

CITY COUNCIL AGENDA

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



Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem
Mark Bond • Mike Todd • Vince Cavaleri • Jared Mead • John Steckler

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 Acting City Clerk at (425) 921-5725 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. 2018-837

Next Resolution No. 2018-575

**October 9, 2018
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

PUBLIC HEARING

- B. 2019-2024 Transportation Improvement Plan
(*Gina Hortillosa, Director of Public Works & Development Services*)

NEW BUSINESS

- C. Adoption of the 2019-2024 Transportation Improvement Program
(*Gina Hortillosa, Director of Public Works & Development Services*)
- D. Surface Water Aging Infrastructure (Grade F Pipe Repairs) Project - Professional Services

Contract
(Gina Hortillosa, Director of Public Works & Development Services)

- E. Revised Interlocal Agreement with Snohomish County for Reciprocal Mitigation of Transportation Impacts
(Gina Hortillosa, Director of Public Works & Development Services)
- F. Executive Search Firm Request for Proposal
(Bob Stowe, Interim City Manager)

OLD BUSINESS

- G. Appointments to the Design Review Board
(Interview Committee: Mayor Pro Tem Holtzclaw, Councilmember Steckler, Councilmember Todd)

STUDY SESSION

- H. 2019-2024 Capital Improvement Plan
(Bob Stowe, Interim City Manager)
- I. Surface Water Rate Setting Fundamentals
(Gina Hortillosa, Director of Public Works & Development Services)
- J. Ordinance to Amend Section 10.08.030 of the Mill Creek Municipal Code Lowering the Speed Limit on State Route 96 within the City Limits to 35 MPH
(Gina Hortillosa, Director of Public Works & Development Services)

CONSENT AGENDA

- K. Approval of Checks #59209 through #59268 and ACH Wire Transfers in the Amount of \$244,889.67
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)
- L. Payroll and Benefit ACH Payments in the Amount of \$313,398.92
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)
- M. City Council Meeting Minutes of August 2, 2018
- N. City Council Meeting Minutes of August 22, 2018
- O. Interim City Manager Extension Agreement

REPORTS

- P. Mayor/Council
- Q. City Manager
 - Council Planning Schedule
- R. Staff
 - Veterans Day Events

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # C

Meeting Date: October 9, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: 2019-2024 TRANSPORTATION IMPROVEMENT PROGRAM
PUBLIC HEARING AND ADOPTION**

PROPOSED MOTION:

Motion to adopt Resolution 2018-_____, thus adopting the 2019-2024 Transportation Improvement Plan, after receiving public testimony during the public hearing scheduled for the regular October 9, 2018 Council Meeting.

KEY FACTS AND INFORMATION SUMMARY:

In accordance with RCW 35.77.010 and RCW 36.81.121, the City is required to update its Transportation Improvement Plan (TIP) annually. The annual adoption of the six-year TIP utilizes a public hearing process to provide an opportunity for the public to comment and provide input on transportation projects being planned by the City.

The projects identified in the TIP directly mirror both the funded and unfunded portions of the transportation element of the CIP (Capital Improvement Plan) which is aligned with the City of Mill Creek 2015 Comprehensive Plan (Transportation Element and Capital Facilities Element).

The TIP identifies transportation projects that the City may not have funding for but would like to build sometime in the future and that are eligible for state and federal transportation funds or other sources such as private development. Unlike the City's CIP, the TIP is not financially constrained. Transportation projects that have funding allocated to them within the next 6-year period are included in the City's CIP.

The final TIP is transmitted to the Puget Sound Regional Council, the Washington State Department of Transportation, Snohomish County, and adjacent public utilities companies. The state Department of Transportation and the Puget Sound Regional Council (PSRC) use local TIPs as tools for coordinating the transportation programs of local jurisdictions with those of regional agencies. The PSRC monitors local TIPs for projects of regional significance, which need to be modeled for regional air quality conformity with federal standards, and to track projects supported by federal funds.

City Council Agenda Summary
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CITY MANAGER RECOMMENDATION:

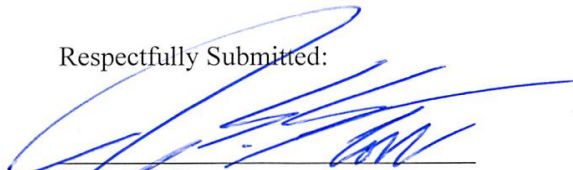
Adopt Resolution 2018-_____, thus adopting the 2019-2024 Transportation Improvement Plan, after receiving public testimony during the public hearing scheduled for the regular October 9, 2018 Council Meeting.

ATTACHMENTS:

Attachment A: Proposed 2019-2024 Transportation Improvement Plan

Attachment B: Resolution Adopting the 2019-2024 Transportation Improvement Plan

Respectfully Submitted:

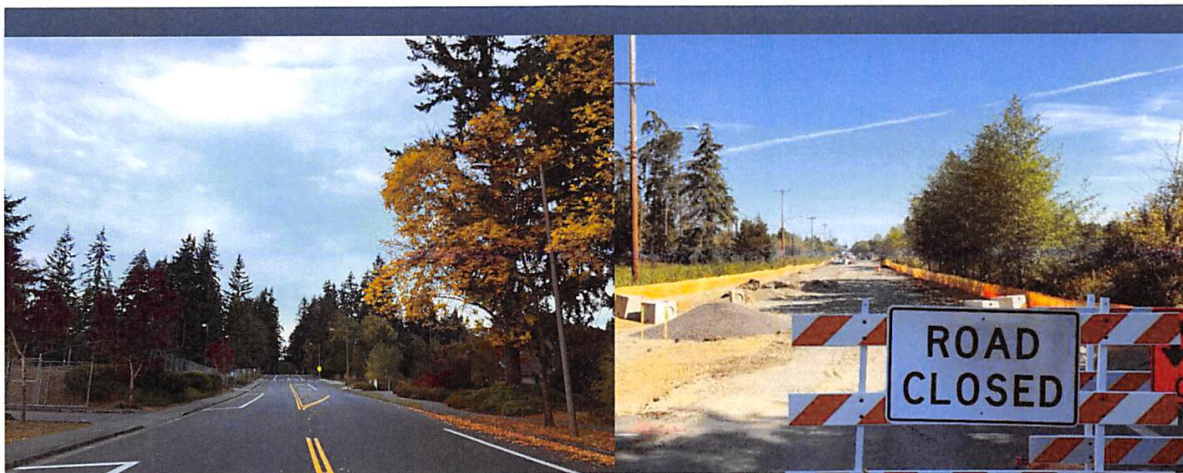


Robert S. Stowe
Interim City Manager



TRANSPORTATION IMPROVEMENT PLAN

UPDATED SEPTEMBER 2018



Overview

In accordance with RCW 35.77.010, all cities and towns are required to prepare and adopt a comprehensive transportation program annually that spans at least six calendar years. This comprehensive transportation program is typically called a Transportation Improvement Plan (TIP). The TIP identifies transportation projects that the City may not have funding for but would like to build sometime in the future. The six-year TIP must also be consistent with any adopted comprehensive plan. The annually adopted TIP should be transmitted to the Washington State Secretary of Transportation on or before July 1 of each year. Although not required by the RCWs, the City also sends a copy of the TIP to the Puget Sound Regional Council (PSRC), the regional body that coordinates the transportation plans of individual entities within King, Snohomish, Pierce and Kitsap counties.

The TIP usually includes projects valued at \$25,000 or more and, in accordance with state law, must cover a six-year period. The City updates its Capital Improvement Plan (CIP) as part of its biennial budget process, so the proposed TIP covers a seven-year period in order to comply with the six-year reporting requirement. Projects that have funding allocated to them within the next 6-year period are included in the City's CIP.

Brief Project Descriptions

35th Ave. SE Reconstruction Project: The 35th Avenue Southeast Reconstruction Project will address the chronic settlement of the roadway between 144th Street Southeast and 141st Street Southeast that has occurred over time. The roadway was constructed across Penny Creek in an area underlain with compressible peat deposits. The project site is bound on the east by Thomas Lake and Penny Creek, which flows from the north along the east side of 35th Avenue Southeast, crossing within the study limits and continuing westerly. This project will construct a pile-supported concrete slab to support the roadway and prevent any future settlement. 35th Avenue Southeast has a functional classification of major arterial.



Seattle Hill Road Pavement Preservation: Repave Seattle Hill Road between Village Green Drive and 35th Avenue Southeast. The scope of work includes a full width, two-inch grind and overlay, replacement of landscaped median curbs and Americans with Disabilities (ADA) upgrades at all curb ramps and two traffic signals. A federal grant was obtained for construction in 2019 in the amount of \$720,000. In 2016, the pavement condition for this minor arterial was 59 (scale 0 to 100). The existing curb ramps and traffic signals do not meet current ADA standards. The curbs on all landscape medians have been damaged beyond repair over the years by vehicle collisions. No new operational expenses will result from this project.



35th Avenue SE Pavement Preservation: The project would include a full-width, 2-inch grind and overlay of 35th Avenue from 132nd Street SE to 141st Street SE (.57 miles), including traffic control, upgrade of ADA ramps, signing, channelization and other work. This project would connect to the section of 35th Avenue SE upgraded in the City's 2018 35th Avenue SE Reconstruction project. Per the Comprehensive Plan Level of Service Guidelines, the City should maintain a minimum average Pavement Condition Index (PCI) rating of 65 for collector and arterial roadways. The most recent evaluation identified this section of 35th Avenue SE as having a PCI of between 29 and 34.

