



CITY COUNCIL AGENDA

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

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

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at (425) 921-5732 three days prior to the meeting.

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

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

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

Next Ordinance No. 2016-808
Next Resolution No. 2016-550

July 12, 2016
City Council Meeting
6:00 PM

CALL TO ORDER:

FLAG SALUTE:

ROLL CALL:

AUDIENCE COMMUNICATION:

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

OLD BUSINESS:

- B. Council Discussion: East Gateway Urban Village Land Use

NEW BUSINESS:

- C. 35th Avenue Mitigation Area Restrictions
(*Rebecca C. Polizzotto, City Manager*)
- D. Inter Local Agreement with the Everett School District Regarding Surface Water Utility Fees
(*Rebecca C. Polizzotto, City Manager*)

- E. Hazard Mitigation Plan - Adoption
(Rebecca C. Polizzotto, City Manager)

CONSENT AGENDA:

- F. Approval of Checks #55575 through #55630 and ACH Wire Transfers in the Amount of \$95,011.18
(Audit Committee: Councilmember Todd and Councilmember Cavaleri)
- G. Payroll and Benefit ACH Payments in the Amount of \$182,957.22
(Audit Committee: Councilmember Todd and Councilmember Cavaleri)
- H. City Council Meeting Minutes of June 28, 2016

REPORTS:

- I. Mayor/Council
- J. City Manager

AUDIENCE COMMUNICATION:

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

ADJOURNMENT



Agenda Item # C
Meeting Date: **July 12, 2016**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 35TH AVENUE MITIGATION AREA RESTRICTIONS

ACTION REQUESTED:

Authorization for the City Manager to execute the Declaration of Protective Covenants, Conditions and Restrictions for the 35th Avenue Mitigation Area.

KEY FACTS AND INFORMATION SUMMARY:

As part of a 2005 annexation, the City of Mill Creek and Snohomish County executed an Interlocal Agreement (ILA) regarding various aspects of 35th Avenue SE. *See* attached copy. Section 3.9 of the ILA sets forth provisions governing wetland mitigation.

The designated mitigation area had a long term monitoring plan which recently concluded. Pursuant to the terms of the ILA, the City is to take ownership of the mitigation parcel upon conclusion of the monitoring period. As part of the transfer of ownership, and pursuant to the provisions of the permit issued by the Army Corps of Engineers, certain restrictions must be recorded with respect to the mitigation property in order to prevent future development.

The attached Declaration of Protective Covenants, Conditions and Restrictions (CC&R's) for the mitigation area prohibit: (a) future subdividing of the parcel into lots; (b) development use; (c) dumping of materials; and (d) trail facilities. Since the parcel is a wetland with frequent high water levels, these prohibitions would not hinder any future use of the property by the City. The CC&R's have been reviewed by the City Attorney.

CITY MANAGER RECOMMENDATION:

The City Manager recommends authorization to execute the Declaration of Protective Covenants, Conditions and Restrictions for the 35th Avenue Mitigation Area.

ATTACHMENTS:

- Declaration of Protective Covenants, Conditions and Restrictions for the 35th Avenue Mitigation Area.
- Interlocal Agreement for 2005 Annexation

Respectfully Submitted:

A handwritten signature in blue ink that reads "Rebecca C. Polizzotto".

Rebecca C. Polizzotto
City Manager

G:\EXECUTIVE\WPCOUNCIL\SUMMARY\2016\35th Avenue CCRs.docx

Recorded at the Request of:
Snohomish County Public Works
3000 Rockefeller Ave.
Everett, WA 98201

**35th AVENUE MITIGATION AREA
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**

Grantor: City of Mill Creek, a municipal corporation of the State of Washington
Grantee: The Public
Assessor Tax Parcel No.: not assigned
Legal Description: Ptn Section 33, Township 28 North, Range 5 East
See **Exhibit A** attached for full legal description

This Declaration of Protective Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration", is made this date by the City of Mill Creek, a municipal corporation of the State of Washington, hereinafter referred to as "City", which is the owner of that certain real property located in Snohomish County, Washington, more particularly described on the attached **Exhibits A and B** incorporated herein by this reference, hereinafter the "Declaration Property".

This Declaration is made for the benefit of the Public to comply with the Department of Ecology Water Quality Certification conditions set forth in U.S. Army Corps of Engineers Permit #1997-4-01982, issued in connection with the 35th Avenue SE (Seattle Hill Road to SR 96) Road Improvement Project, as shown on the project right-of-way plans filed with Snohomish County Public Works under Survey # 3425.

The purpose of this Declaration is to ensure that the Declaration Property, which is a mitigation site located within City road right-of-way, will be retained forever in an open and undeveloped condition, and to prevent any use of the Declaration Property that will impair or interfere with the conservation values and functions of the Declaration Property. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited: (a) The legal or de facto subdivision of the Declaration Property for any development purpose whatsoever, provided that the creation of separate legal tracts within the Declaration Property by the City solely for the City's wetland management and/or preservation purposes is permitted; and (b) Any development use, including without limitation residential, commercial or industrial use, and further including any agricultural use of or activity on the Declaration Property; and (c) The dumping, placing or disposal of wastes, refuse and debris on the Declaration Property; and (d) The construction or placement of trails, boardwalks, viewing platforms or benches on the Declaration Property.

This Declaration is subject to the right of the City, and its successors and/or assigns, to the possession and use of the Declaration Property in any lawful manner, PROVIDED that said use by the City and its successor and assigns shall in no way interfere with the conditions of this Declaration.

The parties agree that the wetland mitigation areas located within the Declaration Property are "waters of the State, per RCW 90.48".

35TH AVENUE WETLAND CCRs -- Page 1 of 1
723412.3/014455.00065

This Declaration and the covenants herein shall run with the land and shall be binding on the City, its successors and assigns.

This Declaration has been duly approved by the Mill Creek City Council in open meeting, and the signatories below are authorized to execute this Declaration for the City.

Dated this _____ day of _____, 2016.

CITY OF MILL CREEK

Rebecca Polizzotto, City Manager

ATTEST/AUTHENTICATED:

Kelly Chelin, City Clerk

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

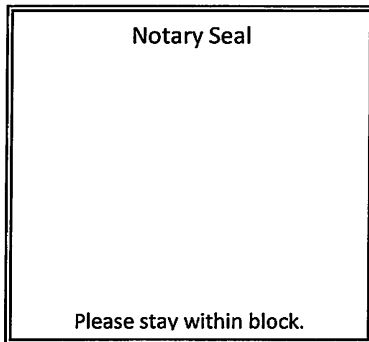
Scott M. Missall, City Attorney

[NOTARY ON FOLLOWING PAGE]

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Rebecca Polizzotto**, to me known to be the person who signed as the City Manager of City of Mill Creek, a municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City upon due authorization of the Mill Creek City Council for the uses and purposes therein stated, and on oath stated that she was duly appointed, qualified and acting as said official of the City, and that she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

35th Ave SE (Covenants)
 Survey 3425/RM538-39-6310
 (Snohomish County)
 December 3, 2015

EXHIBIT "A"

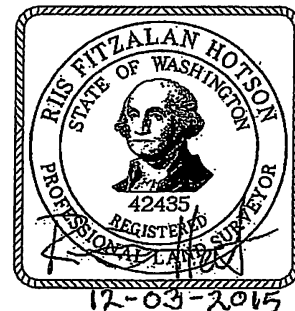
Covenant Area:

That portion of acquisition Parcels 009 and 011 as shown on the Right-of-Way Plan for 35th Ave SE/Seattle Hill Road to SR 96 under Survey 3425, as approved by County Engineer on March 20, 1998; said acquisition of Parcel 009 being acquired by Judgment Decree of Appropriation No. 01 2 09471 6 on Oct. 15, 2003; and said acquisition of Parcel 011 acquired by Statutory Warranty Deed recorded under Auditor's File No. 200012280181; said portion of the above described parcels, being more particularly described as follows:

Commencing at west quarter corner of Section 33, Township 28 North, Range 5 East, W.M., being at County Engineers Station (CES) 105+45.20, 15.55 feet left;
 Thence S01°06'30"W along west line of said Section, a distance of 795.35 feet, Thence S88°26'17"E, a distance of 35.01 feet to a point being at CES 97+49.88, 22.00 feet right, the **True Point of Beginning (TPOB)**;
 Thence continuing S88°26'17"E, a distance of 158.94 feet to the easterly acquisition corner of Parcel 009 as shown on said Right-of-Way Plan, being County Engineer's Station (CES) 97+52.28, 180.92 feet right;
 Thence N02°25'45"E along the easterly acquisition line of said Parcel 009, a distance of 141.54 feet to the north line of said Parcel, being at Station CES 98+93.82, 180.92 feet right;
 Thence N88°26'17"W along the north line of said Parcel, a distance of 62.50 feet to Station CES 98+92.87, 118.43 feet right, and the beginning of the easterly line of acquisition of said Parcel 011;
 Thence N00°38'45"E along said easterly line, a distance of 615.94 feet;
 Thence N89°21'15"W, a distance of 47.82 feet;
 Thence S66°43'49"W, a distance of 49.27 feet;
 Thence S00°38'45"W along the west line of Parcel 011, a distance of 480.00 feet;
 Thence S02°25'45"W, a distance of 256.02 feet along the west line of Parcels 011 and 009 to the **True Point of Beginning**.

Containing an area of 79,376 square feet, more or less.

Situate in the County of Snohomish, State of Washington.



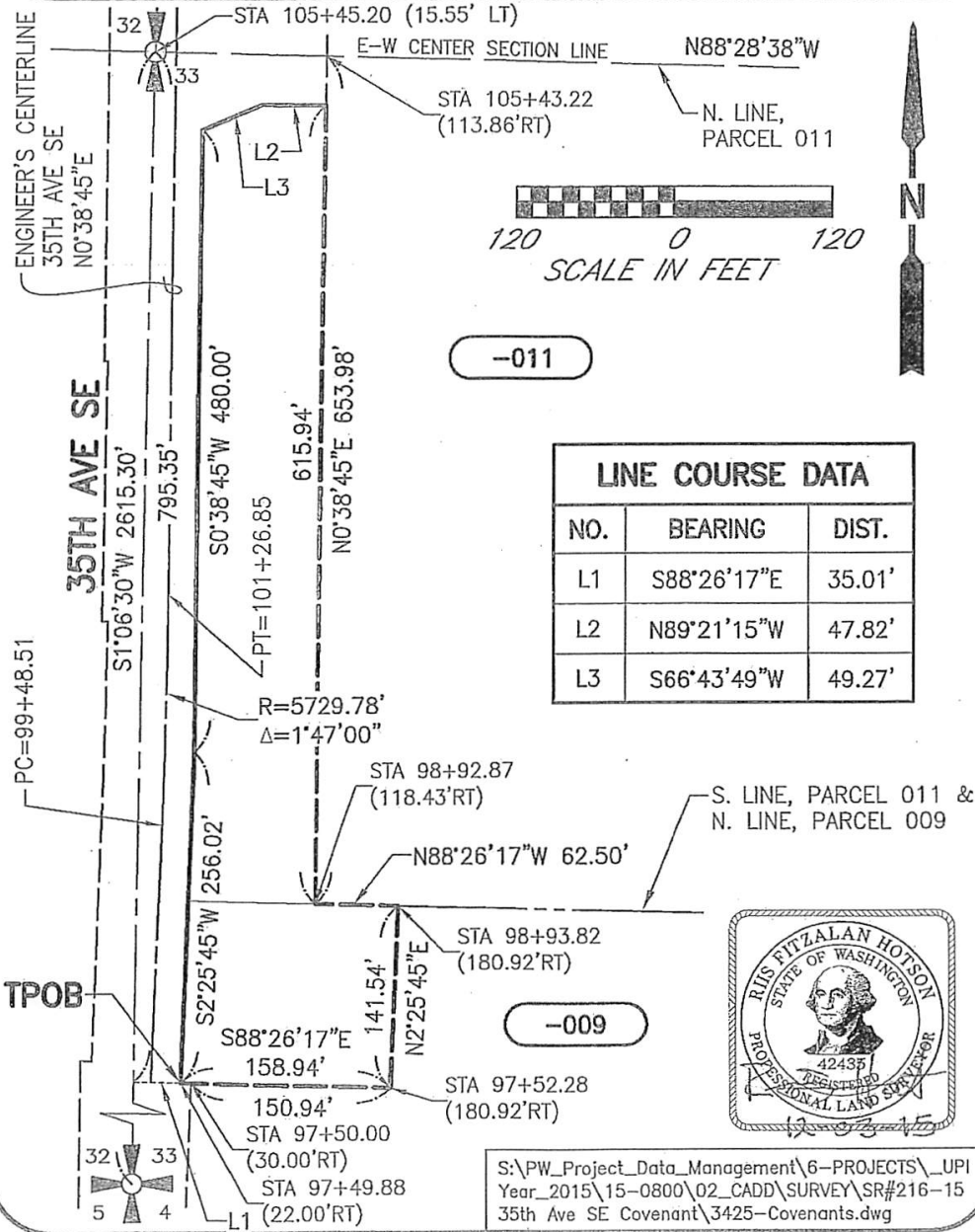
S:\PW Project Data Management\6-PROJECTS\UPI Year 2015\15-0800\03 SURVEY\OFFICE
 DATA\LEGALS\SR 216-15 35th Ave SE\3425-Covenant-009-011.doc, spwalj, 12/03/2015

EXHIBIT B

PAGE 1 OF 1

35th Ave SE Covenants
3425/RM 538

SEC. 33, TWP. 28 N, R. 5 E, W.M.





200601120984 41 PGS
01/12/2006 2 09pm \$0.00
SNOHOMISH COUNTY, WASHINGTON

After Recording Return to

Barbara Sikorski, Asst Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Agencies Snohomish County and City of Mill Creek
Tax Account No N/A
Legal Description N/A
Reference No of Documents Affected ILA Recorded at AFN# (Insert AFN for Annex ILA)
Filed with the Auditor pursuant to RCW 39.34.040
Document Title

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF MILL CREEK AND SNOHOMISH COUNTY
CONCERNING THE DISPOSITION OF 35TH AVE. SE AND WETLAND
MITIGATION TRACTS WITHIN THE ANNEXATION OF LAND
KNOWN AS THE NORTHEAST AREA**

Section 1. Parties

This Interlocal Agreement (the "Agreement" or "ILA") is made by and between the City of Mill Creek (the "City") and Snohomish County (the "County"), political subdivisions of the State of Washington, pursuant to the Growth Management Act, Chapter 36.70A RCW, the State Environmental Policy Act, Chapter 43.21C RCW, and the Interlocal Cooperation Act, Chapter 39.34 RCW.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual benefits of this Agreement, the County and City agree as follows

Section 2. Recitals

2.1 The Snohomish County Boundary Review Board ("BRB") approved the boundaries of the Northeast Area Annexation in their written findings on July 25, 2005

2.2 The term "Northeast Area" refers to approximately 553.25 acres of property located within Snohomish County and generally bounded by 132nd Street SE (SR 96) to the north, Seattle Hill Road to the southeast, the existing City limits

to the west, and 144th Street SE to the south. Exhibit A identifies the location and boundaries of the Northeast Area.

2.3 The purpose of this Agreement is to supplement the "Interlocal Agreement Between the City of Mill Creek and Snohomish County Concerning the Annexation of Land Known as the Northeast/Area A Annexation," dated October 25, 2005, by specifying certain responsibilities pertaining to maintenance of 35th Avenue SE and two wetland / stream mitigation tracts located within the Northeast Area.

2.4 The City's Northeast Area annexation, as approved by the Mill Creek City Council on October 25, 2005, includes the right-of-way for 35th Avenue SE from 132nd Street SE to 144th Street SE.

2.5 In 2004 the County completed a road widening and improvement project for 35th Avenue SE from 120th Place SE to Seattle Hill Road, including the section of 35th Avenue SE that is located within the Northeast Area.

2.6 The County's design and construction of the 35th Avenue SE improvement project accounted for expected settlement of that road south of 132nd Street SE, but additional road maintenance expenditures within the Northeast Area will be necessary over the next ten (10) years as final settlement occurs.

2.7 The environmental permits for the County's 35th Avenue SE improvement project require a program of wetland restoration and stream bank enhancement on tracts inside and outside the Northeast Area for mitigation of project impacts occurring from 120th Place SE to Seattle Hill Road.

2.8 Approximately one half of the wetland areas impacted by the 35th Avenue SE improvement project are located within the Northeast Area

2.9 The City and the County desire to coordinate road maintenance and wetland mitigation activities related to 35th Avenue SE and wish to share certain expenses associated with these activities over a certain period of time.

2.10 The scope of this Agreement is limited to the Northeast Area and does not apply to any other annexation or territory.

Section 3. 35th Avenue SE Roadway Maintenance

3.1 Scope of Roadway Maintenance

The road maintenance provisions of this Agreement apply to the section of 35th Avenue SE between the intersection of Silver Crest Drive and the intersection of 144th Street SE, a distance of approximately 2700 feet as illustrated in Exhibit A

3.2 Geotechnical Report Findings and Recommendation

The Geotechnical Report for the 35th Avenue SE improvement project concluded that relatively uniform, long-term settlements of 2 to 8 inches in the road are expected over a 20-year period. Settlement conditions observed to-date indicate a need for "spot maintenance" to address settlement and drainage at several locations north of 144th Street SE and pavement deterioration south of Silver Crest Drive. The parties acknowledge that these conditions may change over time as to location and severity.

3.3 Preparation of 2006 Work Scope and Cost Estimate

The County shall prepare a work scope and cost estimate for settlement and drainage "spot maintenance" measures to be accomplished by Snohomish County during 2006. Such measures and costs estimates shall be identified and mutually approved by the City's Public Works Director and the County Engineer.

3.4 Spot Maintenance Defined

The "spot maintenance" measures shall include but not be limited to.

Repairs to improve the roadway drivability in the areas near the grouted culvert crossing and Verizon vault as depicted on the County's "as-built" road plans for 35th Avenue SE. The transitions from the hard spots to the roadway experiencing continuing settlement will be evaluated and a remedial measure constructed as appropriate.

Repairs will be made to ensure that water does not pond in the travel lanes of the roadway or the pedestrian walkways. Repairs may include asphalt grinding, thin overlays or installation of new inlets.

The shoulder areas will be repaired to resolve erosion damage

Surface repairs including chip seals and thin overlays preceded by pavement grinding where appropriate will be undertaken, eliminating all depressions that

affect drainage, safety or the drivability of the roadway. The roadway will be improved to a minimum of a “medium” criterion as established in the Northwest Pavement Management Association “Pavement Surface Condition Field Rating Manual for Asphalt Pavement”

The alligatored pavement in the northbound lane from station 3+490 to 3+600, as identified on the County’s “as-built” road plans for 35th Avenue SE, shall be repaired.

3.5 County and City Responsibilities

From January 2006 through December 2015, the City and the County shall proportionally share responsibility for any “extraordinary maintenance” measures caused by settlement of 35th Avenue SE. Such “extraordinary maintenance” measures shall be identified and mutually approved by the City’s Public Works Director and the County Engineer. The scope, cost and responsibility for completion of any extraordinary maintenance measure shall be mutually agreed upon by the City Public Works Director and the County Engineer before the measure is undertaken

3.5.1 Extraordinary Maintenance Defined

Extraordinary maintenance shall be defined as settlement greater than 5 inches in 50 feet. The parties agree that engineering measures other than overlays and repaving will be investigated.

3.6 County and City Proportional Cost Share

The City and the County shall proportionally share the cost of approved “extraordinary maintenance” measures according to the percentage scale below, beginning in 2006. The “year,” for purposes of determining percentages, shall be the year in which the costs are incurred by the City or the County. Following the initial five year period (2006 - 2010), the City and the County shall determine whether the payment responsibilities shown below may be reduced or terminated by mutual consent. The City of Mill Creek shall be the lead agency for the purpose of implementation of “extraordinary maintenance” activities.

Cost Share Percentage

Year	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Snohomish County	50	45	40	35	30	25	20	15	10	5
City of Mill Creek	50	55	60	65	70	75	80	85	90	95

3.7 Routine Maintenance By the City of Mill Creek

Any "routine maintenance" for 35th Avenue SE inside the Northeast Area, but not in the scope of "spot maintenance" to be accomplished by the County in 2006, shall be the responsibility of the City from the effective date of the annexation.

3.8 Act of Nature Disclaimer

Any damage to 35th Avenue SE caused by flooding, earthquake or other catastrophic event, or by any other cause not related to settlement of organic soils underlying the road, after the effective date of the Northeast Area annexation is not subject to this Agreement.

3.9 Wetland Mitigation

3.9.1 Existing Federal and State Mitigation Permits

The following "Mitigation Permits" (attached as Exhibits B, C and D) have been issued for the County's 35th Avenue SE (120th Place SE to Seattle Hill Road) road improvement project:

- Army Corps of Engineers Permit #1997-4-01982
- Department of Ecology Water Quality Certification #02SEANR-3940
- Washington Department of Fish and Wildlife Hydraulic Project Approval #00-E6394-01

3.9.2 Mitigation Sites

The Mitigation Permits identify three mitigation sites: the "Buffalo Farm," "Penny Creek" and the "Tanaka Trust." The "Tanaka Trust" site is located outside the Northeast Area in the northeast quadrant of the 35th Avenue SE/132nd Street SE intersection and is not subject to the provisions of this agreement. Two sites are located inside the Northeast Area: the "Buffalo Farm" in the southeast quadrant of the intersection of 35th Avenue SE and 132nd Street SE and "Penny Creek" on the east side of 35th Avenue SE, slightly more than one-half mile south of 132nd Street SE. The County shall retain responsibility for plant establishment at the Buffalo Farm and Penny Creek sites through the plant establishment period required by the 35th Avenue SE road improvement construction contract and the Mitigation Permits.

3.9.3 Site Ownership and Title Transfer

The "Penny Creek" stream enhancement area is located within the right-of-way for 35th Avenue SE and ownership will be transferred to the City upon

annexation. The County shall retain ownership of the "Buffalo Farm" mitigation tract until such time that the monitoring term set forth in the Mitigation Permits is concluded (2016) Upon expiration of the monitoring term, the County shall transfer ownership of the Buffalo Farm tract to the City via a statutory warranty deed

3.9.4. Maintenance Cost Share

The City agrees to reimburse the County 55% of the County's annual maintenance and monitoring costs for the Buffalo Farm and Penny Creek mitigation sites for five (5) years (expected to be February 2006 through January 2011) from completion of the plant establishment period. The City shall be responsible for 100% of the maintenance and monitoring costs after the first five years until completion of the monitoring period set forth in the above described permits. The County shall provide the City its estimated annual budget for these activities no later than September 1 of each year for the following year

Section 4. Indemnification and Liability

4 1 Each party shall be responsible for the acts, omissions and performance of itself and its elected and appointed officials, officers, employees and agents arising out of this Agreement.

4 2 The County shall protect, hold harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the County's act, omission, or performance of this Agreement, including claims by the County's employees or third parties

4.3 The City shall protect, hold harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the City's act, omission, or performance of this Agreement, including claims by the City's employees or third parties.

4 4 In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability shall be only to the extent of that party's negligence as determined by a court of competent jurisdiction.

4.5 No liability shall attach to the City or the County by reason of entering into this Agreement except as expressly provided herein.

Section 5. Dispute Resolution

If the County and City cannot reach agreement regarding the interpretation or implementation of any provision of this Agreement, the County and City agree to use formal dispute resolution through professional mediation. All costs for mediation or other dispute resolution services shall be divided equally between the County and the City, but each jurisdiction will be responsible for its own costs, including legal representation. If mediation is unsuccessful, either party may then take any action it deems necessary in Snohomish County superior court

Section 6. Contacts for Agreement

The contact persons for the administration of this Agreement are:

Doug Jacobson, City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, WA 98292
(425) 921-5722

Steve Thomsen, County Engineer
Snohomish County
Department of Public Works
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3488

Section 7. General Provisions

7.1 Cooperation. The parties shall cooperate with each other in administering this Agreement, and in particular shall jointly draft and execute such documents as may be necessary to effectuate the terms and conditions of this Agreement and/or transfer the land, funds, rights and/or responsibilities allocated in or arising under this Agreement.

7.2 No Third Party Beneficiaries. This Agreement is for the benefit of the City and County only and is not intended to benefit any other person or entity. No person or entity not a party to this Agreement shall have or claim any third-party beneficiary or other rights. This Agreement is not intended to and shall not be construed to benefit a particular class of persons or individuals.

7.3 Honoring Existing Agreements, Standards, and Studies. Unless otherwise specified in this Agreement, the County and City will honor all existing mitigation agreements and interlocal agreements between them.

7.4 Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the

commitments encompassed in this Agreement, the parties will comply with the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, annexation statutes, and other applicable state and local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not purport to abrogate the decision-making responsibility or police powers vested in them by law

7.5 Effective Date. This Agreement shall become effective by the official action of the governing bodies of each party and the signing of the Agreement by each party's authorized representative.

7.6 Termination. This Agreement shall terminate ten (10) years after the effective date of the Northeast Area annexation or upon the resolution of any disputes arising under this Agreement, whichever occurs later

7.7 Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected

7.8 Exercise of Rights or Remedies. Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation and shall not prevent either party from pursuing that right at any future time

7.9 Records. Both parties shall maintain adequate records to document obligations performed under this Agreement. Upon reasonable notice, each party shall have the right to review the other party's records with regard to the subject matter of this Agreement

7.10 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the parties with respect to 35th Avenue SE and the subjects covered herein. All amendments shall be in writing and executed in the same manner as provided for the execution of this Agreement

7.11 Mutual Negotiation This Agreement has been mutually negotiated by the parties. No ambiguity shall be construed against either party based upon a claim that the party drafted the ambiguous language. The parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof, that they have been fully advised by their legal counsel, and that the Agreement has been executed with the advice of their legal counsel.

7.12 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington Any action shall be brought in the Superior Court for Snohomish County

7.13 Contingency. The obligations of the parties are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, the City or County shall consult and seek appropriate amendment(s) and/or renegotiation in light of the new funding limitations and conditions.

