

# 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 office of the City Clerk at (425) 921-5776 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.** 2017-821

**Next Resolution No.** 2017-569

**September 26, 2017  
City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

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

## **PRESENTATIONS**

- B. Employee Milestone Presentation  
(*Rebecca C. Polizzotto, City Manager*)

## **OLD BUSINESS**

- C. Telecommunications Franchise Agreement with Astound Broadband, LLC, D/B/A Wave  
(*Rebecca C. Polizzotto, City Manager*)

## **NEW BUSINESS**

- D. 2017-2019 Agreement for Indigent Defense Services  
*(Rebecca C. Polizzotto, City Manager)*
  
- E. Interlocal Agreement Between Snohomish County and the City of Mill Creek for the Installation of an Adaptive Traffic Signal Control System  
*(Rebecca C. Polizzotto, City Manager)*

**CONSENT AGENDA**

- F. Approval of Checks #57452 through #57522 and ACH Wire Transfers in the Amount of \$179,923.35  
*(Audit Committee: Councilmember Todd and Councilmember Cavaleri)*
  
- G. Payroll and Benefit ACH Payments in the Amount of 102,320.32  
*(Audit Committee: Councilmember Todd and Councilmember Cavaleri)*
  
- H. City Council Meeting Minutes of September 5, 2017
  
- I. City Council Meeting Minutes of September 12, 2017

**REPORTS**

- J. Mayor/Council
  
- K. City Manager
  - HOA Presidents Focus Group
  - Recommendation on Use of Nextdoor
  - Project Updates
  - Council Planning Schedule

**AUDIENCE COMMUNICATION**

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

**RECESS TO EXECUTIVE SESSION**

*(Confidential Session of the Council)*

- M. Discussion of the status of collective bargaining negotiations

*No action anticipated*

**ADJOURNMENT**



Agenda Item # C

Meeting Date: September 26, 2017

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ASTOUND BROADBAND, LLC, D/B/A WAVE**

**PROPOSED MOTION:**

Motion to adopt the attached Ordinance granting the indirect change of control of Astound Broadband, LLC D/B/A Wave with conditions and establishing an effective date.

**KEY FACTS AND INFORMATION SUMMARY:**

On May 18, 2017, Radiate Holdco, LLC (“Radiate”) entered into an agreement to acquire all of the outstanding membership interests of Wave Holdco, LLC, (“Wave”) the parent company of Astound Broadband, LLC. Radiate, an affiliate of TPG Global, a private equity company based in San Francisco, will be acquiring a controlling ownership interest in Wave, which is the ultimate parent of Astound Broadband, LLC, the company that holds a Franchise in the City. Currently, Wave is owned by affiliates of Oak Hill Partners, a private equity company, an affiliate of GI Partners, a private equity company, and Wave Division Capital III, LLC, a company comprised of certain members of Wave’s management team. Those current owners will be selling their interest in Wave to Radiate. Radiate and Wave have submitted to the City the materials required by federal law on FCC Form 394 and by the Franchise so the City can evaluate the legal, technical and financial qualifications of Radiate. A pre and post transaction organizational chart illustrating the transaction (the “Transaction”) and the parties’ relationships is attached to this Memorandum. The Transaction is expected to close in the second half of 2017.

Radiate also holds ownership in two subsidiaries, RCN Telecom Services, LLC and Grande Communications Networks LLC. These subsidiaries provide digital television, high-speed internet, and voice communications services in seven states and the District of Columbia and are operated by the management team Patriot Media Consulting, LLC. Patriot Media Consulting will also provide operational services to Wave; however, Wave will continue to have Washington staff members. Following the consummation of this Transaction, these entities will form the sixth largest internet and cable operator in the nation.

This Transaction is considered an indirect change of control because the transaction occurs on the parent company level and the franchisee itself Astound Broadband, LLC will remain the same. The City’s Franchise will continue to be held by Astound Broadband, LLC and following the closing of the transaction, Astound Broadband, LLC will continue to operate pursuant to the terms of the Franchise. Further, Astound Broadband, LLC will remain responsible for all obligations and responsibilities under the Franchise. The Response to the Data Request (the “Response”) from Wave and Radiate states that there are no immediate plans to undertake changes to the services offered to subscribers within the City.

The Response also states that the Franchisee will continue to meet the insurance obligations required by the Franchise and that any bonds currently in place with the City will not change as a result of the Transaction. Wave and Radiate also affirm that Astound Broadband, LLC will be adequately capitalized to continue its operations and cover associated liabilities within the City. Wave and Radiate also confirm that utility tax payments to the City will continue without regard to the Transaction.<sup>1</sup>

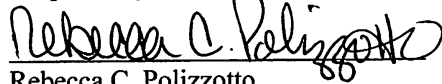
**CITY MANAGER RECOMMENDATION:**

Based on the information provided by Wave and Radiate, I recommend that the City Council approve the indirect change of control as described in the attached Ordinance. The Ordinance requires that Radiate acknowledge the indirect change in control; and that the execution of this acknowledgment occur prior to Council approval of the Ordinance. The acknowledgment affirms that the Transaction will not interfere with the binding nature of the Franchise, that Astound Broadband, LLC will continue to comply with the Franchise and the Municipal Code, that all bonds, insurance and security funds remain in full effect and that Astound Broadband, LLC remains responsible for any and all non-compliance issues. The acknowledgement and the City Council's approval are contingent on the closing of the Transaction.

**ATTACHMENTS:**

- Ordinance related to the indirect change of control
- Wave Broadband Press Release
- Public Interest Statement submitted by Radiate to the FCC
- Pre and Post Transaction Organizational Chart
- Response to Data Request #1

Respectfully Submitted:



Rebecca C. Polizzotto  
City Manager

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<sup>1</sup> Depending on the services provided within the City and the City's code, Astound Broadband, LLC may not be paying any utility taxes. Further, pursuant to RCW 35.21.860, franchise fees on service providers providing telecommunications services is prohibited, therefore the City is not receiving franchise fees.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING THE INDIRECT CHANGE OF CONTROL OF ASTOUND BROADBAND, LLC D/B/A/ WAVE WITH CONDITIONS AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, on June 13, 2017, the City of Mill Creek (the “City”) adopted Ordinance No. 2017-818 granting a nonexclusive telecommunications franchise to Astound Broadband, LLC d/b/a Wave (the “Franchisee”) to operate a telecommunications system (the “System”) within the city limits of the City of Mill Creek, with an effective date of June 23, 2017 (the “Franchise”); and

WHEREAS, Franchisee is a wholly-owned, indirect subsidiary of Wave Holdco, LLC, a Delaware limited liability company (“Wave Parent”); and

WHEREAS, on May 18, 2017, Radiate HoldCo, LLC, a Delaware limited liability company (“Radiate HoldCo”), Wave Parent, and WaveDivision Holdings, LLC, a Delaware limited liability company controlled by Wave Parent, entered into a definitive agreement pursuant to which Radiate HoldCo will acquire Wave Parent from its current majority owners (the “Transaction”); and

WHEREAS, Radiate HoldCo is a wholly-owned, indirect subsidiary of, and is controlled by, Radiate Holdings, L.P. a Delaware limited partnership (“Radiate Parent”); and

WHEREAS, as a result of this Transaction, Radiate Parent will acquire ownership of Wave Parent and control of the Franchisee; and

WHEREAS, Section 5 of the Franchise requires that the Franchisee receive the consent of the City for any indirect change of control including such indirect change of control that will occur as a result of this Transaction; and

WHEREAS, the consent of the City to the indirect change of control that will occur as a consequence of the closing of the Transaction shall not constitute a waiver or release of any rights the City or Franchisee may have under the Franchise; and

WHEREAS, the City Council deems it to be in the public interest to grant the requested consent; NOW THEREFORE,

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

Section 1. The City hereby consents to the indirect change of control that will occur as a consequence of the closing of the Transaction and in accordance with the terms of applicable law, subject to and contingent on the fulfillment of the conditions set forth in Section 2 hereof:

Section 2. Section 1 of this Ordinance is contingent on the fulfillment of the following condition: Radiate Parent shall acknowledge that the indirect change of control will not affect, diminish, impair or supersede the binding nature of the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City. Further, Radiate Parent shall acknowledge that the Franchisee shall remain responsible for any and all non-compliance issues, if any, under the Franchise and any other ordinances, resolutions, and agreements, if any, applicable to the operation of the System in the City that may have arisen prior to or that may arise contemporaneous with or after the closing of the Transaction.

Section 3. Following the indirect change of control and the City's receipt of the written acknowledgement from Radiate Parent required by Section 2, the Franchise shall remain in full effect through the remainder of the Franchise term. The Transaction and the City's consent to the indirect change of control do not modify the terms of the Franchise. Franchisee remains responsible for any obligations and liabilities under the Franchise. The City's consent to the

indirect change of control shall not be construed to constitute a waiver or release of any rights the City may have now or in the future under federal, state or local law, the Franchise, or any separate written agreements, if any, between the City and the Franchisee that relate to the Franchise.

Section 4. By consenting to this indirect change of control, the City expressly reserves and does not waive or release any rights of the City in and to the rights-of-way as provided by state law and the Mill Creek Municipal Code, nor does the City waive or release any claim or issue of non-compliance it may have, known or unknown, now or in the future related to the Franchise.

Section 5. Written acknowledgement as provided in Section 2 has been filed by Radiate Parent with the City Clerk. If any of the construction and completion bonds, security funds or insurance are amended as a result of the indirect change of control, then Franchisee shall file with the City Clerk such revised bonds, security funds or evidence of insurance within sixty (60) days of the date of the closing of the Transaction.

Section 6. To the best of the City's knowledge and belief, there are no existing facts or circumstances that with or without the giving of notice or the passage of time, or both, would constitute a default of any term or condition of the Franchise.

Section 7. If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

PASSED by the City Council of the City of Mill Creek this \_\_\_\_\_ day of \_\_\_\_\_, 2017. Signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, PEGGY LAUERMAN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



7/31/2017

Wave Acquisition - GoWave



For Business

Can I Get Wave?

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INTERNET

TV

PHONES

Current Customer

URGENT

ABOUT

CONTACT

# Wave Broadband and RCN Combine to Form one of the Largest Independent Internet and Cable Operators in the Country

Kirkland, WA. – May 22, 2017 – Wave Broadband (Wave), a gigabit fiber and broadband services company, announced today the next step in its strategic growth plan by combining forces with RCN Telecom Services, LLC (RCN) to form the nation’s sixth largest internet and cable operator, and one of the largest independent operators overall. The transaction is expected to close in the fourth quarter of 2017, and is subject to customary closing conditions, including regulatory approvals.

In August 2016, TPG Capital, the global private equity platform of alternative asset firm TPG, acquired both RCN and Grande Communications Networks LLC (“Grande”). TPG is now leading this \$2.36 billion acquisition of Wave, and will combine the company with RCN.

“Over the last several years we have accelerated our growth substantially by expanding from our heritage of residential broadband services into enterprise grade fiber,” said Steve Weed, Founder and CEO of Wave. “We are excited that our new partners in TPG and RCN recognize the value of what we have created, and share our passion for creating happy customers – we are eager to enter our next era of growth alongside them.”

Wave will continue to operate as a branded entity headquartered in Kirkland, WA, serving business and residential customers in Washington, Oregon, and California. RCN provides similar services as Wave along the East Coast and in Chicago; Grande’s operates throughout Texas. Wave will continue to grow its residential customer base while also accelerating expansion of its fast-growing

<http://residential.wavebroadband.com/wave-acquisition/>

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7/31/2017

Wave Acquisition - GoWave

commercial and enterprise business segments that have driven much of the company's recent momentum.

"At RCN and Grande, we pride ourselves on providing the best products, best service, and best value to our customers. Through our partnership with TPG, and by expanding our footprint with Wave, we are creating a market-leading broadband platform with national reach, broad capabilities and expertise, and exciting growth potential," said Jim Holanda, CEO of RCN and Grande. "We've known the team at Wave for many years, and their focus on delivering value to their customers aligns perfectly with ours."

Bringing Wave, RCN and Grande together creates a regional market leader in next-generation, high-speed data services for residential and business customers with a presence spanning the West Coast, East Coast, Chicago, and Texas.

While working through the closing process over the next several months, the leadership teams from Wave, RCN and Grande will jointly finalize transition plans that leverage the strengths from each entity to best position the collective enterprise for accelerated growth. Wave management will remain significant investors, partnering with majority owner TPG. Wave's CEO, Steve Weed, will join the combined company's Board of Directors.

## About Wave

Wave is a gigabit broadband and commercial fiber and broadband services company, with over 7,000 miles of metro fiber providing true high-speed internet service, voice, video, advanced business connectivity solutions and a variety of related products and options for business and residential customers in key areas of Washington, Oregon and California including Portland, Seattle, and San Francisco. The company is headquartered in Kirkland, Washington. For more information, visit [www.wavebroadband.com](http://www.wavebroadband.com).

<http://residential.wavebroadband.com/wave-acquisition/>

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7/31/2017

Wave Acquisition - GoWave

## About TPG

TPG is a leading global alternative asset firm founded in 1992 with approximately \$72 billion of assets under management and offices in Austin, Beijing, Boston, Dallas, Fort Worth, Hong Kong, Houston, Istanbul, London, Luxembourg, Melbourne, Moscow, Mumbai, New York, San Francisco, Seoul, and Singapore. TPG's investment platforms are across a wide range of asset classes, including private equity, growth venture, real estate, credit, and public equity. TPG aims to build dynamic products and options for its investors while also instituting discipline and operational excellence across the investment strategy and performance of its portfolio. For more information, visit [www.tpg.com](http://www.tpg.com).

## About RCN Corporation

RCN Telecom Services, LLC ([www.rcn.com](http://www.rcn.com) and [www.rcn.com/business](http://www.rcn.com/business)) provides industry-leading high-speed internet, all-digital TV and phone services for residential, small/medium and Enterprise business customers. RCN's affordably priced advanced digital services are delivered through its proprietary, state-of-the-art fiber-rich network and supported by 100% U.S.-based customer service. RCN's primary service areas include Boston, Chicago, Lehigh Valley (PA), New York City, Philadelphia (Delaware County) and Washington, DC.

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<http://residential.wavebroadband.com/wave-acquisition/>

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**PUBLIC INTEREST STATEMENT**

The Transaction will generate substantial public interest benefits without posing any actual or potential harms to consumers or competition. Consummation of the Transaction will promote competition by strengthening Wave's ability to offer consumers a strong competitive alternative source of video, high-speed Internet, voice, and business data services, and will not result in any reduction in competition, because Transferee's RCN and Grande operating subsidiaries do not serve any of Wave's markets. Consumers will face no disruption – they will receive the same services as before the Transaction – and will see definite benefits, because those services will grow and improve with the increased financial wherewithal, added experience and innovative ideas contributed by Transferee's management team. The Commission should find that the Transaction is in the public interest.

**A. The Transaction Will Produce Substantial Public Interest Benefits.**

That Transferee won the private auction for the sale of Transferor Wave Holdco and its Wave operating subsidiaries is a boon for customers and competition. While Wave could have been acquired by an operator already serving the markets at issue, Transferee's ownership will preserve and strengthen Wave's competitive voice. The combination of Wave, RCN and Grande under Transferee's ownership and management is a favorable result – not just for customers of the Wave systems being acquired, but also for the customers of Transferee's RCN and Grande systems and for other people living in the areas in which Wave, RCN, and Grande provide competition to larger incumbents. As discussed in detail below, the Wave, RCN and Grande systems are technologically innovative providers of video, voice and Internet services, dedicated to broad deployment of the highest-level technologies in the communities that they serve. Bringing these smaller, independent operations under one roof – and combining their experience,

expertise, and innovative thinking – will confer real benefits on consumers by offering even stronger competition to the larger, well-established providers in the marketplace.

Led by the experienced management team from Patriot Media, Transferee's RCN and Grande operating subsidiaries have fashioned and implemented a tech-forward strategy that has accelerated the deployment of state-of-the-art technologies, thereby strengthening their competitive position in the markets they serve. This includes following through on plans described in filings related to Transferee's acquisition of RCN and Grande; for example, since being acquired by Transferee, RCN and Grande have continued rolling out DOCSIS 3.1 throughout their footprint. RCN and Grande also have introduced Gigabit speeds in several additional markets, deployed an integrated Netflix service, partnered with TiVo to offer cutting-edge navigation devices, provided subscribers ways to easily access YouTube and Hulu through the TiVo platform, and begun offering HBOGO and a branded TV Everywhere service. Patriot Media's exemplary management performance is illustrated by the recognition RCN received as PC Magazine's Reader's Choice for Best ISP in 2015 and 2016.<sup>2</sup>

Wave's history is similar. It, too, has earned a well-deserved reputation for deploying high-capacity networks that enable Wave to offer Gigabit, 250 Mbps and 100 Mbps services to many of its customers, and at the same time supporting such services with high-quality technical support and customer service to its customers and, in particular, for developing technology enabling its 24x7 Network Operations Center to proactively monitor its distribution network and customer premises equipment and thereby prevent or quickly remedy any technical issues. The significant achievements of the highly regarded local staff of Wave in areas of technical quality and innovation have been widely recognized. In fact, Wave's enviable track record includes its

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<sup>2</sup> See Ben Z. Gottesman, "Readers' Choice Awards 2016: Internet Service Providers," PC Magazine (May 11, 2016), available at <http://www.pcmag.com/article/344519/>.

receiving the prestigious “Independent Operator of the Year” award from CableFax Magazine in 2012,<sup>3</sup> being named the “Fastest ISP in the Northwest” by PC Magazine in 2014,<sup>4</sup> and being recognized as the highest-ranked bundled-service ISP in the US by reader score by Consumer Reports in 2016.<sup>5</sup>

There will be mutual benefits from bringing under common ownership and management the forward-looking operations of these award-winning systems. The integration of the Wave networks with the RCN and Grande networks will benefit the customers of both companies by allowing not just Wave, but also RCN and Grande, to obtain more favorable financing and programming arrangements and other operational efficiencies. Further, while much of the existing Wave local staff will remain in place, Transferee’s Patriot Media management team will provide operational oversight, input and creative thinking, and ensure that Wave continues to meet the same high standards for technological innovation and customer service that Wave’s customers have come to expect, enhanced by the accomplished Patriot Media team’s expertise and experience. In addition, Patriot Media will be able to draw on Wave’s expertise providing dark fiber and its leadership in the deployment and operation of Gigabit fiber networks. RCN and Grande have begun a Gigabit upgrade to their networks and the combined entity will be able to capitalize on Wave’s experience and expertise to accelerate and improve that roll-out.

