



CITY COUNCIL AGENDA

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

Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly • Donna Michelson •
Vince Cavaleri • Mike Todd • Mark Bond

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 City Clerk at (425) 921-5732 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. 2015-795

Next Resolution No. 2015-533

**June 23, 2015
City Council Meeting
6:00 p.m.**

CALL TO ORDER:

FLAG SALUTE:

ROLL CALL:

AUDIENCE COMMUNICATION:

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

OLD BUSINESS:

- A. East Gateway Zoning Options*
(*Rebecca C. Polizzotto, City Manager*)

**No packet material for this item - presentation only*

NEW BUSINESS:

- A. Interlocal Agreement Between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force
(Rebecca C. Polizzotto, City Manager)
- B. Construction Contract Award for Exterior Repairs and Painting for City Hall and the Annex Building
(Rebecca C. Polizzotto, City Manager)
(If approved, would take Resolution #2015-533)
- C. Construction Contract Award for 2015 Citywide Asphalt Repair Project
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA:

- A. Approval of Checks #53887 through #53963 and ACH Wire Transfers in the Amount of \$276,364.36.
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)
- B. Payroll and Benefit ACH Payments in the Amount of \$302,647.03.
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)
- C. City Council Meeting Minutes of May 26, 2015
- D. City Council Meeting Minutes of June 2, 2015
- E. City Council Meeting Minutes of June 9, 2015
- F. Ordinance of the City of Mill Creek, Washington, Adopting Amendments to Title 18.06 in the Mill Creek Municipal Code *(If approved, would take Ordinance #2015-795)*
At the June 2, 2015 City Council meeting, staff presented an ordinance that would amend the Critical Areas Regulations (MCMC Title 18.06) to specifically adopt the new wetland rating system adopted by the Department of Ecology and clarify other provisions in the Code. Following the presentation, Council requested minor revisions to the Ordinance. Accordingly, staff has revised the ordinance to: 1) add a definition for the term "permittee-responsible innovative mitigation; and 2) revise a sentence on page 6 of the ordinance substituting the word "replace" with the word "mitigate" to make the meaning of the sentence clearer.

REPORTS:

- A. Mayor/Council
City Manager
City Attorney
Finance Director
Director of Community Development
Public Works Director
Police Chief
City Clerk

AUDIENCE COMMUNICATION:

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

ADJOURNMENT



Agenda Item # New-A
Meeting Date: June 23, 2015

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILL CREEK AND THE SNOHOMISH REGIONAL DRUG AND GANG TASK FORCE

KEY FACTS AND INFORMATION SUMMARY: The proposed Interlocal Agreement renews the terms and conditions of the existing relationship between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force.

The purpose of the partnership is to collectively utilize staffing, equipment, funding and expertise from multiple municipal, county, state and federal agencies cooperatively. This consortium provides the resources needed for local, large scale and regional narcotics/gang related investigations.

The renewal cost of entering into the ILA for the period July 1, 2015 through June 30, 2016, is \$4,959 and is funded through the Drug Fund. Pursuant to RCW 10.105.010, the money in the Drug Fund must be used “exclusively for the expansion and improvement of controlled substances related law enforcement activity. Money retained under this section may not be used to supplant preexisting funding sources.” A similar restriction applies to use of the Drug Fund in MCMC 3.38.010. Currently, the funds available in the Drug Fund exceed \$70,000.

The Task Force allows the City to expand and improve the City’s current drug enforcement capabilities. These task force resources support Mill Creek with 34+ trained law enforcement professionals exclusively assigned to drug enforcement, investigations, community education and criminal prosecution.

During the preceding term (July 1, 2014 through June 30, 2015), Mill Creek used Task Force resources on five occasions to assist with large scale/complex narcotics investigations. The Task Force is also the sponsoring agency for the Drug Take Back Program which affords the public with a safe location to dispose of outdated or no longer needed prescription drugs. In 2014/2015 the Mill Creek Police Department collected over 300 pounds of prescription drugs.

CITY MANAGER RECOMMENDATION:

- Authorize the City Manager to execute the Interlocal Agreement between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force to become effective July 1, 2015 through June 30, 2016.

ATTACHMENTS:

- Interlocal Agreement between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force.

City Council Agenda Summary
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Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG & GANG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug & Gang Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following jurisdictions (hereinafter collectively referred to as the “Participating Jurisdictions”):

- | | |
|--------------------------|---------------------------------|
| City of Arlington | City of Mill Creek |
| City of Bothell | City of Monroe |
| City of Brier | City of Mountlake Terrace |
| City of Darrington | City of Mukilteo |
| City of Edmonds | City of Snohomish |
| City of Everett | City of Stanwood |
| City of Gold Bar | City of Sultan |
| City of Granite Falls | DSHS, Child Protective Services |
| City of Index | Washington State Patrol |
| City of Lake Stevens | Snohomish Health District |
| City of Lake Forest Park | |
| City of Lynnwood | |
| City of Marysville | |

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force – Page 1

WITNESSES THAT:

WHEREAS, the State of Washington Department of Commerce (hereinafter "Commerce"), has received funds from the U.S. Department of Justice under authority of the Anti-Drug Abuse Act of 1988 to provide grants to local units of government for drug law enforcement; and

WHEREAS, eligible applicants include cities, counties and Indian tribes; and

WHEREAS, chapter 39.34 RCW permits one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform; and

WHEREAS, Snohomish County and Commerce have entered into a Narcotics Control Grant Contract (hereinafter "Grant Contract") whereby Snohomish County will use specified grant funds solely for a regional task force project consistent with the task force grant application submitted to Commerce on or before July 1, 2013, upon which the Grant Contract is based (by this reference both the Grant Contract and the grant application are incorporated in this agreement as though set forth fully herein); and

WHEREAS, the Participating Jurisdictions recognize the above-mentioned Grant Contract between Commerce and Snohomish County; and

WHEREAS, the Participating Jurisdictions desire to participate as members of the multi-jurisdictional task force with Snohomish County administering task force project grants on their behalf; and

WHEREAS, the Participating Jurisdictions desire to enter into an agreement with Snohomish County to enable Snohomish County to continue to be the receiver of any grant funds related to the task force project; and

WHEREAS, each of the Participating Jurisdictions represented herein is authorized to perform each service contemplated for it herein;

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE CONTINUATION, TERM, AND PURPOSE

- 1.1 The countywide multi-jurisdictional task force, composed of law enforcement, prosecutor, and support personnel, known as the Snohomish Regional Drug & Gang Task Force (hereinafter "Task Force"), was created pursuant to the Interlocal Agreement Among Participating Jurisdictions dated January 18, 1988. The Task Force has operated on a continuous basis since that time under a series of interlocal agreements, the most recent effective from July 1, 2014, through June 30, 2015. This Agreement shall serve to continue the operation of the Task Force.
- 1.2 The term of this Agreement shall be from July 1, 2015, through June 30, 2016, unless earlier terminated or modified as provided in this Agreement.
- 1.3 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.
- 1.4 The Task Force agrees to perform the statement of work indicated in the Task Force Abstract set forth in the application for funding between Commerce and Snohomish County. Therefore each Participating Jurisdiction adopts the following Task Force goals:
 - Reduce the number of drug traffickers and gang members in the communities of Snohomish County through the professional investigation, apprehension and conviction.
 - Efficiently attack, disrupt and prosecute individual and organized mid to upper level drug traffickers and street gang members who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable.

- Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information.
 - To address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.5 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment and technical resources as stated in this Agreement.
- 1.6 The Task Force will implement operations, including:
- a. Development of intelligence
 - b. Target identification
 - c. Investigation
 - d. Arrest of Suspects
 - e. Successful prosecution of offenders, and
 - f. Asset forfeiture/disposition
- 1.7 The Task Force shall evaluate and report on Task Force performance to Commerce as required in the Grant Contract.

2.0 ORGANIZATION

- 2.1 Exhibit "D", incorporated herein by this reference, sets forth the organization of the Task Force.
- 2.2 The Task Force Executive Board shall be comprised of the Snohomish County Prosecuting Attorney, the Snohomish County Sheriff, the Everett Police Chief, the Everett City Attorney, and one (1) chief of police from the remaining Participating Jurisdictions chosen by the chiefs of police of the remaining Participating Jurisdictions. The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same

rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on a majority vote.

- 2.3 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office (SCSO) through the Task Force Commander. The Task Force Commander will be an employee of Snohomish County for all purposes and, if not a regular SCSO deputy, will hold a special commission for that purpose.
- 2.4 Exhibit "A", incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.
- 2.5 Participating Jurisdiction Employees: Personnel assigned to the Task Force by Participating Jurisdiction shall be considered employees of that Participating Jurisdiction. All rights, duties, and obligations of the employer and the employee shall remain with that individual jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, with regard to its employees.

3.0 FINANCING

- 3.1 Exhibit "B", incorporated herein by reference, sets forth the estimated Task Force Grant Contract budget. Participating Jurisdictions agree to provide funds that in the aggregate will allow for at least a one-third match of the funds awarded under the Grant Contract ("Local Match").
- 3.2 Exhibit "C", incorporated herein by reference, sets forth the Local Match breakdown for the period from July 1, 2015, to June 30, 2016. Although State and/or Federal Grant funds may vary from the amount initially requested, each

Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit "C", and to pay its funding share to Snohomish County as administrator of Task Force funds promptly upon request.

- 3.3 As required by the Grant Contract, each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to narcotics enforcement activities and that no Task Force activity will supplant or replace any existing narcotic enforcement activities.
- 3.4 Except as modified by section 5.3 below, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in a designated special account for the purpose of supporting Task Force operations, and all real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 3.5 Upon termination of the Task Force, all funds remaining in said special account shall be disbursed pro rata to the then-current Participating Jurisdictions in proportion to the percentage of their most recent contribution to the Local Match indicated in Exhibit "C".

4.0 GENERAL ADMINISTRATION

- 4.1 Snohomish County agrees to provide Commerce with the necessary documentation to receive grant funds.
- 4.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified assurances required by the Grant Contract that are within its particular control, and agrees to make all its records related to the Task Force available for inspection consistent with the Grant Contract.
- 4.3 All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and

resources available to the Task Force, Snohomish County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 10.0 of this Agreement.

- 4.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for arbitration. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in section 10.0 of this Agreement.