7.14 Recording. This Agreement shall be promptly recorded in the Office of the Snohomish County Auditor

IN WITNESS HEREOF, the parties have signed this Agreement on the dates indicated below.

SNOHOMISH COUNTY:

CITY OF MILL CREEK:



Aaron G. Reardon, County Executive



Steve Nolen, City Manager

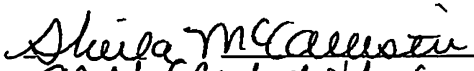
Date: December 9, 2005

Date: December 14, 2005

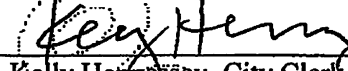
MARK SOINE
Deputy Executive

ATTEST:

ATTEST:




Sheila McCallister
Asst. Clerk of the Council



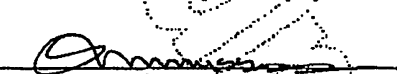
Kelly Hennessey, City Clerk

APPROVED AS TO FORM
Snohomish County Prosecutor

APPROVED AS TO FORM
Office of the City Attorney



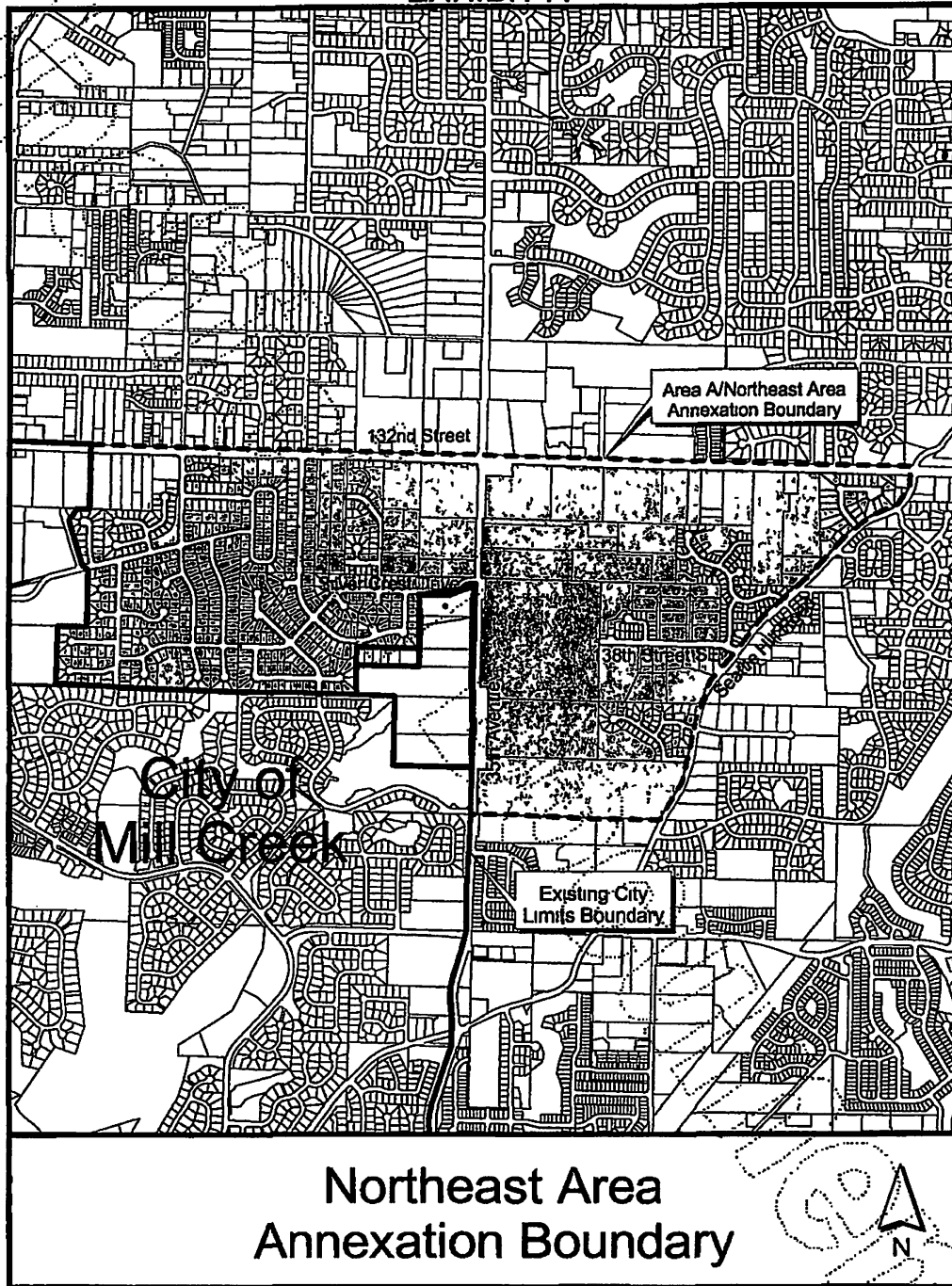
Deputy Prosecuting Attorney 11/12/05



Scott M. Missall
Short Cressman & Burgess PLLC

- Exhibit A: Location and Boundaries of the Northeast Area
- Exhibit B: Army Corps of Engineers Permit #1997-4-01982
- Exhibit C: Department of Ecology Water Quality Certification #02SEANR-3940
- Exhibit D: Washington Department of Fish and Wildlife Hydraulic Project Approval #00-E6394-01

EXHIBIT A





DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Exhibit B

MAY 9 2002

REPLY TO
ATTENTION OF

Regulatory Branch



Snohomish County Public Works
2930 Wetmore Avenue
Everett, Washington 98201-4044

Reference 1997-4-01982
Snohomish County
Public Works

Enclosed is a Department of the Army permit which authorizes performance of the work described in your referenced application.

You are cautioned that any change in the location or plans of the work will require submittal of a revised plan to this office for approval prior to accomplishment. Deviation from approved plans may result in imposition of criminal or civil penalties.

Your attention is drawn to General Condition 1 of the permit which specifies the expiration date for completion of the work. You are requested to notify this office of the date the work is completed.

Sincerely,

Jonathan Smith
for Thomas F. Mueller
Chief, Regulatory Branch

Enclosure

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

Permit Number: 1997-4-01982

Name of Permittee: Snohomish County Public Works

Date of Issuance: MAY 9 2002

Upon completion of the activity authorized by this permit, sign this certification and return it to the following address:

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle Washington 98125-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers' representative. If you fail to comply with your authorization, your project is subject to suspension, modification, or revocation.

- The work authorized by the above referenced permit has been completed in accordance with the terms and conditions of your permit.
- The mitigation required (not including monitoring) by the above referenced permit has been completed in accordance with the terms and conditions of your permit.

Signature of Permittee

11 February 1997
CLM7; B: CERTCOMP.97

DEPARTMENT OF THE ARMY PERMIT

Permittee Snohomish County Public Works

Snohomish County Public Works
2930 Wetmore Avenue
Everett, Washington 98201-4044

Permit No. 1997-4-01982

Issuing Office Seattle District

NOTE. The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description. Place fill into 2.63 acres of wetlands to widen a 3.2 mile section of 35th Avenue Southeast from 120th Street Southeast to Seattle Hill Road in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (to increase the traffic capacity and move vehicles through the area more efficiently and improve traffic, pedestrian, and bike safety).

Project Location. In wetlands adjacent to the Marsh Creek Watershed, Snohomish River at Everett, Washington

Permit Conditions:

General Conditions

1. The time limit for completing the work authorized ends on MAY 9 2005. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in accordance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification to this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.
7. After a detailed and careful review of all the conditions contained in this permit, the permittee...

SNOHOMISH COUNTY PUBLIC WORKS

1997-4-01982

acknowledges that, although said conditions were required by the Corps, nonetheless the permittee agreed to those conditions voluntarily to facilitate issuance of the permit, the permittee will comply fully with all the terms of all the permit conditions

Special Conditions

a. You must implement the ESA requirements and/or agreements set forth in the Biological Assessment titled "35th Avenue S E 120th Place S E to Seattle Hill Road - Road Improvement Project", prepared by Parametrix, Inc., dated March 2000, in their entirety. The U S Fish and Wildlife Service concurred with a finding of "may affect, not likely to adversely affect" for Coastal/Puget Sound bull trout and "no effect" for Bald eagles based on this document on October 16, 2000 (USFWS Reference Number 1-3-99-TA-0167). The National Marine Fisheries Service concurred with a finding of "may affect, not likely to adversely affect" for Puget Sound chinook and its critical habitat based on this document on June 20, 2001 (NMFS Reference Number WSB-00-245). Both USFWS and NMFS will be informed of this permit issuance and will enforce any known violations of the commitments made in these documents pursuant to the ESA.

b. The Conservation Measures and Best Management Practices as stated in the BA shall be implemented.

c. The wetland areas enhanced as mitigation for work authorized by this permit shall not be made the subject of a future individual or general Department of the Army permit application for fill or other development, except for the purpose of enhancing or restoring the mitigation associated with this permit. In addition, a description of the mitigation areas identified in the final mitigation plan as approved, and any subsequent permit mitigation revisions, will be recorded with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records to or interest in real property. Proof of this documentation must be provided to the Corps of Engineers, Seattle District within 30 days of permit issuance and prior to construction.

d. A status report on the mitigation construction, including as-built drawings, must be submitted to the Regulatory Branch, Corps of Engineers, 13 months from the date of permit issuance. Annual status reports are required until the mitigation construction is completed.

e. The Mitigation as stated in the Final Critical Areas Study "35th Avenue S E Road Improvement Project 100th Street S E to Seattle Hill Road" prepared by Parametrix Inc., and dated November 2000 and the Addendum to the Critical Areas Study prepared by Snohomish County Public Works, and dated March 2002, must be implemented. All monitoring reports must be submitted to the U S Army Corps of Engineers, Seattle District, Regulatory Branch.

f. You must provide a copy of the permit transmittal letter, the permit form, and drawings to all contractors performing any of the authorized work.

Further Information

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to
 - () Section 10 of the Rivers and Harbor Act of 1899 (33 U S C 403)
 - (X) Section 404 of the Clean Water Act (33 U S C 1344)

SNOHOMISH COUNTY PUBLIC WORKS

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- f) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U S C 1413)**
- 2 Limits of this authorization**
- a This permit does not obviate the need to obtain other Federal, State, or local authorization required by law**
 - b This permit does not grant any property rights or exclusive privileges**
 - c This permit does not authorize any injury to the property or rights of others**
 - d This permit does not authorize interference with any existing or proposed Federal project**
- 3 Limits of Federal Liability** In issuing this permit, the Federal Government does not assume any liability for the following
- a Damages to the permitted project or uses thereof as a result of other permitted activities or from natural causes**
 - b Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest**
 - c Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit**
 - d Design or construction deficiencies associated with the permitted work**
 - e Damage claims associated with any future modification, suspension, or revocation of this permit**
- 4 Reliance on Applicant's Data** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided
- 5 Reevaluation of Permit Decision** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require include, but are not limited to, the following
- a You fail to comply with the terms and conditions of the permit.**
 - b The information provided by you in support of your application proves to have been false, incomplete, or inaccurate (See 4 above).**
 - c Significant new information surfaces which this office did not consider in reaching the original public interest decision**
- Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply

SNOHOMISH COUNTY PUBLIC WORKS

1997-4-01982

with such directive, this office may in certain situations (such as those specified in 33 CFR 209 170) accomplish the corrective measures by contract or otherwise and bill you for the cost

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit

X [Signature]
SNOHOMISH COUNTY PUBLIC WORKS

X 5/1/02
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below

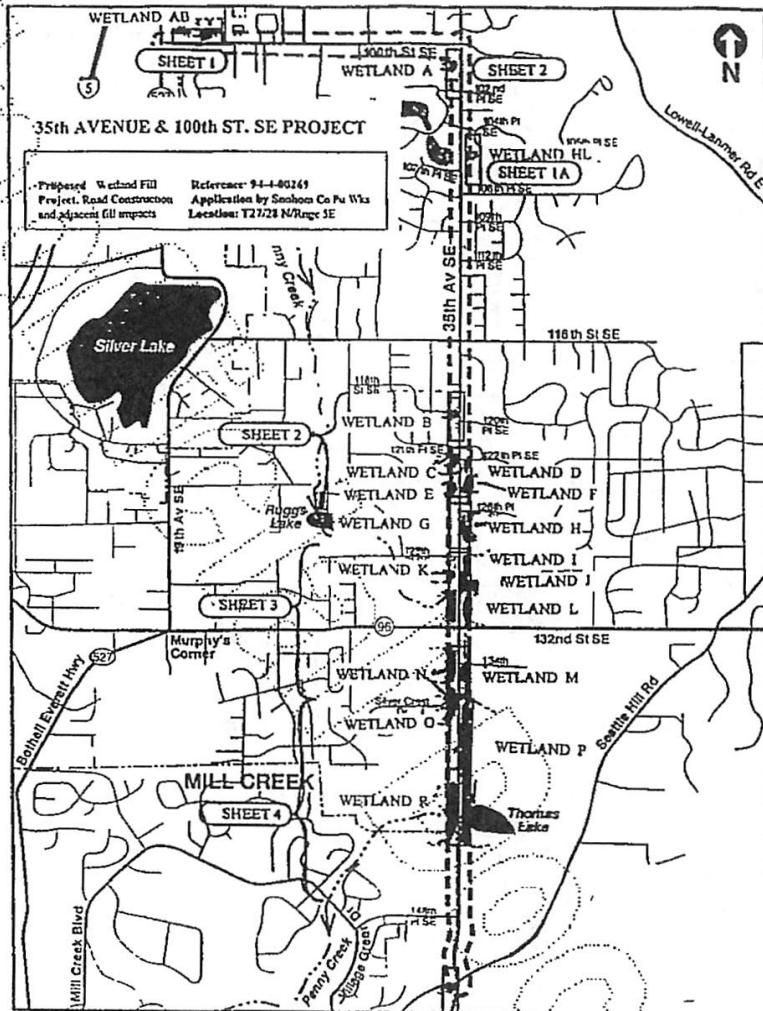
f Jonathan Smith
for RALPH H. GRAVES
Colonel, Corps of Engineers
District Engineer

9 May 2002
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below

(TRANSFEEE)

(DATE)



35th AVENUE & 100th ST. SE PROJECT

Proposed Wetland Fill Project, Road Construction and adjacent fill impacts

Reference: 94-4-00249
 Application by Snohomish Co Pu Wks
 Location: T2723 N/Range 3E

<p>PURPOSE ROAD IMPROVEMENTS</p>	<p>PROPOSED PLACE FILL INTO 2.83 AC WETLANDS IN MARSH CREEK WATERSHED, SNOHOMISH RIVER AT EVERETT COUNTY SNOHOMISH STATE WA APPLICATION BY SNOHOMISH COUNTY PUBLIC WORKS SHEET 2 OF 4 DATE 4/17/2001</p> <p>REFERENCE 1997-4-01982</p>
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Summary of Impacts and Mitigation for Wetlands and Wetland Buffers in the 35th Avenue SE Project Area

Wetland	Classification ^{1a}	County Rating	Required Buffer Width ^{1b} (ft)	Impacts ^{1c}			Mitigation ^{1d}	
				Wetland FFI (ft ²)	Buffer (ft ²)	Ratio	Wetland Area (ft ²)	Buffer Area (ft ²)
A	SS	3	25	4,065	4,065	1.5	6,900	4,065
B	SS	3	25	473	1,539	1	473	1,539
C	EM	4	25	713	2,328	1.5	1,069	2,328
C-1	SS	3	25	151	2,095	1	101	2,095
D	EM	4	25	0	0	N/A	0	0
D-1	SS/EO	2	50	1,968	2,747	1.5	2,902	2,747
E	SS	3	25	3,201	5,001	2	6,502	5,001
F	SS/FO	2	50	522	1,727	1.5	783	1,727
G	SS	3	25	282	775	1.5	422	775
G-1	OW	4	25	0	0	N/A	0	0
H	SS	4	25	0	0	N/A	0	0
H-1	SS/EM	2	50	0	538	N/A	0	538
I	SS	2	50	217	6,167	1.5	328	6,167
J	EM	2	50	7,852	3,674	1	7,952	3,674
K	SS/EM/RUB	2	50	213	1,288	1.5	319	1,288
L-1	SS/EM	2	50	11,399	6,258	1.5	17,099	6,258
Lb	SS/EM/RUB	2	50	43,022	14,506	1.5	65,663	14,506
Lb	EB/SS/RUB	2	50	0	1,302	N/A	0	1,302
M	SS/EM	2	50	0	4,747	N/A	0	4,747
N	EM	4	25	18,203	7,101	1	18,203	7,101
N-1	EM	4	25	838	3,270	1	838	3,270
O	SS/OW	1	75	1,274	9,738	3	3,623	9,738
P	SS/EM	3	25	768	0	1	768	0
P-1	EM	3	25	1,312	6,232	1	1,312	6,232
P-2	SS/EM/OW	1	75	3,604	7,105	3	11,902	7,105
P-3	SS/EM/OW	1	75	7,530	9,404	3	22,890	9,404
Q	EM/OW	1	75	0	13,258	N/A	0	13,258
R	SS/FO/EM/OW	1	75	15,837	8,802	3	47,812	8,802
S	SS	4	25	0	336	N/A	0	336
T	SS	4	25	0	0	N/A	0	0
TOTAL (ft ²)				137,892	138,715		244,178	138,715
TOTAL (ac)				3.17	3.14		6.61	3.14

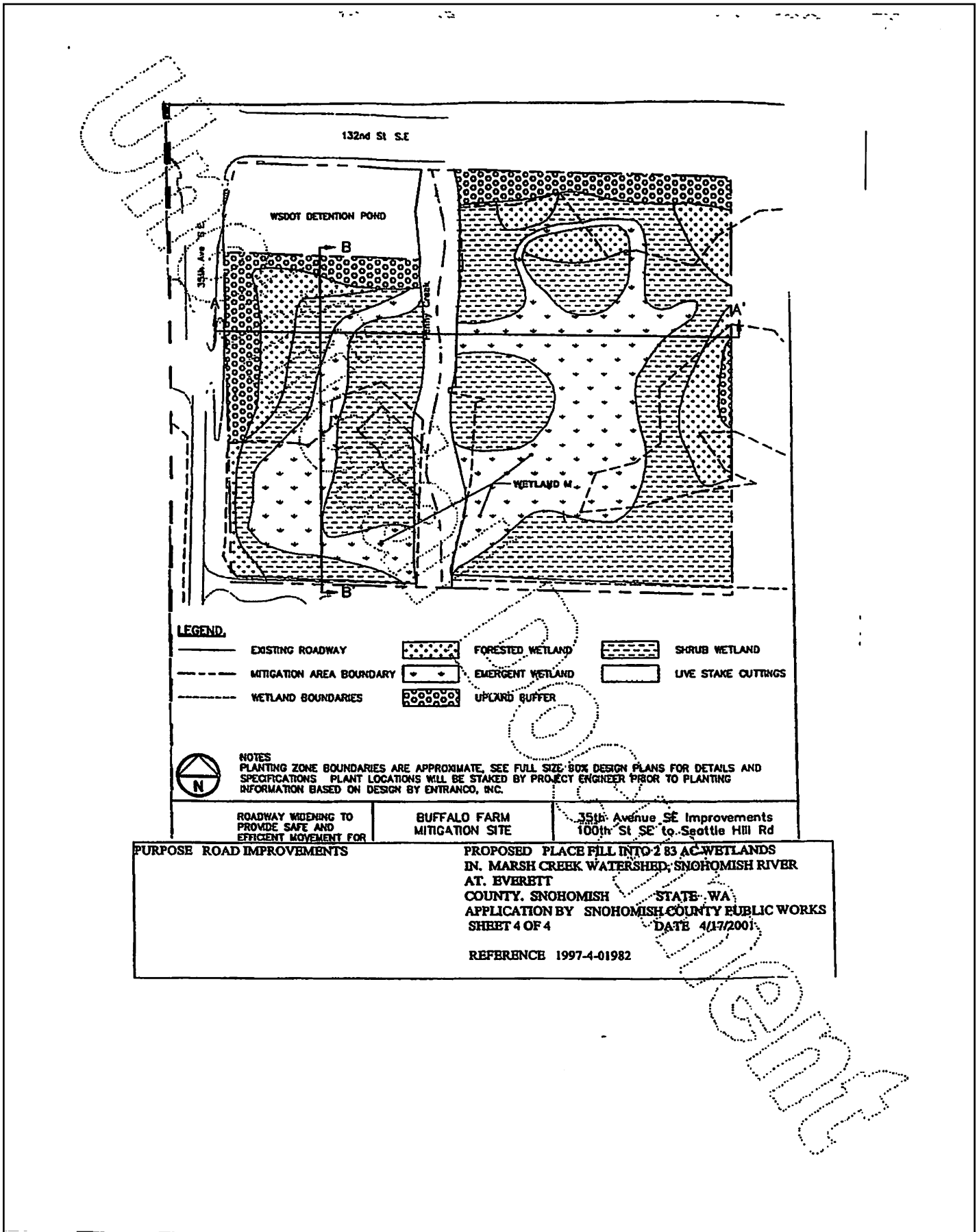
Total FFI = 3.17 AC
 Already Authorized - 0.33 AC

TOTAL FFI for this public notice = 2.83 AC

PURPOSE ROAD IMPROVEMENTS

PROPOSED PLACE FILL INTO 2.83-AC WETLANDS
 IN MARSH CREEK WATERSHED, SNOHOMISH RIVER
 AT EVERETT
 COUNTY SNOHOMISH STATE WA
 APPLICATION BY SNOHOMISH COUNTY PUBLIC WORKS
 SHEET 3 OF 4 DATE 4/17/2001

REFERENCE 1997-4-01982



LEGEND

- EXISTING ROADWAY
- - - MITIGATION AREA BOUNDARY
- - - WETLAND BOUNDARIES
- [Pattern: Dotted] FORESTED WETLAND
- [Pattern: Horizontal lines] EMERGENT WETLAND
- [Pattern: Vertical lines] UPLAND BUFFER
- [Pattern: Diagonal lines] SHRUB WETLAND
- [Pattern: White box] LIVE STAKE CUTTINGS



NOTES
 PLANTING ZONE BOUNDARIES ARE APPROXIMATE, SEE FULL SIZE 80% DESIGN PLANS FOR DETAILS AND SPECIFICATIONS. PLANT LOCATIONS WILL BE STAKED BY PROJECT ENGINEER PRIOR TO PLANTING INFORMATION BASED ON DESIGN BY ENTRANCO, INC.

ROADWAY WIDENING TO PROVIDE SAFE AND EFFICIENT MOVEMENT FOR	BUFFALO FARM MITIGATION SITE	35th Avenue SE Improvements 100th St SE to Seattle Hill Rd
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PURPOSE ROAD IMPROVEMENTS	PROPOSED PLACE FILL INTO 2.83 AC WETLANDS IN MARSH CREEK WATERSHED, SNOHOMISH RIVER AT EVERETT COUNTY, SNOHOMISH STATE WA APPLICATION BY SNOHOMISH COUNTY PUBLIC WORKS SHEET 4 OF 4 DATE 4/17/2001 REFERENCE 1997-4-01982
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This notice of authorization must be conspicuously displayed at the site of work.

