



# 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.

Times listed on the agenda are approximate only. Discussions may sometimes cause remaining agenda items to be considered before or after their scheduled time. Citizens are welcome and encouraged to attend all sessions (except for Executive Sessions) of the meeting.

**Next Ordinance No.** 2015-795

**Next Resolution No.** 2015-529

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

**6:00 p.m. CALL TO ORDER:**

**6:01 p.m. FLAG SALUTE:**

**6:02 p.m. ROLL CALL:**

**6:03 p.m. AUDIENCE COMMUNICATION:**

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

**6:10 p.m. PRESENTATIONS:**

- A. Community Transit Update  
*(Todd Morrow and June DeVoll from Community Transit)*

**6:30 p.m. STUDY SESSION:**

- A. Snohomish County Interlocal Agreement for IT Services  
*(James Busch, Information Systems and Technology Manager)*  
*(Estimated Length of Discussion: 10 minutes)*
- B. Northwest Washington Incident Management Team  
*(Tom Gathmann, Public Works Director)*  
*(Estimated Length of Discussion: 20 minutes)*
- C. Emergency Services Coordinating Agency (ESCA) Dissolution  
*(Tom Gathmann, Public Works Director)*  
*(Estimated Length of Discussion: 20 minutes)*
- D. Construction Contract Award for a Pedestrian Pathway Lighting Contract  
*(Tom Gathmann, Public Works Director)*  
*(Estimated Length of Discussion: 10 minutes)*

**7:30 p.m. BUSINESS SESSION:**

**7:30 p.m. CONSENT AGENDA:**

- A. 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)*
- B. Payroll and Benefit ACH Payments in the Amount of \$217,575.01.  
*(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)*
- C. City Council Minutes of April 16, 2015
- D. City Council Minutes of April 17, 2015
- E. City Council Minutes of April 21, 2015
- F. City Council Minutes of April 28, 2015
- G. City Council Minutes of May 5, 2015

**7:35 p.m. ACTION ITEMS:**

- A. 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)*
- B. 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)*
- C. 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)*

- D. 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)*

**7:45 p.m. REPORTS:**

- A. Mayor/Council  
Boards/Commissions
  1. Design Review Board - 1/15/15
  2. Planning Commission - 3/19/15
  3. Art and Beautification Board - 4/8/15
  4. Park and Recreation Board - 4/1/15
  5. Park and Recreation Board - 3/4/15City Attorney  
City Manager  
Finance Director  
Director of Community Development  
Public Works Director  
Police Chief  
City Clerk

**8:05 p.m. AUDIENCE COMMUNICATION:**

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

**8:10 p.m. ADJOURNMENT**



## Key Facts 2015

Community Transit is Snohomish County's public transportation provider, created by voters in 1976. The agency provides local bus service within Snohomish County, commuter bus service to the UW and downtown Seattle, Dial-a-Ride Transportation (DART) paratransit service for people with disabilities and has one of the largest vanpool fleets in the nation. Community Transit also operates Sound Transit Regional Express bus service in Snohomish County.

The agency's primary revenue source is a voter-approved 0.9 percent sales tax (9 cents on a \$10 purchase). These figures represent service at the end of 2014.

### Agency

- 9.8 million passenger boardings in 2014 (up 8 percent over 2013).
- 25 local routes, 19 commuter routes, 6 Sound Transit routes (operated under contract).
- 557 direct employees.
- Service area: 1,305 square miles. Service area population: 542,727 (September 2014).
- 22 Park & Ride lots with 7,355 parking spaces.
- 14 Park & Pool lots with 426 leased parking spaces.
- \$78,951,863 sales tax revenue.
- 537,000 revenue service hours: 297,000 fixed route bus; 155,000 vanpool; 85,000 DART.
- 224 fixed route buses, including 23 Double Tall double deckers.
- 412 vanpool vans.
- 54 DART paratransit vehicles.

### Other Community Transit Facts

- Average weekday boardings (all modes): 36,200 passengers.
- Average Saturday boardings (all modes): 11,100 passengers.
- *Swift* bus rapid transit served more than 1.6 million passengers, about 5,000 each weekday.
- One in every six Community Transit customers rides *Swift*.
- Average local bus ride is five miles; average commuter bus ride is 21 miles.
- Longest local route: Route 270 from Gold Bar to Everett, 30 miles.
- Longest commuter route: Route 422 from Stanwood to Seattle, 55 miles.
- Emergency Route 231 serving Darrington after the mudslide was 88 miles each way.
- Two-thirds of Community Transit customers use local service within Snohomish County.
- 82 percent of weekday boardings occur on six major corridors.
- 68 percent of weekday boardings occur during peak commute hours.
- 40 percent of Snohomish County residents who work in downtown Seattle get there by bus.
- On Interstate 5, buses carry 25 percent of all commuters, but represent 1 percent of the vehicles.
- Community Transit has been awarded a Certificate of Excellence in Financial Reporting by the Government Finance Officers Association for 25 consecutive years.



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03/2015

### Transit Emphasis Corridors

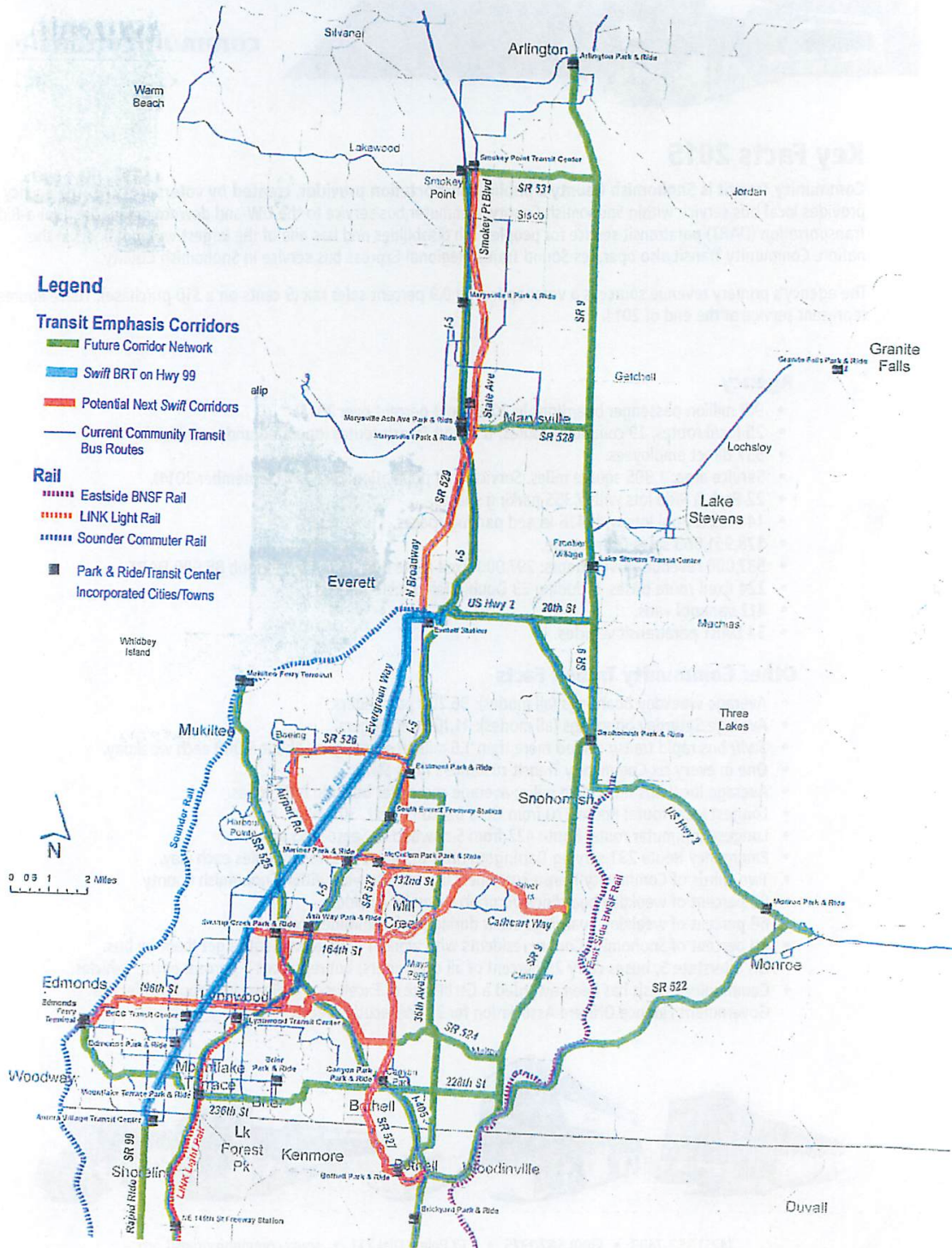
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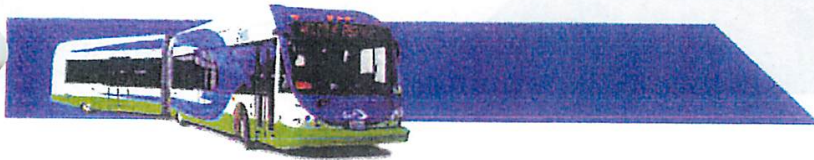
##### Transit Emphasis Corridors

- Future Corridor Network
- Swift BRT on Hwy 99
- Potential Next Swift Corridors
- Current Community Transit Bus Routes

##### Rail

- Eastside BNSF Rail
- LINK Light Rail
- Souder Commuter Rail
- Park & Ride/Transit Center
- Incorporated Cities/Towns





## **Second Line of Swift**

### **Bus Rapid Transit from Paine Field/ Boeing to Canyon Park**

The second line of Community Transit's *Swift* Bus Rapid Transit (BRT) will be traveling between Canyon Park, Bothell and Paine Field/Boeing. This 12-mile corridor will have 15 stations in each direction served by 60-foot articulated buses loading through three doors with off-board fare collection.

The *Swift* project will also include a new transit center – the Seaway Transit Center at 75<sup>th</sup>/Seaway – as well as transit priority improvements at the 128<sup>th</sup>/I-5 interchange.

This second line of *Swift* BRT will meet a critical need for east-west transportation options in Snohomish County, connecting a Regional Growth Center (Canyon Park) with a Regional Manufacturing and Industrial Center (Paine Field).

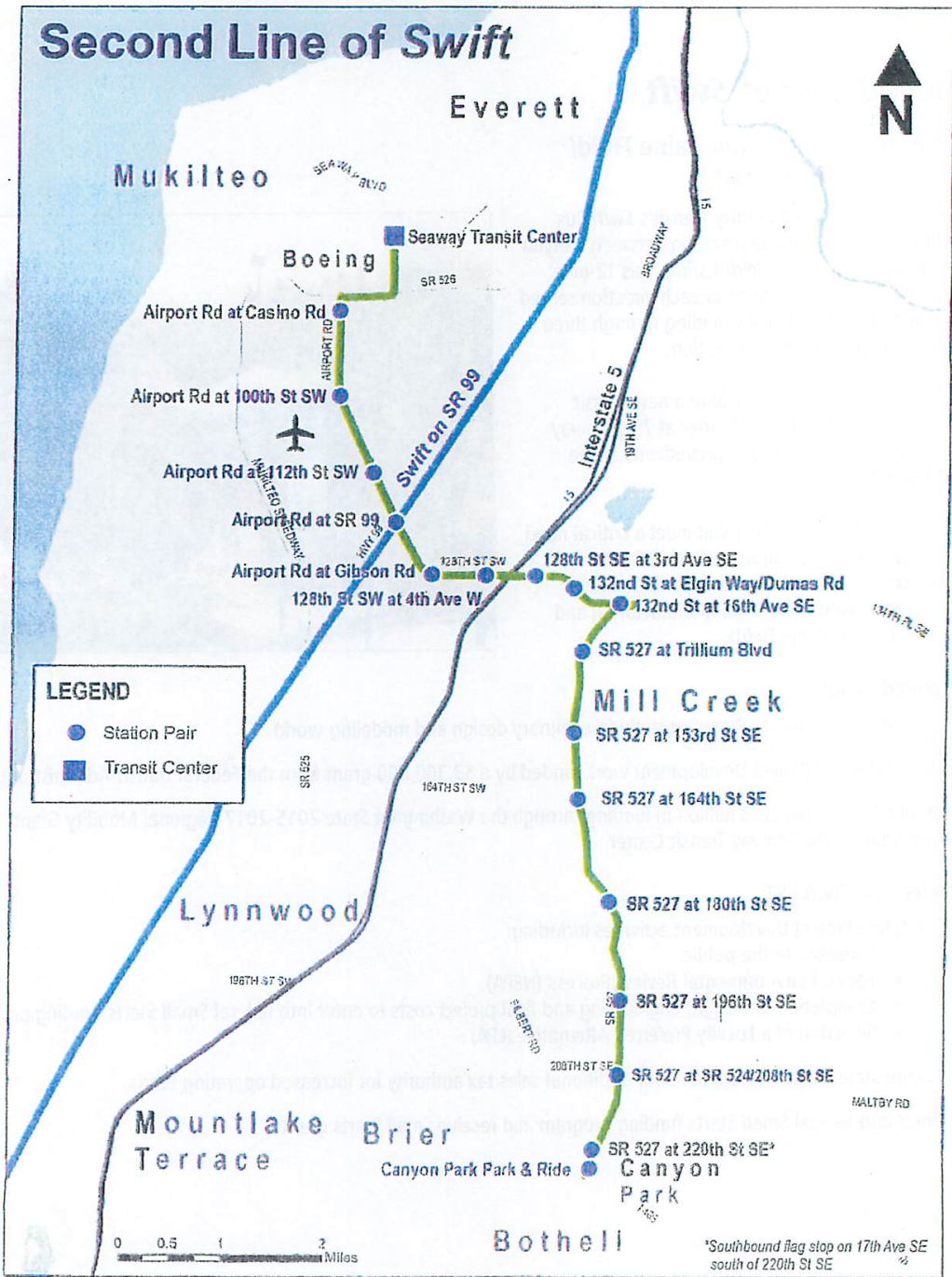


#### **Completed to date:**

- State-funded Corridor Planning study (preliminary design and modeling work)
- Initial steps of Project Development work funded by a \$3,360,000 grant from the Federal Transit Administration
- Ranked to receive \$6.8 million in funding through the Washington State 2015-2017 Regional Mobility Grant program for the Seaway Transit Center

#### **Next steps for *Swift* BRT:**

- Complete Project Development activities including:
  - » Outreach to the public
  - » Federal Environmental Review Process (NEPA)
  - » Completion of design, engineering and final project costs to enter into federal Small Starts funding program
  - » Selection of a Locally Preferred Alternative (LPA)
- Secure state legislative approval for additional sales tax authority for increased operating funds
- Enter into federal Small Starts funding program and receive Small Starts grant



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MILL CREEK CITY COUNCIL  
**AGENDA SUMMARY**

Date on Council Agenda: May 26, 2015

Subject: **SNOHOMISH COUNTY INTERLOCAL AGREEMENT FOR IT SERVICES**

Budget Impact: None

Contact Person/Department: James Busch, Information Systems and Technology Manager

**SUMMARY/BACKGROUND:**

The City of Mill Creek currently has an interlocal agreement with Snohomish County that expires on June 28<sup>th</sup>, 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 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 29<sup>th</sup>, 2015 and last for 5 years.

**STAFF RECOMMENDATION:**

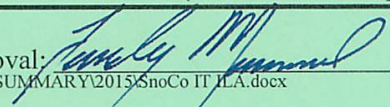
- Adopt the attached resolution authorizing the acting City Manager to execute the Interlocal Agreement with Snohomish County for IT Services

**COUNCIL ACTION:**

- Council Discussion
- Vote on the attached resolution

**ATTACHMENTS:**

- Resolution authorizing the acting City Manager to execute the Interlocal Agreement with Snohomish County for IT Services (with ILA attached)
- 2015 Supplemental Work Order (for informational purposes only)

City Manager Approval:  Date: 5/21/15

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**RESOLUTION NO. 2015 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY**

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WHEREAS, the City of Mill Creek and Snohomish County currently cooperate to provide each other with Information Services pursuant to Interlocal Agreement between the City of Mill Creek and Snohomish County recorded under Snohomish County recording number 201007010079 and is scheduled to terminate on June 28<sup>th</sup>, 2015; and

WHEREAS, the City of Mill Creek would benefit from continuing its cooperative relationship with Snohomish County for Information Services.

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

Section 1. The City Manager is authorized to execute the Interlocal Agreement between the City of Mill Creek and Snohomish County to Provide Information Technology Services, which is attached as Attachment A.

Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Adopted this 26<sup>th</sup> day of May 2015 by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, and \_\_\_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
RESOLUTION NO.: \_\_\_\_\_

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Attachment A

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: Gage Andrews

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3703 / (425) 388-3999

PUBLIC AGENCY: City of Mill Creek

AGENCY CONTACT PERSON: James Busch

ADDRESS: 15728 Main Street, Mill Creek, WA 98012

TELEPHONE/FAX: (425) 921-5729/ (425) 745-9650

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$50,000 for the five (5) year life  
of the Agreement

FUND SOURCE: City of Mill Creek

CONTRACT DURATION: June 29, 2015 through June 28, 2020

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH  
COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES**

THIS AGREEMENT BETWEEN THE CITY OF MILL CREEK AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services Information Services (the "County" or "SCDIS"), and the City of Mill Creek, a Washington municipal corporation ("COMC").