5.0 ASSET FORFEITURE

- 5.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by officers assigned to the Task Force during the pendency of this agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County on behalf of the Task Force and its Participating Jurisdictions.
- 5.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with law and Task Force procedures.
- 5.3 A portion of the net monetary proceeds of each asset forfeiture made by the Task Force shall be distributed to the involved investigating agencies

commensurate with their participation as determined by prior agreement between the Task Force Commander and said agencies, or in the absence of such agreement, by the Task Force Executive Board, prior to dedication of the remaining proceeds to the Task Force as specified in section 3.4. As long as the personnel assignments stated in Exhibit "A" remain unchanged, distributions to Snohomish County and the City of Everett under this subparagraph shall be 40 percent each of the net monetary proceeds remaining after distributions under this subparagraph to Participating Jurisdictions other than Snohomish County and the City of Everett. If assignments change from those stated in Exhibit "A", the Task Force Executive Board may modify the relative percentage allocations to Snohomish County and the City of Everett on a case-by-case or permanent basis. For purposes of this subparagraph, the term "net monetary proceeds" means cash proceeds realized from property forfeited during the term of this agreement that is not retained for use by the Task Force after deducting all costs and expenses incurred in its acquisition, including but not limited to the cost of satisfying any bona fide security interest to which the property may be subject at the time of seizure, the cost of sale in the case of sold property (including reasonable fees or commissions paid to independent selling agencies), amounts paid to satisfy a landlord's claim for damages, and the amount of proceeds (typically ten percent) payable to the State of Washington under RCW 69.50.505(9) or similar law.

- 5.4 The Task Force may retain funds in an amount up to \$250,000.00 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- 5.5 Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

5.6 Upon termination of the Task Force, the Task Force Executive Board shall dispose of the Task Force's interest in assets seized or forfeited as a result of this agreement in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with sections 5.3 and 3.5.

6.0 ACQUISITION AND USE OF EQUIPMENT

- 6.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to: materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 6.2 In the event that any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 6.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes as directed by the Task Force Commander.
- 6.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.
- 6.5 Upon termination of the Task Force, the Task Force Executive Board shall dispose of all acquired equipment in accordance with applicable federal, state and county requirements, and shall distribute proceeds in accordance with section 3.5.

7.0 MODIFICATION

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing jurisdictions with the same formality as this Agreement.

8.0 NONDISCRIMINATION PROVISION

There shall be no discrimination against any employee who is paid by the grant funds or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

9.0 TERMINATION OF AGREEMENT

9.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the agreement as it pertains to it by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force, and shall be entitled to distributions under section 5.3 of this Agreement with respect to asset forfeitures initiated before the effective date of withdrawal.

9.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement, or may reduce its scope of work and budget.

10.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend

any such matter to the extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

11.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

12.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements pursuant to section 5.3 hereof, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

13.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once filed as specified in section 15.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

14.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

15.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County's or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

THE COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Judsey M. Downy 5/21/15
Deputy Prosecuting Attorney

EXHIBIT A

Snohomish Regional Drug & Gang Task Force

Personnel Assigned by Jurisdiction
July 1, 2015 through June 30, 2016

EVERETT POLICE DEPARTMENT

- 1 Lieutenant
- 1 Sergeant
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Support Personnel

FUNDING

- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD
- Everett PD

VACANT

ARLINGTON POLICE DEPARTMENT

- 1 Detective - K9

FUNDING

- Arlington PD

MARYSVILLE POLICE DEPARTMENT

- 1 Detective

FUNDING

- Marysville PD

VACANT

BOTHELL POLICE DEPARTMENT

- 1 Detective

FUNDING

- Bothell PD

VACANT

SNOHOMISH COUNTY SHERIFF'S OFFICE

- 1 Task Force Commander
- 1 Lieutenant
- 1 Sergeant
- 1 Sergeant
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Detective
- 1 Information Deputy
- 1 K9 Detective
- 1 Reserve Deputy
- 1 Support Staff

FUNDING

- Justice Assistance Grant
- Snohomish County Sheriff
- Justice Assistance Grant
- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff
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- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff
- Snohomish County Sheriff

VACANT

SNOHOMISH HEALTH DISTRICT

1 Local Health Officer

FUNDING

Snohomish Health District

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

1 Deputy Prosecutor

1 Support Staff

1 Deputy Prosecutor

FUNDING

Justice Assistance Grant

VACANT

Snohomish County Prosecutor

Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective

1 Case Worker

1 Agent

FUNDING

Washington State Patrol

DSHS, Child Protective Services

Department of Corrections

WA STATE GAMBLING COMMISSION

1 Agent

FUNDING

Washington State

NATIONAL GUARD

1 Intelligence Analyst

FUNDING

Washington National Guard

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

1 Agent

FUNDING

ATF

VACANT

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

Drug Enforcement Agency

VACANT

INTERNAL REVENUE SERVICE

1 Agent

FUNDING

Internal Revenue Service

IMMIGRATION AND CUSTOMS ENFORCEMENT

1 Agent

FUNDING

Immigration And Customs Enforcement

NAVAL CRIMINAL INTELLIGENCE SERVICE

1 Agent

FUNDING

NCIS

VACANT

FEDERAL BUREAU OF INVESTIGATIONS

1 Agent

FUNDING

FBI

EXHIBIT B

Snohomish Regional Drug & Gang Task Force

Byrne/JAG Grant Estimated Operating Budget for July 1, 2015 through June 30, 2016

	<u>FEDERAL FUNDS</u>	<u>LOCAL MATCH</u>	<u>TOTAL</u>
Salaries	122,000	145,894	267,894
Benefits	23,000	49,410	72,410
Contracted Services	0	0	0
Goods and Services	0	0	0
Travel	0	0	0
Training	0	0	0
Equipment	0	0	0
Confidential Funds	0	0	0
TOTALS	\$145,000	\$195,304	\$340,304

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT C

Snohomish Regional Drug & Gang Task Force

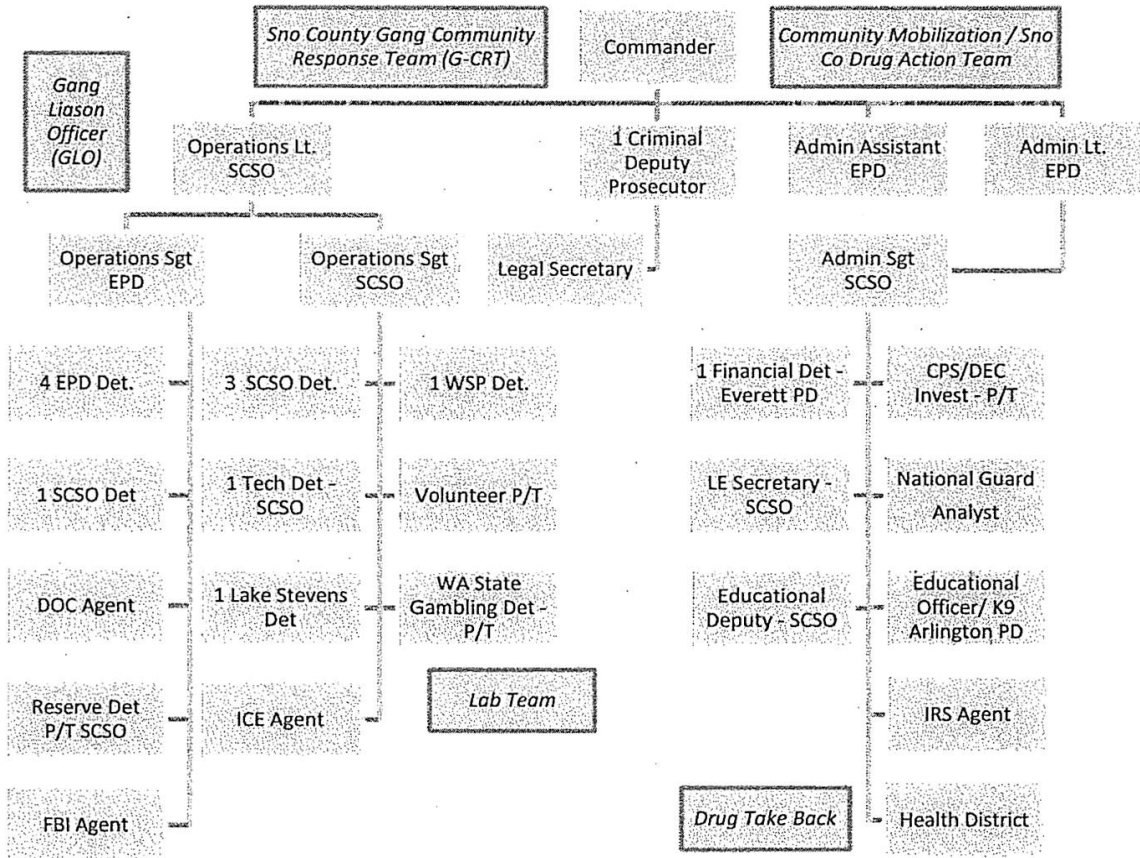
Local Match Breakdowns for July 1, 2015 through June 30, 2016

JURISDICTION	POPULATION	PERCENTAGE	AMOUNT
Arlington	18,360	2.48%	\$ 4,848
Bothell	17,020	2.30%	\$ 4,494
Brier	6,345	0.86%	\$ 1,675
Darrington	1,350	0.18%	\$ 356
Edmonds	39,950	5.39%	\$ 10,548
Everett	104,900	14.16%	\$ 27,697
Gold Bar	2,085	0.28%	\$ 551
Granite Falls	3,390	0.46%	\$ 895
Index	180	0.02%	\$ 48
Lake Stevens	29,170	3.94%	\$ 7,702
Lake Forest Park	-	-	\$ -
Lynnwood	36,030	4.86%	\$ 9,513
Marysville	62,600	8.45%	\$ 16,528
Mill Creek	18,780	2.53%	\$ 4,959
Monroe	17,660	2.38%	\$ 4,663
Mountlake Terrace	20,530	2.77%	\$ 5,421
Mukilteo	20,540	2.77%	\$ 5,423
Snohomish	9,270	1.25%	\$ 2,448
Snohomish County	320,335	43.23%	\$ 84,579
Stanwood	6,530	0.88%	\$ 1,724
Sultan	4,665	0.63%	\$ 1,232
DSHS, CPS	-	-	\$ -
Snohomish Health District	-	-	\$ -
Washington State Patrol	-	-	\$ -
PARTICIPATING JURISDICTIONS' TOTALS:			\$ 195,304

Interlocal Agreement Establishing
Snohomish Regional Drug & Gang Task Force

EXHIBIT D

SRDGTF Executive Board
 Chief of Everett (Asst Chair), Chief of Lynnwood, Snohomish County Sheriff (Chair),
 Snohomish County Prosecutor, City of Everett Attorney, SRDGTF Commander



ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____



Agenda Item # New-B
Meeting Date: June 23, 2015

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: CONSTRUCTION CONTRACT AWARD FOR EXTERIOR REPAIRS AND PAINTING FOR CITY HALL AND THE ANNEX BUILDING

KEY FACTS AND INFORMATION SUMMARY: Both City Hall and the Annex building need exterior repairs and painting. Both buildings have numerous small areas where the paint has bubbled or peeled off and on City Hall several plywood exterior panels are starting to delaminate. (See attached photos). It has been approximately ten years since the Annex was last painted and 14 years for City Hall. The proposed contract work will replace the failed wood panels with a more durable product, replace all the concrete joint sealant, remove the no-longer-needed fire sprinklers on the front of City Hall and patch the resultant holes, and repaint both buildings.

