Day

SROs are expected to be active in the daily activities at their assigned school. Activities include, but are not limited to:

- Patrolling school campus or adjacent communities
- Responding to unauthorized persons on school property
- Being highly visible before- and after-school, during passing times and lunches while on campus
- Teaching/visitations to classrooms
- Proactive interactions with students and parents
- When assistance is needed, referring students and their families to appropriate community agencies
- Being a resource to students, parents and school staff on topics such as: school safety, alcohol and drug trends, gang activity, social media/internet safety, and neighborhood safety issues
- Attending school and staff meetings as prearranged

Elementary School Support

In addition to their assigned schools, SROs are also responsible for supporting the elementary schools in their geographical areas.

Per WAC 392-151-045, SROs may be requested to assist in the instruction of school patrol members in the performance of their duties and thereafter make visits to street and road crossings where school patrol members are stationed.

5**WORKING HOURS**

Officers assigned as SROs work a 40-hour workweek. Due to individual school schedules, specific work hours vary and are assigned by the Detective Sergeant. Working hours take into consideration their assignments, unit needs, and special events.

SROs will work a five-day work week to correspond with the school schedule.

SROs are expected to schedule days off and vacations in conjunction with the school calendar.

Overtime and Comp Time

Commitments that are made outside of the normal work schedule are to be pre-approved by the Detective Sergeant.

Overtime and Comp Time will be compensated per the current MCPOG collective bargaining agreement. All overtime and comp time must be pre-approved by the Detective Sergeant.

6**ACCOUNTABILITY**

SROs are expected be punctual in reporting to their assigned school prior to or during the general arrival of students unless previously approved by the Detective Sergeant. SROs are expected to be active in the daily activities at their assigned school. Activities include, but are not limited to:

- Patrolling school campus or adjacent communities
- Highly visible before- and after-school and during passing times
- Teaching/visitations to classes
- Interaction with students
- Staff meetings
- Other student-related activities

In the event that the SRO will be absent, the Detective Sergeant and the school will be notified.

SROs will be held accountable to the same standards of punctuality, professionalism, appearance and efficiency as with all other Mill Creek Police Department officers.

7**DUTIES DURING SCHOOL BREAKS**

SRO assignments are dependent upon the needs of the Mill Creek Police Department. If an SRO is not on scheduled vacation or other authorized leave they may be utilized in assignments as needed throughout the department.

Possible Duties

- SROs may be assigned to a patrol shift to cover for vacations and/or short shifts.
- SROs may be assigned to supplement detectives.
- SROs may be assigned to patrol areas of the city on bicycle.
- Assist with planning, preparation and managing of various summer programs.
- Assist the Recreation Department with youth-based educational opportunities (e.g. anti-bullying, internet safety, etc.)

Vacation / Time Off

Vacation or elective time off during the school year will be approved on a case-by-case basis.

Sick Leave

SROs will use sick time in accordance with the Mill Creek Police Department's Policy Manual and the MCPOG collective bargaining agreement. Sick leave management that adversely affects our ability to fulfill the goals of the SRO program and commitment to the Everett Public Schools may result in the SRO being transferred from the unit.

8**SPECIALTY UNIT ASSIGNMENTS**

Officers assigned to specialty units, such as S.W.A.T., must realize that the SRO assignment is their primary responsibility. Specialty unit training shall not interfere with the SRO's ability to meet commitments and responsibilities. SROs assigned to specialty teams will work closely with the Detective Sergeant to schedule specialty unit training to a degree that has the least impact on their assigned school.

Assignment to a specialty unit could influence the selection of the officer to the SRO assignment.

9**UNIFORMS AND EQUIPMENT*****Attire***

During public appearances where the SRO is representing the Department, the class A or B uniform shall be worn per Department Policy. Variations in the uniform of the day will be authorized by the Detective Sergeant on a case-by-case basis.

Bicycles

A bicycle will be assigned to each SRO after completing the appropriate bicycle patrol training course. The SRO will be responsible for the care and maintenance of their assigned bicycle.

10**UNIT INTEGRITY**

By selection and assignment as a SRO, it is assumed that the Officer possesses strong self-discipline and understands the need for adherence to rigid standards of performance and behavior. SROs are not only **highly visible** as a role model within the schools, but in the community as well. Certain behaviors can adversely affect the program's integrity and may result in the officer being transferred from the unit.

Scope and Responsibility

These operational procedures are applicable to all personnel assigned as a SRO within the Mill Creek Police Department. It is the responsibility of those personnel to be familiar and comply with them.

Changes and Additions

Any alterations to these procedures will be made through the chain of command. Periodic updates will be made as needed. Each SRO will receive copies when changes are made.



Agenda Item #

F

Meeting Date: September 4, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**PROPOSED MOTION:**

Motion to authorize the City Manager to execute the Agreement for Professional Legal Services with Ogden Murphy Wallace.

KEY FACTS AND INFORMATION SUMMARY:

The City has a long-term relationship with City Attorney Scott Missall working initially with the law firm of Short Cressman and Burgess and most recently (2018) with the law firm of Ogden Murphey Wallace.

The Mill Creek Municipal Code limits the City Manager's contract authority to \$50,000. The applicable code is provided below:

2.08.140 City Manager – Authority to Execute Contracts

The City Manager is authorized to execute contracts on behalf of the city without review by the city council so long as the contract is consistent with the approved annual budget for the city and the contract sum does not exceed the lesser of the applicable fund balances or \$50,000, or is otherwise authorized by city council-approved ordinances, resolutions or policies. (Ord. 2011-740 § 1; Ord. 2007-667 § 12. Formerly 2.08.118)

The proposed Agreement for Professional Legal Services (Agreement) includes the years 2016 through the end of 2018, as each of the years is above the \$50,000 limit of the City Manager. Below are the amounts billed and paid through the end of June 2018 for legal services:

2016: \$80,049.03
2017: \$240,690.19
2018: 159,305.31

It is projected that the City will incur another \$140,000 in legal services from July to December bringing the 2018 total to approximately \$300,000. The proposed Agreement covers a three-year period (2016, 2017, and 2018) for a not to exceed amount of \$621,000. Nearly eighty percent of the total amount has already been spent and therefore is viewed as a housekeeping measure with \$140,000 estimated for the last six months of 2018.

CITY MANAGER RECOMMENDATION:

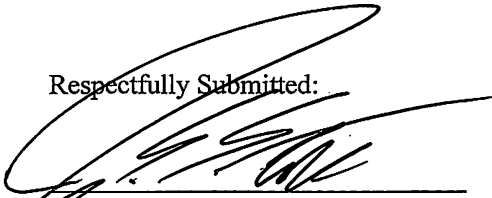
Authorize the execution of the Professional Services Agreement with Ogden Murphy Wallace.

City Council Agenda Summary
Page 2

ATTACHMENTS:

Agreement for Professional Legal Services

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'R. Stowe', is written over a horizontal line.

Robert S. Stowe
Interim City Manager

**CITY OF MILL CREEK
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
Contract Number 2018-_____**

1.0 PARTIES

1.1 THIS AGREEMENT, dated this _____ day of September, 2018 is between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington 98012, (hereinafter referred to as "City"), and Scott Missall (previously with Short Cressman & Burgess 2016 to May 2018) of the law firm Ogden Murphy Wallace (hereinafter referred to as the "Firm") to perform legal services as the City Attorney at the request of and for the benefit of the City in accordance with the scope of work set forth at Section 3, below.

1.2 This Agreement is entered into under the authority of Title 35A, Revised Code of Washington, and all terms and conditions of this Agreement are consistent therewith.

2.0 SERVICES REQUIRED

2.1 The term "attorney" shall mean Scott M. Missall, and all attorneys, paralegals, law clerks or administrative staff employed by or associated with the Firm.

2.2 The Firm is authorized and directed to render legal services on the terms and conditions hereinafter set forth.

2.3 The Firm has assigned Scott M. Missall as lead attorney responsible for legal services to be provided to City per this Agreement. It is understood that from time to time the Firm may direct other attorneys to provide legal services to City. The lead attorney shall assign work to other attorneys as appropriate to the task, but shall always endeavor to assign work to the appropriate attorney with the lowest billing rate unless otherwise agreed or requested by the City Manager.

2.4 It is understood that many of the legal services and tasks to be performed by the Firm for City are of an ongoing nature, and may not be fully completed within the term of this Agreement.

IN CONSIDERATION of the mutual benefits, terms and conditions specified below, the parties agree as follows:

3.0 SCOPE OF SERVICES

3.1 The Firm shall advise the City of Mill Creek, its elected and appointed officials on legal matters relating to their official business, and, as assigned: represent the City in

criminal, civil, and administrative proceedings in which the City may be a party; prosecute criminal and civil actions in which the City may be a party, and defend suits brought against the City; prepare or review, as appropriate, written legal opinions, ordinances, resolutions, contracts, leases, administrative or regulatory plans, and other legal documents; and perform other legal services at the direction of the City Manager or City Council.

3.2 In addition to the above, attorney shall attend regular City Council meetings as requested by the City Manager. At the City Manager's request, attorney shall attend staff meetings, and other occasional meetings of City boards, commissions, or committees.

4.0 TERM AND TIME FOR PERFORMANCE

4.1 Firm shall commence Services on January 1, 2016 ("Commencement Date").

4.2 Firm shall continue providing the Services under this Agreement for three years from the Commencement Date ("Initial Term") unless earlier terminated pursuant to Section 9 of this Agreement.