132nd Street SE Mid-Block Crossing Improvement (HAWK): The proposed mid-block crossing with American with Disabilities (ADA) compliant curb ramps, pedestrian refuge island, marked crosswalk, High-Intensity Activated crossWalk beacon (HAWK) signal and illumination are needed to provide pedestrians a safer place to cross 132nd Street SE. A HAWK signal at the mid-block crossing on 132nd Street SE, west of 35th Avenue SE, will be installed to allow pedestrians to stop vehicular traffic in order to cross the street safely. The proposed HAWK signal will be interconnected with the existing traffic signal at 35th Ave SE in order to reduce the potential of rear-end collisions as vehicles move from one signal to the next. The proposed improvements will install a pedestrian refuge island at the midblock crossing to reduce the crossing distance to 20-30 ft. Illumination is limited to street lighting around the adjacent shopping area. In order to increase pedestrian visibility to drivers, the proposed improvements include additional lighting focused on the mid-block crossing location.

Street Pavement Marking Program: The goal of the Annual Street Pavement Marking Program is to maintain markings that identify travel lanes and other guidance markings for auto, pedestrian, bicycle, transit and other forms of transportation. Per the 2015 Comprehensive Plan, the City owns and maintains 77 lane miles of residential and local streets, 19 lane miles of collector streets and 10 lane miles of arterial streets (total of 106 lane miles of roadway).

Mill Creek Boulevard Corridor Improvements Study: Mill Creek Boulevard is an important north-south transportation corridor located in the heart of Mill Creek. The goal of the Mill Creek Boulevard Corridor Improvements Study is to enhance economic vitality and provide a framework to multiple capital improvements which include: intersection improvements at 164th Street, 161st Street, Main and SR 527; surface water aging infrastructure failures identified in a 2018 study produced by Perteet; pavement preservation and roadway re-configurations to better support Community Transit's bus rapid transit (BRT) lines. This study will peripherally address zoning and land use.

Concrete Sidewalk Replacement Program: The goal of this annual program is the preservation of the City's sidewalk systems which includes 75 miles of public sidewalks and more than 1,000 curb ramps. The scope of work includes repair or replacement of damaged sections of curb, gutter, sidewalk and curb



ramps that meet the American with Disabilities Act (ADA). The first year of the program will include a citywide assessment and rating of sidewalks and prioritization of needed repairs as well as recommendations on alternative repair methods. This program may include tree removal or alternative construction methods to preserve existing trees. Some of the benefits of this program include: 1) improved pedestrian safety, 2) compliance with ADA standards, and 3) savings in maintenance costs.

Pavement Preservation and Rehabilitation Program: The goal of this annual program is to extend the useful life of the City's streets by assessing, preserving and rehabilitating pavement conditions. Typical work will include crack filling, removal and replacement of failed pavement, patching, surface preservation treatments (seal coat, slurry seal, microsurfacing, chip seals) and asphalt overlays. The City is responsible for approximately 106 lane miles of roadway. The Program includes replacement or installation of accessible curb ramps to meet the requirements of the Americans with Disabilities Act (ADA). Per the Comprehensive Plan, the City's level of service guidelines for pavement management identifies a minimum pavement condition index of 65 for collectors and arterial roadways and 70 for local and residential roadways. In 2019, an assessment and pavement rating will be conducted to establish a priority list for future repairs. Federally funded roadway preservation projects are programmed in 2019 (Seattle Hill Road) and 2021 (35th Ave. SE).



Citywide Traffic Signal Upgrades: The City owns seven traffic signals that are operated and maintained by Snohomish County. The existing controllers and conflict monitors use outdated technology and need to be replaced in order for the signals to work within the County's integrated system. The project scope includes the installation of new pedestrian push buttons for compliance with the American with Disabilities Act (ADA), new side mounted battery backup systems (164th Street and Mill Creek Boulevard; Dumas Road at Park Road; Mill Creek Road and Village Green Drive), new controllers and conflict monitors. All work will be completed by Snohomish County.

Bridge Monitoring and Improvement Program: The City of Mill Creek owns a total of ten bridges. Only four of those bridges have a structure length over 20LF. In 2017, all ten bridges were inspected by WSDOT and load ratings were completed by KPFF on the four structures with span lengths greater than 20LF. Bridge scour conditions were identified at two bridges: North Creek Bridge (Bridge Number: MILL CR 1 located on 164th Street SE) and Penny Creek Bridge (Bridge Number: MILL CR 2 located on 144th Street SE). Based on service stresses, posted load restrictions were recommended at the North Creek Bridge (Bridge Number: MILL CR 1 located on 164th Street SE) and 153rd Street SE Bridge (Bridge Number: MILL CR 3). A load rating was also conducted on Mill Creek Road Bridge (Bridge Number: MILL CR 10). The City could elect to post load limits based on strength load rating, in which case the tonnages would be much higher, but the bridge would see greater deterioration over time.



East Gateway Urban Village "Spine Road" West Connection (Phase 1): The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road". Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Partial right-of-way purchase will be needed at two parcels for subsequent roadway design and construction.

East Gateway Urban Village "Spine Road" East Connection (Phase 2): The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road". Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 44th Ave. SE to Seattle Hill Road. Partial right-of-way purchase will be needed at three parcels for subsequent roadway design and construction.

SR 96 at Dumas Road: Operations at this intersection do not meet LOS guidelines primarily due to the existing split phasing required for traffic on Dumas Road/Elgin Way. The current channelization provides an exclusive left-turn lane and a shared left/through/right lane for northbound traffic. In addition to high through volumes on SR 96, this intersection has a high number of left turns from northbound Dumas Road to westbound SR 96 (529 vehicles in the 2040 PM peak hour). Installing a second northbound left-turn lane for northbound Dumas Road and a shared through/right-turn lane allows protected left-turn phases on each approach. This modification, in combination with optimizing timings, will reduce the average control delay by over 10 seconds per vehicle, resulting in LOS D.

SR 96th at 35th Avenue SE Intersection Improvements: 35th Avenue SE has high left-turn movement volumes onto SR 96. Two left-turn lanes are provided for southbound traffic, but northbound users only have one. This intersection currently has a Level of Service E with an average vehicle delay of 71.7 seconds. Adding a second northbound left-turn lane and optimizing signal timing improves intersection operations to an average delay of 55.3 seconds per vehicle.

SR 527 / 164th Street Intersection Improvements: This location is an intersection of two major arterials that connect users to regional destinations. The critical movement at this intersection is the eastbound left-turn movement, which is projected to have over 300 vehicles in the 2040 PM peak hour. Currently, this movement is served by a single left-turn lane with short storage length in order to maintain access to properties north of 164th Street SE. Removing the property access to the north, extending the turn-lane storage length, and optimizing the traffic signal timing can reduce delays to 80 seconds



per vehicle and achieve a Level of Service E. Community Transit's bus rapid transit (BRT) Orange Line is planned to connect from the Lynnwood Light Rail station east on 164th Street SE. Intersection improvements at this location will support BRT Orange Line operations.

SR 527 / SR96 Intersection Improvements: This project proposes to add an additional Eastbound/Westbound through lane, install intelligent transportation systems (ITS) infrastructure to direct traffic to use alternate routes which may include 16th Ave. SE or Dumas Road.

Traffic Safety and Calming Program: Ongoing program to install traffic calming devices to improve neighborhood livability and pedestrian safety. Improvements can include additional signage, pavement markings, speed "bumps," medians/islands, mini-roundabouts, flashing crosswalk lights, speed radar signs, etc. Improvements are evaluated and prioritized when citizen requests are received. City Council approved the formation of a formal citywide traffic calming program in April 2006 (revised in October 2007) and it has been well received by citizens. This program builds upon the City's Traffic Calming Program prepared in 2007, which focused on the safety and livability of City neighborhoods and was focused on streets with an average daily traffic (ADT) of less than 8,000 vehicles. The 2019-2024 TIP Traffic Safety and Calming Program expands to address safety and traffic calming concerns to collectors and arterials.

(Old) Seattle Hill Road at SR 527: The project consists of intersection control improvements coordinated by the City of Mill Creek, Snohomish County and the Washington State Department of Transportation.

164th Street SE at Mill Creek Boulevard Intersection Improvements: This intersection has a high volume left-turn movement, which results in a Level of Service F. Eastbound left-turn volumes exceed 500 vehicles in the PM peak hour, while the remaining approaches have over 100 vehicles per hour each. Currently, each approach has one left-turn lane. Adding an additional eastbound left-turn lane and optimizing signal timings will decrease the average delay per vehicle by around 40 seconds, resulting in a Level of Service E. This modification will require an additional receiving lane on the north leg, likely terminating at the intersection of Mill Creek Boulevard and 161st Street SE.

Trail Preservation Program: As a part of the development of several subdivisions in the City (e.g., Brighton, Amberleigh, The Springs), the City accepted the responsibility for maintenance of trail infrastructure through open space tracts in exchange for public access easements on the trails. The Trail Preservation Program would initially identify all of these trails within the City and assess their current condition. A priority list would be established ranking the severity of the deficiencies as well as establishing a schedule for future repairs and resurfacing.