This project was advertised for bids in the Daily Journal of Commerce and through the Municipal Research Service Center (MRSC) Small Works Roster. Seven bids were received and opened on May 28, 2015, ranging in cost (w/o sales tax) from \$83,275 to \$104,975. K & K Construction, LLC submitted the lowest responsive bid. A copy of the bid tabulation sheet is attached.

The budget estimate for the project was \$90,000 to \$110,000. The bid was from K&K Construction was \$91,270. \$35,000 of the project cost will be paid from Capital Fund 316 and the balance of the project cost will be paid from the Annex Fund 145. The project cost is included and in accordance with the adopted 2015-2016 Biennium Budget.

K & K Construction is located in Port Orchard, and is an owner-operator company, i.e., all four employees are also owners of the company. The owners have performed similar work on many contracts of this size and larger for the Highline School District while working as project managers for a larger company. The school district representative spoke very highly of their job knowledge, competency and ability to complete the projects on-time and deliver a good product. Based on the information obtained, K&K Construction meets the legal requirements for a responsive, responsible bidder. The project is anticipated to start in July, and will take approximately one month to complete. Staff will insure the project does not create conflicts with the scheduled summer events, especially the 3-on-3 basketball tournament on July 11th in the Annex parking lot.

CITY MANAGER RECOMMENDATION:

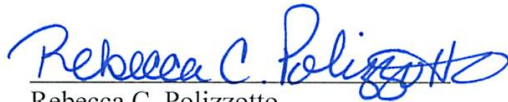
- Approve the attached Resolution to award the construction contract for the 2015 City Hall and Annex Building Exterior Repairs and Painting Project to K & K Construction, LLC, and authorize the City Manager to execute the contract and other appropriate documents.

City Council Agenda Summary
Page 2

ATTACHMENTS:

- Photos of some typical building exterior degradation
- Bid tabulation summary
- Resolution awarding a contract for the 2015 City Hall & Annex Exterior Repairs and Painting Project

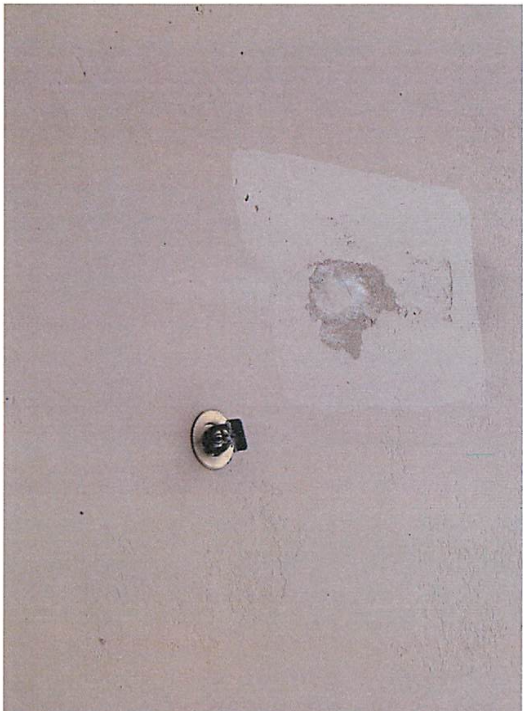
Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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**2015 CITY HALL & ANNEX BUILDING EXTERIOR REPAIR
& PAINTING PROJECT**

Bid Tabulation

Bid Opening: 2:00 PM, Thursday May 28, 2015

Engineer's Estimate	\$90,000 - \$110,000
K & K Construction, LLC	83,275.00
All Phase Interiors, LLC	95,881.13
Accord Contractors, LLC	102,695.00
H.S. Wold Co., Inc.	103,188.29
Northern Pacific Construction	103,940.00
Facelift Painting	104,975.00
Mattila Painting, Inc.	106,541.00

RESOLUTION NO. 2015- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, AWARING THE CONTRACT FOR THE 2015 CITY HALL AND ANNEX BUILDING EXTERIOR REPAIR AND PAINTING PROJECT

WHEREAS, the City of Mill Creek has properly issued invitations to bid for the 2015 City Hall and Annex Building Exterior Repair and Painting Project; and

WHEREAS, the City received bids from seven companies; and

WHEREAS, the City staff has evaluated the bid responses and presented that information to the City Council for review and consideration; and

WHEREAS, the cost to complete the work or improvement, including materials, supplies, and equipment required for the 2015 City Hall and Annex Building Exterior Repair and Painting Project exceeds \$50,000; and

WHEREAS, the Public Works Director has presented a memorandum to the City Council recommending the selection of K & K Construction, LLC as the lowest responsive responsible bidder for the 2015 City Hall and Annex Building Exterior Repair and Painting Project, as outlined in the Agenda Summary memorandum dated June 9, 2015 and

WHEREAS, the City Council agrees with and adopts the findings and recommendations set forth in the Agenda Summary memorandum dated June 9, 2015; and

WHEREAS, the City Council has determined that K & K Construction, LLC is the lowest responsive and responsible bidder on the project; and

WHEREAS, the City Council has determined it is in the public interest to award the contract for the project to K & K Construction, LLC;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The contract for the 2015 City Hall and Annex Building Exterior Repair and Painting Project is hereby awarded to K & K Construction, LLC as the lowest responsive and responsible bidder. The City Manager is authorized to execute the contract and such other documents as are pertinent to this award.

Section 2. The City Council finds that a need exists to award the bid in a timely manner to ensure the construction of the 2015 City Hall and Annex Building Exterior Repair and Painting Project, and that this Resolution shall therefore be effective immediately upon adoption.

Adopted this 9th day of June, 2015 by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

APPROVED AS TO FORM:

SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.:2015-_____

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Agenda Item # New-C
Meeting Date: June 23, 2015

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: CONSTRUCTION CONTRACT AWARD FOR 2015 CITYWIDE ASPHALT REPAIR PROJECT.

KEY FACTS AND INFORMATION SUMMARY: The City Council previously approved the proposed annual work plan for the 2015 Pavement Preservation Program (PPP). The PPP includes the city-wide asphalt repair project (Project) consisting of approximately 175 repair sites, along with associated drainage repairs, and the reconstruction of several landscaped medians.

The Project was advertised for bids for three weeks in the Daily Journal of Commerce, the Everett Herald and through the Municipal Research Service Center (MRSC) contractor roster. A single bid was received in the amount of \$1,018,530.00. The project budget was approximately \$525,000. Accordingly, the bid exceeded the budget by nearly \$500,000. Currently, there is more available work than available contractors thereby driving costs up.

There are several possible options in terms of how to proceed with the Project:

- 1) Accept the proffered bid and complete the planned work this summer. However, this would result in the project exceeding the budget projection by nearly \$500,000 which would in turn limit the City's ability to execute future projects in the CIP.
- 2) Re-scope the project to a smaller size to reduce the cost. While this approach would allow some work to continue within the budget allocation, it would delay other work thereby resulting in potentially higher costs later.
- 3) Reject the bid and re-advertise the project for bid this fall. However, there is no guarantee we would receive more cost effective bids in the current market. Further, bidding the work in the fall may result in work being deferred until next spring due to weather.
- 4) Reject the submitted bid and re-advertise the project for bids in spring 2016. This option would likely result in more bidders due to contractor availability at that time of year, and better cost. However, many residents are expecting some of the associated repairs such as the Highlands Boulevard Median and the Red Cedar Drainage Projects to be completed this year.
- 5) Reject the submitted bid and re-advertise the project for bids in spring 2016. Separate the median reconstruction and drainage work from the asphalt repair project and incorporate this work into the scope of work under the upcoming Concrete Repair Project to be administered by the Public Works Department. This option allows the City to: (1) rebid

City Council Agenda Summary
Page 2

the project at a time when there is more contractor availability thereby achieving better cost savings; (2) avoid delaying maintenance projects; and (3) address the median construction and drainage work in 2015 as planned. The Public Works Director has indicated this shifting of work under the Concrete Repair Project is feasible.

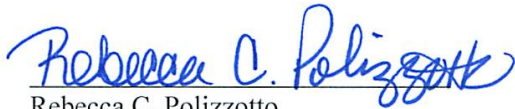
CITY MANAGER RECOMMENDATION:

- Reject the submitted bid from Granite Construction;
- Re-advertise the asphalt repair project for bid in spring 2016;
- Include the higher priority median and drainage reconstruction work in the upcoming concrete repair project later this year.

ATTACHMENTS:

- Bid tabulation sheet

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

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2015 Citywide Asphalt Repair Project
 City of Mill Creek
Bid Tabulation