5.0 FEES

5.1 Work performed under this Agreement shall be billed at the rates set forth in Attachment A. The Firm will make every effort to work with the City Manager to meet the City's biennial estimated legal budget, keep the City Manager apprised of ongoing monthly legal services to allow adjustment in service levels, provide mid-month reports of preliminary time incurred on legal services as requested, and enable informed decision making by the City Manager with respect to legal services needed. The total compensation paid to the Firm for the Services described in Attachment A shall not exceed \$621,000 over the three-year term of this Agreement.

5.2 Other rates and charges. The rate charged to the City for all paralegals, legal assistants and project personnel of the Firm shall be their regular hourly rate, provided that such rate shall not exceed one hundred eighty dollars (\$180). Travel time to regularly scheduled City Council meetings will be charged one flat rate equal to 30 minutes of time. Mileage to regularly scheduled City Council and other City meetings will not be charged.

6.0 EXPENSES

6.1 Expenses other than ordinary facsimile transmissions and photocopies that are incurred in handling the City's affairs are the City's responsibility and shall be paid directly by

the City whenever possible. Facsimile and photocopy expenses associated with administrative proceedings or litigation in superior or appellate court shall be eligible for reimbursement. Whenever in the course of handling the City's affairs the Firm advances such expenses, the City agrees to reimburse the Firm for such expenses.

7.0 PAYMENTS

7.1 The Firm shall be paid on a monthly basis. Payments for fees and expenses as provided herein shall be due upon receipt of billing statements submitted by the Firm.

7.2 Interest on Unpaid Fees and Expenses: The firm may charge City interest at an annual percentage rate of one percent (1%) over prime not to exceed six percent (6%) on balances for fees and expenses under this Agreement not paid within sixty (60) days of receipt thereof. Such interest may be added to succeeding billing statements. For purposes of this paragraph, the sixty (60) day period shall begin to run on the last day of the calendar month during which the Firm's billing statement is received by the City.

8.0 TERMS OF AGREEMENT AND RENEWAL

8.1 This Agreement shall continue in effect until December 31, 2018.

8.2 This Agreement shall be subject to renewal for such additional periods and on such terms as shall be mutually agreeable.

9.0 TERMINATION AND STOP WORK ORDERS

9.1 Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice, and this Agreement shall terminate upon the expiration of thirty (30) days following receipt by the other party of such notice.

9.2 Directives to stop work being performed under any or all portions of this Agreement may be issued by City at any time either in writing or verbally followed by written confirmation.

10.0 REPORTS OF SERVICES AND REVIEW OF AGREEMENT

10.1 The Firm will maintain accurate time records describing the activities performed and the dates upon which said services were provided, and shall provide a monthly statement to the City setting forth the Attorney time and services performed and a monthly summary of such time and services. If so requested by City, the Firm shall also provide additional periodic reports of services rendered pursuant to this Agreement.

11.0 INSURANCE

11.1 Firm will provide professional malpractice coverage with limits and self-insured retention acceptable to the City Manager.

12.0 GENERAL PROVISIONS

12.1 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

12.2 Integrated Agreement. This negotiated Agreement, together with the below-listed Attachment, which is incorporated herein by this reference, represents an integrated agreement and the entire agreement between parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral and may be amended only by written agreement of the parties.

12.3 Assignment. Firm shall not assign all or any portion of its duties or obligations under this Agreement.

12.4 Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in Snohomish County.

12.5 Attorney Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other its reasonable costs, including attorney fees.

12.6 Authorized Signature. By their signatures below each party represents that they are fully authorized to sign for and on behalf of the named principal above.

WHEREFORE, the parties agree to be bound by the terms and conditions set forth above.

DATED, this _____ day of September, 2018.

CITY OF MILL CREEK

Ogden Murphy Wallace

Robert S. Stowe, Interim City Manager

By: _____
Scott M. Missall, City Attorney

ATTEST:

Acting City Clerk, Gina Pfister

ATTACHMENT:

ATTACHMENT A: Letter of Engagement – July 27, 2018



OGDEN MURPHY WALLACE, PLLC
901 FIFTH AVENUE, SUITE 3500
SEATTLE, WA 98164-2008

T 206.447.7000
F 206.447.0215

OMWLAW.COM

RECEIVED

AUG 01 2018

CITY OF MILL CREEK

Scott M. Missall
smissall@omwlaw.com

VIA U.S. MAIL

July 27, 2018

Robert S. Stowe
Interim City Manager
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012

Re: New Engagement Letter for Transfer of Law Firm

Dear Bob:

Thank you for engaging our firm to continue representing the City of Mill Creek as its City Attorney. We have a long history of serving the City in that capacity, and are proud and pleased to continue performing this service. We have held the City, its staff and its elected officials in the highest regard over the years, and appreciate the opportunity to resume our professional relationship.

The specific purpose of this engagement letter is to address the closure of Short Cressman & Burgess and the transfer of SCB attorneys to their new firm, Ogden Murphy Wallace PLLC, and to implement a new engagement agreement reflecting that change.

Terms of Engagement

We think it is critical that we both share the same understanding of our attorney-client relationship. As you know from our long personal association, I personally strive to represent the City to the highest standards, facilitate the City's goals within the bounds of the law, and practice preventive law to minimize unnecessary legal expenses and distractions from the City's public business. Other aspects of our relationship and the scope of our work are described herein.

I have enclosed the firm's Standard Terms of Engagement, which describe more particularly our procedures and how we will serve the City. This engagement letter and the Standard Terms of Engagement set forth our agreement with the City for the work we will perform. Please review them and let me know if you have any questions. If you agree to both documents, please sign the enclosed copy of this letter where indicated and return it to us. Please let me know at any time if you have questions or comments regarding our relationship – we value the City as our client and want to ensure the City is receiving the services it expects.

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Robert S. Stowe
City of Mill Creek
Page 2

Legal Team and Fees

I will serve as City Attorney. The coverage team I have assembled for Mill Creek also includes three talented and experienced attorneys. My partner Athan Tramontanas will serve as Asst. City Attorney, and has 18+ years of experience working with special purpose districts and municipalities, primarily in the areas of public works, construction law, and related contracts and litigation. Emily Miner is the principal associate working with me for municipal clients. Emily can efficiently handle many municipal tasks and projects, particularly land use, development and permitting, Public Records Act issues, and municipal finance matters. Brian Epley and I have worked together for several years on municipal, land use and litigation matters. He has the ability to quickly get up to speed in difficult situations, and handle a variety projects.

In addition to this team, the firm has many other highly experienced attorneys in all phases of municipal law and litigation so that, whatever happens, we can serve the City's needs. More information about our attorneys and practices can be found on the firm's website, www.omwlaw.com.

As we have always done, we will bill the City for our services using discounted hourly rates. The current discounted billing rate for Scott Missall (\$310/hour) has been unchanged for 5 to 8 years now and no longer reflects a reasonable market rate.¹ Thus, we propose to raise it to \$325/hour. Team members (who will be performing most of the Town's work) will be billed at the discounted rates set forth below. Other lawyers if needed will be billed at their firm discounted rate, which can range from \$215 to \$435.

Scott Missall (City Attorney)	\$325/hour
Athan Tramontanas (Public Works and Contracts)	\$320
Emily Miner (Municipal Issues)	\$225
Brian Epley (Special Projects)	\$270

I will review the firm's monthly statements before they are sent to ensure they are appropriate. We will send them to you via U.S. mail and/or email unless you request otherwise. Please let me know if you have questions or would like to discuss this. If the foregoing is acceptable, the listed rates will be implemented effective for work performed in August, 2018 and thereafter. I will confer with you to discuss any future changes in these rates.

Advance Fees and Costs

Based on our longstanding relationship with the City, we are waiving our customary advance fee deposit. In the event any specific matter (e.g., significant litigation) would arise for which advance fees or costs might be appropriate, I will discuss that with you in advance. We charge for some costs and will include those on our invoices.

¹ Just for comparison, my current regular rate is \$440/hour. I now charge my other municipal clients for which I serve as a city or town attorney the reduced rate of \$325/hour. I talked with Ms. Polizzotto early this year about updating our rates to that level, but before we got to the specifics of that, the closure of SCB and transfer to Ogden Murphy happened, followed shortly by the complaints and subsequent investigation concerning Ms. Polizzotto, effectively preventing completion of those discussions.

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Robert S. Stowe
City of Mill Creek
Page 3

Supervising Attorney and Assistance

I will act as principal contact for the City and as supervising attorney for other attorneys in the firm. I will be responsible for seeing that the City's work is carried out in a timely, efficient and economical manner, and will be assisted by other attorneys and legal assistants in our office. The usual individuals who act in that capacity are listed above, but Ogden Murphy is a large municipal firm and has attorneys with many and varied capabilities.

Scope of Services

With the help of my partners and associates, we will be the City's Office of the City Attorney and attend to the City's legal needs as they are assigned or requested, including attendance at Council and other City meetings, advising on the range of public law and municipal legal matters, handling day-to-day needs of the City, as well as administrative hearings and judicial litigation, etc. We practice in accordance with the Rules of Professional Conduct for Washington lawyers, and will advise you if we discern a conflict in the course of our work for the City.

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and assure you that we will do our best to provide you and the City with high quality legal services. If you have any questions or concerns during the course of our relationship, please contact me or our managing member. If you agree with the provisions of this engagement letter and the attached Terms and Conditions, please sign where indicated below and return to us. We look forward to working with you.

Sincerely,
OGDEN MURPHY WALLACE, P.L.L.C.