North Creek Trail Study: The North Creek Trail connects multiple regional trails including the Burke Gilman and Sammamish River Trails to the South with the Interurban Trail to the North. The result is a network of trails which enables non-motorized transportation for commuters and local residents in a nearly continuous route from the Everett area all the way to the communities of Bothell, Lynnwood and Seattle. This trail system serves and connects the significant Regional Growth Centers of Bothell Canyon Park, Lynnwood and Everett as well as the locally designated Mill Creek Town Center and the Paine Field Manufacturing Industrial Center. The North Creek Trail Study will look at potential future development, improvements and upgrades to the North Creek Trail within the City of Mill Creek. This Feasibility Study will include assessment of American with Disabilities (ADA) compliance for built out sections, high level cost estimate for trail gaps, environmental preliminary assessment, geotechnical investigation and funding options. Improvements are intended to make the trail a shared use path for users of all ages and abilities.

Funding Sources

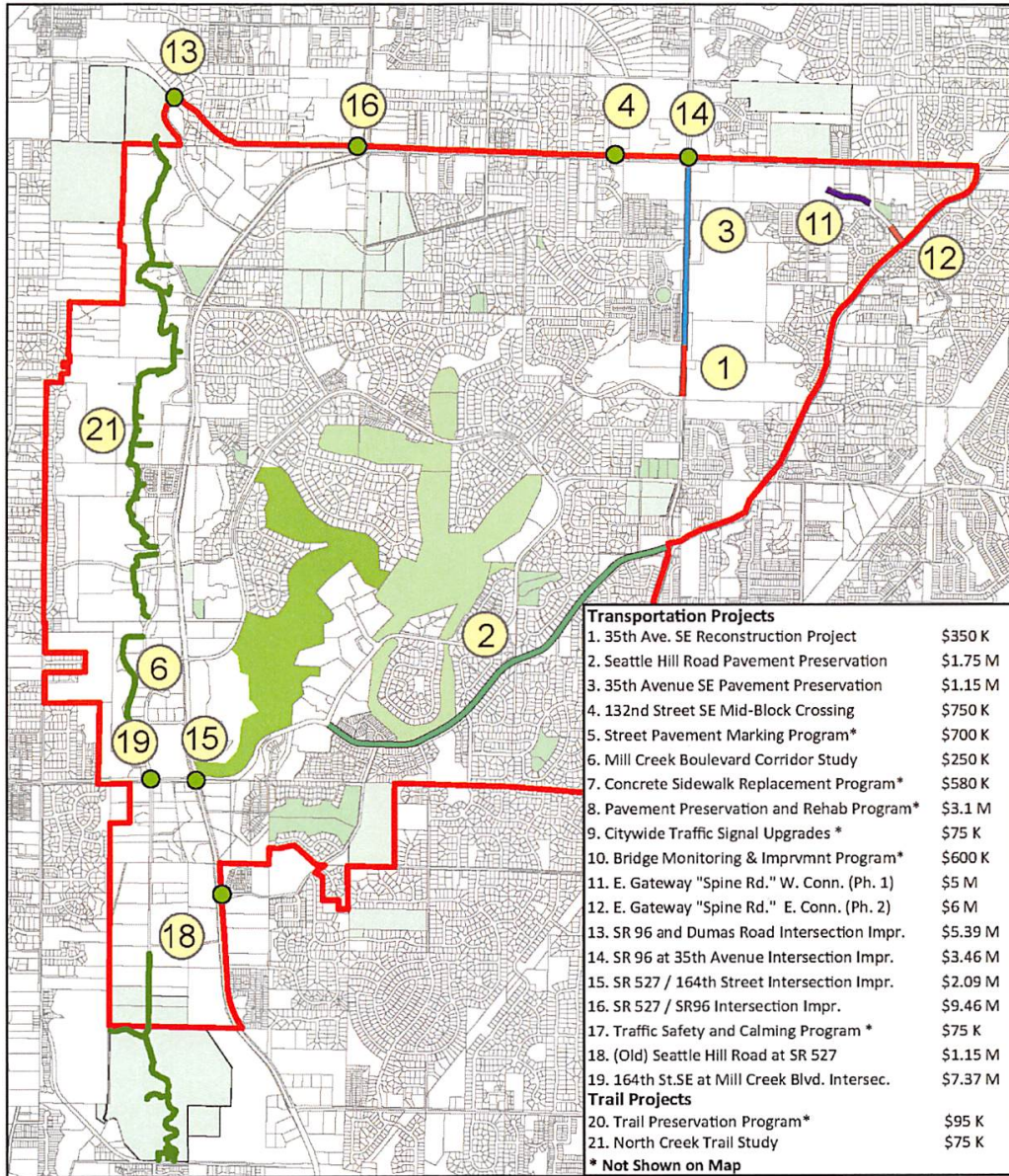
Possible funding sources for TIP projects are development mitigation fees, real estate excise taxes (REET), grants, bonds, developer contributions, and legislative allocations.

TIP Master Project List

Proj. No.	Project Name	Total	2019	2020	2021	2022	2023	2024
Transportation Projects								
1	35th Ave. SE Reconstruction Project	\$350,000	\$350,000	\$0	\$0	\$0	\$0	\$0
2	Seattle Hill Road Pavement Preservation	\$1,750,000	\$1,750,000	\$0	\$0	\$0	\$0	\$0
3	35th Avenue SE Pavement Preservation	\$1,150,000	\$0	\$150,000	\$1,000,000	\$0	\$0	\$0
4	132nd Street SE Mid-Block Crossing Improvements (HAWK)	\$750,000	\$87,000	\$663,000	\$0	\$0	\$0	\$0
5	Street Pavement Marking Program	\$700,000	\$150,000	\$150,000	\$100,000	\$100,000	\$100,000	\$100,000
6	Mill Creek Boulevard Corridor Improvements Study	\$250,000	\$250,000	\$0	\$0	\$0	\$0	\$0
7	Concrete Sidewalk Replacement Program	\$580,000	\$80,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
8	Pavement Preservation and Rehabilitation Program	\$3,100,000	\$100,000	\$750,000	\$0	\$750,000	\$750,000	\$750,000
9	Citywide Traffic Signal Upgrades	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0
10	Bridge Monitoring & Improvement Program	\$600,000	\$0	\$50,000	\$250,000	\$50,000	\$250,000	\$0
11	East Gateway Urban Village "Spine Road" West Connection (Phase 1)	\$5,000,000	\$500,000	\$500,000	\$4,000,000	\$0	\$0	\$0
12	East Gateway Urban Village "Spine Road" East Connection (Phase 2)	\$6,000,000	\$0	\$0	\$0	\$2,000,000	\$750,000	\$3,250,000
13	SR 96 and Dumas Road Intersection Improvements	\$5,390,000	\$0	\$0	\$0	\$200,000	\$5,190,000	\$0
14	SR 96 at 35th Avenue Intersection Improvements	\$3,460,000	\$0	\$150,000	\$3,310,000	\$0	\$0	\$0
15	SR 527 / 164th Street Intersection Improvements	\$2,090,000	\$0	\$0	\$250,000	\$1,840,000	\$0	\$0
16	SR 527 / SR96 Intersection Improvements	\$9,460,000	\$0	\$0	\$0	\$0	\$860,000	\$8,600,000
17	Traffic Safety and Calming Program	\$75,000	\$0	\$25,000	\$0	\$25,000	\$0	\$25,000
18	(Old) Seattle Hill Road at SR 527	\$1,150,000	\$0	\$150,000	\$1,000,000	\$0	\$0	\$0
19	164th Street SE at Mill Creek Boulevard Intersection Improvements	\$7,370,000	\$0	\$0	\$0	\$0	\$670,000	\$6,700,000
Transportation Project Totals		\$49,300,000	\$3,267,000	\$2,763,000	\$10,010,000	\$5,065,000	\$8,670,000	\$19,525,000
Trail Projects								
20	Trail Preservation Program	\$95,000	\$20,000	\$25,000	\$0	\$25,000	\$0	\$25,000
21	North Creek Trail Study	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0
Trail Project Totals		\$170,000	\$20,000	\$100,000	\$0	\$25,000	\$0	\$25,000
TIP Totals All Project Categories		\$49,470,000	\$3,287,000	\$2,863,000	\$10,010,000	\$5,090,000	\$8,670,000	\$19,550,000



2019-2024 Transportation Improvement Plan



RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING THE 2019-2024 TRANSPORTATION IMPROVEMENT PLAN FOR THE CITY OF MILL CREEK

WHEREAS, to provide for the proper and necessary development of the street and related infrastructure system within the City of Mill Creek, the City is required by State law to develop and adopt annually a Transportation Improvement Plan (TIP), covering at least a six-year planning period, to serve as a guide for the coordinated development of the City's transportation and related infrastructure system; and

WHEREAS, the TIP shall be consistent with the City Comprehensive Plan and be adopted following one or more public hearings before the City Council; and

WHEREAS, the City Council conducted a public hearing on October 9, 2018, for the purpose of inviting and receiving public comment on the proposed 2019-2024 TIP; and

WHEREAS, the Mill Creek 2019-2024 TIP, attached hereto as **Exhibit A**, specifically sets forth those projects and programs of both City and regional significance that benefit the transportation system, promote the public health, safety and welfare, and provide for the efficient movement of people and goods; and

WHEREAS, following the public hearing and upon due consideration, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the 2019-2024 TIP, that the 2019-2024 TIP is consistent with the Mill Creek Comprehensive Plan, and that adoption of the 2019-2024 TIP is in the public interest and otherwise consistent with state law;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK,

RESOLVES AS FOLLOWS:

Section 1. 2019-2024 Transportation Improvement Plan Adopted. In accordance with the preceding actions, recitals and findings, the City Council hereby approves and adopts the 2019-2024 Transportation Improvement Plan for the City of Mill Creek, attached hereto as **Exhibit A** and incorporated by this reference as if fully set forth.