**RECITALS**

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

Attachment A

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS COMC is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, COMC requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services; and

WHEREAS, SCDIS requires supplemental information technology services from COMC in order to transmit information from Snohomish County Public Works transportation equipment back to the County, and to host a piece of SCDIS equipment for network operations;

**AGREEMENT**

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

1. Scope of Information Services:

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Order (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COMC, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service.
- b. The scope of information technology goods and information services to be provided by SCDIS to COMC are limited to the following:
  - i. Provide two (2) unit space in the Meet-Me Room rack to mount the COMC

Attachment A

- network equipment in the SCDIS data center, and
- ii. Provide for twenty-four (24) cross-connects to connect to other agencies or services located in the SCDIS data center, and
- iii. Other functions as may be mutually agreeable.
- c. The scope of information technology goods and information services to be provided by COMC to SCDIS are limited to the following:
  - i. Provide unit space in the COMC facilities for one (1) SCDIS coarse wave division multiplexing (CWDM) device, and
  - ii. Provide for transmission of information over the COMC fiber network for County Public Works information back to the County.

2. Treatment of Assets. Computer application programs and other software systems furnished to COMC by SCDIS are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COMC for which COMC is not reimbursed by SCDIS shall remain in COMC. Title to all property purchased by COMC for which COMC is reimbursed by SCDIS, and is used as a component of services provided under this Agreement, shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COMC shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COMC shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COMC.

If SCDIS property is lost, destroyed, or damaged, the COMC shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

Attachment A

3. Surrender of Property. The COMC shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COMC all property of COMC upon completion, termination, or cancellation of this Agreement.
4. Time of Performance. Pursuant to RCW 39.34.040 this Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either party's web site or (b) recording of the Agreement with the Snohomish County Auditor. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. Compensation: COMC may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COMC will pay SCDIS for services provided hereunder and as set out in SWOs.

Charges for information technology, goods and information processing services under this Agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COMC, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COMC annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COMC and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of

Attachment A

invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWOs with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by the COMC under the Section 7 of this Agreement are not subject to late payment charges.

6. Obligations of COMC are as follows: As to all new COMC acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this Agreement, COMC shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

COMC shall make payment to SCDIS of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

COMC shall allow space for the SCDIS CWDM device in the COMC facilities, and the ability for information to be transmitted on the COMC fiber for the County Public Works operations.

7. Mutual Covenants: COMC will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COMC believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/ or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment effective upon execution by both COMC and SCDIS. SWOs may only be modified by written agreement of the parties.

Attachment A

Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate information processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COMC's processing requirements as of the execution of this Agreement.

8. SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it deems appropriate;

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COMC systems and services as listed in the SWO. SCDIS will not bill COMC until SCDIS has accepted service and/or system delivery responsibility. COMC is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

9. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this Agreement. SCDIS and COMC shall keep all records required by this contract in accordance with statutory archival requirements.

10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, COMC shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COMC's performance of this Agreement, including claims by COMC's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, SCDIS shall hold



Attachment A

harmless, indemnify, and defend, at its own expense COMC, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COMC, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COMC and SCDIS, including claims by COMC's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COMC and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will SCDIS or COMC be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COMC under this Agreement or any SWO hereunder, even if SCDIS or COMC has been advised of the possibility of such damages.
12. Compliance with Laws: SCDIS and COMC shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COMC will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: SCDIS and COMC shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each party.

Attachment A

14. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COMC as needed over a five (5) year term. SWOs will be executed by both parties as necessary and will describe the work to be done and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
16. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
17. Public Records Act: This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of COMC are needed for the County to respond to a request under the Act, as determined by the County, COMC agrees to make them promptly available to the County. If COMC considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, COMC shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to

Attachment A

inspect or copy the information so identified by COMC and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify COMC (a) of the request and (b) of the date that such information will be released to the requester unless COMC obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COMC fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COMC to claim any exemption from disclosure under the Act. The County shall not be liable to COMC for releasing records not clearly identified by COMC as confidential or proprietary. The County shall not be liable to COMC for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

18. Severability: Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
19. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either party's web site.

Attachment A

“SCDIS”

“COMC”

SNOHOMISH COUNTY

CITY OF MILL CREEK

By: \_\_\_\_\_  
County Executive                      Date

By: \_\_\_\_\_  
City Manager                              Date

Approval Recommended:

\_\_\_\_\_  
Gage Andrews, Director  
Snohomish County  
Department of Information Services

Approved as to Form Only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City of Mill Creek Attorney

EXHIBIT A, SCDIS/ COMC SWO-001-15

## **Supplemental Work Order (#SWO-001-15 COMC)**

### **Exchange of Services between the City of Mill Creek and SCDIS**

This Supplemental Work Order (SWO) is executed between Snohomish County, through its Department of Information Services (the “County” or “SCDIS”), and City of Mill Creek (“COMC”) pursuant to the terms and conditions of that certain Interlocal Agreement between the City of Mill Creek and Snohomish County to Provide Information Technology Services (IMA) dated as of \_\_\_\_\_, 2015. The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the IMA. This SWO sets forth the obligations of the parties with respect to SCDIS’s provision of information services to COMC. This SWO also serves as the Service Level Agreement between COMC and SCDIS.

- 1. Purpose:** The purpose of this SWO is for SCDIS and COMC to provide supplemental information technology services to one another as outlined in this SWO and the appendices.
- 2. Scope of Work:** The specific services covered by this SWO include:
  - a. SCDIS will provide single mode fiber cross connect between SCDIS demarcation point and COMC switching equipment in the Meet Me rack in the SCDIS data center. SCDIS will mount, provide power, and energize COMC’s network equipment; and
  - b. COMC will provide space in their facilities for the SCDIS Coarse Wave Division Multiplexing (CWDM) device and the ability for data to be transmitted on the COMC fiber network for County Public Works for public safety use in support of County traffic signals; and
  - c. The “primary” items listed in Appendix A – Services Listing, attached hereto and by this reference made a part of this SWO, and any item directly “associated” with the primary items after acceptance by SCDIS, per terms of section #1 of Attachment A of this SWO; and
  - d. The “Basic Services” described in Appendix B, attached hereto and by this reference made a part of this SWO.
- 3. Term and Termination:** The term of this SWO is from June 29, 2015 and shall be effective for the period of the IMA unless terminated upon written notification to the other party. Either party may terminate this SWO upon ninety (90) day’s written notification to the other party. In the event the IMA is terminated, this SWO shall also terminate on the IMA termination date.
- 4. Designated Points of Contact and Escalation Points.** SCDIS’s designated point of contact for COMC to request support services, contact Service personnel, request problem status updates, and receive problem resolutions is via the SCDIS Service Desk at (425) 388-3378, Monday – Friday, 7:30 a.m. – 5:00 p.m. Schedule is subject to change by written notice from SCDIS.

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EXHIBIT A, SCDIS/ COMC SWO-001-15

SCDIS Contacts and Escalation Points:

Service Desk	425-388-3378
Service Desk Supervisor	425-388-3938
Networking / Telecom Supervisor (Secondary)	425-388-7171
Client Services Supervisor	425-388-3938
Systems Manager (Primary)	425-388-3212
Technology Coordinator	425-388-3904
Director:	425-388-3730
FAX:	425-388-3999

COMC's designated point of contact for SCDIS to send invoices, problems solve, and otherwise conduct business shall be:

COMC Primary Contact: James Busch, IT Manager  
425-921-5729 / 206-713-5740  
jamesb@cityofmillcreek.com

Additional COMC staff members: Tom Gathmann, Public Works  
425-921-5722  
tomg@cityofmillcreek.com

- 5. Payment for Services:** SCDIS will invoice COMC for services as they occur for the costs of the after-hours response as specified in Appendix A of this SWO. Payment of invoices shall occur within net thirty (30) days from receipt of invoice. Payments that are more than thirty (30) days delinquent shall incur a one percent (1%) late payment fee. Invoices with balances more than ninety (90) days delinquent may be terminated by SCDIS and services discontinued.
- 6. Declined Equipment:** No equipment is provided by this SWO. All equipment maintenance is the responsibility of COMC and SCDIS for their respective equipment.
- 7. Pricing and Service Fees:** Due to the co-location of equipment on each other's premises and the need for the agencies to receive services from one another, SCDIS and COMC mutually agree to exchange the services set forth within this SWO without cost to one another. The exception to this no-cost exchange will be that charges will apply when COMC requests after-hours services that require SCDIS to respond. The pricing and fee schedule for services provided by SCDIS are outlined in Appendix A of this SWO.
- 8. Modifications / Changes:** This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.
- 9. Order of Precedence:** If there is a conflict between this SWO and the IMA, the conflict will be resolved by giving precedence first to the IMA.
- 10. Assignment:** Neither party shall assign any of the rights, duties, or obligations covered by this SWO without the prior express written request and consent of each party.

EXHIBIT A, SCDIS/ COMC SWO-001-15

**11. Notices:** Notices and other communications between SCDIS and COMC that are required by or specified in this SWO may be delivered by electronic mail. Communications related to this SWO may be directed to Snohomish County Department of Information Services at: [SIS-Telecommunications@snoco.org](mailto:SIS-Telecommunications@snoco.org). COMC shall provide SCDIS with a valid email address to be used by SCDIS for communications related to this SWO and shall update that address as needed ([jamesb@cityofmillcreek.com](mailto:jamesb@cityofmillcreek.com)). SCDIS shall fulfill its obligations under this SWO by providing COMC with notice at the email address most recently provided by COMC for use in providing notices pursuant to this SWO.

**12. Responsibilities and Service Level Expectations:**

**a. SCDIS Responsibilities:**

- i. Provide COMC's fiber vendor a termination point for a single pair of single mode fiber.
- ii. Provide COMC two (2) units of rack space and Uninterruptable Power Supply power in SCDIS's Data Center for an Ethernet switch.
- iii. Provide path for fiber or single mode fiber between termination point and COMC's equipment.
- iv. SCDIS takes no ownership regarding the repair of COMC owned equipment.
- v. SCDIS will provide escorted access to the Network Operations Center (NOC) between the hours of 6:00 am and 12:00 am Monday through Friday and 7:00 am to 3:00 pm on Saturdays. Access to Network Operations Center after hours or on Sundays will result in a minimum three (3) hour charge at one hundred dollars (\$100.00) per hour. An additional two hundred dollars (\$200.00) per-incident will be charged as a flat fee for each after-hours incident that exceeds twelve (12) hours in duration. COMC can contact SCDIS at 425-388-3378 for access to the facility.

**b. COMC Responsibilities**

- i. Provide fiber connectivity between COMC and SCDIS data facilities, subject to COMC's separate contractual rights and obligations for use of the leased fiber.
- ii. Provide Ethernet Switching equipment for two (2) units of rack space within SCDIS Data Center.
- iii. Provide maintenance of Ethernet Switching equipment.
- iv. Provide SCDIS space for one Coarse Wave Division Multiplexing device (CWDM) in the COMC facilities.
- v. Provide 1Mbps transportation back to SCDIS on the COMC fiber for public safety use in support of Public Works traffic signals. This transportation is subject to COMC's separate contractual rights and obligations for use of the leased fiber. COMC does not warrant the connectivity or merchantability of the fiber beyond the warranties provided to COMC by the fiber owner.
- vi. COMC takes no ownership regarding the repair of SCDIS owned equipment.

EXHIBIT A, SCDIS/ COMC SWO-001-15

- 13. Emergency Response:** Emergency shall mean network outage, multi-user outage/critical event, or when COMC is unable to conduct business.
- a. **Response Time** *2 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 14. Priority Problem Response:** Priority problem shall mean network impairment, or when COMC is still able to conduct business but no practical workaround exists.
- a. **Response Time** *3 Hours*
  - b. COMC shall make contact with the SCDIS Service Desk upon discovery of an event to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident within the response time indicated and escalate the problem as necessary to achieve resolution. SCDIS will schedule network operations access as necessary.
- 15. Routine Response:** Routine response shall mean that the user is inconvenienced, or non-mission-critical application is impaired and a practical workaround exists.
- a. **Response Time** *3 Days (Maximum)*
  - b. COMC shall make contact with the SCDIS Service Desk to notify SCDIS of the event. The notification to the Service Desk will initiate the SCDIS response. SCDIS shall respond to the incident when all other service requests of a higher priority have been answered, and SCDIS shall make every effort to respond within three (3) business days of receiving notification of the problem. This category includes, but is not limited to, training issues, minor operational issues, and minor system inconveniences.
- 16. SWO Management:** Unless otherwise indicated, all correspondence regarding this SWO should be directed to:

COMC Primary Contact: James Busch, IT Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012  
(425) 921-5729 / (206) 713-5740  
Jamesb@cityofmillcreek.com

SCDIS Primary Contact: JD Braathen, Telecom Network Engineering Supervisor  
Snohomish County, Department of Information Services  
3000 Rockefeller Avenue, M/S 709  
Everett, WA 98201  
(425) 388-7171  
JD.Braathen@snoco.org



EXHIBIT A, SCDIS/ COMC SWO-001-15

By their signatures, SCDIS and COMC hereby acknowledge and accept the terms and conditions of this SWO.

**Approved**

**Approved**

**City of Mill Creek**

**Snohomish County**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

EXHIBIT A, SCDIS/ COMC SWO-001-15

**Appendix A to Exhibit A- SWO COMC Services List and Summary Annual Costs**

SCDIS will provide the following services at the prepaid support rate identified below.

**Network Services:**

Services	Function and Identification	Qty	Date of Activation	LOC	Charge Each	Monthly Charge	Annual charge
Net Equipment Hosting 2 Rack Unit Space, first 24 cross connects	Connectivity/Equipment hosting	12	06/01/2010	SCDIS		\$0.00	\$0.00

**SWO-001-15 - Total Recurring Charges: \$0.00 \$0.00**

**After-Hours Requests:**

Services	Rate	Comments
After Hours Incident Request	\$100.00 per hour	3 hour minimum charge
After Hours Incident Exceeding 12 Hours	\$200.00	Flat fee in addition to the per hour charges

Note: Access during normal business hours will be covered under the Net Equipment Hosting service.

EXHIBIT A, SCDIS/ COMC SWO-001-15

**Appendix B to Exhibit A – SWO Basic Services**

Basic Services shall include co-location of COMC equipment within the Snohomish County Data Center. Co-location space has been established for Ethernet switching equipment and consists of 2 rack units.

Hours of Service:

**Interactive:** Monday through Friday 8:00AM through 5:00PM

**Maintenance:** Monday through Friday \*8:00AM through 5:00PM

**\*Note:** Saturday, Sunday, & Holidays Not Applicable. Resources may not always be available due to emergency and/or other contingencies.

**Scheduled Outage for Maintenance:** Each Saturday between 7:00 am and 12:00 pm is scheduled for regular maintenance. This is essential to network health. Intermittent outages may occur during this period. SCDIS will notify COMC 24 hours in advance of any maintenance being performed that could impact COMC network operations.

**Network Services Infrastructure**

Support Services and Maintenance

SCDIS shall provide support services and maintenance on SCDIS owned equipment as needed for standard transport services. This support and maintenance also includes all time and materials necessary to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by SCDIS.*

Network Equipment Hosting

SCDIS shall provide data center net equipment hosting of COMC owned equipment and transports in order to access SCDIS standard transport services: It will be incumbent on COMC to return this service and its associated equipment to working condition upon failure. *These devices and transports will be owned, operated and configured by the COMC.*

Purchase, Delivery and Installation

COMC shall purchase, prepare and deliver mutually agreed upon Ethernet switching equipment for placement in the Snohomish County Data Center.

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EXHIBIT A, SCDIS/ COMC SWO-001-15

Warranty Repair Assistance

COMC shall be solely responsible for warranty and repair of COMC owned equipment.

Help-Desk Dispatch and Telephone Support

SCDIS shall provide a single-point service to report suspected SCDIS problems which might involve **SCDIS owned equipment and transports** and to assist with Snohomish County Data Center access and escort arrangements.

- Logging calls and dispatching the appropriate resources as necessary for on-site resolution/escort.
- Provide telephone support to assist COMC in the restoration of SCDIS contracted services.

COMC shall utilize this service to help insure that requests for assistance are proactively tracked and managed consistent with practices of SCDIS.

Basic Assistance

Basic assistance is limited to efforts deemed reasonable by SCDIS to encourage and promote the sharing of knowledge and information consistent with building cooperative services of interest to both the COMC and SCDIS.

In the event that SCDIS deems requests for assistance are beyond the scope of this SWO, SCDIS will work with COMC to develop and recommend approaches to meet COMC requirements.

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MILL CREEK CITY COUNCIL

## **AGENDA SUMMARY**

Date on Council Agenda: May 26, 2015

Subject: **NORTHWEST WASHINGTON INCIDENT MANAGEMENT TEAM**

Budget Impact: \$0.05 per capita per year or \$1,000 for a population of 20,000

Contact Person/Department: Tom Gathmann, Public Works Director

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### **SUMMARY:**

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 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.

Agenda Summary  
May 26, 2015  
Page 2

Some background information on the NWIMT from their website has been attached. Although some of the information is dated, the general concepts and overview is accurate and informative.