Bid Opening: 10:00AM, Tuesday, June 2, 2015

No.	Spec. Section	Item	Quantity	Unit	Engineer's Estimate		Granite Construction	
					Unit Cost	Total Cost	Unit Cost	Total Cost
1	1-04	Minor Changes	1	EST	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	1-07	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00
3	1-09	Mobilization	1	LS	\$20,000.00	\$20,000.00	\$26,200.00	\$26,200.00
4	1-10 SP	Flaggers	750	HR	\$50.00	\$37,500.00	\$71.00	\$53,250.00
5	1-10 SP	Project Temporary Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$79,500.00	\$79,500.00
6	2-01 SP	Clearing and Grubbing	1	LS	\$7,500.00	\$7,500.00	\$25,800.00	\$25,800.00
7	2-02 SP	Removal of Structure and Obstruction	1	LS	\$7,500.00	\$7,500.00	\$59,800.00	\$59,800.00
8	2-03 SP	Roadway Excavation Incl. Haul	1	LS	\$5,000.00	\$5,000.00	\$36,200.00	\$36,200.00
9	2-03	Unsuitable Foundation Excavation Incl. Haul	25	CY	\$200.00	\$5,000.00	\$140.00	\$3,500.00
10	2-09	Structure Excavation Class B Incl. Haul	60	CY	\$150.00	\$9,000.00	\$150.00	\$9,000.00
11	2-09	Shoring or Extra Excavation Class B	1	LS	\$1,500.00	\$1,500.00	\$940.00	\$940.00
12	4-04	Crushed Surfacing Top Course	150	TON	\$25.00	\$3,750.00	\$140.00	\$21,000.00
13	4-04	Permeable Ballast	75	TON	\$30.00	\$2,250.00	\$160.00	\$12,000.00
14	5-04	Planing Bituminous Pavement	1650	SY	\$20.00	\$33,000.00	\$26.00	\$42,900.00
15	5-04	Pavement Repair Excavation Inc. Haul	3400	SY	\$25.00	\$85,000.00	\$59.00	\$200,600.00
16	5-04	HMA for Pavement Repair Class 1/2 In. PG 64-22	1400	TON	\$150.00	\$210,000.00	\$230.00	\$322,000.00
17	7-05	Adjust Catch Basin	7	EA	\$500.00	\$3,500.00	\$1,200.00	\$8,400.00
18	7-05	Concrete Inlet	2	EA	\$1,500.00	\$3,000.00	\$3,300.00	\$6,600.00
19	7-05 SP	Connection to Existing Drainage Structure	2	EA	\$500.00	\$1,000.00	\$2,600.00	\$5,200.00
20	7-05 SP	Rolled Frame and Grate	4	EA	\$300.00	\$1,200.00	\$1,300.00	\$5,200.00
21	7-05	Schedule A Storm Drain Pipe 12 In. Diam.	125	LF	\$50.00	\$6,250.00	\$100.00	\$12,500.00
22	8-01 SP	Temporary Erosion and Sediment Control	1	LS	\$2,500.00	\$2,500.00	\$4,300.00	\$4,300.00
23	8-02 SP	Topsoil Type A	100	CY	\$50.00	\$5,000.00	\$200.00	\$20,000.00
24	8-04	Extruded Curb	1060	LF	\$10.00	\$10,600.00	\$19.00	\$20,140.00
25	8-04 SP	Cement Conc. Curb	580	LF	\$25.00	\$14,500.00	\$19.00	\$11,020.00
26	8-14 SP	Cement Conc. Sidewalk	20	SY	\$100.00	\$2,000.00	\$44.00	\$880.00
27	8-14 SP	Cement Conc. Curb Ramp	35	SY	\$250.00	\$8,750.00	\$120.00	\$4,200.00
28	8-21	Plastic Crosswalk Line	64	SF	\$5.00	\$320.00	\$25.00	\$1,600.00
29	8-22	Permanent Signing	1	LS	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00
30	8-30 SP	Root Barrier	675	LF	\$25.00	\$16,875.00	\$12.00	\$8,100.00
					TOTAL BID =	\$524,495.00	TOTAL BID =	\$1,018,530.00



CITY COUNCIL MINUTES

May 26, 2015

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly
Donna Michelson
Vince Cavaleri
Mike Todd
Mark Bond (Absent)

May 26, 2015
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the City Clerk with all Councilmembers present except Councilmember Bond.

Mayor Pruitt noted that Councilmember Bond is on vacation.

MOTION: Councilmember Cavaleri made a motion to excuse Councilmember Bond, Councilmember Kelly seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

There were no comments from the audience.

PRESENTATIONS

Community Transit Update/Swift 2
(Todd Morrow and June DeVoll from Community Transit)

STUDY SESSION

Snohomish County Interlocal Agreement for IT Services
(James Busch, Information Systems and Technology Manager)

The following agenda summary information was presented:

The City of Mill Creek currently has an interlocal agreement with Snohomish County that expires on June 28th, 2015. The interlocal agreement allows the Snohomish County Department of Information Services to provide various information technology goods and information processing services to the City of Mill Creek according to Supplemental Work Orders as executed by the City Manager. Currently, there is one Supplemental Work Order in effect for rack space in the County's data center. The rack space is utilized for networking equipment to connect the City of Mill Creek network to the SNOCOM network. The networking equipment can also be used to connect to other organizations in

Council Meeting Minutes
May 26, 2015
Page 2

the County's data center for a variety of services. The cost of this Supplemental Work Order agreement is \$600/year.

The new interlocal agreement with Snohomish County Department of Information Services is similar to the existing agreement, but has been updated to allow Snohomish County to use rack space in the City of Mill Creek server room and the Snohomish County Public Works Department to transmit information on the City of Mill Creek Fiber cable. Due to the exchange of services between Snohomish County and the City of Mill Creek, the new Supplemental Work Order has been negotiated at a cost of \$0/year. The new agreement will take effect June 29th, 2015 and last for 5 years.

Discussion.

Council discussed the agreement. This item is scheduled for action later in the meeting.

Northwest Washington Incident Management Team

(Tom Gathmann, Public Works Director)

The following agenda summary information was presented:

The Northwest Washington Incident Management Team (NWIMT) was formed in 2006 with the purpose of establishing a coordinated all-hazard type, multi-discipline Incident Management Team (IMT) to respond to significant emergencies that are beyond the capability of a single agency to handle. No other organization meeting this need previously (or currently) exists in Northwest Washington State. It has steadily grown and now includes 26 members in eight counties, comprised of 13 fire districts, seven cities, four counties, a utility district and an emergency management agency. If requested to respond to an emergency, the IMT that deploys can have as many as 20 members and is a highly trained team capable of staffing and running the Emergency Operations Center (EOC) for the event. However, the IMT will only provide those services desired by the entity making the request, and will not assume full management of the incident unless so requested and authorized. NWIMT maintains two teams that can rotate as necessary to staff an Emergency Operations Center (EOC) for extended time periods.

In the past several years, some of the events to which the NWIMT responded include:

- March 3, 2008 - Echo Lake/Street of Dreams arson fires
- September 2, 2008 - 2008 Skagit County/Zamora shootings
- March 27, 2013 - landslide on Island County near Coupeville
- May 23, 2013 - Skagit River I-5 Bridge Collapse
- March 22, 2014 - Oso landslide
- October 24, 2014 - Marysville-Pilchuck High School shooting
- Many forest fires in eastern Washington

Membership in the NWIMT has an annual fee of \$0.05 per capita using the population figures published by the Washington State Office of Financial Management (OFM) for the preceding year. The OFM population for Mill Creek in 2014 was 18,780, so the fee for 2015 will be a prorated portion of \$939. There is no obligation for the City to provide members on one of the two IMTs. In fact, membership on the response teams is limited to highly qualified individuals and the availability of vacancies on the two teams. For those that are qualified and selected to join, training, exercises and equipment is provided. A significant benefit to NWIMT members is that the first 72 hours of

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May 26, 2015
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IMT deployment is at no cost to the member. A major incident that would require the fully staffed IMT and equipment can cost over \$30,000 a day. From this perspective, membership in NWIMT could be considered an inexpensive insurance policy. NWIMT has insurance coverage through the Washington Cities Insurance Authority.

Although some of the information is dated, the general concepts and overview is accurate and informative.

Discussion.

Council engaged in a discussion. This item is scheduled for action later in the meeting.

Emergency Services Coordinating Agency (ESCA) Dissolution

(Tom Gathmann, Public Works Director)

The following agenda summary information was presented:

The City of Mill Creek was one of the founding members of the Emergency Services Coordinating Agency (ESCA), the agency that provides emergency support services to Mill Creek and nine other cities in south Snohomish and north King Counties. On February 10, and February 24 of this year the Council was briefed on the history, role and changes that have taken place at ESCA in the past year. A public meeting was held with the Snohomish County Department of Emergency Management (DEM) and the ESCA Board on February 12, 2015 to discuss services DEM could provide to ESCA cities in Snohomish County. The meeting focused on how DEM might provide a higher level of support than it currently provides to its members, which is a significant concern of ESCA cities. To address this issue, DEM is proposing to add four new staff positions. The funding for these positions will come from the ESCA cities joining DEM and state grant funds formerly allocated to ESCA.

In 2015 the City paid ESCA \$44,431 in membership dues, calculated on a per capita fee of \$2.37 and a Washington State Office of Financial Management (OFM) population of 18,780. It is likely there will be a small reimbursement to the City when all ESCA accounts are reconciled and assets are liquidated by the end of the year. If the City joins DEM, the cost in 2016 will be approximately \$22,500 based on a per capita fee of \$1.15 and a population of 19,600. Please note that neither the OFM population nor the final per capita fee have been finalized at this point in time.

On March 26, 2015 the ESCA Board adopted ESCA Resolution No. 2015-2 which recommends the dissolution of ESCA and termination of the current ESCA Interlocal Agreement (ILA) effective December 31, 2015 and formal action by member City Councils regarding this matter by June 30, 2015. This agenda item is intended to fulfill Mill Creek's responsibility regarding the June 30th deadline, and adoption of the resolution will satisfy that responsibility.

Staff has been actively engaged in discussions with DEM regarding an ILA to bridge the gap between the emergency services ESCA can now provide and entry into DEM on January 1, 2016. A second draft of the ILA is now under review by Snohomish County legal staff and the goal is to bring the final ILA to Council in late June or early July.

Discussion.

Council discussed the dissolution. This item is scheduled for action later in the meeting.

Council Meeting Minutes
May 26, 2015
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Construction Contract Award for a Pedestrian Pathway Lighting Contract
(Tom Gathmann, Public Works Director)

The following agenda summary information was presented:

In 2014, the City Council approved the Capital Improvement Plan (CIP) and Biennial Budget with \$25,000 earmarked in Fund 318 (“Roads”) for a pedestrian lighting project, CIP Project T-21A. The purpose of the project is to improve pedestrian safety and visibility for a roughly 500’ stretch of sidewalk parallel to Village Green Drive that is screened from the street lights by trees. There is a bus stop at the corner of Village Green Drive and Country Club Drive, and for children walking to the bus stop from the east (Springtree, Fairway Fountains, Heatherstone and Woodfern, their choice is to use this sidewalk or walk in the road. During late fall and winter months, the sidewalk route is very dark in the morning and late afternoon when the kids use it. Much of the sidewalk is outside of the street right-of-way and physically located on the Mill Creek Country Club Golf Course and Mill Creek Community Association (MCCA) property. As part of the project, it was necessary to retain the services of a survey company to survey the walkway and prepare legal descriptions for easements for the project from both the Country Club and MCCA.

This project was first advertised in March and three bids were received and opened on March 25, 2015. The low bidder (\$27,926) had misinterpreted the project requirements regarding his responsibility to provide the concrete foundations for the light posts and would not sign a contract for his bid amount. The second lowest bidder (\$31,745) bid had similar concerns, and the net result was we made a decision to revise some requirements, remove one light that was more difficult to get power to, and rebid the project. It was advertised in the Daily Journal of Commerce and on the Municipal Research Service Center (MRSC) Small Works Roster. Five bids were received and opened on May 21, 2015. Valley Electric submitted the lowest responsive bid in the amount of \$29,040.16. The engineer’s estimate for the combined project was \$28,559.30.