Section 2. Filing of 2019-2024 Transportation Improvement Plan. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to timely file a copy of this Resolution together with **Exhibit A** with the Secretary of Transportation for the state of Washington.

Section 3. This Resolution shall become immediately effective upon its adoption.

Adopted this 9th day of October, 2018 by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

MAYOR PAM PRUITT

ATTEST/AUTHENTICATED:

ACTING CITY CLERK GINA PFISTER

APPROVED AS TO FORM:

CITY ATTORNEY SCOTT M. MISSALL

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

EFFECTIVE DATE: _____

RESOLUTION NO. 2018- _____

Exhibit A: 2019-2024 Transportation Improvement Plan



Agenda Item # D
Meeting Date: **October 9, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SURFACE WATER AGING INFRASTRUCTURE (GRADE F PIPE REPAIRS) PROJECT PROFESSIONAL SERVICES CONTRACT

PROPOSED MOTION:

Authorize the Interim City Manager to execute a contract for professional services (design) of the Surface Water Aging Infrastructure (Grade F Pipe Repairs) Project with Perteet, Inc. in an amount not to exceed \$119,980.

KEY FACTS AND INFORMATION SUMMARY:

At the September 11th Council meeting, staff and Perteet provided an update on the City's Surface Water Capital Program. This Surface Water Capital Program focuses on pipes with a minimum diameter of 18 inches since their potential failure could have a negative effect on life, property or a combination of both. This *larger* infrastructure represents a total of 35,800 LF (approximately fourteen percent of the City's total surface water pipe infrastructure). Under their Contract 2018-1417, Mill Creek Storm Pipe Assessment, Perteet identified pipe faults and graded their severity on a 3-tiered level of granularity: A, C and F. A graded faults were not expected to impact the longevity of the pipe. C graded faults were recommended for repair within ten years. The most severe faults were graded F and recommended to be repaired within one year.

The scope of work for this Surface Water Aging Infrastructure (Grade F Pipes Repairs) Professional Services Contract (Attachment A) focuses on the design repairs of all the aforementioned F faults. These represent a total of twenty (20) separate pipe repair locations. The following tasks are included in this contract:

- Task 1 – Project Management
- Task 2 – Survey and Basemapping
- Task 3 – Utility Coordination
- Task 4 – 75% Plans, Specifications and Estimate (PS&E) Preparation
- Task 5 – 95% Plans, Specifications and Estimate (PS&E) Preparation
- Task 6 – Final Ad-Ready Plans, Specifications and Estimate (PS&E) Preparation
- Task 7 – Assistance during Bidding

The Surface Water Aging Infrastructure (Grade F Pipes Repairs) Project PS&E packet will include a base bid and alternates. Perteet will work with the City to prioritize which pipe repairs will be included with each bid schedule. Pipe condition and pavement condition (if location is within a street) will be factors to consider for priority of repair. The project design schedule has a total duration of twenty-four weeks which represents advertising the project in spring of 2019. The attached contract does not include geotechnical services, inspection services nor construction management.

As described in their scope of services, Perteet will consider various repair methods in their design including open trench, slip-lining, cured in place pipe and spot repairs such as pipe banding at failed joints or pipe section removal and replacement.

This project (design phase and construction phase) has been integrated into the proposed 2019-2024 Capital Improvement Plan under the Surface Water Aging Infrastructure Program. This contract is funded by the City's Surface Water Fund.

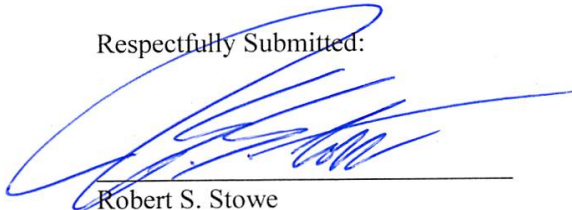
CITY MANAGER RECOMMENDATION:

Authorize the City Manager to authorize a contract for professional services (design) of the Surface Water Aging Infrastructure (Grade F Pipe Repairs) Project with Perteet, Inc. in an amount not to exceed \$119,980.

ATTACHMENTS:

- Attachment A: Contract 2018-__ Professional Services –Perteet, Inc.
- Attachment B: Surface Water Repairs Map

Respectfully Submitted:



Robert S. Stowe
Interim City Manager

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
GRADE F PIPE REPAIRS
CONTRACT 2018 –**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and **Perteet, Inc.**, a corporation organized under the laws of the State of Washington, located and doing business at **2707 Colby Ave #900 Everett, WA 98201** ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the **Surface Water Aging Infrastructure (Grade F Pipe Repairs)** (the "Project").

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

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

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

3. Scope of Work

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

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-

built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of City and shall be subject to City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than **May 31, 2019** ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

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

5. Administration and Supervision

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

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

5.2.1 Authorized Subconsultants.

The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

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

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

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

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

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

visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

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

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

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

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

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

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care skill and diligence normally employed by professional consultants engaged in the same profession, and

performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

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

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

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

7.2 Maintenance of Project Documentation

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

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

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

8. Deliverables

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

8.2 The Consultant shall not produce a design that would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a single source, unless the Consultant has first provided a written justification for the use of a single source and the City concurs.

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

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

9. Commencement and Monthly Reports

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

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

10. Compensation

10.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost

Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **One-Hundred-Nineteen-Thousand-Nine-Hundred-Eighty-Dollars and Zero-Cents (\$119,980.00)** including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed amendment.

10.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work no more frequently than once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

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

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

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

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

10.3.1 Satisfactory completion of all of the Work;

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

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

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

11. Termination of Agreement

11.1 Termination for Default

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

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

11.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall not be deemed a termination for convenience, and not a breach of this Agreement.

11.2 Termination for Convenience

11.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

11.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

11.2.3 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

11.3 Consultants Duties Upon Termination

11.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

11.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

11.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

11.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

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

12. Ownership and Use of Documents

12.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the Work Product shall be works made for hire under all applicable copyright law and the City shall own any and all copyrights to such Work Product. Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Consultant further waives any and all moral rights (including rights of integrity and attribution) in and to the Work Product. Reuse of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk.

13. Third-Party Claims and Disputes

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

14. Audit and Access to Records

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

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

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

15. Legal Relations

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

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

15.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

16. Indemnification and Insurance

16.1 Indemnification.

16.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Party arising out of or resulting from the Consultant's performance of the Work or any obligation

under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

16.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against an Indemnified Party by an employee or former employee of the Consultant or any of its subcontractors. For this purpose, the Consultant expressly waives, as respects to the Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim.

BY SIGNING THE AGREEMENT THE OWNER AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

16.1.3 Consultant's obligations under this Section shall survive expiration or termination of the Agreement. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees and costs shall be awarded to the prevailing party.

16.2 Insurance.

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

16.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

16.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

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

provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

16.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

16.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant'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. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

16.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than AVII.

16.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit C**.

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

17. Disputes and Remedies

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

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

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

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

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

18. Notice

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

Director of Public Works and Development Services
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)

Perteet, Inc
2707 Colby Ave #900
Everett, WA 98201
425-252-7700

19. General Terms

19.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

19.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

19.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of City shall be void.

19.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

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

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

- 19.6.1 Exhibit A, Scope of Services, Project Schedule;
- 19.6.2 Exhibit B, Cost Summary
- 19.6.3 Exhibit C, Insurance
- 19.6.4 Exhibit D, Key Subconsultant List

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

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

SURFACE WATER AGING INFRASTRUCTURE (GRADE F PIPE REPAIRS)

CITY OF MILL CREEK

PERTEET, INC.

Robert Stowe, Interim City Manager

Name

Date: _____

Date: _____

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

SURFACE WATER AGING INFRASTRUCTURE (GRADE F PIPE REPAIRS)

Agreement with Perteet Inc.

September 2018

**Scope of Services
City of Mill Creek
Surface Water Aging Infrastructure (Grade F Pipe Repairs)**

INTRODUCTION

The City of Mill Creek (City) has requested that Perteet (Consultant) provide Plans, Specifications and Estimate for the necessary Grade F pipe repairs as identified in Perteet's September 5, 2018, Storm Pipe Repair Program Prioritization Memorandum. A total of twenty (20) separate pipe repair locations were identified and will be the focus of this Scope of Services.

