



# 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.** 2017-814  
**Next Resolution No.** 2017-563

**January 24, 2017**  
**City Council Meeting**  
**6:00 PM**

**CALL TO ORDER:**

**FLAG SALUTE:**

Led by Boy Scout Troop #221

**ROLL CALL:**

**AUDIENCE COMMUNICATION:**

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

**PRESENTATIONS:**

- B. Proclamation: Preserving Mill Creek History
- C. Employee Milestone Recognition

**NEW BUSINESS:**

- D. Pavement Preservation Alternatives  
(*Rebecca C. Polizzotto, City Manager*)

- E. North Pointe Park Final Design Contract  
(Rebecca C. Polizzotto, City Manager)

**CONSENT AGENDA:**

- F. Payroll and Benefit ACH Payments in the Amount of \$192,257.63  
(Audit Committee: Councilmember Kelly and Councilmember Todd)
- G. City Council Meeting Minutes of November 22, 2016
- H. City Council Meeting Minutes of December 6, 2016
- I. City Council Meeting Minutes of December 20, 2016
- J. City Council Meeting Minutes of January 3, 2017
- K. City Council Meeting Minutes of January 10, 2017

**REPORTS:**

- L. Mayor/Council
- M. City Manager
  - Council Planning Schedule

**RECESS TO EXECUTIVE SESSION:**

*(Confidential Session of the Council)*

- N.
  - Discussion of the Performance of a Public Employee per RCW 42.30.110 (1) (g)
  - Discussion of the status of collective bargaining negotiations
  - Review negotiations on the performance of a publicly bid contract per RCW 42.30.110 (1) (d)

**AUDIENCE COMMUNICATION:**

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

**ADJOURNMENT**

# *Proclamation*

**WHEREAS**, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped our community; and

**WHEREAS**, Mrs. Virginia Garhart Peterson, with contributions from James Manch Garhart and Nannette Garhart Tallman, published the book, *Discover Mill Creek*, that chronicles life on the 800 acre Lake Dell Farm that is now known as the City of Mill Creek; and

**WHEREAS**, the book explores the Garhart family farm during the two generations it was an active sheep and cattle farm, as well as the nucleus of the Mill Creek area; and

**WHEREAS**, the City of Mill Creek would like to recognize Mrs. Virginia Garhart Peterson and the entire Garhart family for their continued efforts in preserving the history of the land that now makes up the City of Mill Creek by creating a historical novel that includes images of original documents and abstracts collected since 1890.

**NOW, THEREFORE**, I, Pam Pruitt, the Mayor of the City of Mill Creek, on behalf of the City Council do hereby ask all citizens to join me in recognizing Mrs. Virginia Garhart Peterson and the Garhart family for their efforts and dedication in preserving our local history and telling the story of how our community looked and developed from 1890-1968 and beyond, including the creation of what is now the City of Mill Creek.



Signed this 24<sup>th</sup> day of January, 2017

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

Attest \_\_\_\_\_  
Peggy Lauerman, Acting City Clerk

\_\_\_\_\_  
Rebecca C. Polizzotto, City Manager



Agenda Item # D  
Meeting Date: **January 24, 2017**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: PAVEMENT PRESERVATION ALTERNATIVES**

#### **ACTION REQUESTED:**

None – This agenda item is a presentation of alternatives to chip seal pavement preservation treatments for purposes of Council discussion only.

#### **KEY FACTS AND INFORMATION SUMMARY:**

Since 2010, Mill Creek has been developing and updating the Pavement Preservation Program (PPP) in order to meet the City's goals of maintaining infrastructure in a fiscally responsible manner. In 2016, chip seal applications were applied in the neighborhoods of Mill Park Village and Wildflower, as well as on Dumas Road.

Chip seal has been used on an annual basis in Mill Creek since 2012, and has been applied in most of the 136<sup>th</sup> Street / Heatherwood West / Silver Crest neighborhood areas. Chip seal is one of two locally available surface preservation techniques, which are used to extend the service life of a roadway that is in good structural condition. The other potential preservation method is a slurry seal, which is used extensively by the City of Kirkland.

After the completion of the chip seal work in fall 2016, the City received complaints from citizens of the Mill Park Village and Wildflower neighborhoods. The City Council directed staff to investigate alternatives to chip seal and a potential retrofit of the 2016 neighborhood applications. There are only two readily available alternatives, slurry seal or an overlay.

A comparison of the aforementioned alternatives, including the costs, advantages and disadvantages of each is attached.

#### **CITY MANAGER RECOMMENDATION:**

None at this time, study session work item for discussion only.

#### **ATTACHMENTS:**

- PowerPoint presentation for Pavement Preservation and Chip Seal Alternatives.

Respectfully Submitted:

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

Rebecca C. Polizzotto  
City Manager

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City Council Agenda Summary  
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**Pavement Preservation Alternatives**

<b><i>Consideration Factors</i></b>	<b><i>Chip Seal</i></b>	<b><i>Slurry Seal</i></b>	<b><i>Overlay</i></b>
Primary Use	Preservation Treatment	Preservation Treatment	Structural Replacement
Typical Unit Cost per Square Yard	\$3 – \$5	\$2 – \$4	\$25 – \$40
Lifespan	7 – 10 years	7 – 10 years	20 – 30 years
Advantages	<ul style="list-style-type: none"> <li>• No ADA Upgrades</li> <li>• Lower cost</li> <li>• Minimized construction impacts</li> <li>• Hides surface flaws</li> </ul>	<ul style="list-style-type: none"> <li>• No ADA Upgrades</li> <li>• Lower cost</li> <li>• Relatively smoother finish</li> </ul>	<ul style="list-style-type: none"> <li>• Known and accepted finished product</li> <li>• Longer life</li> </ul>
Disadvantages	<ul style="list-style-type: none"> <li>• Shedding / tracking</li> <li>• Rough surface</li> </ul>	<ul style="list-style-type: none"> <li>• Greater daily construction impacts</li> <li>• Shedding / tracking</li> <li>• Existing surface can show through</li> <li>• Not widely used, uncertain outcome</li> <li>• Need minimum project size</li> </ul>	<ul style="list-style-type: none"> <li>• Higher cost</li> <li>• Requires ADA ramp upgrades</li> </ul>

**Chip Seal Retrofit Options**

<b><i>Consideration Factors</i></b>	<b><i>Slurry Seal</i></b>	<b><i>Overlay</i></b>
Total Project Cost	\$150,000*	\$250,000
Summary	Less expensive but greater risk / uncertainty with final product	More expensive but would be a known satisfactory solution

\* Includes additional areas for minimum project size



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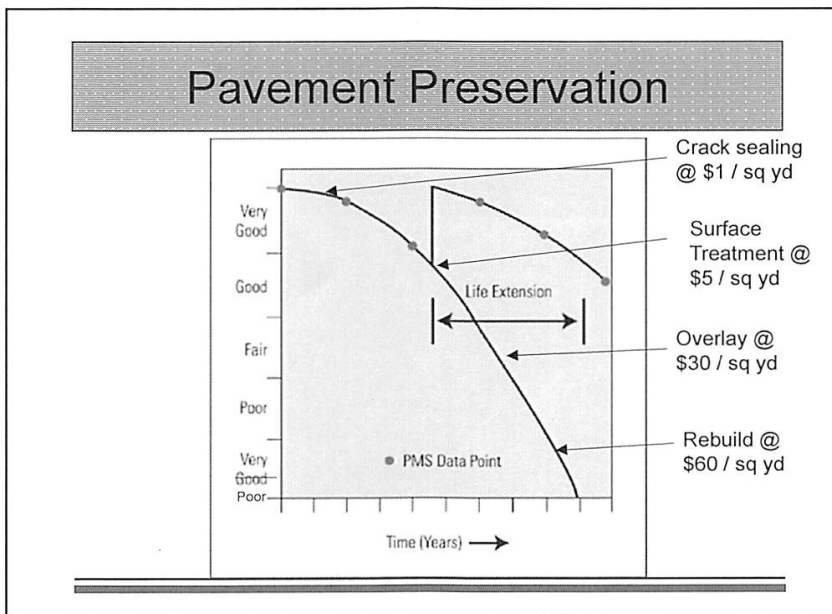
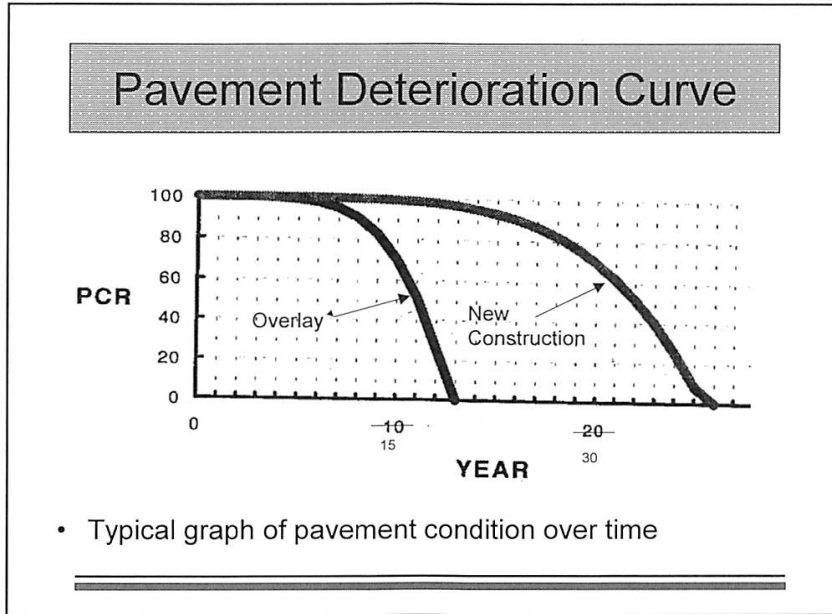
**Pavement Preservation &  
Chip Seal Alternatives**

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**January 24, 2017**

**Roadway Network**

- 106 lane miles in City = 875,000 sq yds
    - 75% is residential, no grant funding programs
    - Does not include SR 527 or SR 96
  - Typical life expectancy of original pavement in Mill Creek is 30 – 40 years
  - Age range for City streets is 10 – 40 years
  - Deterioration rate is not constant
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### “Tools in the Toolbox”

- Surface treatments to extend life
    - Only locally available options are chip seal and slurry seal
      - Use on structurally sound roads
      - Extend pavement life 7 – 10 years
      - Primarily for lower volume residential streets
      - Does not require ADA ramp upgrades
    - \$3 - \$5 per square yard average cost
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### “Tools in the Toolbox”

- Structural techniques for road failure
    - Overlay: grind and repave
      - Often only option for major collector / arterial roads
      - New roadway should last 20 – 30 years
      - Requires ADA ramp upgrades
        - Can be 1/3 to 1/2 the total project cost
    - \$25 - \$40 per square yard average cost total
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### Possible Future Treatments

- Many other options in industry
    - Bonded wearing course overlay, tried in 2015
    - Micro-surfacing (similar to slurry seal)
    - Combining treatments, i.e. Cape Seal
    - Hot In-Place Recycling
  
  - Limited local contractor availability
    - Need to partner with Snohomish County and other agencies for combined trial projects
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### Chip Seal Retrofit Options

- Slurry Seal
    - City could administer project in summer 2017
  
    - Advantages
      - No ADA upgrades required
      - Project cost estimated to be \$2 - \$4 sq yd
        - \$150,000 total (includes additional areas for min size)
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**Slurry Seal**

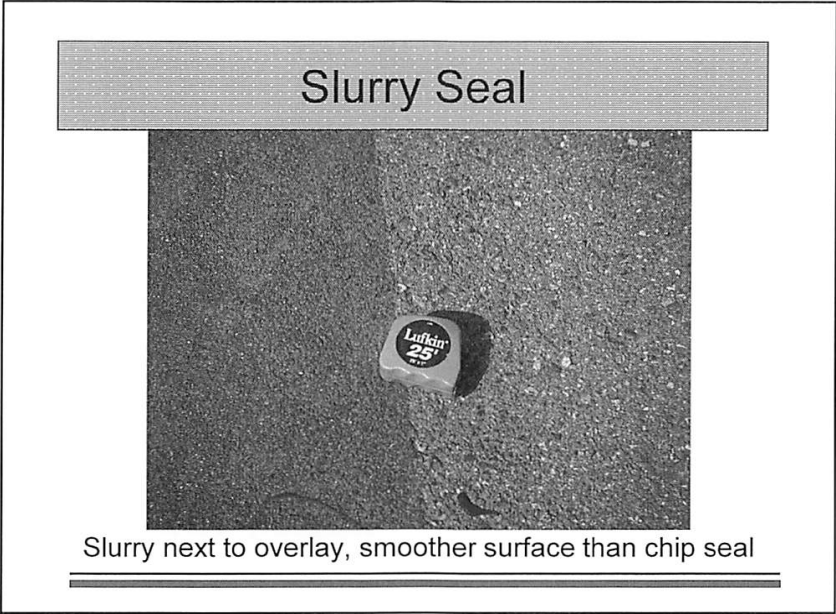


One step application process, but has to cure before use

**Slurry Seal**



Kirkland, 8<sup>th</sup> Avenue between 6<sup>th</sup> and 2<sup>nd</sup> Streets



- ### Chip Seal Retrofit Options
- Slurry Seal
    - Disadvantages
      - Construction / access impacts
      - Similar shedding / tracking issues to chip seal
      - Uncertain outcome of finished product
        - Would be first test case in area of slurry over chip seal
        - First recent (since 1999) trial of slurry seal in City
      - Need at least 25,000 sq yds min for contractor
        - Include Heatherwood West chip seal areas?
        - Highland Trails on existing asphalt?

## Chip Seal Retrofit Options

- Overlay
    - Partner with annual SnoCo overlay program
  
    - Advantages
      - Known acceptable outcome
      - Can limit scope to only Wildflower / Mill Park Village
- 
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## Chip Seal Retrofit Options

- Overlay
    - Disadvantages
      - 4 to 8 ADA ramp upgrades required
        - Would likely need last minute consultant design
        - Typical cost is \$8k - \$10k per ramp
      - Project cost estimated to be \$35 sq yd
        - \$250,000 total (only for WF / MP Village)
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**Chip Seal Retrofit Options**

- Questions?

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Agenda Item # E  
 Meeting Date: **January 24, 2017**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: NORTH POINTE PARK FINAL DESIGN CONTRACT**

#### **ACTION REQUESTED:**

Motion to approve the attached Resolution awarding a contract for Landscape Architecture and Engineering Services for the final design of North Pointe Park.