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**BACKGROUND:**

- The Northwest Washington Incident Management Team (NWIMT) was formed in 2006 to provide an All Hazards, Multi-jurisdictional resource to local governments for emergencies.
- The NWIMT has grown to include 26 agencies and has been a key resource in many of the emergency incidents in the region in the past eight years.
- Annual NWIMT membership fees are currently \$0.05 per capita with no staffing obligations from members, but opportunities for training are available for qualified individuals as space is available.

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**STAFF RECOMMENDATION:**

- Adopt the attached resolution authorizing the City Manager to execute the Interlocal Agreement for City membership in the Northwest Washington Incident Management Team

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**COUNCIL PROCESS/ACTION:**

- Presentation by Tom Gathmann, Director of Public Works
- Council discussion and adoption of Resolution to Authorize the City Manager to execute the Interlocal Agreement to join the NWIMT

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**ATTACHMENTS:**

- Background information on the concept and purpose of Incident Management Teams
- Resolution for City membership in the Northwest Washington Incident Management Team
- Northwest Washington Incident Management Team Interlocal Agreement
- Northwest Washington Incident Management Team Rate Schedule

City Manager Approval: \_\_\_\_\_

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

*Julie M. Gammal*      *5/21/15*

G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2015\NWIMT ILA.doc

## **Northwest Washington Incident Management Team (NWIMT) FAQ**

### **1. What is an Incident Management Team (IMT)?**

An IMT is a team of highly trained, experienced and credentialed people that can come together and deploy with appropriate equipment and personnel. The team functions under the National Incident Management System (NIMS) to support the incident management needs of local communities and agencies when requested during major emergency events. There are different types of IMT's based on qualifications and experience:

- Type 1 - National Team
- Type 2 - State Team
- Type 3 - Regional Team
- Type 4 - Local team

### **2. Why do we need a regional Northwest Washington IMT?**

The five counties of Island, San Juan, Skagit, Snohomish, and Whatcom are natural partners, as they share similar demographics and hazard potential, and are in the same established region for Homeland Security, Law Enforcement, Health, and Fire Mobilization. The Northwest WA IMT would be a multi-discipline, all-hazards, Type III incident management team that would **provide immediate assistance to local agencies within the region during major emergency events** and serve as a bridge to the potential later arrival of State (Type II) and Federal (Type I) incident management teams in very large disasters. "All-hazards" incidents include terrorism, hazardous materials releases, earthquakes, floods, train derailments, plane crashes, search and rescue operations, weather related incidents, volcanic activity, dam failures, wildland fires and large, planned community events.

### **3. How is the IMT staffed?**

The IMT would be staffed by a broad cross-section of disciplines such as Police, Fire, Medical Service, Public Health, Public Works, Emergency Management, Finance, Administration, etc. who are available to deploy and are trained and credentialed to manage all aspects of any type of incident that may occur. A typical deployment would be from 2-14 days.

### **4. How is the IMT governed?**

An inter-local agency is being formed called the **Northwest Washington Incident Management Team**. This is a joint board, representing key emergency management disciplines from cities, counties, health districts, emergency management and responder organizations and tribes in the region. The purpose of this group is to provide guidance on policy and procedures to ensure the Incident Management Team (IMT) responds in a coordinated, cooperative, effective and efficient manner to emergencies throughout the 5 counties.

**5. How will the IMT be deployed?**

The IMT, when authorized by the Board, could deploy as a full team or a partial (called a "short" team) with the personnel needed to assist a jurisdiction during an emergency event, or potentially with pre-planned, large-scale public assemblies. The team could deploy quickly, meld into an existing structure or set up an operation and arrange for an appropriate response to any situation.

**6. What would be our role in the NWIMT?**

Member entities would have representation and one vote on the Board. They would also have to pay their share of the annual budget, based on population. They could also have IMT participants, who would have to be released for deployment. Lastly, the member entity may themselves have need of IMT services.

**7. What obligations do I incur as a signer of the agreement?**

Details are still being worked out, but signers of the agreement may have to pay their share of the annual budget, based on population. Many participating jurisdictions would contribute the staffing and resources necessary to staff the IMT and respond to the event. Disaster reimbursements may be available to jurisdictions. Homeland Security grants, administered through the State DHS Region I, have already been used for equipment and may also be available for training costs. Personnel costs of the team members would be borne by the member's home agency, except in instances where State, Federal, or a Responsible Party provides reimbursement.

**8. What is the obligation when a member of my agency is allowed to participate as a team member?**

The member agency would have to release IMT members from their organization to participate in an emergency deployment when the particular members' team is on call. Additionally, mandatory training would be required for all participants on a regular (quarterly or semi-annual) basis. This training would generally be at the home agency expense.

**9. What are the benefits to allowing members of my agency to participate?**

The IMT provides a coordinated, qualified and experienced emergency response resource for events that exceed the capabilities of local entities. The highly trained and experienced members of the IMT are also members of their local agency, where their value as a resource is much increased. Their training will benefit the home agency in smaller events and day-to-day activities. Support and utilization of an IMT also demonstrates to the public that elected officials are being proactive about public safety and response to future events.






**Developing a Incident Management Team, a Regional Success Story**

Lyn Gross C.E.M. Director, Emergency Services Coordinating Agency

An Incident Management Team (IMT) is a highly trained, experienced and credentialed group of people that come together to provide logistical, planning and operational support to support the management of major emergencies. Tie this concept together with a multi-discipline membership approach and you have professional skill and talent to suit any emergency.


The function of a Type 3 all-hazards team is to assist jurisdictions confronted with an incident beyond its capability in either scope or duration. The team brings:

- A robust management framework to support the jurisdiction in bringing the incident to a conclusion
- Logistical support, such as securing food, housing, sanitation, transportation and equipment
- Public information and notification support
- Operational support and expertise
- Communications planning and infrastructure
- Recordkeeping and planning functions
- Safety measures and accountability for those operating at the incident



The IMT is capable of operating in a variety of disasters including; fire, earthquake, floods, hazardous materials incidents, transportation accidents, volcanic activity, search and rescue, and weather related incidents. The IMT can also be used for large planned community activities and events.

The Northwest Washington Incident Management Team (NWIMT) began as a concept of the Washington State Region One Homeland Security Council in 2005 and has taken on a life of its own as a multi-jurisdiction, multi-discipline team. The team membership consists of a cross section of members from 5 counties with backgrounds that include police, fire, public works, emergency management, public health, information services, finance and medical services. Its membership consists of 45 highly trained individuals prepared to respond anywhere within the region for up to 14 days in support of any type of emergency. Deployment of the team is scalable, meaning that the NWIMT Incident Commander may determine the number of positions necessary to support a given event.



During the NWIMT development process an interim board of directors was formed to determine such things as governance, funding and long term management. Members included fire, emergency management, public health, information and technology, elected official, law enforcement, public works, emergency medical services and tribes. This group was supported by a working committee who developed operating guidelines and sponsored training activities. These individuals made a two year commitment to the development of the NWIMT. At the end of the two year development, the interim board will be

replaced by a multi-discipline board elected from participating jurisdictions and agencies.

During its first year the board developed an Interlocal agreement and bylaws by which the NWIMT will be governed over the long term. A lead coordinating agency was selected to establish business activities and manage the day-to-day administrative functions. Participating agencies include cities, counties and special districts within the 5 county region.

During the team-building phase, funding was collected at .05 per capita from each participating agency. This will continue until such time that participation is sufficient to allow for the amount to be reduced. Optimally, all cities, and counties will become participants, keeping the costs very manageable for everyone. The NWIMT will also pursue grant opportunities to support team building, equipment and ongoing operations.

Participating agencies will receive services from the NWIMT at no charge for the first 72 hours of deployment. Non-participants will be billed for NWIMT services beginning at time of arrival. Response to jurisdictions outside the region will also be charged for services. Recovered costs for deployment will be used to reimburse agencies for staff time and for operating supplies and equipment.

The NWIMT is fully equipped with a 21ft fully self contained Command Post , communications system, computers, printers, copy machine, visual display and generators. All of the equipment was acquired through Homeland Security grants.

The NWIMT members have taken the "All Hazards Incident Management Team" training course sponsored by the US Fire Administration and will continue with position specific training through the National Fire Academy. The NWIMT conducts quarterly training activities and will also be involved in shadowing assignments with Type 2 (state) and Type 1 (federal) IMT's during the upcoming year. The NWIMT has been certified by the U.S. Fire Administration and is on the roster for national deployments.

For additional information regarding the Northwest Washington Incident Management Team contact Lyn Gross, C.E.M., Lead Coordinating Agency Director [lyn@esca1.com](mailto:lyn@esca1.com) or Incident Commander, Assistant Chief Tod Gates at [tgates@ci.lynnwood.wa.us](mailto:tgates@ci.lynnwood.wa.us)



# Northwest Washington Incident Management Team

## Executive Summary

### INTERIM BOARD OF DIRECTORS

*Peter Browning  
Director  
Skagit County  
Health Department*

*Randy Carroll  
Chief  
Bellingham Police  
Department*

*Bill Franz  
Director  
Lynnwood Public  
Works Department*

*Murray Gordon  
Chief  
Everett Fire  
Department*

*Lyn Gross  
Director  
Emergency Services  
Coordinating  
Agency*

*Mary Margaret  
Haugen  
State Senator*

*Marty Mulholland  
Director  
City of Bellingham  
Information  
Technology Services*

*Bonnie Robinson  
Executive Director  
North Region EMS  
& Trauma Care*

*Curt Russell  
Homeland Security  
NW Tribal  
Emergency  
Management  
Council*

**TEAM IC**  
*Tod Gates  
Assistant Chief  
Lynnwood Fire  
Department*

*This summary is intended to give a high level overview of the role and organization of an IMT. Additional details are available from any board member of working group participant.*

### Background

A goal of the U.S. Fire Administration is to develop state and regional incident management teams (IMTs) that will function under the National Incident Management System (NIMS) to assist local jurisdictions in the management of large and/or complex emergency incidents. These teams are categorized based on their level of training and expected deployment strategy as either Type 2 (State), or Type 3 (Regional) teams. The teams are designed to transition to Type 2 or Type 1 (National) if the incident grows in size, complexity or if it becomes an incident of national significance.

A Type 3 IMT can either support an existing incident command structure, or can assume command of an incident, if requested to do so by the jurisdiction having authority over the emergency. The goal of the Northwest Washington Incident Management Team (NWIMT) is to stand up a Type 3 IMT that is capable of responding to all-hazards incidents within the region. All-hazard means that the team is prepared for all emergency incidents including: terrorism, hazardous materials releases, earthquakes, and floods.

Individuals from a broad cross section of disciplines including law enforcement, fire/ems, public works, emergency management, public health, and general administration will staff the team.

The proposal is to create a team with members from Island, San Juan, Skagit, Snohomish, and Whatcom counties. The five counties are natural partners as they share similar demographics, hazard potential, and are in the same Homeland Security, Law Enforcement, Health, and Fire Mobilization region.

The function of a Type 3 all-hazards team is to assist any jurisdiction that is confronted with an incident that is beyond its capabilities in either scope or duration. The team brings some of the following capabilities to an incident:

- A robust management framework to support the jurisdiction in bringing an incident to conclusion
- Logistical support, such as securing food, housing, sanitation, transportation, shelters, equipment

## *NWIMT Executive Summary – page 2*

- Public information and notification support
- Operational support and expertise
- Communications plan and infrastructure
- Record-keeping and planning functions
- Additional safety measures and accountability for those operating at the incident

### Governance

By signing an interlocal agreement, agencies will create NWIMT. The current Interim Board of Directors will serve through 2007 to ensure continuity during the start up phase of the organization. For 2008, representatives will be elected from key disciplines with staggered two-year terms. The disciplines are: administrative and financial services, emergency management, health care, information services, fire services, law enforcement, public works, and public health. A representative of the lead coordinating agency also will sit on the board. The Joint Board is charged with providing policy direction and support for the incident management team including approving standards for team member training and certification.

### Funding

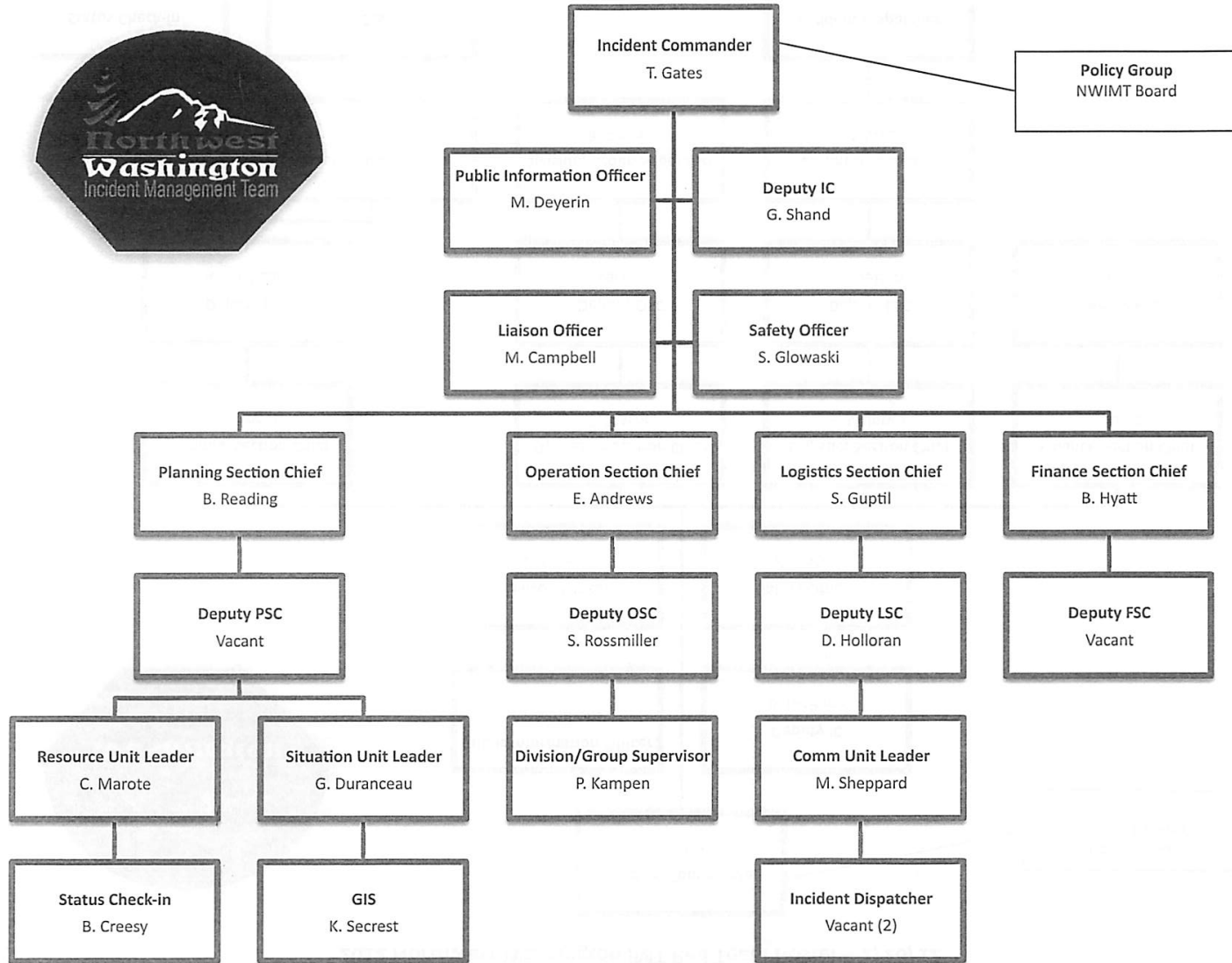
Equipment, training, and personnel costs are required to establish and maintain the team. Base funding will be provided by annual assessments of member agencies. Cities, counties, and tribes contribute \$.05 per capita, while other governmental agencies contribute a fee based on their operating budget. Agency commitment is needed to cover the personnel costs associated with the participation of team members in infrequent deployments (0-5 days) and quarterly training sessions (3 hours). Additional funding is anticipated from State and Federal grants. Certain events may qualify for State, Federal, or a Responsible Party reimbursement of personnel-related costs.

### Team Organization

The team is comprised of approximately 15 key positions, with each position having three people trained to effectively create three operational units that would rotate on call to provide 365 days of coverage per year. Any deployment is scalable, meaning that the Team Incident Commander may determine the number of positions necessary to respond to an incident. For example, a request may be made for a small number of people to provide consultation on an incident, or it may be that the entire team is needed for a complex incident.