In anticipation that the City may not have enough funds to complete all of the proposed Grade F pipe repairs, Perteet will prepare base bid and alternate bid plan sets along with corresponding opinion of costs for each of the bid schedules prepared. Perteet will work with the City to prioritize which pipe repairs will be included with each bid schedule. Pipe condition and pavement condition (if location is within a street) will be factors to consider for priority of repair. If it is determined that the pavement in the work area has a low PCI (pavement condition index), then that particular repair, at the discretion of the City, may be included in one of the alternate bid schedules. Mill Creek Boulevard F failures may be addressed differently.

Regarding pipe repair methods, Perteet will consider up to four (4) different methods which include open trenching, HDPE slip-line, Cured in Place Pipe (CIPP) and spot repair (pipe banding at bad joints or pipe section removal and replacement).

Perteet services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Perteet shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement. Perteet reserves the right to shift funds within the Contract between Tasks, and between members of the Perteet Team during the prosecution of the work.

SCOPE OF SERVICES

Tasks

The following tasks will be performed under this scope of services:

- Task 1 – Project Management
- Task 2 – Survey and Basemapping
- Task 3 – Utility Coordination
- Task 4 – 75% Plans, Specifications and Estimate (PS&E) Preparation
- Task 5 – 95% Plans, Specifications and Estimate (PS&E) Preparation
- Task 6 – Final Ad-Ready Plans, Specifications and Estimate (PS&E) Preparation
- Task 7 – Assistance During Bidding

Task 1 – Project Management

The Consultant's project manager will be responsible to the City to ensure that the design is completed on schedule, is technically competent, and meets the City's needs and expectations.

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1.1 Coordination with the City of Mill Creek

Consultant will coordinate with the City of Mill Creek on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. Regular communication with the City will occur on a weekly basis, via emails and/or phone calls.

The Consultant will attend up to one (1) project status meeting at the City. The meeting under this work element will include the following participation by the Consultant team:

- Up to one (1) meeting attended by Perteet with up to two (2) people from the Perteet team.

If necessary, the Consultant will summarize meeting notes/action items in a brief email after the meeting.

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for all project design phases through bid advertisement. The Consultant will prepare a draft and final schedule for the City to review, and then the Consultant will provide up to one (1) schedule update as the project progresses, when requested by the City. The Consultant will also manage the Consultant budget, monitor staff and sub-consultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports and Invoices

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress reports will include a status of budget spent and budget remaining for the project. The monthly progress reports will also identify other issues or problems that may occur in any given month. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The Consultant Project Manager will notify the City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

1.4 Implementation of Quality Assurance & Control (QA/QC) Program

Consultant will implement their QA/QC program to ensure a high-quality work product. A QA/QC review will be performed on all deliverables identified by the Consultant. *The fee effort for the QA/QC program is identified in each individual Task.*

Assumptions:

- This contract duration shall be no longer than March 2019 [six (6) months].
- Maximum of one (1) project schedule update will be prepared.

Deliverables:

- Project Schedule (Microsoft Project format) and up to one (1) update
- Invoices and Progress Reports

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Task 2 – Survey and Basemapping

Limited site-specific topographic field surveys and basemapping will be performed by I Alliance, Perteet's Sub-Consultant. Site specific topographic field work will be conducted on private property parcels as well as within City right-of-way, as defined in I-Alliance's Scope of Services below.

2.1 Survey Project Management, Administration, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, I Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

Right-of-Entry will be requested by I Alliance when appropriate. I Alliance will prepare a Right-of-Entry letter to be delivered to the parcels where right-of-entry is anticipated. These letters will be approved by the City prior to distribution. The purpose of the letters will be to inform the owners of the need to access certain areas where mapping will need to take place to prepare the deliverables needed for the engineering and planning of the repairs as shown in exhibit A. Up to ten (10) Title Reports are expected to be required for this task.

Traffic Control will be coordinated by I Alliance using Law Enforcement Officers.

2.2 Survey Control

This task includes the establishment of survey control or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

Work Elements:

- Geodetic Survey Control - A system of horizontal and/or vertical control stations that have been established and adjusted by geodetic methods and in which the shape and the size of the earth (geoid) have been considered in position computations. A geodetic datum is an abstract coordinate system with a reference surface that serves to provide known locations to begin surveys and create maps.
 - Horizontal - Typically, survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.
 - Vertical - Typically, the Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).
 - Units - Units shall be in US Survey Feet.

2.3 Field Surveying and Mapping

This task includes the field surveying and mapping required for these specific efforts.

Consisting of twenty (20) multiple locations, these efforts will vary slightly by location, but generally include topographic and planimetric surveying for storm pipe and structure repair for a specific issue or set of issues that are shown on Exhibit A at the end of this proposal.

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Typically included in these localized area surveys are:

- Storm Structures – centers and measure-downs
- Adjacent features that might impact the repairs (see Exhibit A)
- Landscaping, Trees
- Building edges, fences, posts, and signs
- Utilities – surface observable – water valves, fire hydrants, power vaults, luminaires, etc.
- Curb lines and roadway grades
- Driveways, sidewalks and other ‘hard’ features

2.4 Utility Surveying Services (included in Task 2.3)

2.5 Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required deliverable generation.

2.6 Right-of-Way and Boundary Resolution(s)

Work Elements:

- Right-of-Way will be shown using publicly available GIS.
- Parcels will be shown using publicly available GIS.
- Easements will be researched using publicly available resources and will be shown, if found, for reference only. Up to ten (10) Title Reports will be required and will be ordered by I Alliance but invoiced directly to The City.

Understandings:

- Rights of Entry requested by I Alliance as appropriate.
- I Alliance cannot warranty that adequate access to any properties will be granted and will notify the client if problems with access are experienced.
- Traffic Control will be coordinated by I Alliance utilizing LEO's (Law Enforcement Officers).
- Underground Conductible Utility Locates is NOT part of this scope of services.
- Title Reports (10) will be ordered by I Alliance but invoiced directly to The City.

Deliverables:

- Topographic Survey Base Map (electronic copy), in 1' contour intervals.
- AutoCAD Surfaces (DTM Files) (electronic copy).
- Copy of field survey books (electronic copy).
- ASCII file of control points.

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Task 3 – Utility Coordination

The Consultant will coordinate with the franchise utilities regarding franchise utility design and existing utility conflicts that have already been identified under the previous contract. The consultant will provide the following services:

Work Elements:

- The Consultant will email a description of the project to each franchise utility owner.
- The Consultant will request a point of contact for each franchise utility owner. The Consultant will also request as-builts from each franchise utility owner in order to verify the presence of their utility as identified through utility locates under Task 2 of this Scope of Services.
- The Consultant will coordinate with the franchise utility owner to relocate their facilities (facility relocates provided by franchise owner) in those areas where a conflict with an existing storm pipe currently exists.

Assumptions:

- Potholing to determine whether or not an existing utility line conflicts with one of the planned excavations for pipe repair will be coordinated by the contractor during construction. If a conflict is identified, then it will be the contractor's responsibility to coordinate the protection of the existing utility with the utility owner.
- Any attempts to recover costs from the franchise utility owner for existing damages to City storm pipe will be coordinated by the City.

Task 4 – 75% Plans, Specifications and Estimate (PS&E) Preparation

The Consultant will prepare a 75% Plans, Specifications, and Opinion of Cost Estimate submittal package. The plans will be prepared with Perteet CADD standards. They will be prepared to a level of competency presently maintained by practicing professionals in the field of civil engineering in the Puget Sound Region. At the 75% level, all elements of the project will be incorporated into the documents to produce a full preliminary set of PS&E documents. Separation of the bid package into a base bid schedule and alternate bid schedules will not occur until the 95% design level.

Plans will include details or references to standard details for the construction of the proposed improvements, including details for pavement and trench repair, connections of new storm pipe to existing storm pipe and site preparation/erosion control.

4.1 75% Design Plans Preparation

At this time, a total of up to thirty-three (33) plan sheets (including cover and legend sheets) are anticipated. The 75% plans will be prepared utilizing 11" by 17" sheets at 1" = 40' scale (for most sheets). These plans will be used as the basis for development of the 75% level Opinion of Cost for the project.

Specific 75% plans are anticipated to consist of:

- Cover Sheet, one (1) sheet
- Legend Sheet, one (1) sheet

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- Site Preparation/Erosion Control Plans, fourteen (14) sheets - These plans will identify the pavement removals, clearing and grubbing, and significant obstruction removals. More than one project site may be shown on a single sheet if space allows.
- Pipe Repair Plan and Profile, fourteen (14) sheets – These plans will identify excavation limits and the type of pipe repair. More than one project site may be shown on a single sheet if space allows. These sheets will also show necessary landscape restoration.
- Details, three (3) sheets – These plans will include details such as trench repair, pipe couplings, and pipe bands.

Assumptions:

- The City will provide one (1) set of written consolidated review comments on the plans for each submittal. The Consultant will provide responses to those comments on the same plans.
- Survey horizontal and vertical control information will be included on the Pipe Repair Plan and Profile sheets. Separate horizontal control plans will not be created.
- No new plan sheets will need to be added after 75% design.
- Applicable WSDOT Traffic Control Plans will be included in the Appendix of the Project Manual. The Special Provisions will define traffic control restrictions or requirements.

4.2 75% Contract Provisions

This work element will include preparing contract provisions ("Specifications") for the project based on English units for the 75% submittal. These will include Special Provisions for the items of work that are not covered by the 2018 WSDOT/APWA Standard Specifications, including Mill Creek General Requirements, as well as, bid and contract forms. Perteet will prepare the Project Manual, which will be a consolidation of the Special Provisions, City boilerplate language, and bid and contract forms into a single manual.