United States Army Corps of Engineers

MAY 9 2002

Place fill into 2.83 acres of wetlands to widen a 3.2 mile section of 35th Ave. S.E. from 120th St. S.E. to Seattle Hill Road at Everett, Washinton

has been issued to Snohomish County Public Works Office MAY 9 2002

Address of Permittee 2930 Wetmore Avenue, Everett, WA 98201-4044

Permit Number

1997-4-01982

Jonathan Smith for Ralph H. Graves District Commander Colonel, Corps of Engineers

ENG FORM 4334 18 FEB 1983 EDITION OF 1 MA 1983 Component DAEN-CWQ

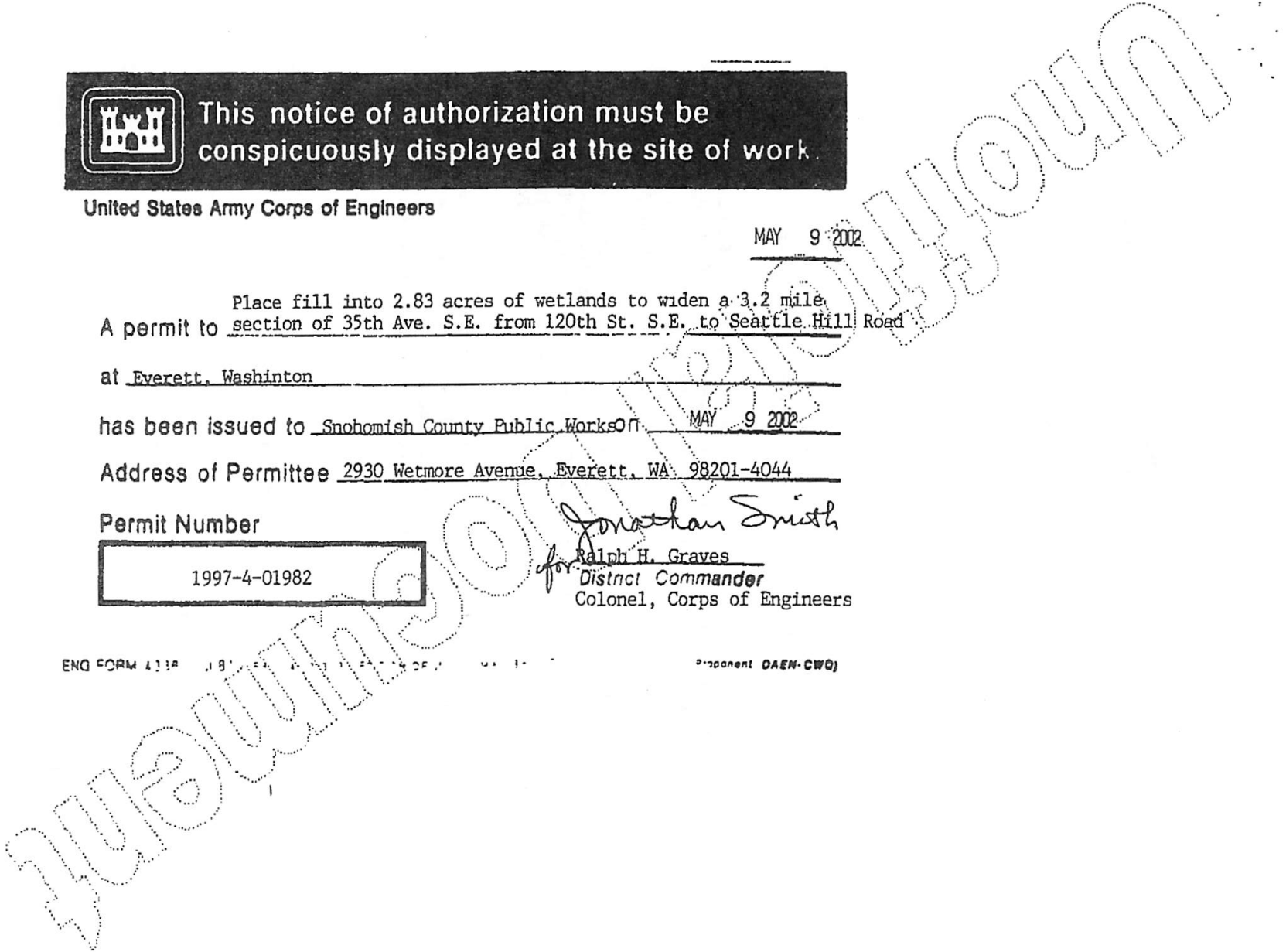




Exhibit C

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

April 30, 2002

REGISTERED MAIL – RR 359 892 703 US

Paul Marczin
Snohomish County
Department of Public Works
2930 Wetmore Avenue
Everett, WA 98201

Dear Mr. Marczin

RE. Order #02SEANR-3940 - Corps Reference No 1997-4-01982
Water Quality Certification for placement of fill to widen 35th Avenue SE, Snohomish
County, Washington

The request for certification for proposed work in wetlands adjacent to Penny Creek and Thomas Lake has been reviewed. On behalf of the State of Washington, we certify that the proposed work, as conditioned by the enclosed Order, will comply with applicable provisions of Sections 301, 302, 303, 306 and 307 of the Clean Water Act, as amended, and other appropriate requirements of State law. This letter also serves as the State response to the Corps of Engineers

Pursuant to 16 U.S.C. 1456 et. seq. (Section 307(c)(3) of the Coastal Zone Management Act of 1972 as amended), Ecology concurs with the applicant's determination that this work will be consistent with the approved Washington State Coastal Zone Management Program. This concurrence is based upon the applicant's compliance with all applicable enforceable policies of the Coastal Zone Management Program, including Section 401 of the Federal Water Pollution Control Act.

This certification is subject to the conditions contained in the enclosed Order. If you have any questions, please contact Alice Kelly at (425) 649-7145. Written comments can be sent to her at the Department of Ecology, 3190 - 160th Ave. SE, Bellevue, WA 98008 or at akel461@ecy.wa.gov. The enclosed Order may be appealed by following the procedures described in the Order.

Sincerely,
Jeannie Summerhays
Jeannie Summerhays
Section Manager
Shorelands and Environmental Assistance Program

JS:AS:SA
Enclosure

cc Susan Glenn, Corps of Engineers
Yvonne Oliva

0-00000-10

IN THE MATTER OF GRANTING A) ORDER # 02SEANR-3940
WATER QUALITY) U S Army Corps No 1997-4-01982
CERTIFICATION TO) Placement of fill into 1.96 acres to widen a 3.2
Snohomish County Department of) mile segment of 35th Avenue SE from 120th
Public Works) Street SE to Seattle Hill Road, located in
 in accordance with 33 U S C 1341) Sections 28, 29, 32, and 33, T 28 N., R 5 E in
 FWPCA § 401, RCW 90 48 260 and) Snohomish County, Washington
 Chapter 173-201A WAC

TO Paul Marczin
Snohomish County Department of Public Works
2930 Wetmore Avenue
Everett, WA 98201

On October 1, 2001, a public notice for a proposed water quality certification from the State of Washington was distributed for the above-referenced project pursuant to the provisions of 33 U S C 1341 (FWPCA §401). The proposed project entails placement of fill to widen 35th Avenue SE to include two travel lanes with a center turn lane, bike and pedestrian lanes and/or a shared bike/pedestrian shoulder. The total surface width will expand from about 22 feet to 55 feet

The mitigation for wetland fill will consist of wetland restoration, creation, and enhancement at three sites. At the Buffalo Farm Mitigation Site, a 9-acre parcel located at the southeast corner of 132nd Street and 35th Avenue, a minimum of 3.3 acres of wetlands will be restored and 5.6 acres will be enhanced. The mitigation site is a former pasture that was ditched, drained and partially filled for agricultural use, and will be converted to three wetland classes, emergent, shrub, and forest. It was originally part of the fen system that included Thomas Lake.

A section of Penny Creek south of 132nd will be relocated and enhanced to improve conveyance and habitat and provide a greater riparian buffer between the creek and the road. The relocation will move the channel east, away from the road edge. In conjunction with the creek relocation, 0.07 acres of wetland will be restored, and 0.8 acres of existing wetland will be enhanced. At the Tanaka Trust site, 0.79 acres of palustrine wetland will be enhanced, and 0.7 acres will be preserved.

Stormwater treatment will consist of swales and compost filters will improve storm water quality, and three detention ponds will temporarily store and release stormwater generated by the project. Road runoff will be processed through biofiltration prior to discharging to surface waters.

AUTHORITIES:

In exercising authority under 33 U S C 1341, 16 U S C 1456, and RCW 90 48-260, Ecology has investigated this application pursuant to the following

Order #02SEANR-3940, 1997-4-01982 Paul Marczin

April 30, 2002

Page 2 of 7

1. Conformance with applicable water quality-based, technology-based, and toxic or pretreatment effluent limitations as provided under 33 U S C Sections 1311, 1312, 1313, 1316, and 1317 (FWPCA Sections 301, 303, 306 and 307);
2. Conformance with the state water quality standards as provided for in Chapter 173-201A WAC authorized by 33 U.S.C. 1313 and by Chapter 90 48 RCW, and with other appropriate requirements of state law, and
3. Conformance with the provision of using all known, available and reasonable methods to prevent and control pollution of state waters as required by RCW 90 48 010

CONDITIONS OF ORDER # 02SEANR-3940 AND WATER QUALITY CERTIFICATION:

In view of the foregoing and in accordance with 33 U S C 1341, RCW 90.48.260 and Chapter 173-201A WAC, water quality certification is granted to Snohomish County Department of Public Works subject to the following conditions

A. No Impairment of Water Quality:

- A1. Certification of this proposal does not authorize Snohomish County Department of Public Works to exceed applicable state water quality standards (Chapter 173-201A WAC) or sediment quality standards (Chapter 173-204 WAC). Water quality criteria contained in WAC 173-201A-030(1) and WAC 173-201A-040 shall apply to this project, unless otherwise authorized by Ecology. This Order does not authorize temporary exceedances of water quality standards beyond the limits established in WAC 173-201A-110(3). Furthermore, nothing in this certification shall absolve Snohomish County Department of Public Works from liability for contamination and any subsequent cleanup of surface waters or sediments occurring as a result of project construction or operations

B. Project Mitigation:

- B1. Impacts to aquatic resources shall be mitigated through measures described in the following documents, except as modified by this Order

35th Avenue SE Road Improvement Project, 100th Street SE to Seattle Hill Road (CRP#RC 1069 and RC 1071), Final Critical Areas Study, prepared by Parametrix, Inc., October 2001, and Addendum to Critical Areas Study, prepared by Paul Marczin, Snohomish County Department of Public Works, April 2002.

- B2 ✓ **"As-Built" Report** An "as-built" report documenting the final design of the mitigation project area shall be prepared when site construction and planting is completed. The report shall include the following

Order #02SEANR-3940, 1997-4-01982 Paul Marczin

April 30, 2002

Page 3 of 7

- Vicinity map showing site access,
- Final site topography;
- Drawings that shall clearly identify the boundaries of the mitigation areas,
- The installed planting scheme showing quantities, densities, sizes, and approximate locations of plants, as well as plant sources and the time of planting,
- Photographs of the area taken from permanent reference points,
- Locations of photopoints, sampling and monitoring sites,
- An analysis of any changes to the mitigation plan that occurred during construction

A copy of the "as-built" report shall be sent to Department of Ecology, Federal Permit Coordinator, 3190 - 160th Avenue SE, Bellevue, WA, 98008-5452, within 60 days of completing construction and initial planting, and in no case later than December 31, 2003

Deed Restriction Permanent protection of the wetland mitigation and preservation areas, as described in the Final Critical Areas Study, shall be recorded on the appropriate property deed. The deed shall clearly indicate that the wetland mitigation areas are "waters of the state". Documentation that this requirement has been fulfilled, including copies of permanent restrictive easements, shall be provided to Ecology's Federal Permit Coordinator at the same time as the "as-built" report

Field Supervision The wetland mitigation grading activity and enhancement plant installation shall be field-supervised and inspected by a qualified consultant during grading and planting operations as well as after planting has been completed, to ensure proper elevations are achieved and proper placement of plants

✓ **Monitoring:** Monitoring shall be conducted as identified in the Addendum to the Critical Areas Study. Copies of all monitoring reports shall be submitted to Ecology at 3190 - 160th Avenue SE, Bellevue, WA, 98008-5452, as well as to the U S Army Corps of Engineers. If the results of the monitoring indicate that contingency measures are needed, the monitoring report shall include a detailed description of actions taken to rectify deficiencies. If the results of the monitoring at Year 10 show that the mitigation area does not satisfy the performance standards set forth in the mitigation plan, additional monitoring and mitigation may be required (e.g. replanting, soil amendments, selection of alternative species, re-evaluation of the Performance Standards, etc.) Any additional monitoring or mitigation measures are subject to review and approval of the Department of Ecology.

Maintenance. The applicant is responsible for maintenance of the wetland mitigation sites such that the required performance standards are met.

Access Snohomish County Department of Public Works shall provide access to the mitigation sites upon request by Ecology personnel for site inspections, monitoring, and

Order #02SEANR-3940, 1997-4-01982 Paul Marczin

April 30, 2002

Page 4 of 7

necessary data collection to ensure that the wetland mitigation is implemented as approved

Boundary Marking The boundary of the wetland mitigation site shall be permanently marked with stakes spaced approximately 100 feet apart. The marking shall include signage that clearly indicates that clearing vegetation and fertilizer/pesticide applications are prohibited within the mitigation area and that no material including soils and vegetation shall be dumped within the wetland mitigation areas

C. Stormwater Management:

C1 The development shall be designed to conform with Snohomish County's stormwater management requirements and Ecology's Stormwater Management Manual for the Puget Sound Basin.

D. Construction:

D1 Construction Stormwater and Erosion Control:

a Work in or near waters of the state shall be done so as to minimize turbidity, erosion, and other water quality impacts. Construction stormwater, sediment and erosion control Best Management Practices suitable to prevent exceedances of state water quality standards (e.g., hay bales, detention areas, filter fences, etc.), shall be in place before starting clearing, filling, and grading work at the impact sites, and shall also comply with all requirements of the NPDES permit

b Prior to clearing and grading in wetlands, the adjacent wetlands shall be protected from construction impacts. Brightly colored mesh construction fencing shall be installed around the wetlands to be protected prior to site clearing. All project staff shall be trained to recognize construction fencing that identifies wetland boundaries and edge of clearing. Equipment shall not be moved into or operated in wetlands that are not authorized to be filled or enhanced.

D2 During clearing and filling at the project site, the applicant shall take all necessary measures to minimize the alteration or disturbance of existing wetland and upland vegetation.

D3 All construction debris shall be properly disposed of on land so that it cannot enter a waterway or cause water quality degradation to state waters

D4. Wash water containing oils, grease, or other hazardous materials resulting from wash down of equipment or working areas shall be contained for proper disposal, and shall not be discharged into state waters or storm drains

Order #02SEANR-3940, 1997-4-01982 Paul Marczin
 April 30, 2002
 Page 5 of 7

D5 Snohomish County Department of Public Works shall provide notice to Ecology's Alice Kelly at least 3 days prior to the start of placing fill in wetlands or other waters of the state. Notification can take place by e-mail to akel461@ecy.wa.gov, telephone to (425) 649-7145, fax to (425) 649-7098, or in writing.

D6. Clean Fill Criteria The applicant shall ensure that fill placed for the proposed project does not contain toxic materials in toxic amounts.

E. Emergency/Contingency Measures:

E1. In the event the applicant is unable to comply with any of the permit terms and conditions due to any cause, the applicant shall

- Immediately take action to stop, contain, and clean up unauthorized discharges or otherwise stop the violation and correct the problem
- Notify Ecology of the failure to comply. Spill events shall be reported immediately to Ecology's 24-Hour Spill Response Team at (425) 649-7000, and within 24 hours to Ecology's Alice Kelly at (425) 649-7145
- Submit a detailed written report to Ecology within five days that describes the nature of the violation, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information

Compliance with this condition does not relieve the applicant from responsibility to maintain continuous compliance with the terms and conditions of this Order or the resulting liability from failure to comply.

E2. Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc., shall be checked regularly for drips or leaks, and shall be maintained and stored properly to prevent spills into state waters. No refueling of equipment shall occur over, or within 50 feet of creeks, streams or wetlands.

F. General Conditions:

F1 For purposes of this Order, the term "Applicant" shall mean Snohomish County Department of Public Works and its agents, assigns, and contractors.

F2 This certification does not exempt and is provisional upon compliance with other statutes and codes administered by federal, state, and local agencies. All conditions in the following permits, approvals, and documents are incorporated herein and are specific conditions of this Order.

Order #02SEANR-3940, 1997-4-01982 Paul Marczin

April 30, 2002

Page 6 of 7

- Hydraulic Project Approval issued by the Department of Fish and Wildlife Log No 00-E6394-01 on November 30, 2000
- NPDES General Permit for Stormwater Discharges Associated with Construction Activities SO3-003186, expiration date November 18, 2005

F3 The applicant will be out of compliance with this certification if the project is constructed and/or operated in a manner not consistent with the project description contained in the Public Notice for certification, or as otherwise approved by Ecology. Additional mitigation measures may be required through other local, state, or federal requirements.

F4 The applicant will be out of compliance with this certification and must reapply with an updated application if five years elapse between the date of the issuance of this certification and the beginning of construction and/or discharge for which the federal license or permit is being sought.

F5 The applicant will be out of compliance with this certification and must reapply with an updated application if the information contained in the Public Notice is voided by subsequent submittals to the federal agency. Any future action at this project location, emergency or otherwise, that is not defined in the Public Notice, or has not been approved by Ecology, is not authorized by this Order. All future actions shall be coordinated with Ecology for approval prior to implementation of such action.

F6 Copies of this Order shall be kept on the job site and readily available for reference by Ecology personnel, the construction superintendent, construction managers and foremen, and state and local government inspectors.

To avoid violations or non-compliance with this Order, the applicant shall ensure that project managers, construction superintendents, and other responsible parties have read and understand relevant aspects of this Order, the NPDES permit, and any subsequent revision or Ecology-approved plans.

The applicant shall provide to Ecology a signed statement from each project manager and construction superintendent working at the project and mitigation sites that they have read and understand the conditions of the above-referenced permits, plans, and approvals. These statements shall be provided to Ecology no less than seven (7) days before construction begins at each project or mitigation site.

F7 The applicant shall provide access to the project site and all mitigation sites upon request by Ecology personnel for site inspections, monitoring, necessary data collection, or to ensure that conditions of this Order are being met.

F8 Nothing in this Order waives Ecology's authority to issue additional orders if Ecology determines further actions are necessary to implement the water quality laws of the state. Further, Ecology retains continuing jurisdiction to make modifications hereto through

Order #02SEANR-3940, 1997-4-01982 Paul Marczin

April 30, 2002

Page 7 of 7

supplemental order, if additional impacts due to project construction or operation are identified (e.g., violations of water quality standards, downstream erosion, etc), or if additional conditions are necessary to further protect the public interest

F9 Liability. Any person who fails to comply with any provision of this Order shall be liable for a penalty of up to ten thousand dollars (\$10,000) per violation for each day of continuing noncompliance

Appeal Process:

Any person aggrieved by this Order may obtain review thereof by appeal, within thirty (30) days of receipt of this Order, to the Washington Pollution Control Hearings Board, P.O. Box 40903, Olympia, WA 98504-0903. Concurrently, a copy of the appeal must be sent to the Department of Ecology, Shorelands and Environmental Assistance Program, P.O. Box 47600, Olympia, WA 98504-7600. These procedures are consistent with the provisions of Chapter 43 21B RCW and the rules and regulations adopted thereunder

Dated 4/30/2002 at Bellevue, Washington

Jeannie Summerhays
Jeannie Summerhays, Section Manager
Shorelands and Environmental Assistance
Program
Department of Ecology
State of Washington

UNOFFICIAL DOCUMENT



DEPARTMENT OF THE ARMY
 SEATTLE DISTRICT, CORPS OF ENGINEERS
 P. O. BOX 3765
 SEATTLE, WASHINGTON 98124-3765

REPLY TO
 ATTENTION OF

Regulatory Branch

Dear Permittee(s)

Our transmittal letter cites a new Department of the Army administrative appeal rule for permit decisions that went into effect March 9, 1999. In accordance with this rule, we have included in your permit package a Notification of Administrative Appeal Options and Process and Request for Appeal (NAO-RFA) form.

You may decline to accept a permit if you object to any of the terms or conditions, and you believe that these terms or conditions are based on procedural errors; incorrect data, omission of fact, incorrect application of current Federal manual or guidance associated with wetlands, or incorrect application of a law, regulation, or policy that governs our permit program. If you wish to decline the permit, you must complete the NAO-RFA form explaining your objections for not accepting it. You must return this NAO-RFA form and the two permit forms within 60 days from the date on the NAO-RFA form. Once you sign our permit, you waive the right to further appeal unless we later modify the permit. After we receive and evaluate your initial objection letter, we either modify the permit to address some or all of the objections, or elect not to modify the permit. We re-submit it to you for signature. You may either accept the permit, or decline. A diagram entitled "Applicant Options with Initial Proffered Permit," describing applicant options for declining the special conditions of a permit, is enclosed with your package (Appendix B).

If you do decline to accept the permit a second time, you may then formally appeal the permit to our Northwestern Division office (Division Engineer, ATTN: Mores Bergman, Omaha address on NAO-RFA form) by submitting a completed and acceptable NAO-RFA form within 60 days from the date of the letter transmitting the second permit. We will send this form to you again with the modified or non-modified permit. Our Division office has 90 days to resolve the appeal with you once your completed and acceptable NAO-RFA form has been received. Details of the appeal process are outlined in the enclosed diagram entitled "Administrative Appeals Process for Permit Denials and Proffered Permits" (Appendix A).

If you have any questions about your options or the appeal process in general, please contact the project manager indicated on the form.