The Transaction also will facilitate system improvements, such as RCN’s upgrade to DOCSIS 3.1, which will further increase Internet speeds and will enable the operating subsidiaries to compete more effectively against larger, national rivals in both the residential and

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<sup>3</sup> See Cablefax, Top Ops Awards 2012, available at <http://www.cablefax.com/the-lists/top-ops-2012/#independent-operator-of-the-year>.

<sup>4</sup> See PC Mag, “Fastest ISPs by Region: Northwest,” (Sept. 4, 2014) available at <http://www.pcmag.com/article2/0,2817,2465507,00.asp>.

<sup>5</sup> See Consumer Reports, “Telecom Services Ratings: Bundled Services,” (last viewed: May 30, 2017) available at <http://www.consumerreports.org/products/bundled-services/ratings-overview/>.

business sectors. As an over-builder, these improvements allow customers in the markets in which Wave, RCN, and Grande operate to experience real competition and true choices, regardless of the provider they choose.

The Transaction presents a rare opportunity for a combination which allows increased efficiency and economies of scale without undermining competition. In fact, it will actually promote competition, since the combination of RCN, Grande, and Wave will more effectively compete with larger national providers. At a time when the industry is marked by growing consolidation, the presence in the marketplace of a well-funded, competitive, independent source of advanced video and broadband services becomes all the more important. The Transaction's public interest benefits go beyond investments and improvements that will be made in the Wave, RCN, and Grande operating subsidiaries: those investments and improvements will drive other competitors to make their own investments and improvements.

**B. The Transaction Will Not Result in Any Harm to the Public Interest.**

The Transaction will not result in any harms to consumers or competition or violate any Commission rule or policy. It also will not result in any horizontal consolidation among overlapping cable or telecommunications providers or result in any adverse disruption in the systems' day-to-day operations.

Significantly, there is no overlap between Transferee's existing networks and the networks operated by Wave. Wave provides services in some of the most competitive urban and suburban markets in the country, including Seattle, Portland, San Francisco, and Sacramento, along with underserved rural areas in California, Washington, and Oregon, while Transferee is providing (through RCN and Grande) voice, Internet, and video service in the District of Columbia, Illinois, Maryland, Massachusetts, New York, Pennsylvania, Virginia, and Texas.

Competition and consumer choice will be sustained, and even improved, after the Transaction. The Transaction will give Transferee control over non-overlapping subsidiaries that provide cable, telecom, and OVS service to more than 450,000 video, voice, and high-speed Internet subscribers, in addition to the 656,000 subscribers served by its existing networks. Wave is the third largest competitive wireline provider of services in most of the communities where it offers services – behind companies such as AT&T/DirecTV, Comcast, Charter, Frontier, Dish, CenturyLink, Consolidated Communications, Zayo, Integra, and Level 3 – and even the combined entity will have a significantly smaller national presence than those competitors. Thus, although the Transaction will give Wave, RCN, and Grande increased scale to compete effectively in increasingly consolidated video and broadband markets and to negotiate favorable programming and equipment deals, it will not pose any of the competitive risks that the Commission has raised when considering mergers among larger service providers.<sup>6</sup> More specifically, the Transaction will not reduce the number of head-to-head competitors in any market or create an entity with either the incentive or ability to limit consumers' access to OVD services, since none of the entities is a content producer and there is no overlap between their footprints.

Additionally, because Wave will retain many of its front-line staff members, who will now be supervised by the experienced Patriot Media team that currently manages the day-to-day operations of the RCN and Grande operating subsidiaries on behalf of Transferee, there is no risk of the sorts of adverse impact on customer service that have occurred following other

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<sup>6</sup> See, e.g., *In the Matter of Applications of Charter Communications, Inc., Time Warner Cable, Inc., and Advance/Newhouse Partnership*, 64 Comm. Reg. 1259 (2016) (noting the “deeply rooted preference for preserving and enhancing competition” and focusing in particular on OVD competition implications and geographic overlap between the applicants); see also Federal Communications Comm’n. blog post, “FCC Transaction Review: Competition and the Public Interest,” Aug. 12, 2014 (noting that preserving and promoting competition is at the core of a public interest analysis).



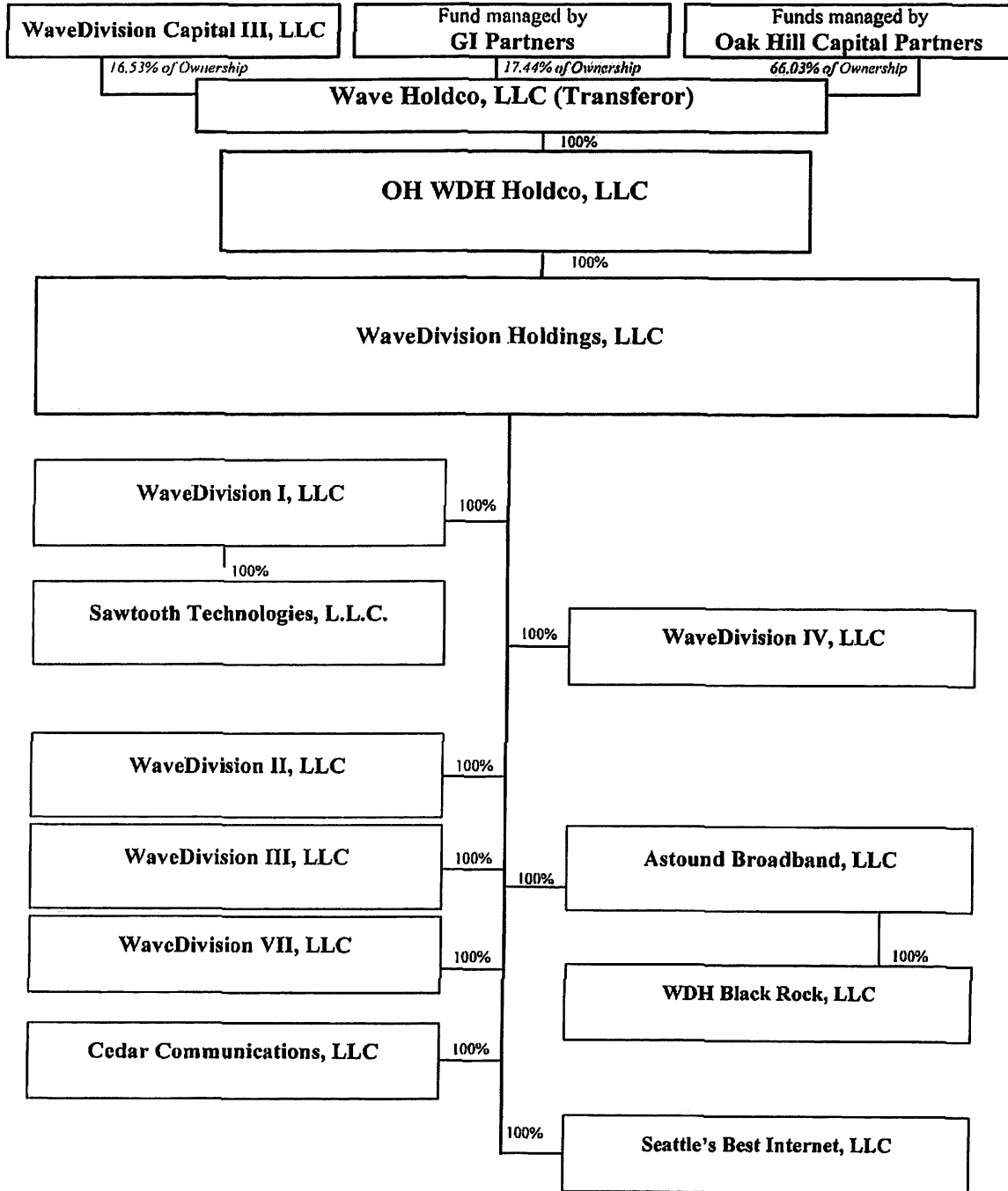
transactions. The consumer experience only will change for the better, as the purchasing power of Wave, RCN and Grande is combined to provide opportunities to obtain more favorable financing and purchasing arrangements and the improved financing options allow for even more investment and network improvements.

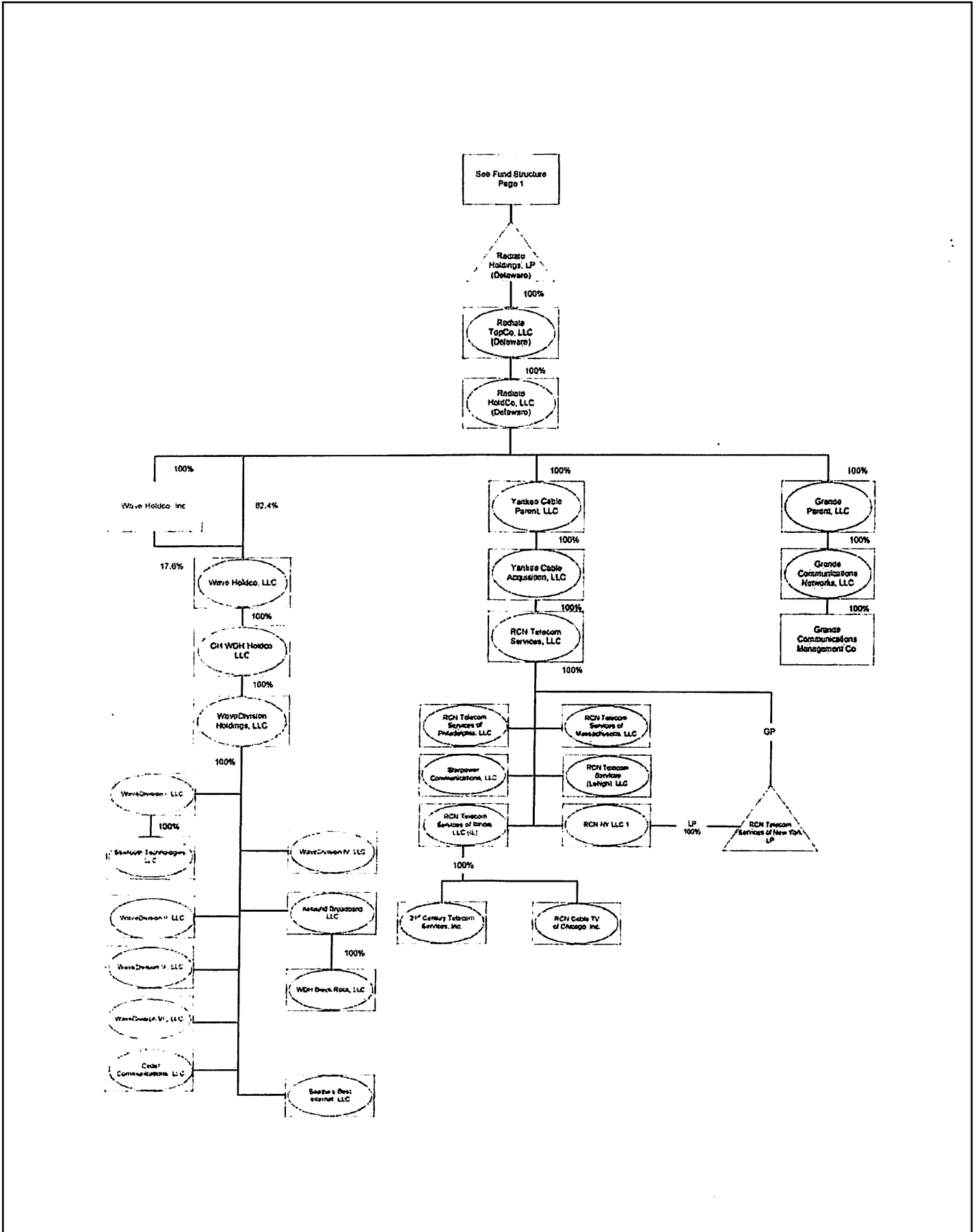
Finally, as previously explained, Wave will continue to offer competitive and innovative products, with improvements introduced over time. Thus, the Transaction is not expected to result in the discontinuance, reduction, loss or impairment of service to any customer. For that reason consumers will face no disruption in service, and will see real benefits, because those services will grow and improve with the increased financial wherewithal, added experience and innovative ideas contributed by Transferee's Patriot Media management team.

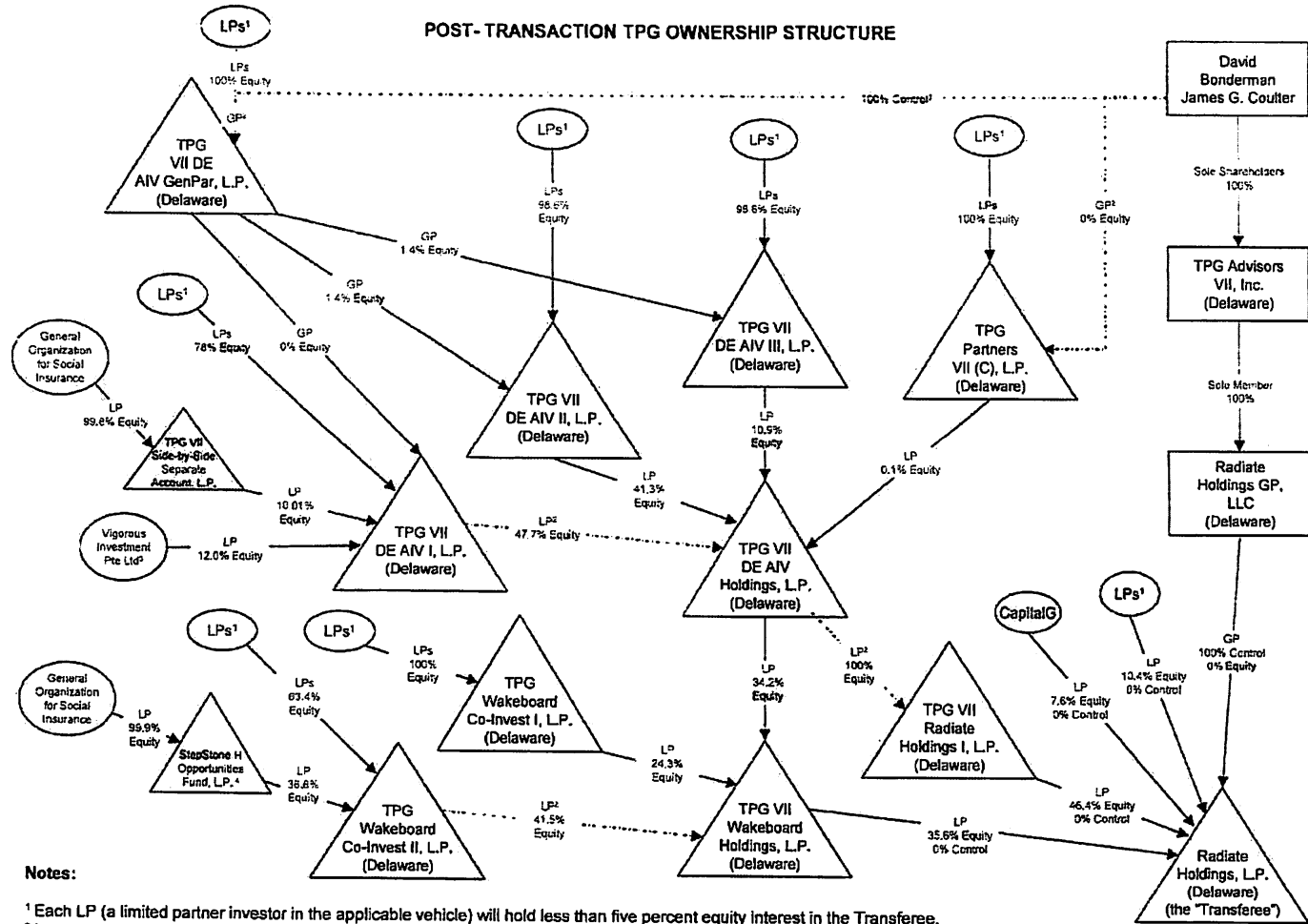
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For the reasons stated above, the Transaction will ensure that the Wave operating subsidiaries will remain robust and innovative competitors capable of providing consumers with world-class voice, video, broadband Internet, and business data services and of spurring their competitors to improve their offerings.