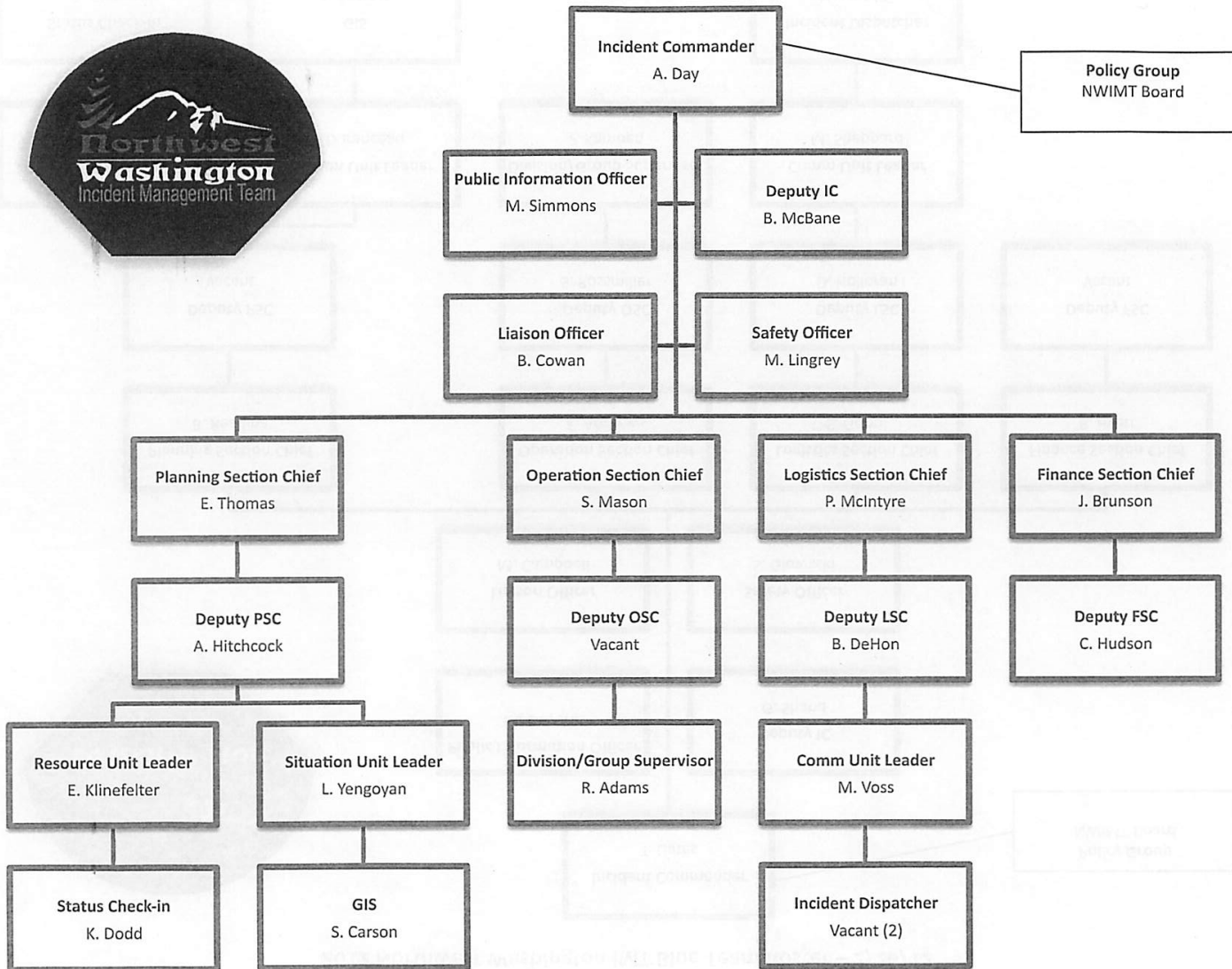
Each unit is headed by an Incident Commander, who has Chiefs to head up functional sections of Planning, Finance, Logistics and Operations. Each section has support positions as well. An example of an organizational chart is attached.

2012 Northwest Washington IMT Blue Team Roster – 2/26/12





### 2012 Northwest Washington IMT Red Team Roster – 2/26/12





**NWIMT Rate Schedule Sept-2014 through Aug-2015**

The following rates are calculated using a rounded and averaged overtime rate for personnel in each NWIMT position.

Member Agency/Jurisdiction Rates: The first 72 hours are provided at no charge. Additional hours are calculated on an hourly basis.

Non-Member Agency Rates: Non-member agency/jurisdictions are charged from the time of NWIMT arrival with an 8 hour minimum charge. Additional hours are calculated on an hourly basis.

Member Rates:

Short Team:                      Initial 72 hours - no charge  
    Hourly Rate - \$1030.00

Long Team:                        Initial 72 hours - no charge  
    Hourly Rate - \$1650.00

Non-Member Rates:

Short Team:                        Hourly Rate - \$1340.00  
    8 hour minimum

Long Team:                         Hourly Rate - \$2145.00  
    8 hour minimum

NWIMT Trailer and Equipment Rate:

Member Rate:                      Initial 72 hours – no charge  
    Additional time billed in 24 hour/day increments at  
    \$1030.00

Non-Member Rate                 \$1304.00 per 24 hour/day  
    Minimum charge \$1340.00

**RESOLUTION NO. 2015 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT TO JOIN THE NORTHWEST WASHINGTON INCIDENT MANAGEMENT TEAM**

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WHEREAS, the City of Mill Creek is committed to protecting the welfare of its citizens as best as it is capable; and

WHEREAS, the staffing and financial resources of the City are insufficient to provide emergency management operations in certain severe disaster and emergency situations; and

WHEREAS, the Northwest Washington Incident Management Team was created and has the resources and capability to manage emergencies beyond the capability of the City; and

WHEREAS, the Northwest Washington Incident Management Team is willing to offer those emergency management resources and capabilities to other cities, counties, and agencies; and

WHEREAS, it would benefit the City of Mill Creek and its citizens to readily have available such resources and capability;

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

Section 1. The City Manager is authorized to execute the Northwest Washington Incident Management Team Interlocal Agreement, which is attached as Attachment A, on behalf of the City of Mill Creek.

Section 2. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Adopted this 26<sup>th</sup> day of May 2015 by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, and \_\_\_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
PAM PRUITT, MAYOR



ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

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**INTERLOCAL AGREEMENT**

**Northwest Washington Incident Management Team**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this 26th day of October, 2006, by and between those Washington cities, counties, fire districts and other governments identified on the attached Exhibit "A" as may be amended from time to time. Hereinafter, all of the member governments may be referred to individually as "Member" or "party" and collectively referred to as the "Members" or the "parties."

**WHEREAS**, the Members believe that it is in their best interests to reach an agreement to participate as a group for the mutual advantage of all Members in the provision of efficient and effective incident management support. The group will be called the Northwest Washington Incident Management Team ("NWIMT").

**WHEREAS**, pursuant to Chapter 39.34 of the Revised Code of Washington, the Members desire to create a joint board to govern this joint undertaking.

**WHEREAS**, the Members desire to set forth the organizational structure, the legislative control, the funding guidelines, and the overall operation of NWIMT.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows.

**1. Joint Undertaking.** The undersigned parties hereby agree to participate in NWIMT, which shall be organized and structured by the terms of this Agreement, and governed and administered in accordance with this Agreement.

**2. Purpose.** The purpose of the NWIMT is to establish a coordinated multi-discipline interagency Type Three Incident Management Team in Northwest Washington, to include the geographic areas of Snohomish, Whatcom, Skagit, Island and San Juan Counties.

**3. Joint Board.** An Interim Board has been established to oversee the development of the Incident Management Team. The Interim Board shall continue oversight of the IMT development process until January 1, 2007. After which, the Members agree to establish a Joint Board of nine members which shall be the governing body for NWIMT. The Joint Board shall oversee implementation of this Agreement and shall form an Operational Committee as set forth below.

**3.1 Directors.** A Joint Board shall be elected from among the Members. The Joint Board shall consist of a representative from Law Enforcement,

Fire Service, Emergency Management, Healthcare, Public Health, Public Works, Admin/Finance, Information Technology and the Lead Coordinating Agency. Such representatives shall be called "Directors." A majority of Directors shall constitute a quorum.

**3.2 Officers.** The Joint Board shall elect a Chair who shall preside at meetings of the Joint Board and shall perform such other duties as are incident to the office or are properly required by the Chair of the Joint Board. If necessary, the Joint Board may provide for the election of additional officers.

**3.3 Working Group.** The Joint Board shall form a Working Group comprised of ten individuals from among the Members. The Operating Committee shall oversee the day to day operations of NWIMT. The Working Group may establish standards, guidelines, policies, and procedures as necessary to the management and operation of NWIMT and consistent with this Agreement. All such standards, guidelines, policies, and procedures may be reviewed, modified, or eliminated at the discretion of the Joint Board.

**3.4 Regular Meetings.** There shall be regular meetings of the Joint Board not less frequently than once each calendar year. Special meetings of the Joint Board may be called at any time by the Chair or upon written request of any two Directors.

**3.5 Compliance with Law.** In all respects, the Joint Board, and each Director, shall comply with all applicable laws and regulations, including Chapter 42.30 RCW, the Open Public Meetings Act and all other applicable laws.

**4. New Members.** New Members may be admitted under such terms and conditions as established in the documents adopted under Section 3.3 above. Prior to being admitted as a new member each such entity shall sign and be bound by this Agreement and shall tender its proportionate share of the budget for any partial year or full financial participation if the party joins at the commencement of a new budget year.

**5. Written Report.** Each year, at a time set by the Joint Board, the Joint Board shall provide a written report to the governing body of each Member concerning the status of NWIMT.

**6. Lead Coordinating Agency.** The Joint Board shall select a Lead Coordinating Agency from among the Members. The Lead Coordinating Agency shall carry out the day to day financial and administrative functions of NWIMT consistent with this Agreement and all standards, guidelines, policies, and procedures

adopted as set forth above. In doing so, the Lead Coordinating Agency shall comply with all applicable law.

**7. Withdrawal.** Any Member may withdraw from the NWIMT by providing written notice of withdrawal to the Chairperson of the Joint Board and to the Lead Coordinating Agency by June 1 of the year prior to the year of withdrawal. Withdrawal shall be effective on December 31 of the year written notice was provided. The provisions in this Agreement regarding defense and indemnification shall survive the withdrawal of any Member such that the withdrawing Member shall remain bound by such provisions for any incident or occurrence happening prior to 11:59 p.m. on December 31, the effective date of withdrawal even if the claim is brought subsequent to withdrawal. Any Member that withdraws prior to termination of this Agreement waives and surrenders any interest, if any, which it may have in assets owned or obtained by NWIMT.

**8. Budget and Finance.** The Operating Committee, in consultation with the Lead Coordinating Agency, shall annually prepare a budget and submit it to the Joint Board by May 1st. The Joint Board shall adopt a budget no later than July 30<sup>th</sup>. Nothing herein shall be interpreted to waive or supersede the final budgetary authority of each entity subject to the provisions relating to withdrawal in Section 7. Each Member shall pay its budgeted share into a special fund to be administered by the Lead Coordinating Agency which shall act as the fiscal agent of the Joint Board. The special fund shall be designated the "operating fund of NWIMT." For audit purposes, all operating revenues of the NWIMT must be deposited into and paid from this special fund. The amount that each Member shall contribute to the fund shall be established by the Joint Board. Members shall make the required payment to the fund no later than February 28 of each year. At the discretion of the Joint Board, non-monetary resources contributed to the NWIMT may be credited toward a Member's obligation to make payment under this section. In addition to payments by members, NWIMT is authorized to collect and/or accept gifts from members of the public, grants, and funds from cost recovery efforts related to specific incidents.

**9. Property.** The Lead Coordinating Agency shall act as the procuring agent for the purpose of acquiring any property to be held by NWIMT and shall comply with the laws applicable to the agency. Property acquired with NWIMT funds shall be owned by NWIMT and dedicated to NWIMT activities. In the event registration or formal proof of ownership is required for any such property, the property shall be held in the name of NWIMT. All items of property acquired with NWIMT funds that are not disposable shall be marked as property of NWIMT. Upon dissolution, property shall be disposed as set forth in Section 11.

**10. Duration.** The term of this Agreement shall commence upon execution by a majority of the Members listed in Exhibit A and shall continue in effect until December 31, 2008. This Agreement shall automatically renew each year thereafter; provided, however, that a Member may withdraw providing written notice as set forth in Section 7. This Agreement shall terminate in the event of

Dissolution as provided in Section 11. The provisions in this agreement regarding defense and indemnification shall survive termination and dissolution to the extent necessary to resolve any specific claim, loss, or liability as set forth in Section 7 and Section 11.

**11. Dissolution.** The NWIMT may be dissolved by the action of 75% of the Members. Upon dissolution, all assets owned by NWIMT, if any, shall be first applied to any financial liability with respect to the winding up of its operations. The value of the remaining assets shall be then apportioned among the Members on the same percentage basis as their financial contribution under Section 8 made in the budget year of dissolution.

**12. Insurance.** The Agency through its budget, shall maintain liability and casualty insurance policies as the Board of Directors shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of the applicable insurance coverage as determined by judgment or approved settlement agreement.

**13. Defense and Indemnification.** For any negligent or tortuous action arising out of NWIMT operations which are not covered by or are in excess of insurance purchased by the NWIMT, the Members agree to pay for defense costs and share responsibility for any settlement and/or liability on the same percentage basis as their contribution to NWIMT under Section 8. For any specific claim, the Members responsible for such defense costs and liability shall be those entities that were Members at the time of the occurrence giving rise to the claim, loss, or liability. Each Member agrees to provide indemnification and reimbursement for defense costs to other members to the extent necessary to ensure that each Member is responsible only for its share of the expenses based on the percentage basis of contribution to the annual budget.

Nothing herein shall require or be interpreted to:

- 13.1 Waive any defense arising out of RCW Title 51.
- 13.2 Limit or restrict the ability of any Member or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
- 13.3 Cover or apportion or require proportionate payment of any judgment against any individual or Member for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or municipal corporation. payment of punitive damage awards shall be the sole responsibility of the

individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

**14. Amendment by Representative Action.** This Agreement may be amended only by the affirmative vote of 75% of the Directors, with each Member's vote being duly authorized by the legislative body of each Member, provided that prior to such amendment, the president of the Joint Board must provide to each Director 90 day's written notice of the proposed amendment and the date the amendment will be considered by the Joint Board.

**15. Notices.** All notices, demands, requests, consents and approvals that may or are required to be given hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally; sent by facsimile; sent by a nationally recognized overnight delivery service; or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the Member at its main office. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

**16. Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

**17. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**18. Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The Lead Coordinating Agency shall act as administrator of the Agreement for the purpose of maintaining the document and insuring its availability to all Members. The Lead Coordinating Agency shall provide notice to all parties in the event of the addition or withdrawal of a Member.

**19. Additional Acts.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any Member hereto, the Member hereto agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to effect the purposes of this Agreement.

**20. Neutral Authorship.** Each provision of this Agreement has been reviewed and negotiated, and represents the combined work product of all Member hereto. No presumption or other rules of construction that would interpret the provisions of this Agreement in favor of or against the Member preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

**21. Governing Law.** This Agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington.

**22. Entire Agreement.** The entire agreement between the Members hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter of this Agreement.

**23. Approval of Membership.** The undersigned public entity hereby attests that its participation in NWIMT has been approved by this public entity's legislative body.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 for

The City of Mill Creek, Washington

\_\_\_\_\_  
Landy Manuel, Acting City Manager

ATTEST / AUTHENTICATED:

\_\_\_\_\_  
Kelly Chelin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shane Moloney, City Attorney

May 25, 2006

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**EXHIBIT A to the INTERLOCAL AGREEMENT**

**Northwest Washington Incident Management Team**

<b>Members:</b>	<b>Date Signed:</b>
City of Bellingham	10/26/2006
City of Lynnwood	11/23/2006
Snohomish County Fire District #26	09/11/2006
Skagit County Fire District #8	12/13/2006
Emergency Services Coordinating Agency	01/10/2007
Snohomish County Fire District #1	01/16/2007
City of Everett	02/12/2007
San Juan County Fire District #2	02/14/2007
Snohomish County Fire District #3, Monroe	02/26/2007
Snohomish County Fire District #7	03/08/2007
Camano Island Fire & Rescue	05/15/2007
City of Burlington	05/10/2007
Skagit County	10/22/2007
Whatcom County	11/29/2007
San Juan County	03/24/2008
City of Mount Vernon	03/25/2008
Snohomish County Fire District #21	07/29/2008
Alderwood Water District	04/21/2011
City of Mukilteo	08/16/2011
San Juan Fire District #3	01/17/2012
City of Mountlake Terrace	07/22/2014
Snohomish County	08/27/2014
Clallam County Fire District #3	12/02/2014
Kitsap County Fire District #1, Central Kitsap	02/09/2015
Kitsap County Fire District #10, North Kitsap	02/09/2015
Kitsap County Fire District #2, Bainbridge Island	02/12/2015

Exhibit A-NWIMT



MILL CREEK CITY COUNCIL

**AGENDA SUMMARY**

Date on Council Agenda: May 26, 2015

Subject: **EMERGENCY SERVICES COORDINATING AGENCY (ESCA) DISSOLUTION**

Budget Impact: Uncertain at this time

Contact Person/Department: Tom Gathmann, Public Works Director

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**SUMMARY:**

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 (attachment #1) which recommends the dissolution of ESCA and termination of the current ESCA Interlocal Agreement (ILA) (attachment #2) 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 30<sup>th</sup> deadline, and adoption of attached resolution (attachment #3) 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.