Scott M. Missall, member

SMM/lfs
Enclosures

I HEREBY ACCEPT AND AGREE TO the foregoing letter and the attached Standard Terms of Engagement this _____ day of _____, 2018.

City of Mill Creek

By: _____
Robert S. Stowe
Interim City Manager

{DWB1748900.DOC;2/05739.000004/ }

OGDEN MURPHY WALLACE, P.L.L.C.

STANDARD TERMS OF ENGAGEMENT

General Rates

The usual basis for determining our fees is the time expended by attorneys, paralegals and legal assistants of the firm. The rates for our services may change from time to time without notice, usually in September. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

Other Factors in Rates

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee that we may charge in your business matters has been and will be set in light of these various factors.

Billing Fees and Costs

We will bill you on a regular basis, normally each month, for all the time spent on your project and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person or on the telephone; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical costs for which you may be billed would be: filing fees; delivery fees; computer assisted legal research; copying; imaging; long distance telephone charges; charges of outside experts and consultants; and travel.

Payment; Interest

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

Advance Fee Deposit

New clients are usually requested to provide an advance fee deposit to the firm. The advance fee deposit is placed in a trust account as described below, and fees and expenses for legal services are then charged against the account. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid after ten (10) days, the firm reserves the right to apply the advance fee deposit to the unpaid balance and require an additional advance fee deposit before commencing further work. At the conclusion of our legal representation or at such time as the deposit is unnecessary, the remaining balance or an appropriate part of it will be returned to you.

Trust Deposits

All trust deposits from you will be held in a client trust account. By court rule in Washington, funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a paper or electronic copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

Estimates

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

Confidentiality and Electronic Communications

We owe a duty of confidentiality to all of our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or to use on your behalf, any information in our possession with respect to which we owe a duty of confidentiality to another current or former client. As part of our work for you, we may transmit information by email, cellular telephones, voice over Internet and electronic data/document web sites and other means of electronic communication. If you need to have any information relating to our work for you encrypted prior to transmission, let us know prior to any electronic communications. In the absence of a specific request for encryption, we do not regularly encrypt our communications. By agreeing to engage us as your attorneys, you consent to the use of these communication methods.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing member. Typically such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Standard Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Please be aware that by agreeing to arbitration, you are waiving the right to a trial by jury and your right to appeal, that the arbitrator will be bound by the AAA rules and not by state or federal law, and that discovery will be limited to what is allowed under the AAA rules. Arbitration fees and expenses shall be borne equally by the parties. In the event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

Withdrawal

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate reason, as determined by the firm in accordance with applicable law and the Rules of Professional Conduct.

Disclaimer

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within ten (10) days of the date of the accompanying engagement letter.

Independent Advice

Since the Engagement Agreement is legally binding and affects your legal rights, you may wish to seek the advice of independent counsel prior to executing it.

Conclusion

Thank you for retaining our firm. We look forward to working with you.

ORDINANCE NO. 2018-_____

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON,
AMENDING MILL CREEK MUNICIPAL CODE CHAPTER 4.06.070,
QUALIFICATIONS OF APPLICANTS, FOR THE PURPOSE OF
INCLUDING LAWFUL PERMANENT RESIDENTS IN CONFORMANCE
WITH RCW 41.12.070, QUALIFICATIONS OF APPLICANTS – LAW
ENFORCEMENT AGENCIES, AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, Mill Creek Municipal Code (MCMC) Chapter 4.06 provides for a system of civil service for the Mill Creek police department; and

WHEREAS, it is in the interest of the City to update from time to time its municipal code to reflect changes in laws, and to attain administrative efficiencies and consistencies between the MCMC and department practices; and

WHEREAS, Senate Bill 6145 has amended RCW 41.12.070 and other affected sections to include lawful permanent resident applicants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. MCMC Chapter 4.06.070 (Qualifications of Applicants) is hereby amended as set forth below.

4.06.070 Qualifications of applicants.

An applicant for a position of any kind under civil service **under the provisions of this chapter**, must be a citizen of the United States of America **or a lawful permanent resident** who can read and write the English language, must be of an age suitable for the position applied for, must be in ordinary good health, and must be of good moral character and of temperate and industrious habits. These facts shall be ascertained in such manner as the commission may deem advisable.

An application for a position may be rejected if the City deems that it does not have the materials, funding, or staff time necessary to conduct the background investigation required.

Section 2. The City Clerk is directed to take steps as required to implement and effectuate this Ordinance. The Clerk is authorized to correct or have corrected scrivener's errors, internal references, and the like.

Section 3. This Ordinance shall be in full force and effect five days after publication of a summary hereof consisting of the title of this Ordinance, in accordance with RCW 35A.13.200.

Adopted this _____ day of _____, 2018, by a vote of _____ for, _____
against, and _____ abstaining.

APPROVED:

MAYOR PAMELA PRUITT

ATTEST/AUTHENTICATED:

GINA PFISTER, ACTING CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
SCOTT M. MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____

CERTIFICATION OF ENROLLMENT

SENATE BILL 6145

Chapter 32, Laws of 2018

65th Legislature
2018 Regular Session

CIVIL SERVICE APPLICANTS--QUALIFICATIONS

EFFECTIVE DATE: June 7, 2018

Passed by the Senate February 7, 2018
Yeas 31 Nays 17

CYRUS HABIB
President of the Senate

Passed by the House February 27, 2018
Yeas 84 Nays 14

FRANK CHOPP
Speaker of the House of Representatives
Approved March 9, 2018 2:05 PM

JAY INSLEE
Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 6145** as passed by Senate and the House of Representatives on the dates hereon set forth.

BRAD HENDRICKSON
Secretary

FILED
March 9, 2018

**Secretary of State
State of Washington**

SENATE BILL 6145

Passed Legislature - 2018 Regular Session

State of Washington 65th Legislature 2018 Regular Session

By Senators Saldaña, Keiser, Dhingra, and Kuderer

Read first time 01/09/18. Referred to Committee on Law & Justice.

1 AN ACT Relating to civil service qualifications; amending RCW
2 41.08.070, 41.12.070, 41.14.100, 43.101.080, and 43.101.095; and
3 adding a new section to chapter 41.04 RCW.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 41.08.070 and 1972 ex.s. c 37 s 2 are each amended
6 to read as follows:

7 An applicant for a position of any kind under civil service under
8 the provisions of this chapter, must be a citizen of the United
9 States of America or a lawful permanent resident who can read and
10 write the English language.

11 An applicant for a position of any kind under civil service must
12 be of an age suitable for the position applied for, in ordinary good
13 health, of good moral character and of temperate and industrious
14 habits; these facts to be ascertained in such manner as the
15 commission may deem advisable.

16 **Sec. 2.** RCW 41.12.070 and 1972 ex.s. c 37 s 3 are each amended
17 to read as follows:

18 An applicant for a position of any kind under civil service under
19 the provisions of this chapter, must be a citizen of the United

1 States of America or a lawful permanent resident who can read and
2 write the English language.

3 An applicant for a position of any kind under civil service must
4 be of an age suitable for the position applied for, in ordinary good
5 health, of good moral character and of temperate and industrious
6 habits; these facts to be ascertained in such manner as the
7 commission may deem advisable.

8 An application for a position with a law enforcement agency may
9 be rejected if the law enforcement agency deems that it does not have
10 the resources to conduct the background investigation required
11 pursuant to chapter 43.101 RCW. Resources means materials, funding,
12 and staff time. Nothing in this section impairs an applicant's rights
13 under state antidiscrimination laws.

14 **Sec. 3.** RCW 41.14.100 and 1963 c 95 s 3 are each amended to read
15 as follows:

16 An applicant for a position of any kind under civil service under
17 the provisions of this chapter, must be a citizen of the United
18 States or a lawful permanent resident who can read and write the
19 English language.

20 An application for a position with a law enforcement agency may
21 be rejected if the law enforcement agency deems that it does not have
22 the resources to conduct the background investigation required
23 pursuant to chapter 43.101 RCW. Resources means materials, funding,
24 and staff time. Nothing in this section impairs an applicant's rights
25 under state antidiscrimination laws.

26 **Sec. 4.** RCW 43.101.080 and 2015 c 225 s 90 are each amended to
27 read as follows:

28 The commission shall have all of the following powers:

- 29 (1) To meet at such times and places as it may deem proper;
30 (2) To adopt any rules and regulations as it may deem necessary;
31 (3) To contract for services as it deems necessary in order to
32 carry out its duties and responsibilities;
33 (4) To cooperate with and secure the cooperation of any
34 department, agency, or instrumentality in state, county, and city
35 government, and other commissions affected by or concerned with the
36 business of the commission;

RCW 41.12.070**Qualifications of applicants—Law enforcement agencies.**

An applicant for a position of any kind under civil service under the provisions of this chapter, must be a citizen of the United States of America or a lawful permanent resident who can read and write the English language.

An applicant for a position of any kind under civil service must be of an age suitable for the position applied for, in ordinary good health, of good moral character and of temperate and industrious habits; these facts to be ascertained in such manner as the commission may deem advisable.

An application for a position with a law enforcement agency may be rejected if the law enforcement agency deems that it does not have the resources to conduct the background investigation required pursuant to chapter 43.101 RCW. Resources means materials, funding, and staff time. Nothing in this section impairs an applicant's rights under state antidiscrimination laws.

[2018 c 32 § 2; 1972 ex.s. c 37 § 3; 1963 c 95 § 2; 1937 c 13 § 7; RRS § 9558a-7.]