**Pre-Transaction Organization Chart**







**Wave Holdco, LLC  
401 Parkplace Center, Suite 500  
Kirkland, Washington 98033**

**Radiate Holdings, L.P.  
301 Commerce Street, Suite 3300  
Fort Worth, TX 76102**

Via Email and FedEx

July 27, 2017

Elana R. Zana  
Ogden Murphy Wallace, P.L.L.C.  
901 Fifth Avenue, Suite 3500  
Seattle, WA 98164-2008

**Re: FCC Form 394 – Data Request #1, Cities of Bothell, Buckley, Burien, Gig Harbor, Issaquah, Kent, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo and Normandy Park**

Dear Ms. Zana:

On behalf of Wave Holdco, LLC (“Wave”) and Radiate Holdings, L.P. (“Radiate”), we are responding to your letter to Jim Penney dated July 14, 2017, informing him that you have been retained by the Cities of Bothell, Buckley, Burien, Gig Harbor, Issaquah, Kent, Mill Creek, Monroe, Mount Vernon, Mountlake Terrace, Mukilteo and Normandy Park (the “Cities”) to review the requests for approval submitted to the Cities regarding the transfer of control from Wave to Radiate of franchisees serving the Cities.<sup>1/</sup> The requests for approval, which included FCC Form 394 and associated exhibits, were mailed to the Cities on June 16, 2017 and delivered on June 19, 2017.<sup>2/</sup>

Radiate and Wave look forward to working with you as you conduct your review of the transfer of control applications. It is our understanding that your letter requests information in addition to that required by the Form 394, the franchise agreements, and local law; we address each of the questions – combining the responses for all Cities as permitted in your letter – as follows:

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<sup>1/</sup> Wave’s subsidiary, Astound Broadband, LLC, holds telecom franchises in the following cities: Bothell, Buckley, Burien, Gig Harbor, Kent, Mountlake Terrace, Mukilteo, and Normandy Park. Wave’s subsidiary, Black Rock Cable, Inc., holds OVS franchises in Mill Creek and Monroe, as well as a telecom franchise in Mount Vernon. WaveDivision I, LLC, another Wave subsidiary, holds a cable franchise in Issaquah.

<sup>2/</sup> The applications to Issaquah and Mount Vernon were mailed on June 28, 2017 and delivered on June 29, 2017 and June 30, 2017, respectively.

Ms. Elana R. Zana  
July 27, 2017  
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***Financial Questions***

1. Please confirm that as a result of this Transaction Franchisee will continue to be adequately capitalized to continue its operations and cover any associated liabilities within the Cities?

**Response:** Yes.

2. As a result of this Transaction will Franchisee become self-insured?

**Response:** The Franchisee will not become self-insured as a result of the Transaction. Radiate will evaluate the Franchisees' insurance needs post-closing and make a decision as to how to best meet those needs.

3. As a result of this Transaction, will insurance types, levels and insurers change?

**Response:** No. Radiate and the Franchisees will continue to meet any insurance obligations in the franchise agreements.

4. As a result of this Transaction, will the additional insured endorsements provided to the City need to be modified?

**Response:** No.

5. To the extent Franchisee has any bonds in place with the City will any of these bonds change as a result of this Transaction?

**Response:** No.

***Legal Questions***

1. Provide the projected timeline for the FCC approval of the Transaction.

**Response:** The deadline for comments on the license transfer applications filed with the FCC was July 26, 2017; reply comments are due August 10, 2017. We anticipate that the FCC will approve the transaction in September.

2. List of other state and federal approvals required for this Transaction (list of other municipal approvals not requested).

**Response:** Information responsive to this question is available in Schedules 3.21 and 7.01 of the Securities Purchase Agreement that was attached to the Form 394.

3. What is the expected closing date for the Transaction?

Ms. Elana R. Zana  
July 27, 2017  
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**Response:** The closing date will be scheduled as soon as possible after obtaining the necessary regulatory approvals, but the Parties expect to close the Transaction in the second half of 2017.

4. Provide a list of any pending litigation with a local franchising authority, the FCC or state agency or commission against Radiate Holdco, LLC, Grande Communications Network LLC, or RCN Telecom Services, LLC. If any exist, please provide the state of the litigation, cause number, and general description of the subject matter.

**Response:** None.

5. Within the last three years, has Radiate Holdco, LLC, Grande Communications Network LLC, or RCN Telecom Services, LLC ever been fined or otherwise sanctioned by a local franchising authority, the FCC or a state agency or commission? If yes, please provide the name of the franchising authority and an explanation.

**Response:** No.

6. Has Radiate Holdco, LLC, Grande Communications Network LLC, or RCN Telecom Services, LLC ever filed or been a party to any suit or adversarial proceeding against a franchising authority over issues related to a telecommunications franchise? If yes, please provide the name of the franchising authority and an explanation?

**Response:** No.

***Franchise-Specific Questions***

1. Please confirm that the Franchisees will remain the same entity following the closing of the Transaction.

**Response:** Yes.

2. Provide the name and contact information for the Franchisee's representative the Cities should correspond with following the completion of this Transaction.

**Response:**

Fred Miller  
Wave Broadband  
401 Parkplace Center, Suite 500  
Kirkland, WA 98033  
360-543-5200

David von Moritz  
Wave Broadband  
401 Parkplace Center, Suite 500  
Kirkland, WA 98033  
425-896-1868

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With a cc to:

Joe Kahl  
RCN Telecom Services, LLC  
650 College Road East, Suite 3100  
Princeton, NJ 08540  
609-681-2184

Tom Steel  
RCN Telecom Services, LLC  
105 West First Street  
South Boston, MA 02127  
617-670-2906

3. Are any services changing in the Cities as a result of this Transaction?

**Response:** Radiate has no immediate plans to undertake any changes to the services offered subscribers; subscribers will continue to receive the same services as before the Transaction.

4. Does a party to this Transaction or one of its subsidiary entities, other than Wave, have an existing even if expired franchise with the Cities?

**Response:** No.

5. Is there any anticipated change in the utility tax payments made to the Cities as a result of this Transaction?

**Response:** No.

Please let us know if you have any additional questions or concerns.

Sincerely,



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James A. Penney  
General Counsel  
Wave Holdco, LLC  
401 Parkplace Center, Suite 500  
Kirkland, WA 98033



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Seth A. Davidson  
Mintz, Levin, Cohn, Ferris, Glovsky  
and Popeo, P.C.  
701 Pennsylvania Avenue, NW,  
Suite 900  
Washington, D.C. 20004  
*Counsel to Radiate Holdings, L.P.*





Agenda Item # D  
Meeting Date: September 26, 2017

**CITY COUNCIL AGENDA SUMMARY**  
City of Mill Creek, Washington

**AGENDA ITEM: 2017-2019 AGREEMENT FOR INDIGENT DEFENSE SERVICES**

**PROPOSED MOTION:**

Move to adopt the attached resolution approving the 2017-2019 Agreement for Indigent Defense Services with Feldman & Lee, P.S., and authorize the City Manager to execute the contract.

**KEY FACTS AND INFORMATION SUMMARY:**

Chapter 10.101 RCW requires that effective legal representation be provided for indigent persons and persons who are indigent and able to contribute, consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches.

The law firm Feldman & Lee, P.S. currently provides indigent defense services to the City under Contract No. 2012-1028, which commenced on November 1, 2012 and has been extended beyond its December 31, 2016 termination date by agreement of the parties to ensure continuity of services.

The 2017-2019 agreement is substantively similar to Contract No. 2012-1028, except for adjustments to the amount of monthly compensation and updated language to ensure the Contractor's compliance with the Washington State Bar Association's current Standards for Indigent Defense Services.

Compensation under the previous Contract No. 2012-1028 was set at \$5,500 per month from November 1, 2012 through June 30, 2013. Compensation increased to \$8,750 on July 1, 2013 and remains set at that amount. The 2017-2019 Agreement establishes a new monthly compensation rate of \$9,000 per month through the anticipated termination date of December 31, 2019. Additional annual lump sum payments of \$400 continue to be available for each case in excess of 300 unweighted cases formally assigned to the Contractor.

**CITY MANAGER RECOMMENDATION:**

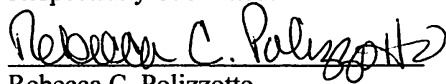
The City Manager recommends approval of the attached resolution approving the 2017-2019 Contract for Indigent Defense Services for the City of Mill Creek.

794800.1/014455.00066

**ATTACHMENTS:**

- A Resolution of the City Council of the City of Mill Creek, Washington, Approving the 2017-2019 Contract for Indigent Defense Services for the City of Mill Creek
- 2017-2019 Agreement for Indigent Defense Services with Feldman & Lee, P.S.

Respectfully Submitted:



Rebecca C. Polizzotto  
City Manager

794800.1/014455.00066

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING THE 2017 – 2019 CONTRACT FOR INDIGENT DEFENSE SERVICES FOR THE CITY OF MILL CREEK**

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WHEREAS, the Washington Supreme Court and State legislature has found that effective legal representation must be provided for indigent persons and persons who are indigent and able to contribute, consistent with the constitutional requirements of fairness, equal protection, and due process in all cases where the right to counsel attaches; and

WHEREAS, the term of the most recent contract for Indigent Defense Services for the City of Mill Creek expired on December 31, 2016; and

WHEREAS, the City staff has evaluated the qualifications of Feldman & Lee, P.S. pursuant to RCW 10.101.040 and presented that information to the City Council for review and consideration; and

WHEREAS, the City Manager has recommended the City Council select Feldman & Lee, P.S. as the Indigent Defense Services provider for the City; and

WHEREAS, the City Council has determined that Feldman & Lee, P.S. is well-qualified to provide Indigent Defense Services for the City; and

WHEREAS the City Council has determined that it is in the public interest to approve the 2017-2019 contract for Indigent Defense Services with Feldman & Lee, P.S.

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

Section 1. The City Council adopts the foregoing recitals as its findings on this matter. The contract with Feldman & Lee, P.S to provide Indigent Defense Services to the City of Mill Creek for 2017-2019 is hereby approved. The City Manager is authorized to execute the contract and such other documents as necessary to implement the contract.

770647.2/014455.00066

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

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
PEGGY LAUERMAN, CITY CLERK

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
SCOTT M. MISSALL, CITY ATTORNEY

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

770647.2/014455.00066

**CITY OF MILL CREEK CONTRACT NO. \_\_\_\_\_  
2017 - 2019 AGREEMENT FOR INDIGENT DEFENSE SERVICES**

This Agreement is entered into between the City of Mill Creek, a Washington municipal corporation, ("City") and Feldman & Lee, P.S., a Washington professional services corporation, ("Contractor").

**I. DEFINITIONS**

A. Attorney. Attorneys shall mean Attorneys working for the law firm of Feldman & Lee, P.S., and where appropriate, shall include Rule 9 interns.

B. Contractor. Contractor shall mean the law firm of Feldman & Lee, P.S., and shall mean each Attorney working for the Contractor.

C. Defendant. Defendant shall mean a person charged with a misdemeanor or gross misdemeanor offense that is filed by the City into the Snohomish County South District Court, and for whom the Contractor must provide services pursuant to Section III of this Agreement.

D. Full Time Attorney Equivalent Position. Fulltime Attorney equivalent position shall mean 40 hours of Attorney services provided pursuant to this Agreement.

**II. DURATION OF AGREEMENT**

This Agreement shall terminate on December 31, 2019, unless extended or terminated earlier in a manner permitted by this Agreement.

**III. SCOPE OF WORK AND DUTIES OF CONTRACTOR**

A. Criminal Defense Representation - To Whom Provided. Except in cases in which a conflict of interest exists, Contractor shall provide criminal defense representation to the following:

1. All Defendants for which the Contractor has been appointed by the Snohomish County South District Court or City as Attorney of record pursuant to the Court's or City's determination of indigence of the Defendant.
2. All suspects who are permitted access to a public defender while detained pursuant to an investigation for any gross or simple misdemeanor being investigated by the City of Mill Creek Police Department, including, but not limited to: the offenses of driving under the influence (RCW 46.61.502), driver under twenty-one consuming alcohol or marijuana (RCW 46.61.503) or physical control of a vehicle under the influence (RCW 46.61.504) for the purposes of consulting with the Contractor prior to deciding whether to provide a sample of breath or blood.
3. All Defendants who are not represented by private counsel and who appear for arraignment in the Snohomish County South District Court.

4. All Defendants who, while in the custody of the Snohomish County Jail are not represented by private or conflict counsel, appear in court on charges filed by the City, and accept temporary or limited representation by the Contractor without being formally appointed.

**B. Provisional and Temporary Appointments.** Contractor shall be available to provide limited representation on behalf of otherwise unrepresented Defendants at arraignments and during in custody hearings despite said Defendant not being appointed pursuant to a determination of indigence. The Contractor shall deduct from his caseload standards, one case for each four hours of time spent in preparing and appearing at any such hearings. In the event such a Defendant wishes to enter a plea of guilty, the Contractor shall request that the court accept the plea only after the Defendant waives the right to an Attorney in manner acceptable to the court. If Contractor is appointed to a case pursuant to determination of indigence at an arraignment or in-custody hearing, Contractor should not recommend a Defendant plead guilty without first having reviewed discovery from the prosecuting Attorney and adequately discussed the case with the Defendant and any witnesses the Contractor deems necessary to make such recommendation.

**C. Representation Provided to Defendants Investigated for Driving Under the Influence (RCW 46.61.502), Driving Under Twenty-One Consuming Alcohol (RCW 46.61.503), Physical Control of a Vehicle Under the Influence (RCW 46.61.504) or Another Misdemeanor or Gross Misdemeanor.** Current contractor shall be available 24 hours per day, seven days per week, by telephone for the purposes of providing representation to otherwise unrepresented suspects or Defendants who are in custody and under investigation for any gross or simple misdemeanor being investigated by the City of Mill Creek Police Department, including, but not limited to: driving under the influence (RCW 46.61.502), driving under twenty-one consuming alcohol or marijuana (RCW 46.61.503), physical control of a vehicle under the influence (RCW 46.61.504) or any other misdemeanor or gross misdemeanor. Contractor shall provide the Mill Creek Police Department with telephone numbers of its Attorneys that provide direct access to the Attorneys, and shall keep such telephone numbers up to date. Contractor may designate times in which specific Attorneys may be reached, and shall provide the numbers of alternate Attorneys if the designated Attorney cannot be reached.

**D. Duration of Representation of Defendant.** In cases in which the Contractor is appointed as Attorney of record, and unless Contractor is permitted by the court to withdraw at an earlier time, Contractor shall represent the Defendant at all stages of the criminal process, from the time of appointment as Attorney of record through the appeals process (provided that funding for appeals beyond superior court shall be pursuant to the terms of Title 15 of the Rules of Appellate Procedure), as well as during any period in which the court retains jurisdiction over the terms and conditions of any sentence or deferral.

**IV. APPEARANCE AT HEARINGS**

Contractor shall appear at all hearings scheduled by the Snohomish County South District Court in which it represents Defendants, as well as all arraignment calendars and all in-custody calendars. Contractor shall provide a sufficient number of Attorneys at the various court calendars to ensure that Defendants have a sufficient amount of time to consult with the

Contractor's Attorneys prior to each Defendant's case being heard, and to ensure that the court calendars are not delayed due to insufficient staffing of Contractor's Attorneys at the calendars.

**V. REPRESENTATION OF DEFENDANTS WHILE ON THE RECORD**

Contractor shall be with and actively representing an appointed Defendant at all times while the appointed Defendant's case is considered on the court record, and shall adequately inform the Defendant of the developments in his or her case such that the Defendant proceeds during any court hearing in a knowing, intelligent, and voluntary manner.

**VI. DEFENDANT ACCESS TO CONTRACTOR**

A. Contact Prior to Court Hearings. Contractor shall be available to appointed Defendants to ensure that appointed Defendants are provided with effective assistance of counsel. Defendant access to the Contractor prior to court hearings is paramount. Contractor shall endeavor to confer with appointed Defendants about cases prior to court hearings.

B. Toll Free Calls. Appointed Defendants shall be provided access to the Contractor by means of a toll-free local call from a Mill Creek telephone number made available by the Contractor.

C. Time to Respond. Contractor shall respond to Defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email, or otherwise.

D. Local Office Required. At all times during the term of this Agreement, Contractor shall maintain an office at its current location or within 5 miles of either the Snohomish County South District Court or the City of Mill Creek. The office of the Contractor shall accommodate confidential meetings with Defendants, shall be equipped with telephone, facsimile, and internet services, shall receive adequate cellular telephone service, and shall be the location at which mail and service of process is received.

E. Availability for and Contact with In-Custody Defendants. Contractor shall evaluate the cases of all appointed Defendants in the custody of the Snohomish County Jail prior to the time of the Defendant's trial, and shall meet with such in-custody Defendants as the Contractor deems appropriate for providing effective assistance of counsel. At a minimum, Contractor shall meet with all appointed misdemeanor Defendants who are in-custody within two court days of the Contractor being notified in writing of its appointment as that Defendant's legal representative. In addition, Contractor shall schedule no less than two periods of time each week in which to meet with appointed Defendants who are in the custody of the Snohomish County Jail. These two periods of time shall be for the purposes of responding to inmate requests, responding to letters and telephone calls, and preparing for the defense of the jailed Defendants. These two periods shall be separate in time, not necessarily in days, from court hearings held at the Snohomish County Jail.

**VII. QUALITY OF REPRESENTATION**

Contractor shall provide services in a professional and skilled manner consistent with Washington's Rules of Professional Conduct, applicable case law, the Constitutions of the United States and Washington, and the court rules that define the duties of counsel and the rights of Defendants. Contractor shall be familiar with and comply with the New Standards for Indigent Defense as adopted by the Washington State Supreme Court on June 15, 2012 in Order No. 25700-A-1004, and as thereafter amended (hereafter "the Indigent Defense Standards"). At all times during the representation of a Defendant, the Contractor's primary responsibility shall be to protect the interests of the Defendant.

Contractor shall comply with the Washington State Bar Association's Standards for Indigent Defense Services, with amendments and format updates as of September 22, 2011.<sup>1</sup> In the event that the City adopts superseding Standards for Indigent Defense Services pursuant to RCW 10.101.030, the City shall notify the Contractor in writing and the parties will incorporate such standards in the Contract.