Assumptions:

- Specifications will be in WSDOT/APWA format.
- The City will provide the Consultant with their current contract boilerplate language and their current General Special Provisions to be included in the contract provisions.
- The City will provide one (1) set of written consolidated review comments on the Project Manual for each submittal. The Consultant will provide responses to those comments on the same copy of the Project Manual.

4.3 75% Opinion of Cost Estimate

This work element will include calculating 75% level quantities and opinion of construction costs based upon the current design and alternatives chosen, the provided construction plans, and current unit bid prices.

Assumptions:

- A project Opinion of Cost will be prepared in Perteet standard format.
- Backup for the Opinion of Cost will not be provided, but it can be upon request.

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75% PS&E Deliverables:

- One (1) half-size (11"x17") unbound hard copy of the 75% Plans.
- One (1) electronic copy of the 75% Plans in PDF format.
- One (1) unbound hard copy of the 75% Project Manual.
- One (1) electronic copy of the 75% Project Manual in PDF format.
- Two (2) hard copies of the 75% Opinion of Cost summary sheet.
- One (1) electronic copy of the 75% Opinion of Cost summary sheet in PDF format.

4.4 75% PS&E QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 5 – 95% Plans, Specifications, and Estimate (PS&E) Preparation

The 95% design will incorporate City comments from their review of the 75% design documents. At the 95% level, all major elements of the project will be incorporated into the plan set and all major design decisions will have been made. During this design phase Perteet will work with the City to determine which repairs will be included in the base bid schedule and which repairs will be included in the alternate additive bid schedules.

5.1 Review and Response to 75% City Review Comments

The Consultant will review the City's 75% review comments for incorporation into the 95% design phase. The effort under this work element will include the preparation of the formal response by the Consultant to the City's 75% review comments. The Consultant will provide hand written responses on the review documents, next to each City review comment.

Assumptions:

- It is assumed that the City will provide one (1) set of City review comments to the Consultant, reflective of all City staff comments for the plans, specifications, and opinion of cost estimate.

5.2 95% Design Plans Preparation

The Consultant will revise the 75% design and plans based on the City's review comments and prepare the 95% plans. The 95% design will attempt to finalize the major elements of design for the project. All project elements will be detailed out/expanded and shown in the 95% plans. Bid schedules in the plan set will be delineated by either adding 'base bid' or 'alternate bid' to the titles of each plan sheet.

Assumptions:

- It is assumed that there will be no major design changes to the project at this point. All project elements will be finalized and shown on the 95% plans.

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5.3 95% Contract Provisions

The Consultant will revise the 75% contract provisions based on the City's comments and prepare the 95% contract provisions to reflect the design shown in the 95% plans. This will include the preparation of the Bid Item list to be included in the contract provisions. The Bid Item list will be divided into two or more schedules (depending on how the City and Perteet best decide to split up the schedules) during this design phase.

5.4 95% Opinion of Cost Estimate

The Consultant will revise the 75% opinion of cost estimate based on the City's review comments and prepare the 95% opinion of construction cost to reflect the design shown in the 95% plans. The opinion of cost estimate will be divided into two or more schedules during this design phase.

95% PS&E Deliverables:

- One (1) half-size (11"x17") unbound hard copy of the 95% Plans.
- One (1) electronic copy of the 95% Plans in PDF format.
- One (1) unbound hard copy of the 95% Project Manual.
- One (1) electronic copy of the 95% Project Manual in PDF format.
- Two (2) hard copies of the 95% Opinion of Cost summary sheet.
- One (1) electronic copy of the 95% Opinion of Cost summary sheet in PDF format.
- Written responses to the City's 75% review comments.

5.5 95% PS&E QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as, confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 6 – Final Ad-Ready Plans, Specifications and Estimate (PS&E) Preparation**6.1 Final Bid Documents Preparation**

The Consultant will finalize the 95% plans, specifications and opinion of cost estimate based on the City's review comments and prepare final, ad-ready, Bid Documents. It is assumed that 95% review comments will be minor in nature and not reflect any changes to the design. The Consultant will provide the City with a check-print of the Final Bid Documents before signing the Ad-Ready set.

Assumptions:

- The City will provide Builders Exchange (or other advertising agency of their choice) with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding.
- The City will provide Builders Exchange (or other advertising agency of their choice) with a camera-ready or electronic set of the Project Manual for purposes of their scanning and contract document distribution during bidding.

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Deliverables:

- One (1) half-size (11"x17") unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the City.
- One (1) full-size (22"x34") unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the City.
- One (1) electronic copy of the plan set in PDF format.
- One (1) unbound hard copy of the final bid documents Project Manual, camera-ready and suitable for reproduction by the City.
- Electronic copy of the final bid documents Project Manual submitted in Microsoft Word format via electronic e-mail.
- Electronic copy of the final bid documents Project Manual submitted in PDF format via electronic e-mail.
- Electronic copy of the final bid documents Opinion of Cost summary sheet submitted in PDF format via electronic e-mail.

Task 7 – Assistance During Bidding

7.1 Assistance During Bidding

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will also help prepare up to two (2) minor addendums. The City will finalize and distribute Addendums to Builders Exchange during the bidding process. The effort for the preparation of addendums is limited to the fee identified in the attached fee schedule.

Assumptions:

- It is assumed that the City will prepare the bid tabulation.
- The City will review the bids received, to determine bid award.

Deliverables:

- Electronic copies of addendums in PDF format, if required

ITEMS TO BE FURNISHED BY THE CITY

The City will provide the following items and services to the Consultant that will facilitate the preparation of the plans and studies within the limits of the project. The Consultant is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to survey.

- Coordination/scheduling of meetings with City staff.
- Timely reviews of design submittals [assumed to be two (2) weeks each].
- Current City of Mill Creek General Requirements and other City desired Contract Specification materials in Word format.

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DESIGN STANDARDS

Design plans prepared as part of this Scope of Services, to the extent feasible, shall be developed in accordance with the latest edition and amendments to the following documents, as of the date this Agreement is signed:

- Standard Specifications for Road, Bridge, and Municipal Construction, 2018 English Edition, published by WSDOT and the Washington State Chapter APWA.
- Standard Plans for Road, Bridge, and Municipal Construction, (M 21-10), published by WSDOT.
- City of Mill Creek Municipal Code.
- The City of Mill Creek Standard Specifications and Details (2016).

GENERAL ASSUMPTIONS

- All necessary public outreach will be managed by the City, with limited support from the Consultant.
- There are no sensitive or contaminated areas located at any of the project sites.
- Geotechnical services will not be required for this project. However, if soil conditions in the work areas warrant subsurface exploration and analysis then geotechnical services can be added as an additional service to the contract.
- Besides the Project Manual, no other reports or memorandums will be prepared as part of this Scope of Services.
- This project is considered an underground utility repair project; therefore, it will be exempt from all nine minimum requirements of Ecology's Stormwater Management Manual for Western Washington (SWMMWW), with the exception of Minimum Requirement #2 – Construction Stormwater Pollution Prevention. It is not anticipated that a Stormwater Pollution Prevention Plan (SWPPP) report will be required. If this changes, then it is assumed that the contractor will need to prepare the SWPPP.
- If this project, which includes multiple different project areas, is considered to be one larger project then SEPA will likely be required. The City will coordinate and prepare all SEPA related documents.. No other State or Federal permits are anticipated.
- The City and/or contractor will coordinate any necessary local permits associated with this project.
- This project will not be federally funded.
- The species of trees that are planned for removal and replacement in kind will be identified by Perteet's environmental manager as needed..
- It is assumed that the planned construction activities will not require Temporary Construction Easements.

PROJECT DELIVERABLES

The documents, exhibits, or other presentations for the work covered by this Agreement ("Documents") shall be furnished by the Consultant to the City upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the Consultant: City shall assume all risks associated with such use, modifications, or conversions. Consultant may remove from the electronic Documents delivered to City all references to Consultant' involvement

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and will retain a tangible copy of the Documents delivered to City which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only. Consultant is not required to maintain electronic files beyond 90 days after final project billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal. See deliverables under each task for those items the Consultant will provide.