NOTES:

Purpose—1972 ex.s. c 37: See note following RCW 41.08.070.



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 5, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

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A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Brian Holtzclaw, Mayor Pro Tem

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

Jared Mead, Councilmember

John Steckler, Councilmember

Councilmembers Absent:

AUDIENCE COMMUNICATION

- A.** John Cook, a Mill Creek resident, expressed his frustration with conditions of City parks, especially Heron Park and Cougar Park.

PRESENTATIONS

- B.** AWC Center for Quality Communities Scholarship Nominee Check Presentation

Councilmember Todd reviewed the AWC Center for Quality Communities Scholarship nomination and selection process. Councilmember Todd highlighted the qualifications of local student Mackenzie Ryan and presented her with a \$500 scholarship for being selected as the City of Mill Creek 2018 nominee.

- C.** Mill Creek Youth Advisory Board Senior Recognition

Recreation Coordinator Kristen Rasmussen shared a PowerPoint presentation highlighting projects and events the Youth Advisory Board (YAB) has participated in this year. Recreation Coordinator Rasmussen noted that during the 2017-2018 school year, the YAB members contributed more than 1,600 hours of volunteer service to the

June 5, 2018 REGULAR COUNCIL MEETING MINUTES

community. Recreation Coordinator Rasmussen individually recognized the graduating seniors and Mayor Pruitt presented them with a certificate of appreciation.

OLD BUSINESS

D. Art & Beautification Board Utility Box Update

Director of Communications & Marketing Joni Kirk reviewed the Art & Beautification Board's plan to have utility boxes around the City wrapped in vinyl artwork. Director Kirk explained the concept, design process, vendor selection, and the need to increase funding to execute the project. Art & Beautification Board Chair Matt Buchanan reiterated the need to increase funding and gave several examples of benefits that come from wrapping the boxes including a reduction in graffiti. Council engaged in discussion and agreed to proceed with wrapping the utility boxes in one location, and stay within the \$5000 budget. Council requested an update at a future meeting on citizen feedback, local school involvement, and the finances behind the Municipal Arts fund.

NEW BUSINESS

E. 35th Ave SE Reconstruction Project Addendum No. 7 to Contract 2013-1091

Director of Public Works & Development Services Gina Hortillosa reviewed KPFF's role as the engineer of record and briefed Council on the tasks included in the addendum for design services during the construction phase of the project.

Mayor Pro Tem Holtzclaw made a motion to authorize the City Manager or Mayor to execute Addendum No. 7 to Contract 2013-1091 for professional services with KPFF Consulting Engineers in an amount not to exceed \$20,000. Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- F. City Council Meeting Minutes of April 10, 2018
- G. City Council Meeting Minutes of April 24, 2018
- H. City Council Meeting Minutes of April 26, 2018
- I. City Council Meeting Minutes of May 1, 2018

Councilmember Cavaleri made a motion to approve the consent agenda. Councilmember Mead seconded the motion. The motion passed unanimously.

REPORTS

J. Mayor/Council

Councilmember Steckler reported that he attended a meeting at Jackson High School that focused on potential solutions for overcrowding.

Mayor Pro Tem Holtzclaw requested a status update on the downed pole at 35th & 148th. Director Hortillosa stated that staff is in the process of getting quotes and is coordinating with the finance department on insurance reimbursement but does not

June 5, 2018 REGULAR COUNCIL MEETING MINUTES

have a schedule as of now.

Councilmember Todd reported that he enjoyed the Memorial Day events and thanked staff for their hard work.

Councilmember Todd reported that he attended the City's inaugural farmers market.

Councilmember Todd reported that he attended the PSRC annual meeting and voted on behalf of the City. Councilmember Todd encouraged Council to read the PSRC annual report and will be emailing them all a link where they can do so.

Councilmember Todd reported that he's attending the AWC Annual Business Meeting and would like Council to make a motion designating him as a voting delegate to vote on important city issues like bylaw amendments and the Board of Directors.

Councilmember Bond reported that he shares resident concerns over City park conditions and would like staff to update Council on the situation and proposed solutions at the next Council meeting.

Mayor Pruitt reported that the updated Council Planning Schedule is included in the packet.

Mayor Pro Tem Holtzclaw made a motion to designate Councilmember Todd as the voting delegate for the AWC Annual Business Meeting. Councilmember Mead seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- K. Barbara Heidel, a Mill Creek resident, thanked City staff for a fun farmers market grand opening and looks forward to the market's growth. Ms. Heidel stated that she enjoyed the Memorial Day events.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:03 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

June 5, 2018 REGULAR COUNCIL MEETING MINUTES



MINUTES

Special City Council Meeting

7:00 PM - Friday, June 8, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
Jared Mead, Councilmember
John Steckler, Councilmember

Councilmembers Absent:

NEW BUSINESS

- A. Mayor Pro Tem Holtzclaw read an official statement on behalf of the Council addressing the recent Mill Creek Beacon article. The official statement read as follows:

The Mill Creek City Council understands there is interest in the current situation in light of the article posted online yesterday by the Mill Creek Beacon. The City Manager, Rebecca Polizzotto, has been out on medical leave. As you can appreciate, federal law prevents the Council or anyone at the City from commenting on her leave and we trust that her privacy will be respected.

There were inaccuracies and misquotes in the Beacon article. We understand the State Auditor's Office has stated that the article was incorrect. We do appreciate the Beacon clarifying that fact online. There has been no investigation by the Auditor's Office of any fraud allegation, and the Council has not reprimanded Ms. Polizzotto as the Beacon reported.

The Council looks forward to Ms. Polizzotto being able to return to work soon. In the meantime, we will have no further comment and not provide any interviews until

June 8, 2018 SPECIAL COUNCIL MEETING MINUTES

further notice.

Councilmember Cavaleri made a motion to adopt the official statement read by Mayor Pro Tem Holtzclaw. Councilmember Mead seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:05 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

June 8, 2018 SPECIAL COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 12, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Brian Holtzclaw, Mayor Pro Tem

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

Jared Mead, Councilmember

John Steckler, Councilmember

Councilmembers Absent:

AUDIENCE COMMUNICATION

- A.** Mayor Pruitt acknowledged that two letters were received and will be added to the record. One letter is from Mill Creek resident [Kathy Nielsen](#), and the second is from former Councilmember [Donna Michelson](#).

Kathy Nielsen, a Mill Creek resident, expressed concern that Mayor Pruitt is the exit conference contact with the State Auditor's office and not the Director of Finance.

Karen Brandon, a Mill Creek resident, expressed concern over the current state of affairs regarding City Manager Rebecca Polizzotto.

George Dewitt, a Mill Creek resident, and Mill Creek Police Foundation Board Member, asked Council to support police department volunteer efforts, specifically the Mill Creek Police Foundation.

Wil Nelson, a Mill Creek resident, thanked Council for doing a great job and shared portions of an article he read in the New York Times regarding superintendent

June 12, 2018 REGULAR COUNCIL MEETING MINUTES

turnover.

PRESENTATIONS

- B.** Mayor Pruitt stated that the presentation of long term planning impacts associated with Paine Field commercial flights will be rescheduled for a later date.

REPORTS

- C.** Councilmember Cavaleri reported that the June Parks & Recreation Board meeting was cancelled due to lack of a quorum.

Councilmember Todd reported that he attended the groundbreaking event for the new elementary school on 180th St SE.

Mayor Pruitt reported that the updated Council Planning Schedule is included in the packet.

Councilmember Todd made a motion to move the regularly scheduled meeting on June 26 to June 19. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- D.** There were no comments from the audience.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- E.** At 6:16 p.m. the meeting recessed to executive session up to 2 hours and 15 minutes to discuss potential litigation pursuant to RCW 42.30.110(1)(i). No action was taken.

RECONVENE TO REGULAR SESSION

The meeting reconvened to regular session at 8:30 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:30 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

June 12, 2018 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Special Meeting

5:00 PM - Wednesday, June 13, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

There was no audio recorded at this meeting.

The agenda for this meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 5:03 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
Jared Mead, Councilmember
John Steckler, Councilmember

Councilmembers Absent:

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- A.** At 5:06 p.m. the meeting recessed to executive session up to 6:30 p.m. to discuss the performance of a public employee per RCW 42.30.110(1)(g). No action was taken.

At 6:30 p.m. Councilmember Todd made a motion to extend the regular meeting up to 9:00 p.m. Councilmember Mead seconded the motion. The motion passed unanimously.

At 6:30 p.m. Councilmember Todd made a motion to extend the executive session up to 9:00 p.m. Councilmember Mead seconded the motion. The motion passed unanimously.

RECESS

- B.** At 6:40 p.m. the Council recessed for 20 minutes.

RECONVENE TO EXECUTIVE SESSION

June 13, 2018 SPECIAL COUNCIL MEETING MINUTES

- C. At 7:00 p.m. the Council reconvened to executive session.

At 9:00 p.m. Councilmember Todd made a motion to extend the regular meeting up to 10:00 p.m. Mayor Pruitt seconded the motion. The motion passed unanimously.

At 9:00 p.m. Councilmember Todd made a motion to extend the executive session up to 10:00 p.m. Mayor Pruitt seconded the motion. The motion passed unanimously.

At 10:00 p.m. Councilmember Mead made a motion to extend the regular meeting up to 10:30 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

At 10:00 p.m. Councilmember Mead made a motion to extend the executive session up to 10:30 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

At 10:30 p.m. Councilmember Todd made a motion to extend the regular meeting up to 10:40 p.m. Councilmember Mead seconded the motion. The motion passed unanimously.