Valley Electric is based out of Everett, and is one of the larger electric construction companies in the area. They have a good reputation and have the resources necessary to do the job, and can meet the insurance and bonding requirements. The project construction will start in June and should be completed within the following two to three weeks, weather permitting.

City purchasing policy gives authority to the City Manager to execute contracts up to \$50,000. Although this contract is for only \$29,040 the entire project cost when completed will be over \$50,000. Additionally, it seemed appropriate to provide Council another opportunity to evaluate the project since the final cost will be twice the original budget. The reason for the large difference between the budget and actual cost can be attributed to the lack of time invested in the original cost estimate, not with the cost of doing the work. The project cost breakdown:

- \$18,084 – lights & poles (6) – separate bid and purchase to avoid contractor markup and months of delay due to lead time for fabrication and delivery
- \$ 3,622 – professional surveying services for easements (paid)
- \$ 3,495 – connection equipment to PUD power (purchased)
- \$ 1,807 – PUD connection charge (written estimate)
- \$29,040 – proposed contract to Valley Electric (sealed bid)

It was originally estimated that four lights would be sufficient and that it would be possible to use the power from the golf course tunnel lighting for the project. Both assumptions turned out to be

Council Meeting Minutes
May 26, 2015
Page 5

incorrect. Project design research discovered the lack of public use easement for the walkway, leading to the professional surveying costs and two recorded easements for the walkway. If Council awards the construction contract to Valley Electric as recommended, the total project cost of about \$56,000 will come from Fund 318 which has an overall appropriation of \$2.65 million. The budgeted projects are:

- Pavement Preservation Program \$1,500,000 (could use even more money)
- Mill Creek Road Sidewalk \$ 700,000 (this project will not move forward)
- Concrete Replacement Program \$ 200,000 (delayed for lack of staffing)
- 35th Ave SE Repairs \$ 100,000 (wrapping up design)
- City Sidewalk Minor Projects \$ 50,000 (no designated projects at this time)
- Traffic Calming Program \$ 25,000 (on-going program)
- Traffic Sign/Markings Replacement \$ 25,000 (on-going maintenance program)
- Pedestrian Lighting Improvements \$ 25,000 (no designated project at this time)
- Pedestrian Lighting (this project) \$ 25,000 (likely to cost \$56,000 by completion)

The increase in cost for this project will not have an adverse impact on the planned projects in the approved CIP or adopted 2015-2016 biennial budget. The project is worthwhile and has been reduced in scope as much as practical to reduce costs. If the some of the factors impacting the cost had been known at the time the original estimate was made, it would have been much closer to the actual cost now identified.

Discussion.

Council discussed the project. This item is scheduled for action later in the meeting.

Approval of Checks #53677 through #53750 and ACH Wire Transfers in the Amount of \$196,171.61.

(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

Payroll and Benefit ACH Payments in the Amount of \$217,575.01.

(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

City Council Minutes of April 16, 2015

City Council Minutes of April 17, 2015

City Council Minutes of April 21, 2015

City Council Minutes of April 28, 2015

City Council Minutes of May 5, 2015

Mayor Pro Tem Holtzclaw made a correction to the City Council Meeting Minutes of April 28, 2015 to the spelling of Daniel Mills name (the member who was selected to the Planning Commission).

MOTION: Councilmember Cavaleri made a motion to approve the consent agenda, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

Council Meeting Minutes
May 26, 2015
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ACTION ITEMS

Resolution Authorizing the Acting City Manager to Execute the Interlocal Agreement with Snohomish County for IT Services (If approved, would take Resolution #2015-529)
(James Busch, Information Systems and Technology Manager)

MOTION: Councilmember Michelson made a motion to approve Resolution #2015-529, Authorizing the Acting City Manager to Execute the Interlocal Agreement with Snohomish County for IT Services, Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Resolution Authorizing the City Manager to Execute an Interlocal Agreement to Join the Northwest Washington Incident Management Team (If approved, would take Resolution #2015-530)
(Tom Gathmann, Public Works Director)

MOTION: Councilmember Cavaleri made a motion to approve Resolution #2015-530, Authorizing the City Manager to Execute an Interlocal Agreement to Join the Northwest Washington Incident Management Team, Councilmember Michelson seconded the motion. The motion passed unanimously.

Resolution Authorizing the City's Designated Representative to the Board of Directors of ESCA to Vote to Dissolve ESCA no later than December 31, 2015 (If adopted, would take Resolution #2015-531)
(Tom Gathmann, Public Works Director)

MOTION: Councilmember Todd made a motion to approve Resolution #2015-531, Authorizing the City's Designated Representative to the Board of Directors of ESCA to Vote to Dissolve ESCA no later than December 31, 2015, Councilmember Kelly seconded the motion. The motion passed unanimously.

Resolution to Award the Construction Contract for the 2015 Pedestrian Pathway Lighting Project (If adopted, would take Resolution #2015-532)
(Tom Gathmann, Public Works Director)

MOTION: Councilmember Michelson made a motion to approve Resolution #2015-532, to Award the Construction Contract for the 2015 Pedestrian Pathway Lighting Project, Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

Mayor Pruitt reported that Finance Director Manuel's last day as the Acting City Manager is coming soon. She thanked him for all his efforts and stated he did an excellent job. Director Manuel is retiring and his last day at the City is July 6.

Councilmember Cavaleri reported that he attended the recent WRIA 8 meeting and gave a short report.

Council Meeting Minutes
May 26, 2015
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Councilmember Michelson reported that she attended the recent Art and Beautification Board meeting. There is a new rotating artist coming soon. Also, the Great Garden Award Program will commence soon.

Mayor Pro Tem Holtzclaw reported that the Snohomish County Tomorrow Steering Committee meeting was canceled this month. He also mentioned that he has a meeting with Superintendent Cohn next week to discuss school district issues.

Councilmember Michelson reported that she would like to see a City Memorial Day event in the future.

Councilmember Todd reported on a recent PSRC meeting he attended. He also reported on a recent MRSC presentation with Government Change and Innovation Agent Ken Miller. He thought the presentation was very informative.

Finance Director Manuel reported that the yearly financial reports have been filed with the state.

Community Development Director Rogers reported on the recent Planning Commission and Design Review Board meetings.

Public Works Director Gathmann reported on the recent ESCA and DEM meetings he attended.

Police Chief Crannell reported that Brookdale representatives will be attending next week's Council meeting to present a donation to the City's K9 program. He also gave an update on the New World project.

AUDIENCE COMMUNICATION

There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:24 p.m.

Pam Pruitt, Mayor

Kelly M. Chelin, City Clerk



CITY COUNCIL MINUTES

June 2, 2015

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly
Donna Michelson
Vince Cavaleri
Mike Todd
Mark Bond

June 2, 2015
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the City Clerk with all Councilmembers present.

AUDIENCE COMMUNICATION

There were no comments from the audience.

PRESENTATIONS

Donation from Brookdale for City's K9 Program
(Bob Crannell, Police Chief and Tom Price, Brookdale)

Representatives from Brookdale presented the City with a \$1,000 donation to the City's K9 Program.

STUDY SESSION

Comprehensive Plan - Addressing Redevelopment Opportunities
(Tom Rogers, Director of Community Development)

The following agenda summary information was presented:

Land Use Element – The City has been preparing the mandatory 2015 update to its Comprehensive Plan. The most recent element to be prepared and reviewed by the Planning Commission was the Land Use Element. The policies within the Land Use Element are reflected in the City's Land Use Map, which provides the basis for the zoning designations within the City. The policies also are the basis for the development regulations which guide the form that the City takes.

Significant Issue - Setting the Stage for Future Redevelopment

The regional growth strategy adopted in the Puget Sound Regional Council's Vision 2040 Plan directs the lion's share of new population and employment to the County's Metropolitan and Core Cities (Everett, Lynnwood, and Bothell). Since the 2035 population and employment targets are not significantly different than Mill Creek's 2020 targets, the City of Mill Creek's existing

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Comprehensive Plan land use designations and the implementing Zoning Map designations can already accommodate the initial 2035 population and employment targets established in the Countywide Planning Policies. As a result, no significant Land Use Changes are required to meet the 2035 growth targets. Also, there is relatively little vacant/ underdeveloped land left within the city limits.

With little vacant/underdeveloped land available, the City needs to consider how it will address redevelopment of aging properties when the structures near the end of their life, and/or when property values rise to a point that it makes sense to reinvest in the properties. Looking at residential properties, most of the residential stock is in very good condition; thus, large-scale redevelopment of the City's residential properties is unlikely. On the other hand, some of the commercial properties (Community Business (CB) and Business Park (BP) zones) throughout the City are showing some age, have vacant spaces, and may be ripe for redevelopment sometime in the 20-year planning period. In addition, Community Transit is proceeding with plans for a Swift 2 transit line between Canyon Park and Boeing Field. This Bus Rapid Transit line would run through Mill Creek along SR 527, with stops at or near several Community Business properties in the City and may lead to increased pressure to redevelop these properties with more intensive land uses.

In addition to the SR 527 corridor, there may be opportunities to redevelop the Business Park properties in the Main Street/Mill Creek Boulevard corridor between Town Center and 164th Street Southeast. These properties are mostly developed as office buildings. Because of their close proximity to the City core and the generous width of right-of-way along Mill Creek Boulevard, this corridor may be a good candidate for more pedestrian friendly street improvements and a mixed use and/or commercial land use designation. In addition, staff and the Planning Commission have been working on potential amendments to the Critical Area Regulations that allow redevelopment of properties adjacent to North Creek within their existing impervious surface footprint. This would remove a large impediment to redeveloping these properties.

Without a change in the City's land use policies and zoning regulations, redevelopment of the existing commercial centers would likely result in a product similar to what is currently there; i.e. strip shopping centers/office buildings. The report prepared by the Economic Development Committee contains recommendations to change zoning regulations to allow taller buildings and allow mixed use in the Community Business zone districts. Current Community Business regulations limit residential uses to a "secondary use" (less square footage than the commercial uses) on a site. This makes true mixed use unfeasible because there would not be enough residential density to make underground parking economically viable. Surface parking thus dominates the site and limits the value and usability of the site. If the City wishes to allow mixed use in the CB zone district, policies and regulations could be put in place that would allow additional residential units and increased building heights subject to requirements for a prescribed percentage of structured parking or other amenities such as public spaces. Residential uses are not allowed in the Business Park zone district, except for a single care taker residence.