OPTIONAL SERVICES NOT INCLUDED IN THE BUDGETED SCOPE OF SERVICES

Upon request, the following additional services could be added to the contract via an amendment to this Scope of Services:

- Environmental Documentation/Permitting
- Notice of Intent and Stormwater Pollution Prevention Plan
- Temporary Construction Easement (TCE) preparation
- Construction Engineering Services
- Construction Inspection Services

Task	
Survey and Basemapping (6 weeks)	
75% PS&E (6 weeks)	
75% QA/QC (1 week)	
City Review (2 weeks)	
95% PS&E (4 weeks)	
95% QA/QC (1 week)	
City Review (1 week)	
Final Ad-Ready (2 weeks)	



Project Surface Water Aging Infrastructure (Grade F Pipe Repairs) **Contract Start Date** 10/1/2018 **Last Update date** 9/28/2018
Client City of Mill Creek **Contract End Date** 4/29/2019 **Perteet Project No.**
PM Brian Caferro **Contract Duration:** 6 Months

Task	Billing Rate	Sr. Associate	Sr. Associate	Sr. Engineer / Mgr	Engineer II	Engineer II	Lead Technician/ Designer	Accountant	Clerical	Total Hours	Labor Dollars
		\$200.00	\$200.00	\$180.00	\$120.00	\$120.00	\$120.00	\$90.00	\$80.00		
Task 1 - Project Management											
Task 1.1 - Coordination with City of Mill Creek		8.00			3.00					11.00	\$1,960.00
Task 1.2 - Project Schedule, Budget and Team Management		17.00								17.00	\$3,400.00
Task 1.3 - Progress Report and Invoicing		4.00						4.00		8.00	\$1,160.00
Total Task 1 - Project Management		29.00	0.00	0.00	3.00	0.00	0.00	4.00	0.00	36.00	\$6,520.00
Task 2 - Survey and Basemapping											
		2.00					4.00			6.00	\$880.00
Total Task 2 - Survey and Basemapping		2.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	6.00	\$880.00
Task 3 - Utility Coordination											
		2.00			10.00					12.00	\$1,600.00
Total Task 3 - Utility Coordination		2.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	12.00	\$1,600.00
Task 4 - 75% PS&E Preparation											
Task 4.1 - 75% Design Plans Preparation		8.00	4.00		80.00		60.00			152.00	\$19,200.00
Task 4.2 - 75% Contract Provisions		12.00			2.00				4.00	18.00	\$2,960.00
Task 4.3 - 75% Opinion of Cost		2.00			20.00					22.00	\$2,800.00
Task 4.4 - 75% PS&E QA/QC				10.00						10.00	\$1,800.00
Total Task 4 - 75% PS&E Preparation		22.00	4.00	10.00	102.00	0.00	60.00	0.00	4.00	202.00	\$26,760.00
Task 5 - 95% PS&E Preparation											
Task 5.1 - Review and Respond to 75% Comments		2.00			4.00					6.00	\$880.00
Task 5.2 - 95% Design Plans Preparation		6.00	4.00		48.00		32.00			90.00	\$11,600.00
Task 5.3 - 95% Contract Provisions		14.00			2.00				2.00	18.00	\$3,200.00
Task 5.4 - 95% Opinion of Cost		2.00			16.00	8.00				26.00	\$3,280.00

Task	Billing Rate	Sr. Associate	Sr. Associate	Sr. Engineer / Mgr	Engineer II	Engineer II	Lead Technician/ Designer	Accountant	Clerical	Total Hours	Labor Dollars
		\$200.00	\$200.00	\$180.00	\$120.00	\$120.00	\$120.00	\$90.00	\$80.00		
Task 5.5 - 95% PS&E QA/QC				6.00						6.00	\$1,080.00
Total Task 5 - 95% PS&E Preparation		24.00	4.00	6.00	70.00	8.00	32.00	0.00	2.00	146.00	\$20,040.00
Task 6 - Final Ad-Ready PS&E Preparation											
Task 6.1 - Final Bid Documents Preparation		2.00			16.00		16.00		4.00	38.00	\$4,560.00
Total Task 6 - Final Ad-Ready PS&E Preparation		2.00	0.00	0.00	16.00	0.00	16.00	0.00	4.00	38.00	\$4,560.00
Task 7 - Assistance During Bidding		2.00			8.00		4.00		2.00	16.00	\$2,000.00
Total Task 7 - Assistance During Bidding		2.00	0.00	0.00	8.00	0.00	4.00	0.00	2.00	16.00	\$2,000.00
Total Hours		83.00	8.00	16.00	209.00	8.00	116.00	4.00	12.00	456.00	
Total Dollars		\$16,600.00	\$1,600.00	\$2,880.00	\$25,080.00	\$960.00	\$13,920.00	\$360.00	\$960.00		\$62,360.00

Expenses:	
Mileage - \$.545	22
Totals:	22

Subconsultant Fees:	Cost	Markup	Bill
1 Alliance Geomatics, LLC	47,598		47,598
Totals:	47,598		47,598

SUMMARY		
Labor		\$62,360.00
Expenses		\$22.00
Subconsultants		\$47,598.00
Management Reserve		\$10,000.00
CONTRACT TOTAL		\$119,980.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Oregon, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Perteet, Inc. PO Box 1186 2707 Colby Avenue, Suite 900 Everett, WA 98201	INSURER A: Charter Oak Fire Insurance Company NAIC# 25615	
	INSURER B: Travelers Indemnity Company 25658	
	INSURER C: Travelers Property Casualty Company of Ame 25674	
	INSURER D: Travelers Casualty and Surety Company of A 31194	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: W8318684 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR (INSD/ WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	6805J284500	06/27/2018	06/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		BA5J284770	06/27/2018	06/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UB6J664997	06/27/2018	06/27/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		106321064	06/27/2018	06/27/2019	Per Claim \$3,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project # 20180189, Mill Creek Grade F Pipe Repairs.
 Per Project Aggregate applies when required by written contract. General Aggregate Capped at \$8,000,000.
 City of Mill Creek is included as an Additional Insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER City of Mill Creek Attn: Gina Hortillosa 15728 Main Street Mill Creek, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

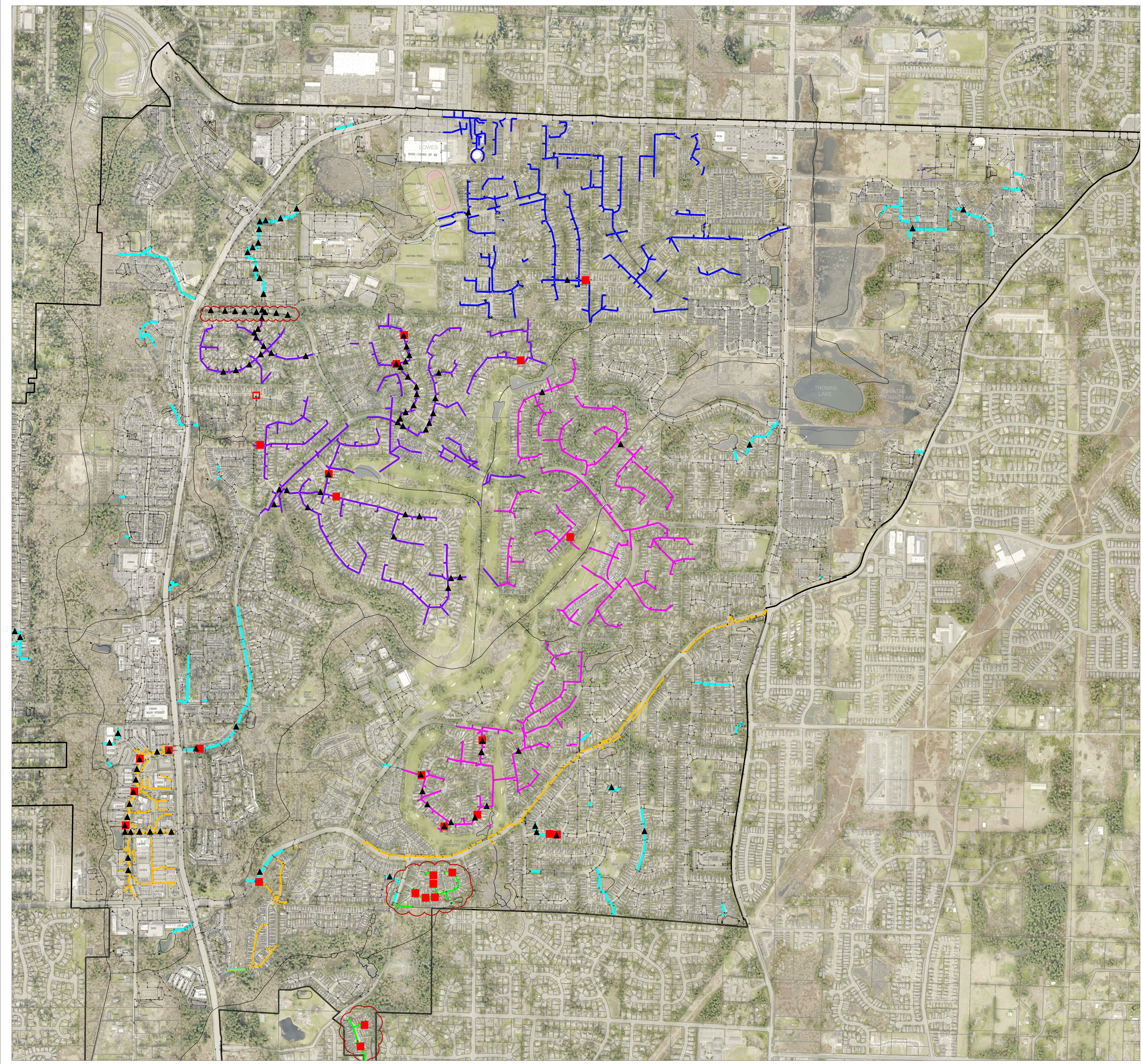
SURFACE WATER AGING INFRASTRUCTURE (GRADE F PIPE REPAIRS)

Exhibit D

Key Subconsultant List

Perteeet will have one subconsultant on this contract (survey and base mapping):