At 10:30 p.m. Councilmember Todd made a motion to extend the executive session up to 10:40 p.m. Councilmember Mead seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

- D. The meeting reconvened to regular session at 10:36 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 10:36 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

June 13, 2018 SPECIAL COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 19, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

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A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Brian Holtzclaw, Mayor Pro Tem

Mike Todd, Councilmember

Mark Bond, Councilmember

Vince Cavaleri, Councilmember

John Steckler, Councilmember

Councilmembers Absent:

Jared Mead, Councilmember

Councilmember Cavaleri made a motion to excuse Councilmember Mead. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- A.** Mary Kay Voss, a Mill Creek resident, expressed concerns over the state of affairs at the City during the absence of City Manager Rebecca Polizzotto and would like an acting City Manager appointed.

PRESENTATIONS

- B.** Park Mitigation Fund Analysis

Director of Finance Peggy Lauerman explained that the analysis was a coordinated effort that included collaboration with Director of Public Works & Development Services Gina Hortillosa and City Attorney Scott Missall. Director Lauerman walked Council through a [PowerPoint](#) presentation that detailed fund factors, developer contributions, REET funds, adjusted fund balances and impending projects impacted. City Attorney Scott Missall provided an [analysis](#) regarding the possibility of using certain park funds for purposes other than their intended uses and outlined the legislative authority of the park funds. Council engaged in discussion and requested

June 19, 2018 SPECIAL COUNCIL MEETING MINUTES

additional mitigation fee information be brought back to another meeting.

NEW BUSINESS

C. Mill Creek Sports Park Turf & Light Replacement Project - Design Services

Director of Public Works & Development Services Gina Hortillosa reviewed items within the scope of the project including the sports park turf, updating the lighting system at the field, skate park and parking lot, and an ADA compliant gate. Director Hortillosa summarized the consultant selection process, reviewed project cost estimates, and explained project funding sources.

Councilmember Cavaleri made a motion to authorize the City Manager to execute a contract with Bruce Dees & Associates for design services for the Mill Creek Sports Park Turf & Light Replacement Project in an amount not to exceed \$61,637.75. Councilmember Steckler seconded the motion. The motion passed unanimously.

D. Seattle Hill Road Preservation Project - Design Services

Director of Public Works & Development Services Director Gina Hortillosa briefed Council on the current status of the project and the consultant selection process. Director Hortillosa reviewed the project funding sources, grant requirements, and key project milestones. Council engaged in discussion and requested a staff recommendation, with input from first responders, on speed bump installation near Seattle Hill Road and 35th Ave SE.

Councilmember Cavaleri made a motion to authorize the City Manager or Mayor to execute a contract with WHPacific Inc. for design services for the Seattle Hill Road Preservation Project in an amount not to exceed \$198,040. Councilmember Steckler seconded the motion. The motion passed unanimously.

CONSENT AGENDA

E. Approval of Checks #58649 through #58725 and ACH Wire Transfers in the Amount of \$167,598.55

(Audit Committee: Councilmember Bond and Councilmember Todd)

F. Payroll and Benefit ACH Payments in the Amount of \$503,084.19

(Audit Committee: Councilmember Bond and Councilmember Todd)

Councilmember Bond made a motion to approve the consent agenda.

Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

G. Mayor Pruitt reported that a current Council Planning Schedule is in the packet.

AUDIENCE COMMUNICATION

H. Mary Kay Voss, a Mill Creek resident, expressed concern that the Mayor may be acting outside her legislative role during the City Manager's absence and reminded Council that the Mayor's role is ceremonial.

June 19, 2018 SPECIAL COUNCIL MEETING MINUTES

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- I. The meeting recessed to executive session at 7:03 p.m. for up to 90 which was subsequently extended.
- Discuss potential litigation pursuant to RCW 42.30.110(1)(i)
 - Review the performance of a public employee pursuant to RCW 42.30.110(1)(g)

At 8:20 p.m. Councilmember Todd made a motion to extend the executive session up to 9:30 p.m. Councilmember Bond seconded the motion. The motion passed unanimously.

At 9:25 p.m. Councilmember Todd made a motion to extend the executive session up to 10:00 p.m. Councilmember Bond seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

- J. The meeting reconvened to regular session at 9:45 p.m.

Councilmember Cavaleri made a motion to authorize and place the City Manager on paid administrative leave for 45 days effective immediately. Councilmember Bond seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to direct the city attorney to determine the interest and availability of Robert Stowe to serve as Interim City Manager during the absence of Rebecca Polizzotto and enter into a short-term contract with Mr. Stowe for that purpose. It is the Council's desire that if available, Mr. Stowe commence services as soon as feasible and diligently pursue such work in consultation with the Council. Councilmember Bond seconded the motion. The motion passed unanimously.

Councilmember Cavaleri made a motion to appoint Chief Greg Elwin as temporary Acting City Manager. Councilmember Bond seconded the motion. The motion passed unanimously.

Councilmember Bond made a motion to compensate the Acting City Manager consistent with past compensation packages during the time tasked with extra duties. Councilmember Steckler seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:50 p.m.

Pam Pruitt, Mayor

June 19, 2018 SPECIAL COUNCIL MEETING MINUTES

Gina Pfister, Acting City Clerk

June 19, 2018 SPECIAL COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 3, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

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The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

Jared Mead, Councilmember

John Steckler, Councilmember

Councilmembers Absent:

Mayor Pro Tem Holtzclaw

Councilmember Cavaleri made a motion to excuse Mayor Pro Tem Holtzclaw due to vacation. Councilmember Steckler seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- A.** There were no comments from the audience.

NEW BUSINESS

- B.** Ratifying the 2017 Update to the 2005 Water Resource Inventory Area (WRIA) 8 Chinook Salmon Conservation Plan

Interim City Manager Bob Stowe explained the City's cost sharing partnership with WRIA 8 and stated that the City's proportional cost of \$6723 is included in the 2018 budget.

City Manager Stowe introduced Director of Public Works & Development Services Gina Hortillosa who reviewed the purpose of WRIA 8 and explained the key differences in the addendum vs. the original plan, including new habitat goals and

July 3, 2018 REGULAR COUNCIL MEETING MINUTES

updated strategies to meet salmon recovery goals. Councilmember Mead commented that the City's share is \$300 less than the portion under the original plan. Council engaged in discussion.

Councilmember Mead made a motion to adopt Resolution 2018-573, ratifying the 2017 update to the 2005 WRIA 8 Chinook Salmon Conservation Plan. Councilmember Todd seconded the motion. The motion passed unanimously.

- C. Ordinance Amending the Mill Creek Municipal Code Relating to Final Plat Approval Authority and Process

Interim City Manager Bob Stowe explained that the ordinance would allow for the administrative approval of final plats that is consistent with the preliminary plats approved by the hearing examiner. City Manager Stowe introduced Planning Manager Tom Rogers who briefed Council on the current approval authority and process and explained how the proposed changes would streamline the final plat approval process. Council engaged in discussion. City Attorney Scott Missall answered questions from Council.

Councilmember Mead made a motion to approve Ordinance #2018-829, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, RELATING TO FINAL PLAT APPROVAL AUTHORITY AND PROCESS; AMENDING PROVISIONS OF MILL CREEK MUNICIPAL CODE CHAPTERS 14.01 (INTRODUCTION), 14.03 (JURISDICTION AND SCOPE OF AUTHORITY), 14.11 (APPEALS), AND 16.04 (PLATS); AND ESTABLISHING AN EFFECTIVE DATE. Councilmember Todd seconded the motion. Councilmembers Steckler and Cavaleri opposed. The motion passed 4-2-0.

- D. Proposed Amendments to the Mill Creek Municipal Code Designating the Hearing Examiner to Serve in the Place of the Board of Appeals, Disband the Board of Appeals/Adjustment, and Establish Criteria to be used by the Hearing Examiner

Interim City Manager Bob Stowe introduced Planning Manager Tom Rogers who summarized the three objectives of the proposed ordinance. Planning Manager Rogers gave examples of challenges faced by maintaining the Board of Appeals and briefed Council on the Hearing Examiner's roles and duties, and stated that staff has worked with the City Attorney to prepare specific criteria for Hearing Examiner decisions. Council engaged in discussion. City Attorney Scott Missall answered questions.

Councilmember Todd made a motion to approve Ordinance 2018-830, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AMENDING VARIOUS SECTIONS OF THE MILL CREEK MUNICIPAL CODE TO TRANSFER AND ASSIGN THE DUTIES AND RESPONSIBILITIES OF THE BOARD OF APPEALS/ADJUSTMENT TO THE MILL CREEK HEARING EXAMINER; DISBAND THE BOARD OF APPEALS/ADJUSTMENT; ESTABLISH DECISION CRITERIA TO BE USED BY THE HEARING EXAMINER IN PERFORMING THE EXAMINER'S DUTIES; MAKE CERTAIN HOUSEKEEPING AMENDMENTS TO CORRECT SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. Councilmember Mead seconded the motion. Councilmember Cavaleri opposed. The motion passed 5-1-0.

July 3, 2018 REGULAR COUNCIL MEETING MINUTES

REPORTS

E. Mayor/Council

Mayor Pruitt reported that she attended the grand opening for the HomeStreet bank remodel in the Town Center.

Mayor Pruitt reported that she attended the AR Workshop grand opening and launch party.