#### **KEY FACTS AND INFORMATION SUMMARY:**

Beginning in April of 2016, the Parks and Recreation Board, with the assistance of the Design Review Board, developed four design concept alternatives for the final development of North Pointe Park for public review and input. The concept alternatives included:

- Enhanced Existing Park – add sidewalks, some shade trees, a few benches and a picnic table to preserve the existing open feel of the park.
- Traditional Village Green - typical of most neighborhood parks in Mill Creek, a playground area surrounded with benches, small covered picnic area, more shade trees, but still lots of open lawn for play.
- Natural Play Park – similar to the traditional park, but replacing conventional play equipment with natural play features like a raised berm for climbing and a slide, logs, climbing rocks, tunnel, frog pond/rain garden and “equipment” that are more natural in form and use.
- Arboretum – create the feeling of a small arboretum by planting tree “groves” placed around an open play lawn.

Several hundred citizens provided public input on the alternatives at the Mill Creek Festival and two open houses held at the park in July and August. The clear public preference was the Natural Play Park concept, which City Council formally adopted at their September 27, 2016, regular meeting.

Professional landscape architecture and engineering services are now needed to prepare the final specifications and bidding documents for North Pointe Park. The selection of a consultant providing these services must be based on the qualifications of the firm(s) providing the services per RCW 39.80. A request for qualifications (RFQ) was sent to all the firms registered with the Municipal Research and Service Center Consultant Roster in the park design category. Approximately 140 firms received the RFQ. Five Statements of Qualifications (SOQs) were received, reviewed and ranked. The top two teams were interviewed by City staff with assistance from a Snohomish County Parks Department staff member experienced in park design who is a landscape architect.

Moore Iacofano Goltsman, Inc. was selected as the most qualified consultant based on their previous experience with the natural play park design theme, the team members that will be directly involved with the project, the depth of support available within the company, and their

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preparation for the interview. Follow-up reference checks with former public sector clients on similar projects were positive.

The contract scope of work and fee was negotiated with the goal of keeping as much work in-house as practical. Staff tasks before construction include preparing the SEPA documents, the Conditional Use Permit application, presentation to the Hearing Examiner, and the presentation of the landscaping plan to the Design Review Board, all required by City Code. Staff will also provide construction inspection and management functions, and will prepare the electronic as-built records. The final fee was lower than the estimated fee from the other consultant interview finalist.

All costs associated with the design and construction of North Pointe Park come from Neighborhood Park Mitigation fees paid by developers, and not from general taxes or fees. The overall project budget is \$530,000 and is contained in the City's adopted Capital Improvement Program. The entire project cost is available in existing park mitigation funds.

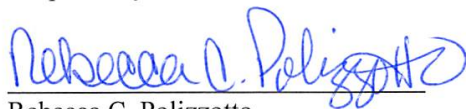
**CITY MANAGER RECOMMENDATION:**

The City Manager recommends approval of the attached Resolution to award a contract for Landscape Architecture and Engineering Design Services for North Pointe Park.

**ATTACHMENTS:**

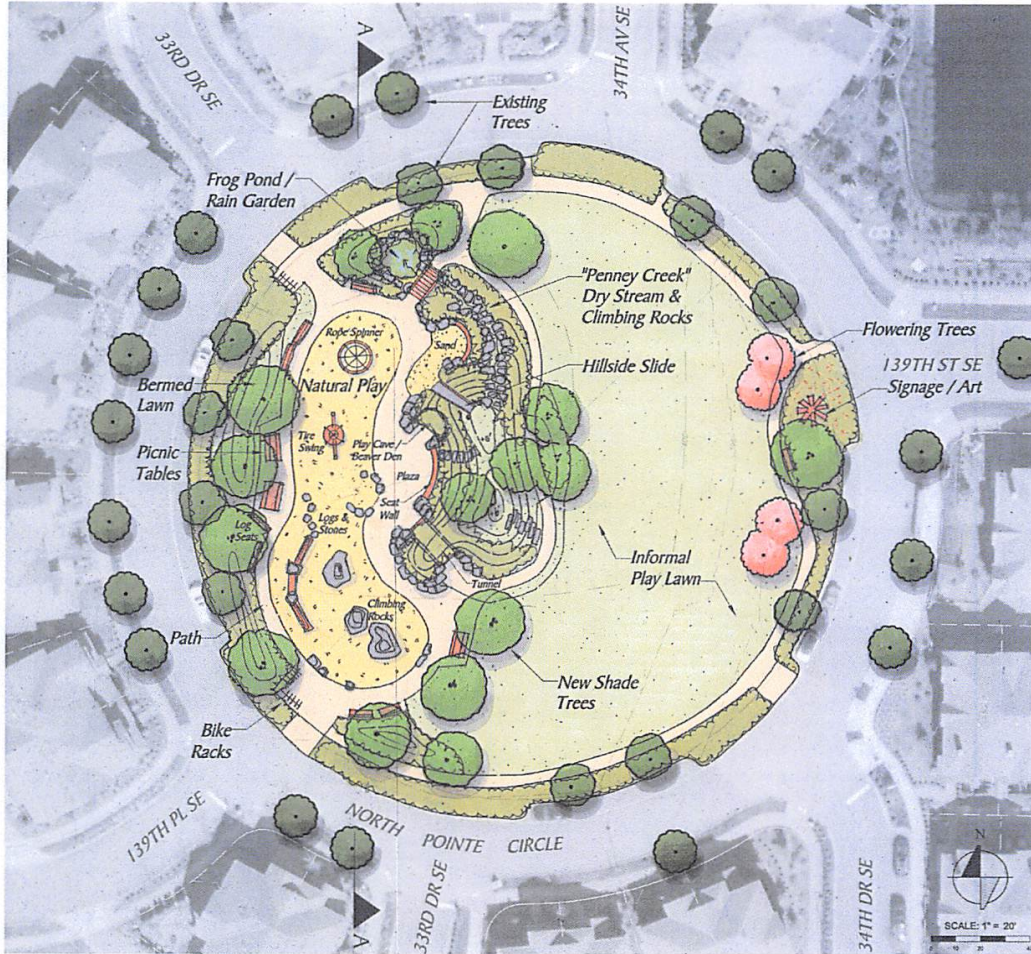
- Natural Play Park Design Concept
- Resolution to award a contract for Landscape Architecture and Engineering Design Services for North Pointe Park
- Breakdown of design costs by major tasks
- Consultant contract

Respectfully Submitted:

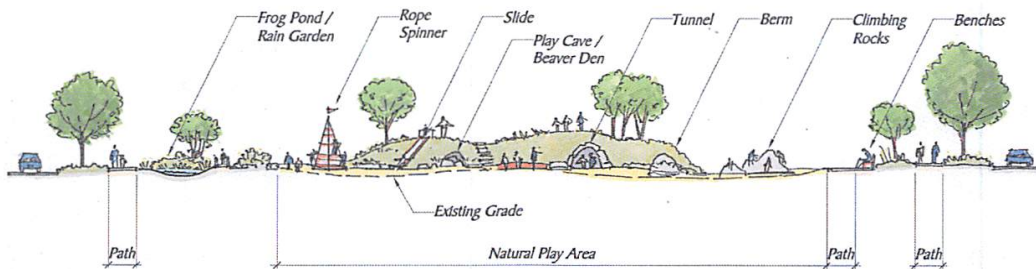


Rebecca C. Polizzotto  
City Manager

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PLAN



SECTION A-A

## North Pointe Park: Concept C - Natural Play Park

CITY OF MILL CREEK, WASHINGTON

June 22, 2016 



**RESOLUTION NO. 2017-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, AWARDED THE CONTRACT FOR LANDSCAPE ARCHITECTURE AND ENGINEERING DESIGN SERVICES FOR THE MILL CREEK NORTH POINTE PARK.**

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WHEREAS, the City of Mill Creek has properly solicited for professional services in accordance with RCW 39.80 for the North Pointe Park Project; and

WHEREAS, the City received statements of qualifications from five companies; and

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

WHEREAS, the cost to complete the consultant design work required under the contract for the North Pointe Park Project exceeds \$50,000; and

WHEREAS, the City Manager has recommended the City Council select Moore Iacofano Goltsman, Inc., as the most qualified consultant team for the North Pointe Park Project; and

WHEREAS, the City Council agrees with and adopts the findings and recommendations set forth in the Agenda Summary memorandum dated January 24, 2017; and

WHEREAS, the City Council has determined that Moore Iacofano Goltsman, Inc. is the most qualified consultant team for the project; and

WHEREAS, the City Council has determined it is in the public interest to award the contract for the project to Moore Iacofano Goltsman, Inc.

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

Section 1. The contract for the North Pointe Park Project is hereby awarded to Moore Iacofano Goltsman, Inc. as the most qualified consultant team. The City Manager is authorized to execute the contract and such other documents as are pertinent to this award.

Section 2. The City Council finds that a need exists to award the contract in a timely manner to ensure the construction of the North Pointe Park Project, and that this Resolution shall therefore be effective immediately upon adoption.

Adopted this 24th day of January, 2017, by a vote of \_\_\_ for, \_\_\_ against, and \_\_\_ abstaining.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SCOTT MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.: 2017-

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**North Pointe Park Final Design: Contract Cost Breakdown By Major Tasks**

	Principal \$225/hr	Senior Engineer & L.A. \$140/hr	Landscape Architect \$115/hr	CAD Tech \$100/hr	Landscape Designer \$85/hr	Project Assistant \$105/hr	Cost By Task	
Initial Mtg & Tasks	225	3,080	2,185	600	510	420	7,020	
60% Plans & Specs	1,125	4,760	4,600	7,400	2,380	0	20,265	
90% Plans & Specs	900	4,340	3,220	5,200	1,530	0	15,190	
100% Plans & Specs	675	2,520	1,495	1,210	1,300	0	7,200	
<b>Subtotals =</b>	<b>2,925</b>	<b>14,700</b>	<b>11,500</b>	<b>14,410</b>	<b>5,720</b>	<b>420</b>	<b>49,675</b>	Total for design tasks
Project Man. & Meetings					(10% of Task Total)		4,968	
Expenses							2,883	
As needed CA support					(not to exceed \$3,000)		3,000	
					<b>Contract total</b>		<b>60,526</b>	

**CONTRACT 2017 –1319**

**CITY OF MILL CREEK  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR NORTH POINTE PARK FINAL DESIGN**

**1. Parties**

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Moore Iacofano Goltsman, Inc., 800 Hearst Avenue, Berkley, California, 94710, (the "Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

**2. Recitals**

2.1 The City provides service to its constituents.

2.2 The City desires to retain the Consultant to perform certain professional landscape architecture and engineering services to prepare the final design and construction documents for the North Pointe Park located at 13901 North Pointe Circle in the City of Mill Creek. (the "Project").

2.3 The City solicited for professional services as required by law, including RCW Chapter 39.80 if applicable.

2.4 The Consultant represents it is available and can provide qualified personnel and facilities necessary to accomplish the services required for the Project within the required time and in accordance with professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

**3. Scope of Work**

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Project" or "Work"). The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

3.2 The City shall make available to the Consultant, without cost, copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. These documents are

available solely as additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work.

**4. Period of Performance**

4.1 Completion Date. All required Work and services specified in the terms and conditions of this Agreement shall be completed by December 1, 2017 unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The City reserves the right to amend this Agreement.

4.2 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant which could not be reasonably anticipated and results in an increase in costs to perform the work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

**5. Administration and Supervision**

5.1 City. The City Engineer or his designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or his designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance. The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Cost Summary the subconsultants who are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical

history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

**6. Changes in Work**

6.1 The City may at any time direct the Consultant to make additions within the general scope of the services or Work, delete portions of the Project, or revise portions of the Work. Any direction from the City to perform work that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 10.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

**7. Responsibility of the Consultant**

**7.1 Standard of Care**

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of

any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Disclosure Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

**8. Deliverables**

8.1 In the performance of this Agreement, the Consultant shall to the extent practicable design and draft specifications that provide for maximum use of structures, machines, products, materials, construction methods, and equipment which are readily available through competitive procurement, through standard or proven production techniques, methods, and processes, or comprise standard material or products identified by the City.

8.2 The Consultant shall not produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a single



source, unless the Consultant has first provided a written justification for the use of a single source and the City concurs.

8.3 The Consultant shall not produce a design or specification which would be restrictive or is written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements (other than those based upon performance), unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, in which case the Consultant shall first provide a written justification for the use of such design or specification and the City concurs.

8.4 When one or more brand names or trade names of comparable quality or utility are listed the words "or approved equal" shall follow the brand name(s) and the salient characteristics shall be identified.

**9. Commencement and Monthly Reports**

9.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

9.2 Monthly Reports. Unless otherwise stated in the Scope of Work, not later than the 10<sup>th</sup> day of each calendar month during the performance of the Project, the Consultant shall submit to the City Engineer a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

**10. Compensation**

10.1 The City will pay the Consultant for authorized and satisfactorily completed work and services in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. The total cumulative payment(s) shall not exceed a maximum amount of Sixty-Thousand-Five-Hundred-Twenty-six Dollars (\$60,526.00) ("Total Price").

10.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work no more frequently than once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to

this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

10.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

10.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

10.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

10.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the Director of Public Works:

10.3.1 Satisfactory completion of all of the Work;

10.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables in both paper and electronic formats as appropriate which are required to be prepared and submitted by the Consultant;

10.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs;

10.4 Release. Acceptance of final payment by the Consultant shall constitute a release of all payment claims against the City arising under or by virtue of this Agreement. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

**11. Termination of Agreement**

11.1 Termination for Default

11.1.1 The City may terminate this Agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

11.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination

and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed services or other work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

11.1.3 Upon receipt of a termination notice the Consultant shall at no additional cost to the City:

11.1.3.1 Promptly discontinue all services affected (unless the notice directs otherwise);

11.1.3.2 Terminate all subcontracts to the extent they relate to the Work terminated; and

11.1.3.3 No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, Official Project Documentation and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

11.2 Termination for Convenience

11.2.1 The City may terminate this Agreement, in whole or in part, for the convenience of the City. The City shall terminate by delivery to the Consultant a Notice of Termination specifying the extent of the termination and the effective date. If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination.

11.2.2 Upon receipt of a termination notice the Consultant shall at no additional cost to the City:

11.2.2.1 Promptly discontinue all services affected (unless the notice directs otherwise);

11.2.2.2 Terminate all subcontracts to the extent they relate to the Work terminated;

11.2.2.3 No later than fifteen (15) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, specifications, calculations, reports, estimates, summaries, Official Project Documentation, other Project documentation, and such other information and materials as the Consultant may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs;

11.2.2.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

**12. Ownership and Use of Documents**

12.1 Reports, studies, drawings, specifications, calculations, or other information developed under the terms of this Agreement shall become the property of the City after full payment to Consultant for their preparation. Any reuse of drawings/plans, specifications, and/or calculations for another project without written verification or adaptation by Consultant will be at the City's sole risk and without liability or legal exposure to Consultant. The City acknowledges that it may receive certain materials from Consultant by way of electronic file and agrees that should it modify such materials in connection with their subsequent use, that Consultant shall bear no responsibility for the contents thereof.