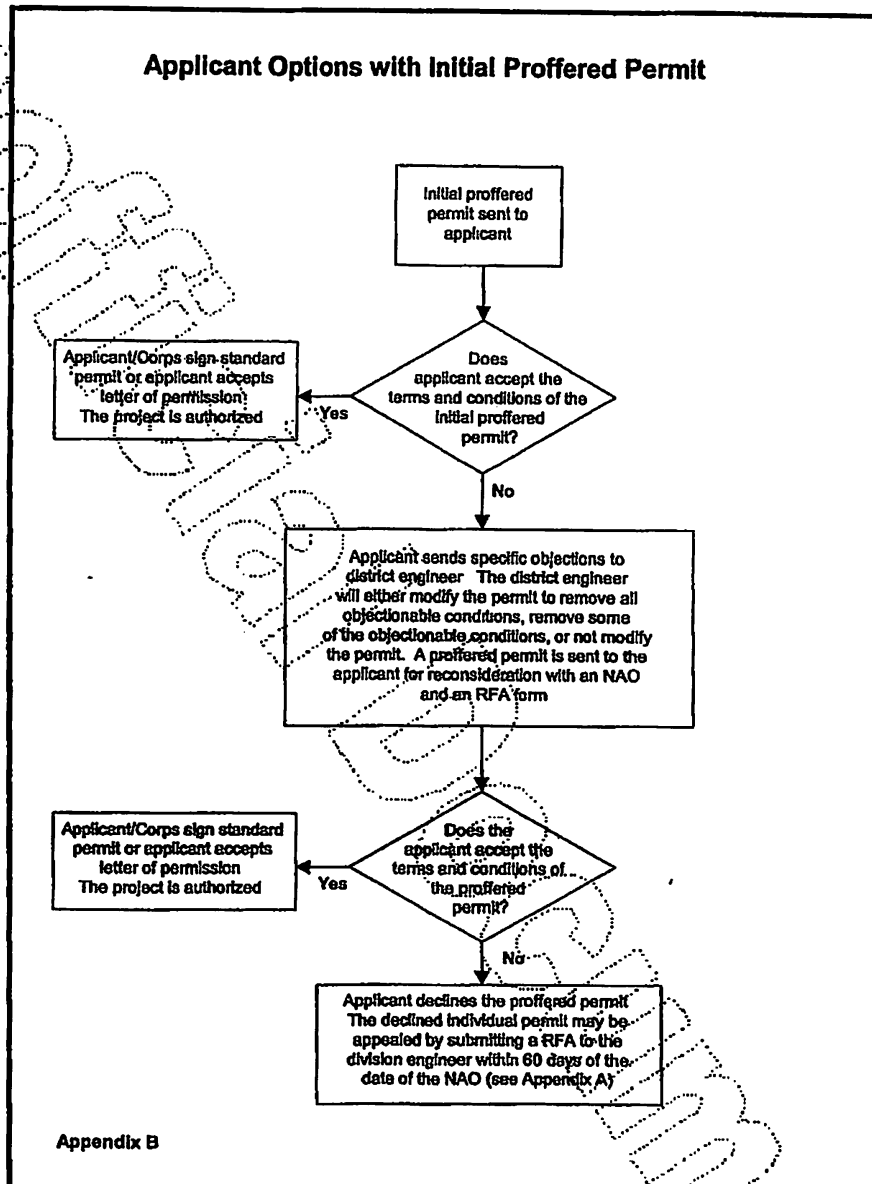
Enclosure 2
 Rev. 12 May 2000

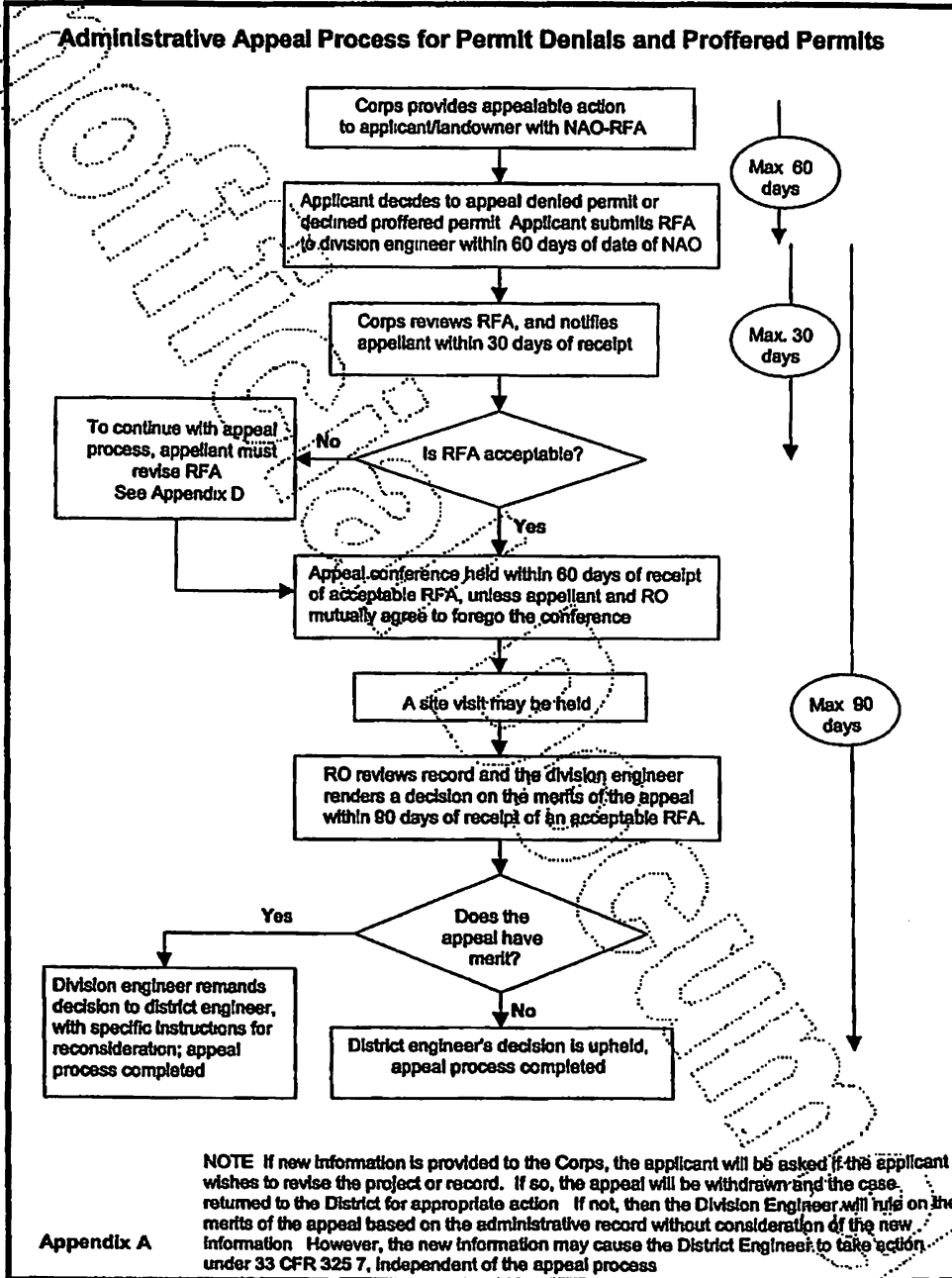
URGENT

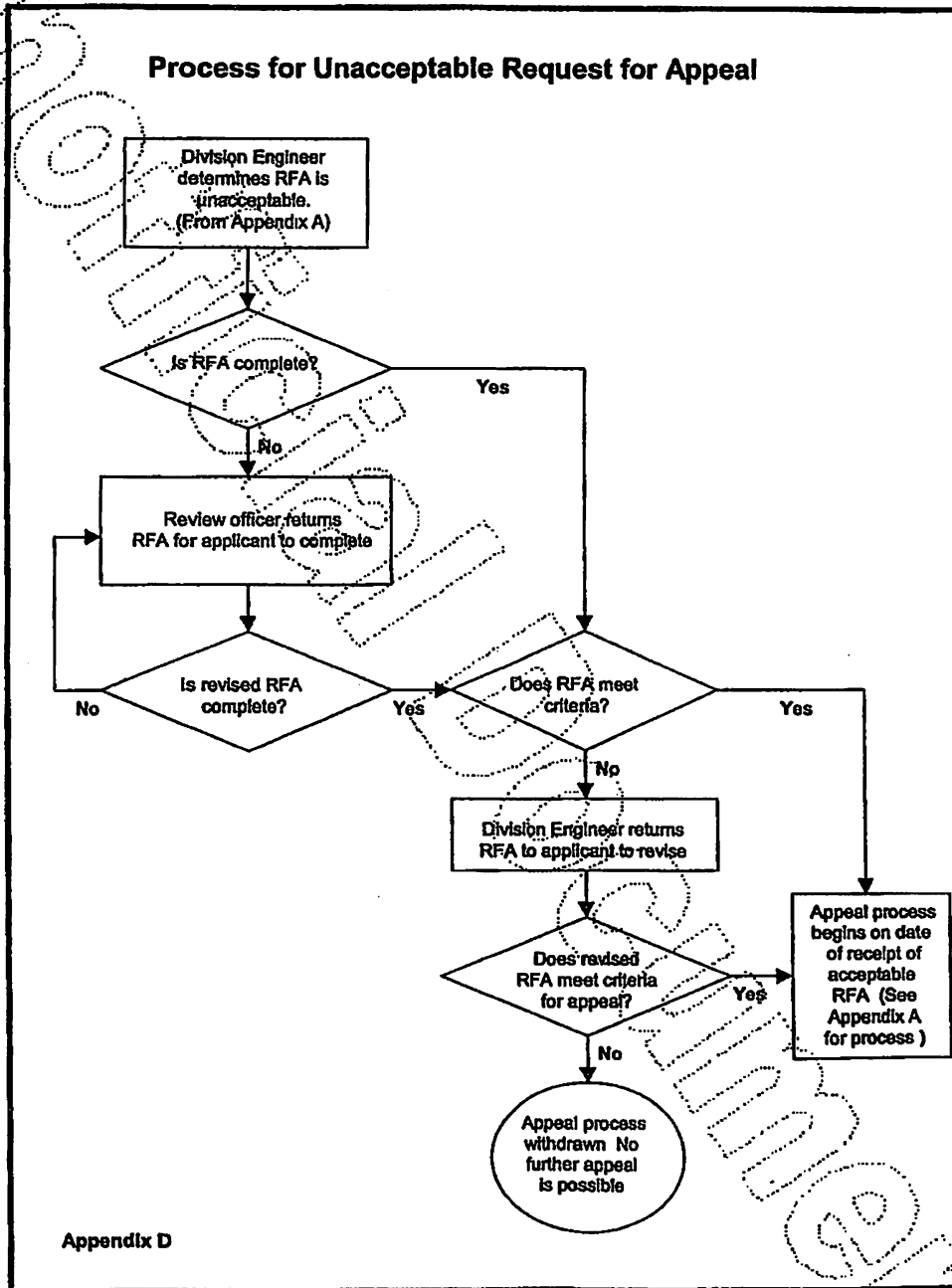
SECTION II OF ADMINISTRATIVE APPEAL TO PERMITS AND DECISIONS RETURN TO: APPEAL		
Applicant: Snohomish County Public Works	File Number: 1997-4-01982	Date: <u>Apr 26, 2002</u>
Attached is:		See Section below
<input checked="" type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E
<p>SECTION II: The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://as.asce.org/members/advocacy/cewa/cewa.asp or Corps regulations at 33 CFR Part 331.</p>		
<p>A. INITIAL PROFFERED PERMIT You may accept or object to the permit</p> <ul style="list-style-type: none"> ACCEPT If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit. OBJECT If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below. 		
<p>B. PROFFERED PERMIT. You may accept or appeal the permit</p> <ul style="list-style-type: none"> ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit. APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. 		
<p>C. PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.</p>		
<p>D. APPROVED JURISDICTIONAL DETERMINATION You may accept or appeal the approved JD or provide new information.</p> <ul style="list-style-type: none"> ACCEPT You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD. APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice. 		
<p>E. PRELIMINARY JURISDICTIONAL DETERMINATION You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.</p>		

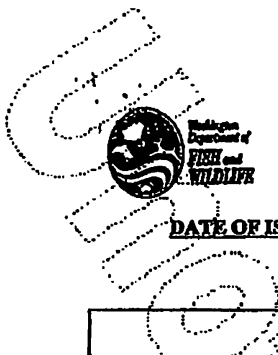
<p>SECTION II: REQUEST FOR APPEAL OF OBJECTIONS TO AN INITIAL PROFFERED PERMIT</p> <p>REASONS FOR APPEAL OR OBJECTIONS. (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)</p>				
<p>ADDITIONAL INFORMATION The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.</p>				
<p>POINT OF CONTACT FOR QUESTIONS OR INFORMATION:</p> <table border="1"> <tr> <td> <p>If you have questions regarding this decision and/or the appeal process you may contact</p> <p>Susan Glenn, Project Manager U.S. Army Corps of Engineers, Seattle District Post Office Box 3755 Seattle, Washington 98124-3755 Telephone (206) 764-6904</p> </td> <td> <p>If you only have questions regarding the appeal process you may also contact</p> <p>Mores Bergman, Appeal Review Officer U.S. Army Corps of Engineers, Northwestern Division 12565 West Center Road Omaha, Nebraska 68144-3869 Telephone (402) 697-2533</p> </td> </tr> </table>			<p>If you have questions regarding this decision and/or the appeal process you may contact</p> <p>Susan Glenn, Project Manager U.S. Army Corps of Engineers, Seattle District Post Office Box 3755 Seattle, Washington 98124-3755 Telephone (206) 764-6904</p>	<p>If you only have questions regarding the appeal process you may also contact</p> <p>Mores Bergman, Appeal Review Officer U.S. Army Corps of Engineers, Northwestern Division 12565 West Center Road Omaha, Nebraska 68144-3869 Telephone (402) 697-2533</p>
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<p>RIGHT OF ENTRY Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation, and will have the opportunity to participate in all site investigations.</p>				
<p>_____ Signature of appellant or agent</p>	<p>_____ Date</p>	<p>_____ Telephone number</p>		

NAO-RFA FORM F doc
 10 April 2000









HYDRAULIC PROJECT APPROVAL
 RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

Exhibit D

State of Washington
 Department of Fish and Wildlife
 Region 4 Office
 16018 Mill Creek Boulevard
 Mill Creek, Washington 98012

DATE OF ISSUE: November 30, 2000

LOG NUMBER: 00-R6394-01

<p align="center"><u>PERMITTEE</u></p> <p>Snohomish County Dept Of Public Works ATTENTION: Jeff Massie 2930 Wetmore Avenue Everett, Washington 98201 425-388-3488 fax: 425-388-6694</p>	<p align="center"><u>AUTHORIZED AGENT OR CONTRACTOR</u></p> <p align="center">RECEIVED</p> <p align="center">DEC 04 2000</p> <p>Project Management CRP# _____ Fed Aid# _____</p>
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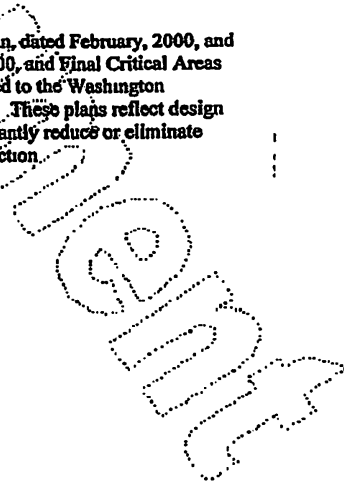
PROJECT DESCRIPTION: Widen 35th Avenue SE from Seattle Hill Road to 120th Place SE. Fill wetlands and compensate by creation of wetlands off site. Change stream flow by altering the quality, timing, pattern of runoff, and point of entry of stormwater; mitigate by constructing stormwater management facilities including a vault in the Tambarck Creek watershed, and in the Penny Creek watershed ponds and new wetlands bordering Penny Creek instead of traditional Retention/Detention ponds or vaults Relocate Penny Creek into a new channel further from the road. Replace two existing culverts for Penny Creek under 35th Avenue SE with longer and bigger culverts. A back-flooded double barrel culvert for the southern crossing is authorized, due to the special requirements of the site caused by construction on deep peat.

PROJECT LOCATION: 35th Ave SE from Seattle Hill Road to 120th Place SE

#	WRIA	WATER BODY	TRIBUTARY TO	1/4-SEC.	SEC.	TOWNSHIP	RANGE	COUNTY
1	08.0077	Penny Creek	North Creek		32	28 North	05 East	Snohomish
2	08.0076	Tambarck Creek	Silver Creek		05	27 North	05 East	Snohomish

PROVISIONS

1. **TIMING LIMITATIONS:** The project may begin Immediately and shall be completed by December 31, 2002
 - A. Culvert replacement work and work in the stream channel below the Ordinary High Water Line shall occur only from July 1 through October 15 of the calendar years 2001 and 2002
2. Work shall be accomplished per plans and specifications entitled Stormwater Facility Plan, dated February, 2000, and blueprints titled 35th Avenue S.E Seattle Hill Road to 120th Place S.E., dated June 23, 2000, and Final Critical Areas Study, 35th Avenue SE Road Improvement Project, dated November, 2000, and submitted to the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. These plans reflect design criteria per Chapter 220-110 WAC. These plans reflect mitigation procedures to significantly reduce or eliminate impacts to fish resources. A copy of these plans shall be available on site during construction.





HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

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3. Retention/Detention (R/D) and water treatment facilities for stormwater runoff shall have been designed, and shall be constructed and maintained to cause this redevelopment project to achieve stormwater runoff at rates no greater than undisturbed forest for an area at least 1 4 times the size of the new impervious surface

GENERAL PROVISIONS

4. Wastewater from project activities and water removed from within the work area shall be contained to prevent any silt, silt-laden water, or other contaminants from entering the stream or adjacent wetlands
5. The work on the culverts and in the stream bed shall be done in the dry or in isolation from the stream flow by the installation of a bypass flume or culvert, or by pumping the stream flow around the work area, or during periods of low flow by diverting the stream flow with sand or gravel bags to part of the channel not being worked in. No sand or pea gravel shall be released to the stream; sand bags, pea gravel bags, and all of their sand and/or pea gravel shall be removed from the stream and its flood plain at the end of the project. Release of bag contents into the stream at the end of the project is permitted only if bags are filled with clean round gravel no smaller than 7/8 inch. Gravel bag dams may be sealed with plastic sheeting. Placement and removal of sand or gravel bags shall be done in a manner which minimizes disturbance to the stream. Care shall be taken so that the stream below the project area is never dewatered, even momentarily. At least half the flow of the stream shall be maintained in the downstream reach at all times, even when water is first being impounded with sand bags into the diversion channel, and even when the stream flow is first being restored into the dried channel reach of this project.
6. The permittee shall capture and safely move food fish, game fish and other fish life from the areas of the job site which will be dewatered. The permittee shall have fish capture and transportation equipment ready and on the job site. Captured fish shall be immediately and safely transferred to free-flowing water downstream of the project site. The permittee may request Washington Department of Fish and Wildlife assist in capturing and safely moving fish life from the job site to free-flowing water, and assistance may be granted if personnel are available.
7. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to flow downstream. This may be accomplished by installing temporary dams overlain with filter fabric on the upstream side of the dams. Accumulated silt shall be removed from the filter fabric during the project as needed. Dams may be made of hay bales or gravel bags, or in extremely slow-moving water a curtain of filter fabric may be installed from above the water surface to the stream bottom, weighted down continuously along the bottom. Other dam structure techniques may be approved after consultation with the habitat biologist listed below.
 - A. If gravel is used, the gravel bag dams shall consist of burlap bags filled with clean gravel with a minimum diameter of 7/8 inches. Upon completion of the project the burlap bags may be slit to allow the gravel to disperse downstream. Where necessary, hand tools may be used to ensure stream flow and fish passage are not impeded by the gravel. (Pea gravel is not allowed because it can hurt salmonid eggs)
8. Erosion control methods shall be used to protect exposed earth on the streambanks, and/or further from the stream, to prevent silt-laden water from entering the stream. These may include, but are not limited to, with straw bales, filter fabric, temporary sediment ponds, check dams of burlap bags filled with gravel at least 7/8 inches in diameter and lined with filter fabric, and/or immediate mulching of exposed areas
9. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
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DATE OF ISSUE: November 30, 2000

LOG NUMBER: 00-B6394-01

- 10 If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.
- 11 Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream
- 12 Fresh concrete or concrete by-products shall not be allowed to enter the stream at any time during this project. All forms used for concrete shall be completely sealed to prevent the possibility of fresh concrete from getting into the stream
13. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to construct the project, or to enhance riparian vegetation. Within seven calendar days of project completion, all disturbed areas shall be protected from erosion using vegetation or other means. During the autumn or winter following the stream channel work, the banks, including riprap areas, shall be revegetated with native or other approved woody species. The minimum requirement for planting is vegetative cuttings of willow and/or red osier dogwood shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival. A planting plan designed to accomplish better ecological functions than the planting described in the preceding sentence, if approved by a qualified biologist, is permitted provided there is monitoring and mortality replacement to ensure 80 percent survival after three years.

CULVERTS

- 14 The culverts shall be installed and maintained to ensure unimpeded fish passage
15. The culverts shall be placed on a flat gradient with the bottom of the culvert placed below the level of the streambed a minimum of 20 percent of the culvert diameter for a round culvert, and 20 percent of the culvert's rise for an elliptical culvert. The 20 percent placement below the streambed shall be measured at the culvert outlet.
16. The culvert width at the streambed shall be equal to or greater than the average width of the streambed
17. The culverts shall be installed to maintain structural integrity to the 100-year peak flow with consideration of the debris likely to be encountered
- 18 Fill associated with the culvert installations shall be protected from erosion to the 100-year peak flow
- 19 The culverts shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.
- 20 The culvert facilities shall be maintained by the owner(s) per RCW 77.55.060 to ensure continued, unimpeded fish passage. If the structures become a hindrance to fish passage, the owner(s) shall be responsible for obtaining an Hydraulic Project Approval and providing prompt repair. Financial responsibility for maintenance and repairs shall be that of the owner(s)
21. The upstream culvert shall consist of a single barrel. The culvert downstream of Thomas Lake may be double barrel due to the need to construct the facility on deep peat where bridge abutments would sink, and where a large culvert



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 RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

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would create road elevation problems. The double barrel culverts shall be installed at such an elevation that both are constantly flooded with low velocity water at least one foot deep.

- 22. Approach material to the culverts shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life

CHANNEL RELOCATION

- 23. The permanent new channel shall, at a minimum, be similar in length, width, depth, floodplain configuration, and gradient, as the old channel. The new channel shall incorporate fish habitat components, streambed materials, meander configuration, and native or other approved vegetation equivalent to or greater than that which previously existed in the old channel.
- 24. During construction, the new channel shall be isolated from the flowing stream by plugs at the upstream and downstream ends of the new channel. These plugs shall be substantial enough to prevent flood flows from entering the new channel during construction.
- 25. Stream diversion shall be conducted only after inspection and approval of the new channel by the Area Habitat Biologist listed below or his/her representative.
- 26. Before water is diverted into the permanent new channel, approved fish habitat components, streambed materials and bank protection to prevent erosion shall be in place. Fish habitat components and bank protection material shall be installed to withstand the 100-year peak flows.
- 27. Diversion of water from the old channel shall be planned to be accomplished during the period July 1 through October 15. (Extension of this time limit would require a qualified fish biologist to determine that due to the substrate of the old channel there is no chance that cutthroat or coho redds could be present in that channel.)
- 28. The fish habitat log structures shall be of fir, cedar, or other approved coniferous species.
- 29. The fish habitat structures shall be placed so that they are within the low flow channel.
- 30. Where the new channel is cut through peat, no gravel is needed. Where the new channel is built on firm earth a minimum of 12 inches deep of clean, rounded, uniformly-graded gravel shall be installed, with a size composition of
 15 percent of 4.0 to 3.0 inches,
 40 percent of 3.0 to 1.5 inches,
 45 percent of 1.5 to 0.25 inches, with
 fines less than 0.25 inches not exceeding 3.0 percent total volume, shall be placed throughout the channel.
- 31. The angle of the structure used to divert the stream into the new channel shall allow a smooth transition of stream flow.
- 32. Diversion of flow into the new channel shall be accomplished by the following
 - a. First remove the downstream plug
 - b. Face the stream side of the plug with a sandbag revetment or similar approved mechanism.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

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LOG NUMBER: 00-B6394-01

- c Partially remove the upstream plug to allow 1/3 to 1/2 of the flow down the new channel for at least overnight. The old channel shall not be allowed to dewater
- d Transfer fish from the old channel to the new channel
- e Remove the rest of the upstream plug once the new channel has flow throughout its entire length
- f Close the upstream end of the old channel and securely armor the entrance to the old channel to prevent re-entry of any flow. Armor material shall consist of clean, angular rock and shall be installed to withstand the 100-year peak flow

33 Filling of the old channel shall begin from the upstream closure and the fill material shall be compacted. Water discharging from the fill shall not adversely impact fish life

SEPA: Supplemental EIS by Snohomish County final on November 9, 1995

APPLICATION ACCEPTED: November 27, 2000 ENFORCEMENT OFFICER: Lambert 041 [P3]

Douglas G. Hennick Area Habitat Biologist	(425) 379-2303	<i>Douglas G. Hennick</i>	for Director WDFW
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GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.



HYDRAULIC PROJECT APPROVAL
 RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
 Department of Fish and Wildlife
 Region 4 Office
 16018 Mill Creek Boulevard
 Mill Creek, Washington 98012

DATE OF ISSUE: November 30, 2000

LOG NUMBER: 00-E6394-01

APPEALS - GENERAL INFORMATION

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290

A person who is aggrieved or adversely affected by the following Department actions may request an informal review of

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA, or
- (B) An order imposing civil penalties

It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140

A person who is aggrieved or adversely affected by the following Department actions may request a formal review of

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA,
- (B) An order imposing civil penalties, or
- (C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be RECEIVED DURING OFFICE HOURS by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290.

A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.



Agenda Item # D
Meeting Date: July 12, 2016

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: INTER LOCAL AGREEMENT WITH THE EVERETT SCHOOL DISTRICT REGARDING SURFACE WATER UTILITY FEES.

ACTION REQUESTED: Authorization for the City Manager to execute the attached Inter Local Agreement with the Everett School District.

KEY FACTS AND INFORMATION SUMMARY:

On December 9, 2014, the City Council approved Ordinance 2014-789 modifying Chapter 8.12 of the Mill Creek Municipal Code (Surface Water Utility). The adopted modifications affected Section 8.12.070 (rate adjustments) resulting in the elimination of the exemption afforded public school districts that provided qualifying educational activities. Due to the elimination of this exemption, the Everett School District (“ESD”) began incurring storm water costs. ESD is requesting reinstatement of the exemption, or in the alternative, receiving credit for the ongoing storm water-related education programs that ESD provides as part of their STEM curriculum.

The attached Inter Local Agreement provides for ESD to give the City an annual cost estimate for ESD’s storm water-based STEM curriculum. If approved by the City, the value of the ESD educational efforts will be credited towards their annual surface water fee. There will be no refunds or future credit given by the City for overages, but any amount under the annual fee will be invoiced and paid by ESD.

CITY MANAGER RECOMMENDATION:

The City is required to fulfill certain educational services under its NPDES Phase II permit. Further, the City Council is in the process of finalizing goal statements which include the pursuit of partnerships with public and private entities. Here, the City can enter into an agreement with a public partner that helps to fulfill the City’s permit requirements and benefits the ESD as well. Accordingly, the City Manager recommends authorization to execute the attached Inter Local Agreement with the Everett School District for Storm Water Management Education and Outreach.

ATTACHMENTS:

- Interlocal Agreement with the Everett School District for Storm Water Management Education and Outreach.

Respectfully Submitted:

A handwritten signature in blue ink that reads "Rebecca C. Polizzotto".

Rebecca C. Polizzotto
City Manager

**INTERLOCAL AGREEMENT FOR STORMWATER
MANAGEMENT EDUCATION AND OUTREACH**

Between City of Mill Creek and Everett School District No. 2

1. Parties

THIS AGREEMENT is deemed effective as of January 1, 2015, and is entered into by and between the City of Mill Creek, a Washington municipal corporation (hereinafter the "City"), and Everett School District No. 2, (hereinafter the "District").

2. Recitals

2.1 Pursuant to Chapter 8.12 of the Mill Creek Municipal Code ("MCMC"), the City's Surface Water Utility charges the District for its impact on the City's surface water control facilities.

2.2 Pursuant to its National Pollutant Discharge Elimination System permit ("NPDES"), the City has an education and outreach program designed to raise awareness of the impacts of stormwater pollution and steps people can take to help prevent pollution problems resulting from stormwater runoff.

2.3 The District believes that its students could benefit from curriculum designed to raise awareness of the impacts of stormwater pollution and steps people can take to help prevent pollution problems resulting from stormwater runoff. The City believes that such curriculum would provide services that further the goals of the City's education and outreach program and satisfy educational and outreach program elements of the City's NPDES permit.

2.4 Under the auspices of the Intergovernmental Cooperation Act, Chapter 39.34 RCW, the District and the City desire to coordinate their planning so the curriculum provided by the District will help the City meet the program requirements of its NPDES permit and serve as an offset to charges assessed to the District pursuant to Chapter 8.12 MCMC.

2.5 The parties also desire to describe the method of calculating the offset to the District's surface water fees for the year 2015 and throughout the Agreement's term. The parties desire to address the District's 2015 surface water fee because (a) the District's curriculum for the 2015-2016 school year included instruction on the prevention of pollution problems from stormwater runoff, (b) the parties had not agreed on an offset to charges for the District's inclusion of this curriculum, and (c) the District has not made payment to the City for 2015 surface water fee.

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

3. Scope of Cooperative Program

3.1 Subject to the reserved right of the Board of Directors of the District to change curricula of the District from time to time, and at any time, in its sole discretion, the District shall incorporate into its student environmental education curriculum content designed to raise awareness of the impacts of stormwater pollution and steps people can take to help prevent pollution problems from stormwater runoff. The District will furnish teachers, classroom space, materials, and supplies necessary for the curriculum without charge to the City. If requested by the District, the City shall endeavor to provide guest speakers from City staff if, and as appropriate, to the curriculum.

3.2 During the summer school recess of each year during the term, the District shall present a Surface Water Management and Education Enhancement Plan ("Plan") to the City that includes a description of each project and curriculum block the District will include in the curriculum for the following school year, and a District budget for such Plan. The City will review the proposed Plan and advise the District within thirty (30) days of the City's receipt of the proposed Plan whether the City will accept the Plan in lieu of the City's regular annual rate charges (or some portion thereof) that would otherwise be due and payable pursuant to MCMC 8.12.060(A). The City's approval of a Plan is a condition precedent to an automatic renewal of this Agreement under Section 4.1 below.

3.3 The City may audit classes at any reasonable time (e.g., not during tests or other times outside observers may, in the opinion of the teacher, disrupt the classroom) upon at least one full business day's prior notice and in compliance with applicable rules for school visitors. The City may recommend such reasonable modifications as it deems appropriate to be implemented the following year to conform the curriculum to the components outlined in the Plan and the other provisions of this Agreement. The District shall be free to accept or reject the City-recommended modifications, but shall notify the City of the curriculum modifications it has implemented within thirty (30) days of its receipt of the recommendations from the City, with the understanding that failure to implement a City-recommended modification may result in termination or recalculation of the Credit for the following year (defined below).

4. Term, Renewal and Termination

4.1 If not earlier terminated pursuant to Section 4.2, the initial term of this Agreement shall terminate on December 31, 2016. Subject to the condition precedent described in Section 3.2, the Agreement will automatically renew for additional one year terms unless either party provides the other party with written notice of its intent not to renew the

Agreement in the following year, not to exceed ten (10) successive renewals. Notice of either party's intent not to renew must be given no later than November 30 of any given year, and shall be effective on the last day of the Agreement's then current term (e.g. December 31 of the current year).

4.2 In addition, either the City or the District may terminate this Agreement, with or without cause, upon five (5) days written notice to the other party. In the event this Agreement is terminated other than on December 31 of a year, the Credit shall be prorated as of the end of the then-current school term (or, for spring term, the middle of summer school recess).

5. Surface Water Fee Offset

5.1 In consideration of the District's development and implementation of the curriculum, the City will credit the District's surface water utility account in an amount equal to the District's budget in the approved Plan for that year (the "Credit"). The Credit shall not exceed the regular annual rate charges that would otherwise accrue during that year pursuant to MCMC 8.12.060(A).