Mayor Pruitt reported that she attended the ClubPilates grand opening.

Councilmember Todd reported that he attended the AWC Annual Conference and enjoyed the sessions offered.

Councilmember Todd asked staff to confirm that Puget Sound Energy's temporary pavement patches will meet the City's pavement restoration standards once all the gas lines have been replaced.

Councilmember Todd reminded Council that the next Snohomish County Cities (SCC) meeting is July 19 in Edmonds and encouraged Council to attend.

F. City Manager

Interim City Manager Bob Stowe reviewed the Council Planning Schedule.

AUDIENCE COMMUNICATION

- G.** Karen Brandon, a Mill Creek resident, acknowledged Mayor Pro Tem Holtzclaw's quotes in the June 22 Herald article regarding City expenditures and encouraged Council to be aware of all policies coming from the City Manager's office.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- H.** At 7:03 p.m. Council recessed to executive session for up to 45 minutes to:
- Discussion of the performance of a public employee per RCW 42.30.110(1)(g)
 - Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

No action was taken.

RECONVENE TO REGULAR SESSION

- I.** The meeting reconvened to regular session at 7:45 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:45 p.m.

July 3, 2018 REGULAR COUNCIL MEETING MINUTES

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

July 3, 2018 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 10, 2018

Council Chambers, 15728 Main Street, Mill Creek, WA 98012

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

A recording of this City Council meeting can be found [here](#).

The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

Jared Mead, Councilmember

John Steckler, Councilmember

Councilmembers Absent:

Brian Holtzclaw, Mayor Pro Tem

Councilmember Todd made a motion to excuse Mayor Pro Tem due to vacation. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- A.** Ed McNichol, a Mill Creek resident, expressed concern over the amount of traffic in residential neighborhoods since the beginning of the 35th Ave SE reconstruction project.

Mary Kay Voss, a Mill Creek resident, voiced concern that recent decisions made by Council regarding the absence of the City Manager may be taking place outside of Open Public Meeting Act (OPMA) regulations.

William McKinnon, a Mill Creek resident, requested traffic calming devices at the intersections of 35th Ave SE and 144th, 143th, and 30th Ave SE.

Paul Hairopoulos, a Mill Creek resident, thanked staff for fixing the sprinkler system timer at Heron Park. Mr. Hairopoulos expressed his dissatisfaction with Puget Sound

July 10, 2018 REGULAR COUNCIL MEETING MINUTES

Energy's temporary pavement patches on 164th St SE.

NEW BUSINESS

B. 2018 Landscape Maintenance Services Contract Award

Interim City Manager Bob Stowe reviewed contract terms of the expiring landscape and maintenance contract with Evergreen Landscape & Maintenance LLC and the new contract with Plantscapes, Inc.

City Manager Stowe introduced Planning Manager Tom Rogers who explained the bidding process and increased scope of work. Planning Manager Rogers advised Council that contracting out the work is more cost effective than labor and equipment costs to do the work in house.

Councilmember Cavaleri made a motion to authorize the Interim City Manager to execute a contract with Plantscapes, Inc. for the 2018 Landscape Maintenance Services Contract in an amount not to exceed \$138,937.30. Councilmember Steckler seconded the motion. The motion passed unanimously.

C. Ordinance Adopting a Complete Streets Policy for the City of Mill Creek and Adding a New Mill Creek Municipal Code Chapter 12.20

Interim City Manager Bob Stowe briefed Council on the Complete Streets Act passed by state legislature and how through the Transportation Improvement Board, it provides funding opportunities for local governments.

City Manager Stowe introduced Planning Manager Tom Rogers who summarized the City's commitment to complete streets by planning and building streets that use solutions to accommodate all users, including pedestrians, transit users, cyclists, and motorists. Planning Manager Rogers stated that if the City is nominated for and awarded a grant, staff will look for creative ways to make the City's streets even better.

Councilmember Steckler made a motion to adopt Ordinance 2018-831 adopting a Complete Streets Policy and amending the Mill Creek Municipal Code (MCMC) to add a new Chapter 12.20. Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA

D. Approval of Checks #58726 through #58858 and ACH Wire Transfers in the Amount of \$1,678,483.01

(Audit Committee: Councilmember Bond and Councilmember Cavaleri)

E. Payroll and Benefit ACH Payments in the Amount of \$295,520.87

(Audit Committee: Councilmember Bond and Councilmember Cavaleri)

Councilmember Bond made a motion to approve the consent agenda. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

July 10, 2018 REGULAR COUNCIL MEETING MINUTES

F. Mayor/Council

Mayor Pruitt reported that she will be attending the Mill Creek Festival this weekend and encouraged Council to attend as well.

Mayor Pruitt reported that more produce is expected at the Farmers Market.

Councilmember Bond agreed with resident Ed McNichol who spoke during audience communication regarding the excessive traffic in Highland Trails and would be in favor of a creative solution.

Councilmember Steckler reported that he will be attending the Mill Creek Festival this weekend.

Councilmember Todd reported on highlights from the AWC Annual Conference and provided Council with a [handout](#).

Councilmember Todd thanked staff on behalf of the local soccer community for accommodating fall schedules before work is started on the new sports park turf.

G. City Manager

Interim City Manager Bob Stowe reviewed the Council Planning Schedule and noted that a meeting may be necessary in August to handle business relating to the 35th Ave SE reconstruction project.

City Manager Stowe reported that first quarter financials are in Council mailboxes and that second quarter financials will be on the next agenda.

AUDIENCE COMMUNICATION

H. There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 6:40 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

July 10, 2018 REGULAR COUNCIL MEETING MINUTES

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
		Council				
9	10	11	12	13	14	15
		Council				
16	17	18	19	20	21	22
23	30	24	25	26	27	28
		Council				

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
		Council				
7	8	9	10	11	12	13
		Council				
14	15	16	17	18	19	20
21	22	23	24	25	26	27
		Council				
28	29	30	31			

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
		Council				
11	12	13	14	15	16	17
		Council				
18	19	20	21	22	23	24
25	26	27	28	29	30	
		Council				

Tentative Council Meeting Agendas Subject to change without notice

Last updated: August 30, 2018

September 11, 2018

(Agenda Summary due August 26)

- Great Garden Awards
- Report: Parks Tour Recap
- Design Review Board Appointments
- Chamber of Commerce - Lease
- Sponsorship Policy
- Donation Policy
- Surface Water Aging Infrastructure
 - Perleet Presentation
 - Consultant Selection
 - Rate Discussion

September 25, 2018

(Agenda Summary due September 11)

- Proclamation: Mary Ann Heine
- Parks & Rec Board Appointments
- Traffic Impact Fees – Perleet Presentation
- ORD to extend Frontier Franchise Agreement

October 2, 2018

(Agenda Summary due September 18)

- Art & Beautification Board Appointments
- Budget: Preliminary Revenue & Expenses
- EGU Development Agreement
- Adoption of HR Policies
- Report: Farmers Market Update

October 9, 2018

(Agenda Summary due September 25)

- Public Hearing & Adoption: TIP
- Proposed CIP
- ILA – Traffic Impact Fees
- Report: Veterans Day Events

October 23, 2018

(Agenda Summary due October 9)

- Adoption of CIP

November 6, 2018

(Agenda Summary due October 23)

- Public Hearing: Preliminary Budget & Property Tax Levy

November 13, 2018

(Agenda Summary due October 30)

- Public Hearing: Preliminary Budget & Surface Water Utility Rate

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
		Council				
9	10	11	12	13	14	15
		Council				
16	17	18	19	20	21	22
23	30	24	31	25	26	27
		Holiday				
JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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		Holiday				
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		Council				
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		Council				
27	28	29	30	31		
FEBRUARY						
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		Council				
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		Council				
17	18	19	20	21	22	23
24	25	26	27	28		
		Council				

November 27, 2018

(Agenda Summary due November 13)

- Discussion of the Preliminary Budget

December 4, 2018

(Agenda Summary due November 20)

- Adoption of 2019-2020 Budget

December 11, 2018

(Agenda Summary due November 27)

Work in Progress – Upcoming Agenda Items

- Personnel Policies and Procedures
- Beaver Management Plan
- HR Policies
- Report: Pursuit Policy

Possible Work Session Topics for Discussion

- Parking Codes
- Business signs
- MCCA storm water discussions
- Sports Fields
- Repair Issues
- Utility Project Management
- Review of Criminal Justice Costs/Alternatives
- Issues re: no parking on sidewalks
- Development Projects in Progress
- Hotel/Motel Theater Tax
- Resort Fees
- Partnerships with Everett School District
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- Adoption of business license ordinance – deadline 1/1/19
- ST3 Stations



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All Other Departments 425-551-7254

Neighborhood Focus Group Notes April 26, 2018

Quarterly meeting of the Mill Creek Neighborhood Focus Group. Facilitated by Joni Kirk, City of Mill Creek Communications and Marketing Director.

I. Welcome and Reminder of Meeting Purpose

Communications and Marketing Director Joni Kirk introduced herself, Communications and Marketing Coordinator Gordon Brink, Director of Public Works and Development Services Director Gina Hortillosa, and Deputy Chief of Police Scott Eastman. She thanked participants for coming and reminded attendees that the meeting's purpose is to talk about issues in their neighborhoods, and learn about and provide feedback on what the City is doing.