**13. Third-Party Claims and Disputes**

13.1 At the City's request, Consultant will assist the City in review and evaluation claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this section to the extent of such act, omission, negligence or breach.

**14. Audit and Access to Records**

14.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify

work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

14.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

14.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

**15. Legal Relations**

15.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work and services to be performed under this Agreement.

15.2 In performing Work and services hereunder, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

15.3 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

15.4 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

15.5 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This

waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**16. Insurance**

16.1 The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

16.2 16.2 Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

16.3 Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

16.3.1 Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

16.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

16.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

16.3.1 Professional Liability insurance appropriate to the Consultant's profession.

16.4 Minimum Amounts of Insurance - Consultant shall maintain the following insurance limits:

16.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.5 Other Insurance Provision - The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

16.6 Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7 Verification of Coverage - Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

16.8 Notice of Cancellation - The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

16.9 Failure to Maintain Insurance - Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**17. Disputes and Remedies**

17.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the Effective Date.

17.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

17.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

17.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

17.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

**18. Notice**

18.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer  
City of Mill Creek  
15728 Main Street  
Mill Creek, Washington 98012  
425-745-1891 (p)  
425-745-9650 (f)

Margaret Staeheli  
MIG/SvR  
615 Second Avenue, Ste. 280  
Seattle, WA 98104  
206-223-0326 (p)  
206-223-0125 (f)

**19. General Terms**

19.1 Integration. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof and constitutes the entire agreement between the Parties.

19.2 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent.

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



19.4 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 19.4.1 This Agreement;
- 19.4.2 Exhibit A, Scope of Work;
- 19.4.3 Exhibit B, Project Schedule;
- 19.4.4 Exhibit C, Cost Summary;
- 19.4.5 Exhibit D, Key Subconsultant List;
- 19.4.6 Exhibit E, Key Personnel List;
- 19.4.7 Exhibit F, Insurance

19.5 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

**CITY OF MILL CREEK**

**MOORE IACOFANO GOLTSMAN**

\_\_\_\_\_  
Rebecca Pollizzotto, City Manager

\_\_\_\_\_  
Name

Title: \_\_\_\_\_

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

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

Mill Creek Park – North Pointe Park  
 January 17, 2017  
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**Exhibit A: Scope of Work + Project Schedule**

**Project Description**

The City of Mill Creek (Owner) is constructing a natural feature themed playground and associated improvements at North Pointe Park. A conceptual design plan, developed by the City of Mill Creek, is shown in Figure 1 (right).

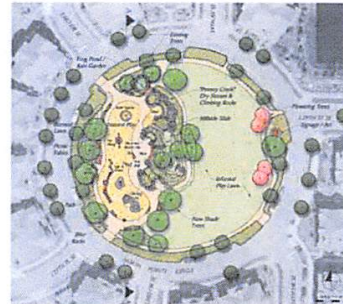


Figure 1: Conceptual design plan for North Pointe Park

**Project Location / Context**

The Project is located entirely within the existing North Pointe Park, which is encircled by the North Pointe Circle roadway (see Figure 2 below). The project’s improvements will be completely within the existing roadway curb and will have no significant impact on the drainage of North Pointe Circle.



Figure 2: Google image of North Pointe Park, encircled by North Pointe Circle.

**Nature of Work**

MIG|SvR will assist the City of Mill Creek by providing:

- Review and confirmation of preliminary cost estimate that was prepared by the City for the preferred conceptual design plan option.
- Develop the final design of the new natural play area and park improvements including construction plans, products, materials and landscaping specifications, all for incorporation into the City’s bidding manual.
- Propose and design cost-efficient solutions to address drainage issues in the existing lawn areas at site.
- Construction cost estimates with the 60%, 90% and final (Bid Set) designs.

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- One presentation to the five-member Mill Creek Design Review Board (DRB) near the 60% plan stage. Several members of the DRB participated with the Parks and Recreation Board in developing the four conceptual designs. The DRB must review and approve the proposed landscaping in the new park.

### Project Schedule

The City proposed the following schedule, subject to revision:

Design Review Board Presentation:	March 16, 2017
60% Submittal:	March 17, 2017
90% Submittal:	April 14, 2017
Final Submittal:	May 5, 2017
Advertise for Bids	May 12, 2017
Bid Opening:	June 22, 2017
City Council Contract Award	July 11, 2017
Start Construction	July 31, 2017
Substantial Completion	October 20, 2017

### Scope of Services

#### **Task 1: Project Management**

**\$4,968**

Project manager will check in with the City of Mill Creek project manager via regular phone calls (weekly, and more frequently as necessary at some points in the project) to ensure expectations and deliverables are being met and project and budget are staying on track. Project team will communicate with appropriate Mill Creek departments as needed to coordinate submittals and permitting requirements.

Subtasks will include:

- Coordination meetings/phone calls with Owner and any subconsultant team members (as needed).
- Define Schedule.
- Update progress on billing, schedule, etc.
- Review of Owner-provided survey, geotechnical report and background materials.

Deliverables:

- Updates on project schedule, budget, etc.
- Scope coordination with other, associated consultants, e.g. geotechnical scoping.

Assumptions:

- The City will bid, evaluate and award the construction contract, as well as perform construction inspection and management functions.
- City staff will obtain all required permits including Conditional Use Permit and other necessary permits (such as SEPA Checklist, etc) for the project, except for the park landscaping approval from the Design Review Board (DRB). See Task 3.

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**Task 2: Onsite Kickoff Meeting and Verification Charrette** **\$7,020**

This will include an on-site kickoff meeting with appropriate city staff, including, but not limited to, the City project manager, public works director, maintenance supervisor. During this kickoff the team will thoroughly review the concept plan and discuss any needed refinements. This will provide the team and the City with a thorough understanding of the site.

This task will also include an initial cost takeoff for all plan improvements from the current concept plan to provide an initial estimate for project costs, commensurate with the level of design and documentation available. This will help drive any necessary refinements to the site plan.

Subtasks will include:

- Initial estimate of probable costs - reviewing/refining existing estimate conducted by the City of Mill Creek to confirm project is within the allocated construction budget.
- Coordinate with Mill Creek staff.
- Prepare agenda and conduct the kickoff, 2-hour verification charrette
- Prepare meeting notes/takeaways/action items.
- Provide recommendations on natural play features that reduce maintenance costs, meet safety requirements, and are relatively easy to specify and construct, including, but not limited to the following:
  - Sand, pebbles or other materials as play area safety surfacing
  - Climbing logs
  - Climbing rocks
  - Slides
  - Tunnels
  - Appropriate vendor-available play apparatus
- Review site drainage with City staff (including geotechnical report and other background material) and discuss potential solutions to existing drainage issues.

Deliverables:

- Charrette preparation/coordination.
- Meeting notes/takeaways/action items.
- Updated initial estimate of probable costs within 2 weeks of design contract award.

Assumptions:

- City will provide existing cost estimate and basis for project for baseline/comparison.
- City will provide meeting facility for kickoff meeting / verification charrette.

**Task 3: 60% Design and DRB Briefing** **\$20,265**

The 60% Design Documentation will advance the design documentation and move concepts forward into Construction Documents (plans and details) with specifications and estimates of

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probable cost. This refined package will document materials, horizontal layout, rough grading and draft details. The draft stormwater report will be done at this time.

The team will present the 60% landscape plan for the park to the City's DRB for their review and approval. This plan will be submitted via MyBuildingPermit.com.

Subtasks will include:

- CAD base plan set up
- Develop 60% material/layout plan, TESC plan, drainage and utility plan, planting plan, grading plan and details
- Complete draft special provisions
- Draft stormwater analysis and report
- Quantity take-offs and estimate of probable costs

Deliverables:

- Presentation to the DRB
- 60% Construction Drawings, including:
  - Cover Sheet
  - Notes Sheet(s)
  - Demo/TESC Plan
  - Draft Grading Plan
  - Materials and Layout Plan
  - Drainage/Utilities Plan
  - Planting Plan
  - Planting Schedule and Details
  - Site Details, including natural play elements (2-3 sheets)
- Draft Special Provisions
- Draft Stormwater Report (TIR), using the 2005 DOE Manual
- 60% Design Estimate of Probable Construction Cost (WSDOT bid tab format)

Design Documentation Assumptions (Tasks 3, 4, 5):

- Project will comply with current (January 2017) City of Mill Creek Stormwater Management Development Standards using the 2005 Ecology Manual and Appendix 1 of the 2012 NPDES Phase 2 Permit.
- Cost documentation will be done via WSDOT bid tab standard format (reference WSDOT standard specifications where applicable; provide itemized cost estimate and bid form input based on pay items). This Bid Form will include any items associated Division 1 pay items as directed by Mill Creek.
- MIG|SvR will provide Draft WSDOT Special Provisions for Divisions 2 – 9 as needed to meet Project Design and Construction needs. Mill Creek will provide Division 1 Special Provisions and any additional documentation required for construction contracting and oversight.
- Where possible and appropriate, MIG|SvR will use Mill Creek and/or WSDOT standard plans.

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- The City will provide an AutoCAD topographic survey locating all significant physical features. MIG|SvR will provide a survey checklist outlining our requirements.
- No electrical engineering/documentation is anticipated. Will be additional services if required.
- City staff to research and document irrigation POC and negotiate with HOA as needed regarding water source/costs. City to provide irrigation standards to be used for project. Assumes irrigation controller will not need to be replaced/upgraded. Irrigation design to be developed as design-build. MIG will provide necessary documentation for an irrigation design-build contractor to meet clear performance standards for a restored irrigation system for the renovated North Pointe Park. This documentation may include a design/build irrigation special provision and/or a design/build zoning plan.
- No traffic control or roadway/pavement restoration plans are anticipated.
- The 60% submittal will incorporate feedback and direction received at the project kickoff meeting and verification charrette. The design phase will include two rounds of review and comment by the City: the 60% and 90% submittals will be followed by a brief review period by City staff, to be coordinated by the City's project manager. DRB comments and City comments on the 60% submittal will be incorporated into the 90% submittal; and City comments on the 90% submittal (to include any permitting comments) will be addressed in Bid submittal. City to compile/consolidate review comments for each round and provide to MIG|SvR in a single transmittal.
- AutoCAD 2007 file provided for layout of civil utilities and horizontal hardscape layout shown on plan view for construction. Contractor will be responsible for signing release form for CAD files.
- Assumes the CAD, 24x36 landscape plan associated with the 60% landscape package will be provided to the City as the primary graphic support for the DRB presentation. No standalone graphic exhibits (e.g. a rendered plan) will be prepared for 60% design presentation to DRB. Presentation will be based on CAD documentation to save project budget.

#### **Task 4: 90% Design**

**\$15,190**

The 90% Design Documentation will advance the design documentation, incorporating both City and DRB comments as appropriate, and move them forward into Construction Documents with specifications and estimates of probable cost. This refined package will document materials, horizontal layout, grading and details. The final stormwater report will be submitted.

Subtasks will include:

- Plan and detail drawing and specification updates to respond to 60% comments.
- Develop 90% Construction Document set.
- Update Draft Divisions 2 – 9 Special Provisions.
- Complete Stormwater Report (TIR).
- Update quantity take-offs and estimate of probable costs.

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Mill Creek Park – North Pointe Park  
January 17, 2017  
Page 6 of 7



Deliverables:

- 90% Construction Drawings, including:
  - Cover Sheet
  - Notes Sheet(s)
  - Demo/TESC Plan
  - Grading Plan
  - Materials and Layout Plan
  - Drainage/Utilities Plan
  - Planting Plan
  - Planting Schedule and Details
  - Site Details (2-3 sheets)
  - Irrigation Plan (zones)
  - Irrigation Details (standard)
- 90% Special Provisions
- Final Stormwater Report
- 90% Design Estimate of Probable Construction Cost (WSDOT bid tab format)

**Task 5: 100% Construction Documents/Bid Set**

**\$7,200**

The 100% Design Documentation will result in final Construction Documents with specifications and estimates of probable cost appropriate for use in project bidding. This refined package will document materials, horizontal layout, rough grading and necessary construction details.

Subtasks will include:

- Plan and detail drawing and specification updates to respond to 90% comments.
- Finalize material/layout plan, TESC plan, utility plan, planting plan, grading plan and construction details
- Final special provisions
- Quantity take-offs and estimate of probable costs

Deliverables:

- 100% Construction Drawings, including:
  - Cover Sheet
  - Notes Sheet(s)
  - Demo/TESC Plan
  - Grading Plan
  - Materials and Layout Plan
  - Drainage/Utilities Plan
  - Planting Plan
  - Planting Schedule and Details
  - Site Details (2-3 sheets, including natural play features)
  - Irrigation Plan (zones)

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Mill Creek Park – North Pointe Park  
January 17, 2017  
Page 7 of 7



- Irrigation Details (standard)
- Final Special Provisions
- Final Estimate of Probable Construction Cost (WSDOT bid tab format)

Assumptions:

- City comments provided for 90% Design submittal will provide input for final Construction Document package to be used for bidding.
- A CAD file will be provided for the Contractor for use in construction layout after selection and contract award.

**Task 6: Limited Bid Support/Construction Administration (T+M NTE) \$3,000**

On a limited, time and materials basis, MIG|SvR is available to assist the City of Mill Creek in construction administration. This work, which may include some/all of the subtasks below, will not exceed the task fee listed above.

- Responding to RFIs
- Reviewing submittals as requested
- Assist PM in answering questions as needed
- Attending on site PM meetings

Assumptions:

- Record Drawings, if required, to be provided on a time & materials basis, and based on complete markups provided by Contractor.