Draft Land Use Element Language - Because of the factors discussed above, one of the new issues raised in the City's Draft Land Use Element is how does the City want these Community Business and Business Park properties to be redeveloped when the market forces make redevelopment attractive to the property owners? The following excerpt is from the Draft Land Use Element under Commercial Land Use Issues:

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There are only a limited number of undeveloped sites designated for commercial use remaining within the City and its MUGA. There is also the potential to redevelop existing commercial sites. However, many of the existing developed commercial properties (Community Business (CB) and Business Park (BP) zones) throughout the City are showing some age, have vacant spaces, and may be ripe for redevelopment sometime in the 20-year planning period. In addition, Community Transit is currently exploring the implementation of Swift 2 on Bothell-Everett Highway between Canyon Park and Paine Field/Boeing. This Bus Rapid Transit line could increase pressure on redevelopment of the commercial properties adjacent to the Swift 2 route. The City must ensure that these properties are redeveloped with high-quality design standards that reflect the image of the City and are compatible and complementary with surrounding residential and other commercial uses. The City may wish to reevaluate the existing allowable uses to determine if the existing land use designation allows for a mix of uses that satisfy the needs of existing and future residents of the City as well as adding to the tax base revenues for the City.

Draft Land Use Element policy - Staff and the Planning Commission have discussed the issue described above and believe that significant changes to the CB and BP zoning regulations may be desirable. In the Draft Land Use Element update, staff is proposing the following new Commercial and Business/Office Park Policy in response to the issue raised earlier in the document:

Policy 2.09

In anticipation of the potential redevelopment of the City's Community Business and Business Park designated properties, prepare an analysis of the feasibility and desirability of alternative land uses. If alternative land uses are determined to be feasible and desired by the City, initiate comprehensive plan and zoning regulation amendments as appropriate to implement the desired land uses upon redevelopment of the properties.

If Policy 2.09 is adopted as part of the Comprehensive Plan update, staff would propose a budget amendment to hire a consultant to prepare said analysis.

Discussion.

Council and staff engaged in a discussion. This item will come back to the Council for review after new City Manager Polizzotto can review this in more detail. It is scheduled tentatively to come back at the June 23 Council meeting.

East Gateway Zoning Options

(Tom Rogers, Director of Community Development)

The following agenda summary information was presented:

There has been discussion as to whether or not the implementation of the East Gateway Urban Village (EGUV) Plan is meeting expectations. The EGUV Plan and Zoning called for a pedestrian oriented, mixed use development with commercial, public and residential uses. The EGUV zoning as adopted prohibited stores over 60,000 square feet and required a minimum of 400 residential units. Since the EGUV Plan and Zoning was adopted in 2008, The Gateway Building was constructed just west of the Advent Lutheran Church and Polygon is nearing completion of developing approximately 18 acres on the east side of the subarea. The Polygon development consists of 302 dwelling units and 1.7 acres of commercial. When the Polygon development application was submitted to the City, the

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Council took steps to encourage commercial development and to prevent stand-alone residential uses west of 44th Avenue SE. These steps included amending the EGUV zoning to: 1) allow residential uses only on the second floor or above and in conjunction with ground floor commercial use; 2) remove the requirement for a minimum of 400 dwelling units; and 3) remove the 60,000 square foot maximum foot print for any one business..

The City recently received an application from Vintage Housing for the 4-acre Mollgaard property in the EGUV. This development is proposing 216 senior housing units (age restricted to 55+ years) situated above approximately 15,500 square feet of ground floor commercial uses facing onto the future spine road and parking, but the amount of commercial area may be less than what was expected at the time the EGUV Code changes were made. At this point, approximately 14 usable acres of land is available west of 44th Avenue SE, 12 acres west of the Mollgaard property (Penny Creek Partners Property), and a 2-acre strip remains on the east side of the Mollgaard property (Rim/Kim Property). To put this acreage in perspective, the Mill Creek Plaza (SR 527/164th Street SE) is approximately 12.5 acres in area. If the City wants to ensure that a certain percentage of commercial development is achieved on the remaining parcels in the EGUV, changes to the EGUV Zoning Code could be adopted.

Limiting Residential Uses - Some Councilmembers have expressed an interest in preventing additional residential land uses and requiring commercial uses on the remaining, undeveloped property west of 44th Avenue SE. To prevent additional residential units could be relatively straight forward. A Code amendment to remove residential uses from the list of principal uses in the EGUV zone for properties west of 44th Avenue SE (or placing a cap on the number of residential units) could be processed within a couple of months. Another alternative would be to allow residential uses only as a secondary use, which would mean that the total residential square footage would need to be less than the total square footage of the other principal uses within a development and the commercial type uses would need to be constructed first or concurrently with the residential use. Because of parking and other requirements, this limits the potential for residential uses to a small portion of the site (approximately 25% or so if the uses are separated). This is what is allowed currently in the City's Community Business zone district, yet no applications including residential as a secondary use have ever been submitted.

Either of these options may be appropriate as the original goal of providing residential uses in the EGUV has been realized with the Polygon development (302 units) and the pending senior housing/commercial project (216 units). As you will recall, EGUV originally had a requirement for a minimum of 400 dwelling units. Also, the portion of the EGUV east of 44th Avenue SE (adjacent to Seattle Hill Road) would still allow residential uses.

Allowing Only Revenue Producing Uses - The question has also been raised as to how the City could ensure that only revenue producing (sales tax) uses are allowed in the EGUV. Theoretically, the list of principal uses could be whittled down to eliminate professional services, medical and dental offices, banks, and other uses that provide little to no sales tax revenue. However, potential developers/landlords may find that the use restrictions would make it difficult to lease out the spaces; thus, it may be too risky to build. Even with the existing wide range of principal uses, the market has not provided commercial development on a large scale in the EGUV.

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In addition, restricting uses to completely avoid non-sales tax based businesses could be argued that the zoning creates a regulatory taking and the City could be liable for damages. That situation would exist if the zoning effectively deprives the owner of economically reasonable use or value of their property. It could also exist if the land use regulations do not substantially advance any legitimate governmental interest. Perhaps the Code could be amended to require a certain amount of retail or restaurant businesses to provide a vibrant pedestrian based environment, which may be a legitimate governmental interest.

As a side note, staff had been in discussions with a potential developer of the western portion of the site (approximately 12 buildable acres), with no mention of residential uses. Uses mentioned include a grocery store, restaurant, bank and a drug store. A large vehicle fueling station has also been discussed; however, fueling stations are not permitted in the EGUV.

Discussion.

Council and staff engaged in a lengthy discussion. The Council agreed they need a long term plan. This item will come back for additional discussion once City Manager Polizzotto can review. It is scheduled tentatively to come back at the June 23 meeting.

Proposed Amendments to the Critical Area Regulations (MCMC Title 18.06) Regarding the Wetland Rating System and Other Housekeeping Measures

(Tom Rogers, Director of Community Development)

The following agenda summary information was presented:

At the City's request, the City's on-call wetland consultant, ESA Associates, reviewed the Mill Creek Municipal Code (MCMC) Chapter 18.06 regarding Critical Area Regulations, to make sure they are current and in line with current practice. ESA suggested several amendments as a result of their review. The proposed amendments reference the current approved federal wetland delineation manual and regional supplement as approved and required by RCW 36.70A.175. References to the outdated Washington State Wetlands Identification and Delineation Manual and Wetland Rating System form are proposed to be removed. In addition, proposed language would clarify that the use of wetland mitigation banks qualify as a form of innovative mitigation as well as allowing applicants the option of purchasing mitigation credits from a certified bank to compensate for unavoidable impacts to wetlands in lieu of constructing and monitoring their own project. A new provision is also being proposed to allow for an alternative to the mitigation ratios contained in the City code as long as the proposed ratios are consistent with the method developed by the Department of Ecology.

The Planning Commission conducted a public hearing on May 21, 2015, and adopted Planning Commission Resolution 2015-161 recommending that the City Council approve the proposed amendments.

Discussion.

Council and staff engaged in a discussion. This item will back to a future meeting. It is tentatively scheduled to also come back at the June 23 meeting.

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ACTION ITEMS

*The following item will be brought back to a future meeting:
Ordinance Approving Proposed Amendments to the Critical Area Regulations (MCMC Title 18.06) Regarding the Wetland Rating System and Other Housekeeping Measures (If approved, would take Ordinance #2015-795)
(Tom Rogers, Director of Community Development)*

Appoint Mayor Pruitt and Councilmember Todd (and other Councilmembers who will be attending) as the City's voting delegates at the AWC Annual Business Meeting
(Landy Manuel, Acting City Manager)

The following agenda summary information was presented:
The Association of Washington Cities (AWC) is holding its annual conference in Wenatchee from June 23 through June 26.

The AWC will hold its annual business meeting from 3:45 to 5:30 p.m. on Thursday, June 25. The association's annual business meeting provides an opportunity to debate issues that affect Washington cities, to hear reports from the State and Federal Policy Committee and to elect the association's Board of Directors (the people who guide the association's activities). The City of Mill Creek is entitled to three voting delegates who must be present at the meeting.

Mayor Pruitt and Councilmember Todd are registered to attend the AWC annual conference. The purpose of this study session is to determine if other councilmembers plan to attend, and if so, have Council appoint them as the City's voting delegate(s) at the annual meeting.

MOTION: Councilmember Michelson made a motion to appoint Mayor Pam Pruitt, Councilmember Todd and City Manager Rebecca Polizzotto as the City's voting delegates at the AWC Annual Business Meeting in Wenatchee, Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

Mayor Pruitt reported that the County is wrapping up their work on the Comprehensive Plan. She also reported on the great article from Councilmember Todd in the Herald recently regarding Community Transit Swift 2.

Mayor Pro Tem Holtzclaw reported on the Relay for Life event. He would like to see the Council and staff form a team next year. Also, he reported on his meeting with Superintendent Cohn. He stated that Dr. Cohn is helping to educate Councilmembers on school district issues.

Councilmember Michelson reported that the first art walk of the year is scheduled for next week.

Councilmember Todd reported on the PSRC Board meeting last week.

City Manager Polizzotto reported that she was excited to attend her first Council meeting. She arrived in town last Saturday. She thanked the staff and the Council for making her feel welcome.

Community Development Director Rogers stated that the 132nd/35th street improvements will begin

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soon.

AUDIENCE COMMUNICATION

James Steinberg (spelling not confirmed)
14631 31st Drive Se
Mill Creek, Washington 98012

Mr. Steinberg stated there needs be a vision for East Gateway and that it can be captured in a City design manual. He also commented on the school district issues and stated that if the bond fails, the City should look at raising the school mitigation fees.