II. Introductions of Members

The 12 neighborhood representatives introduced themselves and their respective neighborhoods, including:

- Amberleigh: Mark Beales
- Apple Tree at Thomas Lake: Jerry Popovice
- Emerald Heights: Lynn Weber
- Highlands: Deborah Mauldin
- Lakewood Condos: Barbara Hubbard
- MCCA: Hilary Bublitz
- North Pointe: Whitney Cummins
- The Lakes: Janet Ott
- The Masters: Nik Halladay
- The Parks: Bob Goodmark
- The Springs: Larry Mayer
- Webster's Pond: Peter Furtado

III. City Projects or Programs

• 35th Avenue SE Reconstruction

Director Hortillosa gave an update on the project, including the successful contractor. She noted that there is a 12-week lead time to receive the pilings that are essential for the job. Director Kirk provided FAQs about project and shared other communication resources about the project. She discussed pin piles and the noise it will entail. She discussed the planned detour route and defined what "local access" means for this project. She also shared about traffic mitigation efforts that the City will undertake.

- **City Council Long-term Planning**

Director Kirk noted that the final City Council work session for long-term planning should be completed the first week of May. The departments will take the Council's vision and begin developing departmental priorities. There will be opportunity for public review.

- **Party in the Parks Events**

Director Kirk shared about this new event series that will run on the third Tuesdays of June, July and August. The purpose is to create localized community-focused events. The event will rotate through all the parks every three years.

City Update:

The June event has been rescheduled for the third Tuesday of September at Cougar Park.

IV. City Responses to Issues Raised at the January 2018 Meeting

- Attendees were given notes from the January 2018 meeting with the City responses to issues raised.
- Director Kirk gave an update on the guard rail on Seattle Hill Road. The manufacturer is experiencing a long lead time for materials, which are expected to arrive in May.

V. Current Issues / Topics from Focus Group Members and Their Residents

- An attendee asked if parking spaces would be included in the design of the new development along 132nd (The Farm). Director Hortillosa noted the plan is still under review, but stated that parking is an essential element. She also shared about the spine road that the developer will be building, which will connect the development to 132nd Street SE at 39th Drive SE. Attendees asked if the spine road would connect through to Seattle Hill Road. Director Hortillosa noted that it would be costly to complete that connection, so significant grant funding would be required. The City will continue evaluating this long term project and most likely it will need to be broken down in phases.
- Deborah Mauldin from Highlands asked about the status of two homes along Seattle Hill Road that were previously owned by brothers and were recently sold. She is concerned that they will be torn down for multi-family housing and that the trees will be removed. She wondered what the code allows for tree removal and if the City had the ability to control what transpires on the property. She shared that there is already flooding in Highlands each spring from the water shed down the hill, and is concerned that there will be additional flooding due to excavation or tree removal up the hill.

City Response:

At this time, there is no application to develop the properties behind her back yard. The City has had some conversations with a potential developer of the properties. The properties were recently listed for sale and may have been sold. The subject property is zoned for single family homes and can be developed as such. It looks like there is already a HOA-owned property with a trail between Ms. Mauldin's lot and the potential development. Drainage

issues will be assessed if and when the City receives a development application.

- Bob Goodmark raised the issue of the roundabout in The Parks, where recently a school bus went the wrong way. Deputy Chief Eastman shared that officers had worked with the school bus drivers and that the larger bus currently used on the route will not fit around the roundabout. He noted that going the wrong way is not okay and the issue is actively being addressed. Mr. Goodmark suggested removing the roundabout, noting that one side of traffic doesn't even have to move for the roundabout because the roundabout is off-centered. Director Hortillosa noted the City will review this idea.

City Response:

The City has added Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) compliant directional signs at both roundabouts in order to provide clear direction to drivers on how the roundabout should be handled and improve safety. City Supervising Engineer Kamal Mahmoud met with Mark Burroughs on August 6 to provide more clarity on the purpose of the signs. Removal of the roundabout will require further evaluation. At this time, this project has not received priority status to be funded in the City's CIP.

- An attendee asked what Community Transit Swift Green Line is doing by widening the road. Director Hortillosa noted the widening is creating a space for the bus to pull in; it is not creating a new lane. Another attendee asked if Community Transit could move their pull out lane further south of 164th Street SE due to impacts from turning traffic. Director Kirk shared that adaptive traffic lights will change the turn cycle to follow the regular flow of traffic if a bus is currently stopped. The Swift Green Line bus is estimated to be stopped only 10 seconds at a time, so a lagging turn light will enable the bus to move on before turning traffic enters 527 southbound.
- Mark Beales again raised the topic of closing the media gap on 164th Street SE where people turn into McDonalds or completely drive across all lanes of traffic. He wonders if the City can close it for safety and traffic mitigation concerns.

City Response:

This request is being evaluated by Mill Creek Police and the Public Works and Development Services department. Making adjustments to the turn lane also impacts access to the local businesses. Staff will evaluate if this project should be included in the upcoming CIP

- Attendees commented on the new website and think the new look and navigation is great. A question was raised if there is an archival feature on the website about the historical information about the strategic plan. Director Kirk noted the City will look into this and see which information currently is available.

City Response:

This issue is on hold while other issues pertaining to the website and its search functionality of older materials is addressed.

- An attendee asked if a back access road could be added to the Thomas Lake Shopping Center. Due to high traffic on 35th Avenue SE, it is very difficult to get in and out of the center. It was noted that behind the Dollar store there is a service road, and people asked if that could be an in only/out only option.

City Response:

This request is being evaluated by the Public Works and Development Services department. Staff will evaluate if this project should be included in the upcoming CIP.

- An attendee asked about the City's plans for preservation of the wetlands along 35th Avenue SE. Director Kirk noted there is potential for a wildlife sanctuary to be created by City. This was recently raised as a long-term idea by the City Council. Director Hortillosa shared the example of the Narbeck Wetland Sanctuary by Paine Field. She noted that creating such a sanctuary is a multi-decade process and involves public-private partnerships.
- An attendee raised concern about eastbound traffic on Mill Creek Road as it winds up the hill from 164th. He noted that people are going to fast up the hill, creating challenges for people in the Emerald Heights neighborhood for turning onto Mill Creek Road even when the road looks open. He wondered if there is a way to help slow people down. He asked if a flashing speed indicator could be place.

City Response:

The posted speed (uphill) of 30 miles per hour is clearly indicated by a sign east of the intersection of 164th St. and Mill Creek Road. Understandably, with the growth in the Southwest Urban growth area of the County, there has been an increase in traffic on this road that makes challenging for vehicles to exit the Emerald Heights neighborhood. For non-signal intersections and access points, a study (such as a gap study) could prove beneficial to evaluate this location. At this time, this project has not received priority status to be funded in the City's CIP.

- An attendee noted that at the corner of Seattle Hill Road and 35th Avenue SE, when westbound Seattle Hill Road traffic is turning south onto 35th with a turn light, people who are facing eastbound on Seattle Hill Road turn in front of them. He wondered if anything could be done to force people turning south to wait. The group was empathetic of the situation and discussion centered on people who don't care about the negative impact on others. It was noted by one person that "We need about 10 more 'Chris Whites' for traffic enforcement; buy that woman a great Christmas gift!"

City Response:

The police department has shared this concern with patrol officers and asked that they pay attention to this particular violation. This is more likely an issue of driver inattention as opposed to intentional disregard for the law.

VI. Upcoming Events

Director Kirk shared about upcoming events in Mill Creek.

- May 5: Semi-Annual Mill Creek Garage Sale
- May 12: Art Walk / Wine Walk in Mill Creek Town Center

- May 19: Day of Hope
- May 25: Mill Creek Farmers Market grand opening
- May 28: Memorial Day Commemorative Ceremony and Parade

VII. Closing Thoughts

- The next meeting was set for Thursday, September 13, at 7 p.m. It will be held in City Hall North, room 201, which is more conducive to the group.



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

Neighborhood Focus Group Agenda Sept. 13, 2018

Quarterly meeting of the Mill Creek Neighborhood Focus Group.

- *Facilitated by Joni Kirk, City of Mill Creek Communications and Marketing Director*

- I. Welcome and Reminder of Meeting Purpose
- II. Introductions of Members
- III. City Projects or Programs
 - The Farm at Mill Creek
 - 35th Avenue SE Reconstruction Status
 - Budget Survey
 - Historical Preservation Project
 - Block Party Trailer
- IV. City Responses to Issues Previously Raised
- V. Current Issues / Topics from Focus Group Members and Their Residents
- VI. Upcoming Events
 - Sept. 29: Run with Heart
 - Sept. 29: Wine and Beer Walk
 - Oct. 6: Semi-Annual Mill Creek Garage Sale
 - Oct. 31: Treats on Main and Trunk-or-Treat
 - Nov. 10: Veterans Day Commemorative Ceremony and Parade
 - Dec. 1: Santa Parade and Tree Lighting
- VII. Closing Thoughts

cityofmillcreek.com

Facebook: [Facebook.com/MillCreekWA](https://www.facebook.com/MillCreekWA)

Twitter: [@MillCreekWA](https://twitter.com/MillCreekWA)

Instagram: [@CityofMillCreek](https://www.instagram.com/CityofMillCreek)



Senior Center Focus Group Minutes May 15, 2018

Second quarterly focus group meeting of the Mill Creek Senior Center.

- *Facilitated by Joni Kirk, City of Mill Creek Communications and Marketing Director*
- *Minutes recorded by Gordon Brink, City of Mill Creek Communications and Marketing Coordinator*

I. Welcome and Purpose

Director Joni Kirk distributed agendas and started the meeting at 10 a.m. She noted the purpose for the meeting was to share about the new Senior Center, as well as to get thoughts/feedback about things within the City.