**VIII. QUALIFICATIONS OF CONTRACTOR ATTORNEYS - TRAINING**

A. Qualifications. All Attorneys employed by Contractor for the purposes of providing the services called for in this Contract shall, at a minimum, satisfy the minimum qualifications to practice law as established by the Washington Supreme Court; be familiar with and follow the statutes, court rules, case law and constitutional law applicable to misdemeanor criminal defense work in the state of Washington; be familiar with and abide by Washington's Rules of Professional Conduct; be familiar with and abide by the Indigent Defense Standards; be familiar with the consequences to each particular Defendant of any conviction or adjudication including but not limited to jail time, financial penalties, restitution, mental health or drug and alcohol treatment obligations, license suspensions, and immigration or civil commitment implications; be familiar with mental health and substance abuse issues applicable to each Defendant; be able to recognize the need for expert services including but not limited to investigators; and be able to satisfy the terms and conditions of this Agreement.

B. Training. For each Attorney of the Contractor providing services under this Agreement, a minimum of seven hours of reportable continuing legal education credits per year shall be in the areas of criminal defense law, criminal process, trial advocacy, legal writing, appellate work, law practice management, or any other subject that, in the opinion of the Contractor, is applicable to providing criminal defense services. If Contractor employs more than 7 Attorneys, Contractor shall conduct in-house training pursuant to the Indigent Defense Standards.

**IX. USE OF RULE 9 INTERNS**

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<sup>1</sup> available at:  
[http://www.wsba.org/~media/Files/Legal%20Community/Committees\\_Boards\\_Panels/Council%20on%20Public%20Defense/Standards%20for%20Indigent%20Defense%20Services%20Approved%20by%20BOG%20as%20of%209%202022%2011.ashx](http://www.wsba.org/~media/Files/Legal%20Community/Committees_Boards_Panels/Council%20on%20Public%20Defense/Standards%20for%20Indigent%20Defense%20Services%20Approved%20by%20BOG%20as%20of%209%202022%2011.ashx)



A. Workload of Rule 9 Interns. Contractor may employ interns qualified under Admission to Practice Rule 9 who perform work pursuant to this Agreement. Rule 9 interns shall remain under the supervision of the Contractor, and an Attorney for Contractor shall remain responsible for the cases for which the Rule 9 provides services. Any applicable case load limits for Rule 9 Interns shall be one quarter (1/4) of the case load limit of an Attorney working the same number of hours.

B. Qualifications of Rule 9 Interns. Rule 9 interns shall be required to abide by Contract Sections VII and VIII except that Rule 9 interns shall not be required to complete the training requirements of Section VIII, and in place of the requirement to satisfy the minimum qualifications to practice law as established by the Washington Supreme Court, the Rule 9 intern must comply with the provisions of APR 9. Rule 9 interns shall be closely monitored by the more senior Attorneys of the Contractor.

**X. DISCOVERY TO BE PROVIDED**

The City Prosecutor shall provide Contractor one (1) copy of all discoverable material concerning each assigned case pursuant to the rules of discovery and without charge.

**XI. NUMBER OF ATTORNEYS EMPLOYED**

Contractor shall employ a sufficient number of Attorneys so as not to exceed the caseload limits.

**XII. CASELOAD LIMITS PER FULLTIME EQUIVALENT POSITION**

A. Caseload Limits in General. Contractor shall maintain a caseload such that it can provide each and every Defendant effective assistance of counsel as required by this Agreement. Subject to the remaining subsections of this section, a full time equivalent Attorney position should be appointed to no more than 400 unweighted cases per year; provided, that a fulltime equivalent Attorney position may be appointed to more than 400 unweighted cases per year if the managing partner(s) of the Contractor determine that the Contractor will meet the terms of this Agreement and the Indigent Defense Standards. Under no circumstances may a fulltime equivalent Attorney position be appointed to more than 500 cases per year.

B. Factors In Determining Permitted Caseload. In order to determine whether an Attorney can be appointed to more or less than 400 unweighted cases per year, the Contractor shall consider the following:

1. The experience of the Attorneys who perform the work called for in this Agreement.
2. The number of cases fulltime equivalent Attorney positions are currently handling that are not in pre-trial status and not on appeal.
3. The complexity of the cases.
4. The services the Contractor provides to other municipalities or private clients.

5. The number of hours the Attorney works on average more or less than 40 hours per week.

6. Efficiencies created by client meetings and court appearances taking place adjacent to one another in the same location that would not occur if the Attorney were representing a fewer number of individuals in a larger number of jurisdictions.

C. Case Defined. For the purposes of this section, the term "case" shall mean a group of criminal charges related to a single incident filed against a Defendant to which the Attorney is appointed pursuant to a finding of indigence, but shall not include temporary or provisional representation at arraignments or in-custody hearings, limited assignments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503, 46.61.504, or other crime.

D. Caseload Limit Reduction. Each Attorney's caseload limit shall be reduced by the approximate percentage of time the Attorney spends representing private clients or Defendants that have not been formally appointed pursuant to a finding of indigence. This includes the amount of time spent for temporary or provisional representation at arraignments or in-custody hearings, assignments by a court at a court hearing for that one court hearing only, and shall not include pre-filing representation provided to a suspect who is under investigation for a violation of RCW 46.61.502, 46.61.503, or 46.61.504, all to the extent such limited representation does not lead to a formal appointment.

E. Alternative Caseload Limits and Case Weighting. In the event the City or Contractor determine that it is necessary or advisable to use a caseload limit that differs from the case load limits specified in this section, either party may propose to the other an alternative standard for caseload limits so long as such standard is fully consistent with the Indigent Defense Standards. If the parties agree the proposed alternative standard is fully consistent with the Indigent Defense Standards and such alternative standards do not create an undue administrative burden on either party, the alternative standard shall be formally approved by the Contractor and the City's City Manager and incorporated within this Agreement.

### **XIII. COMPLIANCE WITH INDIGENT DEFENSE STANDARDS**

A. Caseload Monitoring. Contractor shall continually monitor the caseload and performance of Contractor as a whole and each Attorney providing services pursuant to this Agreement. Contractor shall provide projections at least three months in advance regarding the caseload limits based upon the number of Attorneys employed by Contractor and trends in case filings.

B. Caseload Level Shifting. In the event an Attorney is handling a caseload such that the Attorney is unable to provide effective assistance of counsel to each and every Defendant or is otherwise on track to exceed his/her caseload limit, Contractor shall reduce the caseload of that Attorney, and shift the reduced portion of the caseload to another Attorney employed by the Contractor.

C. Certification of Compliance. Each Attorney shall be in compliance with and shall certify compliance with the Indigent Defense Standards to the Snohomish County South District Court

on a quarterly basis or more frequently as required by the Indigent Defense Standards and in the form required by the Indigent Defense Standards.

**XIV. EXPERTS AND INVESTIGATORS**

Contractor may retain experts and investigators of the Contractor's choosing as deemed necessary to the effective defense of the Defendant, and may apply to the court for such services pursuant to applicable court rules. The reasonable fees for expert witnesses shall be included in the costs that the City pays Contractor except as ordered by the Court pursuant to CrRLJ 3.1(f).

**XV. COSTS OF TRANSCRIPTION**

The City agrees to reimburse the Contractor for all reasonable costs associated with obtaining and transcribing trial court records for appeal purposes if such costs have not been waived.

**XVI. CONFLICTS OF INTEREST**

Contractor shall maintain a database of client information sufficient for the Contractor to determine the existence of any conflicts of interest. In the event representation of a Defendant would constitute a conflict of interest, Contractor shall take such action as is appropriate pursuant to the Rules of Professional Conduct. In the event the Contractor is disqualified or excused as counsel of record due to a conflict of interest, Contractor shall not be required to pay any compensation to another Attorney assigned to represent the Defendant.

**XVII. INTERNAL PERFORMANCE MONITORING AND ATTORNEY SUPERVISION**

Contractor shall establish a program for managing the performance of Attorneys who provide the services called for in this Agreement. The performance monitoring program shall have the purpose of ensuring that each Defendant receives effective assistance of counsel, and the terms and conditions of this Agreement are met.

**XVIII. REMOVAL OF ATTORNEY**

A. Removal by Contractor. In the event Contractor determines, through its internal performance monitoring and Attorney supervision program that an Attorney or Rule 9 intern working for Contractor fails to comply with the terms of this Agreement, then Contractor shall immediately take action to prevent that Attorney or Rule 9 intern from providing the services called for in this Agreement and shall notify the City.

B. Recommendation of Removal by City. In the event the City determines that an Attorney working for the Contractor has breached this Agreement, the City may, at its sole discretion and as an alternative to termination of this Agreement, require Contractor to take action to prevent that Attorney from providing the services called for in this Agreement or otherwise cure the breach at the City's option.

**XIX. CITY CONTRACT ADMINISTRATOR - CONTRACT OVERSIGHT**

This Agreement shall be managed and monitored by the City's City Manager or by such other agent of the City as determined by the City Manager. All reports or certifications required by this Agreement shall be delivered to the City Manager or his/her designee.

**XX. REPORTS OF CONTRACTOR**

Contractor shall maintain a case reporting and case management information system, and shall submit reports to the City as follows:

A. Reports shall be submitted on a no less than a quarterly basis and shall be a condition of payment pursuant to Section XXVII.

B. Reports shall contain the following information:

1. The names of Defendants to which Contractor was appointed during the reporting period, the charges, and the associated case numbers,
2. The date of appointment,
3. The case weight assigned to the case if a case weighting system has been approved and implemented,
4. The number of appellate level cases pending, and
5. Copies of the most recent Indigent Defense Standards Certifications filed with the Court by each Attorney providing services under this Agreement.

C. Contractor shall not be required to compromise any Attorney-client privilege when providing these reports.

**XXI. COMPLAINTS AND CORRECTIVE ACTION**

A. Complaints Directed to City Manager or Designee. Any unresolved complaints regarding Contractor or an Attorney or Rule 9 intern providing services pursuant to this Agreement, whether received by the City, the Contractor, or the Court, shall be directed to the City Manager or designee.

B. Investigation. In the event a complaint is received by or directed to the City Manager or designee and is not timely resolved by the Contractor to the satisfaction of the complainant, the City will investigate the complaint by reviewing the complaint, discussing the matter with the complaining party, discussing the matter with the Contractor, and determining whether a violation of this Agreement has occurred. The City Manager or designee may consult with legal counsel or another expert as deemed necessary in order to resolve the complaint. In addition, the City may consult with the Washington State Bar Association when appropriate.

C. Corrective Action Plan or Termination. In the event the City Manager or designee determines that a violation has occurred, he or she may develop a corrective action plan or terminate this Agreement in the event it is determined that termination is appropriate. Contractor shall cooperate in any investigation of a complaint, and any corrective action plan developed by the City Manager or designee.

**XXII. TERMINATION**

A. For Cause. The City or the Contractor may terminate this Agreement immediately in the event the other party breaches the Agreement and such breach is not corrected to the reasonable satisfaction of the injured party in a timely manner after notice of breach has been provided to the other party. Each and every term of this Agreement is material. The failure of any party to comply with any term of this Agreement shall constitute a breach of this Agreement.

B. For Reasons beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Without Cause. Either party may terminate this Agreement at any time without cause upon giving the non-terminating party not less than one hundred and twenty (120) days prior written notice.

**XXIII. CONTINUATION OF REPRESENTATION AFTER TERMINATION**

In the event of termination of this Agreement, Contractor shall continue representation of Defendants to whom Contractor was assigned prior to the termination until such time as another defense Attorney has been appointed to represent such Defendants. Except in cases in which the Contractor is unable to provide services in conformance with this Agreement, Contractor shall not submit to the court a motion to withdraw from representing Defendants to which the Contractor was assigned until such time as new counsel has submitted a motion to substitute counsel. For each case in which Contractor makes one or more in-court appearances with a Defendant, not including appearances that consist solely of successful continuance motions, the City shall pay Contractor a one-time payment of ONE HUNDRED AND FIFTY DOLLARS (\$150) for all post termination services provided in the case.

**XXIV. NON-DISCRIMINATION**

Contractor shall not discriminate on the basis of sex, race, nationality, sexual orientation, color, creed, disability, age, religion or any other state or federal protected category in the hiring of employees or the provision of services pursuant to a contract with the City.

**XXV. PROOF OF LIABILITY INSURANCE**

Contractor shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts described in Exhibit A attached and incorporated by this reference.

**XXVI. INDEMNIFICATION**

Contractor shall indemnify, defend, and hold the City, its elected officials, officers, and employees harmless from any and all claims whatsoever related to or arising from the performance of the Contractor's obligations pursuant to this Agreement, including but not limited to claims arising out of the errors and omissions of the Contractor relating to the representation or lack of representation of clients, and/or by reason of accident, injury, or death caused to any persons or property of any kind occurring during the performance or lack thereof of the work required by this Agreement, or traveling to or from any place to perform the work required by this Agreement, except to the extent they are caused by the sole negligence of the City. The failure of the Contractor to carry insurance in a quantity sufficient to defend a claim or lawsuit or cover any judgment that results shall not operate to limit the Contractor's indemnification or defense of the City. This indemnification section shall survive the expiration or termination of this Agreement.

**XXVII. COMPENSATION**

A. Payment for Services. The City shall provide to Contractor for services rendered under this Agreement the sum of NINE THOUSAND DOLLARS (\$9,000) per month from October 1, 2017 through termination of the contract on December 31, 2019. Contractor shall bill the City each month for services rendered herein. In the event this Agreement is terminated pursuant to the provisions set forth in this Agreement, the Contractor's compensation shall be prorated based upon the days which have elapsed between the effective date of the termination and the first day of the month after termination.

B. Billing. The Contractor shall bill the City, in care of the City Manager or designee, on the first day of the month, or the first workday thereafter for the monthly installment set forth in subsection A of this section, and any transcription costs as permitted by this Agreement.

C. Payment. The City shall make payments within 30 days of receipt of Contractor's bill. Except as provided elsewhere in this Agreement, the payment set forth in this section shall be inclusive of administrative costs, support costs, and all costs associated with the conduct of the Contractor's business.

D. Annual Adjustment to Payment. On February 1, 2018, and each February 1 thereafter for as long as this Agreement remains in effect, Contractor may apply for a lump sum additional payment of \$400 for each case in excess of three hundred (300) unweighted cases that were formally assigned to Contractor under this Agreement on the basis of a finding of indigence during the previous calendar year. If in any calendar year Contractor is formally assigned more than 450 unweighted cases, the parties agree to renegotiate the amount of the monthly payments due to the Contractor for future months and/or the amount and timing of the per case annual adjustment payments to be made in future years. In the event the parties agree to an alternative caseload limit pursuant to subsection XII.E. of this Agreement, the parties will renegotiate this section to account for the changes in case weighting.

**XXVIII. SUBCONTRACTING PROHIBITED**

Except in extraordinary circumstances or as temporarily necessary to avoid violation of the Indigent Defense Standards, Contractor shall not subcontract with another Attorney or law firm to provide the services required herein. Contractor shall remain directly involved in and responsible for the representation of all assigned Defendants.

**XXIX. ASSIGNMENT PROHIBITED**

No assignment or transfer of this Agreement or of any interest in this Agreement shall be made by either of the parties, without prior written consent of the non-assigning party.

**XXX. AGREEMENT APPLICABLE TO ALL EMPLOYEES AND VOLUNTEERS**

The terms of this Agreement shall apply to all persons who are employed by, or who volunteer for, the Contractor, including but not limited to Attorneys, interns, paralegals, office assistants, secretaries, and investigators.

**XXXI. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR AND NOT EMPLOYEE**

This Agreement calls for the performance of the services of the Contractor as an independent contractor and Contractor will not be considered an employee of the City for any purpose. Contractor shall secure at its own expense and be responsible for any and all payment of income tax, social security, state disability insurance compensation, unemployment compensation, worker's compensation, and all other payroll deductions for the Contractor and its officers, agents, and employees and the costs of all professional or business licenses in connection with the services to be performed hereunder. Contractor shall be solely responsible for any and all claims or lawsuits filed against Contractor by personnel employed by the Attorney related to the conditions or terms of employment by the Contractor, and the Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits. Contractor further agrees that its employees are not considered employees of the City for the purposes of participating in any state or federal program, including but not limited to the retirement program provided by the Washington Department of Retirement Services, and in the event that a claim is made to the contrary by any employee or volunteer of the Contractor, Contractor shall defend, indemnify, and hold harmless the City and its employees and officers from any such claims or lawsuits and shall pay all awards ordered against the City for such claims or lawsuits.

**XXXII. ADDITIONAL SERVICES**

Contractor may be requested to perform additional services beyond the original scope of services as defined in section 1 of this Agreement. Such work will be undertaken only upon written authorization of the City based upon an agreed amount of compensation.

**XXXIII. NOTICES**

All notices and other written documentation shall be sent to the parties at the following addresses unless otherwise requested in writing:

City of Mill Creek:  
City Manager  
15728 Main Street  
Mill Creek, WA 98012

Contractor:  
James A. Feldman  
19303 44th Avenue West, Suite A  
Lynnwood, WA 98036

**XXXIV. ENTIRE AGREEMENT - AMENDMENTS**

This instrument contains the entire Agreement between the parties for the contemplated work and services to commence August 1, 2017, and it may not be enlarged, modified, altered, or amended except in writing signed and endorsed by the parties.

**XXXV. DUPLICATE ORIGINALS**

This Agreement is executed in duplicate originals.

**XXXVI. EFFECTIVE DATE**

The terms of this Agreement shall take effect on August 1, 2017.

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

CITY OF MILL CREEK

FELDMAN AND LEE P.S.

\_\_\_\_\_  
Rebecca Polizzotto, City Manager

\_\_\_\_\_  
James Feldman, Managing Partner

ATTEST:

\_\_\_\_\_  
Peggy Lauerman, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Scott M. Missall, Acting City Attorney



**EXHIBIT A  
INSURANCE REQUIREMENTS FOR SERVICES AGREEMENTS**

**Insurance**

The Contractor 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 Contractor, their agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Professional Liability insurance appropriate to the Contractor's profession.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance naming the City as an additional insured. 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.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Mill Creek shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the Contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured

against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Contractor 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 Contractor before commencement of the work.