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**BACKGROUND:**

- In 1984 the City withdrew from the Snohomish County Department of Emergency Management (DEM) and helped create the Emergency Services Coordinating Agency (ESCA)
- In 1994 the relationship with ESCA was formalized in an Interlocal Agreement
- ESCA underwent significant staffing changes in 2014 including the retirement of the Director

Agenda Summary  
May 26, 2015  
Page 2

- On February 10 and February 24, 2015 Council was briefed on the potential dissolution of ESCA
- On March 26, 2015 the ESCA Board adopted ESCA Resolution No. 2015-2 recommending the dissolution of ESCA and the formation ILA effective December 31, 2015 and formal action by member City Councils by June 30, 2015.
- Staff was been working on a subcommittee of ESCA and DEM member cities reviewing an Interlocal Agreement (ILA) to transition ESCA cities within Snohomish County to DEM on January 1, 2016 and provide emergency services if necessary in the 2015 transition period.

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**STAFF RECOMMENDATION:**

- Adopt the attached Resolution to Authorize the Dissolution of ESCA

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**COUNCIL PROCESS/ACTION:**

- Presentation by Tom Gathmann, Director of Public Works
- Council discussion and adoption of Resolution to Authorize the Dissolution of ESCA

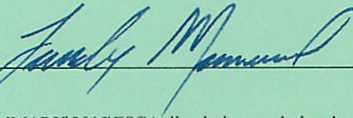
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**ATTACHMENTS:**

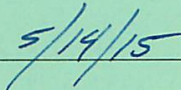
- ESCA Resolution No. 2015-2 recommending ESCA dissolution (attachment #1)
- ESCA Interlocal Agreement (attachment #2)
- Mill Creek Resolution Authorizing the City's ESCA Board Representative to vote to dissolve ESCA no later than December 31, 2015

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City Manager Approval:



Date:



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**Attachment #1**



***Emergency Services Coordinating Agency***

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**RESOLUTION NO. 2015-2**

A RESOLUTION of the Board of Directors of the Emergency Services Coordinating Agency, recommending dissolution of the Agency to the City Councils of its members, and directing the Director to prepare and present to the Board a work plan for the dissolution.

WHEREAS, pursuant to Chapter 39.34 RCW and Chapter 38.52 RCW, the Emergency Services Coordinating Agency (ESCA) was established by Inter-local Agreement dated May 16, 1994 (ILA); and

WHEREAS, after consideration and discussion, the Board of Directors of ESCA has determined that ESCA should be dissolved on December 31, 2015; and

WHEREAS, the Board further has determined that dissolution of ESCA must be approved by a majority of the City councils of the ESCA members; and

WHEREAS, the Board desires to direct the preparation of a work plan concerning the procedure and requirements for and impact of an ESCA dissolution, so that the City councils of ESCA members may make an informed decision on dissolution, and the Board members may administer and implement correctly the dissolution of ESCA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Emergency Services Coordinating Agency as follows:

Section 1. The Board of Directors of ESCA recommends the dissolution of ESCA and the termination of the "Inter-local Cooperation Agreement for the Emergency Services Coordinating Agency" (ILA), effective December 31, 2015, to the City Councils of the ESCA members, for formal action by those City Councils and notification to the ESCA Director by June 30, 2015.

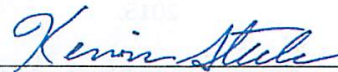
Section 2. The Director is directed to develop and present to the Board, no later than its regularly scheduled meeting in May 2015, a work plan that analyzes and describes the procedure and requirements for and impact of the dissolution of ESCA, under applicable laws and regulations and the ILA. The work plan should include, but not necessarily be limited to, the following information:

- a. Estimate of time and resources needed to identify, pay, satisfy or discharge all liabilities and obligations and distribute assets, in accordance with Section 7 of the ILA and applicable laws;
- b. Staff and funds necessary to accomplish the dissolution in an orderly manner, while at the same time providing emergency management functions in accordance with RCW 38.52.070, ESCA's emergency management plan and the ILA;
- c. Transfer of or provision for ESCA public records as required by laws and regulations, and as requested by ESCA members to carry out public records duties and responsibilities through local organizations or joint local organizations subsequent to dissolution; and
- d. Financial consequences of dissolving ESCA, such as repayment of grants previously received or assessment of penalties or fees for terminating long- term contracts.

Section 3. The Director is authorized to enter into contracts for legal and other professional services for assistance in preparing the work plan required by Section 2; provided that the total charges for such services shall not exceed Ten Thousand Dollars (\$10,000.00) without further approval by the Board.

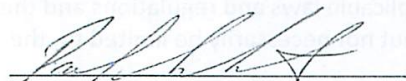
Section 4. The Director shall not contract for, agree to, or incur any new or additional ESCA liabilities, obligations, or expenses after December 31, 2015. The Director is authorized to contract for, agree to or incur new or additional short- term liabilities, obligations and expenses necessary to carry out the dissolution and perform ESCA's emergency management functions prior to December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that this Resolution has been adopted by the Board of Directors of the Emergency Services Coordinating Agency at a regular meeting thereof this 26<sup>th</sup> day of March 2015.




Chairperson, ESCA Board of Directors

ATTESTED: This 26<sup>th</sup> day March 2015.



Paul Armbrust, Interim Director



Member, ESCA Board of Directors

**Attachment #2**

**INTERLOCAL COOPERATION AGREEMENT FOR THE  
EMERGENCY SERVICES COORDINATING AGENCY (ESCA)**

WHEREAS, Chapter 39.34 RCW regarding Interlocal Cooperation permits local governmental units to make efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, or other factors influencing the needs and development of local communities; and

WHEREAS, the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway have mutually determined it would be beneficial to combine emergency management coordinating activities by the creation of a separate governmental entity constituted of its member communities; and

WHEREAS, these Cities and Town desire to continue with an existing coordinating agency know as the Emergency Services Coordinating Agency (ESCA) operating under the administrative direction of its Director, responsible to the ESCA Board, with fundings from the local agencies and the State Division of Emergency Management, so as to commence the implementation of the Emergency Management Program for the member cities and town, all in accordance with RCW 38.52.

NOW THEREFORE, the undersigned local governments have entered into this agreement in consideration of the mutual benefits to be derived and as authorized by RCW Chapter 39.34:

Section 1. Member Agencies. The undersigned local governments hereby join together to organize the Emergency Services Coordinating Agency (ESCA), hereinafter "Agency".

1.1. Initial Members. The initial member governments and parties to this agreement shall be the Cities of Bothell, Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway. The parties acknowledge that the Cities of Brier, Edmonds, Lynnwood, Mill Creek, Mountlake Terrace, and the Town of Woodway have previously committed funds and assets and that the Agency has personal property and leasehold interests which have an approximate value of \$ 31,140.00. By execution of this agreement and passage of a resolution or ordinance as required by WAC 118-06-040, the parties agree to full participation by the City of Bothell and any further members of the agency in the assets on dissolution.

1.2. Additional Members. Other governmental units may request to join in this interlocal agreement. Additional parties may be admitted upon the approving vote of the majority of the members as hereinafter provided. They shall become members upon execution of the agreement and its indemnity provisions and tender of their proportionate share of the budget for any partial budget year or full financial participation if the party joins at the commencement of a new budget

year.

**1.3. Withdrawal.** Any party may withdraw from this agreement by providing written notice of intent to withdraw on or before July 1 of the year proceeding the year of withdrawal. Withdrawing during a budget year shall be deemed complete on December 31 of the final budget year in which the individual has agreed to participate. The provisions of Section 6 relating to indemnification shall survive the withdrawal of any agency and the withdrawing agency shall remain liable to indemnify the other parties for any excess liability as defined in said section which arose during the budget year(s) in which the party was a member and to 11:59 p.m., December 31 of the year of withdrawal. By withdrawing, a withdrawing party abandons any interest, if any, which it may have in the assets of the Agency.

**Section 2. Purpose of the Emergency Services Coordinating Agency.** The purpose of this Agency shall be to undertake a work program to implement the currently approved emergency operations plan. Upon approval of the parties, such plan shall be considered a part of this interlocal cooperation agreement and its provisions incorporated a fully as if herein set forth. This agreement shall be interpreted in accordance with such plan, provided, however, that issues relating to withdrawal, participation, indemnification, and budgeting shall be governed solely by this agreement. The work program shall be reviewed and approved by the ESCA Board annually and shall meet with the approval of the State Division of Emergency Management so as to be eligible for funding assistance and to meet the requirements of RCW 38.52.070(1).

**Section 3. Operation of Agency.** To accomplish its purpose, the Agency has been created by the parties. It shall be a separate nonprofit governmental unit operating and functioning in accordance with the laws of the State of Washington. The Director and its employees shall be deemed to be employees of the Agency only and not of its constituent members. The Director, with the concurrence of the ESCA Board, shall employ the necessary personnel with the expertise and experience required for the competent implementation of the emergency operations plan, in concert with appropriate local government entities and their officials. The Agency and parties shall cooperate fully so as to maintain continuity of operations from the past agreement to future separations.

**Section 4. Budgeting and Financial Participation.** The operating budget for fiscal year 1994 is attached as Exhibit A and incorporated by reference as fully as if herein set forth. Financial participation of the parties in future years shall be recommended prior to September 1 by the Director and with the approval of the ESCA Board. It shall be submitted to the parties for their approval. An entity which fails to withdraw as provided in Paragraph 1.3 above shall be liable for its budgeted share of assessments for the next budget year upon approval of the budget by a majority of its members. In the event of disagreement, the parties agree to make every reasonable effort to resolve their differences, including, with the agreement of the parties, the use of mediation services as provided in WAC 118-06-080. Nothing herein shall be interpreted to waive or relinquish the final budgetary authority of each entity, subject to the rules relating to withdrawal.

4.1. Each party shall pay its budgeted share into a fund to be administered in accordance with state law RCW 38.52. Annual budget participation shall be based upon the population of each party compared to the total population of the parties. Operating payments shall be made by January 31 of each year.

4.2. Any entity that fails to timely make payment of its share shall be subject to a late payment charge of one percent (1%) of its assessment for each and every month or part of thereof which its payment is late.

**Section 5. ESCA Board.** Parties shall be represented on an ESCA Board by their respective Mayors or the Mayors' designees. The Board shall advise and direct the Director or other designee to coordinate and assist in the implementation of the plan and program by the member agencies. The Board shall attempt to reach consensus decisions. In the event of disagreement or formal vote, each member shall have one vote.

5.1. The Director shall be responsible for the day-to-day administration of the agency. The Director shall serve in accordance with ESCA personnel policies. The direction of employees is vested in the Director. Employees have the rights and obligations as established pursuant to the Personnel Policies adopted by the Council on September 10, 1992, and all amendments thereto as approved by the Board; provided, however that the Director is authorized to deviate from policies in order to cope with the exigencies of and emergency and said personnel policies shall reference that ability.

5.2. The ESCA Board shall provide for and coordinate with the Compensation Board established by RCW 38.52.210.

**Section 6. Insurance, Indemnification, and Legal Relations.** The agency, through its final budget, shall maintain liability and casualty insurance policies as the ESCA Board shall determine appropriate or shall participate in an insurance pool established in accordance with the laws of the State of Washington. At the date of execution of this agreement, the Agency is a participant in the Washington Cities Insurance Authority. As used herein, the term "excess liability" shall refer to liability for its operations incurred with respect to the actions and operations of the Agency which are in excess of applicable insurance coverage as determined by judgment or approved settlement agreement.

6.1. **Indemnification.** The parties to this agreement agree to share excess liability for claims, losses, or liabilities in excess of the unexpended budget for the annual period in which the claim arose on the same percentage basis as their relative financial participation for the budget year in which such claims arose is determined in paragraph 4.1 above.

6.2. **Survival of Indemnity.** A party which withdraws its support from the Agency shall by its participation in any budget year promise to indemnify and hold harmless the remaining parties from any and all excess liability incurred

with respect to the operations of the Agency during the budget year(s) in which the withdrawing entity was a party to the agreement. Whether or not a particular claim loss or liability arose during a budget year shall be determined based upon the date on which the incident or incidents occurred which gave rise to such liability. This promise to hold harmless and indemnify shall be limited to the same percentage proportion of liability determined in accordance with the financial participation of the withdrawing entity by paragraph 4.1 above during the budget year in which the liability arose.

6.3. Nothing herein shall be deemed to waive the immunities established pursuant to RCW 38.52.180 et seq. nor to create third party rights or liability.

Section 7. Term and Dissolution. This agreement shall continue from year to year until terminated by action of the parties. The agreement may be terminated at any time by the agreement of a majority of the parties or the withdrawal of all parties but one with respect to a future budget year. Upon dissolution of the Agency, any and all assets, real or personal, and the ownership of the Agency shall be applied first to any financial liability or responsibility with respect to its windup operations. The value of the assets shall be then apportioned between the parties to the agreement in the same proportion as their financial participation in the budget year of dissolution.

Section 8. Director: Responsibilities. The Director shall be solely responsible for the day-to-day administration of the agency and shall exercise all powers available under RCW 38.52.070 and perform all the responsibilities and duties set forth in Chapter 38.52 RCW and Chapter 118-07 WAC. Among the Directors duties shall be the keeping of financial and other records reflective of the appropriations and expenditures of the Agency. The Director shall be responsible for the disbursement of funds provided for under the budget and shall, at the request of any party, provide an accounting of the Agency's operations. Funds shall be deposited with the Treasurer or Finance Director of the most populous party as provided in RCW 38.52.070(1). Such fund shall be known as the ESCA Emergency Management Fund. Disbursements, bidding and purchasing shall comply with requirements applicable to towns, so long as the Town of Woodway shall be a member; provided that in the event of an emergency restrictions shall be done away with as authorized in RCW 38.52.070(2). Legal services shall be provided by the legal counsel to the chairperson of the ESCA Board or such other counsel as the parties shall designate by their majority vote. Access to the books of the Agency shall be permitted during normal business hours to any party.

Section 9. Definitions.

9.1. Agency. The term "agency" shall mean the Emergency Services Coordinating Agency to be synonymous with the abbreviation ESCA.

9.2. Budget Year. The budget year shall refer to the calendar year January 1 through December 31 of each year.



9.3. Excess Liability. "Excess liability" shall mean the amount of the judgment or settlement approved by the ESCA Board in excess of the policy limits of an insurance policy or pool coverage and the available unencumbered budget for the agency for the year of occurrence.

9.4. Party. A "party" is a city or a town who is a party to this agreement and a member of the ESCA Board.

9.5. All other terms herein shall have the meaning assigned by Chapter 38.52 RCW and Chapter 118-07 WAC.

Section 10. Prior Agreement: Amendment. This agreement supersedes prior agreements by the parties, provided, however, that prior indemnification agreements shall survive to the extent necessary to provide for full indemnification of parties for liabilities arising during prior budget years. This shall be the sole agreement between the parties and shall be amended only in writing with the express written consent of the parties hereto. Once approved by the separate City Councils of the entities, it shall remain in full force and effect until terminated by the parties or by the withdrawal of a party from the agreement. All prior understandings between the parties, written or oral, are deemed merged with this agreement, provided, however, that this agreement shall be interpreted in order to implement its central purpose - the implementation of the emergency management plan previously incorporated by reference.

Section 11. Recording. This agreement shall be filed with the city or town clerks of each of the parties hereto, with King County Department of Records and Elections, and with the Snohomish County Auditor prior to becoming effective in accordance with the requirements of RCW 39.34.040.

DATED this 16 day of May, 1994.

[Signature]  
City of Bothell City Manager

[Signature]  
Mayor, City of Brier

[Signature]  
Mayor, City of Edmonds

[Signature]  
Mayor, City of Lynnwood

[Signature]  
City of Mill Creek

[Signature]  
City of Mountlake Terrace

[Signature]  
Mayor, City of Woodway

**Attachment #3**

**RESOLUTION NO. 2015 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING THE CITY'S DESIGNATED REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE EMERGENCY SERVICES COORDINATING AGENCY TO VOTE TO DISSOLVE THE EMERGENCY SERVICE COORDINATING AGENCY NO LATER THAN DECEMBER 31, 2015**

---

WHEREAS, the City of Mill Creek has used the Emergency Services Coordinating Agency ("ESCA") to provide the City with emergency management professional services since 1984; and

WHEREAS, pursuant to ESCA Resolution No. 2015-2, the Board of Directors of ESCA intends to put to a vote the dissolution of the ESCA no later than December 31, 2015; and

WHEREAS, the City desires to authorize the Public Works Director as its Designated Representative to the Board of Directors of ESCA to vote to dissolve the ESCA no later than December 31, 2015;

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

Section 1. The City's Designated Representative to the Board of Directors of the Emergency Services Coordinating Agency is authorized to vote to dissolve ESCA no later than December 31, 2015.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Adopted this 26<sup>th</sup> day of May 2015 by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, and \_\_\_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_

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MILL CREEK CITY COUNCIL

**AGENDA SUMMARY**

Date on Council Agenda: May 26, 2015

Subject: CONSTRUCTION CONTRACT AWARD FOR A PEDESTRIAN PATHWAY LIGHTING CONTRACT

Budget Impact: Contract amount of \$29,040; total project cost of \$56,000 from Fund 318.

Contact Person/Department: Tom Gathmann, Public Works Director

**SUMMARY:**

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 move 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. A copy of the bid tabulation sheet is attached. 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 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)
- 35<sup>th</sup> 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.