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**EXHIBIT B  
PROJECT SCHEDULE**

<b>Kick-off Meeting:</b>	<b>on or before February 17, 2017</b>
<b>60% Plan Submittal</b>	<b>on or before March 17, 2017</b>
<b>90% Plan Submittal</b>	<b>on or before April 14, 2017</b>
<b>Final Plan Submittal</b>	<b>on or before May 5, 2017</b>

EXHIBIT C

City of Mill Creek - North Pointe Park Landscape Design Fee Estimate for 60% Design through Construction Document Package											
											1/17/2017
 											
Scope of Work	Total	Principal	Senior LA III	Senior Engr II / Senior LA II/Engr V	Sr LA I / Engr III/IV	LA II / Sr Project Assistant	Sr Technician II / LA II / Engr II	Landscape Architect I	Tech Designer I / CAD Technician	Landscape Designer	Project Assistant
		\$ 225.00	\$ 160.00	\$ 150.00	\$ 140.00	\$ 120.00	\$ 115.00	\$ 110.00	\$ 100.00	\$ 85.00	\$ 105.00
<b>Task 1: Project Management</b>	10% of task fees listed below										
<b>Total Fee - Project Management</b>	<b>\$ 4,968</b>										
<b>Task 2: Onsite Kickoff and Charrette</b>											
Project Set Up											4
Review existing cost estimate					3.0		2.0				
Coordination with CoMC staff					1.0		1.0				
Review natural play feature and surfacing options to provide input at meeting (incl. rough costs)					2.0		6.0				
Prepare agenda and conduct on-site Kickoff meeting / charrette					8.0		4.0				
Review drainage concerns and opportunities to address them with City staff					4.0		1.0				
Prepare meeting notes					1.0		2.0				
Update estimate of probable cost		1.0			3.0		3.0		6.0	6.0	
<b>Total Hours - Onsite Kickoff and Charrette</b>	<b>58.0</b>	<b>1.0</b>			<b>22.0</b>		<b>19.0</b>		<b>6.0</b>	<b>6.0</b>	<b>4.0</b>
<b>Total Fee - Onsite Kickoff and Charrette</b>	<b>\$ 7,020.00</b>	<b>\$ 225.00</b>			<b>\$ 3,080.00</b>		<b>\$ 2,185.00</b>		<b>\$ 600.00</b>	<b>\$ 510.00</b>	<b>\$ 420.00</b>
<b>Deliverables: Meeting preparation/coordination; Meeting notes with action takeaways/action items; Updated cost estimate</b>											
<b>Task 3: 60% Design and DRB Briefing</b>											
Coordination with Owner/Permitting Agency					4.0		6.0				
Set up CAD drawings, bring in standard details		1.0							4.0		
Demo / TESC Plan & Details					2.0				5.0		
Drainage and Utility Plan & Details					6.0				5.0		
Grading Plan					4.0		6.0		8.0		
Paving and Site Materials Plan & Details					2.0		2.0		2.0	4.0	
Specialty Details (Play Features etc)					2.0		4.0			8.0	
Planting Plan & Details							2.0			12.0	
Estimate of Probable Cost					2.0		6.0		2.0	4.0	
Draft Special Provisions (to Std Specifications)					4.0		12.0		8.0		
Draft Stormwater Analysis & Report					6.0				40.0		
QA/QC		4.0									
Support for Permit Applications (Conditional Use, Drainage, SEPA, etc)					2.0		2.0				
<b>Total Hours - 60% Design and DRB Briefing</b>	<b>181.0</b>	<b>5.0</b>			<b>34.0</b>		<b>40.0</b>		<b>74.0</b>	<b>28.0</b>	
<b>Total Fee - 60% Design and DRB Briefing</b>	<b>\$ 20,265.00</b>	<b>\$ 1,125.00</b>			<b>\$ 4,760.00</b>		<b>\$ 4,600.00</b>		<b>\$ 7,400.00</b>	<b>\$ 2,380.00</b>	
<b>Deliverables: 60% Design Construction Drawings; Draft Special Provisions; 60% Design Construction Cost Estimate; Draft Stormwater Report (TIR); DRB</b>											
<b>Task 4: 90% Design</b>											
Coordination with Owner/Permitting Agency					2.0		6.0				
Site Visit for Final Field Confirmations							4.0				
Demo / TESC Plan & Details					1.0				4.0		
Drainage and Utility Plan & Details					6.0		2.0		3.0		
Grading Plan					4.0		4.0		2.0		
Paving and Site Materials Plan & Details					3.0		3.0		2.0		
Specialty Details (Play Features etc)					2.0		2.0		3.0	4.0	
Planting Plan & Details					1.0		2.0			6.0	
Estimate of Probable Cost					2.0		2.0		4.0	4.0	
Revise Special Provisions (to Std Specifications)					2.0		2.0		4.0	4.0	
FINAL Stormwater Analysis & Report					8.0		1.0		30.0		
QA/QC		4.0									
<b>Total Hours - 90% Design</b>	<b>133.0</b>	<b>4.0</b>			<b>31.0</b>		<b>28.0</b>		<b>52.0</b>	<b>18.0</b>	
<b>Total Fee - 90% Design</b>	<b>\$ 15,190.00</b>	<b>\$ 900.00</b>			<b>\$ 4,340.00</b>		<b>\$ 3,220.00</b>		<b>\$ 5,200.00</b>	<b>\$ 1,530.00</b>	
<b>Deliverables: 90% Design Construction Drawings; 90% Special Provisions; 90% Design Construction Cost Estimate; Final Stormwater Report (TIR)</b>											
<b>Task 5: 100% Construction Documents / Bid Set</b>											
Coordination with Owner					4.0		4.0				
Demo / TESC Plan & Details					1.0				2.0		
Drainage and Utility Plan & Details					2.0				2.0		
Grading Plan					2.0		2.0		2.0		
Paving and Site Materials Plan & Details					2.0		2.0		2.0		
Specialty Details (Play Features etc)					2.0		2.0	3.0	2.0		
Planting Plan & Details					1.0		1.0		3.0		
Estimate of Probable Cost					3.0		1.0		3.0	1.0	
Final Special Provisions (to Std Specifications)					1.0		1.0		2.0	2.0	
QA/QC		3.0									
<b>Total Hours - 100% CD's / Bid Set</b>	<b>58.0</b>	<b>3.0</b>			<b>18.0</b>		<b>13.0</b>		<b>13.0</b>		
<b>Total Fee - 100% CD's / Bid Set</b>	<b>\$ 7,200.00</b>	<b>\$ 675.00</b>			<b>\$ 2,520.00</b>		<b>\$ 1,485.00</b>	<b>\$ 1,210.00</b>	<b>\$ 1,300.00</b>		
<b>Deliverables: 100% Design (Bid Set) Construction Drawings; Final Special Provisions; Estimate of Probable Construction Cost; Addendum to Bid Package</b>											
<b>Task 6: Limited Construction Administration</b>	(T+M NTE; length TBD)										
<b>Total Fee - Limited Construction Admin.</b>	<b>\$ 3,000.00</b>										
<b>Deliverables:</b>											
<b>Summary of Basic Design Fees by Phase</b>											
Task 1: Project Management	\$ 4,967.50										
Task 2: Onsite Kickoff and Charrette	\$ 7,020.00										
Task 3: 60% Design and DRB Briefing	\$ 20,265.00										
Task 4: 90% Design	\$ 15,190.00										
Task 5: 100% Construction Documents / Bid Set	\$ 7,200.00										
Task 6: Limited Construction Administration	\$ 3,000.00										
<b>Total Basic Services</b>	<b>\$ 57,642.50</b>										
Expenses	\$ 2,883.00										
<b>Total Basic Services Including Expenses</b>	<b>\$ 60,525.50</b>										
Checked by: MRS											

F:\FEES & SCOPES\R2016\Mill Creek North Pointe Park\North Pointe Park Fee Estimate Rev2.xlsx\A Master

**EXHIBIT D  
SUBCONSULTANTS**

**NONE**

**EXHIBIT E**

**KEY PERSONNEL**

**Brice Maryman, PLA – Project Manager & Landscape Architect**

**Justin Martin, PLA – Landscape Architect**

**Lolly Kunkler, PE – Civil Engineer**



Date: January 24, 2017

Payroll Check Batches		
Dated	Check Numbers	Amount
01/10/2017	ACH Automatic Deposit Checks	\$137,479.83
01/10/2017	ACH Wire- FWT & Medicare Taxes	\$27,436.58
01/11/2017	ACH Wire MEBT- Wilmington Trust	\$22,981.64
01/10/2017	ACH Wire- ICMA RC- Def. Comp	\$995.36
01/10/2017	ACH Wire- BAC- Flex Spending Acct	\$936.16
01/10/2017	ACH Wire- MCPD Guild Dues	\$1,940.00
01/10/2017	ACH Wire- United Way Donations	\$488.26
<b>Total</b>		<b>\$192,257.83</b>

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 \$192,257.83.

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#:2      Pay Date:01/10/2017      P/E Date:12/31/2016  
 Qtr/Year:1/2017      Run Time/Date:18:42:49 PM EST 01/06/2017

<b>Taxes Debited</b>	Federal Income Tax	21,720.12		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,858.13		
	Medicare - ER	2,858.13		
	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		
		<b>Total Taxes Debited</b>	<b>27,436.38</b>	
<b>Other Transfers</b>	Full Service Direct DepositAcct. No.000060104700Tran/ABA125000024	137,479.83		
	<b>Total Amount Debited From Your Account</b>		<b>164,916.21</b>	<b>Total Liability 164,916.21</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		<b>164,916.21</b>
	Adjustments/Prepay/Voids	0.00		<b>164,916.21</b>
<b>Taxes- Your Responsibility</b>	None this payroll			<b>164,916.21</b>

**Payment Details Report**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/11/2017 4:22:54 PM CST

**Domestic High Value (Wire)**  
**Payment Category:** Urgent/Wire

**Status:** Confirmed by Bank  
**Transaction Number:** 171BH1945CI00E07

**Template Name:** WILTRUST  
**Template Code:** WILTRUST

**Debit Account Information**

**Debit Bank:** ██████████  
**Debit Account:** ██████████  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

**Beneficiary Name:** MATRIX TRUST COMPANY  
**Beneficiary Address:** NA  
**Beneficiary City:** NA  
**Beneficiary Postal Code:** NA  
**Beneficiary Country:** US - United States of America

**Beneficiary Account:** ██████████  
**Beneficiary Bank ID:** ██████████  
MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America  
**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 22,981.64

**Value Date:** 01/11/2017

**Optional Information**

**Sender's Reference Number:** CITY MILL CREEK

**Beneficiary Information:** City of Mill Creek n3177e

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankotke  
**Approved:** sankotke  
**Initial Confirmation:** WTX:2017011100373318  
**Confirmation #:** FEDR:20170111B6B7HU2R013141

**Input Time:** 01/11/2017 4:20:08 PM CST  
**Time:** 01/11/2017 4:22:21 PM CST

**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/10/2017 5:05:58 PM CST

**Domestic High Value (Wire)**  
**Payment Category:** Urgent/Wire

**Status:** Processing by Bank  
**Transaction Number:** 171AH57232Q01G87

**Template Name:** ICMA 457 Plan  
**Template Code:** ICMA

**Debit Account Information**

**Debit Bank:** ██████████  
**Debit Account:** ██████████  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

**Beneficiary Name:** ICMA RC  
**Beneficiary Address:** P.O. Box 64553  
**Beneficiary City:** Baltimore  
**Beneficiary Postal Code:** 21264-4553  
**Beneficiary Country:** US - United States of America

**Beneficiary Account:** ██████████  
**Beneficiary Bank ID:** ██████████  
MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America

**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 995.36

**Value Date:** 01/11/2017

**Optional Information**

**Sender's Reference Number:** 302029

**Beneficiary Information:** City of Mill Creek 302029

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke  
**Approved:** sankottke  
**Initial Confirmation:** WTX:2017011000379484

**Input Time:** 01/10/2017 4:57:45 PM CST  
**Time:** 01/10/2017 5:05:40 PM CST



RptBatchSumView - Internet Explorer  
 https://cpo.ach.bankofamerica.com/wcmpr/rptbatchsumview.jsp?source=BATCHSUMMARY&ESURT=36B26299702BF7B9A9D7D1857F7717B00E6A19E1E52D82DC548F94BD013B83D3

ACH Cash Pro Online  
 City of Mill Creek

Report Date: 01/10/2017  
 Report Time: 04:53:20 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01  
 ACH ID: 291222895  
 Application Name: CCD Payments and Collections  
 Batch Status: Released  
 Released By: SANKOTTKE

Effective Date: 01/11/2017  
 Batch Sequence: 1  
 Database Name: BAC  
 Created By: SANKOTTKE

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
BAC	BENEFIT ADMIN C	\$938.16	C	126108300	310005600	C	
		<u>Total Amount in Batch</u>				<u>Total Count in Batch</u>	
	Debits						0
	Credits						1
	Prenotes						0
		<u>Grand Total Amount</u>				<u>Grand Total Count</u>	
	Debits						0
	Credits						1
	Prenotes						0

Help Print Close

85%

2:53 PM  
1/10/2017

**Payment Approval Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 01/10/2017 5:05:58 PM CST

**Domestic High Value (Wire)**  
Payment Category: Urgent/Wire

Status: Processing by Bank  
Transaction Number: 171AH58489A01323

Template Name: GUILD DUES  
Template Code: GUILD

**Debit Account Information**

Debit Bank: ██████████  
Debit Account: ██████████  
Debit Account Name: Treas Checking  
Debit Currency: USD

**Beneficiary Details**

Beneficiary Name: Mill Creek Police Officer Guild  
Beneficiary Address: PO Box 13261  
Beneficiary City: Mill Creek  
Beneficiary Postal Code: 98082  
Beneficiary Country: US - United States of America

Beneficiary Account: ██████████  
Beneficiary Bank ID: ██████████  
BANK OF AMERICA, NA  
1424 164TH ST SW  
LYNNWOOD  
US - United States of America

Beneficiary Email:  
Beneficiary Mobile Number:

**Payment Details**

Credit Currency: USD  
Credit Amount: 1,940.00

Value Date: 01/11/2017

**Optional Information**

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

**Additional Routing**

Intermediary Bank ID:

Receiver Information:

**Control Information**

Input: sankotke  
Approved: sankotke  
Initial Confirmation: WTX:2017011000379482

Input Time: 01/10/2017 4:58:55 PM CST  
Time: 01/10/2017 5:05:40 PM CST

**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/10/2017 5:05:58 PM CST

**Domestic High Value (Wire)**  
**Payment Category:** Urgent/Wire

**Status:** Processing by Bank  
**Transaction Number:** 171AI0027Q601Q02

**Template Name:** United Way  
**Template Code:** United Way

**Debit Account Information**

**Debit Bank:** ██████████  
**Debit Account:** ██████████  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

**Beneficiary Name:** United Way of Snohomish County  
**Beneficiary Address:** 3120 McDougall Ave, STE 200  
**Beneficiary City:** Everett  
**Beneficiary Postal Code:** 98201  
**Beneficiary Country:** US - United States of America

**Beneficiary Account:** ██████████08  
**Beneficiary Bank ID:** ██████████  
UNION BANK, N.A.  
30343 CANWOOD ST, STE 100  
AGOURA HILLS  
US - United States of America  
**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 488.26

**Value Date:** 01/11/2017

**Optional Information**

**Sender's Reference Number:** 171AI0027Q601Q02

**Beneficiary Information:** United Way from City of Mill Creek

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke  
**Approved:** sankottke  
**Initial Confirmation:** WTX:2017011000379483

**Input Time:** 01/10/2017 5:00:36 PM CST  
**Time:** 01/10/2017 5:05:40 PM CST



Date: January 24, 2017

Payroll Check Batches		
Dated	Check Numbers	Amount
01/10/2017	ACH Automatic Deposit Checks	\$137,479.83
01/10/2017	ACH Wire- FWT & Medicare Taxes	\$27,436. <del>5838</del>
01/11/2017	ACH Wire MEBT- Wilmington Trust	\$22,981.64
01/10/2017	ACH Wire- ICMA RC- Def. Comp	\$995.36
01/10/2017	ACH Wire- BAC- Flex Spending Acct	\$936.16
01/10/2017	ACH Wire- MCPD Guild Dues	\$1,940.00
01/10/2017	ACH Wire- United Way Donations	\$488.26
<b>Total</b>		<b><u>\$192,257.63</u></b> <b><u>192,257.83</u></b>

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 \$192,257.~~8363~~.