**F. Subcontractors**

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage' for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.



Agenda Item # E  
Meeting Date: **September 26, 2017**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR THE INSTALLATION OF AN ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM**

**PROPOSED MOTION:**

Motion to approve Resolution Number 2017-\_\_\_\_\_ authorizing the City Manager to execute an Interlocal Agreement with Snohomish County for the installation of an Adaptive Traffic Signal Control System.

**KEY FACTS AND INFORMATION SUMMARY:**

Snohomish County, in partnership with the Cities of Bothell, Lynnwood, Mill Creek, Mountlake Terrace, and the Washington State Department of Transportation, are participating in a joint project to install an Adaptive Traffic Signal Control System at certain signalized intersections on Alderwood Mall Parkway, Ash Way, Bothell Way, Bothell Everett Highway, Mill Creek Blvd., 44<sup>th</sup> Ave W, 164<sup>th</sup> St SW, NE 242<sup>nd</sup> St., SR 99, SR 522 and SR 527 (“Project”).

The Project is the next phase of system-wide mobility improvements to enhance access and circulation in corridors serving the Paine Field Regional Manufacturing/Industrial Center (MIC) and the Bothell Canyon Park and Lynnwood Regional Growth Centers. The selected adaptive control system will benefit commuters, residents and freight movers with measurable improvement by reducing corridor travel times and providing an equitable level of service distribution at each intersection. The system will allow the intersections to be operated as a complete corridor during peak travel times to manage traffic clusters and maximize the number of vehicles that can get through each intersection in each cycle thereby reducing stopping and delay. The result will be substantially reduced corridor travel times on the selected routes and an improved level of service.

A portion of the Project Area is located within the City. The remainder of the Project Area is located in areas under the jurisdiction of the other Project participants. The County, on behalf of all the Project Participants, applied for and received a Federal Surface Transportation Program (STP) grant that will partially fund the costs associated with designing and constructing the Project.

The Project is estimated to cost \$2,000,000, of which the STP grant will fund up to eighty six and one half percent (86.5%) or \$1,730,000, whichever is less, of the total cost of the Project.

The Project Participants will pay the remaining balance which is estimated to be \$270,000, of which the City’s percentage portion of the remaining balance is four percent (4%) and is estimated to be \$12,000, (\$1,200 for Design and \$10,800 for Construction).

City Council Agenda Summary  
Page 2

**CITY MANAGER RECOMMENDATION:** The City Manager recommends the City Council approve Resolution Number 2017-\_\_\_\_\_ authorizing the City Manager to execute an Interlocal Agreement with Snohomish County for the installation of an Adaptive Traffic Signal Control System.

**ATTACHMENTS:**

- Resolution
- Interlocal Agreement

Respectfully Submitted:



Rebecca C. Polizzotto  
City Manager

**RESOLUTION NO. 2017-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR THE INSTALLATION OF AN ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM**

WHEREAS, the City of Mill Creek in partnership with Snohomish County has a joint project to install an Adaptive Traffic Signal Control System (“Project”) at certain signalized intersections; and

WHEREAS, the Project will benefit commuters, residents and freight movers with measurable improvement; and

WHEREAS, A portion of the Project is located within the City; and

WHEREAS, the City’s cost portion of the Project is estimated to be \$12,000; and

WHEREAS, the City Manager has recommended the City Council approve the Interlocal Agreement with Snohomish County; and

WHEREAS, the City Council agrees with the recommendation set forth in the Agenda Summary dated September 26, 2017; and

WHEREAS, the City Council has determined it is in the public interest to approve and execute the Interlocal Agreement with Snohomish County.

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

Section 1. The Interlocal Agreement with Snohomish County to install an Adaptive Traffic Signal Control System is approved. The City Manager is authorized to execute the Interlocal Agreement.

Adopted this 26th day of September, 2017, by a vote of \_\_\_ for, \_\_\_ against, and \_\_\_ abstaining.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
PEGGY LAUERMAN, 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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**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND THE CITY OF MILL CREEK CONCERNING THE  
INSTALLATION OF AN ADAPTIVE TRAFFIC SIGNAL  
CONTROL SYSTEM**

This INTERLOCAL AGREEMENT, (the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MILL CREEK, a Washington municipal corporation (the "City") and collectively as the "Parties".

**RECITALS**

- A. Snohomish County, in partnership with the Cities of Bothell, Lynnwood, Mill Creek, Mountlake Terrace, and the Washington State Department of Transportation, (the "Project Participants") have a joint project to install an Adaptive Traffic Signal Control system at certain signalized intersections on Alderwood Mall Parkway, Ash Way, Bothell Way, Bothell Everett Highway, Mill Creek Blvd., 44<sup>th</sup> Ave W, 164<sup>th</sup> St SW, NE 242<sup>nd</sup> St., SR 99, SR 522 and SR 527, hereinafter the "Project", and as shown in Exhibits A and B to this Agreement.
- B. The Project is the next phase of system-wide mobility improvements to enhance access and circulation in corridors serving the Paine Field Regional Manufacturing/Industrial Center (MIC) and the Bothell Canyon Park and Lynnwood Regional Growth Centers. The selected adaptive control system will benefit commuters, residents and freight movers with measurable improvement by reducing corridor travel times and providing an equitable level of service distribution at each intersection. The system will allow the intersections to be operated as a complete corridor during peak travel times to manage traffic clusters and maximize the number of vehicles that can get through each intersection in each cycle thereby reducing stopping and delay. The result will be substantially reduced corridor travel times on the selected routes and an improved level of service.
- C. The Project will consist of replacing existing signal software with new adaptive signal software and replacing or adding new equipment and communication pathways as needed, but does not include the purchase or installation of any detection equipment. Further, the Project will also provide the Parties the ability to view the adaptive signal operations in real time from each party's traffic management center. The Project will be completed in two stages, with Stage One being Project Engineering/Design (PE) and Stage Two being Project Construction/Deployment (CN). Stage One is anticipated to be completed in 2017 and Stage Two in 2018.
- D. A portion of the Project Area is located within the City. The remainder of the Project Area is located in areas under the jurisdiction of the other Project Participants. For purposes of this Agreement, the portion of the Project Area

located within the City are the intersections identified by a purple circle, as shown in Exhibit A of this Agreement, and shall be called the "City Project Area".

- E. The County, on behalf of all the Project Participants, applied for and received a Federal Surface Transportation Program (STP) grant that will partially fund the costs associated with designing and constructing the Project.
- F. The Project is estimated to cost \$2,000,000, of which the STP grant will fund up to eighty six and one half percent (86.5%) or \$1,730,000, whichever is less, of the total cost of the Project.
- G. The Project Participants will pay the remaining balance which is estimated to be \$270,000, on a percentage basis as determined by dividing the number of intersections per Project Participant by the total number of Project intersections as shown in Exhibit B. Of the remaining balance, ten percent (10%) is allocated to Engineering/Design and ninety percent (90%) is allocated to Construction/Deployment. Each Project Participant will also be responsible for paying the costs associated with the purchase and installation of any detection equipment, if needed, for each intersection listed in Exhibit B for the Project Participant.
- H. The City's percentage portion of the remaining balance is four percent (4%) and is estimated to be \$12,000, (\$1,200 for Engineering/Design and \$10,800 for Construction/Deployment).
- I. The County and the City agree that it will be more efficient and mutually beneficial for the County and the City to work cooperatively together and for the County to be the lead entity responsible for the overall planning, design and deployment of the Project.

**AGREEMENT**

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

**1. Requirements of Interlocal Cooperation Act**

1.1 Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to accomplish the Project.

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

1.3 Ownership of Property. Except as expressly provided to the contrary in this Agreement or by separate agreement, any real or personal property acquired and/or



installed pursuant to the performance of this Agreement shall be owned and maintained by the Project Participant in whose right-of-way or geographical boundaries that said real or personal property is located, and no other Project Participant shall have any interest therein.

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

County’s Initial Administrator:

Mohammad Uddin  
Traffic Operations Supervisor  
Snohomish County DPW  
3000 Rockefeller Avenue M/S 607  
Everett, Washington 98201  
425-388-3099  
mohammad.uddin@snoco.org

City’s Initial Administrator:

Kamal Mahmoud, PE  
Acting Director of Public Works  
City of Mill Creek / Public Works  
15728 Main Street  
Mill Creek, WA 98012  
425-921-5745  
kamalm@cityofmillcreek.com

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

**2. Effective Date and Duration**

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect until all obligations of the Parties are discharged, unless earlier terminated pursuant to the provisions of Section 11 below.

**3. County Responsibilities**

3.1 **Lead Agency.** The County shall serve as the lead agency for the Project for purposes of Project design and deployment.

3.2 **Engineering and Design Services.** The County, in compliance with the WSDOT Local Agency Design Manual and FHWA requirements, shall provide the City with the following engineering and design services for those portions of the Project located in the City Project Area: a Systems Engineering Analysis including the Concept of Operation document, the System Requirements, a Verification Plan, a Validation Plan and a Procurement Plan (“Engineering and Design Services”). The City and County will meet as needed to implement and execute the Systems Engineering Analysis process. The County shall segregate the costs of the Design Services from the total costs of designing the entire Project in the manner described in Section 5.2 below.

3.3 **Construction Services.** The County shall provide project construction and deployment services (“Construction Services”) to the City for those portions of the Project located in the City Project Area. The County shall segregate the costs of the Construction Services from the total costs of constructing the entire Project in the manner described in Section 5.3 below.

3.4 Invoicing. The County shall invoice the City for Engineering and Design Services and Construction Services provided under this Agreement. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice.

3.5 Quality of Services. The County services provided under this Agreement shall be of good quality, consistent with appropriate and accepted industry standards.

3.6 Independent Contractor. The County will perform its obligations under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County has the express right to direct and control the County's activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

3.7 Sub-Contracting. The County, in its sole discretion, may hire one or more contractors/consultants and/or sub-contractors/consultants to perform some or all of the services.

3.8 Detection Equipment. The County will purchase and install any detection equipment at its own expense, if needed, for each County intersection identified in Exhibit B.

**4. City Responsibilities**

4.1 Document Review and Cooperation. The City shall provide its comments within two weeks for all key deliverables listed in Section 3.2. The City shall make its personnel, including but not limited to its Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Engineering and Design Services and the Construction Services.

4.2 Grant of Access. The City grants to the County, for the purpose of performing its obligations under this Agreement, permission and right-of-entry on, over, under, above and through those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient, in the reasonable judgment of the County engineer, for the County to access in performing the Services.

4.3 Adding Intersections. In the event the City adds one or more City intersections to the Project beyond those shown in Exhibits A and B, the City agrees to pay all additional costs associated with additional equipment needed during the construction/deployment stage. The City also agrees that no grant funds will be utilized towards the purchase of additional equipment associated with any intersections added beyond those shown in Exhibits A and B.

4.4 Detection Equipment. The City will purchase and install detection equipment at its own expense, if needed, for each City intersection identified in Exhibit B.

**5. Payment by City**

5.1 Costs. The City shall reimburse the County on a time and materials basis including an administrative fee in accordance with Sub-section 5.4 for the costs of the services provided by the County that are not paid by the STP Grant. The County agrees that only those costs directly allocable to the services under accepted accounting procedures will be charged to the City. By way of example, the allocable costs calculation may include the following types of cost components:

- 5.1.1 Salaries, wages, benefits of all County employees engaged therein;
- 5.1.2 Travel expenses, including mileage of County employees;
- 5.1.3 Materials, when provided by the County;
- 5.1.4 County-owned machinery and equipment, for which the County equipment rental rate shall be included in computing the cost of the machinery and equipment;
- 5.1.5 Other costs and incidental expenses; including depreciation on County machinery and equipment;
- 5.1.6 The full cost to the County of rental machinery and equipment, together with any operator furnished therewith;
- 5.1.7 The cost of equipment, supplies, and related expenses when purchased by the County; and
- 5.1.8 Payment to consultants, sub-consultants, contractors or sub-contractors for work performed on behalf of the County.

5.2 Costs for Engineering and Design Services. The costs associated with the Engineering and Design Services associated with the Project are estimated at \$200,000, of which eighty six and one half percent (86.5%) or up to \$173,000, whichever is less will be funded through the STP grant, with the remaining \$27,000 being paid by the Project Participants. The City's portion of the remainder is four percent (4%) and is estimated to be \$1,200. The City shall pay its portion of the remainder to the County consistent with the methodology and cost components described in Section 5.1 above.

5.3 Costs for Construction Services. The costs associated with the Construction Services for the Project are estimated at \$1,800,000 of which eighty six and one half percent (86.5%) or up to \$1,557,000 will be funded through the STP grant, with the remaining \$243,000 being paid by the Project Participants. The City's portion of the remainder is four percent (4%) and is estimated to be \$10,800. The City shall pay its portion of the remainder to the County, consistent with the methodology and cost components described in Section 5.1 above.

5.4 Administrative Fee. For the purposes of fixing the compensation to be paid by the City to the County for the services under this Agreement, it is agreed that there shall be included in each billing, to cover administrative costs, an administrative fee not to exceed the County administrative rate. This rate is currently set at twenty percent (20%) of the total labor and benefits cost to the County for only those County employees performing services for the City under this Agreement. The administrative rate is not included in charges for materials, equipment or payments to contractors or subcontractors.

This rate may be reasonably adjusted annually to reflect changes in actual administrative costs without the need for a formal amendment of this Agreement.

5.5 Payment of Invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days following receipt by the City of said invoices. Timely payment of an invoice shall not constitute acceptance by the City of the Services at issue. Instead, the City's acceptance of Services shall be governed by Section 6 below.

**6. Review, Inspection and Acceptance of Services**

The City shall have the right to review and approve the Engineering and Design Services and the Construction Services. Such review and approval shall occur as outlined in the publication titled Systems Engineering for Intelligent Transportation Systems by the US Department of Transportation, Federal Highway Administration and Federal Transit Administration, Dated January 2007 and as amended.

**7. Indemnification/Hold Harmless**

7.1 County's Indemnification of City. The County shall indemnify, defend and hold the City harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the City may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on, about or around the City's Project Area due to or arising out of the County's performance of Services pursuant to this Agreement, but only to the extent such accidents, damages or injuries are due to any negligent or wrongful act or omission of the County; or (ii) any breach or Default (as such term is defined in Section 10.1 below) by the County under this Agreement.

7.2 City's Indemnification of County. The City shall indemnify, defend and hold the County harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the County may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring in, on or around the City's Project Area during the term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the City; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the City under this Agreement.

7.3 Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 7.1 and 7.2 above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

7.4 Survival. The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

**8. Insurance**

Each party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s).

**9. Compliance with Laws**

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

**10. Default and Remedies**

10.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

**11. Termination**

11.1 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party delivering to the other party thirty (30) days’ advance written notice. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Termination By City. Upon termination of this Agreement by the City as provided in Section 11.1, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The City, if required by the grant, shall also be responsible for repaying any grant funds applied towards the City’s portion of the Project up to the time of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs and, if required, any grant funds owed. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

11.3 Termination By County. Upon termination of this Agreement by the County as provided in Section 11.1, the County shall reimburse the City in accordance with the following:

11.3.1 If the termination is prior to the completion of the Engineering/Design Services, the County shall reimburse the City for all Engineering/Design Services paid by the City with local funds,

11.3.2 If the termination is after the completion of the Engineering and Design Services and prior to implementing the Construction/Deployment Services the County shall not be required to reimburse the City for any Engineering and Design Services paid by the City with local funds, but will transfer the engineering and design work product and associated intellectual property rights related to the City's intersections to the City, or

11.3.3 If the termination is during the implementation of the Construction/Deployment Services the County shall reimburse the City only for those Construction/Deployment Services paid by the City with local funds, and will transfer the engineering and design work product and associated intellectual property rights related to the City's intersections to the City.