---

**BACKGROUND:**

- A pedestrian lighting project for the walkway on the Country Club Golf Course near the tunnel under Village Green Drive at Country Club Drive was proposed in the early development of the 2015-2021 CIP, but deleted from the project list. At a subsequent CIP review by Council the project was added back to the funded project list.
- Staff assigned a project cost of \$25,000 based on four pedestrian lights and utilization of existing power at the tunnel.
- Project design began in early 2015 and following the lighting guidelines of the manufacturers the project needed six lights to meet industry standards.
- After meetings with Snohomish PUD, a separate power connection for the lights was required, including specialized equipment for the connection.
- Research into pedestrian easements eventually lead to the creation and recordation of new easements for the walkway along the project route.
- The project was advertised for bids in both March and May of 2013 using the MRSC roster and Daily Journal of Commerce.

- Three bids were received and opened on March 25, 2015 but no contract was executed.
- Five bids were received and opened on May 21, 2015 and the unit prices and contractor qualifications were verified by staff.

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**STAFF RECOMMENDATION:**

- Approve the attached Resolution to award the construction contract for the 2015 Pedestrian Pathway Lighting Project in the amount of \$29,040.30 to Valley Electric, and authorize the City Manager to execute the contract and other appropriate documents.

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**COUNCIL PROCESS/ACTION:**

- Presentation by Tom Gathmann, Public Works Director.
- Council discussion.
- Council vote to approve, deny or modify the recommendation.

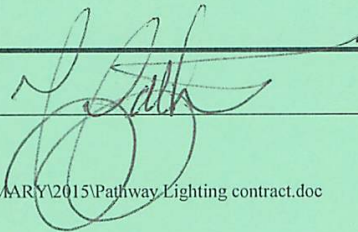
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**ATTACHMENTS:**

- Map of Pathway Lighting Project
- Photo of pedestrian light used for type
- Detailed summary bid tabulation
- Resolution awarding a contract for the 2015 Pedestrian Pathway Lighting Project to Valley Electric

---

for City Manager Approval: \_\_\_\_\_



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

21 MAY 2015

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**RESOLUTION NO. 2015- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, AWARING THE CONTRACT FOR THE 2015 PEDESTRIAN PATHWAY LIGHTING PROJECT**

---

WHEREAS, the City of Mill Creek has properly issued invitations to bid for the 2015 Pedestrian Pathway Lighting Project; and

WHEREAS, the City received bids from five 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 Pedestrian Pathway Lighting Project exceeds \$50,000; and

WHEREAS, the Public Works Director has presented a memorandum to the City Council recommending the selection of Valley Electric as the lowest responsive bidder for the 2015 Pedestrian Pathway Lighting Project, as outlined in the Agenda Summary memorandum dated May 26, 2015 and

WHEREAS, the City Council agrees with and adopts the findings and recommendations set forth in the Agenda Summary memorandum dated May 26, 2015; and

WHEREAS, the City Council has determined that Valley Electric 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 Valley Electric;

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

Section 1. The contract for the 2015 Pedestrian Pathway Lighting Project is hereby awarded to Valley Electric 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 Pedestrian Pathway Lighting Project, and that this Resolution shall therefore be effective immediately upon adoption.

Adopted this 26<sup>th</sup> day of May, 2015 by a vote of \_\_\_ for, \_\_\_ against, and \_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KELLY CHELIN, CITY CLERK

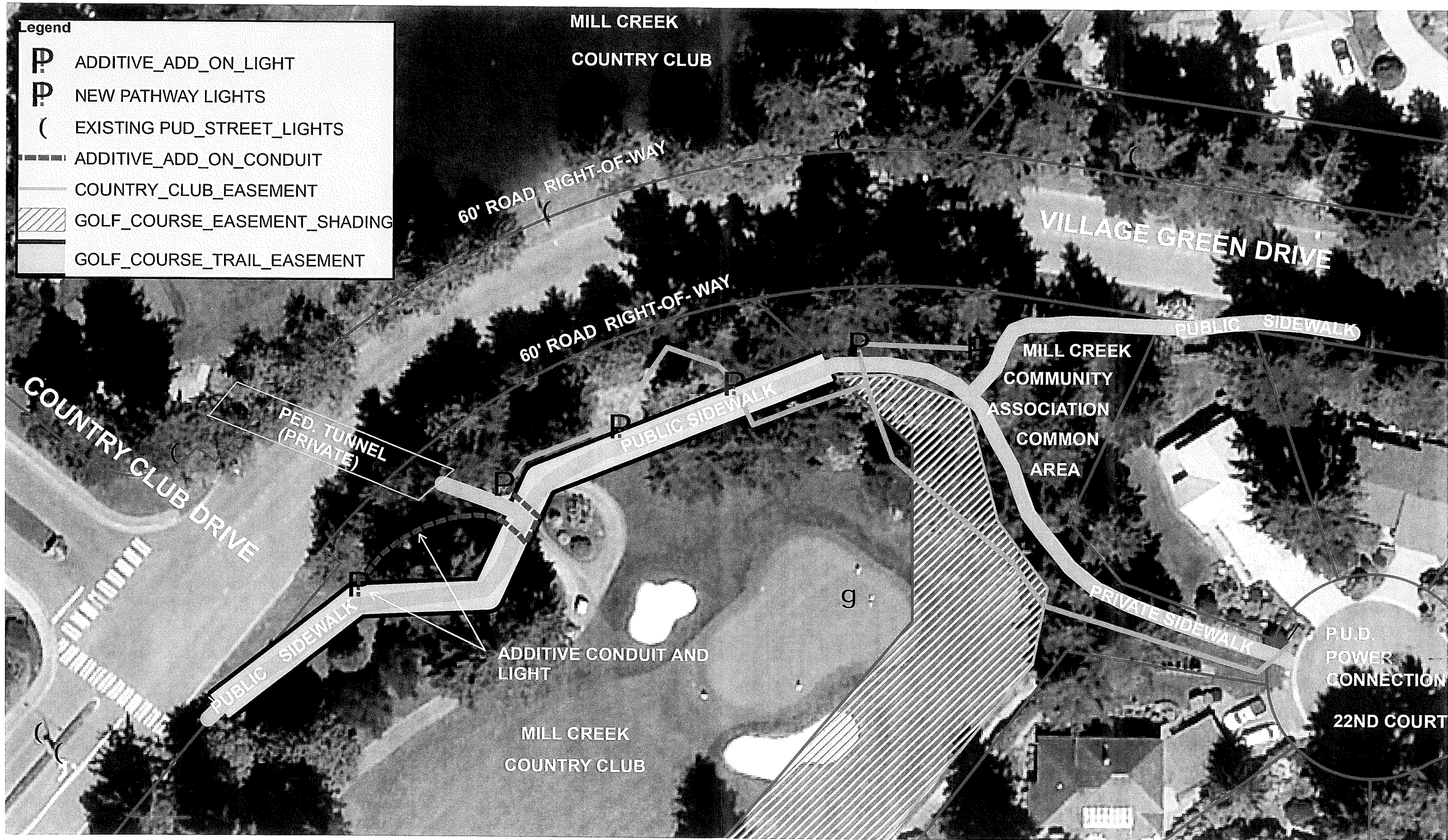
APPROVED AS TO FORM:

\_\_\_\_\_  
SHANE MOLONEY, CITY ATTORNEY

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

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MAY 5, 2015

Public Works Department

### City of Mill Creek 2015 Pathway Lighting Project

Scale : 1" = 40'

Note: Sidewalk locations are approximate.





**2015 Pathway Lighting Project (2nd Bid)**  
**City of Mill Creek**  
**Bid Tabulation**  
 Bid Opening: 11:00AM, Thursday May 21, 2015

BASE BID					Engineer's Estimate		Valley Electric		Combined Electric		Accord Contractors		Green Coast Electric		Aircon Electric	
No.	Spec. Section	Item	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	8-20	Conduit Pipe 2 Inch Dia. (Open Trench)	532	LF	\$ 20.00	\$10,640.00	\$28.43	\$15,124.76	\$20.00	\$10,640.00	\$45.00	\$23,940.00	\$35.71	\$19,000.00	\$21.76	\$11,576.32
2	8-20	Illumination System Install 1	1	LS	\$ 13,000.00	\$13,000.00	\$8,472.00	\$8,472.00	\$14,000.00	\$14,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$14,070.00	\$14,070.00
3	1-09.6	Miscellaneous Work	1	FA	\$ 600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
4	8-02	Seeded Lawn Installation	170	SY	\$ 5.00	\$850.00	\$5.44	\$924.80	\$10.00	\$1,700.00	\$2.00	\$340.00	\$5.88	\$1,000.00	\$12.76	\$2,169.20
5	8-02	Topsoil - Type A	7	CY	\$ 77.18	\$540.26	\$107.14	\$749.98	\$40.00	\$280.00	\$60.00	\$420.00	\$142.86	\$1,000.00	\$310.00	\$2,170.00
6	8-02	Bark Mulch	6	CY	\$ 71.25	\$427.50	\$104.16	\$624.96	\$40.00	\$240.00	\$75.00	\$450.00	\$166.67	\$1,000.00	\$361.66	\$2,169.96
					<b>BASE BID =</b>	<b>\$26,057.76</b>	<b>BASE BID =</b>	<b>\$26,496.50</b>	<b>BASE BID =</b>	<b>\$27,460.00</b>	<b>BASE BID =</b>	<b>\$28,250.00</b>	<b>BASE BID =</b>	<b>\$28,600.00</b>	<b>BASE BID =</b>	<b>\$32,755.48</b>
					9.6% WSST	\$2,501.54		\$2,543.66		\$2,636.16		\$2,712.00		\$2,745.60		\$3,144.53
					<b>TOTAL COST =</b>	<b>\$28,559.30</b>		<b>\$29,040.16</b>		<b>\$30,096.16</b>		<b>\$30,962.00</b>		<b>\$31,345.60</b>		<b>\$35,900.01</b>
<b>ONE ADDITIONAL LIGHT</b>																
7	8-20	Conduit Pipe 2 inch Dia.	126	LF		\$2,520.00		\$3,582.00		\$2,520.00		\$4,032.00		\$6,000.00		\$2,741.76
8	8-20	Illumination System Install 2	1	LS		\$2,600.00		\$1,694.00		\$3,200.00		\$1,000.00		\$2,500.00		\$5,628.00
						\$5,120.00		\$5,276.00		\$5,720.00		\$5,032.00		\$8,500.00		\$8,369.76
					9.6% WSST	\$491.52		\$506.50		\$549.12		\$483.07		\$816.00		\$803.50
					<b>TOTAL COST FOR ADDITIONAL LIGHT =</b>	<b>\$5,611.52</b>		<b>\$5,782.50</b>		<b>\$6,269.12</b>		<b>\$5,515.07</b>		<b>\$9,316.00</b>		<b>\$9,173.26</b>



**CITY COUNCIL MINUTES**

**April 16, 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

**April 16, 2015**  
**Special City Council Meeting**  
**5:00 p.m.**

**CALL TO ORDER**

Mayor Pruitt called the meeting to order at 5:00 p.m.

**FLAG SALUTE**

Flag Salute was conducted.

**ROLL CALL**

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

**RECESS TO EXECUTIVE SESSION:**

*(Confidential Session of the Council)*

The meeting recessed to executive session at 5:01 pm. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (l)(g) for approximately 60 minutes.

**RECONVENE TO REGULAR SESSION:**

The meeting reconvened to regular session at 6:00 p.m.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 6:00 p.m.

The Councilmembers then walked over to the City Hall Annex Building for the City Manager candidate reception. The reception is expected to end by approximately 8:00 p.m.

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Pam Pruitt, Mayor

---

Kelly M. Chelin, City Clerk



**CITY COUNCIL MINUTES**

April 17, 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

**April 17, 2015**  
**Special City Council Meeting**  
**7:15 a.m.**

**CALL TO ORDER**

Mayor Pruitt called the meeting to order at 7:15 a.m.

**FLAG SALUTE**

Flag Salute was conducted.

**ROLL CALL**

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

**RECESS TO EXECUTIVE SESSION:**

*(Confidential Session of the Council)*

The meeting recessed to executive session at 7:16 a.m. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (l)(g) for approximately 5 hours.

*The Council took a break from 12:45 p.m. to 12:55 p.m.*

**RECESS TO EXECUTIVE SESSION:**

*(Confidential Session of the Council)*

The meeting recessed to executive session at 12:55 p.m. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (l)(g) for approximately 25 minutes.

*The Council recessed from 1:15 p.m. to 5:10 p.m. to meet with the City Manager candidates in one on one meetings.*

**RECESS TO EXECUTIVE SESSION:**

*(Confidential Session of the Council)*

The meeting recessed to executive session at 5:10 p.m. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (l)(g) for approximately 20 minutes.

At 5:30 p.m., the executive session was extended to 5:40 p.m.

At 5:40 p.m., the executive session was extended to 6:00 p.m.

At 6:00 p.m., the executive session was extended to 6:05 p.m.

At 6:05 p.m., the executive session was extended to 6:10 p.m.

Council Meeting Minutes  
April 17, 2015  
Page 2

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 6:10 p.m.

\_\_\_\_\_  
Pam Pruitt, Mayor

\_\_\_\_\_  
Kelly M. Chelin, City Clerk



## **CITY COUNCIL MINUTES**

**April 21, 2015**

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

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

**April 21, 2015**  
**Special 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.

City Attorney Moloney addressed the Council about the process for tonight's meeting. He told the Council that they could come out of executive session and make a motion to select the final City Manager candidate if they are ready to do so and authorize the City Attorney to negotiate a contract with specifics about salary, moving expenses, etc.

### **RECESS TO EXECUTIVE SESSION:**

The meeting recessed to executive session at 6:10 p.m. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (1)(g) and for potential litigation with the City Attorney per RCW 42.30.110 (1)(i) for approximately 15 minutes. Action may or may not be taken.

At 6:25 p.m., the executive session was extended to 6:40 p.m.

At 6:40 p.m., the executive session was extended to 6:55 p.m.

At 6:55 p.m., the executive session was extended to 7:10 p.m.

At 7:10 p.m., the executive session was extended to 7:25 p.m.

*Council took a break from 7:25 p.m. to 7:27 p.m.*

### **RECONVENE TO REGULAR SESSION:**

The meeting reconvened to regular session at 7:27 p.m.

Council Meeting Minutes  
April 21, 2015  
Page 2

**MOTION:** Councilmember Cavaleri made a motion to select Rebecca Polizzotto as the City Manager, Councilmember Todd seconded the motion. The motion passed unanimously.

**MOTION:** Mayor Pro Tem Holtzclaw made a motion to authorize the City Attorney and Colin Baenziger to enter into an employment contract with Rebecca Polizzotto for a salary of \$150,000 and a \$10,000 relocation fee and terms consistent with other City Manager employment contracts, Councilmember Bond seconded the motion. The motion passed unanimously.

**AUDIENCE COMMUNICATION:**  
There were no comments from the public.

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

---

Pam Pruitt, Mayor

---

Kelly M. Chelin, City Clerk





## **CITY COUNCIL MINUTES**

**April 28, 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

**April 28, 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**

Brent Lillibridge

Mr. Lillibridge spoke to Council about a proposal for a multi-use facility in the City. This potential facility could be used by a variety of groups. Mr. Lillibridge will send a drawing to the Council to illustrate what the facility could potentially look like.

### **STUDY SESSION**

North Sound Metro Swat Team Interlocal Agreement Amendment  
*(Bob Crannell, Police Chief)*

The following agenda summary information was presented:

On February 26, 2013, the City Council authorized participation on the North Sound Metro SWAT Team. The SWAT Team is comprised of law enforcement officers representing Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Monroe, Mountlake Terrace, and Mill Creek.

This Interlocal Agreement amendment proposes that the City of Mukilteo receive approval as the ninth member jurisdiction. Mukilteo has been recommended for membership by the North Sound Metro SWAT Team Executive Board.

Other than adding Mukilteo as a member agency, the 2013 Interlocal Agreement is unchanged. The City's assessment for 2015 is \$1,770.00, and as result of Mukilteo participating, the assessment for 2016 is estimated to be \$1,593.00.

The Interlocal Agreement has been reviewed by the City Attorney.

Council Meeting Minutes  
April 28, 2015  
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Discussion.

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

Park & Facilities Vision for Dobson-Remillard-Cook Properties  
(*Tom Gathmann, Public Works Director*)

The following agenda summary information was presented:

This is an opportunity for Council to have an open discussion on their vision for parks and facilities, with an initial focus on the Dobson, Remillard and Cook properties that the City owns near the Mill Creek Sports Park (MCSP). The range of options is wide, and the following have all been considered at some point in time.

For the 10-acre Dobson/Remillard properties:

- Expansion of the MCSP to add additional all-weather sports fields, including a full-sized (adult) soccer field. A significant amount of resources, both in time and money, have already been invested in pursuing this option, and this was the original intent behind the purchase of these two properties. The last version of a conceptual layout and a cost estimate are attached. Note that an updated 2013 wetlands study has shown a reduction in the wetland limitations for the site, so it might now be possible to increase the size of the smaller field on the conceptual layout.
- A police station and/or public works shop. Recently there have been informal discussions with SnoCOM about co-location with a police station at this site. Depending on the configuration, it is likely less than the full 10-acres. Consultants were never retained to actually create a conceptual layout of these options on the property. Attached is the executive summary from the City's Facilities Master Plan last updated in 2009 that attempted to address space needs that have steadily grown worse.
- A Boys and Girls Club. Informal discussions were held in 2014 regarding the potential for the Boys and Girls Club of Snohomish County to build a roughly 18,000 square foot facility here. It would be possible to have both the building and at least one sports field on the site.
- The new regional Sno-Isle Library. Attached is a recent letter from Sno-Isle expressing an interest in this site as a potential location. Sno-Isle would only use a relatively small portion (two or three acres) of the 10-acre site.
- Sale of the property. At least one developer has approached the City in the past to inquire about the purchase of at least part of the property for a larger development.