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

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

*E. Severay*  
\_\_\_\_\_  
Finance Director *Accountant*

*Rebecca C. Pelegatti*  
\_\_\_\_\_  
City Manager



**CITY COUNCIL MINUTES**

November 22, 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

**November 22, 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 Acting Deputy City Clerk with all Councilmembers present.

**AUDIENCE COMMUNICATION:**

Mary Kay Voss  
15226 12<sup>th</sup> Drive SE  
Mill Creek, Washington 98012

Ms. Voss lives in the Cypress sub-division. She discussed concerns about the largest number of employee turnover in over thirty years happening in the last eighteen months. Ms. Voss requested the City hire an independent investigative firm on behalf of the citizens of Mill Creek to investigate the reasons for the recent employee departure. She also asked that the investigator's report be shared in a public meeting instead of an executive session. Ms. Voss asked if any councilmembers had asked exiting employees why they were leaving, as she was not aware that exit interviews had been conducted.

Lynn Sordel  
15229 3<sup>rd</sup> Drive SE  
Mill Creek, WA 98012

Mr. Sordel lives in the River Crossing sub-division. He voiced his support for the Council to hire an independent firm for the purpose of conducting a comprehensive investigation into the ongoing employee turmoil. Mr. Sordel asked the Council to order this investigation immediately in order to sort out the truth in a transparent fashion, and put the issue to rest. He expressed concerns about legal and financial risks if an investigation is not started, and the costs and ability to backfill the loss of institutional knowledge and experience.

Council Meeting Minutes  
November 22, 2016  
Page 2

Barbara Heidel  
1401 144<sup>th</sup> Place SE  
Mill Creek, WA 98012

Ms. Heidel lives in the Holly sub-division. She thanked the Parks & Recreation Department for an excellent Veterans Day Parade. Ms. Heidel also asked the Council to carefully examine each piece of the budget instead of approving every piece as presented.

David Wood  
14904 21<sup>st</sup> Drive SE  
Mill Creek, WA 98012

Mr. Wood lives in the Evergreen sub-division. He shared with the Council that this was the last meeting of City staff member Michele Miller, a 22 year veteran of the City's Building Department. Mr. Wood thanked Michele for her dedicated public service and expressed how much the community will miss her. He described Michele as patient, helpful and pleasant, and wished her great success in her future. He then expressed concerns about aging infrastructure in the City, supporting senior services, the library, etc., and asked the Council to consider adding a utility tax to help close the gap between revenues and expenditures.

Karen Brandon  
15907 24<sup>th</sup> Court SE  
Mill Creek, WA 98012

Ms. Brandon lives in the Heatherstone sub-division. She discussed the role of government in a community, and applauded the City Manager for building a budget without using one-time money for ongoing expenses. Ms. Brandon then expressed concern regarding the treatment of the City's employees and the related loss of such a large number; with more on their way. She was very concerned about a statement by Councilmember Bond that employees should leave if they're not happy here. Ms. Brandon said that hiring an independent reviewer at this point is absolutely essential for the City. She asked the Council to consider why these same employees would stay through multiple city managers, but are leaving now.

Pam Olson  
17420 Woodland Drive  
Bothell, WA 98012

Ms. Olson discussed an article by the editor in the Mill Creek Beacon where Councilmember Bond was quoted as saying that he has tried to reach out to former employees as they left employment with the City. Ms. Olson shared that Councilmember Bond did not try to contact her before or after she left her employment.

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Karen Wertz  
1800 Mill Creek Road  
Mill Creek, WA 98012

Ms. Wertz lives in the Miller's Village sub-division. She shared that she was appalled at what she read in the Mill Creek View and Mill Creek Beacon. She also shared that Michele Miller was the first person she worked with at the City, and her interaction was excellent. Ms. Wertz spoke to knowing how employees react when they don't feel appreciated, or communicated with, and how that can affect their job performance. Ms. Wertz asked the Council to remember how to treat employees, in order to stop losing the experience and expertise of their staff.

Chuck Wright  
15907 24<sup>th</sup> Court SE  
Mill Creek, WA 98012

Mr. Wright lives in the Heatherstone sub-division. He shared that he knows the Council wouldn't like to be treated the way their employees appear to be treated.

**NEW BUSINESS:**

Appointment to the Planning Commission  
(City Council)

The following agenda summary information was presented:

There is currently one mid-term vacancy on the Planning Commission, created by the resignation of Commissioner Blair. Notices soliciting a new member were posted at City Hall, on the City's website and press releases were sent to the local newspapers.

Two individuals provided written responses to the notice for the vacant position on the Planning Commission. Interviews are scheduled with the Council Interview Committee at 5:25 p.m. on Tuesday before the Council meeting.

Discussion

Mayor Pro Tem Holtzclaw explained that the Council Interview Committee met with two very qualified candidates, and appreciated the time and effort put in by both candidates. The Committee recommends appointing Mr. Maloney to fill the vacancy in the Planning Commission.

**MOTION: Mayor Pro Tem Holtzclaw made a motion to appoint Steven M. Maloney to fill the vacancy on the Planning Commission for the remaining term, Councilmember Todd seconded the motion. The motion passed unanimously.**

Proposed 2017-2018 Biennial Budget  
(Rebecca C. Polizzotto, City Manager)

Terry Ryan, Snohomish County Councilmember District 4, thanked the City Manager for reaching out to Snohomish County for assistance with funding improvements to the Mill Creek Sports Park. He shared that an Inter-local Agreement is being prepared for the \$100,000 grant being provided by Snohomish County to the City for this purpose.

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Discussion

City Manager Polizzotto proposed a balanced 2017-2018 budget to the Council that eliminated the City's deficit spending. She reviewed the Transmittal Letter provided for this purpose. The Council was very impressed with how the budget was put together and encouraged the public to review it, along with the Transmittal Letter, if they were interested.

The Council discussed possible funding for the Snohomish County Health District in 2017 and 2018. Councilmember Todd asked for details on this and other similar line items before the next council meeting. Councilmember Michelson asked Health Department representatives for details of commitments made from other cities, and asked for a copy of their budget to be forwarded for review. Representatives agreed to provide this information to staff before the next meeting for the Council's review. Councilmember Michelson suggested considering the Council Contingency Fund as a possible funding source.

The Council invited the public to attend the Public Hearing on December 6, 2016 to provide any input they have.

**PUBLIC HEARING:**

Property & EMS Tax Levy Public Hearing  
(*Rebecca C. Polizzotto, City Manager*)

Mayor Pruitt opened the public hearing at 7:54 p.m.

**MOTION: Mayor Pruitt made a motion to approve Ordinance #2016-808, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, LEVYING REGULAR PROPERTY TAXES UPON ALL PROPERTY, INCLUDING REAL, PERSONAL AND UTILITY SUBJECT TO TAXATION, WITHIN THE CORPORATE LIMITS OF THE CITY OF MILL CREEK, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2017. Councilmember Michelson seconded the motion. The motion passed unanimously.**

Randy Fay – Fire District 7 Commission

Mr. Fay thanked the citizens for passing the EMS levy and shared that the Fire Department looks forward to providing excellent service.

**MOTION: Councilmember Cavaleri made a motion to approve Ordinance #2016-809, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, LEVYING ADDITIONAL AND INCREASED EMERGENCY MEDICAL SERVICES PROPERTY TAXES UPON ALL PROPERTY, INCLUDING REAL, PERSONAL AND UTILITY, SUBJECT TO TAXATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MILL CREEK, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2017. Councilmember Todd seconded the motion. The motion passed unanimously.**

Mayor Pruitt closed the public hearing at 8:02 p.m.



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**CONSENT AGENDA:**

Approval of Checks #56177 through #56250 and ACH Wire Transfers in the Amount of \$1,168,732.65.

*(Audit Committee: Councilmember Bond and Councilmember Michelson)*

Payroll and Benefit ACH payments in the amount of \$270,736.09.

*(Audit Committee: Councilmember Bond and Councilmember Michelson)*

City Council Meeting Minutes of November 1, 2016

City Council Meeting Minutes of November 8, 2016

There were no exceptions from the audit committee.

**MOTION: Councilmember Michelson made a motion to approve the consent agenda, Councilmember Bond seconded the motion. The motion passed unanimously.**

**REPORTS:**

Mayor Pruitt attended the grand opening of Primrose School of Mill Creek's Daycare Education Center where the Building Manager shared their appreciation for City staff's assistance during their opening. The Mayor said she was thrilled with the budget and thinks the City has a bright future.

Mayor Pro Tem Holtzclaw addressed public comments from the beginning of the meeting, and his desire to have the Council, City Manager, staff and citizens working together towards a common goal of what is in the best interest of the City. He recalled being presented a budget two years ago that had a 3.4 million dollar deficit and a projection of City reserves being depleted by 2018 or 2019. Tonight, the Council was presented with a balanced budget which included the lowest tax increase in 6 years and an increase to the reserves in the next few years. Mayor Pro Tem Holtzclaw discussed the amazing accomplishments made by the City Manager and her staff in the last 18 months including: a reorganization of existing staff and space to solve working conditions and overall space planning concerns; concerns regarding the City's records system; a review of City operations and adoption of LEAN philosophies; and overall staff empowerment. He is troubled by the complaints against the City Manager and Council being commonly accepted as true without fact checking, as well as the overall timing of the complaints (on the eve of upcoming AFSCME negotiations). Members of the Council, including himself, are aware of the facts and circumstances of what is going on in the City and with the City Manager, and he is bothered by accusations that they have their heads in the sand. Mayor Pro Tem Holtzclaw is personally comfortable with what he knows, and the situation does not warrant putting the City Manager on leave and spending tens of thousands of dollars on any kind of independent investigation. He does not want to divert the attention of the City from the important things on the horizon, such as the fire contract, AFSCME negotiations and setting priorities for the City in the coming years. Above all, Mayor Pro Tem Holtzclaw is mostly troubled that instead of discretely dealing with concerns through established grievance and unfair labor practice procedures, individuals have chosen to express them in a public forum. He feels City Manager Polizzotto has been unfairly tarnished by the public nature of the complaints made, and the Council is now being demanded to pay to exonerate her. It seems the City Manager is being presumed guilty until proven innocent, which seems to be the opposite of how it should be.

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Mayor Pro Tem Holtzclaw shared a letter he had prepared, and asked all other councilmembers to consider signing it. All councilmembers signed the letter, excluding Councilmember Michelson; a copy is included with these minutes.

Councilmember Bond thanked everyone for sharing their thoughts and concerns with the Council. He advised he would be signing Mayor Pro Tem Holtzclaw's letter. He also thanked current and former employees, Michele Miller and Pam Olson, for their hard work and years of service; further stating that they would be missed.

**MOTION: At 8:30 p.m., Councilmember Todd made a motion to extend the meeting to 9:00 p.m., Councilmember Bond seconded the motion. The motion passed unanimously.**

Councilmember Kelly thanked Mayor Pro Tem Holtzclaw and Councilmember Bond for stating what he was thinking, and advised that he would be signing Mayor Pro Tem Holtzclaw's letter.

Councilmember Cavaleri also thanked Mayor Pro Tem Holtzclaw and Councilmember Bond for their thoughts, and advised that he would be signing Mayor Pro Tem Holtzclaw's letter as well. He apologized to City Manager Polizzotto for not being more vocally supportive of her, and explained that it's important to let things play out sometimes without buying into mob-mentalities. Councilmember Cavaleri thanked staff for presenting a balanced budget, with a tax increase that is lower than the level it could have been.

Councilmember Michelson stated that City Manager Polizzotto has made amazing accomplishments, including the budget, however she would not be signing Mayor Pro Tem Holtzclaw's letter until the personnel issues are resolved. Councilmember Michelson read a statement into the record to this effect, and stated that the Council needs to know whether the allegations against City Manager Polizzotto are founded or unfounded.

**MOTION: Councilmember Michelson made a motion to reinstate the Personnel Review Committee, with the task of bringing suggested solutions to the personnel issues back to the Council. Without a second, the motion died.**

Councilmember Todd stated that he heard what the community was saying. He discussed the role of the Council in the audience communication portion of the meetings, and shared that it wasn't necessarily appropriate for the Council to respond or answer questions posed during this period. Councilmember Todd thanked Snohomish County Councilmember Terry Ryan for assisting in obtaining the grant for improvements to the Mill Creek Sports Park.

**AUDIENCE COMMUNICATION:**

Thomas Hammacher  
1324 Mill Creek Blvd.  
Mill Creek, WA 98012

Mr. Hammacher lives in the Mill Apartments. He said that he had heard the hurt feelings and attempts to defend by the Council. He shared that the citizens find the Council responsible for all

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staff members, not just the City Manager, and that Mill Creek isn't big enough for this much separation between the Council and its employees. Mr. Hammacher suggested the Council listen to the remaining employees of the City so the current concern and unrest doesn't turn into a "cancer" that could cause a bigger problem.

Chuck Wright  
15907 24<sup>th</sup> Court SE  
Mill Creek, WA 98012

Mr. Wright lives in the Heatherstone sub-division. He stated his frustration that the Council stopped the process by not supporting Councilmember Michelson's motion. He reminded the Council that they represent the citizens of Mill Creek, as well as City Manager Polizzotto.

Lynn Sordel  
15229 3<sup>rd</sup> Drive SE  
Mill Creek, WA 98012

Mr. Sordel lives in the River Crossing sub-division. He thanked Councilmember Michelson for her motion to reinstate the Personnel Review Committee. He shared that the Council is dismissing a very viable solution to a problem which puts the City at potential risk, both legally and financially, by not finding the truth. Mr. Sordel advised the Council that they don't know what they don't know, so why would they dismiss Councilmember Michelson's motion presenting a solution.