5.2 The Credit for 2015 is thirty-two thousand, three hundred and eighty-five dollars (\$32,385.00), which leaves no balance surface water fee owing from the District for 2015. For each subsequent year of the term, the District shall pay the balance of the surface water fee within forty-five (45) days of the City's invoice to the District.

5.3 This Agreement does not affect or limit the District's obligation to pay applicable service charges for services provided by the City to benefit specific surface water control facilities associated with District-owned or District-operated properties.

6. Independence

6.1 The District is an independent political subdivision and the City is an independent municipality. No separate legal or administrative entity is created by this agreement. No real or personal property shall be jointly owned by the City and District to implement or administer this Agreement, nor any joint bank or other accounts established to finance any of either parties' obligations hereunder. The Mill Creek City Manager, or his/her designee, is designated as administrator of this Agreement. Nothing in this Agreement shall create the relationship of partner, employer and employee between the parties. Neither the District, nor any employee of the District, shall be entitled to any benefits accorded City employees by virtue of this Agreement, nor shall the City, nor any employee of the City, be entitled to any benefits accorded District employees by virtue of this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state

industrial insurance program, or otherwise assuming the duties of an employer with respect to the District, or any employee of the District. The District shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the City, or any employee of the City.

7. Indemnification

7.1 The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or relating to the acts, errors or omissions of the District, except to the extent such injuries and damages are caused by the negligence or other fault of the City or third parties.

7.2 The City acknowledges that the curriculum anticipated by this Agreement is not undertaken by professional engineers, are without express or implied warranty of any kind, including without limitation fitness for a particular purpose, and the City shall indemnify and hold harmless the District (and the District's directors, officers, employees, agents, servants, representatives, students and volunteers) from and against any and all claims, liens, demands, actions, harm, costs, losses, expenses, damages and liability (including, but not limited to, attorneys' fees) of any kind or character asserted or arising directly or indirectly from, on account of, or in connection with the City's reliance on or implementation of program recommendations that may come from students or others in whole or in part as a result of the curriculum, except to the extent such injuries and damages are caused by the negligence or other fault of the District or third parties.

8. General Provisions

8.1 Integrated Agreement. This negotiated Agreement is an integrated agreement and represents the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

8.2 Assignment. Neither party shall assign all or any portion of its duties or obligations under this Agreement without the prior written consent of the other party.

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

8.4 Mutual Drafting. This Agreement was extensively negotiated between the City and the District. As such, the parties agree that neither party shall be considered the author of the Agreement, and any ambiguities shall be neutrally construed.

8.5 No Third Party Beneficiaries. The City and the District enter this Agreement for their mutual benefit. There are no third party beneficiaries, either intended or in fact, and no third party may enforce the terms of this Agreement.

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

8.7 Compliance with Laws. The parties shall comply with all applicable federal, state, and local laws and regulations, and City ordinance in performing this Agreement.

8.8 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

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

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

DATED this _____ day of _____, 2016.

CITY OF MILL CREEK

EVERETT SCHOOL DISTRICT NO 2

Rebecca C. Polizzotto, City Manager

Dr. Gary D. Cohn

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Scott M. Missall, City Attorney



Agenda Item # E
Meeting Date: July 12, 2016

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: HAZARD MITIGATION PLAN – ADOPTION.

KEY FACTS AND INFORMATION SUMMARY: On March 22, 2016, the Council was provided with a short presentation on the 2015 update of the Hazard Mitigation Plan (HMP) for Snohomish County. For this HMP update, the City partnered with Snohomish County, a team of consultants from the University of Washington, and 35 other cities, tribes, districts and agencies throughout the county. The City has twice before participated in the development of a HMP, both times through the Emergency Coordinating Services Agency (ESCA), rather than through Snohomish County Department of Emergency Management. The last HMP update was adopted by Resolution 2011-459 on February 1, 2011.

The HMP is composed of Volumes 1 and 2, with Volume 1 containing much of the county-wide background information and analysis, and Volume 2 containing an “annex” of information specific to each city, tribe or district that participated. The entire HMP is many hundreds of pages long and can be viewed in its entirety on the Snohomish County website at:

<http://www.snohomishcountywa.gov/2429/Hazard-Mitigation-Plan>

At the March 22nd Study Session, several topics were mentioned that required additional research, and are addressed below:

- Although Fire District No. 7 (FD7) did not participate in the original planning effort, they have provided the County with a letter of intent to participate in developing an HMP. Fire District No. 3 (FD3) in Monroe was one of the original partners, and if the merger of FD7 and FD3 takes place as anticipated, the FD3 HMP Annex will be updated and revised to include both Districts.
- The adopting resolution has been revised, and is shown in red-line format, to not bind the City of Mill Creek to use the mitigation measures and strategies identified in the HMP. The City is certainly still free to use those measures and strategies, but there is no legal obligation to do so.
- The maps in the HMP were created using Geographic Information Systems (GIS) data available to the County, and some of them are not as complete as they could be. The County will be updating their GIS sources so future maps will be better. However, the fact that a map in the HMP may not show a particular bridge or facility does not limit the City's ability to access disaster funds if that facility is damaged in a disaster event.

City Council Agenda Summary
Page 2

- In 2015 the City of Mill Creek updated our Comprehensive Emergency Management Plan and the revised plan was approved by the Washington State Emergency Management Division of the Military Department. Although the City is still working to improve emergency management operations, the City meets all State requirements.
- The Oso disaster influenced some of the final HMP goals, with a greater emphasis on land use planning actions. This has made it more difficult for Mill Creek to score well in some specific FEMA grant programs. However, if the City Council adopts the HMP as provided in the attached resolution, the City is still eligible to compete for grant funds. Additionally, the County has stated in the interim five year period before the next major HMP update, the County HMP Planning Committee has the latitude to meet and make revisions to the document to help address our concerns.

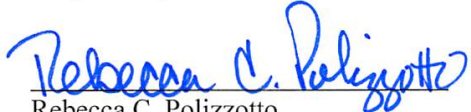
Attached to this summary is the HMP Executive Summary which outlines the partnership and annex preparation process and the annex specific to Mill Creek. At this point in time all agencies that originally participated in the HMP partnership have adopted the Plan except Mill Creek and the Stillaguamish Tribe, and four new cities are starting the review process and should move to the adoption stage later this summer.

CITY MANAGER RECOMMENDATION: Approval of the attached resolution adopting the Hazard Mitigation Plan.

ATTACHMENTS:

Resolution adopting the 2015 Snohomish County Hazard Mitigation Plan
Select sections of Snohomish County Hazard Mitigation Plan

Respectfully Submitted:


Rebecca C. Polizzotto
City Manager

RESOLUTION NO. 2016 -

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON
ADOPTING THE UPDATED AND REVISED SNOHOMISH COUNTY
HAZARD MITIGATION PLAN**

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, all of Snohomish County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the City of Mill Creek ("City") recognizes the benefits and necessity of hazard mitigation planning and cooperation; and

WHEREAS, a coalition of Snohomish County, Tribes, Cities, and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the county; and

WHEREAS, the 2010 edition of the Snohomish County Hazard Mitigation Plan has been updated, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy; and

WHEREAS, the coalition has completed a planning process that reviewed and/or revised the risk assessment, goals and objectives, action plan, and reengaged the public; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has completed pre-adoption review of the revised Snohomish County Hazard Mitigation Plan pursuant to 44 CFR Part 201, and City Council adoption must occur for the City of Mill Creek to have a FEMA approved Natural Hazards Mitigation Plan; and

WHEREAS, it has been found that the proposed Plan is consistent with the City of Mill Creek Comprehensive Plan, and other State, Federal, and local regulations.

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

A. The Mill Creek City Council hereby;

1. Adopts Volume 1 in its entirety and adopts the following portions of Volume 2: Part 1, the City of Mill Creek jurisdictional annex in Part 2; and all Volume 2 appendices of the Snohomish County Hazard Mitigation Plan (SC HMP). A copy of said documents shall be available for review and inspection at the Office of the City Clerk.
- ~~2. Will use the adopted portions of the SC HMP to guide pre and post disaster mitigation of the hazards identified.~~
- ~~3. Will coordinate the strategies identified in the SC HMP with other planning programs and mechanisms under its jurisdictional authority.~~

B. It is the purpose of the Resolution to provide for the health, welfare, and safety of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Resolution. No provision or term used in this Resolution is intended to impose any duty whatsoever upon the City or any of its officers, agents, or employees for whom the implementation of this Resolution shall be discretionary and not mandatory.

C. Nothing contained in this Resolution is intended to be, nor shall be construed to create or form the basis for, any liability on the part of the City or its officers, agents, and employees for

any inquiry or damage resulting from the failure to comply with the provisions of this Resolution or be a reason or a consequence of any inspections, notice, or order, in connection with the implementation or enforcement of the Resolution, or by reason of any action of the City related in any manner to enforcement of this Resolution by its officers, agents, or employees.

PASSED in open meeting this ____ day of _____, 2016 by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

MAYOR PAM PRUITT

ATTEST/AUTHENTICATED:

CITY CLERK KELLY M. CHELIN

APPROVED AS TO FORM:

SCOTT MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

EFFECTIVE DATE: _____

RESOLUTION NO. _____

Reference: Snohomish County Hazard Mitigation Plan Update (2015)

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EXECUTIVE SUMMARY

WHAT IS NEW WITHIN THIS UPDATE

This Update builds on the scope and actions of the 2010 plan. During a period of severely limited budgets in the aftermath of the Great Recession, the planning partnership was able to complete or initiate actions on 42 percent of the initiatives identified in the 2010 plan. Many of the mitigation strategies included within this Update are similar and support the overall direction offered by the 2010 plan.

Those hazards of most concern remained Earthquakes, Flooding, Landslides and Severe Weather.

The county grew in population, and with growth, those exposed to natural hazards increased; however, there is little evidence that vulnerability or those at risk, actually increased. New homes were built to higher earthquake and flood risk reduction standards and the Snohomish County planning policy, following guidance offered by the State Growth Management Act, steered development to safer areas.

However, this Update does contain changes, yet they seem to affect more an increased awareness than actual changes in risk.

In March of 2014 a landslide along Highway 530, between Arlington and Darrington, killed 43 residents, thereby raising awareness of the dynamic nature of county landscapes. Landslide risks were recognized within the 2010 Plan, but this disaster brought an increased awareness of this risk.

Climate change was considered a risk in the 2010 Hazards Mitigation Plan, however better climate science was available in support of this Update, as was an understanding of the expected impacts from climate change. Accordingly, this plan could address climate change adaptation in much greater detail.

Because best available tsunami modeling science was not able to be incorporated into this Update, tsunami hazard information is presented as a secondary hazard to the Earthquake Hazard section. The County is building the tsunami modeling capacity so that updated and improved information can be presented in the 2020 Update.

The 2010 Update recognized the importance of natural and beneficial environmental values. This Update incorporated recent research documenting the benefits of such natural values through the use of economic models to assess "values." This Update acknowledges, and builds on, the importance of county ecosystem services.

Mitigation strategies offered here are similar to those included within the 2010 plan. Older homes and facilities, especially un-reinforced masonry structures, should be retrofitted when possible. Structures in floodplains, along with those in other high-risk areas, should be retrofitted where possible. Where life safety cannot be reasonably assured, removing such structures, including repetitive loss structures, should be a priority.

This Update, however, strengthens and offers context to many of these strategies by introducing the concept of resilience as a risk reduction goal. Resilience, defined as the ability for a community to self-organize following a disturbance, expands our understanding of risk reduction, disaster recovery, and the role played by mitigation.

Mitigation remains a process where vulnerabilities are relocated, risks accommodated, or property protected—thereby reducing the need to prepare, respond or recover from a disaster. However, an underlying mitigation assumption has been that the more structures are mitigated, the safer a community. The goal was to mitigate all that was vulnerable. The concern by FEMA and others is that this is an impossible goal because all vulnerabilities cannot be mitigated. Some mitigation efforts are just not cost effective, considering the risk. With resilience, mitigation still plays a major role, but thinking in terms of resilience recognizes the importance of social capital (networks) and the ecosystem services provided by functioning natural capital. The concept of resilience recognizes that extreme events may target critical systems that have a very low frequency of interruption, where mitigation was determined not to be cost effective. There is always an element of randomness to any disaster. A resilient community would have the ability to exploit other capital during their response and recovery efforts. This Update recognizes the importance of resilience, social networks and the ecosystem services provide by the County's natural capital.

WHY PREPARE THIS PLAN?

Prior to 2000, federal disaster funding in the U.S. focused on relief and recovery, with limited funding for hazard mitigation planning. In 2000, the federal Disaster Mitigation Act required state and local governments to develop hazard mitigation plans as a condition for receiving disaster-related federal grant assistance (Public Law 106-390, approved by Congress on October 10, 2000). Commonly known as the DMA or the 2000 Stafford Act amendments, the act emphasizes the importance of community hazard mitigation planning before disasters occur.

PURPOSES FOR PLANNING

DMA compliance is only one of multiple objectives driving this planning effort. Snohomish County and its planning partners have a long-standing tradition of proactive, progressive planning and program implementation, which is enhanced by the development of this plan. Elements and strategies in this plan were selected because they meet a program requirement and because they best meet the needs of the planning partnership and its citizens.

This hazard mitigation plan identifies resources, information, and strategies for reducing risk from natural hazards. It will help guide and coordinate mitigation activities throughout Snohomish County. The plan was developed to meet the following objectives:

- Meet or exceed program requirements specified under the DMA.
- Enable all planning partners to continue using federal grant funding to reduce risk through mitigation.
- Meet the needs of each planning partner as well as state and federal requirements.
- Perform a risk assessment for all Snohomish County hazards of concern.
- Create a single planning document to integrate all planning partners into a framework that supports partnerships in the County and puts all partners on the same cycle for future updates.
- Meet the planning requirements of FEMA's Community Rating System (CRS), allowing partners that participate in the CRS program to maintain or enhance their CRS classifications.

...BACKGROUND INFORMATION

- Coordinate existing plans and programs so that high-priority initiatives and projects to mitigate possible disaster impacts are funded and implemented.

WHY UPDATE?

44CFR stipulates that hazard mitigation plans must describe the method and schedule for monitoring, evaluating, and updating the plan. Prescribing an update schedule establishes an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. DMA compliance is contingent on meeting the plan update requirement. A jurisdiction covered by a plan that has expired is not able to pursue elements of federal funding under the Robert T. Stafford Act, which requires a current hazard mitigation plan for eligibility.

WHO WILL BENEFIT FROM THIS PLAN?

The citizens and businesses of the entire Snohomish County planning area are the ultimate beneficiaries of this hazard mitigation plan. The plan strives to reduce risk for those who live in, work in, and visit Snohomish County. It provides a viable planning framework for all foreseeable natural hazards that may impact the county. Participation in development of the plan by key stakeholders in the county will help ensure mutually beneficial outcomes. The resources and background information in the plan are applicable countywide, and the plan's goals and recommendations can lay groundwork for the development and implementation of local mitigation activities and partnerships.

HOW TO USE THIS PLAN

FEMA encourages multi-jurisdictional planning under its guidance for the DMA, and 44CFR establishes criteria for multi-jurisdictional plans (Section 206.1). One of the benefits of multi-jurisdictional planning is the ability to pool resources and eliminate redundant activities within a planning area that have uniform risk exposure and vulnerabilities. Volume 1 includes all the required elements of 44CFR Section 201.6 that apply to the entire planning area. This includes the description of the planning process, public involvement strategy, goals and objectives, countywide hazard risk assessment, and a plan maintenance strategy. Maps cited in each chapter are provided at the end of the chapter. The following appendices are provided at the end of Volume 1.

Volume 2 includes all jurisdiction and tribal-specific elements required by 44CFR Section 201.6. The planning partnership includes cities, tribal nations, the County, and special purpose districts participating in this process and adopting this plan. Jurisdiction-specific elements are included in annexes for each planning partner. Volume 2 also includes a description of the participation requirements for planning partners established by the Planning Committee, as well as instructions and templates that the partners used to complete their annexes. It also includes "linkage" procedures for eligible, non-participating jurisdictions that wish to adopt the Snohomish County Hazard Mitigation Plan in the future.

All planning partners will adopt Volume 1 in its entirety, the overview chapter of Volume 2 (Chapter 1), and their own jurisdictional annex.

CONFIRMATION OF THE PLANNING PARTNERSHIP

The 2015 Update was prepared by a partnership of 33 jurisdictions in Snohomish County (14 municipal governments, 2 tribal governments, 16 special purpose districts and the County). Since the performance period of the 2010 updated plan, mergers and consolidations impacted some of the partners. Jurisdictions that had participated in the Emergency Services Coordination Area (ESCA) planning effort for the 2010 update chose instead to join the partnership for this plan. Additionally, some planning partners struggled with the progress reporting process due to changes in personnel, or a lack of understanding of planning partner participation requirements.

TABLE ES-1. SNOHOMISH COUNTY PARTNERS	
CITY/TRIBAL/COUNTY PLANNING PARTNERS	SPECIAL DISTRICT PLANNING PARTNERS
Arlington	Alderwood Water and Wastewater District
Darrington	Cross Valley Water District
Gold Bar	French Slough Flood Control District
Granite Falls	Highland Water District
Index	Marshland Flood Control District
Lake Stevens	Mukilteo Water and Wastewater District
Lynnwood	Silver Lake Water and Sewer District
Marysville	Snohomish County Dike District #2
Mill Creek	Snohomish County Fire District #1
Monroe	Snohomish County Fire District #3
Mountlake Terrace	Snohomish County Fire District #5
Snohomish	Snohomish County Fire District #12
Stanwood	Snohomish County Fire District #24
Stillaguamish Tribe of Indians	Snohomish Health District
Sultan	Snohomish Public Utility District
Tulalip Tribes	Sultan School District
Snohomish County	

PUBLIC INVOLVEMENT

Broad public participation in the planning process helps ensure that a diverse range of points of view about the planning area’s needs will be considered and addressed. 44CFR requires that the public have opportunities to comment on disaster mitigation plans during the drafting stages and prior to plan approval (Section 201.6.b.1). The Community Rating System expands on these requirements by making CRS credits available for optional public involvement activities.

MITIGATION STRATEGIES

...BACKGROUND INFORMATION

The Planning Committee drafted a comprehensive public involvement strategy using multiple media sources available to the County. The strategy for involving the public in this plan update emphasized the following elements:

- Include broad stakeholder representation on the Planning Committee.
- Use a questionnaire to determine the public's perception of risk and support of hazard mitigation.
- Attempt to reach as many planning area residents as possible by using multiple media.
- Identify and involve planning area stakeholders.

The following are the mitigation goals for the 2015 Update:

- Goal 1—Reduce natural hazard-related injury and loss of life.
- Goal 2—Reduce property damage.
- Goal 3—Promote a sustainable economy.
- Goal 4—Maintain, enhance, and restore the natural environment's capacity to absorb and reduce the impacts of natural hazard events.
- Goal 5—Increase public awareness and ability to respond to disasters.

TABLE ES.2.		
Objectives for Natural Hazard Mitigation Plan Update		
Objective Number	Objective Statement	Goals for which it can be applied
O-1	Discourage growth within high risk areas , where risks cannot be reduced to a tolerable level and within flood high risk areas where land uses are not water dependent, and encourage in designated low risk areas.	1, 2, 3, 4
O-2	Relocate uses where safety to life or vital ecosystem services cannot be assured.	1, 2, 3, 4
O-3	Support risk reduction mitigation measures on lands where life safety and ecosystem services can be assured to a tolerable level..	1, 2, 3, 4, 5
O-4	Strengthen tools such as the transfer and purchase of development rights (TDRs and PDRs) to remove threatened uses from hazardous areas or uses that degrade natural and beneficial functions.	1, 2, 3, 4
O-5	Support actions that mitigate the causes of climate change and adapt to expected impacts.	1, 2, 3, 4
O-6	Provide incentives that support the mitigation of impacts to critical manufacturing and manufacturing support facilities and operations.	1, 2, 3, 4
O-7	Reduce the adverse impacts of disasters on isolated communities.	1, 2, 3, 4, 5
O-8	Reduce the adverse impacts and exploit the beneficial functions of natural hazards to resource lands.	2, 3, 4
O-9	Increase the resilience of critical infrastructures to hazards (examples: roads, non-redundant facilities, pipelines, water and sewage treatment facilities, healthcare facilities, schools and emergency support facilities).	1, 2, 3

HOW WILL THIS PLAN BE IMPLEMENTED?

The effectiveness of the hazard mitigation plan depends on the implementation of the plan and incorporation of the outlined action items into existing partnership plans, policies, and programs. The updated plan includes a range of action items that, if implemented, would reduce losses from hazard events in the Snohomish County planning area. Together, the action items in the plan update provide the framework for activities that the partnership can choose to complete over the next 5 years. The planning team and Planning Committee have established goals and objectives, and have prioritized identified mitigation actions that will be implemented through existing plans, policies, and programs.

INCORPORATING INTO EXISTING PLANNING MECHANISMS

The information on hazard, risk, vulnerability, and mitigation contained in this plan update is based on the best science and technology currently available. This information can be invaluable in making decisions required through other planning efforts, such as critical areas planning, growth management planning, and capital facilities planning. All partners will use information from this updated plan as the best available science and data on natural hazards impacting Snohomish County. Information in the updated plan can be used as a tool in other programs, such as the following:

...BACKGROUND INFORMATION

- Land use planning
- Critical areas regulation
- Growth management
- Capital improvements
- Water Resource Inventory Area planning
- Basin planning.

As information becomes available from other planning mechanisms that can enhance this plan, that information will be incorporated via the update process.

RISK ASSESSMENT

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. It allows emergency management personnel to establish early response priorities by identifying potential hazards and vulnerable assets. The process focuses on the following elements:

- Hazard identification—Use all available information to determine what types of disasters may affect a jurisdiction, how often they can occur, and their potential severity.
- Vulnerability identification—Determine the impact of natural hazard events on the people, property, environment, economy, and lands of the region.
- Cost evaluation—Estimate the cost of potential damage or cost that can be avoided by mitigation.

The risk assessment for this hazard mitigation plan evaluates the risk of natural hazards prevalent in Snohomish County and meets requirements of the DMA (44CFR, Section 201.6(c)(2)).

Based on the review, the 2015 Update addresses the following hazards of concern:

TABLE ES.3 HAZARDS OF CONCERN	
Climate Change	Landslide and other mass movements
Avalanche	Severe weather
Dam /levee failure	Volcano
Earthquake	Wildland fire
Flooding	Tsunami/Seiche

COUNTY WIDE STRATEGIES	
Hazard Mitigation Action Plan Matrix	
Item	Description
CW-1	Retrofit critical facilities that cannot be moved to low risk areas.
CW-2	Enhance and improve capital improvement programs, taxing, zoning and development approaches to promote mitigation and reduce exposure/vulnerability to natural hazards.
CW-3	Create and enhance public information programs that will result in actionable preparedness and mitigation measures.
CW-4	Promote community's ability to self-organize by developing social capital through strengthening of community networks. Strong neighborhoods can help promote risk reduction.
CW-5	Research the possibility of developing functional neighborhood based micro infrastructure networks (micro grids) including the diversification, decentralization and redundancy of utilities. Such systems have increased operational resilience, decreased carbon emissions and decreased life cycle costs.
CW-6	Preserve and strengthen communications systems.
CW-7	Support HMP and integrate HMP with other planning mechanisms such as the Growth Management Act.
CW-8	Develop Departmental continuity of operations plans and neighborhood-based continuity plans (small businesses and neighborhoods).
CW-9	Provide incentives for eligible non-profits and private entities, including homeowners, to adapt to risks through structural and nonstructural retrofitting.
CW-10	Assure that services provided by critical facilities, including medical and emergency services, are available to at risk communities with special emphasis on communities at risk of isolation.
CW-11	Map avalanche hazard areas and determine risk to residential, business, and public buildings and transportation routes.
CW-12	Increase public awareness of the avalanche hazard and promote instructional (actionable) guidance.
CW-13	Demonstrate leadership in greenhouse gas emissions reductions through leading by example and working with stakeholders.
CW-14	When updating the Comprehensive Plan and other plans, evaluate decisions through a climate change impact lens. (Many plans are based on historic information. This is particularly evident with flood projections. This practice can lead to inaccurate projections and plans that do not address future needs.)
CW-15	Adopt and implement land use and transportation policies, termed "Centers" in the General Policy Plan that reduce greenhouse gas emissions.
CW-16	Plan and prepare for climate impacts using best available science.
CW-17	Improve hazard mitigation planning for dam and levee failure.
CW-18	Improve dam and levee failure warning for vulnerable communities.
CW-19	Consider flood control structure maintenance that restores and maintains hydrologic ecosystems services of flood plains where feasible.
CW-20	Maintain levees where accommodation though elevation and other flood risk reduction measures is not possible.
CW-21	Support improved data collection and distribution for Glacier Peak seismic activity.
CW-22	Update and improve County flood hazard risk assessment data and methodology.
CW-23	Improve community ability to respond to a flood event.
CW-24	Promote strategies that accommodate flooding with minimal consequences within flood prone areas where risks are not life threatening.
CW-25	Enable communities to recover development value of properties as they become more frequently flooded resulting from reduced upstream storage (e.g. increased development, reduced snow pack caused by climate change).
CW-26	Preserve and restore floodplain and watershed ecosystem functions and services. Functioning ecosystems provide flood risk reducing co-benefits. Such benefits can include storing water, reducing damaging flows, containing debris, recharging aquifers and removing pollutants.
CW-27	Utilize innovative methods to reduce increasing peak flood flows.
CW-28	Develop coordinated flood control district that has the ability to tax for flood control improvements.
CW-29	Isolate wastewater infrastructure from storm and flood waters.
CW-30	Develop an acquisition program for homes or other uses located within high risk hazard areas (e.g. flooding, landslide, lahar, etc.)
CW-31	Enable communities to recover development value of properties in prioritized hazard areas (e.g. landslide and tsunami).
CW-32	Reduce risk to utility networks.
CW-33	Promote water conservation to minimize impacts of drought. Climate change projections warn of increasing summer drought risks.
CW-34	Improve communities' abilities to respond to a severe weather event.
CW-35	Revise existing plans to address updated assessments of tsunami risks from the Seattle and South Whidbey Island faults.
CW-36	Evaluate increased landslide potential from a tsunami and need for increased setback in high risk areas.
CW-37	Create evacuation routes for communities at risk of a lahar.
CW-38	Promote Firewise Program in communities and encourage Firewise risk reduction methods for parcels adjacent to forest resource lands. Firewise encourages and empowers neighbors to work together in reducing their wildfire risk.