Community Development Director Rogers replied that East Gateway Urban Village does have design guidelines in place. He also explained how the school mitigation fees are assessed.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:46 p.m.

Pam Pruitt, Mayor

Kelly M. Chelin, City Clerk



CITY COUNCIL MINUTES

June 9, 2015

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly
Donna Michelson
Vince Cavaleri
Mike Todd
Mark Bond

June 9, 2015
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the City Clerk with all Councilmembers present.

AUDIENCE COMMUNICATION

John Lovick (Snohomish County Executive)
2403 157th Place SE
Mill Creek, Washington 98012

Executive Lovick welcomed City Manager Polizzotto to the City of Mill Creek.

Karen Brandon
157097 24th Court SE
Mill Creek, Washington 98012

Ms. Brandon also wanted to welcome City Manager Polizzotto to the City. She is looking forward to her direction and to move the City forward. She agrees that we need to streamline processes and improve the City's communications.

Lynn Sordel
15229 3rd Drive SE
Mill Creek, Washington 98012

Mr. Sordel reported to the Council on a recent letter to the editor from a 22 year old about sustainable cities. He stated that the County's Comprehensive Plan is important and he has not seen the City's comments to the plan.

Mayor Pruitt stated that the City has sent two letters to the County on the Comprehensive Plan.

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Stanko Milov
3015 114th Place SE
Mill Creek, Washington 98012

Mr. Milov spoke to the Council about the need for an Arts/Leadership academy in Mill Creek.

Staff will follow-up with Mr. Milov.

Zach Anders
Art and Beautification Board Chair

Mr. Anders relayed to the Council that the first art walk this year is on Thursday, June 11.

PRESENTATIONS

Youth Advisory Board Recognition

(Pam Olson, Recreation Manager, Kristen Froseth, Recreation Assistant and Pam Pruitt, Mayor)

CONSENT AGENDA

Approval of Checks #53751 through #53886 and ACH Wire Transfers in the Amount of \$1,480,160.83.

(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)

Payroll and Benefit ACH Payments in the Amount of \$465,355.98.

(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Todd)

MOTION: Councilmember Todd made a motion to approve the consent agenda, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

STUDY SESSION

Change Order for 2015 Storm Pipe Repair Project

(Scott Smith, City Engineer)

The following agenda summary information was presented:

On February 24, 2015, the City Council awarded a construction contract in the amount of \$603,375.00 to Rodarte Construction for the 2015 Storm Pipe Repair Project. The City had a major storm water infrastructure problem in the area around the Silver Crest/Silver Glen neighborhoods between 35th Ave SE and 28th Drive SE, and the contract scope of work primarily consisted of digging up and replacing approximately 3,300 feet of pipe and 13 catch basins.

The project was expected to last three months, but the contractor completed the work in six weeks. The contractor did an excellent job, but many changes were necessary during construction due to a variety of issues. Major changes to the project scope included:

- 1) Replacement of additional failed pipes and catch basins;
- 2) Repair of existing catch basins in poor condition;
- 3) Field adjustment of pipe alignment due to conflicts with utilities;
- 4) Delays due to unmarked utility lines;

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- 5) Clarify missing/conflicting information from design plans;
- 6) Rehabilitate existing outfall drainage ditch between Silver Crest Drive and North Pointe; and
- 7) Property restoration.

Many changes happened on short notice and had to be addressed quickly in order to keep the project moving forward and avoid considerable disruption to the surrounding residents. Most were also difficult to define or quantify due to unknown circumstances, such as underground utilities. In those cases, the fairest way for both the City and Contractor to address the extra work is often by the use of Force Account (FA), which is by time and materials plus a previously defined markup rate. Force Account also gives the City more control over how the work is done, and all FA work was verified and approved by City inspection staff.

An initial Change Order No. 1 in the amount of \$42,000 was approved by the Interim City Manager on April 7, 2015. Once the final payment quantities were resolved, staff determined that the final construction contract amount exceeded the 10% City Manager approval authority per City Council Policy 96-002. The exact number is still being negotiated with the contractor, but the latest pay estimate has a total contract amount of \$675,817. A second change order is required to resolve the final contract amount, and a total of \$680,000 is proposed to allow for any final minor adjustments.

Discussion.

The Council and staff engaged in a discussion. Councilmember Cavaleri asked City Engineer Smith if compensation would be possible for the extra costs incurred due to utility conflicts and delays. City Engineer Smith said he would consult with the City Attorney and pursue a reimbursement claim if possible. The conflicts were primarily with the “dry” utilities, i.e. PSE, PUD, and cable companies. The City does not have a current franchise agreement with those utilities, which may make compensation more challenging. This item is scheduled for action later in the meeting.

Note: Mayor Pro Tem Holtzclaw left the meeting at approximately 7:00 p.m.

Technology Discussion/Presentation

(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

The City Manager would like to start a discussion with the City Council on how technology can be used to streamline city operations, enhance services and foster economic development in a community.

Mr. Sandy Reeser, President of VC3, presented a PowerPoint to the Council.

Council discussed Mr. Reeser’s presentation. The Council convened that they were looking forward to looking into this further.

ACTION ITEMS

Appoint a Member to the Design Review Board with a Term Expiring August 31, 2017

(Council Interview Committee)

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MOTION: Councilmember Kelly made a motion to appoint David Wayne Bisom, Mayor Pruitt seconded the motion. The motion passed unanimously.

Authorize the City Manager to Approve Contract Change Order No. 2 for a Revised Total Construction Contract Amount not to Exceed \$680,000
(Scott Smith, City Engineer)

MOTION: Councilmember Michelson made a motion to Authorize the City Manager to Approve the Contract Change Order No. 2 for a Revised Total Construction Contract Amount not to Exceed \$680,000, Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

Mayor Pruitt reported that the letters from the City were delivered to the County Council regarding the County's Comprehensive Plan.

Councilmember Michelson reported that the first art walk is this Thursday, June 11. She will be attending the Art/Beautification Board meeting tomorrow. She also stated that she will be on vacation and absent from the June 23 Council meeting.

Councilmember Todd shared a story about Sno-Isle Library System using a 24-7 chat window on their website.

Mayor Pruitt also reported on the Mill Creek Garden Club Tour on June 27, 2015 and information can be found on their website at millcreekgardenclub.com.

City Manager Polizzotto stated that she has been at the City a week and is working on getting organized. She thanked the staff for all they have done to assist her.

AUDIENCE COMMUNICATION

Mark Harmsworth (State Representative)
15418 29th Avenue SE
Mill Creek, Washington 98012

Representative Harmsworth stated that he was encouraged to see the technology presentation tonight. He would like to see the City start taking steps in this direction.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:32 p.m.

Pam Pruitt, Mayor

Kelly M. Chelin, City Clerk

ORDINANCE NO. 2015-_____

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING AMENDMENTS TO TITLE 18.06 IN THE MILL CREEK MUNICIPAL CODE-SECTION 18.06.210 – DEFINITIONS, SECTION 18.06.640 - INNOVATIVE MITIGATION, SECTION 18.06.910 - DESIGNATION, MAPPING, AND RATING, SECTION 18.06.970 - WETLAND MITIGATION – REPLACEMENT RATIOS, AND SECTION 18.06.980 – WETLAND MITIGATION – TYPES AND RATIOS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, at the City's request, the City's on-call wetland consultant reviewed the City's Critical Areas Regulations to make sure they are current and in line with current practice and the consultant recommended amendments as a result of that review; and

WHEREAS, the recommended amendments are consistent with the City's Comprehensive Plan and applicable process requirements in the MCMC and other applicable laws; and

WHEREAS, the recommended amendments are subject to the provisions of the State Environmental Policy Act, RCW Chapter 43.21C and MCMC Chapter 18.04 (collectively "SEPA"); and

WHEREAS, on May 5, 2015, the City issued a SEPA threshold Determination of Non-Significance for the recommended amendments to the development code; and

WHEREAS, on May 5, 2015, the recommended amendments were submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106; and

WHEREAS, on May 19, 2015, the comment period for the Determination of Non-Significance expired and the City received comments from the Department of Fish and Wildlife; however, the comments did not request any revisions; and

WHEREAS on May 20, 2015, the Department of Commerce notified the City of Mill Creek that it met the Growth Management Act notice to state agency requirements; and

WHEREAS, on May 21, 2015, the Planning Commission held a public hearing that included consideration of the recommended amendments. At the public hearing, the Planning Commission considered the staff report and the recommended amendments. The Planning Commission found that the recommended amendments are consistent with the City's Comprehensive Plan, the Growth Management Act, and other applicable state and federal laws; will implement the Comprehensive Plan; and will benefit the public health, safety, and welfare; and

WHEREAS, at the public hearing, following review and consideration, the Planning Commission adopted Resolution No. 2015-161, which recommends approval of the recommended amendments; and

WHEREAS, during a regular Council meeting on June 2, 2015, staff presented the Planning Commission recommendation and the recommended amendment to the City Council; and

WHEREAS, the City Council requested a minor amendment to the proposed amendments, specifically to add a definition of permittee-responsible innovative mitigation projects; and

WHEREAS, the City Council reviewed the materials as revised and, after review and consideration, concurs with and adopts the relevant findings and recommendations as contained in Planning Commission Resolution No. 2015-161; and

WHEREAS, the City Council finds that the recommended amendments are consistent with the City's Comprehensive Plan, the Growth Management Act, and other applicable state and federal laws; will implement the Comprehensive Plan; will benefit the public health, safety, and welfare; and should therefore be adopted.

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

Section 1. Section 18.06.210 of the Mill Creek Municipal Code is hereby amended to add the following definition placed in alphabetical order leaving all other definitions unchanged:

“Permittee-responsible innovative mitigation projects” means an aquatic resource restoration, establishment, enhancement, and/or preservation activity undertaken by the permittee/applicant/developer (or an authorized agent or contractor) to provide compensatory mitigation for which the permittee/applicant/developer retains full responsibility. This is in contrast to an applicant purchasing credits from a certified mitigation bank.

Section 2. Section 18.06.640 of the Mill Creek Municipal Code is hereby amended to read as follows:

18.06.640 Innovative mitigation.

A. The city may facilitate and approve the use of mitigation banks and other forms of innovative mitigation ~~projects~~ as compensation for impacts, including off-site and/or out-of-kind mitigation projects that allow linkages between natural systems and have the potential to restore ecological processes or provide unique and beneficial ecological functions.