**12. Notices**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.4 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**13. Miscellaneous**

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

13.2 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

13.3 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this

Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

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

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

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

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

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

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

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

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

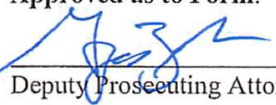
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**SNOHOMISH COUNTY**

**CITY OF MILL CREEK**

By: \_\_\_\_\_  
Dave Somers  
County Executive

By: \_\_\_\_\_  
Rebecca Polizzotto  
City Manager

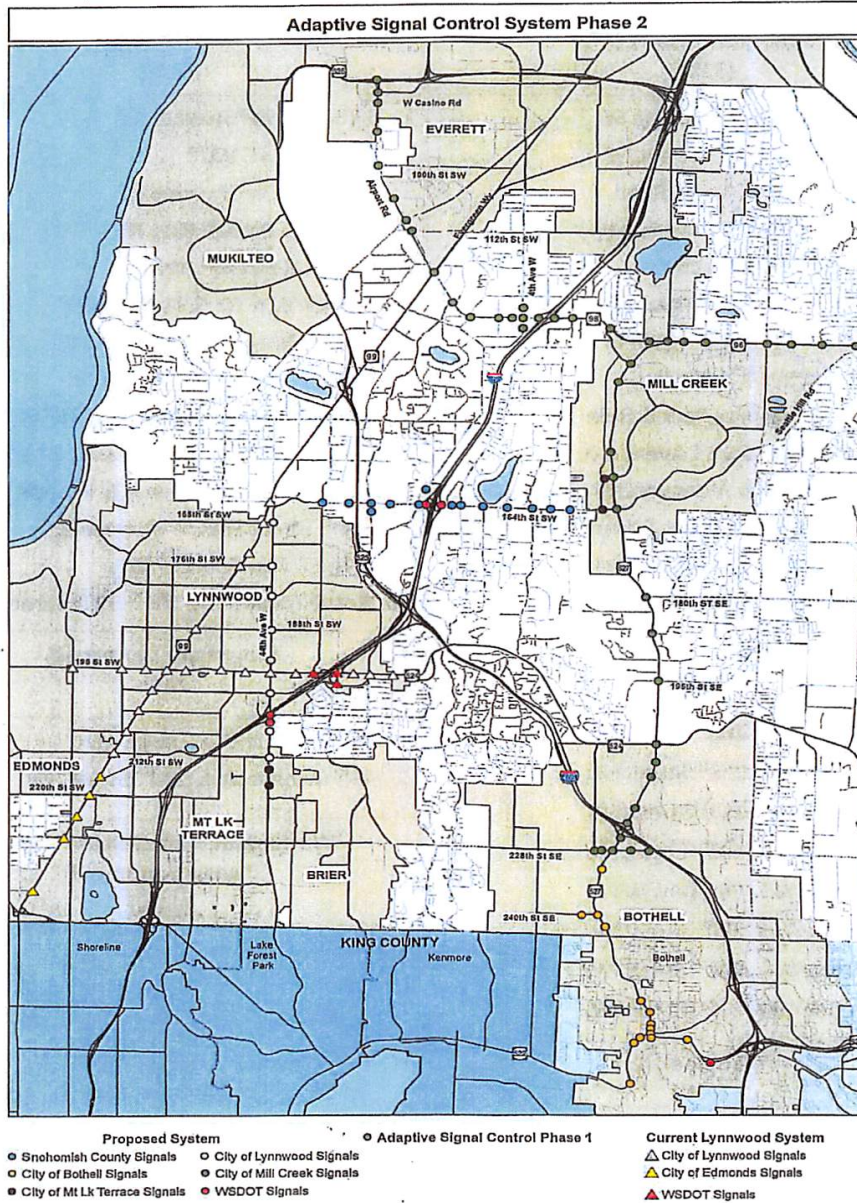
Approved as to Form:  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Approved as to Form:  
\_\_\_\_\_  
City Attorney

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**EXHIBIT A  
MAP OF THE ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM  
BY JURISDICTION AND INTERSECTION**



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND THE CITY OF MILL CREEK CONCERNING THE INSTALLATION  
OF AN ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM

**EXHIBIT B  
ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM  
BY JURISDICTION AND INTERSECTION**

(There are 44 intersections associated with the Project)

<b>Snohomish County (14) (31%)</b>	<b>Bothell (14) (31%)</b>
<ol style="list-style-type: none"> <li>1. 164<sup>th</sup> Street SE &amp; 3<sup>rd</sup> Avenue SE</li> <li>2. 164<sup>th</sup> Street SE &amp; 1<sup>st</sup> Avenue SE</li> <li>3. 164<sup>th</sup> Street SW &amp; North Road</li> <li>4. 164<sup>th</sup> Street SW &amp; 6<sup>th</sup> Avenue W</li> <li>5. 164<sup>th</sup> Street SW &amp; Larch Way</li> <li>6. 164<sup>th</sup> Street SW &amp; 13<sup>th</sup> Avenue W</li> <li>7. 164<sup>th</sup> Street SW &amp; 14<sup>th</sup> Place W</li> <li>8. 164<sup>th</sup> Street SW &amp; Ash Way</li> <li>9. Ash Way &amp; Ash Way Park &amp; Ride</li> <li>10. 164<sup>th</sup> Street SW &amp; 25<sup>th</sup> Avenue W</li> <li>11. 164<sup>th</sup> Street SW &amp; Alderwood Mall Parkway</li> <li>12. Alderwood Mall Parkway &amp; Fred Meyer Signal</li> <li>13. 164<sup>th</sup> Street SW &amp; Swamp Creek Park &amp; Ride</li> <li>14. 164<sup>th</sup> Street SW &amp; 35/36<sup>th</sup> Avenue W</li> </ol>	<ol style="list-style-type: none"> <li>1. SR 522 &amp; 96<sup>th</sup> Avenue NE</li> <li>2. SR 522 &amp; NE 180<sup>th</sup></li> <li>3. SR 522 &amp; 98<sup>th</sup> Avenue NE</li> <li>4. SR 522 &amp; Bothell Way NE</li> <li>5. SR 522 &amp; Kaysner Way</li> <li>6. Bothell Way NE &amp; Main Street</li> <li>7. Bothell Way &amp; NE 183<sup>th</sup> Street</li> <li>8. Bothell Way &amp; NE 185<sup>th</sup> Street</li> <li>9. Bothell Everett Highway &amp; 237<sup>th</sup> St SE</li> <li>10. Bothell Everett Highway &amp; NE 242<sup>nd</sup> Street</li> <li>11. Bothell Everett Highway &amp; NE 240<sup>th</sup> Street</li> <li>12. 240<sup>th</sup> Street SE &amp; 7<sup>th</sup> Avenue SE</li> <li>13. Bothell Way &amp; Reder Way</li> <li>14. Bothell Way &amp; NE 190<sup>th</sup>/191<sup>st</sup> Street</li> </ol>
<b>Lynnwood (8) (18%)</b>	<b>Mountlake Terrace (2) (4%)</b>
<ol style="list-style-type: none"> <li>1. 44<sup>th</sup> Avenue W &amp; 168<sup>th</sup> Street SW</li> <li>2. 44<sup>th</sup> Avenue W &amp; 176<sup>th</sup> Street SW</li> <li>3. 44<sup>th</sup> Avenue W &amp; 181<sup>st</sup> Street SW</li> <li>4. 44<sup>th</sup> Avenue W &amp; 188<sup>th</sup> Street SW</li> <li>5. 44<sup>th</sup> Avenue W &amp; Veterans Way</li> <li>6. 44<sup>th</sup> Avenue W &amp; 200<sup>th</sup> Street SW</li> <li>7. 44<sup>th</sup> Avenue W &amp; 208<sup>th</sup> Street SW</li> <li>8. 44<sup>th</sup> Avenue W &amp; 212<sup>th</sup> Street SW</li> </ol>	<ol style="list-style-type: none"> <li>1. 44<sup>th</sup> Avenue W &amp; Hawk Way</li> <li>2. 44<sup>th</sup> Avenue W &amp; 214<sup>th</sup> Street SW</li> </ol>
	<b>Washington State Department of Transportation (5) (11%)</b>
	<ol style="list-style-type: none"> <li>1. SR 522 &amp; Campus Way NE</li> <li>2. 164<sup>th</sup> Street SW &amp; I-5 Northbound Ramps</li> <li>3. 164<sup>th</sup> Street SW &amp; I-5 Southbound Ramps</li> <li>4. 44<sup>th</sup> Avenue W &amp; 204<sup>th</sup> Street SW</li> <li>5. 44<sup>th</sup> Avenue W &amp; I-5 Northbound Ramp</li> </ol>
<b>Mill Creek (2) (4%)</b>	
<ol style="list-style-type: none"> <li>1. 164<sup>th</sup> Street SE &amp; 9<sup>th</sup> Avenue SE</li> <li>2. Mill Creek Blvd &amp; Main Street</li> </ol>	



Date: September 26, 2017

A/P Check Batches		
Dated	Check Numbers	Amount
09/14/2017	57452-57522	\$176,004.78
09/19/2017	ACH-Union 76 Fleet-Aug	\$3,918.57
<b>Total</b>		<b>\$179,923.35</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 57452 through 57522, and ACH in the amount of \$179,923.35.

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

\_\_\_\_\_

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

*Peggy Law*  
Finance Director

*Rebecca C. Polyzoff*  
City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval I.doc

**ACH Cash Pro Online**  
City of Mill Creek

Report Date: 09/19/2017  
Report Time: 10:55:58 AM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	09/19/2017
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	76
Batch Status:	Submitted	Created By:	SANKOTTKE
Released By:	PLAUERMAN		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
76 FLEET WEX BANK		\$3,918.57	C	071000288	4539508	C	0045514
76 FLEET WEX BANK		\$0.00	PC	071000288	4539508	C	0045513

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$3,918.57	1
Prenotes	\$0.00	1

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$3,918.57	1
Prenotes	\$0.00	1

**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 9/15/2017 2:58 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57452	911SUPPL 52873	911 Supply Inc 1 Pr Boots, 1 Pr Pants-G Elwin	09/14/2017		336.66
Total for Check Number 57452:				0.00	336.66
57453	ADLFSASC 130466	ESA Prof Serv Eastgate Village Property Wetland Bot	09/14/2017		1,578.54
Total for Check Number 57453:				0.00	1,578.54
57454	ADPLLC 499089539	ADP, LLC Payroll Processing Chgs 08/15	09/14/2017		377.05
Total for Check Number 57454:				0.00	377.05
57455	ALEXPRCO 51733 51733A	Alexander Printing Company Inc 250 - Business Cards - K Mahmoud 250 - Business Cards - G Elwin	09/14/2017		35.88 35.88
Total for Check Number 57455:				0.00	71.76
57456	APPDANST 6623	Applause Studio Inc Musical Theater Camp 08/28-08/31 #6623	09/14/2017		808.00
Total for Check Number 57456:				0.00	808.00
57457	BANKCR23 1	Business Card IACP Conf 10/21-10/24-G Elwin	09/14/2017		295.00
Total for Check Number 57457:				0.00	295.00
57458	BANKCR24 1 2	Business Card Coil Asy, Spark Plugs-Car #38 Dinner 08/30-Training-P Lauerman	09/14/2017		995.72 19.94
Total for Check Number 57458:				0.00	1,015.66
57459	BANKCR26 1 2 3	Business Card WAPRO Membership-G Pfister WAPRO PRA 101 Training-G Pfister IIMC Annual Membership-G Pfister	09/14/2017		25.00 25.00 100.00
Total for Check Number 57459:				0.00	150.00
57460	BARKTIME 17370	Bark Time Sof'Fall ADA Approved Playchips-Variou Parks	09/14/2017		15,235.20
Total for Check Number 57460:				0.00	15,235.20
57461	CASCSIGN 4097	Cascade Signal Corp Tesco 26-000 Power Pedestal-North Pointe Park	09/14/2017		2,925.60

*E 9/15/17*

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57461:	0.00	2,925.60
57462	CHIEFSU 183924A 183924B	Chief/Law Enforcement Supply 30 min flares no spike/stand Use Tax, 30 min flares no spike/stand	09/14/2017		657.98 -61.98
			Total for Check Number 57462:	0.00	596.00
57463	CIEDMOND RGG-170055	City of Edmonds Domestic Violence Coordinator - Sept	09/14/2017		954.90
			Total for Check Number 57463:	0.00	954.90
57464	CINTAS 460165648 460165648A 460175144 460175144A	Cintas Corporation Loc. #460 Floor Mat Service 07/07 Floor Mat Service 07/07 Floor Mat Service 07/21 Floor Mat Service 07/21	09/14/2017		78.67 45.92 78.67 45.92
			Total for Check Number 57464:	0.00	249.18
57465	CITYLYN 13407	City of Lynnwood Jaif Room & Board - May	09/14/2017		1,577.50
			Total for Check Number 57465:	0.00	1,577.50
57466	CODPUBCO 57378	Code Publishing Company City of Mill Creek - Municipal Code - Complete	09/14/2017		71.76
			Total for Check Number 57466:	0.00	71.76
57467	COMCAST 0724345	Comcast Internet for ITS 09/14-10/13	09/14/2017		106.40
			Total for Check Number 57467:	0.00	106.40
57468	CROWNCFE 81272	Crown Films/Custom Bioplastics 40 Cases- Dog Waste Bags/21 Dispenser Shelves	09/14/2017		3,941.28
			Total for Check Number 57468:	0.00	3,941.28
57469	DANAT 6553	Trudy Dana Babysitting Safety Class 08/29-08/31 #6553	09/14/2017		1,085.00
			Total for Check Number 57469:	0.00	1,085.00
57470	DEPTL&I 217079	Dept of Labor & Industries Elevator Operating Permit-City Hall North 11/01	09/14/2017		129.00
			Total for Check Number 57470:	0.00	129.00
57471	ECITYHAR W.O. No. 23945	Emerald City Harley-Davidson Rear Brake Pads, Oil Change-Motorcycle	09/14/2017		269.70
			Total for Check Number 57471:	0.00	269.70
57472	ELLITIRE 079564 079678 079683	Elliott Tire & Service Inc Front Brake, Rotors, LOF, Wiper Blades-Car# 4 Tires, Alignment, Tire Install Package, TPMS- LOF, Front Brake Reline, Brake Flush-Car #42	09/14/2017		929.52 875.62 467.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57472:	0.00	2,272.24
57473	ELWING TRAVELEXP	Greg Elwin Airfare IACP Conference	09/14/2017		576.40
			Total for Check Number 57473:	0.00	576.40
57474	EVERGRMI MC037 2017 MC038 2017 MC039 2017	Evergreen Maintenance Landscaping, LLC Pond #4 WSDOT Landscaping 08/23 Pond #5 Landscaping 08/23 Pond #6 Landscaping 08/23	09/14/2017		154.56 154.56 154.56
			Total for Check Number 57474:	0.00	463.68
57475	FELDMAJ August 2017	Feldman & Lee, P.S. Public Defender Contract Flat Fee - August	09/14/2017		8,750.00
			Total for Check Number 57475:	0.00	8,750.00
57476	FOSTERPE CSCONFERENCE CSCONFERENCEA	Foster Pepper PLLC 2017 - Civil Service Conference - Devenny & O 2017 - Civil Service Conference - Devenny & O	09/14/2017		220.00 220.00
			Total for Check Number 57476:	0.00	440.00
57477	H&LSPO 814226	H & L Sporting Goods Inc 40 - T-Shirts w/logo/26 Sweatshirts w/logo-YAB	09/14/2017		863.88
			Total for Check Number 57477:	0.00	863.88
57478	HORIZON 2M061652 2M061748	Horizon Air Filter Screw/HD Air Filter-Supplies Air Cleaning Lid-Echo Hedge Trimmer Supplies	09/14/2017		5.98 5.68
			Total for Check Number 57478:	0.00	11.66
57479	HUCKCORN 0000001	Huckleberry Corn Co Kettle Corn - National Night Out 08/01-Buffalo	09/14/2017		100.00
			Total for Check Number 57479:	0.00	100.00
57480	INTEGRA 14858699	Allstream T-1 Monthly Chgs - Sept	09/14/2017		640.91
			Total for Check Number 57480:	0.00	640.91
57481	JOHNCLNR 2507	John's Cleaning Services Inc Uniform Dry Cleaning - August	09/14/2017		30.01
			Total for Check Number 57481:	0.00	30.01
57482	JRWENTRP 3845	JRW Enterprises Service Call/Labor-Repair Lock-Men's Room D	09/14/2017		452.64
			Total for Check Number 57482:	0.00	452.64
57483	KNOWBE4 INV18019	KnowBe4 Inc Cyber Security Training	09/14/2017		891.42
			Total for Check Number 57483:	0.00	891.42
57484	KPFFCON	KPFF Consulting Engineers	09/14/2017		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	143289	Prof Serv 35th Ave Recon Proj 07/01-07/28			1,482.92
			Total for Check Number 57484:	0.00	1,482.92
57485	LEXNEXIS 3091091678	RELX Inc LexisNexis Monthly Chgs 08/01-08/31	09/14/2017		177.24
			Total for Check Number 57485:	0.00	177.24
57486	MCCOUCB 6626	Mill Creek Country Club Mill Creek Country Club's Swing Into Golf 08/2	09/14/2017		1,036.80
			Total for Check Number 57486:	0.00	1,036.80
57487	MIGSVR 0048761A	MIG/SvR Balance-Prof Serv-Noth Pointe Park-Final Desig	09/14/2017		23,408.01
			Total for Check Number 57487:	0.00	23,408.01
57488	NWCASC 0550385301 0550412527	Honey Bucket Honey Bucket Rental - Skyhawks Camps 07/21- Honey Bucket Rental - Skyhawks Camps 08/18-	09/14/2017		119.50 46.95
			Total for Check Number 57488:	0.00	166.45
57489	OMWBE 30312820	Office of Minority and Women's Business I OMWBE Political Subdivision Fee 07/01/2017-	09/14/2017		100.00
			Total for Check Number 57489:	0.00	100.00
57490	OREILLY 2986124288 2986-124411	O'Reilly Automotive, Inc EGR Valve-PW 6 Fuel Test For Fleet-PW Shop	09/14/2017		109.89 38.13
			Total for Check Number 57490:	0.00	148.02
57491	PACRIMC 08/2017	Pacific Rim Code Services, Inc Prof Service-Plan Reviews 08/01-08/31 43 Hrs	09/14/2017		2,580.00
			Total for Check Number 57491:	0.00	2,580.00
57492	PACTOP T-1026821	Pacific Topsoils, Inc. Topsoil Winter Supreme-Heron Park Planter Rep	09/14/2017		45.60
			Total for Check Number 57492:	0.00	45.60
57493	PITNEYB 3304264045	Pitney Bowes Global Financial Services Lease Postage Machine, Meter & Scale 06/30-05	09/14/2017		608.94
			Total for Check Number 57493:	0.00	608.94
57494	PLAYWELL 6569 6570	Play-Well TEKnologies Play-Well TEKnology: Jedi Engineering Camp 0 Play-Well TEKnology: Jedi Engineering Camp 0	09/14/2017		840.00 1,560.00
			Total for Check Number 57494:	0.00	2,400.00
57495	PROMO911 7009A 7009B	Promos 911 Inc 250 - Travel Tissues-CPSM Kick-Off Use Tax, 250 - Travel Tissues-CPSM Kick-Off	09/14/2017		250.60 -23.61
			Total for Check Number 57495:	0.00	226.99