13 CITY OF MILL CREEK ANNEX

13.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Tom Gathmann, Public Works Director
15728 Main Street
Mill Creek, WA 98012
Telephone: 425-921-5722
e-mail Address: tomg@cityofmillcreek.com

Alternate Point of Contact

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15728 Main Street
Mill Creek, WA 98012
Telephone: 921-5738
e-mail Address: christi@cityofmillcreek.com

13.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—1983
- **Current Population**—18,780 as of April 1, 2014, per the Washington State Office of Financial Management (OFM).
- **Population Growth**—Population growth in the past decade has been largely due to several annexations of existing residential areas. The US Census population figures for Mill Creek are 11,525 in 2000 and 18,244 in 2010. The 2014 OFM population is 18,780 and the Snohomish County 2035 target population is 20,196, an increase of 0.8% over the current population. Unless significant annexations occur, the population growth in the foreseeable future is very low.
- **Location and Description**—The City of Mill Creek is located approximately 22 miles north of Seattle, east of Interstate 5. The nearest seaport is the Port of Everett, which is located approximately 13 miles to the northwest. The City limits are generally bound by 132nd Street SE to the north, Seattle Hill Road and 35th Avenue SE to the east, 168th Street SE and 175th Place SE to the south, and 3rd Avenue SE and 7th Avenue SE to the west. The City of Mill Creek is located east of Interstate-5 (I-5) and north of Interstate-405 (I-405) and encompasses 4.68 square miles. Mill Creek is situated between the communities of Bothell to the south, Lynnwood to the west and Everett to the north.
- **Brief History**—The Mill Creek area was settled as the lumber industries drew settlers to the territory in the 1850s to early 1900s. The relevant history of Mill Creek began with the purchase of 300 acres by Dr. Garhart in the 1930s, which would later become the major portion of the City of Mill Creek. The Garhart property was surrounded by several families on smaller tracts of 20-60 acres. In 1965 Northwestern Properties purchased the Garhart property for the intention of developing a planned community. This land passed through several developers until in 1973 Tokyu Land Development Limited acquired the land and successfully rezoned the land through Snohomish County to include a

Master Development Plan in 1975. Over the next eight years, all nine sector plans were planned and approved. The final sector plan anticipated a city wide total of over 4,600 dwelling units with a population of 12-14,000 when complete. The City of Mill Creek incorporated in 1983 with 1.81 square miles. Since that time the City has expanded its municipal area 250% to 4.68 square miles through seventeen annexations and has a 2014 population of 18,780.

- **Climate**— Mill Creek’s weather is typical of the Pacific Northwest with mild summers and cool and wet winters. The City averages 49 inches of rain and 8 inches of snow per year. The average number of days with measurable precipitation is 184, and 160 days have some sunshine. The July high is typically around 77°F and the January low averages 33°F. The comfort index, which is based on humidity during the hot months, is a 72 out of 100, where higher is more comfortable. The US average on the comfort index is 44.
- **Governing Body Format**—The City of Mill Creek operates within the council–manager form of government and through these legislative actions the council establishes priorities for the City Manager and staff. The council consists of seven council members elected at large to four-year terms. Every two years, the City Council elects a mayor and mayor pro tem from its members. The mayor serves as the chair of the council.
- **Development Trends**—Over 90% of the land area within the existing city limits of Mill Creek is either developed or unavailable for development due to natural resource preservation requirements. The development that is now occurring is primarily residential, with the majority of that being high density multifamily. There is limited potential for redevelopment of some of the older (30+ years) existing commercial areas.

13.3 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 13-1 lists all past occurrences of natural hazards within the jurisdiction. Repetitive loss records are as follows:

- Number of FEMA Identified Repetitive Flood Loss Properties: The City has no Repetitive Flood Loss Properties.
- Number of Repetitive Flood Loss Properties that have been mitigated: Not applicable.

13.4 HAZARD RISK RANKING

Table 13-2 presents the ranking of the hazards of concern.

13.5 CAPABILITY ASSESSMENT

The assessment of the jurisdiction’s legal and regulatory capabilities is presented in Table 13-3. The assessment of the jurisdiction’s administrative and technical capabilities is presented in Table 13-4. The assessment of the jurisdiction’s fiscal capabilities is presented in Table 13-5. Classifications under various community mitigation programs are presented in Table 13-6.

13.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES

Table 13-7 lists the initiatives that make up the jurisdiction's hazard mitigation plan. Table 13-8 identifies the priority for each initiative. Table 13-9 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

13.7 STATUS OF PREVIOUS PLAN INITIATIVES

Table 13-10 summarizes the initiatives that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

13.8 FUTURE NEEDS TO BETTER UNDERSTAND RISK/VULNERABILITY

N/A

13.9 INTERNAL PLANNING PROCESS

The internal planning process is described in Appendix E of this document.

13.10 ADDITIONAL COMMENTS

In the opinion of the City of Mill Creek staff members that worked on the 2015 NHMP update, there is a serious disconnect between the stated NHMP "Plan Goals" and the "Plan Objectives." Although all of the proposed Mill Creek initiatives very clearly met one or more of the Plan Goals (most met two or three), it was difficult to match the initiatives to the Plan Objectives, and none of the initiatives met more than one. That indicates there is a serious dissonance between the Goals and Objectives. The Objectives were very focused on land use regulations or actions. Although that focus can be very effective in hazard mitigation, the range of objectives was not balanced when considering all the communities within the County. A good example is Plan Goal #5: "increase public awareness and ability to respond to disasters." It is a stretch to find even one Plan Objective that clearly aligns with the Plan Goal. Future updates of the Snohomish County NHMP need to have better integration of the goals and objectives.

**TABLE 13-1.
NATURAL HAZARD EVENTS**

Type of Event	FEMA Disaster # (if applicable)	Date	FEMA Reimbursement
Severe Wind Storm	DR-981	Jan. 20, 1993	\$19,693
Severe Wind Storm	DR-1682	Dec.12, 2006	\$22,974
Severe Snow Storm	DR-1825	Dec., 2008	\$24,312

**TABLE 8-2.
HAZARD RISK RANKING**

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Description of Risk (Describe the community impacts)
1	Earthquake	39	The majority of the community was built prior to current seismic building standards. A severe earthquake could dislodge a high percentage of both the commercial and residential structures from their foundations and result in severe damage.
2	Severe Weather	24	Severe storms, especially high wind events, routinely topple large trees in the city. A typical year has 2 or 3 events of varying severity, most requiring some type of emergency public works crew response.
3	Flood	15	The core business area in Mill Creek is adjacent to North Creek. A large debris blockage at the 164th St SE bridge over North Creek would result in flooding and damage to many structures in this business area. Several major roads in Mill Creek are subject to flooding and closure during heavy rainfall events.
4	Climate Change	10	The forecast climate change impacts to this region are more severe storms and drying. The first exacerbates our most common disaster – wind storms – and the second increases the risk of urban interface wildfires in our large, heavily treed open space areas surrounded by residential structures.
5	Volcano	8	The city is located within 100 miles of the potential ash plume of several volcanos.
6	Landslide/Mass Movement	6	Several residential subdivisions within Mill Creek are built on or adjacent to steep slopes that have the potential for landslides. This would especially be true in the wet season after a long period of rain and even a minor earthquake.
7	Urban Wildland Fire	5	A 2010 survey of roofing materials in the city by the fire district documented that 50% of all homes have wood shake/shingle roofs. Mill Creek fits the definition of an occluded community very well with several large areas of mature, dense forest canopy. With the high percentage of wood roofs combined and changing climate (drier trending here), firebrands could be a mechanism for widespread residential fires. At the encouragement of the fire district, many Home Owner Associations have recently changed requirements to allow less combustible roofs.
N/A	Avalanche	0	
N/A	Tsunami/Seiche	0	
N/A	Dam Failure	0	

TABLE 13-3. LEGAL AND REGULATORY CAPABILITY					
	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Yes	No	Yes	Yes	Ordinance No. 2013-760
Zonings	Yes	No	No	Yes	Ordinance No. 2014-515
Subdivisions	Yes	No	No	Yes	Ordinance No. 2009-702
Stormwater Management	Yes	No	Yes	Yes	Ordinance No. 2009-702
Post Disaster Recovery	Yes	No	No	Yes	Ordinance No. 2009-702 & 2011-459
Real Estate Disclosure	No	Yes	No	No	N/A
Growth Management	Yes	No	No	Yes	Ordinance No. 2013-758
Site Plan Review	Yes	No	No	Yes	Ordinance No. 2014-778
Special Purpose (flood management, critical areas)	Yes	No	Yes	Yes	Ordinance No. 2004-603 & 2006-633
Planning Documents					
General or Comprehensive Plan	Yes	No	No	Yes	Ordinance No. 2013-758
Floodplain or Basin Plan	Yes	No	No	Yes	Ordinance No. 2004-603 & 2006-633
Stormwater Plan	Yes	No	Yes	Yes	Ordinance No. 2013-765
Capital Improvement Plan	Yes	No	No	Yes	Ordinance No. 2014-513
Habitat Conservation Plan	Yes	Yes	Yes	Yes	Ordinance No. 2004-603
Economic Development Plan	No	No	No	No	None adopted
Emergency Response Plan	Yes	No	Yes	Yes	None adopted
Shoreline Management Plan	Yes	No	No	Yes	Ordinance No. 2013-758 (Note: City has no shorelines of the State)
Post Disaster Recovery Plan	No	No	No	Yes	Resolution No. 2009-435 & 2011-459
Other					

**TABLE 13-4.
ADMINISTRATIVE AND TECHNICAL CAPABILITY**

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Department of Community Development (DCD) & Public Works (PW)/Community Development Director, Senior Planners, City Engineer, Public Works Director
Engineers or professionals trained in building or infrastructure construction practices	Yes	DCD, PW/City Engineer, PW Director, Building Official, Building Inspectors
Planners or engineers with an understanding of natural hazards	Yes	DCD, PW/Directors of DCD and PW, Senior Planners, City Engineer
Staff with training in benefit/cost analysis	No	
Floodplain manager	No	
Surveyors	No	
Personnel skilled or trained in GIS applications	Yes	DCD, Public Works/Senior Planner, Engineering Technician
Scientist familiar with natural hazards in local area	No	
Emergency manager	No	
Grant writers	No	

TABLE 13-5. FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	No
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	No
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	No
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No

**TABLE 13-6.
COMMUNITY CLASSIFICATIONS**

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	Yes	2	2011
Public Protection	No	N/A	N/A
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A
Tsunami Ready	No	N/A	N/A

<p align="center">TABLE 13-7. HAZARD MITIGATION ACTION PLAN MATRIX</p>							
Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Department & Position	Estimated Cost	Sources of Funding	Timeline	Included in Previous Plan?
Initiative MC-01: Perform a structural seismic retrofit of the City's Annex Building.							
Existing	Earthquake	#9 and Plan Goals #1 & #2	Facilities, Parks & Rec. Director	\$150,000	City, grant(s)	Short term	Yes
Initiative MC-02: Perform a structural seismic retrofit of the City's public works maintenance buildings planned for purchase in Q2 2015.							
New	Earthquake	#9 and Plan Goals #1 & #2	Facilities, Parks & Rec. Director	\$50,000	City, grant(s)	Short term	Yes
Initiative MC-03: Perform a structural seismic retrofit of the Mill Creek Library building.							
Existing	Earthquake	#9 and Plan Goals #1 & #2	Facilities, Parks & Rec. Director	\$100,000	City, grant(s)	Short term	Yes
Initiative MC-04: Actively promote and engage in public education and outreach to city residents and businesses on topics of natural hazards, mitigation measures and preparedness.							
Both	All hazards	#5 and Plan Goal #5	Public Safety Dept.	\$50,000	City	Short term	Yes
Initiative MC-05: Develop and implement policy for maintaining critical city vehicles and equipment during and after an ash fall event.							
Existing	Volcano	#9 and Plan Goal #2	Facilities, Parks & Rec. Director	\$10,000	City	Short term	Yes
Initiative MC-06: Add emergency back-up generators to designated emergency housing facilities.							
Existing	All hazards except Climate Change	#9	Facilities, Parks & Rec. Director	\$100,000	City	Short term	No

**TABLE 13-8.
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Priority ^a
1	1	High	Medium	Yes	Yes	Yes	Medium
2	1	High	Low	Yes	Yes	Yes	Medium
3	1	High	High	Yes	Yes	No	Medium
4	1	Medium	Medium	Yes	No	No	Medium
5	1	High	Low	Yes	No	Yes	Medium
6	1	High	High	Yes	No	No	Medium

a. Explanation of priorities

- High Priority: Project meets multiple plan objectives, benefits exceed cost, funding is secured under existing programs, or is grant eligible, and project can be completed in 1 to 5 years (i.e., short-term project) once funded.
- Medium Priority: Project meets at least 1 plan objective, benefits exceed costs, requires special funding authorization under existing programs, grant eligibility is questionable, and project can be completed in 1 to 5 years once funded.
- Low Priority: Project will mitigate the risk of a hazard, benefits exceed costs, funding has not been secured, project is not grant eligible, and timeline for completion is long term (5 to 10 years).

**TABLE 13-9.
ANALYSIS OF MITIGATION INITIATIVES**

Hazard Type	Initiative Addressing Hazard, by Mitigation Type					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Earthquake		1, 2, 3, 5	4		1, 2, 6	
Severe Storm			4		6	
Flooding			4		6	
Climate Change			4			
Volcano		5	4		6	
Landslide			4		6	
Wildland Fire			4		6	

Notes:

1. Prevention: Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
2. Property Protection: Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
3. Public Education and Awareness: Actions to inform citizens and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
4. Natural Resource Protection: Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
5. Emergency Services: Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
6. Structural Projects: Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.

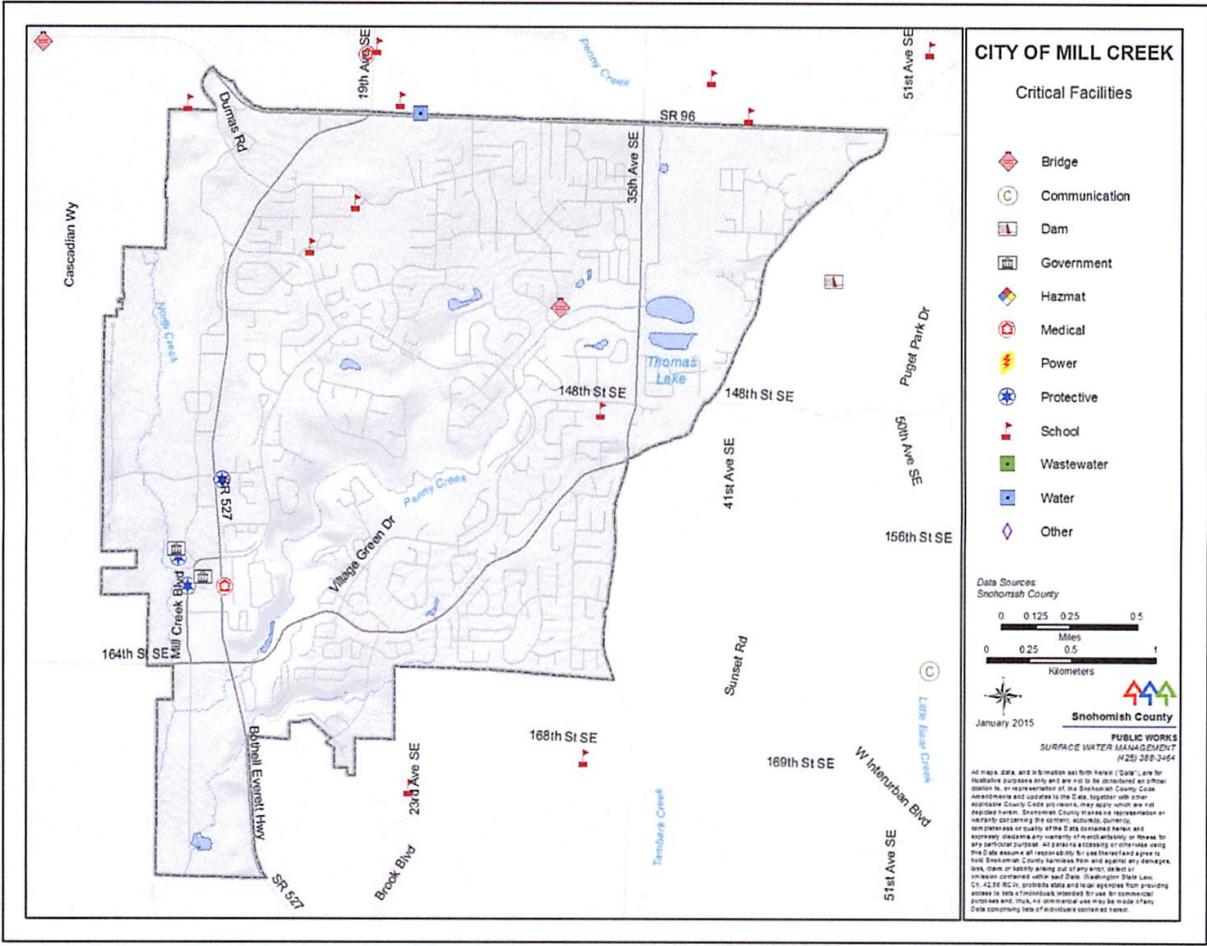
TABLE 13-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
MC-01-MH-ST: Identify City equipment necessary for safety and operations.	X			All elements within this action item have been completed except for a front glass wall at the main City Hall reception counter.
MC-02-MH-ST: Continue and enhance hazard education programs.		X		Public education regarding hazard preparedness is never complete so this ongoing action item is included in Table 13-7 as initiative MC-04.
MC-03-D-ST: Work with Alderwood Water and Wastewater and Silver Lake Water and Sewer Districts to educate consumers about drought impacts and ways to minimize water waste.	X			The City water and sewer service is provided by two private water and sewer districts. They actively promote water conservation and will continue to do so. In addition, it is the primary responsibility of the districts to carry out this action.
MC-04-E-ST: Conduct non-structural retrofit activities in City facilities.	X			All practicable elements of this 2010 NHMP item have been completed.
MC-05-E-ST: Encourage reduction of nonstructural and structural earthquake hazards in homes, schools, businesses, and government offices.	X	X		Activities were undertaken since the 2010 NHMP, but this is ongoing public education and is included in Table 13-7 as initiative MC-04.
MC-06-E-ST: Identify public buildings and infrastructure that require structural retrofiting.		X		In Table 13-7 as initiatives MC-01, MC-02, MC-03.
MC-07-E-ST: Identify funding sources for structural and nonstructural retrofiting of structures that are identified as seismically vulnerable.		X		In Table 13-7 as initiatives MC-01, MC-02, MC-03.

TABLE 13-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
MC-08-E-LT: Integrate new earthquake hazard mapping data for the City of Mill Creek and improve technical analysis of earthquake hazards.			X	Adopted building code already defines seismic zones for design purposes. Technical analysis beyond that more appropriate for a regional, state or federal agency.
MC-09-F-ST: Identify surface water drainage obstructions within the City of Mill Creek	X			Surface water structures that could lead to flooding have been identified.
MC-10-F-LT: Enhance data and mapping for floodplain information within the city, and identify and map flood-prone areas outside of designated floodplains.	X			Public works policy addresses flood prone areas outside of designated floodplains.
MC-11-F-LT: Develop acquisition and management strategies to preserve open space for flood mitigation, fish habitat, and water quality in the floodplain.	X			Completed North Creek stream-bank restoration projects. Existing regulations preserve critical areas.
MC-12-L-ST: Improve knowledge of landslide hazard areas and understanding of vulnerability and risk to live and property in hazard-prone areas.	X	X		Adopted critical-area regulations require geotechnical analysis. Technical knowledge beyond what is currently best practice will be incorporated into regulations when available and accepted by appropriate federal/state agencies or national organizations.

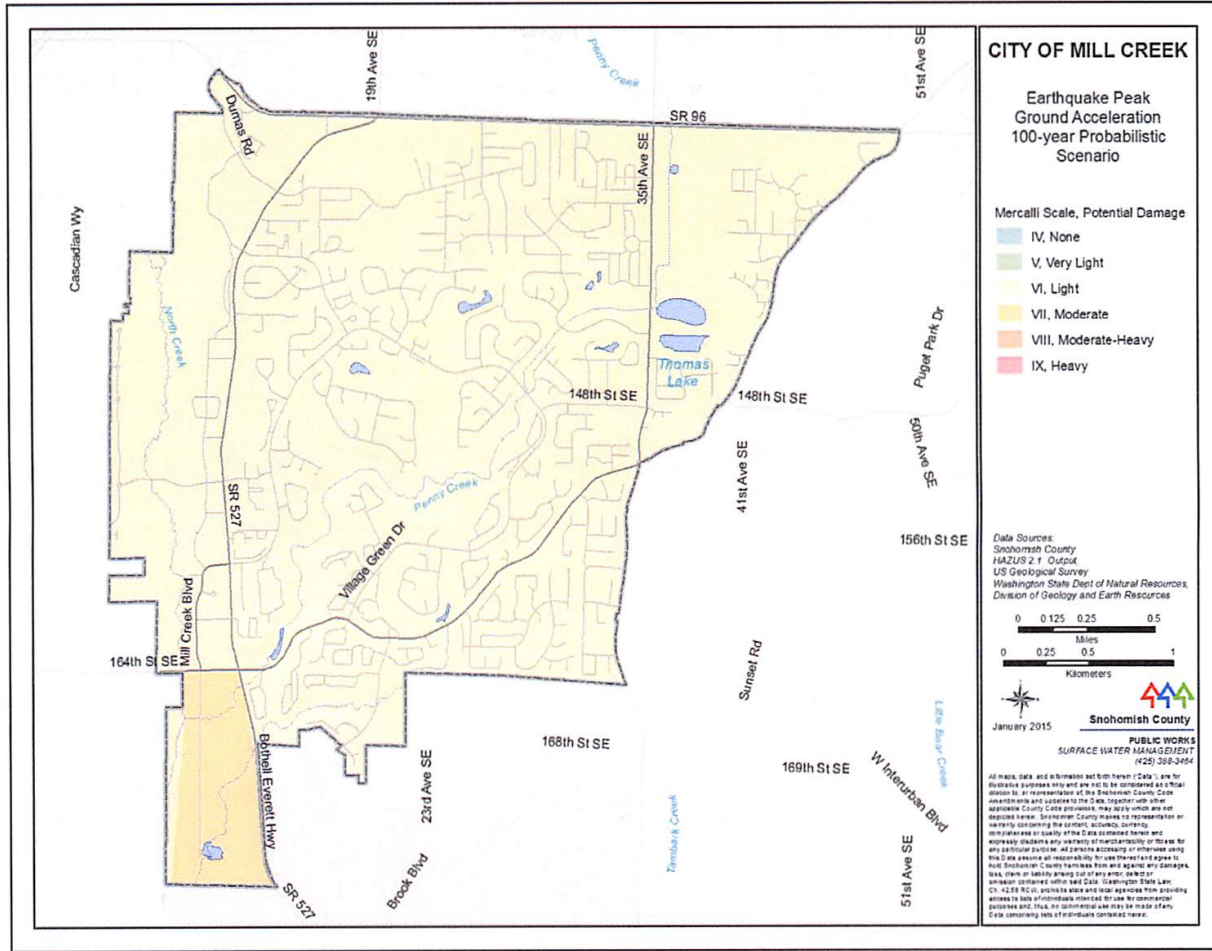
TABLE 13-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
MC-13-L-ST: Encourage construction and subdivision design that can be applied to steep slopes to reduce the potential adverse impacts from development.	X	X		Adopted critical-area regulations require geotechnical analysis. Technical knowledge beyond what is currently best practice will be incorporated into regulations when available and accepted by appropriate federal/state agencies or national organizations.
MC-14-L-ST: Limit activities in identified potential and historical landslide areas through regulation and public outreach.	X	X		Adopted critical-area regulations require geotechnical analysis. Technical knowledge beyond what is currently best practice will be incorporated into regulations when available and accepted by appropriate federal/state agencies or national organizations.
MC-15-S-ST: Enhance strategies for public safety during severe storm events.	X	X		Public works policies in place to address most common severe storm situations, but public education is included in Table 13-7 as initiative MC-04.
MC-16-S-ST: Develop and implement programs to coordinate maintenance and mitigation activities to reduce risk to public infrastructure from severe storms.	X			Public works policies in place to address most common severe storm situations.
MC-17-S-ST: Increase public awareness of severe storm mitigation activities.		X		Ongoing public education program that is included in Table 13-7 as initiative MC-04.
MC-18-S-ST: Enhance weather monitoring to attain earlier severe storm warnings.			X	More appropriate for regional agencies, not a small city in an urbanized metropolitan region.

TABLE 13-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
MC-19-S-ST: Encourage development and enforcement of wind-resistant building siting and construction codes.			X	City adopts most recent editions of national building codes that recommend current best design practice to address these issues.
MC-20-S-ST: Develop and implement programs to keep trees from threatening lives, property, and public infrastructure during severe storm events.		X		Ongoing public education program that is now included in Table 13-7 as initiative MC-04.
MC-21-S-LT: Require electrical utilities to use underground construction methods where possible to reduce power outages from severe storms.	X			Existing development regulations include this requirement.
MC-22-V-LT: Collaborate to develop ash fall models that are specific to the north King and south Snohomish County areas.			X	More appropriate for regional or state agency with appropriate technical resources.
MC-23-V-LT: Develop and implement policy for maintaining stock of filters for key vehicles and pieces of equipment.		X		Included in Table 13-7 as initiative MC-05.