Karen Brandon  
15907 24<sup>th</sup> Court SE  
Mill Creek, WA 98012

Ms. Brandon lives in the Heatherstone sub-division. She complimented Councilmember Michelson for her suggestion and advised that the Council has a responsibility to all of its employees. She's heard stories of high stress levels leading to high blood pressure, etc. of employees due to their work environment and asked the Council to re-evaluate their decision. Ms. Brandon suggested that exit interviews be required of every employee, and asked the Council to put the topic of an outside reviewer on the next agenda for discussion. She applauded City Manager Polizzotto for the work she's done. She then said that something is obviously wrong if the employees are leaving like they are.

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Mary Kay Voss  
15226 12<sup>th</sup> Drive SE  
Mill Creek, Washington 98012

Ms. Voss lives in the Cypress sub-division. She asked Mayor Pro Tem Holtzclaw to avoid accepting what City Manager Polizzotto says as true. She suggested talking to current and former employees to find out what they have to say. Ms. Voss asked why one in every four staff members have left since City Manager Polizzotto started, and asked the Council to remember that it's important to hear from the employees directly. Ms. Voss asked why the employees are no longer completing surveys as part of the annual review of the City Manager. In her prior experience on the Council she found it very helpful to hear both sides, in order to find the facts.

**MOTION: At 8:59 p.m., Councilmember Todd made a motion to extend the meeting to 9:15 p.m., Councilmember Michelson seconded the motion. The motion passed unanimously.**

Mark Risen  
2722 144<sup>th</sup> Court SE  
Mill Creek, WA 98012

Mr. Risen lives in the Huckleberry sub-division. He spoke that the citizens invested the Council with the highest authority, and with this authority comes responsibility. Mr. Risen asked the Council to consider what message Mayor Pro Tem Holtzclaw's letter sends to the City's employees, and how it dismisses any of their concerns with absolutely no inquiry.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 9:01 p.m.

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

\_\_\_\_\_  
Joanna Lee, Acting Deputy City Clerk

November 22, 2016

The Mill Creek City Council would like to respond to the recent letters and comments in the local press and on social media regarding City Manager, Rebecca Polizzotto. Some serious allegations have been levied against her that are unfair, unwarranted and unsubstantiated.

The Council unanimously selected Ms. Polizzotto last year as our new City Manager. We knew at the time the City Manager would have many challenges to address. We thought they were primarily budgetary. As Ms. Polizzotto has gotten into her job and familiarized herself with the City's practices and procedures it became evident there were far more challenges than anticipated.

She found that formal best-management policies/procedures were either non-existent or outdated. In many cases where policies/procedures did exist they were not followed. In addressing these issues, change was inevitable in how the City does business. The changes being implemented by Ms. Polizzotto, with the Council's full support, are being embraced by most, but not all, City staff.

The Council is fully aware of the number of employees who have left in the last 18 months. However, there is no basis to the unfounded inferences being drawn and circulated in the media suggesting that these departures are due to Ms. Polizzotto's conduct. Five former employees had retirements already in the works when Ms. Polizzotto arrived at the City in June 2015. Other former employees left for personal reasons, whether it be new jobs with shorter commutes or better opportunities.

The Council was and is aware of the facts and circumstances regarding each employee's departure. It is not appropriate to get into the facts and circumstances of employee personnel matters in the media/social media. Contrary to what has been written, departing employees are afforded the opportunity, if they choose, to have an exit conference with the City's Human Resources Manager. The Council has seen no evidence substantiating the claims asserted through the press to give rise to a need either for an outside investigation or to put Ms. Polizzotto on administrative leave.

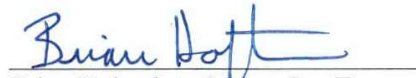
Serious allegations have been raised by a small number of former employees and the AFSCME Union, which represents 27 of the approximately 72 City employees. It is disappointing these allegations have been accepted as true and thrown about in the media unfairly tarnishing Ms. Polizzotto's reputation.

To the extent AFSCME has issues or concerns about working conditions at the City under Ms. Polizzotto's leadership, the Council believes any such issues will be addressed in good faith through negotiations on a new labor contract, which negotiations begin the week of November 21st. To the extent individual employees have issues/concerns, there are established procedures for hearing such grievances through which Ms. Polizzotto would also be provided due process to explain herself. The Council notes that despite the allegations in the press there have been no grievances or unfair labor practices filed against Ms. Polizzotto.

Change is never easy but is often necessary. This is especially true for our City as we address the long-standing structural budget issues as well as its operational practices. The Council is very pleased with all that Ms. Polizzotto has accomplished in her first 18 months with the City. She has handled the challenges with dedication, thoroughness and integrity.

In June, the Council unanimously gave Ms. Polizzotto a glowing annual review. Ms. Polizzotto's management team has also expressed support for her efforts and leadership at City Hall. The Council too firmly stands behind and supports Ms. Polizzotto.

  
Pam Pruitt, Mayor


  
Brian Holtzclaw, Mayor Pro Tem

  
Sean Kelly, Councilmember

Donna Michelson, Councilmember

  
Vince Cavaleri, Councilmember

  
Mike Todd, Councilmember

  
Mark Bond, Councilmember



**CITY COUNCIL MINUTES**

December 6, 2016

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

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

**December 6, 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 Acting Deputy City Clerk with all Councilmembers present except Councilmember Bond.

Mayor Pruitt noted that Councilmember Bond was not in attendance.

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

**AUDIENCE COMMUNICATION:**

There were no comments from the audience.

**PUBLIC HEARING:**

Public Hearing for 2017-2018 Biennial Budget  
(Rebecca C. Polizzotto, City Manager)

City Manager Polizzotto reported that it was the staff's pleasure to present a balanced budget to the Council. This budget is intended to serve as a short-term financial plan, while a large part of the City's strategic objectives is developing a long-term financial plan for a six year period. The budget was designed as a living document and will be brought back to Council for additional review as projects meet certain milestones, Council priorities change, etc. City Manager Polizzotto asked the Council to come back to staff if they would like to change any of the strategic objectives included within. A formal budget book, which will incorporate these changes and other edits, will be finalized and presented to the Council, staff and members of the public in January. Other items such as Council Goals and Pay & Classification Plans will be added as they are finalized as well. City Manager Polizzotto also discussed and explained other changes and updates made to the budget with the Council.

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Discussion

No questions were presented at this time.

Mayor Pruitt opened the public hearing at 6:09 p.m.

Mayor Pruitt asked the City Manager to include the petition and all emails she received which relate to flooding on 35<sup>th</sup> Avenue in the public record as part of this public hearing.

Ed McNichol  
16212 Bothell-Everett Hwy., #188  
Mill Creek, WA 98012

Mr. McNichol lives in the Highland Trails sub-division and spoke as the President of the Highland Trails Homeowner's Association. He expressed his concern regarding the detour put in place during the latest flooding event on 35<sup>th</sup> Avenue and the unsafe situation it created in this neighborhood. Mr. McNichol reviewed the many times he received assurances from the City in the past, that this detour wouldn't happen again, and asked that next time be different. He referenced a video of the dramatic impact this level of traffic has on their neighborhood, and a subsequent petition showing support for a permanent fix.

Mayor Pruitt thanked Mr. McNichol and assured him that staff is working on alternatives to avoid this situation in the future.

City Manager Polizzotto agreed that the issue is clear, and assured that the reconstruction of 35<sup>th</sup> Avenue is in the current CIP for inclusion in the budget. Once permitting issues are resolved and first costs are identified, the contract will be brought to Council for discussion and ultimately a vote.

Chief Elwin also agreed that the detour is unacceptable and assured that traffic will not be detoured through this neighborhood like this again. He worked with City Engineer Scott Smith and Public Works, crew to determine that in the situation of another flood, and until a permanent fix is completed, this section of 35<sup>th</sup> Avenue will be closed until it is determined safe for commuters again.

City Engineer Smith agreed and advised the plan created will be provided to appropriate staff, and signs will be prepped on a trailer, so staff is prepared when this flooding occurs again.

State Representative Mark Harmsworth  
15418 29<sup>th</sup> Ave. SE  
Mill Creek, WA 98012

Mr. Harmsworth lives in the Parkside sub-division. Mr. Harmsworth agreed that the issues with 35<sup>th</sup> Avenue aren't going away, and the costs will only go up over time. He encouraged the Council to keep the project in the CIP and use the funds secured in order to get it taken care of.



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Kathryn Sterling (spelling not confirmed)  
3120 144<sup>th</sup> St. SE  
Mill Creek, WA 98012

Ms. Sterling lives in the Highland Trails sub-division. She advised the Council that the traffic from this detour doesn't seem to peak for three hours in the morning and evening commutes anymore; instead it seems to last all day long. Ms. Sterling sincerely thanked the Council and staff for their prompt responses to her concerns about 35<sup>th</sup>, and was very supportive of a permanent fix to the road. She shared that she had educated herself and realizes how much work has already gone into this project and that it's not a simple fix. With that, she thanked staff and Council for their continued work towards a final solution.

Ryan Alexander  
2729 143<sup>rd</sup> St. SE  
Mill Creek, WA 98012

Mr. Alexander lives in the Highland Trails sub-division. He advised the Council that he, along with help from others, created the online petition and video being circulated. The intent was to demonstrate how much the community cares about this issue, as well as how it impacts those outside of this neighborhood. As of this council meeting, 231 individuals have signed the petition. Mr. Alexander asked the Council to use the funds to fix the street instead of putting the project off, and set the detour away from this neighborhood until the fix can be made.

Peter Fortado (spelling not confirmed)  
14522 38<sup>th</sup> Dr. SE  
Mill Creek, WA 98012

Mr. Fortado lives in the Webster's Pond sub-division, and spoke as President of the Webster's Pond Homeowner's Association. He clarified that Webster's Pond is accessed off of 35<sup>th</sup> by 146<sup>th</sup> Street, and 146<sup>th</sup> Street was approved for expansion as a connector to Seattle Hill Road a year or so ago. Mr. Fortado expressed concerns that with improvements and higher traffic volumes on Seattle Hill Road and 35<sup>th</sup> Avenue, future detour routes will have a larger impact on the neighborhoods they are put through. With the extended 146<sup>th</sup> Street as one of these future options, he asked the Council to think ahead as to the impact this would have on the Webster's Pond division. He reminded the Council that this community was built under Snohomish County standards and therefore includes narrow roads, a hairpin turn and dense population. Mr. Fortado asked the Council to consider traffic calming devices for everyday traffic, and to consider alternatives to this road as a detour in the future.

Mayor Pruitt closed the public hearing at 6:28 p.m.

Councilmember Todd expressed concern regarding the final cost of the repairs to the 35<sup>th</sup> Avenue. With the Corps of Engineers involved and the current status of the project, it's currently unknown what the actual cost of the work will be, and therefore the overall impact of the project to the City's finances. Councilmember Todd mentioned that there are longstanding needs in other areas of the City as well that should be considered. He asked for continued updates for the Council and public to understand the status of the project as it progresses.

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Councilmember Cavaleri shared that he is in favor of moving as quickly as possible to get the repairs to 35<sup>th</sup> Avenue completed.

Mayor Pro Tem Holtzclaw thanked staff for all of the hard work on the budget. He also agreed that 35<sup>th</sup> Avenue needs to be fixed, whether the costs rise or not.

Councilmember Michelson recalled the long-term problems with 35<sup>th</sup> Avenue. She requested scheduling a full discussion, including information on related costs and any environmental concerns presented by the Corps of Engineers, so the Council may make an informed decision.

Mayor Pruitt shared that Senator Hobbs would like the City to go forward with the repairs, and discussed the potential for financial assistance if environmental issues become costly. She believes the City must find a way to proceed with the repairs, and intends to vote to include this project in the CIP to keep it moving forward.

Councilmember Todd mentioned concerns about projected spending of additional monies from outside the CIP and budget, and asked the Council to remember that although the budget for the General Fund is now balanced, there's a lot of work left to do. City Manager Polizzotto agreed that although staff attacked the operating budget, the capital budget requires a different analysis. She advocated that the City look at all capital projects so their costs may be managed and planned for, and assured that this budget will be addressed in the same manner as the operating budget. Mayor Pro Tem Holtzclaw clarified that City reserves are increasing with the operating budget, but the Council is choosing to spend down some of the individual funds (e.g. REET). Councilmember Todd asked to discuss the Total Station for the Police Department before a decision to purchase is made.

**MOTION: Councilmember Todd made a motion to approve Ordinance #2016-810 adopting budgeted revenues and expenditures for the fiscal biennium commencing January 1, 2017, Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.**

**MOTION: Mayor Pro Tem Holtzclaw made a motion to approve Ordinance #2016-811 adopting a revised and updated 6-year Capital Improvement Plan for years 2017-2026 in accordance with the City's biennial budget process, comprehensive plan, and growth management act, Councilmember Michelson seconded the motion. The motion passed unanimously.**

City Manager Polizzotto discussed the work the City plans to do in the upcoming biennium and six year horizon. She wanted to be sure it was clear in the ordinance that the current CIP is not final. A lot of comprehensive analyses will be necessary for many of the topics contained within and it will be adjusted to reflect long-term CIP needs. This ordinance was drafted by the City Attorney to reflect this status, and in order to be consistent with similar ordinances used in the past.

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**NEW BUSINESS:**

Interlocal Agreement Between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force

*(Rebecca C. Polizzotto, City Manager)*

The following agenda summary information was presented:

The SRDGTF is a multi-jurisdictional task force comprised of law enforcement officers from agencies in Snohomish County, the county prosecutor, and various support personnel. The SRDGTF has been in existence on a continuous basis since January 18, 1988. SRDGTF operations are governed by an Executive Board comprised of the elected Snohomish County Sheriff and Prosecutor, the Everett Police Chief and City Attorney, and one more Chief of Police from a participating police department (currently the City of Mountlake Terrace).

The SRDGTF is partially funded by US Department of Justice (USDOJ) grant money administered by the Washington State Department of Commerce. Additional operating expenses are covered by contributions from participating agencies such as the Mill Creek Police Department.

The SRDGTF provides investigative support to the Mill Creek Police Department and other jurisdictions for cases requiring specialized equipment and investigative techniques. Typically, the SRDGTF will assume a primary investigative role for drug and gang violence cases that have regional, statewide or interstate impact. The level of these cases is beyond the operational ability of the MCPD. During 2016, the SRDGTF conducted nine (9) investigations in the City of Mill Creek, four (4) of which had gang-related ties. Additionally, the MCPD is currently working with the SRDGTF on an ongoing investigation.