For the 5-acre Cook property:

- The Public Works Shop. The wetland buffer from the North Creek area consumes most (over 4 acres) of this property, leaving less than an acre open for new development.
- A parking lot for the MCSP expansion that is literally across the street.

Discussion.

Council discussed the need for active use playfields. Council directed staff to prepare an inventory of what options are available and the sizes of the associated facilities or properties. Council also discussed waiting for new City Manager Rebecca Polizzotto to join the City for further discussion on options.

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**RECESS TO EXECUTIVE SESSION**

The meeting recessed to executive session at 7:07 p.m. to evaluate the qualifications of applicants for public employment per RCW 42.30.110 (l)(g) and potential litigation with the City Attorney per RCW 42.30.110 (l)(i) for approximately 10 minutes.

At 7:16 p.m., the executive session was extended for 5 minutes.

At 7:22 p.m., the executive session was extended for 5 minutes.

At 7:28 p.m., the executive session was extended for 5 minutes.

*Council took a break from 7:28 p.m. to 7:33 p.m.*

**RECONVENE TO REGULAR SESSION:**

The meeting reconvened to regular session at 7:33 p.m.

City Manager Contract with Rebecca C. Polizzotto  
*(Shane Moloney, City Attorney)*

**MOTION:** Councilmember Michelson made a motion to authorize the Mayor Pam Pruitt to execute the professional services agreement between the City of Mill Creek and Rebecca C. Polizzotto, Contract #2015-1189 as presented by City Attorney Moloney with a salary of \$155,000 in 2015 and \$157,500 in 2016 and \$160,000 in 2017, Councilmember Cavaleri seconded the motion. The motion passed unanimously.

**CONSENT AGENDA**

Approval of Checks #53603 through #53676 and ACH Wire Transfers in the Amount of \$497,466.39.  
*(Audit Committee: Councilmember Bond and Mayor Pruitt)*

Payroll and Benefit ACH Payments in the Amount of \$296,201.88.  
*(Audit Committee: Councilmember Bond and Mayor Pruitt)*

City Council Meeting Minutes of March 24, 2015

City Council Meeting Minutes of April 7, 2015

City Council Meeting Minutes of April 14, 2015

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

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**ACTION ITEMS**

Resolution Authorizing the Acting City Manager to Execute the amended North Sound Metro SWAT Interlocal Agreement between the Cities of Mill Creek, Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Monroe, Mountlake Terrace, and Mukilteo (If adopted, would take Resolution #2015-528)

*(Bob Crannell, Police Chief)*

**MOTION:** Councilmember Michelson made a motion to approve Resolution #2015-528 Authorizing the Acting City Manager to Execute the amended North Sound Metro SWAT Interlocal Agreement between the Cities of Mill Creek, Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Monroe, Mountlake Terrace, and Mukilteo, Councilmember Todd seconded the motion. The motion passed unanimously.

Appoint Two Members to the Planning Commission with Terms Expiring April 30, 2018

*(City Council)*

**MOTION:** Mayor Pro Tem Holtzclaw made a motion to appoint Randy Blair and Daniel Woods to the Planning Commission with terms expiring April 30, 2018, Councilmember Todd seconded the motion. The motion passed unanimously.

**REPORTS**

Mayor Pruitt reported on the upcoming EASC luncheon on May 14 that she will be attending. The City received two complimentary tickets from EASC.

Councilmember Kelly reported that he attended the Buffalo Park opening last Friday.

Mayor Pruitt reported that she also attended and it was a great event.

Councilmember Michelson reported that she attended the opening and it's a beautiful park.

Mayor Pro Tem Holtzclaw reported that he attended the SCT Steering Committee meeting and the MCLL Jamboree event.

Councilmember Todd reported that Zach Anders won the AWC Scholarship.

Acting City Manager Manuel reported that he will be absent for the next meeting on May 5. He also reported that there is a financial report in your packet.

Community Development Director Rogers reported that the Buffalo Park opening went great. He also reported on a draft letter that will be included in next week's packet that contains comments on the County's comprehensive plan.

Public Works Director Gathmann reported on a hazard mitigation open house at the City Hall Annex Building. He also gave an update on the appraisal of the potential public works shop property purchase.

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April 28, 2015  
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City Clerk Chelin reported that filing week for the City Council Positions 5, 6 & 7 is the week of May 11.

Councilmember Cavaleri reported that he will be absent for the May 5 meeting.

**AUDIENCE COMMUNICATION**

There were no comments from the audience.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 7:58 p.m.

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Pam Pruitt, Mayor

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Kelly M. Chelin, City Clerk



## **CITY COUNCIL MINUTES**

**May 5, 2015**

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

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

**May 5, 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 Cavaleri and Councilmember Bond.

Mayor Pruitt noted that Councilmember Bond had a personal issue come up and Councilmember Cavaleri was on vacation.

**MOTION:** Councilmember Michelson made a motion to excuse Councilmember Cavaleri and Councilmember Bond, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

### **AUDIENCE COMMUNICATION**

There were no comments from the audience.

### **PRESENTATIONS**

Certificate of Appreciation to Outgoing Planning Commission Members Anderson and Oostra  
(Pam Pruitt, Mayor)

### **STUDY SESSION**

Testimony on Snohomish County Comprehensive Plan  
(Tom Rogers, Department of Community Development)

The following agenda summary information was presented:

On May 13, 2015, the Snohomish County Council will conduct a public hearing on the proposed 2015 update to the County's Comprehensive Plan. The Plan includes a Future Land Use Map (FLUM) for the Southwest Urban Growth Area (SWUGA). Mill Creek and its Municipal Urban Growth Area are within the SWUGA.

Council Meeting Minutes  
May 5, 2015  
Page 2

The Snohomish County Planning Commission recommendation to the County Council includes no changes to the FLUM because the SWUGA already has sufficient capacity to meet its 2035 initial growth targets as approved by Snohomish County. The Snohomish County Executive has provided alternative recommendations to the County Council, including Recommendation #3 that would adopt infill amendments to the FLUM to increase population and employment capacity within the SWUGA. These infill amendments are not in the interest of the City of Mill Creek because there is already excess capacity to meet the initial growth targets adopted by the County Council, and adding capacity to the SWUGA would add additional traffic to a road system that is already at ultimate capacity.

Staff discussed the issue with the City Council during “Reports” at the April 28, 2015 Council meeting. After the discussion, the Council directed staff to prepare a letter supporting the County Planning Commission’s recommendation of the SWUGA FLUM and opposing Recommendation #3.

Discussion.

Council and staff discussed the letter. The County’s public hearing is scheduled for May 13 at 10:30 a.m.

**MOTION: Mayor Pro Tem Holtzclaw made a motion to direct Mayor Pam Pruitt, Mayor Pro Tem Holtzclaw and Director Tom Rogers to approve the letter with the recommended changes stated tonight on behalf of the City of Mill Creek, Councilmember Todd seconded the motion. The motion passed unanimously.**

Public Works Shop Appraisal

*(Tom Gathmann, Public Works Director)*

The following agenda summary information was presented:

The City has been engaged in discussions with the Silver Lake Water and Sewer District (District) for a little more than a year regarding the potential purchase of property owned by the District at 2210 132<sup>nd</sup> Street SE, immediately east of Lowes. The property was the former location of administrative and operations functions for the District and is the site of an 8-million gallon water reservoir (tank). The District property is composed of two tax parcels and has an area of about 3.2 acres. Through a boundary line adjustment process, the District will maintain ownership of the water reservoir and appurtenances, and sell 1.6 acres that fronts 132<sup>nd</sup> Street SE, which includes the office and maintenance buildings. The City hired firms to test for asbestos in the buildings and perform a Phase I Environmental Site Assessment (ESA). Based on the work performed, there are no known hazards within the buildings or on or beneath the property. To minimize the time and effort negotiating the purchase price, the City and District agreed to jointly hire an appraiser to determine market value. The final appraisal report was delivered on April 30, 2015 and portions of the executive summary are attached. The report states the estimate of market value is in the \$1,057,000 to \$1,184,000 with a most probable market value near \$1,100,000 as of March 26, 2015.

If the City purchases the front 1.6-acres of the District property, a partial list of additional action steps prior to moving the Public Works maintenance operations to the site include the following:

- Conditional Use Permit approval for minor changes proposed on the site
- Utility work to segregate the utility services for each lot.
- Remodel the maintenance buildings

Council Meeting Minutes

May 5, 2015

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- Install vehicle wash down area/bay to comply with NPDES permit requirements
- Fence and gate relocation and construction
- Materials storage

The driveway access onto 132<sup>nd</sup> Street SE will likely be limited to right-in-right-out vehicle movements in the next several years. The City has been discussing with the District an access license across the property the District will retain to get to the existing “driveway” that accesses Lowes’ parking lot and the traffic signal. Physical changes to the District property would be required, and preliminary estimates for the design and construction of that work are in the \$80,000 to \$100,000 range. In addition there may be an annual lease fee.

There are no current plans for use of the 3,800 square foot office building adjacent to 132<sup>nd</sup> Street SE, and the appropriated \$1.45 million project budget was not intended to remodel that building. However, the parking lot that is west of that building will be needed for the Public Works maintenance operations, most likely as employee and/or visitor parking.

The Finance Director recommends a Request for Proposal process to secure funding for the purchase through financial institutions to secure the lowest interest rate.

Discussion.

Council and staff discussed the property purchase. The details of the easement and a purchase and sale agreement will be brought back to a future meeting.

**REPORTS**

Mayor Pruitt reported that she attended the PSRC general assembly meeting.

Councilmember Michelson reported that she will attend the Art and Beautification Board meeting next Wednesday.

Councilmember Todd reported on the PSRC general assembly meeting he attended.

Mayor Pruitt suggested canceling the May 12 Council meeting. Council discussed the cancellation.

**AUDIENCE COMMUNICATION**

There were no comments from the audience.

**MOTION: Councilmember Michelson made a motion to cancel the May 12 Council meeting, Councilmember Kelly seconded the motion. The motion passed 4-1-0 with Councilmember Todd opposed. (Councilmember Todd stated that he believed Council had business to take care of and therefore was not in favor of canceling the meeting.)**



Council Meeting Minutes  
May 5, 2015  
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**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 7:33 p.m.

After the meeting was adjourned, the Council discussed Collective Bargaining per RCW 42.30.140 (4).

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Pam Pruitt, Mayor

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Kelly M. Chelin, City Clerk



## Design Review Board Agenda

15728 Main Street, Mill Creek, Washington 98012

January 15, 2015

5:15 p.m.

**COUNCIL CHAMBERS**

- |   |                  |
|---|------------------|
| <b>I. CALL TO ORDER:</b>  | <b>5:15 p.m.</b> |
| <b>II. ROLL CALL:</b>   | <b>5:15 p.m.</b> |
| <b>III. APPROVAL OF MINUTES:</b>                                | <b>5:16 p.m.</b> |
| A. Approval of December 18, 2014 Meeting Minutes <sup>(1)</sup> |                  |
| <b>IV. NEW BUSINESS:</b>  | <b>5:17 p.m.</b> |
| A. DRB 15-01-470 T-Mobile Equipment Shelter <sup>(2)</sup>      |                  |
| <b>V. ADJOURNMENT:</b>  | <b>5:30 p.m.</b> |

ATTACHMENTS:

1. December 18, 2014 Meeting Minutes
2. Staff Report, with Attachments

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**CITY OF MILL CREEK  
DESIGN REVIEW BOARD MEETING MINUTES  
January 15, 2015**

Approved May 21, 2015

**Members:**

Dave Gunter, Chair  
Beverly Tiedje, Vice Chair  
Michele Deron (absent)  
David Hamblton  
Tina Hastings

Community Development Staff:  
Camille Christ, Senior Planner

**I. CALL TO ORDER:**

Chair Gunter called the meeting to order at 5:15 p.m.

**II. ROLL CALL:**

All members were present except as noted above.

**III. MINUTES:**

A. Minutes of December 18, 2014

**MOTION:** Member Hastings moved, seconded by Vice Chair Tiedje, to approve the December 18, 2014 minutes as presented. The motion was approved unanimously.

**IV. NEW BUSINESS:**

A. DRB 15-01-470 T-Mobile Equipment Shelter

Senior Planner Camille Christ noted that the application before the Board for review is a 120-square foot equipment shelter for T-Mobile for a Wireless Communication Facility (WCF) to be located at the Mill Creek Sports Park. A Conditional Use Permit was approved for the WCF on December 29, 2014.

Design Review Board Meeting Minutes  
January 15, 2015  
Page 2

Ms. Chriest displayed an aerial photograph showing the location of the WCF and noted that two equipment shelter buildings will eventually be located here but only the T-Mobile shelter is before the Board for review this evening. She described the building materials as Hardiplank vertical siding painted dark brown (Java). Senior Planner Chriest presented several photos showing existing site conditions and stated that in addition to the existing trees, there is a berm and existing understory vegetation that will further screen the equipment shelter.

Senior Planner Chriest stated that staff finds that the proposed equipment shelter is compliant with the design guidelines in the Code and staff is recommending approval as conditioned in the staff report.

Member Hastings asked if there was a restoration plan. Ms. Chriest responded that because of the dense undergrowth on the site a restoration plan was not required.

Chair Gunter asked why a fence was not proposed surrounding the WCF. He said that he was concerned about potential safety and security issues. Ms. Chriest explained that the applicant's arborist recommended no fencing because it would require additional tree removal.

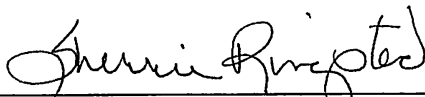
Member Hastings asked why no gutters are proposed. Ms. Chriest explained that the equipment shelter would not be accessed often and in addition it is under a dense tree canopy.

**MOTION: Member Hambelton moved, seconded by Vice Chair Tiedje, to approve the equipment shelter building materials and colors for T-Mobile as conditioned in the staff report. The motion was approved unanimously.**

**V. ADJOURNMENT:**

Chair Gunter adjourned the meeting with the consensus of the Board at 5:24 p.m.

Submitted by:



\_\_\_\_\_  
Sherrie Ringstad, Planning Specialist

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## PLANNING COMMISSION AGENDA

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

**March 19, 2015**

**Regular Meeting  
7:00 p.m.**

	TIME
I. CALL TO ORDER	7:00 p.m.
II. ROLL CALL	7:01 p.m.
III. APPROVAL OF MINUTES	7:02 p.m.
A. Planning Commission Meeting of February 19, 2015 <sup>(1)</sup>	
IV. PUBLIC HEARING	7:03 p.m.
A. Proposed Amendments to the Critical Area Regulations <sup>(2)</sup>	
V. WORK SESSION	7:30 p.m.
A. Public Records Act (PRA) Compliance <sup>(3)</sup>	
B. Joint City Council / Planning Commission Meeting Topics	
VI. FOR THE GOOD OF THE ORDER	8:25 p.m.
VII. ADJOURNMENT	8:30 p.m.

**ATTACHMENTS:**

1. Planning Commission Minutes from Meeting of February 19, 2015
2. Planning Commission Resolution and Staff Report for CAR Amendments
3. Council Agenda Summary with Attachments

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**CITY OF MILL CREEK  
PLANNING COMMISSION MEETING MINUTES  
March 19, 2015**

Approved May 21, 2015

**I. CALL TO ORDER:**

Chair Eisner called the meeting to order at 7:01 p.m.

**II. ROLL CALL:**

Chair Stan Eisner

Vice Chair Matthew Nolan

Commissioner Stephen Anderson

Commissioner Ed McNichol

Commissioner Jared Mead

Commissioner Mark Oostra (7:14 p.m.)

Commissioner Dennis Teschlog (7:16 p.m.)

Staff:

Camille Chriest, Senior Planner

Shane Moloney, City Attorney

Sherrie Ringstad, Planning Specialist

**III. APPROVAL OF MINUTES**

Planning Commission Meeting of February 19, 2015

Commissioner McNichol corrected a typographical error on page 3, fifth paragraph, last sentence as follows:

“Because utilities are not provided by the City, staff contacted these utility companies and asked them to review their section to analyze the existing facilities, talk about future needs and confirm that they can provide services to the City and the MUGA over the 20-year planning period.”

**MOTION: Commissioner Anderson moved, seconded by Vice Chair Nolan, to approve the February 19, 2015 minutes as corrected. The motion was approved unanimously.**

**IV. PUBLIC HEARING**

**Proposed Amendments to MCMC Title 18.06 Critical Area Regulations**

Chair Eisner opened the public hearing at 7:04 p.m., verified that the hearing had been properly noticed, and asked for a staff report.

Senior Planner Camille Chriest stated that the purpose of the public hearing is to consider proposed amendments to the Mill Creek Municipal Code regarding Critical Area Regulations, take public testimony and originally the intent was to ask the Commission to formulate a recommendation to the City Council. However, given the comments submitted during the SEPA comment period, staff is asking that the Commission consider the comments received, which will be read into the record. Ms. Chriest stated that staff would be formulating a response to the comments and taking another look at the proposed amendments in light of those comments to determine if any additional amendments may be necessary. She officially entered into the record the draft resolution including the attached staff report, the PowerPoint presentation and any public testimony received this evening.