B. The director may approve permittee-responsible innovative mitigation projects, including mitigation projects occurring outside city boundaries, when all of the following can be clearly demonstrated by the applicant:

1. The mitigation occurs in the same watercourse basin as the impacts and if possible in the same subbasin as the impacts;
2. The proposed mitigation site will provide greater improvement of critical area functions and values compared to other sites within city boundaries;
3. The proposed mitigation is approved by the local jurisdiction wherein the site is located, by state resource agencies, and other agencies and tribes that have jurisdiction over the proposed activity; and
4. The proposed mitigation is consistent with the general purposes of this chapter and the public health, safety, and welfare.

C. Permittee-responsible innovative mitigation projects allowed under the provisions of this section include projects wherein one or more applicants, or an organization with demonstrated capability, may undertake a mitigation project together if it is demonstrated by the applicant that all of the following circumstances exist:

1. The applicant and other proponents demonstrate the organizational and fiscal capability to act cooperatively;
2. The applicant and other proponents demonstrate that long-term management of the mitigation area will be provided;

3. There is a clear potential for success of the proposed mitigation project at the identified mitigation site; and

4. Performing mitigation as part of a cooperative process results in greater protection and conservation of critical areas than would be achieved using traditional mitigation approaches. (Ord. 2004-603 § 2)

D. In lieu of designing, constructing and monitoring their own mitigation project, an applicant may request approval to purchase mitigation credits from a certified mitigation bank to compensate for unavoidable impacts to wetlands. The director may approve the use of a mitigation bank in accordance with MCMC 18.06.980.D.

Section 3. Section 18.06.910 of the Mill Creek Municipal Code is hereby amended to read as follows:

18.06.910 Designation, mapping, and rating.

A. Wetlands shall be identified in accordance with the ~~Washington State Wetlands Identification and Delineation Manual as required by RCW 36.70A.175 (Ecology Publication No. 96-94) or as amended-1987 Corps of Engineers Wetland Delineation Manual (Publication no. Y-87-1) and the Western Mountains, Valleys, and Coast Regional Supplement (Publication no. ERDC/EL TR-10-3.~~ All areas within the city meeting the criteria in the approved federal wetland delineation manual and regional supplement, regardless of any formal identification, are hereby designated critical areas and shall be subject to the provisions of this chapter.

B. The approximate location and extent of known or suspected wetlands are shown on the city's adopted critical area maps as contained within the environmental element of the comprehensive plan. These maps shall be used as a guide for the city, applicants and/or property owners, and may be updated as new wetlands are identified. The exact location of a wetland boundary shall be determined through field investigation by a qualified professional applying the approved federal wetland delineation manual and regional supplement methods and procedures.

C. Wetlands shall be rated and regulated according to the categories defined by the ~~Washington Department of Ecology Wetland Rating System for Western Washington (Ecology Publication No. 04-06-014)~~ Washington State Wetland Rating System for Western Washington 2014 Update (Publication no. 14-06-029) or as amended. This document Publication no. 14-06-029 contains the methods for determining the wetland category based on the following criteria which are generally described below:

1. Category I. Category I wetlands are rare and irreplaceable in terms of their function and value to Mill Creek's natural aquatic systems. All wetlands with one or more of the following criteria shall be considered a Category I wetland:

a. Wetlands that are designated as natural heritage wetlands by the Washington State Department of Natural Resources.

b. High quality, regionally rare wetland communities with irreplaceable

ecological functions, including sphagnum bogs and fens, and mature forested wetlands as defined in MCMC 18.06.210.

~~e. Wetlands that provide a very high level of functions as evidenced by a score of 70 points or more on the Western Washington Wetland Rating System form.~~

2. Category II. Category II wetlands are ecologically important and provide high levels of function. A wetland is considered a Category II wetland if it meets the following criteria:

a. Wetlands that do not meet the criteria of Category I wetlands; and

b. Wetlands performing significant wildlife habitat and/or hydrologic functions, which cannot be replicated through creation or restoration as determined by a critical area report; ~~or~~

~~c. Wetlands with significant functions and values as indicated by a score of 51 to 69 points on the Western Washington Wetland Rating System form.~~

3. Category III. Category III wetlands provide a moderate level of functions. They are typically more disturbed, smaller, and/or more isolated in the landscape than Category I or II wetlands. ~~Category III wetlands include all wetlands that score 30 to 50 points on the Western Washington Wetland Rating System form.~~

4. Category IV. Category IV wetlands provide the lowest level of function, but still provide important functions ~~as demonstrated by a score of less than 30 points on the Western Washington Wetland Rating System form.~~

[The above descriptions are meant to provide a general overview. Refer to Publication no. 14-06-029 for the actual methods.](#)

D. All wetlands shall be regulated and subject to the provisions of this chapter regardless of size, except that Category IV wetlands less than 1,000 square feet shall be exempt from this chapter if a critical area report prepared pursuant to this chapter demonstrates all of the following:

1. The wetland does not provide suitable habitat for amphibian species; and

2. The wetland does not possess unique characteristics that would be difficult to replicate through standard mitigation practices. (Ord. 2009-702 § 2 (Exh. C); Ord. 2004-603 § 2)

Section 4. Section 18.06.970 of the Mill Creek Municipal Code is hereby amended to read as follows:

18.06.970 Wetland mitigation – Replacement ratios.

A. When an applicant proposes to alter or eliminate a regulated wetland, the functions and values of the affected wetland and buffer shall be replaced through wetland creation or restoration according to the minimum ratios established in MCMC Section 18.06.980(A). The ratios shall

apply to wetland creation or restoration that is in-kind, on-site, of the same category, timed prior to or concurrent with alteration, and has a high probability of success. Ratios for out-of-kind or off-site mitigation at certified mitigation banks shall be in accordance with the bank's mitigation banking instrument; otherwise replacement ratios for permittee-responsible off-site or out-of-kind mitigation may be greater than the minimum if the director determines that additional mitigation is warranted to replace-mitigate impacts. Ratios for remedial actions resulting from unauthorized alterations shall be greater. The wetland creation and restoration ratios contained in MCMC 18.06.980(A) are given as replacement area to impact area.

B. Replacement ratios may be decreased by up to 25 percent by the director if the applicant demonstrates to the satisfaction of the director that all of the following criteria are met:

1. Documentation by a qualified professional demonstrates that the proposed mitigation actions have a very high likelihood of success;
2. Documentation by a qualified professional demonstrates that the proposed mitigation actions will provide functions and values that are significantly greater than the wetland being altered; and
3. The proposed mitigation actions are conducted in advance of the impact and shown to be successful through post-construction monitoring and function assessment.

C. The director shall increase replacement ratios under the following circumstances:

1. Uncertainty exists as to the probable success of the proposed restoration or creation; or
2. A significant period of time will elapse between impact and replication of wetland functions; or
3. Proposed mitigation will result in a lower category wetland or reduced functions relative to the wetland being impacted; or
4. The impact was an unauthorized impact. (Ord. 2004-603 § 2)

D. At the director's discretion, applicants may be allowed to use an alternative to the mitigation ratios contained in MCMC 18.06.980 based on the credit/debit method developed by the Department of Ecology in Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Western Washington: Final Report (Ecology Publication #10-06-011).

Section 5. Section 18.06.980 of the Mill Creek Municipal Code is hereby amended to read as follows:

18.06.980 Wetlands mitigation – Types and ratios.

A. Minimum Ratios for Compensatory Mitigation. The minimum replacement ratio for wetland impact mitigation shall be as shown on the following table:

Affected Wetland	Wetland Mitigation Type and Ratio*				
	Creation	Re-establishment	Rehabilitation	Re-establishment (R) or Creation (R) and Enhancement (E)	Enhancement
Category IV	1.5:1	1.5:1	3:1	1:1 (R:C) and 2:1 (E)	6:1
Category III	2:1	2:1	4:1	1:1 (R:C) and 2:1 (E)	8:1
Category II	3:1	3:1	6:1	1:1 (R:C) and 4:1 (E)	12:1
Category I	As determined by the director – ratios will be greater than required for Category II wetlands				
*Ratio is the replacement area: impact area. See MCMC 18.06.210 for definitions					

B. Applicants proposing to enhance or rehabilitate wetlands shall produce a critical area report that identifies how the mitigation will increase the functions of the degraded wetland and how this increase will adequately mitigate for the loss of wetland area and function at the impact site. An enhancement or rehabilitation proposal shall also show whether existing wetland functions will be reduced by the mitigation actions.

C. Preservation. Impacts to wetlands may be mitigated by preservation of wetland areas in a separate tract in accordance with MCMC 18.06.830. Preservation shall be used as a form of mitigation only after the standard sequencing of mitigation (avoid, minimize, and then compensate) has been applied. Mitigation ratios for preservation shall range from 10-to-one to 20-to-one, as determined by the director, depending on the quality of the wetlands being impacted, mitigated and preserved. The following criteria shall apply to mitigation by preservation:

1. Preservation as mitigation is acceptable when done in combination with restoration, creation, or enhancement; provided that a minimum of one-to-one acreage replacement is provided by restoration or creation.
2. Preservation of at-risk, high-quality wetlands may be used as the sole means of mitigation for wetland impacts to Category III or IV wetlands when the impact area is small and the preservation occurs in the same drainage basin as the wetland impact.

3. Preservation sites may include buffer areas adequate to protect the habitat and its functions from encroachment and degradation.
4. Wetland creation, restoration, and enhancement opportunities shall have been considered, and preservation is the best mitigation option.
5. The preservation site has the potential to experience a high rate of undesirable ecological change due to on- or off-site activities.
6. The area proposed for preservation is critical for the health of the watershed or basin.

D. Mitigation Banks. ~~The director may approve use of c~~Credits from an approved wetland mitigation bank ~~may be approved for use~~ as compensation for unavoidable impacts to wetlands when:

1. The bank is certified by ~~the director~~federal and by state resource agencies with wetland jurisdiction;
2. The director determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
3. The proposed use of credits is consistent with the terms and conditions of the bank's certification. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification. ~~Bank credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification.~~ (Ord. 2006-633 § 2; Ord. 2004-603 § 2)

Section 6. The City Clerk and Community Development Director are directed to make such changes to the Mill Creek Municipal Code and any other planning and regulatory documents as necessary or appropriate to implement the above amendments.

Section 7. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this ordinance or its application to any other person or situation. The City Council of the City of Mill Creek hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 8. This Ordinance shall be effective 30 days after passage but no earlier than 5 days following publication of a summary that consists of this Ordinance's Title.

Section 9. The City Clerk and/or other entity responsible for codification of this Ordinance are authorized to make necessary corrections to this Ordinance including correction of

scrivener's/clerical errors, references, Ordinance numbering, section/subsection numbering and any references thereto.

Adopted this 23rd day of June, 2015 by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

APPROVED AS TO FORM:

SHANE A. MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____

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