In consideration of the services rendered by the SRDGTF, participating jurisdictions agree to contribute funds that in the aggregate will allow for at least a one-third match of the funds awarded by the USDOJ (local match). Due to decreasing federal dollars, the percentage of the local match has increased during recent years and is now approximately two-thirds of the total SRDGTF operating budget. For the term of this ILA (July 1, 2016 - September 30, 2017) the local match is \$251,456.00 for salaries and benefits. The formula used to determine a participating city's contribution is based on that city's population. For the period of this ILA, the City of Mill Creek contribution is **\$6,570.00**. This assessment includes a bridge amount of \$1,314.00 to cover the gap created by having unsigned ILA's since July 1, 2016.

The 'Drug Buy' Fund (Fund 130) currently has a balance of \$62,349.61 and the city's contribution to the SRDGTF is an authorized expense.

Discussion

City Manager Polizzotto advised the Council that this ILA is funded through the 'Drug Buy' Fund. Chief Elwin shared that the ILA dates back to 1988 and the Task Force is comprised of professionals from many different specialties. He believes this partnership brings a lot to the City for a relatively small amount of money, and is money well spent.

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**MOTION: Councilmember Cavaleri made a motion to approve the City of Mill Creek and Snohomish Regional Drug and Gang Task Force Interlocal Agreement, Councilmember Michelson seconded the motion. The motion passed unanimously.**

Ordinance Approving the Final Plat of Woodland Trails  
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

The owner/developer, Harbour Homes, LLC, has requested approval of the Final Plat of Woodland Trails. The plat will subdivide 7.13 acres into 28 lots for single-family home development. The property is located at 3601 Seattle Hill Road.

The City's Hearing Examiner conducted a public hearing on the Preliminary Plat on November 16, 2015, and issued a decision approving the Preliminary Plat with conditions on December 2, 2015. Once the applicant has met the conditions of the preliminary plat, state law requires that the City Council approve a Final Plat for recording. The Final Plat is the instrument that actually creates each of the lots so they can be sold.

The applicant has complied with or bonded for all Conditions of Approval to the satisfaction of the Engineering Department and the Department of Community and Economic Development. Building permits cannot be issued (with the exception of model home permits) and the homes cannot be sold until the Final Plat is approved and recorded. The following mitigation fees have been paid and bonds have been or will be posted:

1. The City is in receipt of performance bonds in the amount of \$772,570 to provide a surety for the completion of public improvements in the plat, which include erosion control, roadway and storm drainage facilities, curb, gutter and sidewalk.
2. The developer shall provide a secured landscape performance bond equal to 125 percent of the cost of landscape installation (labor and materials), in accordance with MCMC Section 16.16.040. Said bond shall be posted prior to the issuance of the first building permit.
3. SEPA mitigation fees have been paid to the City, Snohomish County, and Fire District #7.
4. In accordance with the Interlocal Agreement between the City of Mill Creek and the Everett School District, the developer shall provide proof of payment of mitigation fees totaling \$68,013, prior to issuance of the first building permit.

Discussion

Councilmember Todd discussed concerns regarding whether there should be a path between the bulb of the cul-de-sac and Seattle Hill Road to guide foot traffic to the shopping center, bus stop, etc. Director Rogers agreed to look into the feasibility of a walkway with the applicant, and Mayor Pro Tem Holtzclaw encouraged staff to work with the developer to add the walkway if possible. City Engineer Smith suggested incorporating this with the widening of Seattle Hill Road by Snohomish County. He said it may be better to wait until the County's work is complete in order to review actual walking patterns, and therefore determine where the path may be most beneficial.

Council Meeting Minutes  
December 6, 2016  
Page 7

Directors Rogers and Smith will look into whether the City should take this project on at that time, or if it's an option to add it to the County project as it gets closer. Per Councilmember Todd's request, City Manager Polizzotto asked staff to incorporate adding short paths to the street into their work plans in the future.

**MOTION: Mayor Pro Tem Holtzclaw made a motion to approve Ordinance #2016-813 approving the final plat of Woodland Trails (formerly known as Harms Estate), Project File NO. PL2016-0017, and establishing an effective date, Councilmember Cavaleri seconded the motion. The motion passed unanimously.**

Motion to Approve Ordinances Adopting the 2017-2018 Biennial Budget and Capital Improvement Plan

*(Rebecca C. Polizzotto, City Manager)*

Both ordinances were approved at an earlier point in this meeting. See above for details.

Proposed Rescheduling of the December 13 Council Meeting to be held December 20

*(City Council)*

Discussion

City Manager Polizzotto advised that the Fire Department Contract Analysis Presentation was the only item currently scheduled for the December 13 Council Meeting. The City's attorney is integral to this discussion however has a scheduling conflict on this date. The City Manager requested the meeting be rescheduled to December 20 for this reason.

**MOTION: Councilmember Todd made a motion to cancel the regularly scheduled December 13 council meeting, Councilmember Cavaleri seconded the motion. The motion passed unanimously.**

City Manager Polizzotto will set a special meeting for December 20 at 6 p.m. for this topic and to discuss purchase and budget amendments.

**REPORTS:**

Mayor Pruitt thanked staff, and specifically Interim Recreation & Tourism Manager Davern, for a great holiday parade which accommodated thousands of people this year. She was encouraged by the alternative to detouring traffic through Highland Trails, and thanked officers for guiding traffic. She was also impressed by Mill Creek officers' work in the school zones, and thanked them for their efforts.

Councilmember Kelly asked if there were alternatives to closing 153<sup>rd</sup> during parades as it can be inconvenient. City Manager Polizzotto shared that staff is doing after-action reviews and will be taking everything into consideration for future parades.

Councilmember Cavaleri shared that he is delighted with the budget. He also mentioned that he would like to see additional money provided to the Senior Center to assist with their move and computer upgrades.

Council Meeting Minutes  
December 6, 2016  
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Councilmember Michelson thanked officers for their assistance in the school zones. She has had very positive experiences and thanked Officer C. White specifically. Councilmember Michelson advised that she would like the Council to step up to provide funding to the Health Department through the Council Discretionary Fund.

**MOTION: Councilmember Michelson made a motion to authorize payment of \$0.50 per capita for 2017 to the Snohomish County Health Department out of the Council Discretionary Fund, Councilmember Todd seconded the motion.**

Discussion

City Manager Polizzotto advised that this expense had not been included in the budget based on a previous discussion with the Council and, that it would be discussed at a later time for consideration of a payment for 2018. Councilmember Todd felt the Health District needed to firm up some of their numbers so was okay with committing for one year, but not long term. Councilmember Cavaleri doesn't discount the Health District's hard work but has concerns regarding what a one-time cash payment would really do for them. He shared that he would rather take care of our seniors. Mayor Pruitt was not prepared to pay at this time. Councilmember Kelly felt it was prudent to see how the City budget progresses before committing.

**The motion failed 2-4-0 with Mayor Pruitt, Mayor Pro Tem Holtzclaw, Councilmember Kelly, Councilmember Cavaleri opposed and Councilmember Bond excused.**

Councilmember Todd suggesting diverting traffic at the south end of 132<sup>nd</sup> Street SE and north end of Seattle Hill Road so people are aware of an upcoming detour before getting into the residential areas. City Engineer Smith advised that this had been incorporated into the detour plans for future flooding of 35<sup>th</sup> Avenue. Mayor Pruitt asked to get the word out to all citizens as quickly as possible.

City Manager Polizzotto thanked the Council for their efforts on, and support of, the budget. This budget is exciting to her and will be great framework to build on.

Mayor Pro Tem Holtzclaw asked when the chip seal discussion would be back on the Council agenda. City Manager Polizzotto advised that it's tentatively on for January 24, and agreed that the public will be advised ahead of time.

**AUDIENCE COMMUNICATION:**

Jason Maddox  
13821 28<sup>th</sup> Dr. SE  
Mill Creek, WA 98012

Mr. Maddox lives in the Silver Crest Park sub-division. He said that when their streets were dug up by contractors, the project was never completed. Storm drains were left covered and therefore didn't drain, speedbumps weren't replaced and other items were left undone. City Manager Polizzotto advised that she would look into this and get back to the Council and Mr. Maddox.

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Peter Fortado  
14522 38<sup>th</sup> Dr. SE  
Mill Creek, WA 98012

Mr. Fortado lives in the Webster's Pond sub-division, and spoke as President of the Webster's Pond Homeowner's Association. He discussed that the plat to the east of Webster's Pond was reviewed by the Hearing Examiner in late 2013. Bollards were put in place at that time to block heavy traffic, construction traffic and heavy vehicles from using the construction area during the build. Mr. Fortado asked the Council to remove these bollards during daytime hours so this traffic can move from Seattle Hill Road and into the construction zone for the new development. There are very large vehicles coming through Webster's Pond, including through the 90 degree corner, and down roads which were not designed for this type of traffic. He asked for traffic mitigation in this area, and along the 146<sup>th</sup> stretch, to make the neighborhood safer. Mr. Fortado is under the impression that the builder has funds for these purposes, and requests that the Council shares this burden with this and future builders in the overall community. City Manager Polizzotto said she would look into it and get back to the Council and Mr. Fortado.

Kathryn Sterling  
3120 144<sup>th</sup> St. SE  
Mill Creek, WA 98012

Ms. Sterling lives in the Highland Trails sub-division. The signage and alternative detour routes through Highland Trails & Silver Crest Drive have had the effect of informing drivers of this shortcut in the City. Ms. Sterling is concerned that some of this traffic will continue using this shortcut instead of the main roads, and therefore traffic levels won't drop to where they were before the detour. She asked if it was possible to put a temporary blockade in place to help get people to think twice.

Mayor Pruitt asked that the new 35<sup>th</sup> Avenue detour route be released to the public once it's finalized, along with a map showing alternative routes.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 7:53 p.m.

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Pam Pruitt, Mayor

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Joanna Lee, Acting Deputy City Clerk



**CITY COUNCIL MINUTES**

December 20, 2016

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

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

**December 20, 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 with the assistance of Troop #35 of the Boy Scouts of America.

**ROLL CALL**

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

**AUDIENCE COMMUNICATION:**

Gene Grieve  
3712 220<sup>th</sup> St. SE  
Bothell, WA 98012

Mr. Grieve spoke as a tax payer and in support of Fire District 7.

**NEW BUSINESS:**

2016 Budget Amendment

*(Rebecca C. Polizzotto, City Manager)*

The following agenda summary information was presented:

In December, 2014, the City Council adopted the 2015-2016 budget for all funds. RCW 35A.33.120 limits annual expenditures to the amounts appropriated for each fund for the current fiscal year. A standard year-end fiscal management procedure is to examine year-to-date expenditures and forecast them through the year-end period. When this analysis reveals a variance between the budgeted appropriations and expenditure projections, a budget amendment is necessary. Based on the foregoing analysis, the recommended budget amendments for 2016 are set forth on the exhibit to the attached ordinance.

Discussion

No discussion.



Council Meeting Minutes  
December 20, 2016  
Page 2

**MOTION:** Councilmember Cavaleri made a motion to approve Ordinance #2016-813, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADJUSTING APPROPRIATIONS IN THE 2015-2016 BUDGET, ORIGINALLY ADOPTED BY ORDINANCE 2014-791. Councilmember Kelly seconded the motion. The motion passed unanimously.

**CONSENT AGENDA:**

Approval of Checks #56251 through #56311 and ACH Wire Transfers in the Amount of \$154,745.58.

*(Audit Committee: Councilmember Michelson and Councilmember Kelly)*

Payroll and Benefit ACH payments in the amount of \$484,207.90.

*(Audit Committee: Councilmember Michelson and Councilmember Kelly)*

There were no exceptions from the audit committee.

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

**PRESENTATIONS:**

Historical Review: Contract for Fire and EMS Services

*(Rebecca C. Polizzotto, City Manager)*

Discussion

A team comprised of City Manager Rebecca Polizzotto, Director of Finance & Administration Peggy Lauerman, City Attorney Scott Missall and Consultant Bob Stowe presented a slideshow which reviewed the history of this contract.

**RECESS TO EXECUTIVE SESSION:**

The meeting recessed to executive session at 6:35 p.m. to discuss publicly bid contracts and potential litigation with the City Attorney pursuant to RCW 42.30.110 (1) (d) and (i) for approximately 30 minutes; which was subsequently extended.

**RECONVENE TO REGULAR SESSION:**

The meeting reconvened to regular session at approximately 7:58 p.m.

Discussion

City Manager Polizzotto and the Team recommended the Council exercise its right to purchase the Mill Creek Fire Station from Fire Protection District #7 in accordance with the Joint Fire Services Agreement between the agencies. She asked for Council authorization to issue a notice to the Fire District letting them know of the City's intention to exercise this right.

**MOTION:** Councilmember Kelly made a motion to authorize the issuance of the Notice of Exercise of Purchase Right as to Mill Creek Fire Station in accordance with the Joint Fire Services agreement between Mill Creek and Fire Protection District #7, Councilmember Todd seconded the motion.

Council Meeting Minutes  
December 20, 2016  
Page 3

Discussion

Councilmember Cavaleri shared that both parties saw this coming so hopefully it's not a surprise, and provided his support.

**The motion passed unanimously.**

**REPORTS:**

Mayor Pruitt and Councilmember Michelson wished everyone a happy and safe holiday season.

Councilmember Todd reminded the Council of a Regional Priorities meeting on January 5 at the Everett School District Education Resource Center, which will include a small presentation and opportunity to discuss priorities for Snohomish County with legislators.

**AUDIENCE COMMUNICATION:**

Guy Palumbo  
Fire Commissioner, Fire District #7

Since the Council made its intention to purchase the fire station clear, Commissioner Palumbo asked: Is the City looking for a tenant relationship with the District paying rent; who will handle the capital infrastructure and who will be responsible for legal liability? He advised the Council that capital facility improvements, some with potential legal liability, have been delayed for two years so they will need to be worked out sooner than later.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 8:05 p.m.

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Pam Pruitt, Mayor

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Joanna Lee, Acting Deputy City Clerk



## **CITY COUNCIL MINUTES**

January 3, 2017

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

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

**January 3, 2017**  
**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 Acting Deputy City Clerk with all Councilmembers present.

### **AUDIENCE COMMUNICATION:**

There were no comments from the audience.

### **PRESENTATIONS:**

Milestone Anniversary Presentation – Larissa Pigott  
*(Rebecca C. Polizzotto, City Manager)*

Police Support Officer Pigott is unable to attend; therefore this presentation will be rescheduled to a future meeting.