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
57496	SEATIME2 108552	The Seattle Times Job Ad 08/11-30 Day-Dir of PW & Developmen	09/14/2017		500.00
				Total for Check Number 57496:	0.00 500.00
57497	SHANWILS 97012	Shannon & Wilson Inc Geotechnical Engineering-Solve Soggy Sod Issu	09/14/2017		171.40
				Total for Check Number 57497:	0.00 171.40
57498	SHERWILL 0106-8	The Sherwin-Williams Co Paint/Glass Beads	09/14/2017		31.96
				Total for Check Number 57498:	0.00 31.96
57499	SHI B07023011	SHI International Corp 80 - Symantec Antivirus 1 Year Renewal	09/14/2017		3,183.05
				Total for Check Number 57499:	0.00 3,183.05
57500	SHORTCR 493363 493363A 493521 493524 493525	Short Cressman & Burgess PLLC Prof Legal Services-PW-April-Revised Prof Legal Services-Police-PAWS Contract-Apri Prof Legal Services-City Council-July Prof Legal Services-Exec-July Prof Legal Services-Park & Rec-July	09/14/2017		2,011.00 2,404.04 7,634.80 1,010.74 1,111.00
				Total for Check Number 57500:	0.00 14,171.58
57501	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017 37680-27914 40191-27914	Silverlake Water District 132nd & SR 527 Irrig 8/1-8/31 Silver Crest Park 8/1-8/31 15429 1/2 Bothell Everett Hwy 8/1-8/31 15429 Bothell Way-Irrig 8/1-8/31 Hillside Irrig 8/1-8/31 13903 N Creek DR-Irrig 8/1-8/31 13903 N Creek Dr 8/1-8/31 SR 527-Irrig 8/1-8/31 14600 SR 527-Irrig 8/1-8/31 13800 N SR 527-Irrig 8/1-8/31 1600 SR 527-Irrig 8/1-8/31 15200 SR 527-Irrig 08/01-08/31 15100 N SR 527-Irrig 08/01-08/31 SR 527 & Trillium Blvd-Irrig 08/01-08/31 14600 SR 527-Irrig 08/01-08/31 SR 527 & Dumas Rd-Irrig 08/01-08/31 Dumas Rd Irrigation 08/01-08/31 14721 12th Ave SE-Irrig 08/01-08/31 0 33rd Dr & Northpointe Circle-Irrig 8/1-8/31 13315 45th Ave SE-Restroom 8/1-8/31	09/14/2017		40.50 7.60 167.40 148.60 263.75 425.90 80.40 7.60 7.60 390.65 7.60 7.60 42.85 80.45 247.30 22.30 7.60 388.30 68.65
				Total for Check Number 57501:	0.00 2,420.25
57502	SMARSH INV00250970A INV00250970B	Smarsh Inc Text Archiving Platform - Verizon Monthly 07/0 Use Tax, Text Archiving Platform - Verizon Mon	09/14/2017		248.40 -23.40
				Total for Check Number 57502:	0.00 225.00
57503	SNDPUBIN EDH774690	Sound Publishing Inc 2017 Catch Basin Cleaning	09/14/2017		20.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 57503:	0.00	20.64
57504	SNOCOC 2017-3883	Snohomish County Corrections Jail Service Fees - July	09/14/2017		12,547.81
			Total for Check Number 57504:	0.00	12,547.81
57505	SnocoDEM 1000447673	Sno Co Department of Emergency Manage 2017 Emergency Services - 3rd Qtr	09/14/2017		5,876.39
			Total for Check Number 57505:	0.00	5,876.39
57506	SNOCOPW 1000448079 1000448080 1000448080A 1000448080B 1000448095 1000448095A	Snohomish County Public Works RR6138-Overlay Program-July RR7552-Dumas Rd & Park Rd-July RR7571-Mill Crk Rd & Sea Hill-July RR7864-Dumas @ N Crk Dr-July RR7797-Storm Water Filters-July RR7797-Paint Centerline/PaintEdge/Traffic-July	09/14/2017		889.79 114.79 389.05 240.18 3,665.05 13,933.40
			Total for Check Number 57506:	0.00	19,232.26
57507	SNOCPU 2007-4359-9 2013-5396-8 2016-6928-0 2017-5296-1 2017-8113-5 2022-3010-8 2025-2921-0 2025-7077-6 2026-2439-1 2026-6749-9 2027-6793-5 2029-0994-1 2029-2633-3 2029-5905-2 2032-5163-2 2033-8815-2 2047-1752-4 2047-1753-2 2047-1754-0 2050-8723-2 2054-9532-8 2203-1739-0 2206-1241-0 2212-9311-1	PUD No. 1 of Snohomish County Street Lights - 190 Lights - 200W 08/01-08/31 City Hall South 08/05-09/05 Highlands Park 07/27-08/24 Library Park 08/05-09/05 2701 155th St SE 07/28-08/25 1900 164th St SE 08/09-09/07 Street Lights - 386 Lights - 100W 08/01-08/31 Street Lights - 88 Lights - 250W 08/01-08/31 Street Lights - 842 Lights - 100W 08/01-08/31 2024 Seattle Hill Rd 08/09-09/08 Street Lights - 21 Lights - 400W 08/01-08/31 Street Lights - 6 Lights - 150W 08/01-08/31 Hillside Park 07/28-08/25 4842 Sac Electric Metered 08/05-09/05 15510 Village Green Dr 07/28-08/25 15429 Bothell Everett Hwy 08/05-09/05 Street Lights - 8 Lights - 200 Watts 08/01-08/31 Street Lights - 38 Lights - 250W 08/01-08/31 Street Lights - 39 Lights - 400W 08/01-08/31 Street Lights - 17 Lights - 100W 08/01-08/31 Street Lights - 49 Lights - 20W 08/01-08/31 Street Light - 1 Light - 240W 08/01-08/31 15601 22nd Ct SE 07/28-08/25 Street Light - 1 Light - 160W 08/01-08/31	09/14/2017		1,711.90 1,904.32 22.40 18.81 28.37 22.33 1,351.00 934.56 5,919.50 38.38 306.81 28.20 15.66 68.60 15.66 23.87 46.40 277.78 429.39 51.51 16.66 7.73 17.41 5.04
			Total for Check Number 57507:	0.00	13,262.29
57508	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem.-MEBT-ER Paid-Sep	09/14/2017		3,951.83
			Total for Check Number 57508:	0.00	3,951.83
57509	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem. MEBT-ER Paid-Sept	09/14/2017		2,981.15
			Total for Check Number 57509:	0.00	2,981.15
57510	STAPLEAD	Staples Advantage	09/14/2017		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	3351455144A	Handwash, Waste Liners, Odor Elim, Gloves, etc			652.16
	3351455144B	Handwash, Waste Liners, Odor Elim, Gloves, etc			566.55
	3351455145A	Exam Gloves, Woodland, Rollmaster, Bath Tissu			751.91
	3351455145B	Exam Gloves, Woodland, Rollmaster, Bath Tissu			375.00
	8045726461A	Copy Paper, Post-Its, Month Index Tabs			506.41
	8045726461B	Ballpoint Pens, Ezcls Catalogs			130.77
			Total for Check Number 57510:	0.00	2,982.80
57511	STARDMSV 0117104-IN 0117104-INA	Stardom Services Inc Janitorial Services - August - City Hall North Janitorial Services - August - City Hall South	09/14/2017		1,184.13 995.00
			Total for Check Number 57511:	0.00	2,179.13
57512	STERICYC 3003970934	Stericycle Inc Biomedical Waste Services - Monthly Fee	09/14/2017		10.36
			Total for Check Number 57512:	0.00	10.36
57513	TRANSUN 08711183	Trans Union LLC Basic Service Monthly Fee-Credit Checks 07/26	09/14/2017		27.60
			Total for Check Number 57513:	0.00	27.60
57514	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 08/01-08/31	09/14/2017		38.00
			Total for Check Number 57514:	0.00	38.00
57515	UULC 7080165 7080165A	Utilities Underground Location Center On Call Location Service - 166 Locates On Call Location Service - 166 Locates	09/14/2017		107.07 107.07
			Total for Check Number 57515:	0.00	214.14
57516	VERIZON 9791331337	Verizon Wireless Access & Usage Chgs 07/21-08/20-City Cell Ph	09/14/2017		2,087.24
			Total for Check Number 57516:	0.00	2,087.24
57517	WASTPAT 118001458	Washington State Patrol Background Checks - August	09/14/2017		72.00
			Total for Check Number 57517:	0.00	72.00
57518	WAVEDIV 03143141	WaveDivision Holdings, LLC Fiber Lease-15728 Main St-To 3000 Rockefeller	09/14/2017		657.78
			Total for Check Number 57518:	0.00	657.78
57519	WINSUPP 020271-00 020344 00	Winsupply Company Library Irrigation Supplies/Repair VC40 Plug-Leak Repair City Hall South	09/14/2017		39.30 1.37
			Total for Check Number 57519:	0.00	40.67
57520	WRKSPACE 36871	Working Spaces 1 Black Metal Combo Cabinet/3 Black Fabric Si	09/14/2017		181.50
			Total for Check Number 57520:	0.00	181.50
57521	ZAC&THON	Zachor & Thomas, Inc., P.S.	09/14/2017		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	1308	Monthly Prosecution Legal Retainer-August			8,875.95
			Total for Check Number 57521:	0.00	8,875.95
57522	ZUMAR 0190326	Zumar Industries, Inc. 10 - 30 x 30 Stop Signs	09/14/2017		414.00
			Total for Check Number 57522:	0.00	414.00
			Total for 9/14/2017:	0.00	176,004.78
			Report Total (71 checks):	0.00	176,004.78



Date: September 26, 2017

Payroll Check Batches		
Dated	Check Numbers	Amount
09/08/2017	ACH Wire- Assoc. of WA Cities	\$76,290.03
09/11/2017	ACH Wire- BAC- Flex Spending Acct	\$766.16
09/08/2017	ACH Wire MEBT- Wilmington Trust	\$22,496.43
09/08/2017	ACH Wire- ICMA RC- Def. Comp	\$532.70
09/08/2017	ACH Wire- MCPD Guild Dues	\$2,140.00
09/08/2017	ACH Wire- United Way Donations	\$95.00
<b>Total</b>		<b>\$102,320.32</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Wire Transfers in the amount of \$102,320.32.

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

\_\_\_\_\_

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Finance Director

\_\_\_\_\_

City Manager

*[Handwritten Signature]*

*[Handwritten Signature]*

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

**ASSOCIATION OF WASHINGTON CITIES  
MILL CREEK, CITY OF**

**ACCOUNT SUMMARY** - contains all changes to this account as of 09/08/2017 02:56:47 PM

**FUND: 100**

**ACCOUNT NUMBER: 186 L**

BILL MONTH:	09/2017
COVERAGE MONTH:	09/2017
PAYMENT DUE BY:	<b>09/10/2017</b>
CURRENT BILLING AMOUNT:	\$76,290.03
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$76,290.03</b>

100 186 L 092017 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	09/2017	\$ 76,290.03

*If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.*

**MAIL PAYMENT TO:** *If payment is made by check, please print a copy of this page and mail it with your payment to the following address.*

ASSOCIATION OF WASHINGTON CITIES  
PO BOX 84303  
SEATTLE, WA 98124-5603

ACH Cash Pro Online  
City of Mill Creek

Report Date: 09/08/2017  
Report Time: 01:55:39 PM

**Batch Summary Report by ID Number**

Company Name: City of Mill 01      Effective Date: 09/11/2017  
 ACH ID: 2911225895      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: BAC  
 Batch Status: Entered      Created By: SANKOTTKE  
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$766.16	C	125108366	310005566	C	

<u>Total Amount in Batch</u>		<u>Total Count in Batch</u>	
Debits	\$0.00		0
Credits	\$766.16		1
Prenotes	\$0.00		0

<u>Grand Total Amount</u>		<u>Grand Total Count</u>	
Debits	\$0.00		0
Credits	\$766.16		1
Prenotes	\$0.00		0

**Payment Approval Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 09/08/2017 2:06:41 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Processing by Bank  
Transaction Number: 1798E0130CER2J75

Template Name: WILTRUST  
Template Code: WILTRUST

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
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: 9852374595  
Beneficiary Bank ID: 022000046  
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: 22,496.43

Value Date: 09/08/2017

**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: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017090800335760

Input Time: 09/08/2017 2:01:41 PM CDT  
Time: 09/08/2017 2:06:27 PM CDT



**Payment Approval Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 09/08/2017 2:06:41 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Processing by Bank  
Transaction Number: 1798E0026Q1R1536

Template Name: ICMA 457 Plan  
Template Code: ICMA

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
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: 42538001  
Beneficiary Bank ID: 022000046  
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: 532.70

Value Date: 09/08/2017

**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:2017090800335764

Input Time: 09/08/2017 2:00:33 PM CDT  
Time: 09/08/2017 2:06:27 PM CDT

**Payment Approval Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 09/08/2017 2:06:41 PM CDT

**Domestic High Value (Wire)**

Payment Category: Urgent/Wire

Status: Processing by Bank  
Transaction Number: 1798D58319FT0743

Template Name: GUILD DUES  
Template Code: GUILD

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
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: 000060159001  
Beneficiary Bank ID: 125000024  
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: 2,140.00

Value Date: 09/08/2017

**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: sankottke  
Approved: sankottke  
Initial Confirmation: WTX:2017090800335763

Input Time: 09/08/2017 1:58:37 PM CDT  
Time: 09/08/2017 2:06:27 PM CDT

**Payment Approval Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 09/08/2017 2:06:41 PM CDT

**Domestic High Value (Wire)**

Payment Category:Urgent/Wire

Status: Processing by Bank  
Transaction Number: 1798D5927I3R1527

Template Name: United Way  
Template Code: United Way

**Debit Account Information**

Debit Bank: 125000024  
Debit Account: 000060104700  
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: 9590003708  
Beneficiary Bank ID: 122000496  
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: 95.00

Value Date: 09/08/2017

**Optional Information**

Sender's Reference Number: 1798D5927I3R1527

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:2017090800335762

Input Time: 09/08/2017 1:59:34 PM CDT  
Time: 09/08/2017 2:06:27 PM CDT



**MINUTES**

**City Council Regular Meeting**

---

**6:00 PM - Tuesday, September 5, 2017**

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

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

A partial recording, due to technical difficulties, of this City Council meeting can be found [here](#).

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

**CALL TO ORDER**

---

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

**PLEDGE OF ALLEGIANCE**

---

**ROLL CALL**

---

Councilmembers Present:

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

Councilmembers Absent:

**AUDIENCE COMMUNICATION**

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- A. Nancy Finch, a Wildflower resident, thanked the Council for paving her road and stated that it looked great.

**PRESENTATIONS**

---

- B. Proclamation: Mill Creek Little League Softball

Mayor Pruitt issued a proclamation recognizing the Mill Creek Little League U12 Softball team's accomplishments during the 2017 postseason.

- C. Great Garden Awards

Art & Beautification Board members Matt Buchanan and Councilmember Michelson shared a PowerPoint presentation of the 2017 Great Garden Award winners and presented the winners with a commemorative keepsake award.

**NEW BUSINESS**

---

September 5, 2017 REGULAR COUNCIL MEETING MINUTES

**D. Art & Beautification Board Appointment**

The Art & Beautification Board Interview Committee reported that the Board currently has two openings and received one letter of interest from Mill Creek resident Jeanne Smart. The Committee interviewed Ms. Smart and selected her to fill one of the vacancies on the Board.

**Councilmember Michelson made a motion to appoint Jeanne Smart to the Art & Beautification Board to fill the mid-term vacancy expiring October 2019.**

**Councilmember Todd seconded the motion. The motion passed unanimously.**

**E. Design Review Board Appointments**

The Design Review Board Interview Committee reported that the board currently has one opening position and received three letters of interest. Following the interviews, they selected Diane Symms to fill the vacant position.

**Councilmember Todd made a motion to appoint Diane Symms to the Design Review Board to fill the full-term vacancy expiring August 31, 2020.**

**Councilmember Bond seconded the motion. The motion passed unanimously.**

**F. Snohomish County Hotel/Motel Small Grant Fund Application**

City Manager Rebecca Polizzotto reviewed the Snohomish County Hotel/Motel Small Grant Fund Application that supports projects which encourage tourism activities in Snohomish County. City Manager Polizzotto stated that the City was submitting an application for grant funds to expand regional marketing efforts for participation and attendance in the City's Memorial and Veterans Day events.

**Councilmember Cavaleri made a motion to approve Resolution 2017-568 designating the City Manager as the authorized representative to the Snohomish County Lodging Tax Advisory Committee and for the City Manager to submit a grant application to the Snohomish County Hotel/Motel Small Grant Fund for the Memorial/Veterans Day additional events promotion project. Councilmember Kelly seconded the motion. The motion passed unanimously.**

**REPORTS**

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**G. Mayor/Council**

Mayor Pruitt reported on the passing of former City of Mill Creek Mayor Linn Epperly.

Councilmember Bond reported on the passing of former City of Mill Creek Police Chief Noreen Skagen.

Councilmember Kelly congratulated his neighbors on their Great Garden Award.

Councilmember Todd reported that Snohomish County Cities would not be holding a meeting this month. Instead they will be joining Snohomish County Tomorrow for their annual meeting on September 27.

**H. City Manager**

September 5, 2017 REGULAR COUNCIL MEETING MINUTES

City Manager Rebecca Polizzotto reviewed the Council Planning Schedule.

**AUDIENCE COMMUNICATION**

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- I. There were no comments from the audience.

**ADJOURNMENT**

---

With no objection, Mayor Pruitt adjourned the meeting at 6:29 p.m.