Planning Commission Minutes  
March 19, 2015  
Page 2

Ms. Chriest explained that some older developments in the City have been built adjacent to existing wetlands and streams and they were built during a time when the buffer widths were more minimal than they are now, so the existing buffer widths do not meet current code requirements. In addition, these properties do not meet stormwater quality treatment requirements. She noted that an example would be the properties adjacent to North Creek along the west side of Mill Creek Boulevard, which were developed prior to the 200-foot buffer requirement. The regional stormwater treatment facility (Pond 6) was constructed in the 1980s, and although there have been some flow control improvements, there have been no water quality improvements and it does not meet current stormwater quality standards. Because these properties complied with the code in place at the time they were developed, they are legally permitted to continue to exist as they are now. Redevelopment, which exceeds what is defined by the Code as minor, would have to comply with the current minimum buffer width, which would leave many of the properties with no reasonable economic use. She displayed a map showing North Creek and the existing non-conforming buffer as well as the current required buffer.

Senior Planner Chriest stated that criteria are included in the proposed code language that would address redevelopment as follows:

- Only allowed for a reduction of the standard minimum buffer width for wetland and fish and wildlife habitat buffers.
- Site redevelopment would require submittal of an application to be processed as new development, and the buffer reduction would be at the director's discretion on a case-by-case basis.
- The existing site must be developed with existing legal structure and/or impervious area that encroaches into the buffer and have at least 35% impervious surface per the DOE manual.

Proposed Criteria to Allow Redevelopment

- Boundaries of the buffer must be at least 25 feet from the critical area edge,
- The portion of the boundary intruding into the standard minimum buffer must generally follow the contours of the existing structures and impervious area to avoid further encroachment,
- Redevelopment must not reduce the existing functions or values of the critical area, and
- Retrofitted water quality treatment facilities would be required for all new and existing pollution generating surfaces.

Ms. Chriest stated that staff believes this is a win/win situation for both economic and environmental objectives because it would allow properties to redevelop to meet market demand and would ensure that stormwater facilities would be added to improve surface water quality.

Senior Planner Chriest stated that the City received comments in response to the Determination of Non-Significance from the Department of Ecology and the Muckleshoot Tribe. Ms. Chriest read the comments into the record as follows:

Department of Ecology, comments dated March 11, 2015:

- Ecology is concerned about allowing buffer reduction down to as low as 25'. This is not consistent with our guidance on best available science for buffer widths.

Planning Commission Minutes  
March 19, 2015  
Page 3

- We are concerned that functions and values will actually be reduced by decreasing buffer widths so it is not clear how a proposed development could enhance or at a minimum be neutral in terms of wetland functions.
- To satisfy the business concerns with reasonable use of the property while still providing space for buffers and water quality treatment facilities, we recommend the design of multi-story buildings and underground parking garages. The efficient use of a property that optimizes all the conflicting needs should be encouraged.
- Ecology would like to receive notice for all development proposals that are covered under this amendment so we have an opportunity to comment on wetland protection.

Muckleshoot Indian Tribe Fisheries Division Habitat Program, comments dated March 11, 2015:

- How many properties would benefit from these code amendments?
- Similarly, how much buffer area along streams and wetlands would be affected by these code amendments?
- Do all of the potential properties have degraded or no buffers currently?
- How will the City ensure that a full suite of riparian functions be realized with these amendments, including but not limited to shade and wood recruitment? This is an important issue as these two riparian buffer functions in particular require buffers larger than 25 feet.
- How do these code amendments work with other issues such as fish passage and daylighting currently piped streams?
- Does the City have a tree retention code which could be used to protect existing trees in riparian areas?

Senior Planner Chriest stated that staff plans to send a detailed response addressing these comments and will ensure that the Planning Commission also gets a copy of staff's response. Staff will provide the Commission with an updated staff report for the next meeting.

Vice Chair Nolan addressed the third point in comments from the Muckleshoot Tribe in which they ask if all the potential properties have degraded buffers currently. He stated that the amendments would only apply to properties that have already been developed, which means the buffer is pretty degraded. He also noted the wood recruitment mentioned in their fourth comment is not possible because this particular buffer area does not have the hydraulics to move wood.

Chair Eisner opened the floor for public testimony at 7:15 p.m. and hearing no requests to comment, closed the public testimony portion of the hearing and opened the floor for Commission discussion.

Commissioner McNichol stated that there are several properties that have impervious surface that extends very close to the North Creek Trail. If the proposed amendments would allow buildings to be built up to the limits of the current impervious surface, it could really affect the experience for people using the trail. He asked what the distance is between the existing buildings and the trail versus the distance from the back of the parking lot to the trail. Vice Chair Nolan suggested that a building setback from the trail could be added to ensure that a tall building isn't built directly adjacent to the trail.



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Commissioner McNichol stated that he would prefer that new buildings be limited to the location of the existing structure and said that he feels this would also address some of the SEPA comments. Commissioner McNichol said that he agrees the situation needs to be addressed in a fashion that makes redevelopment possible, but stated that the City also needs to protect the trail.

Commissioner McNichol also expressed a concern that this decision would be at the sole discretion of the Director. Senior Planner Christ reminded the Commission that while the Director would have the authority regarding this decision, the Binding Site Plan would go before the Hearing Examiner.

Commissioner McNichol expressed a concern about the timing of the process as outlined in the Resolution. He believes it appears that the City is moving too fast and feels we should have waited for the SEPA comment/appeal period to expire before moving forward with the other steps.

Chair Eisner closed the public hearing at 7:26 p.m. The consensus of the Commission was to continue discussing the topic at the next Planning Commission meeting.

V. WORK SESSION

Compliance with Washington's Open Public Records Act (PRA)

City Attorney Shane Moloney noted that he gave this presentation on Washington's Open Public Records Act (PRA) to the City Council in conjunction with a presentation on the IT policy and the policy regarding the use of City-purchased devices. He explained that a new law was passed last year that requires open government training for the City Council and for the Planning Commission regarding the Open Public Meetings Act (OPMA), Public Records Act (PRA) and Records Retention. While the law doesn't specify what the training should consist of, City Attorney Moloney stated that he recommends the Commissioners go through a training that has been created either by the Attorney General's Office, the Auditor's Office or the Association of Washington Cities (AWC). The training technically only applies when a Commissioner is newly appointed and it should be done within 90 days of taking their position. He stated that he highly recommends the training for everyone and that he would email the Commissioners several options for training. City Attorney Moloney shared the highlights of the presentation with the Commission and answered several questions.

Joint City Council / Planning Commission Meeting Topics

Senior Planner Christ noted that a copy of the Council Agenda Summary regarding the joint City Council / Planning Commission meeting has been distributed to the Commission. She noted that Director Rogers would like to focus the discussion on two key issues:

- Setting the stage for future redevelopment, and
- A discussion regarding appropriate uses in the East Gateway Urban Village.

Ms. Christ confirmed that all of the Commissioners are able to attend the joint meeting with the exception of Commissioner Oostra.

Planning Commission Minutes  
March 19, 2015  
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V. ADJOURNMENT

Chair Eisner adjourned the meeting with the consensus of the Commission at 8:35 p.m.

Submitted by:



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Sherrie Ringstad, Planning Specialist



**ART/BEAUTIFICATION ADVISORY BOARD**

**AGENDA**

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**15728 Main Street, Mill Creek, Washington 98012 - 425 745-1891**

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**April 8, 2015  
4:00 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES
  - A. Approval of Minutes March 11, 2015
- IV. OLD BUSINESS
  - A. Art Walk
- V. NEW BUSINESS
  - A. Potential Rotating Art Gallery Artists
- VI. ANNOUNCEMENTS AND REPORTS
- VII. ADJOURNMENT

Attachments:

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**Arts & Beautification Board Meeting  
April 8, 2015**

Members Present:

Marlene King	Zach Anders
Marla Nulph	Judy Morrier
Loyt Neiman	Matt Buchanan

Not Present:

Julie David	Danielle Foushee
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Also Present:

Scott Smith	Kim Mason-Hatt
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**I. ROLL CALL**

Members and staff present as noted above.

**MOTION:** Member Matt Buchanan moved and Member Marla Nulph seconded to excuse Julie David and Danielle Foushee from the meeting, the motion passed unanimously.

**II. APPROVAL OF MINUTES**

**MOTION:** Member Marla Nulph moved and Member Marlene King seconded to approve the March 11, 2015 minutes, the motion passed unanimously.

**III. NEW BUSINESS**

Rotating Art Gallery: 6 applications were reviewed. 2 applicants were invited to the May meeting; Rinkle Shah and Lisa Daniels. Additionally 2 other applicants were to be invited to the June meeting; Kerry Eshelman and Ken Long.

**IV. ADJOURNMENT**

The meeting was adjourned at 4:32 p.m.

The next meeting is scheduled for  
May 13, 2015 at 4 pm City Hall Council Chambers

Submitted by:

A handwritten signature in blue ink, appearing to read "Kim Mason-Hatt", is written over a horizontal line.

Kim Mason-Hatt, Administrative Assistant



## **PARKS & RECREATION BOARD**

**April 1, 2015  
5:00 p.m.**

**I. CALL TO ORDER:**

**II. REPORTS:**

- A. Adjourn to Buffalo Park  
Meet at park location: 13401 44<sup>th</sup> Avenue SE Mill Creek

**III. FOR THE GOOD OF THE ORDER:**

Buffalo Park Grand Opening – Scheduled April 24, 2015 at 3:00 p.m.

**IV. ADJOURN:**

*We are trying to make our public meetings accessible to all members of the public. If you need special accommodations, please call City Hall three days prior to this meeting.*

**CITY OF MILL CREEK  
PARKS AND RECREATION ADVISORY BOARD MEETING  
April 1, 2015**

**Members Present:** Jim Erlewine, Chair  
Brett Nagle, Vice Chair  
Gary Harrison (Absent)  
Mark Johnson (Absent)  
Gordon Keene  
Matt McGrath (Absent)  
David Chapin  
Sean Kelly, Councilmember (Absent)  
Kirin Yufus, Youth Board Representative (Absent)

**Staff Present:** Pam Olson, Recreation Manager

**I. CALL TO ORDER**

Chair Erlewine called the meeting to order at 5:10 p.m.

The Park Board members met at Buffalo Park to preview the site. The members discussed the parking at the park and felt it was adequate, the colors for the playground equipment were bright and colorful and the metal roof on the shelter was a big addition to the park that would last for years.

The Bocce Ball court looked very nice but didn't appear to be flat. Member Keene suggested the contractor roll the carpet to flatten the court. The bolts around the shelter area appeared to stick out presenting a possible safety issue. Manager Olson will relay this information on to the Public Works Supervisor, Nathan Beagle.

**II. FOR THE GOOD OF THE ORDER:**

A reminder was given to all members present about Buffalo Park Opening scheduled for Friday, April 24, 2015. Member Keene will not be present for the opening of the park.

**III. ADJOURN**

**MOTION: Member Nagle moved to adjourn the April 1, 2015 meeting, seconded by Member Chapin. The motion passed unanimously.**



## **PARKS & RECREATION BOARD**

**March 4, 2015  
5:00 p.m.**

- I. CALL TO ORDER:
  
- II. MINUTES:
  - A. Approval of February 4, 2015 Minutes
  
- III. REPORTS:
  - A. Youth Advisory Board Representative's Report
  
- IV. ELECTION OF OFFICERS:
  - A. Election of Chair
  - B. Election of Vice Chair
  
- V. NEW BUSINESS:
  - A. Parks & Open Space Element – Open House Scheduled March 18, 2015
  - B. Buffalo Park Grand Opening – Scheduled April 24, 2015
  - C. Spring/Summer 2015 Recreation Guide
  
- VI. FOR THE GOOD OF THE ORDER:
  
- VII. ADJOURN:

### **ATTACHMENTS**

February 4, 2015 Minutes  
Press Release – Open House  
Press Release – Buffalo Park

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**CITY OF MILL CREEK  
PARKS AND RECREATION ADVISORY BOARD MEETING  
March 4, 2015**

**Members Present:** Jim Erlewine, Chair  
David Chapin, Vice Chair  
Gary Harrison  
Mark Johnson  
Gordon Keene  
Matt McGrath (Absent)  
Brett Nagle  
Sean Kelly, Councilmember (Absent)  
Kirin Yufus, Youth Board Representative

**Staff Present:** Pam Olson, Recreation Manager  
Sherrie Ringstad, Planning Specialist

**I. CALL TO ORDER**

Chair Erlewine called the meeting to order at 5:00 p.m.

**II. MINUTES**

**MOTION:** Member Harrison moved to approve the February 4, 2015 minutes as presented with the correction that member Harrison was absent from February meeting. Motion was seconded by Member Chapin. The motion passed unanimously.

**III. YOUTH ADVISORY BOARD REPORT**

Recreation Manager Olson reported that the Youth Advisory Board had been approached by a representative from Community Transit that provided a presentation to the board members to participate in a pilot program designed to promote healthy lifestyles. The purpose is to educate the community on options of transportation and can involve a variety of activities. Community Transit has funding and staff to work with the YAB for the remainder of the year and implementation of the program would be in 2016.

Ms. Olson also reported that the YAB has been working on the Flashlight Egg Hunt and will be participating in the Eggstravaganza Egg Hunt.

**IV. ELECTION OF OFFICERS**

Election of Chair

**MOTION:** Member Harrison nominated Member Erlewine to serve as Chair, seconded by Member Keene. The nomination passed unanimously.

Election of Vice Chair



**MOTION:** Member Chapin nominated Member Nagle to serve as Vice Chair, seconded by Member Harrison. The nomination passed unanimously.

**V. REPORTS**

Planning Specialist Ringstad explained that changes to the Parks and Open Space Element have been made based on the previous comments made by the Parks and Recreation Board. Previously the Board had two concerns. The first was the recommendation that a neighborhood park be provided in conjunction with the expansion of the Sports Park. The Board felt that requiring a neighborhood park component would limit the potential for developing active use fields. The Board agreed that a neighborhood park was needed west of SR 527 but did not want it exclusively tied to the expansion of the Sports Park. Ms. Ringstad explained that to address the Park Board's concern the language had been modified as follows:

**Neighborhood Parks:**

- SR 527 Subarea (either include a strong neighborhood park component with the expansion of Mill Creek Sports Park or identify a separate neighborhood park site in order to serve neighborhood park needs in the area west of SR 527.)

The new language identifies the need for the neighborhood park but leaves the location open. The Board revisited the issue and discussed whether a park was needed in that area. It was suggested that McCollum Park might serve that area's need for a neighborhood park. Member Harrison suggested that the City contact the school district to get student enrollment numbers for that area to help determine if there was a need for a neighborhood park.

Ms. Ringstad stated that the second area of concern was the proposal to count a percentage of the regional park acreage toward determining how well the City was meeting the resident's need for community parks. Initially, the proposal was to utilize 10% of the acreage in North Creek Park and 25% of the acreage in McCollum Park. Ms. Ringstad noted that the Planning Commission had similar concerns to the Park Board. They felt that using a percentage of the regional park acreage was appropriate; however, they felt the method of determining the specific percentage was not clear and suggested using specific criteria to come up with a percentage and came up with the following list of criteria:

- location,
- amenities offered,
- area served,
- likelihood of potential annexation,
- need of residents (as reflected in surveys and comments), and
- actual usage.

Planning Specialist Ringstad asked the Board Members if they agreed with the suggestion to use criteria to establish a percentage and if they had any additional

criteria to add. It was suggested that it may not be appropriate to use survey results since it is not a statistically valid survey.

Ms. Ringstad also mentioned that the Planning Commission felt that giving 10% to North Creek Park versus the 25% for McCollum Park placed a lower value on passive uses. She asked the Park Board for their opinion regarding placing a lower value on passive uses. After a brief discussion, it was the consensus of the Park Board that both passive and active uses should have equal value.

Park Needs Open House

Manager Olson explained that the City was able to borrow electronic voting technology, known as Pulse Pads, to conduct a live interactive survey during the upcoming Open House scheduled on March 18, 2015. The Board selected the following survey questions to use with the Live Survey:

1. In the last year, about how frequently did someone from your household visit a Mill Creek City Park?
2. Which Mill Creek park do you or your family visit most often?
3. If the primary reason for your visit to a City park is for children's activities, what age range are the children visiting the park?
4. How do you get to City parks?
5. How would you rate Mill Creek City parks and trail facilities in terms of the condition, maintenance and amenities provided?
6. Do you feel the community's needs for athletic fields are being adequately satisfied?
7. How often do you use the following trail facilities?
8. Should the City consider a partnership with other service providers such as the Everett School District or the Boys and Girls Club as a means to provide park and recreation facilities and services?
9. What is your primary source of information for learning about Mill Creek Parks, Recreation Programs, and Special Events?
10. How would you rate the overall quality of the existing Mill Creek recreation programs?
11. The City could consider creating new recreation amenities or additional improvements. Please indicate the increased tax amount, if any, that you would be willing to pay per year for such facilities.

**IV. FOR THE GOOD OF THE ORDER:**

**V. ADJOURN**

**MOTION: Member Nagle moved to adjourn the March 4, 2015 meeting, seconded by Member Chapin. The motion passed unanimously.**