II. Introductions

City staff, Northshore staff and participants made introductions to the group. There were 9 in attendance.

III. Quarterly Topics

a. New Senior Center

Since the new Senior Center opened earlier in May, Director Kirk asked the participants' thoughts on new space. They expressed a desire for Vintage to provide a map of parking that is available to the Senior Center. They also noted that there are not enough handicapped spots available.

Residents also voiced concerns about not being able to turn left onto 132nd. Director Kirk explained that The Farm at Mill Creek development should add additional options for turning left onto 132nd Street SE.

Otherwise, the general consensus is that the space "seems nice."

b. Mill Creek Construction Update

Director Kirk provided an update on the 35th Avenue reconstruction project. A contractor was recently selected.

c. Mill Creek Farmers Market

Director Kirk shared that the farmers market would be taking place in Mill Creek City Hall North parking lot on Fridays from noon to 5 p.m. beginning May 25. Someone asked about EBT options. Director Kirk noted that with EBT, there is a one year waiting period for the market to be able to add it and that they would revisit the need for EBT next year.

d. Strategic Plan

Director Kirk informed the attendees that the strategic plan from the City Council would be available for comment sometime around June or July.

e. The Farm

There was brief discussion about the proposed project next door for The Farm at Mill Creek. Director Kirk informed participants that the City is asking for long term green space as a part of The Farm project. Additional details will be forthcoming.

f. Upcoming Events

- Mill Creek Farmers Market launches May 25 and runs through Aug. 31.
- May 28: Memorial Day Commemorative Ceremony and Parade

IV. Closing Thoughts

The next focus group meeting will take place Aug. 14 at 10 a.m. The meeting was adjourned at 10:45 a.m.



Senior Center Focus Group Minutes August 14, 2018

Second quarterly focus group meeting of the Mill Creek Senior Center.

- *Facilitated by Joni Kirk, City of Mill Creek Communications and Marketing Director*
- *Minutes recorded by Gordon Brink, City of Mill Creek Communications and Marketing Coordinator*

I. Welcome and Purpose

Director Joni Kirk distributed agendas and started the meeting at 10 a.m. She noted the purpose for the meeting was to share about the new Senior Center, as well as to get thoughts/feedback about things within the City.

II. Introductions

City staff, Northshore Senior Center staff and participants made introductions to the group. Community Transit, Touch Tone Phone Services and Susan Del Bene's office were also in attendance.

III. Quarterly Topics

1. City Hall Update

Director Kirk informed the focus group attendees that work is business as usual at the City under the leadership of Interim City Manager Bob Stowe.

2. The Farm at Mill Creek

Director Kirk informed the attendees that the Farm at Mill Creek would be a mixed use space comprised of both commercial and residential units. The developer has received questions from the City to answer following a technical review. Green space is a concern for the City and is included in the questions. A revised application is expected in the next month or so. A public hearing is expected to take place this winter.

Questions raised by participants related to The Farm included:

- Will there be a road to 44th?
- Will there be a new crosswalk across 132nd Street SE included with the building of The Farm? The current crosswalk does not allow adequate time for residents to cross with walkers or scooters.
- Will speedbumps be considered as a way to mitigate traffic through the area?
- What is the expect number of units or population for the Farm?
- What is the expect target income level for residents?
- We were promised a police department and market at the Vintage, what has become of that?
- What parking will be included with the Farm?
- How will they manage trash?
- How will dirt and dust be managed during construction?

Director Kirk noted she would share these questions with the Planning team.

3. 35th Ave Update

Director Kirk updated the attendees on the change order submitted by the City to fix the culverts for the waterway. She also mentioned that the pile driving is currently being done via a vibrating hammer, which is much quieter. However, she cautioned that the louder, repetitive sound may occur with future pile driving. Director Kirk also discussed some of the traffic issues in neighborhoods adjacent to 35th Avenue SE and asked attendees to not drive in those neighborhoods if they do not live in there.

4. Desired Budget outcomes 2019 – 2020

Director Kirk shared the Desired Budget Outcomes as finalized by Interim City Manager Bob Stowe and the City Council.

She discussed revenue options, including the potential to adjust surface water rates to help with expected infrastructure improvements.

She also walked through the 12 expense categories to help residents understand each item. Attendees affirmed the Desired Budget Outcomes.

Finally, Director Kirk noted that the City will be creating a survey for residents to give feedback. Questions that were raised in the meeting included:

1. Where do we sign up for volunteer programs? Director Kirk shared that information is available at www.cityofmillcreek.com/volunteer.
2. Will the surface water rate increase affect rent at Vintage? Peggy from Vintage Housing noted that rates would not increase for residents.
3. Has the City thought about things like human services like the Food Bank, Senior Center and transportation? Director Kirk thanked the Senior Center staff for providing this feedback and noted she would share it with City Staff as the biennial budget and work plans were developed.
4. How much do we have in our reserves? Director Kirk noted she would work with Finance staff to provide this number.
5. We need signage for the senior center. There used to be a sign in front of City Hall for the senior center, can we have that? The City will look into the status of the previous sign. However, the Senior Center is responsible for other signage.
6. Is there a section on the website for seniors? Something that we can just click on from the home page that will take us to topics we will be interested in? Director Kirk noted that topics for seniors can be very broad and suggested residents use the prominent search bar to find topics that are of interest.
7. What Fire District are we in? We are in Snohomish County Fire District 7.
8. Will the City partner with the Senior Center or create its own recreational programs for seniors? Director Kirk stated that her team will work with the Senior Center to identify recreational opportunities.

5. Historical Preservation Project

Director Kirk shared that the City is exploring a historical preservation project that would create a timeline of the City's history and be done in an aesthetically pleasing manner. The City is looking for information and photos on the City for this historical timeline and is enlisting help of residents, especially long-time Mill Creek folks.

IV. Closing Thoughts

The next focus group meeting will take place Nov. 2 at 10 a.m. The meeting was adjourned at 11:05 a.m.



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All Other Departments 425-551-7254

Senior Center Focus Group Agenda August 14, 2018

Quarterly meeting of the Mill Creek Senior Center Focus Group. Facilitated by Joni Kirk, City of Mill Creek Communications and Marketing Director.

- I. Welcome and Reminder of Meeting Purpose
- II. City Hall Update
- III. The Farm at Mill Creek
- IV. 35th Avenue Update
- V. Desired Budget Outcomes 2019-2020
- VI. Historical Preservation Project
- VII. Closing Thoughts

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**CITY OF MILL CREEK
DESIGN REVIEW BOARD MEETING MINUTES
July 19, 2018**

Approved August 16, 2018

DRB Members:

Dave Gunter, Chair (absent)
David Hambelton, Vice Chair (absent)
Tina Hastings
Diane Symms
Beverly Tiedje

Community Development Staff:
Christi Amrine, Senior Planner
Sherrie Ringstad, Associate Planner

I. CALL TO ORDER:

Member Tiedje, who was serving as the acting chair in the absence of the Chair and Vice Chair, called the meeting to order at 5:15 p.m.

II. ROLL CALL:

All members were present as noted above except Chair Gunter and Vice Chair Hambelton, whose absence is excused.

III. MINUTES:

A. Minutes of June 21, 2018

MOTION: Member Hastings moved, seconded by Member Symms, to approve the June 21, 2018 minutes as revised. The motion was approved unanimously.

IV. NEW BUSINESS:

The Pointe Condominiums - Monument Sign

Senior Planner Amrine stated that the project before the Board is a proposed residential identification sign for The Pointe Condominiums. The staff presentation included a review of the DRB's scope of authority, a description of proposal, and existing site photos. She stated that the existing sign has deteriorated and the trellis had to be removed. The intent

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is to update the look, remove some of the lawn and add a landscape bed to surround the new sign that looks intentional. The sign is a natural rock, Pennsylvania Bluestone, which is 44 inches high and 55 inches wide. The rock will be sunk two feet deep in concrete. She noted that some of the existing landscaping will be retained and it will be enhanced with additional shrubs. The existing LED lighting will be retained as well as the irrigation, which will be relocated. Ms. Amrine confirmed that the sign meets the dimensional and setback requirements contained in the Code and stated that staff is recommending approval.

The Board discussed the proposal and had several questions regarding the fire hydrant, the utilities, and the actual height and area where soil will be added to level the site as well as the dimensions of the existing wall. Member Hastings suggested that the applicant contact the utilities for their requirements and to confirm that there is no conflict with the fire hydrant. Member Hastings felt that there isn't enough information to make a decision on the proposal tonight and suggested that a more detailed site plan be requested showing dimensions. The Board Members present agreed to a special meeting on August 15, 2018, so the applicant wouldn't be delayed too much in implementing their plan.

MOTION: Member Hastings moved to postpone a decision on the proposed monument sign because there wasn't enough information to determine if the sign is consistent with the design criteria contained in the Code. The applicant shall be asked to provide a site plan drawn to scale showing the area from the existing wall out to the sidewalk, showing all elements of the proposal including the existing wall, the landscaping, the one-man rocks, the proposed location of the new sign, the area where additional soil is proposed to level the site and including the street light, the fire hydrant, the utility boxes with exact dimensions. Also to provide the dimensions of the wall itself. The motion was seconded by Member Symms. The motion was approved unanimously.

V. ADJOURNMENT:

Member Tiedje adjourned the meeting with the consensus of the Board at 5:50 p.m.

Submitted by:


Sherrie Ringstad, Associate Planner