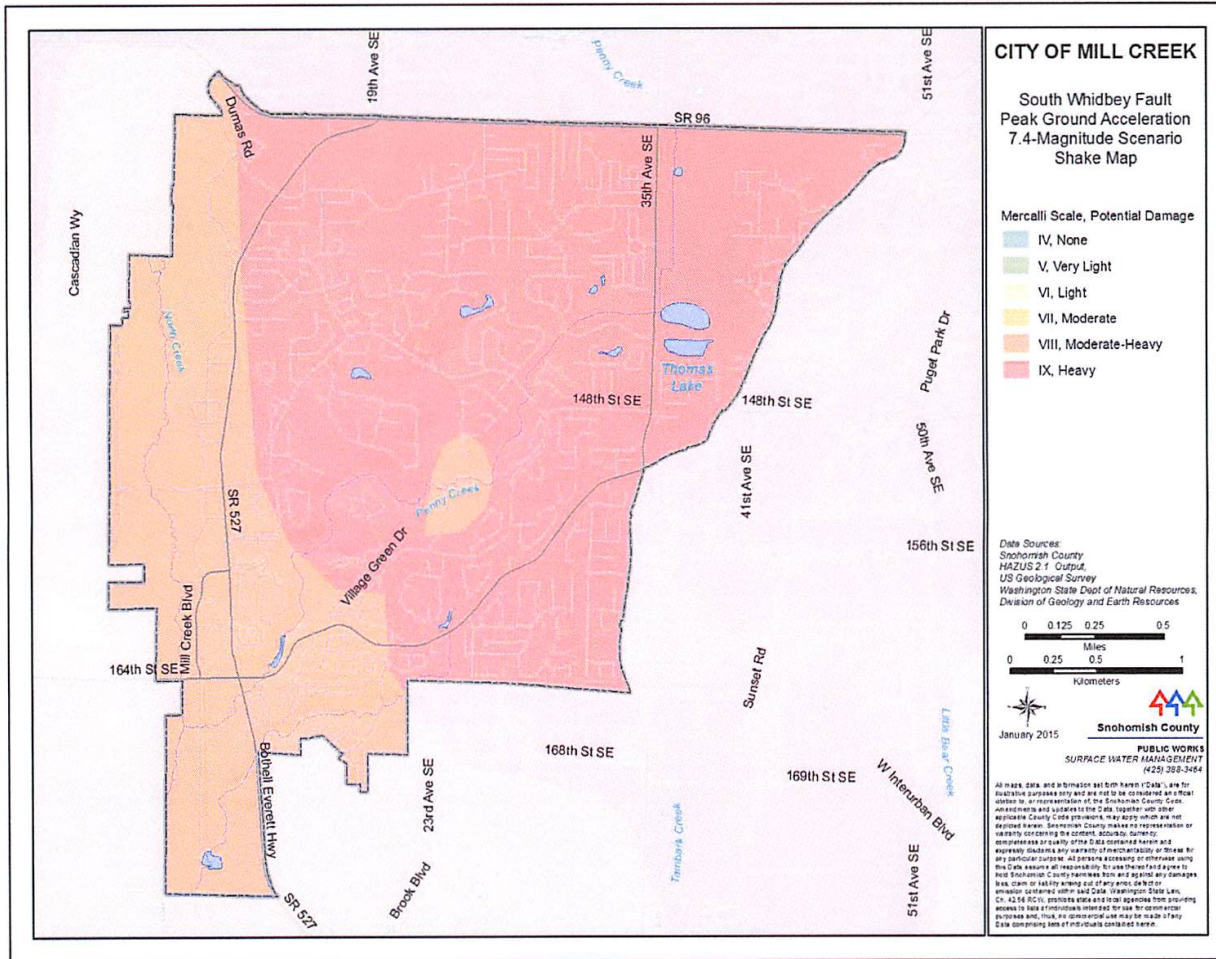
TABLE 13-10. PREVIOUS ACTION PLAN IMPLEMENTATION STATUS				
Action #	Action Status			Comments
	Completed	Carry Over to Plan Update	Removed; No Longer Feasible	
MC-24-W-LT: Enhance outreach and education programs aimed at mitigating wildland–urban interface fire hazards and reducing or preventing the exposure of citizens, public agencies, private property owners, and businesses to natural causes.		X		Although Mill Creek is not considered a rural area subject to wildland fires, the City has unusually large, forested open space areas that could be subject to “forest” fires with climate change. Ongoing public education program that is included in Table 13-7 as initiative MC-04.
MC-25-W-LT: Increase communication, coordination, and collaboration between wildland–urban interface property owners, city planners, fire prevention crews, and city officials to address risks, existing mitigation measures, and federal assistance programs.		X		Although Mill Creek is not considered a rural area subject to wildland fires, the City has unusually large forested open space areas that could be subject to “forest” fires with climate change. Ongoing public education program that is now included in Table 13-7 as initiative MC-04.



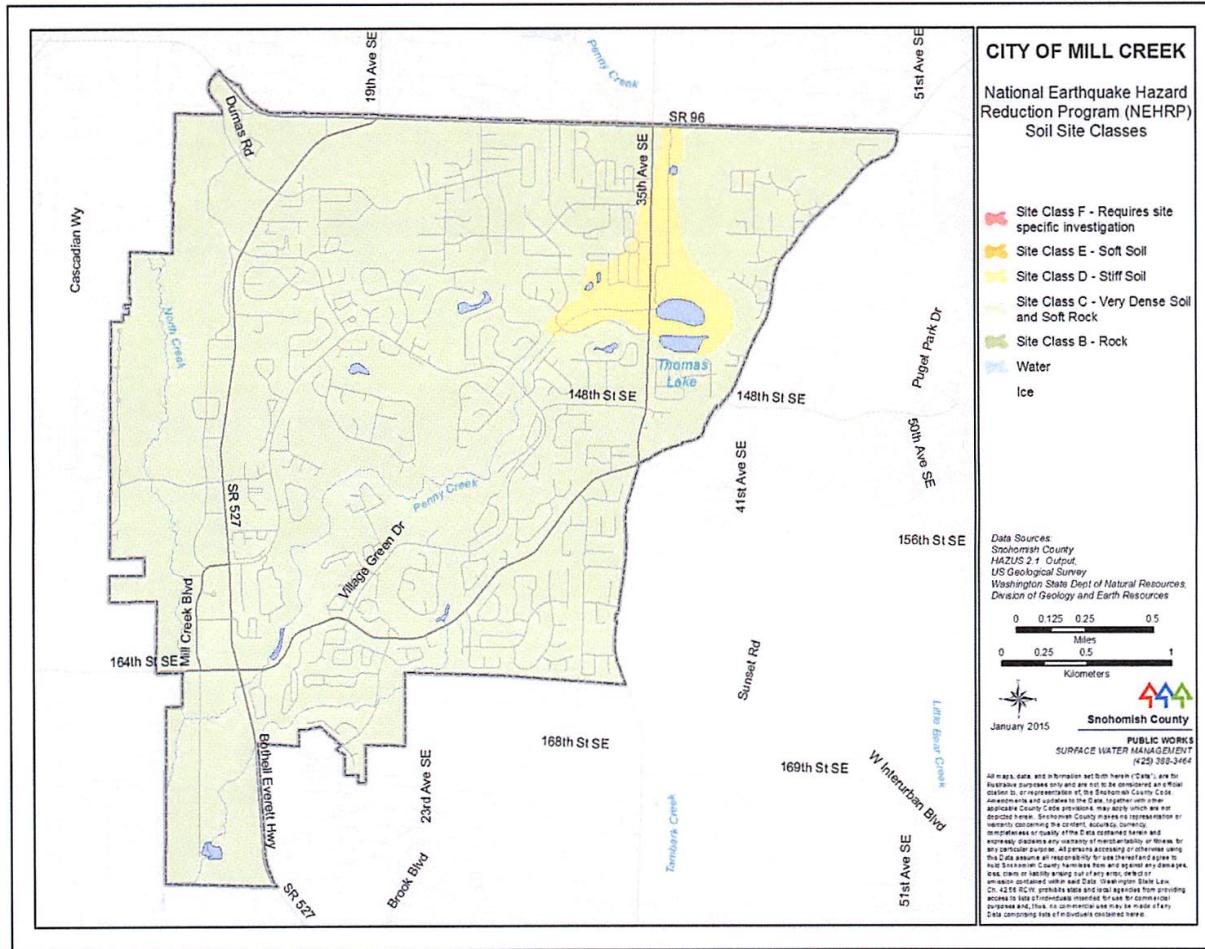
Map 13-1. City of Mill Creek Critical Facilities



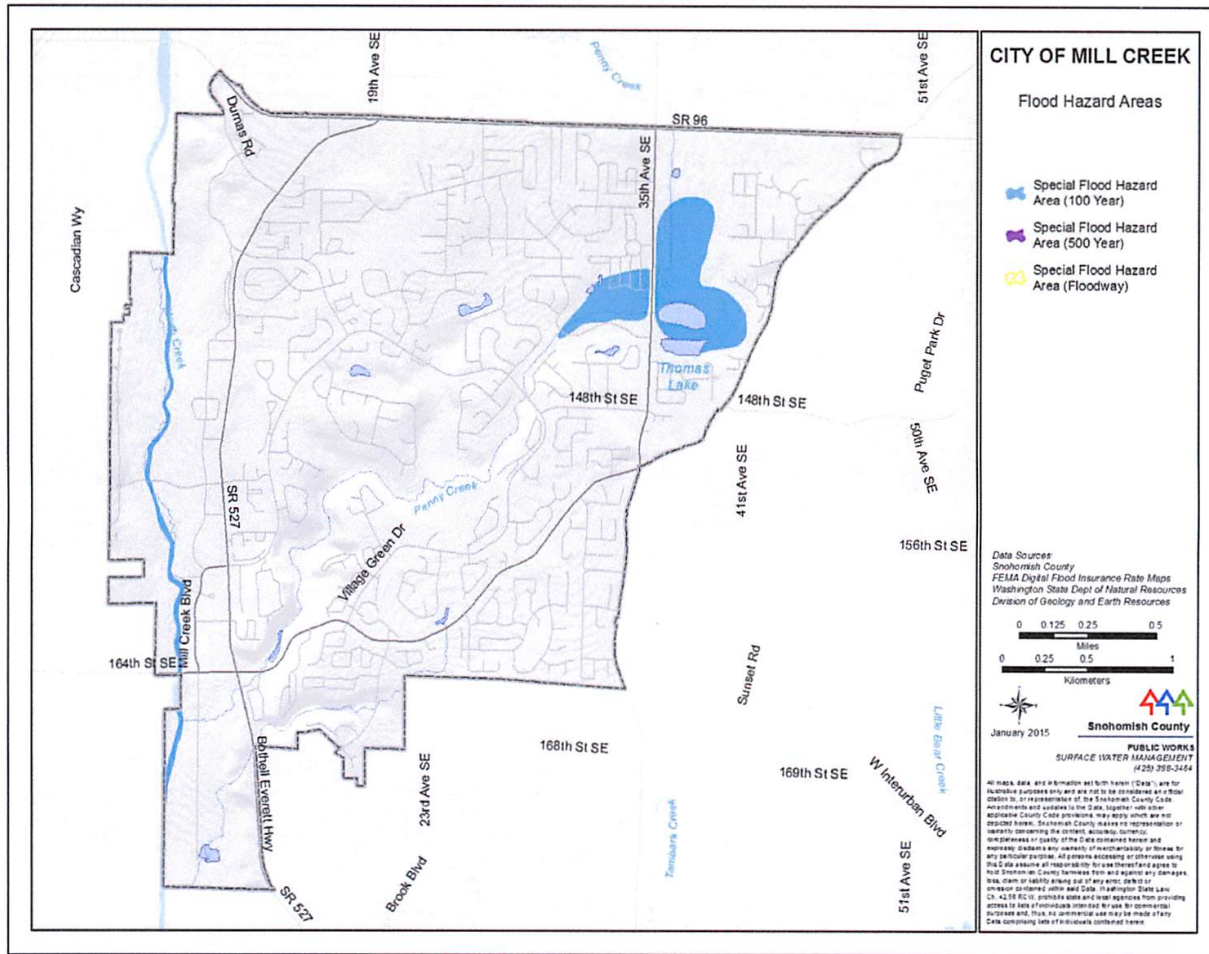
Map 13-2. City of Mill Creek 100-Year Probabilistic Earthquake Scenario



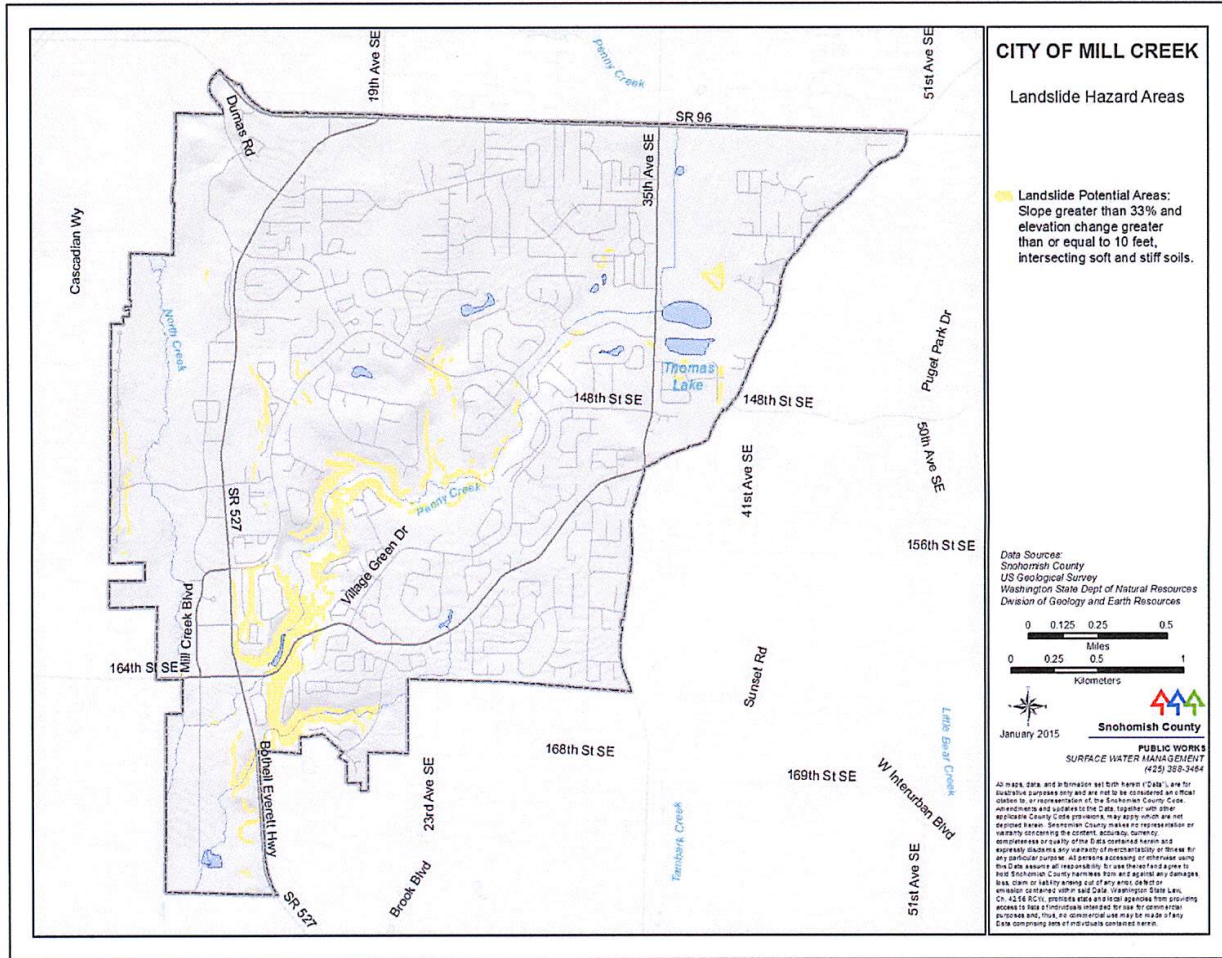
Map 13-5. City of Mill Creek South Whidbey Fault 7.4 Magnitude Earthquake Scenario



Map 13-6. City of Mill Creek National Earthquake Hazard Reduction Program Soil Classes



Map 13-8. City of Mill Creek Flood Hazard Areas



Map 13-9. City of Mill Creek Landslide Hazard Areas



Date: July 12th, 2016

A/P Check Batches		
Dated	Check Numbers	Amount
06/28/2016	EFT Debit-Dept of Rev.-Sales Tax	\$6,753.10
06/29/2016	55575-55630	\$88,258.08
Total		\$95,011.18

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 55575 through 55630, EFT Debit and Wire in the amount of \$95,011.18.

We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember


Finance Director

City Manager

Peggy Lane

Rebecca C. Polyzoff

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval1.doc

 Electronic Filing – Washington State	E-file Time: 1:25 PM help ?
	My Account Home Account(s) Account Activity List Server Suggestions Logout

CITY OF MILL CREEK 600-598-011

Confirmation

Confirmation Number 18368218
Tax Registration Number 600598011
Reporting Period 05/2016
Payment Type EFT Debit
Date and Time Submitted 6/27/2016 1:25:31 PM
Date of Transfer 06/28/2016
Payment Amount 6,753.10
Person Completing Return Sandy Kottke
Person Authorizing Payment Sandy Kottke

Your return and payment have been submitted. For easy reference, print this page and retain it with your tax records.