### **OLD BUSINESS:**

Pay & Classification Plan for Non-Represented Employees  
*(Rebecca C. Polizzotto, City Manager)*

The following agenda summary information was presented:

The budget is an economic plan that focuses the entity's financial and human resources on the accomplishment of specific goals and objectives established by the policy makers.

During the 2017-2018 Biennial Budget Presentation, the City Manager reviewed with the City Council the proposed Pay & Classification Plan for the upcoming biennium. The classification for represented employees is subject to collective bargaining which is currently underway for AFSCME employees. Accordingly, only the classification plan for non-represented employees is ready for Council action. The classification plan for represented employees will be presented for Council action in conjunction with the AFSCME contract approval.

Council Meeting Minutes  
January 3, 2017  
Page 2

Discussion

City Manager Polizzotto clarified that the plan for represented employees will be presented once the AFSCME contract is finalized. Two handouts were provided to the Council. The Council discussed changes to the PIO and Finance Director positions, and specifics of the City Clerk and Deputy City Clerk duties.

**MOTION: Councilmember Todd made a motion to approve the Pay & Classification Plan for Non-Represented Employees as presented, with changes making the Finance Director the Director of Finance and Administration, and the PIO to the Director of Communications and Marketing, Councilmember Michelson seconded the motion. The motion passed unanimously.**

**NEW BUSINESS:**

Reappoint Councilmember Bond to the Snohomish Health District Board of Health  
*(Rebecca C. Polizzotto, City Manager)*

Discussion

Councilmember Bond is eligible to continue serving on the Snohomish Health District Board of Health as a representative of Mill Creek, Bothell and Brier. The City Manager will confirm whether she received formal notice from Brier Mayor Colinas supporting Councilmember Bond in this role, and the Mayor will follow up if not. This support will satisfy the requirements of two of three votes, and needs to be provided to Health Officer and Director of the Health District, Dr. Goldbaum.

**MOTION: Councilmember Todd made a motion to reappoint Councilmember Bond to the Snohomish Health District Board of Health, Councilmember Michelson seconded the motion. The motion passed 6-0-1, with Councilmember Bond abstaining.**

**REPORTS:**

Mayor Pruitt reported receiving a letter from the Snohomish Health District Board of Health regarding how the Council would like to manage the City's original \$40,000 investment in their building if they choose to sell and downsize. City Manager Polizzotto advised that she and Director Lauerman are aware of the letter, and Director Lauerman and City Attorney Missall are scheduled to attend the briefing on this matter to bring information back to the Council. Councilmember Bond advised that the Board would like all agencies to relinquish their original investment, and for any profits from the sale and purchase be retained by the Health District for their reserve bank.

The Mayor advised that she will be attending the joint SNOCOM / SNOPAC board meeting tomorrow with Chief Elwin. She is planning on providing a presentation to the Council within the next month to provide updates on the discussions, and what this could mean for Mill Creek and the other small agencies.

Mayor Pruitt briefly discussed the upcoming SERS radio program including potential financial impacts for the City. She will provide more information as she has it, and a decision will likely be necessary in approximately six months.

Council Meeting Minutes  
January 3, 2017  
Page 3

Councilmember Todd reminded the Council of the Economic Alliance Education breakfast on January 5. City Manager Polizzotto shared that she and Director Rogers are also attending.

City Manager Polizzotto reminded Council that both SNOCOM and SERS will require sizable funds in the future and the City will need to be prepared. She reminded the Council of the 2017 Audit Committee and Council Calendar updates provided in their packets. She also reminded the Council of the 2017 Employee Appreciation Event being held on January 12. Lastly, the City Manager informed the Council that official notification was received from the Puget Sound Regional Council regarding the \$700,000 grant obtained for Seattle Hill Road in 2019.

Mayor Pro Tem Holtzclaw verified with the City Manager that the Chip Seal Alternatives topic is still on the agenda for the January 24 council meeting.

Councilmember Todd asked the City Manager to keep the Work in Progress portion of the Council Planning Schedule up to date, and provided a few items to include. The Council discussed different ideas and City Manager Polizzotto agreed to include them as well.

The City Manager asked if the Council would approve her exploring different reconfiguration of the Council Chambers. The Council agreed.

**AUDIENCE COMMUNICATION:**

There were no comments from the audience.

**ADJOURNMENT**

With no objection, Mayor Pruitt adjourned the meeting at 6:55 p.m.

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Pam Pruitt, Mayor

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Joanna Lee, Acting Deputy City Clerk



**CITY COUNCIL MINUTES**

January 10, 2017

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

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

**January 10, 2017**  
**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 with the assistance of Troop #267 of the Boy Scouts of America.

**ROLL CALL**

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

**AUDIENCE COMMUNICATION:**

Wil Nelson  
14925 29<sup>th</sup> Dr. SE  
Mill Creek, WA 98012

Mr. Nelson lives in the Red Cedar division. He shared that the police presence at the school is noticed and appreciated. With such a positive response from the citizens, he hopes the City will consider continuing this emphasis.

**NEW BUSINESS:**

2017 Council Liaison Positions

*(Rebecca C. Polizzotto, City Manager)*

The following agenda summary information was presented:

Pursuant to the City of Mill Creek's Governance Manual, the City Council is to select individual council liaison roles to regional bodies, and community organizations, based upon the desire, qualifications and skills of interested Council members. It is the duty of staff and Council who represent the City to advocate positions that are consistent with City policies, projects and plans. *(See section 1.3.5, 1.3.6 and 1.3.7 of the City of Mill Creek Manual of City Governance).*

It is customary for the Council to renew and/or revise liaison appointments at the beginning of a calendar year.

Council Meeting Minutes  
January 10, 2017  
Page 2

Discussion

Councilmember Kelly advised that with permission from the Council, he and Councilmember Cavaleri would like to swap positions on the Parks and Recreation Board; thereby making Councilmember Cavaleri the primary and Councilmember Kelly the alternate.

**MOTION: Councilmember Cavaleri made a motion to approve the proposed 2017 City Assignments List, with the change of adding Councilmember Cavaleri as the primary representative for the Parks and Recreation Board and Councilmember Kelly as the alternate, Councilmember Kelly seconded the motion. The motion passed unanimously.**

Appointment to the Parks and Recreation Board  
(*Council Interview Committee*)

The following agenda summary information was presented:

There are currently two vacancies on the Parks and Recreation Board -- one mid-term vacancy, which expires on October 31, 2017, and one full-term vacancy, which expires on October 31, 2019. Notices soliciting volunteers were posted at City Hall, on the City's website and press releases were sent to the local newspapers.

Three individuals provided written responses to the notice for the vacant position on the Parks and Recreation Board. Interviews are scheduled with the Council Interview Committee at 5:20 p.m. on Tuesday before the Council meeting.

Discussion

Councilmember Kelly shared that three very qualified and enthusiastic candidates applied for the Parks and Recreation Board vacancies. After interviews and review by the Council Interview Committee, Tyler Hogan was chosen to fill the mid-term vacancy expiring October 31, 2017, and Peter Lalic for the full-term vacancy expiring October 31, 2019.

**MOTION: Councilmember Kelly made a motion to appoint Tyler Hogan to fill the mid-term vacancy expiring October 31, 2017, and Peter Lalic to fill the full-term vacancy expiring October 31, 2019, Councilmember Cavaleri seconded the motion. The motion passed unanimously.**

State Grant Contract for the Public Works Shop  
(*Rebecca C. Polizzotto, City Manager*)

The following agenda summary information was presented:

In 2016, the City was awarded a grant in the amount of \$257,000 for a new Public Works shop from the State Department of Commerce. Representative Mark Harmsworth was instrumental in helping the City obtain this funding for the proposed project on the Cook property, and the new Public Works shop was included in the recently adopted biennial budget and CIP. The net amount of the grant is \$249,290.00 after the 3% State service fee.

Council Meeting Minutes  
January 10, 2017  
Page 3

The Council approved a consultant design contract in the amount of \$219,122.00 for the Public Works shop on September 27, 2016. Design work is currently underway, and more information on the proposed project and costs will be brought to the City Council when better defined. The building itself will be relatively straightforward, but there are challenges on the Cook property, including wetland buffers, stormwater drainage, grading and utilities that require design expertise. In addition, the building exterior features will have to be reviewed by the City Design Review Board, and a City Conditional Use Permit is also required.

Discussion

City Manager Polizzotto provided a brief overview. Councilmember Todd asked if there were any onerous requirements in this grant, beyond what the City would normally expect. City Manager Polizzotto and City Engineer Smith discussed some of the details but assured that it contained pretty standard language and requirements. The Council discussed a potential timing issue between when the City spends the grant money and whether the legislature could potentially re-appropriate the funds. City Engineer Smith assured that the City should have more firm costs next month which are expected to answer these questions and alleviate any concerns.

**MOTION: Councilmember Cavaleri made a motion to authorize the City Manager to execute the documentation necessary to receive the grant funds, Councilmember Kelly seconded the motion. The motion passed unanimously.**

**STUDY SESSION:**

Discussion: Amendments to the Mill Creek Municipal Code to Incorporate Low Impact Development Practices

*(Rebecca C. Polizzotto, City Manager)*

The following agenda summary information was presented:

Mill Creek is responsible for operating the City storm drainage system under the requirements of the Western Washington Phase II Municipal Stormwater Permit issued by the State Department of Ecology. The current permit became effective on August 1, 2013 and expires on July 31, 2018. The full text of the permit and appendices is available online at the following link:

<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/phaseIIww/wwphiipermit.html>

As part of the Ecology Stormwater Permit, specifically Section S5.C.4.f, the City is required to review and revise the Mill Creek Municipal Code (MCMC) and other associated documents to incorporate and require Low Impact Development (LID) principles and practices. As part of permit Section S5.C.4.a.ii, the City is also required to adopt the 2012 Stormwater Management Manual for Western Washington, which will replace the 2005 version.

Staff from the Public Works and Community Development Departments have spent several months reviewing the existing MCMC to determine appropriate revisions to meet the requirements of the Ecology permit. The issue of LID requirements was last reviewed by Council in 2009, and several changes were made to the MCMC with Ordinance 2009-702. In addition, many existing requirements for developments in Mill Creek, such as retaining native vegetation and reducing impervious surfaces, already meet the intent of LID practices. Consequently, relatively few code changes are necessary when compared to other agencies.



Council Meeting Minutes  
January 10, 2017  
Page 4

The bulk of the proposed code amendments consist of either changing “encourage” to “require when feasible” or referencing the 2012 Stormwater Manual, see attached draft. There are also various housekeeping changes to maintain consistency with current City practices, such as in Section 15.12, or the State Department of Ecology permit language. Additional updates were made to the LID related details in the City Standard Plans, which can be viewed online at the following link:

<http://www.cityofmillcreek.com/DocumentCenter/View/24>

Discussion

Director of Public Works and City Engineer Scott Smith answered questions and received input from Council for inclusion of the proposed changes. He clarified that the 2012 Stormwater Manual is the regulatory guideline that controls a lot of the specific criteria required so, where the code is somewhat vague, this Manual is meant to provide specifics.

Mayor Pro Tem Holtzclaw asked for City Attorney Missall to come back to the Council with any recommendations on whether the City needs to make any changes to the code in light of the recent Supreme Court decision regarding vested rights and stormwater regulations. The City Manager and City Attorney will review the issue and a response will be provided to the Council.

**CONSENT AGENDA:**

Approval of Checks #56312 through #56431 and ACH Wire Transfers in the Amount of \$735,779.88.

*(Audit Committee: Councilmember Todd and Councilmember Kelly)*

Payroll and Benefit ACH payments in the amount of \$274,882.43.

*(Audit Committee: Councilmember Todd and Councilmember Kelly)*

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 asked to add a discussion regarding potential parking concerns for Swift 2 users to a future study session so the citizens of Mill Creek have a chance to learn more and have input. City Manager Polizzotto agreed to make sure a discussion on this topic is included when Swift 2 representatives attend the March 7 Council meeting.

Councilmember Bond provided a handout from the Snohomish Health District requesting the City relinquish their interest in their current building. The Council discussed possible options and agreed to have further discussion when staff and City Attorney Missall report back from an upcoming meeting with the Health District on this topic.

Councilmember Kelly expressed concerns about whether Swift 2 will reconsider adding pullouts for certain stops to alleviate traffic slowdowns. This topic will be discussed in more detail when representatives of Swift 2 attend the March 7 Council meeting.

Council Meeting Minutes  
January 10, 2017  
Page 5

Councilmember Cavaleri thanked all applicants for their interest in the Parks and Recreation Board.

Councilmember Michelson will be attending the Art & Beautification Board meeting tomorrow.

Councilmember Todd asked the Council to consider a local competition with a City award of \$100-250 to the student chosen as the Mill Creek scholarship submission to the State. He also advised that the joint regional legislative priorities came together well and was presented to legislatures and locals yesterday. As a reminder, he shared that the Snohomish County Cities dinner is next week and Advocacy Day is coming up.

**RECESS TO EXECUTIVE SESSION:**

The meeting recessed to executive session at 7:02 p.m. for up to 30 minutes to discuss reviewing negotiations on the performance of a publicly bid contract under RCW 42.30.110 (g), and to discuss collective bargaining issues; which was subsequently extended.

**RECONVENE TO REGULAR SESSION:**

The meeting reconvened to regular session at approximately 7:45 p.m.

**AUDIENCE COMMUNICATION:**

There were no comments from the audience.

**ADJOURNMENT**

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

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Pam Pruitt, Mayor

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Joanna Lee, Acting Deputy City Clerk

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

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

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

**Tentative Council Meeting Agendas**  
**Subject to change without notice**

*Last updated: January 20, 2017*

**February 7, 2017**

- Northshore Senior Center Lease
- Council Work Session: Purple Heart Parking Designations
- LID Code Amendments

**February 14, 2017**

- Presentation: Review of the collective bargaining agreement between the City of Mill Creek & AFSCME for the period January 1, 2013 - December 31, 2016.

**February 28, 2017**

- Presentation of the financial statements for the period ending December 31, 2016
- Review & Recommendation regarding financial operations.

**March 7, 2017**

- Community Transit Presentation

**March 14, 2017**

- Work Session - Governance Manual

**March 28, 2017**

- Work Session - Communications Strategic Plan

**Work in Progress - Upcoming Agenda Items**

- Social Media Policy
- Code Revision - Repeal of Board of Appeals/Adjustment
- City Wide 911 Addressing Issues
- City Hall North HVAC Control System Replacement Contract
- Fire Contract
- Public Works Shop Design
- Code Revision - Art & Beautification Board
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- SNOCOM Consolidation Updates
- SERS Radio Acquisition Updates
- Health District Building Purchase Updates
- 35<sup>th</sup> Ave Project Updates
- Partnerships with Everett School District
- Council Chambers Configuration