---

Pam Pruitt, Mayor

---

Peggy Lauerman, City Clerk

September 5, 2017 REGULAR COUNCIL MEETING MINUTES



**MINUTES**

**City Council Regular Meeting**

---

**6:00 PM - Tuesday, September 12, 2017**

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

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

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

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

**CALL TO ORDER**

---

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

**PLEDGE OF ALLEGIANCE**

---

Led by Boy Scout Pack 712

**ROLL CALL**

---

*Councilmembers Present:*

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

*Councilmembers Absent:*

**AUDIENCE COMMUNICATION**

---

A. There were no comments from the audience.

**STUDY SESSION**

---

B. Consolidation of SNOPAC and SNOCOM: Draft Interlocal Agreement

City Manager Rebecca Polizzotto, Police Chief Greg Elwin and City Attorney Scott Missall joined the Council in a study session to review and discuss the SNOCOM/SNOPAC consolidation draft interlocal agreement and articles of consolidation. City Attorney Missall prepared a handout comparing the proposed ILA with the current SNOCOM ILA.

[Comparison table handout](#)

**CONSENT AGENDA**

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C. Approval of Checks #57330 through #57451 and ACH Wire Transfers in the Amount of \$377,013.95

September 12, 2017 REGULAR COUNCIL MEETING MINUTES

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

- D. Payroll and Benefit ACH Payments in the Amount of \$672,978.56  
*(Audit Committee: Councilmember Todd and Councilmember Cavaleri)*
- E. City Council Meeting Minutes of July 25, 2017
- F. City Council Meeting Minutes of August 7, 2017

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

**REPORTS**

---

**G. Mayor/Council**

Councilmember Cavaleri reported on the last Parks & Recreation Board meeting.

Councilmember Holtzclaw would like the City Manager to start looking at cost estimates for repair and paving work in the "racetrack" area of the Heatherwood West neighborhood.

Councilmember Todd would like the City to look into ways to help with pedestrian issues happening on 132nd by Rite-Aid. City Manager Polizzotto agreed and will have staff work with WSDOT to address the situation.

**H. City Manager**

City Manager Polizzotto introduced Police Chief Greg Elwin who reported on the City's first application of the lifesaving tool NARCAN and the email of support that followed from Snohomish County Human Resources.

**AUDIENCE COMMUNICATION**

---

- I. There were no comments from the audience.

**ADJOURNMENT**

---

With no objection, Mayor Pruitt adjourned the meeting at 7:48 p.m.

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

\_\_\_\_\_  
Peggy Lauerman, City Clerk

September 12, 2017 REGULAR COUNCIL MEETING MINUTES





## **HOA Presidents Focus Group Notes September 14, 2017**

### **I. Welcome and Purpose Reminder**

Meeting started at 6:30 p.m. Joni Kirk welcomed attendees and reminded them of the meeting's purpose. She shared the Focus Group Guidelines, which were posted on the table.

### **II. Introductions**

Ten attendees were present to represent HOAs, including:

- Mark Beales (Amberleigh)
- Barbara Hubbard (Lakewood Condos)
- Mary Ann Heine (MCCA)
- Hilary Bublitz (MCCA)
- Kirk Gomez (North Pointe)
- Janet Ott (The Lakes)
- Lynn Daily (The Masters)
- Bob Goodmark (The Parks)
- Rich Dockendorff (The Springs)
- Ron Smullin (Trillium Court)

City representatives included: Joni Kirk, director of communications and marketing, and Holly Harvey, communications and marketing coordinator.

### **III. Current Issues / Topics from Focus Group Members and Their Residents**

#### *Update on Previous Topics*

Joni recapped some issues that were brought up last meeting and have been addressed.

- **Maintenance issues**, specifically trimming overgrown landscaping, was been addressed by the City this summer.
- **Crime**: At the last meeting, a question was asked about whether or not crime was increasing. As shared in the Town Hall Meeting on July 17, Mill Creek's crime rate has actually decreased. Aggravated felonies dropped by more than 46%; stolen property offenses dropped 18%; motor vehicle theft decreased 12.5%; violations of weapons laws decreased 50%; DUIs decreased by more than 70%; and total adult arrests dropped from 79 to 51, a 35% decrease. However, like other cities around us, we are seeing an increase in crime directly related to the proliferation of the heroin epidemic. This includes an increase in drug paraphernalia cases from 17 in 2015 to 31 in 2016. Burglaries for such purposes (as admitted by those arrested) also increased 23% in 2016.

- **Tips for bikers and pedestrians:** The City has actively been promoting pedestrian and crosswalk safety through social media and the City newsletter. It will continue to provide tips to encourage safety and courtesy.

#### ***Trees***

HOA attendee brought up an issue regarding City-required trees in developments, which are raising the sidewalks and creating problem. Further, when an old tree is removed, they are required to replace them with three other trees. Public Works is conducting concrete shaving as tree roots pop up the sidewalks. If the City didn't require the trees, it wouldn't have this perpetual issue. The resident did not want the HOA to pay for the removal of the trees; he wants the City to pay for it. Another attendee suggested hounding City Council to fix the issue; he discussed his experience in removing trees to the tune of \$30,000. Another attendee mentioned that homeowners own the property to the curb, including the trees, and should be responsible for removing the trees in front of their own homes; it should not be an HOA responsibility.

Joni suggested attendees raising these important concerns to make them known, including through the use of the City's citizen comment form online.

There was discussion about challenging tree requirements, including the types of trees required. The group noted that Sherrie Ringstad at the City has been a very helpful advocate regarding tree issues. She is working with HOAs to identify types of trees that can be planted that don't have such a large root structure and will create fewer problems for residents.

Joni followed the conversation to share about the reorganization/combining of the Public Works and Community and Economic Development departments into a new Department of Public Works and Development Services. She noted the process for hiring a new director is underway. This position will be able to pull these functional work areas together to strategically shape how development and maintenance take place.

#### ***Parking***

Parking was another issue raised by the attendees. There was discussion about how townhouses are not required to have ample parking for the number of units. The change in requirements has transpired in the last five or so years and is creating issues for new developments. Attendees feel that the City is not requiring sufficient parking. They feel that it is getting worse. There is an issue of traffic on Bothell Everett Hwy and the Old Seattle Hill Road and a blind spot. Attendees discussed how more homes can be built on a lot than they feel is space for and discuss tandem parking garages. This is an issue in both the County, specifically on land adjacent to Mill Creek, and within the City.

Attendees noted that ambivalence is a problem in the City, where people won't comment until it directly impacts them.

#### ***Pavement***

Mary Ann Heine with MCCA thanked the City for acting on the chip seal as quickly as they did and noted that residents are pleased with the action. Mary Ann mentioned that this happens because residents mobilized.

***Pedestrians Crossing 132nd***

The attendees brought up the issue of a pedestrian being hit while crossing 132<sup>nd</sup> at a non-crosswalk on September 8. Comments included how people speed on this road, and people cross when it's not safe. Attendees raised the question of putting up a "No Jaywalking" sign and suggested passing more stringent fines for jaywalking. They also suggested having a police officer babysit the corner and ticket people.

***Traffic on 164th***

Focus group participants also discussed how cars headed east bound on 164<sup>th</sup> are blocking traffic as they turn into McDonalds to the north. They would like to see that specific turn eliminated, noting that the turns at the lights are sufficient.

Also, they want more enforcement regarding not blocking the intersection of 164<sup>th</sup> and Bothell Everett Hwy. They also suggest cycling the light to a three-cycle system, where pedestrians can cross any direction all at once. This approach follows other cities.

***Package Thefts***

The North Pointe neighborhood rep noted that they are having an issue with packages being stolen. He asked for advice from other neighborhoods. The Amberleigh neighborhoods also noted that packages being stolen and that some delivery companies don't ring the bell any more. It was suggested that people have packages delivered to their workplace or a safe Amazon box.

Joni also noted a recent concern the City had heard about someone with a lot of packages in the car. She reminded the group that in addition to being vigilant in their neighborhoods, they need to be aware of a package delivery system that Amazon is using (Amazon Flex) that utilizes unmarked cars and ordinary people not in uniform, similar to services provided by Uber and Lyft.

***Roundabouts***

There was discussion of roundabouts in The Parks being dangerous, as drivers don't complete a full circle and treating it as a normal intersection, including left turns. He suggested putting in a three-way intersection. Joni noted that this topic was raised at the last meeting and she followed up with the Police. The Police noted they haven't observed this in person, but that doesn't mean it's not happening. She suggested developing a neighborhood tip sheet on how to use roundabouts. It was also suggested by another participant that the City paint directional arrows on the pavement to make it clear how traffic should flow.

***Public Safety***

An attendee brought up a car idling in a parking lot with a drug user inside. The resident wanted to ask other presidents if they've seen similar issues. He wants more police presence on Trillium Blvd for speeding and drug use, especially as people seem to think it's a safe place to use drugs and park unobserved by others.

***Administrative***

Attendees want a copy of the meetings notes distributed to them. Joni noted she also would sent notes from the previous meeting. It was requested that the notes also be sent to Council; Joni noted that the previous meeting minutes were shared with Council.

**IV. Fall Events**

Joni shared a list of fall events that the City is producing or sponsoring and encouraged people to share the handout within their neighborhoods.

**V. Closing Thoughts**

Based on participant feedback, the next meeting will be scheduled for January 2018.

# Fall Events in Mill Creek!

[CityofMillCreek.com/Events](http://CityofMillCreek.com/Events)

## TEEN HALLOWEEN PARTY

Friday, Oct. 27  
7 - 9 p.m.  
Mill Creek Library  
15429 Bothell-Everetty Hwy  
Mill Creek, WA  
Celebrate Halloween at the Mill Creek Library. Play games, get snacks, and compete in costume contest for prizes.  
Register at [ano-isle.com/events](http://ano-isle.com/events)

## Veterans Day Commemorative Ceremony

Saturday, Nov. 11  
9 a.m.  
Veterans Monument at  
Library Park  
15429 Bothell-Everett Hwy  
Mill Creek, WA  
Join the Mill Creek community to honor those who have served in the United States Armed Forces.  
[cityofmillcreek.com/veteransday](http://cityofmillcreek.com/veteransday)



## Santa Parade

Saturday, Dec. 2  
Parade begins at 3:30 p.m.  
Mill Creek Town Center along  
Main Street  
Mill Creek, WA  
[millcreektowncenter.biz](http://millcreektowncenter.biz)

## Treats on Main Street

Tuesday, Oct. 31  
4:30 - 6:30 p.m.  
Mill Creek Town Center along  
Main Street in Mill Creek, WA.  
Bring the family to the Mill Creek Town Center and trick or treat at participating businesses.  
[millcreektowncenter.biz](http://millcreektowncenter.biz)



## Tree Lighting Event

Saturday, Dec. 2  
4 p.m.  
Mill Creek City Hall South  
15728 Main Street  
Mill Creek, WA  
Join the Mill Creek community for the annual tree lighting at City Hall. This event includes performances by Jackson High School drum line, Voices Northwest Chorus, cookie decorating, carriage and wagon rides, and photos with Santa and his elves.  
[cityofmillcreek.com/treelighting](http://cityofmillcreek.com/treelighting)

## TRUNK OR TREAT

Tuesday, Oct. 31  
6:30-8 p.m.  
City Hall North, 15720 Main St.  
Mill Creek, WA  
The City of Mill Creek partners with Canyon Creek Church to host the annual Trunk or Treat event featuring a parking lot full of cars whose trunks will be decorated and filled with candy and goodies. Children go from car to car "trunk-or-treating" in the City Hall North parking lot. Children ages 12 and under are invited to join the fun. Remember to bring your own bag for collecting candy.  
[cityofmillcreek.com/trt](http://cityofmillcreek.com/trt)

## Veterans Day Parade

Saturday, Nov. 11  
11 a.m.  
Mill Creek Town Center between  
15024 Main St. and 15720 Main St.  
Mill Creek, WA  
The parade meanders down Mill Creek's Main Street and features floats, bands, drill teams, equestrian teams, kids groups, and other dancers, cars, and parading attractions. Bring a chair and arrive along the parade route early to secure your seat.  
[cityofmillcreek.com/veteransday](http://cityofmillcreek.com/veteransday)





## **Research and Recommendation on Use of Nextdoor as a Social Media Tool for the City of Mill Creek**

### **Executive Summary and Recommendation**

Nextdoor is a private social network for neighbors and communities and provides a non-threatening way to share information. The tool provides a house-by-house map of neighbors who are members, as well as a forum for posting items of general interest. Besides tracking crime and safety issues, neighbors can display classified ads and create groups geared to interests, exchange recommendations for baby sitters and dentists, display photos of lost pets, pose questions and post events.

While great for in-neighborhood discussion, the benefit to agencies such as the City of Mill Creek is limited. Agencies are not able to access all content; they can only post messages to all or to targeted residents, see replies to their posts, and receive private messages.

The recommendation is to not move forward with implementing a Nextdoor channel at this time for the City of Mill Creek. However, it also is recommended that the City re-evaluate this recommendation in one year to determine if the landscape has changed for Nextdoor's use in Mill Creek.

### **Rationale for Recommendation**

Extensive research was conducted to learn about Nextdoor and what other cities have experienced. This included queries on LinkedIn and Facebook to get a user perspective on the platform; discussions at the 3CMA conference to assess a communications perspective of the tool; and direct outreach to other municipalities. Cities and counties providing feedback included:

- Edina, Minnesota
- Greeley, Colorado
- Holly Springs, North Carolina
- Marin County, California
- Marysville, Washington
- Orange County, California
- Seattle, Washington
- Snohomish, Washington
- Westchester Township, Ohio

Our research found that for larger cities with a wide geographical area, Nextdoor is a great solution as it can target populations not otherwise engaged. In smaller, more engaged communities, research is showing that not only is Nextdoor not effective, it has many negative connotations. This is echoed in the experience of Mill Creek residents.

We posed a question to the Mill Creek Community, a Facebook group of more than 7,900 members, about their use and knowledge of Nextdoor. Of the people using this site, only 13 commented about the social media platform; 7 of those responding liked it. The rest noted they

prefer Facebook for their HOA or the Mill Creek Community group. We also asked the HOA Presidents Focus Group members about their use of Nextdoor. Of the 10 people in attendance, three people indicated they use it, but there were mixed feelings on the site's effectiveness.

From the research conducted, pros and cons emerged.

**Pros:**

- All residents within the City's jurisdiction are automatically subscribed to receive messages from the City.
- The City can post messages to the entire City or to targeted service areas.
- This tool requires verification, therefore ensuring that users actually reside within a particular neighborhood. However, it has been reported that a user can submit an address that doesn't belong to them and be given access, therefore invalidating the "privacy" that users seek.
- Members don't have to visit the site to receive updates; they can opt to receive posts by email or get a text message in the case of urgent alerts.
- The tool allows neighbors to connect in a time where fewer people know their neighbors, but in such a way that they don't have to reveal much personal information about themselves.
- It can be a great tool for communicating with a specific neighborhood.
- The tool's focus on neighborhoods makes it a particularly valuable tool for law-enforcement agencies that want to understand the concerns of particular areas in a city.

**Cons:**

Out of 584 community reviews, Nextdoor only receives a 1-star (out of 5-stars) rating. The following cons reveal some key themes of why people do not like or no longer use Nextdoor.

- While the City can post across neighborhoods, content that originates from a neighborhood user cannot be seen by people outside that particular neighborhood. Therefore, it has high potential to require duplicative work by City staff to respond on common issues across neighborhoods.
- The private neighborhood approach creates siloes instead of unifying the community. Mill Creek is a small enough community that directing a message to one area and excluding another yields no benefit. It could also contribute to elitism; if someone in one area needs to know something, then everyone needs to know.
- The group-think of a particular neighborhood on Nextdoor can impact the tenor of the conversation. Users widely report that if key neighborhood users have a strong political leaning, any discussion contrary to that viewpoint will lead to users being kicked out of the community. Therefore, diversity is not often appreciated.

- The conversation is so varied and includes outside advertisers, which means that people are not necessarily able to see timely content that is useful.
- Moderation by Nextdoor staff appears to be overzealous. People with unusual names are easily blocked as being “fake.” Posting too much can result in a suspended account (for one person, this was three posts in two days).
- Nextdoor boasts more than 10 million users. However, numerous reviews show that it is nearly impossible to unsubscribe from the service and they continue to get spam long after they have tried to leave. So the number of users doesn’t reflect those who actually find the site valuable and use it regularly.
- Several folks from our informal survey indicated that they prefer private Facebook groups for their neighborhoods.

### **Closing Thoughts**

There are undoubtedly benefits to Nextdoor. However, for a community the size of Mill Creek and with other highly used communications channels available, there is no pressing need to implement Nextdoor.

We will continue to monitor this as a potential tool, and will re-evaluate this recommendation next fall.



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

OCTOBER						
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				

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

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

*Last updated: September 21, 2017*

**October 3, 2017**

*(Agenda Summary due September 19)*

- Work Session:
  - Snocom/Snopac Consolidation

**October 10, 2017**

*(Agenda Summary due September 26)*

- A&B Board Appointment
- Work Session
  - Fire Contract

**October 24, 2017 - City Manager @ ICMA Conference**

*(Agenda Summary due October 10)*

- Presentation: Web Site Design Update
- Presentation: Veterans Day Parade
- Quarterly Financial Report

**November 7, 2017**

*(Agenda Summary due October 24)*

- Health District Update - Jeff Ketchel
- CPSM Report - Mill Creek Police Dept

**Work in Progress - Upcoming Agenda Items**

- CIP Work Plan
  - Director Recruitment
  - CIP Financial Policies
  - Budget Calendar
  - Citizen Budget Tool
  - Stormwater Review & Cost Projections
  - Council Retreat
- Fire Contract
- Guild Contract
  - Scheduled Bargaining Dates:
    - September 29
    - October 13
    - October 27
- Snocom/Snopac Consolidation Updates
- Draft city Code & Policy - Public Records Act Compliance
  - Next Work Session October 3
- Audit
- Budget Amendments
- Web Site Design Project
- CPSM Study - Police Department
- Frontier Franchise Agreement (October)
- Personnel Policies and Procedures
  - Job Descriptions Finalized
  - Compensation Analysis Complete