Return to Account List	Print Confirmation
View Printable Return	

Confirmation

**For Assistance Call:
1-877-345-3353**

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 7/6/2016 1:46 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
55575	ACCOUNTP 45949732	Accountemps Temp Acct Week End - 06/03	06/29/2016	2,188.94
Total for Check Number 55575:				2,188.94
55576	ADPLLC 474938219 475273003	ADP, LLC Payroll Processing Chgs/Workforce Now-Ending Payroll Processing Chgs/Workforce Now-Ending	06/29/2016	405.44 558.13
Total for Check Number 55576:				963.57
55577	ALDWTR 00320003-01 01100176-01 01300169-01 01550006-01 02170002-01 02460002-01 02470001-01 03050003-01 03095000-01 03805002-01 03865000-01 04900159-01 05400166-01 05590004-02 05600177-03 05700181-01 05702001-01 05705005-01 06900173-02 07850004-01 07855001-01 07895001-01 07900155-01 08000152-01 08300050-01 08800024-01 08900020-01 09000017-01 09080000-01 09100016-01 13233000-01 25703000-01 26070000-01 26467000-01 26468000-01 33254000-01 34493000-01	Alderwood Water District Seattle Hill Rd I/R 03/24-05/20 Median 4 & 5 I/R 03/24-05/20 1901 Mill Fern Dr SE I/R Median #2 03/24-05/2 16011 28th Dr SE I/R 03/24-05/23 Seattle Hill Rd I/R 03/24-05/20 155 Village Grn Dr I/R 03/24-05/23 155 VLG Grn Dr/Heron Pk 03/24-05/20 15933 29th Dr SE I/R 03/24-05/23 16220 27th Dr SE I/R 03/24-05/23 16217 27th Dr SE I/R 03/24-05/23 16205 25th Dr SE I/R 03/24-05/23 Seattle Hill Rd I/R 03/24-05/20 Median Number 6 I/R 03/24-05/20 15720 Mill Creek Blvd D/C 03/25-05/20 15720 Main Street 03/25-05/20 15728 Main St I/R 03/25-05/20 15728 Main St D/C 03/25-05/20 15728 Main Street 03/25-05/20 1300 156th Pl SE I/R 03/25-05/20 16101 Highland Blvd/Restroom 03/24-05/23 16101 28th DR SE I/R 03/24-05/23 16021 28th DR SE I/R 03/24-05/23 Seattle Hill Rd I/R 03/24-05/20 Seattle Hill Rd I/R 03/24-05/20 3310 157th PL SE I/R 03/24-05/23 Seattle Hill Rd I/R 03/24-05/20 Seattle Hill Rd I/R 03/24-05/20 Seattle Hill Rd I/R 03/24-05/20 14600 Mill Creek Blvd I/R 03/25-05/23 Seattle Hill Rd I/R 03/24-05/20 15200 Mill Creek Blvd I/R 03/25-05/23 14725 32nd DR SE I/R 03/24-05/23 15803 32ND Ave SE 03/24-05/23 1900 164th St SE 03/24-05/23 1900 164th St SE I/R 03/24-05/23 14725 32nd DR SE 03/25-05/23 15720 Main St I/R 03/25-05/20	06/29/2016	67.15 156.16 203.74 103.15 67.15 220.43 181.95 124.75 67.15 67.15 32.30 67.15 129.23 14.04 469.23 148.43 14.04 436.24 37.10 177.15 227.63 67.15 67.15 67.15 341.75 67.15 67.15 88.75 29.90 67.15 29.90 100.75 177.15 67.15 81.55 177.15 49.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 55577:	4,557.37
55578	ALLGUARD	All Guard Security Systems Inc	06/29/2016	
	23564	3rd Qtr Monitoring Chgs - Cook House		75.00
	23565	3rd Qtr Monitoring Chgs - City Hall		84.00
	23566	3rd Qtr Monitoring Chgs - Library		84.00
	23567	3rd Qtr Monitoring Chgs - PD Storage		114.00
			Total for Check Number 55578:	357.00
55579	AT&TWIR	AT&T Mobility	06/29/2016	
	287245699226	Pine Meadow Irrig Line		20.92
			Total for Check Number 55579:	20.92
55580	BANKCARE	Bank of America	06/29/2016	
	1	Mitel 5340 IP Phone Backlit/Cordless Handset-A		308.73
	10	Breakfast Director Retreat 05/17		33.64
	11	Staff Pizza Party-Moving Day 05/18		144.34
	12	Supplies-New Finance Director Welcome Basket		27.36
	13	Business Leaders Luncheon 05/26-V Cavaleri		20.00
	14	Key Rings-Heatherwood Key Fobs		11.42
	15	Nylon Lock Nut-Car #42		2.54
	16	NPELRA Membership Dues-P Lauerman		150.00
	17	Tissue Paper-VIP Swag-Memorial Day Parade		4.35
	18	Camera Shutter Release and Flash Cords		60.88
	19	GFOA Dues-P Lauerman		150.00
	2	Hook & Loop Fastening Cable		36.09
	20	Airfare-NPERLA Academy 07/12-07/14-R Poliz		413.20
	20A	Airfare-NPERLA Academy 07/12-07/14-L Orlar		413.20
	20B	Airfare-NPERLA Academy 07/12-07/14-G Elwi		413.20
	20C	Airfare-NPERLA Academy 07/12-07/14-P Lauer		413.20
	21	Airfare & Conf-ICMA Annual Conf 9/23-9/29-R		2,304.25
	22	ICMA Annual Conf Registration-R Polizzotto		1,240.00
	23	Range Time-S Larose		45.48
	24	WSLEFIA Training Conf & Membership-B Fout		130.00
	25	WSLEFIA Training Conf & Membership-S Smit		130.00
	26	WSLEFIA Training Conf & Membership-S Whit		130.00
	27	2 Belkin 6-Outlet Commercial Surge-City Hall R		59.10
	28	Credit-Returned Passport Cutter		-119.98
	3	Lyman Electronic Digital Trigger Pull Guage		61.26
	3A	MeasuPro Digital Infrared Thermometer w/Laser		23.64
	4	Lock-Motorcycle		46.67
	5	ALICE Active Shooter Training-T Kidwell		595.00
	6	Sensor Cloud Monthly Fee 05/10-06/10		9.95
	7	Moving Day Kick-Off-Ice Cream		16.99
	8	Passport Photo Cutter- 2 x 2		77.92
	9	Toll Chgs-2013 Ford K-9 Unit		5.50
			Total for Check Number 55580:	7,357.93
55581	BANKCR13	Business Card Bank of America	06/29/2016	
	1	Water/Soap-Volunteer Supplies-"Day of Caring"		9.95
	2	Rotary Lunch Mtg 05/11		17.00
	3	Water/Chicken-YAB Year End Party		52.78
	4	Staff to Supervisor Training 7/18-B Davern		79.00
			Total for Check Number 55581:	158.73
55582	BENMEAD	Ben Meadows Company	06/29/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SI02607328	Cap Membrane Kit-SW Testing		70.38
			Total for Check Number 55582:	70.38
55583	BENEAD 1606517	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan-June	06/29/2016	168.00
			Total for Check Number 55583:	168.00
55584	BLUEBEAM 1103256 1104108	Bluebeam Software Inc 2-Bluebeam:User License/Prorated Annual Main 1-Bluebeam:User License/Prorated Annual Main	06/29/2016	612.00 301.00
			Total for Check Number 55584:	913.00
55585	BANKCR19	Business Card	06/29/2016	
	1	Airfare/Lodging CRM Training Conf 06/06-06/1		569.00
	10	Refreshments 05/30-VIP's Reception		32.52
	1A	Airfare/Lodging CRM Training Conf 06/06-06/1		569.00
	1B	Airfare/Lodging CRM Training Conf 06/06-06/1		568.98
	2	SCC Dinner 05/19-R Polizzotto		35.00
	2A	SCC Dinner 05/19-G Elwin		35.00
	2B	SCC Dinner 05/19-M Todd		35.00
	3	Disclosure of Law Enforcement Records-K Chel		35.00
	4	Parking 05/18-WAPRO Training-J Lee		10.00
	5	Welcome Basket-New Finance Director		10.91
	6	Lodging CRM Training/Conf-M Miller		161.34
	6A	Lodging CRM Training/Conf-Gina		161.34
	6B	Lodging CRM Training/Conf-K Chelin		161.32
	7	2-Key's File Cabinet-J Lee		13.90
	8	Coffee-Memorial Day Parade-VIP & Parade Par		98.91
	9	Memorial Day-Decorations Council Chambers		13.06
			Total for Check Number 55585:	2,510.28
55586	BANKCR20	Business Card	06/29/2016	
	1	Season Flat- Annuals		27.76
	10	Park Maint Supplies		116.73
	11	Cube Wall Mount/Furniture Install		109.72
	12	Medium Gloves-(12 Pair Pack)		44.22
	12A	Gloves-Medium(12PrPk)		14.74
	13	Large Gloves-(12 Pair Pack)		40.28
	13A	Large Gloves-(12 Pair Pack)		13.42
	14	Cable Ties/Bit Driver/Screwdrivers		53.75
	15	Two-Tone Vests,Gloves & Safety Glasses		194.89
	15A	Two-Tone Vests,Gloves & Safety Glasses		64.96
	16	15 Doug Fir Studs/WD-40-PD Remodel		62.40
	17	Materials-Temp PD Lockers		6.13
	18	Bulk Fasteners		5.60
	1A	Season Flat- Annuals		450.00
	1B	Season Flat- Annuals		450.00
	2	Library Irrigation Supplies		11.89
	3	Gorilla-Lift Sided Tailgate Lift Assist		149.21
	4	Gorilla-Lift Sided Tailgate Lift Assist		78.45
	5	Sink Pipe, Dishwasher Drain-Annex Remodel		22.24
	6	Hardware-Annex Remodel		76.01
	7	Fridge-Annex Remodel		730.81
	8	Instant Lawn-1,000 SF-Highlands "New" Media:		372.30
	9	6 Pack-Toro Mower Blades		58.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 55586:	3,154.34
55587	BANKCR21	Business Card	06/29/2016	
	1	Dinner-LRI Conf 5/04-G Elwin		25.43
	10	Business Lunch Mtg 05/26-R Polizzotto		49.77
	1A	Dinner-LRI Conf 5/04-R Polizzotto/L Orlando		50.84
	2	Dinner-LRI Conf 5/05-R Polizzotto/L Orlando		79.69
	2A	Dinner-LRI Conf 5/05-G Elwin		39.85
	3	Lunch 5/06-LRI Conf-G Elwin		18.81
	3A	Lunch 5/06-LRI Conf-R Polizzotto, L Orlando		37.60
	4	Lodging-LRI Conf 05/04-05/06-R Polizzotto		241.86
	5	Lodging-LRI Conf 05/04-05/06-L Orlando		241.86
	6	Lodging-LRI Conf 05/04-05/06-G Elwin		241.86
	7	Business Lunch Mtg 05/11-R Polizzotto		60.99
	8	Business Lunch Mtg 05/19-R Polizzotto, A Balla		40.56
	9	Welcome Lunch 5/23-New Finance Director		135.58
			Total for Check Number 55587:	1,264.70
55588	BANKCR23	Business Card	06/29/2016	
	1	Rebate-Lodging-WASPC-G Elwin		-12.72
	2	Deposit-Lodging-Advance Motor Class-T Bittin		75.90
	3	Lodging-WASPC Spring Conf-G Elwin		317.88
			Total for Check Number 55588:	381.06
55589	CARLSONJ 6220	Jessica Carlson Adventures in Art-Spring 5/20-6/17	06/29/2016	390.60
			Total for Check Number 55589:	390.60
55590	CINTAS 460622498 460622498A	Cintas Corporation Loc. #460 Floor Mat Service 06/24 Floor Mat Service 06/24	06/29/2016	59.52 34.73
			Total for Check Number 55590:	94.25
55591	COMCAST 0457011	Comcast High Speed Internet Fee 06/18-07/17	06/29/2016	191.33
			Total for Check Number 55591:	191.33
55592	COPIETC AR16022 AR16022A AR16022B AR16022C	Copiers Etcetera, Inc. Admin Copier/Printer Maint/Supplies 04/11-05/1 P & R Share Copier Maint/Supplies 04/11-05/10 Finance Share Copier Maint/Supplies 04/11-05/1 Police Copier/Printer Maint/Supplies 04/11-05/1	06/29/2016	1,081.67 154.63 51.54 360.29
			Total for Check Number 55592:	1,648.13
55593	DELLMARK XJXPR78R7	Dell Marketing LP Wireless Keyboard & Mouse Combo-Annex Rer	06/29/2016	65.93
			Total for Check Number 55593:	65.93
55594	DEPTOFEC 600598011	Department of Ecology 2015 Hazardous Waste Generation Fee	06/29/2016	49.00
			Total for Check Number 55594:	49.00
55595	FCICUSPV	FCI Custom Police Vehicles	06/29/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	15264	Whelen SA510-MI Motorcycle Speaker Tip		28.86
	15276	Fix B-Link Problem-Car #31		98.01
Total for Check Number 55595:				126.87
55596	GILANIJ 6216	FeelArtistic Watercolor for Adults-Spring 2 05/26-06/23 #62	06/29/2016	56.00
Total for Check Number 55596:				56.00
55597	FONGJ 6289	Jeffrey Fong Photography: Intermediate Digital 5/26-6/16 #62	06/29/2016	787.50
Total for Check Number 55597:				787.50
55598	GTENORTH 425 316-0326 425 357-9268 425 745-6974	Frontier Alarm System Line Chgs 06/16-07/15 Fire Alarm Line Chgs 06/22-07/21 Admin Fax/CC Line 06/19-07/18	06/29/2016	50.94 123.80 154.50
Total for Check Number 55598:				329.24
55599	GEIGER 3077732 3084181	Geiger 100 - Cooler Bags-Recognition Committee Blankets,Jackets,Shirts,Duffle Bags-VIP Swag	06/29/2016	286.73 1,036.89
Total for Check Number 55599:				1,323.62
55600	HARBISOM Reimb Footwear Reimb FootwearA Reimb FootwearB	Miss Kimberly Harbison Reimb Boots-Per AFSCME Contract-Harbison Reimb Boots-Per AFSCME Contract-Harbison Reimb Boots-Per AFSCME Contract-Harbison	06/29/2016 Replacement Lost Replacement Lost Check #54' Replacement Lost Check #54'	24.20 48.44 48.44
Total for Check Number 55600:				121.08
55601	HOMEMEAL 207	Home Meals with Karen Wellness Cooking Demo	06/29/2016	150.00
Total for Check Number 55601:				150.00
55602	HUIK 6171 6172 6176	Kelly Hui Ballet: Creative 05/21-06/25 #6171 Ballet: Creative 05/21-06/25 #6172 Ballet: Beg 05/21-06/25 #6176	06/29/2016	252.00 210.00 210.00
Total for Check Number 55602:				672.00
55603	INNOVAC Retainage	INNOVAC 5% Retainage-2015 Catch Basin Cleaning/CCT\	06/29/2016	5,316.20
Total for Check Number 55603:				5,316.20
55604	JRWENTRP 3488	JRW Enterprises Front Counter Door #110-Annex Remodel	06/29/2016	321.93
Total for Check Number 55604:				321.93
55605	KPFFCON 54646	KPFF Consulting Engineers Prof Serv 35th Ave Recon Proj 04/30-05/27	06/29/2016	3,955.08
Total for Check Number 55605:				3,955.08
55606	KROESENS	Kroesen's Uniform Company	06/29/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	29865	Soft Shell Duty Jacket-K Hughes		109.60
	31753	Soft Shell Duty Jacket-T Kidwell		109.60
	32816	Motorcycle Jacket Badge #36-T Bittinger		100.94
	33701	1 Polo Shirt/1 Propper Pants-S Smith		87.92
Total for Check Number 55606:				408.06
55607	LDEDEGV	Leading Edge Gymnastic Academy Inc	06/29/2016	
	6179	Gymnastics-Toddle Time-Spr2 05/18-06/15 #617		56.00
	6182	Gymnastics-Preschool Spr 2 05/18-06/15 #6182		168.00
	6185	Gymnastics-Youth Spr2 05/18-06/15 #6185		180.00
Total for Check Number 55607:				404.00
55608	MERCAS	Samantha Merca	06/29/2016	
	6131	Spanish for Adults: Beg 04/18-06/13 # 6131		504.00
	6294	Spanish for Adults: Intermediate 04/18-06/13 #6.		224.00
Total for Check Number 55608:				728.00
55609	NELSONM	Melissa Nelson	06/29/2016	
	6207	Music for Preschool-Spring 2 05/20-06/17 #6207		682.50
	6208	Music for Preschool-Spring 2 05/20-06/17 #6208		500.50
Total for Check Number 55609:				1,183.00
55610	KIDZLOVS	North American Youth Activities, LLC	06/29/2016	
	6139	KLS Soccer: M & M Spr 5/03-6/14 #6139		392.00
	6142	KLS Soccer: M & M Spr 4/30-06/18 #6142		280.00
	6143	KLS Soccer: M & M Spr 4/30-06/18 #6143		952.00
	6146	KLS Soccer: Tot-Soccer Spr 05/03-06/14 #6146		336.00
	6150	KLS Soccer: Tot-Soccer Spr 04/30-06/18 #6150		1,344.00
	6152	KLS Soccer: Pre-Soccer 05/03-06/14 #6152		448.00
	6153	KLS Soccer: Pre-Soccer 05/03-06/14 #6153		896.00
	6156	KLS Soccer: Pre-Soccer 04/30-06/18 #6156		1,568.00
	6158	KLS Soccer: 1 Spr 05/03-06/14 #6158		1,512.00
	6161	KLS Soccer: 1 Spr 04/30-06/18 #6161		1,624.00
	6163	KLS Soccer: Soccer 2 05/03-06/14 #6163		896.00
	6165	KLS Soccer: Soccer 2 04/30-06/18 #6165		1,153.60
	6167	KLS Soccer: Soccer 3 05/03-06/14 #6167		448.00
Total for Check Number 55610:				11,849.60
55611	OREILLY	O'Reilly Automotive Inc	06/29/2016	
	2986457957	Evapo-Rust, Plugs, Shop Blower		62.60
	2986458058	Mower Belt		11.40
	2986459004	Wiper Blades-SW Truck		48.33
	2986461642	Brake Light Bulbs-PSO Truck		5.93
	2986461823	Degreaser-PW		21.96
Total for Check Number 55611:				150.22
55612	PACTOP	Pacific Topsoils, Inc.	06/29/2016	
	911870	Clean Green Dump		36.75
Total for Check Number 55612:				36.75
55613	PIGSKIN	Pigskin Uniforms	06/29/2016	
	2016-38	Jumpsuit Uniform w/Name-N Lerma, R Fleming		2,387.00
Total for Check Number 55613:				2,387.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
55614	WASPC	WA. Assoc of Sheriffs & Police Chiefs	06/29/2016	
	INV027201	Police Chief Selection Process		4,475.00
	INV027203	LEMAP Fees/LEMAP Expenses/Staff Time		5,577.00
Total for Check Number 55614:				10,052.00
55615	SNOCPUD	PUD No. 1 of Snohomish County	06/29/2016	
	2001-0143-4	2725 Seattle Hill Rd 05/11-06/09		15.90
	2001-5445-8	2720 Seattle Hill Rd 05/11-06/09		15.90
	2007-9722-3	3401 148th ST SE 05/21-06/21		24.87
	2013-4538-6	2501 147th Pl SE 05/21-06/21		37.95
	2013-6774-5	902 164th St SE 05/05-06/03		33.19
	2016-6351-5	14600 16th Ave SE 05/05-06/03		15.90
	2017-5296-1	15429 1/2 Bothell Everett Hwy 05/05-06/06		19.07
	2019-4860-1	13903 N Creek Dr 05/18-06/16		590.28
	2022-1236-1	928 Dumas Rd 05/18-06/16		93.42
	2024-6104-2	15803 32nd Ave SE 05/11-06/09		24.32
	2026-6749-9	2024 Seattle Hill Rd 05/11-06/09		36.17
	2026-9300-8	15720 Main St 05/17-06/15		1,552.56
	2028-5205-9	15720 Main St Unit B 05/17-06/15		340.18
	2029-5905-2	4842 SAC-05/05-06/06		65.00
	2030-2812-1	4560 SAC 05/04-06/02		36.70
	2031-6469-4	13510 N Creek Dr 05/18-06/16		43.02
	2032-1155-2	13628 N Creek Dr 05/18-06/16		143.28
	2033-4808-1	14810 35th Ave SE 05/11-06/09		53.82
	2033-8815-2	15429 Bothell Everett Hwy 05/05-06/06		22.42
2207-6351-0	13332 44th Ave SE 05/03-06/02		63.40	
Total for Check Number 55615:				3,227.35
55616	PUGETSO	Puget Sound Energy	06/29/2016	
	200004765331	15720 Main St 05/18-06/17		50.19
	200004765463	15728 Main St 05/18-06/17		335.39
Total for Check Number 55616:				385.58
55617	SNOCOSHO	Snohomish County Sheriff's Office	06/29/2016	
	I000409641	Range Use - 10 Hours 06/14		580.00
Total for Check Number 55617:				580.00
55618	SHI	SHI International Corp	06/29/2016	
	B05104146	100 HID ProxKey III 1346/RF Proximity Key F		183.53
	B05104146A	100 HID ProxKey III 1346/RF Proximity Key F		183.54
	B05160481	Topaz SigLite LCD IX5 T-L460-HSB-Signature		207.45
Total for Check Number 55618:				574.52
55619	SHREDIT	Shred-It USA Inc	06/29/2016	
	9411107415	Shredding Service Fee		76.19
Total for Check Number 55619:				76.19
55620	SCD	Snohomish Conservation District	06/29/2016	
	2333	SW Education Efforts 01/01-03/31		1,274.46
Total for Check Number 55620:				1,274.46
55621	SNOKING	Sno-King Stamp, Inc.	06/29/2016	
	59707	Rubber Stamp-Transferred to So Dist		22.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 55621:	22.20
55622	SNDPUBIN 7686660 EDH704889 EDH706750	Sound Publishing Inc Ad Maintenance Aide 05/31 Notice: Council Meeting Canceled 06/14 Notice: Mill Creek Commons Phase II PL2016-C	06/29/2016	47.66 27.52 72.24
			Total for Check Number 55622:	147.42
55623	STAPLEAD 8038644517 8038644517A 8038644517B 8038644517C 8038644517D 8038644517E 8038644517F	Staples Advantage General Office Supplies/Copy Ppr/Plotter Cartrid General Office Supplies/Copy Ppr General Office Supplies/Copy Ppr Copy Ppr Copy Ppr/Plotter Cartridges Copy Ppr/Plotter Cartridges Copy Ppr/Plotter Cartridges	06/29/2016	345.03 135.44 453.48 55.90 184.87 184.57 184.87
			Total for Check Number 55623:	1,544.16
55624	SUMLAW 79272 79389 79389A	Summit Law Group Summit Law Management Training 05/17-City B Prof Serv-General Labor-Guild Through 05/31/1 Prof Serv-General Labor-AFSCME Through 05/	06/29/2016	3,020.52 428.75 257.25
			Total for Check Number 55624:	3,706.52
55625	SUNGARDP 120758	SunGard Public Sector Inc Maintenance-Trakit-5 Users	06/29/2016	8,240.74
			Total for Check Number 55625:	8,240.74
55626	ADTSEC 26697155 26697155A	Tyco Integrated Security LLC Panic Button Monitoring Chgs 07/01-09/30 Evidence Room Monitoring Chgs 07/01-09/30	06/29/2016	295.47 295.46
			Total for Check Number 55626:	590.93
55627	VERIZON 9765735346 9765735346A 9765735346B	Verizon Wireless Access & Usage Chgs 04/21-05/20-Pks Access & Usage Chgs 04/21-05/20 Access & Usage Chgs 04/21-05/20	06/29/2016	148.05 74.02 24.67
			Total for Check Number 55627:	246.74
55628	WASTPAT1 00061062	Wastington State Patrol Access User Terminal Fee - 2nd Qtr	06/29/2016	534.00
			Total for Check Number 55628:	534.00
55629	WELLSFRL 5003166536	Wells Fargo Financial Leasing Ricoh Printer Lease 07/18-08/17	06/29/2016	62.06
			Total for Check Number 55629:	62.06
55630	WINSUPP 013272-00	Winsupply Company SQ Grate Black, Station Module-Country Club I	06/29/2016	181.60
			Total for Check Number 55630:	181.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 6/29/2016:	88,258.08
			Report Total (56 checks):	88,258.08



Date: July 12, 2016

Payroll Check Batches		
Dated	Check Numbers	Amount
07/08/16	ACH Automatic Deposit Checks	\$151,829.42
07/08/16	ACH Wire- FWT & Medicare Taxes	\$31,127.80
Total		\$182,957.22

Voided Checks	
Numbers	Explanation

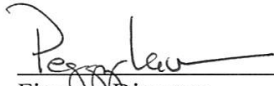
CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$182,957.22.

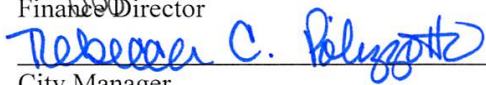
We recommend approval of the above stated amount with the following exceptions:

Councilmember

Councilmember



 Finance Director



 City Manager

G:\Finance\WP\Payroll\Payroll Voucher Approval .doc

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:27 Pay Date:07/08/2016 P/E Date:06/30/2016
 Qtr/Year:3/2016 Run Time/Date:18:16:05 PM EDT 07/06/2016

Taxes Debited	Federal Income Tax	24,767.07			
	Earned Income Credit Advances	0.00			
	Social Security - EE	0.00			
	Social Security - ER	0.00			
	Social Security Adj - EE	0.00			
	Medicare - EE	3,180.40			
	Medicare - ER	3,180.33			
	Medicare Adj - EE	0.00			
	Medicare Surtax - EE	0.00			
	Medicare Surtax Adj - EE	0.00			
	COBRA Premium Assistance Payments	0.00			
	Federal Unemployment Tax	0.00			
	State Income Tax	0.00			
	Non Resident State Income Tax	0.00			
	State Unemployment Insurance - EE	0.00			
	State Unemployment Insurance Adj - EE	0.00			
	State Disability Insurance - EE	0.00			
	State Disability Insurance Adj - EE	0.00			
	State Unemployment/Disability Ins - ER	0.00			
	Workers' Benefit Fund Assessment - EE	0.00			
	Workers' Benefit Fund Assessment - ER	0.00			
	Local Income Tax	0.00			
	School District Tax	0.00			
	Total Taxes Debited		31,127.80		
	Other Transfers	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	151,829.42		
		Total Amount Debited From Your Account		182,957.22	Total Liability 182,957.22
	Bank Debits & Other Liability	Checks	0.00		182,957.22
Adjustments/Prepay/Voids		0.00		182,957.22	
Taxes- Your Responsibility	None this payroll			182,957.22	



CITY COUNCIL MINUTES

June 28, 2016

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

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

June 28, 2016
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

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

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

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

AUDIENCE COMMUNICATION:

There were no comments from the audience.

OLD BUSINESS:

City Manager Annual Performance Evaluation

(Personnel Committee)

The following agenda summary information was presented:

Council used the ICMA guidelines for City Manager performance appraisal to create and employ a performance review instrument and process for the Manager's review at the anniversary of her June 1, 2015 hire. That process is complete. Council and the City Manager agree that while the process took substantial time and energy to complete to ensure comprehensive input and full participation, it was a valuable mechanism to build communication and teamwork within the Council-Manager team.

Council will have a short discussion about the process and how it can be improved upon. One idea to make the coaching aspects more effective, and make the annual process less time consuming, would be to move to a more frequent, more casual continuous feedback model that is being used in other organizations. An article from MRSC is included in the packet that highlights some of the benefits of employing a quarterly process.

Discussion:

Council discussed the City Manager evaluation process. Council would like to have quarterly check-ins with the City Manager. The Council expressed what an excellent job the City Manager is doing and her successful first year at the City.

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NEW BUSINESS:

Presentation: Mill Creek Communication Plan
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

When this topic was first presented to Council in October 2015, the City had no communications standards and it did not have an integrated communication plan that coordinated traditional and digital communication channels.

At the October 27, 2015 Council meeting, staff proposed executing a contract with Marketing Solutions to develop a comprehensive communications plan that would:

- Engage our citizens, neighbors and businesses;
- Develop a strategic marketing plan; and
- Review and enhance our branding standards.

With the support of the Council, staff embarked on the development of the plan.

In November of 2015, Public Information Director Chelin and Consultant Andrew Ballard, conducted interviews with each of the Councilmembers, asking key questions about the City.

In January of 2016, the management team held a retreat with the consultant. An entire day was spent discussing and strategizing about the City's communications with an emphasis on where we ultimately want to be as a City.

In January of 2016, key staff from the Public Relations team met with the consultant to conduct a touch point audit. The team reviewed every piece of material, pamphlet, website, etc. that touches the community. We discussed the consistency with the City's logos, messaging and the importance of consistent branding.

In February of 2016, the consultant conducted City comparisons and marketing research. For example, the City was compared to other local cities like Mukilteo and Edmonds.

In March of 2016, the City and the consultant solicited volunteers to participate in two focus groups. One focus group was made up of approximately 10 citizens both in the City and the urban growth area. The other focus group was made up of business representatives.

In April of 2016, during two evening sessions, the consultant held focus group meetings which lasted approximately 2 hours each. The focus group participants were asked key questions and were given various exercises to complete.

In May and June of 2016, the consultant compiled the findings and reviewed the report with staff. The staff is excited to share all of the results with the Council.

Lastly, and important to note, it has become even more clear through this process, that a communications plan is important. It helps build a foundation on which to base decisions and create ideas, it can be a means to focus on where you want to be and what needs to be done to get there, a

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June 28, 2016
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tool for discovering opportunities, challenges and finally to monitor your efforts in order to be the most effective in engaging citizens.

Discussion:

Director Chelin gave a presentation to Council on the findings of the Communication Plan. These findings will help the City build a work plan and develop an associated budget.

Presentation: Mill Creek Guiding Principles
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

The City Manager is working with the City Council and Leadership Team to develop a plan to guide the management and budget of the City.

This project began at the Council's retreat in February with the Council identifying the core themes guiding the City's vision, mission and values. The Council then began outlining their goals. *See* attached minutes from the Council's February retreat for a recap of the themes developed by Council during the retreat.

The leadership team then took the themes developed by the Council and refined those into specific statements. The draft Vision Statement, Mission Statement, Values Statement and Council Goals were then reviewed by each Department Director with their respective departmental employees. Employee feedback was incorporated and revisions made to the draft statements. The draft statements were then reviewed against public feedback received during the development of the communications plan.

In the packet for Council review are the proposed Vision Statement, Mission Statement and Council Goals entitled "Mill Creek's Guiding Principles." The Values Statement is a separate document that will be incorporated into Mill Creek's personnel policies and procedures.

Discussion.

The consensus of the Council was to review the statements and principles and discuss each of them in further detail at the July 5, 2016 meeting.

Amend MCMC Chapter 15.04 Related to the 2015 International & Uniform Codes
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

In the City of Mill Creek, building construction codes are set forth in Chapter 15.04 of the Mill Creek Municipal Code (MCMC).

The purpose of the various building construction codes are to provide **minimum** standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location of all buildings, structures and certain equipment. Codes take into account unique geographic circumstances, such as expected weather or seismic activity.

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In the State of Washington, construction codes are adopted by the Washington State Legislature. In addition, the legislature updates the codes every three years through a national and state consensus process. The legislature passes a law following review and amendments by the Washington State Building Code Council, which then becomes effective July 1st of the year of the adoption. Local jurisdictions are required to adopt the updates. The last time the codes were updated was 2013.

During the 2015 legislative session, updates of the building construction codes were published by the International Code Council and adopted by the State of Washington. The updated codes will automatically take effect statewide on July 1, 2016. These required updates are contained in the proposed amendments to Chapter 15.04, MCMC. The purpose of the proposed amendments is to adopt, by reference, the state-adopted 2015 versions of the following codes:

International Building Code	International Fire Code
International Residential Code	International Existing Building Code
International Mechanical Code	International Fuel Gas Code
Uniform Plumbing Code	

Tim Nordtvedt, City Building Official, has reviewed the changes and recommends adoption of the code amendments as proposed in the ordinance.

In addition, the proposed amendments designate the City's Hearing Examiner to hear and decide all matters arising from Chapter 15.04, MCMC and the International Building Code. This duty was previously assigned to the board of appeals/adjustment, which is to be discontinued and its duties transferred to the Hearing Examiner. This is consistent with and supports the City Council's establishment of a professional hearing examiner system to hear and decide quasi-judicial land use and other matters.

Discussion:

Council discussed the amendments.

MOTION: Councilmember Kelly made a motion to approve Ordinance #2016-807 to amend MCMC Chapter 15.04 Related to the 2015 International & Uniform Codes, Councilmember Michelson seconded the motion. The motion passed unanimously.

CONSENT AGENDA:

Approval of Checks #55417 through #55574 and ACH Wire Transfers in the Amount of \$708,408.98
(Audit Committee: Councilmember Todd and Councilmember Kelly)

Payroll and Benefit ACH Payments (June 14) in the Amount of \$388,139.07
(Audit Committee: Councilmember Todd and Councilmember Kelly)

Payroll and Benefit ACH Payments (June 28) in the Amount of \$289,279.95
(Audit Committee: Councilmember Todd and Councilmember Kelly)

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City Council Meeting Minutes of May 24, 2016

City Council Meeting Minutes of June 7, 2016

There were no exceptions from the audit committee.

MOTION: Councilmember Todd made a motion to approve the consent agenda,
Councilmember Kelly seconded the motion. The motion passed unanimously.

REPORTS:

Mayor Pruitt reported on the AWC Conference held in Everett. She attended with Councilmember Todd and City Manager Polizzotto.

Councilmember Michelson reported on the next art walk.

Mayor Pro Tem Holtzclaw reported that he will give an update about the Snohomish County Steering Committee meeting at the next meeting.

Councilmember Todd stated that the AWC Conference was a good conference and worth the time. He encouraged other Councilmembers to attend.

City Manager Polizzotto stated that she also enjoyed her first AWC Conference. She reported that there was a financial report included in the packet for review as well as a letter to the Wildflower subdivision about an upcoming chip seal project.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:22 p.m.

Pam Pruitt, Mayor

Kelly M. Chelin, City Clerk