- 1-Alliance

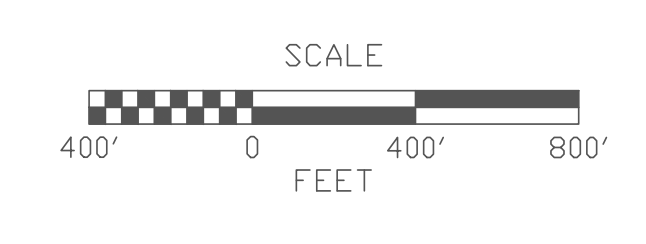
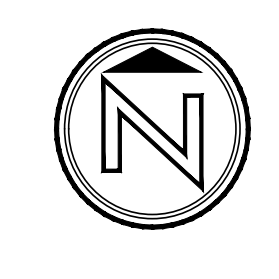


CITY OF MILL CREEK SURFACE WATER REHABILITATION PROGRAM: CCTV RECORDINGS BY YEAR WITH FAULT LOCATIONS

LEGEND

- FAILED PIPE, HIGH PRIORITY REPAIR
- ▲ PIPE REPAIR REQUIRED WITHIN 10 YEARS
- SINK HOLE REPAIR IN PROGRESS
- 2012 CCTV PROGRAM
- 2014 CCTV PROGRAM
- 2015 CCTV PROGRAM
- 2016 CCTV PROGRAM
- 2017 CCTV PROGRAM
- 2018 CCTV PROGRAM
- 18" OR GREATER PIPE PROGRAMMED TO BE CCTV
- FAULTS FOUND IN 12" PIPES. NO FAULTS FOUND IN PIPES 18" OR LARGER.

08/14/2018





Agenda Item # E
Meeting Date: October 9, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: REVISED INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY FOR RECIPROCAL MITIGATION OF TRANSPORTATION IMPACTS

PROPOSED MOTION:

Authorize the City Manager to sign the revised interlocal agreement with Snohomish County for reciprocal mitigation of transportation impacts.

KEY FACTS AND INFORMATION SUMMARY:

Commercial and residential development usually generate an increased number of vehicular trips that have an impact on the transportation system. To address this, both the City and the County have independently adopted transportation mitigation fees (TMF) programs that assess the level of impact that the increased trips will have on the transportation system and collect a proportionate fee. These fees are subsequently used by the local jurisdiction to help pay for transportation capital projects that add vehicular capacity to the road system such as intersection improvements and roadway widenings.

Since the City and the County are adjacent neighboring jurisdictions, trips generated in either jurisdiction will have an impact on both jurisdictions' transportation systems. Hence, in 1991 the City and County for the first time entered into an interlocal agreement for reciprocal mitigation of transportation impacts. The interlocal agreement was last updated in 2006 and expired on December 31, 2015.

For traffic analysis purposes, trips are categorized into local or pass through traffic. Local traffic refers to trips that have an origin or destination within the City limits. Pass through traffic refers to trips with no stops in the City. Based on the PSRC traffic model prepared in 2010, 63.5% of the trips on 164th Street SE, SR 527 and SR 96 are pass through -only 36.5% are local.

In projecting growth in the next five to ten years, there is a limited amount of non-vested developable parcels remaining in the City boundaries (Attachment A). In the meantime, Snohomish County development continues to be robust (Attachment B).

From year to year, mitigation fees vary depending on economic condition, size of development and even geographical location. For reference purposes, the City received \$193,632.76 in 2014 and \$347,395.11 in 2015 in traffic mitigation fees from County development. During this same period of time, \$69,000 were collected in traffic mitigation fees from City development. Since the ILA expired, development occurring in the County influence area has not paid the City for traffic impacts. These TMFs are not retroactive.

City Council Agenda Summary
Page 2

City and County staff have prepared the attached interlocal agreement (Attachment C) which specifies the process for City and County review of development projects to better reflect current practice, citing of applicable current City and County development codes, comprehensive plans and transportation programs, and updating various legal housekeeping items such as agreement administration and termination dates. The ILA goes into effect once it is authorized by both agency's respective Councils. This ILA does not have an expiration date and does not need to be updated with TMF changes.

On October 1st, Snohomish County emailed the enclosed draft ILA to several stakeholders: Master Builders Association of King and Snohomish Counties; Professional Consultants of Snohomish County, Futurewise and Frontier. Comments are due to the County by October 10, 2018 and will be shared with the City accordingly.

With City Council authorization of this ILA, the earliest it can be fully executed is in the first quarter of 2019 due to the County's authorization process. City and County development projects currently in the pipeline have already vested without this interlocal agreement in place.

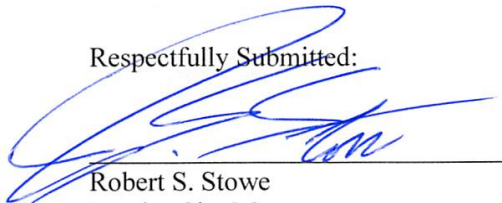
CITY MANAGER RECOMMENDATION:

Authorize the City Manager to execute the attached interlocal agreement with Snohomish County for reciprocal mitigation of transportation impacts.

ATTACHMENTS:

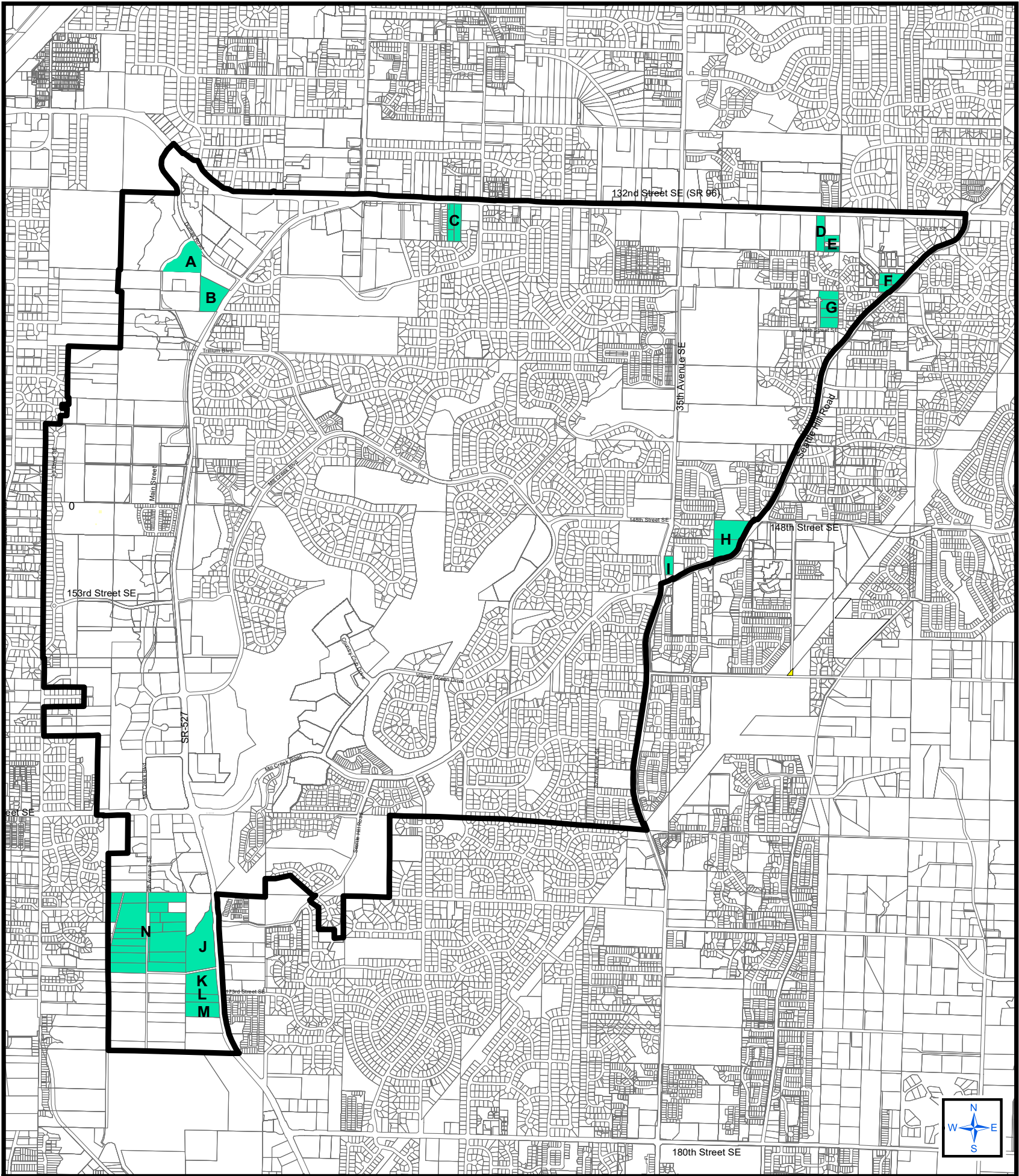
- Attachment A: Map of Anticipated Development Sites in the City of Mill Creek
- Attachment B: Map of Active Development Sites in Snohomish County
- Attachment C: Draft Interlocal Agreement between Snohomish County and the City of Mill Creek for Reciprocal Mitigation of Transportation Impacts

Respectfully Submitted:






Robert S. Stowe
Interim City Manager

Anticipated Development Sites



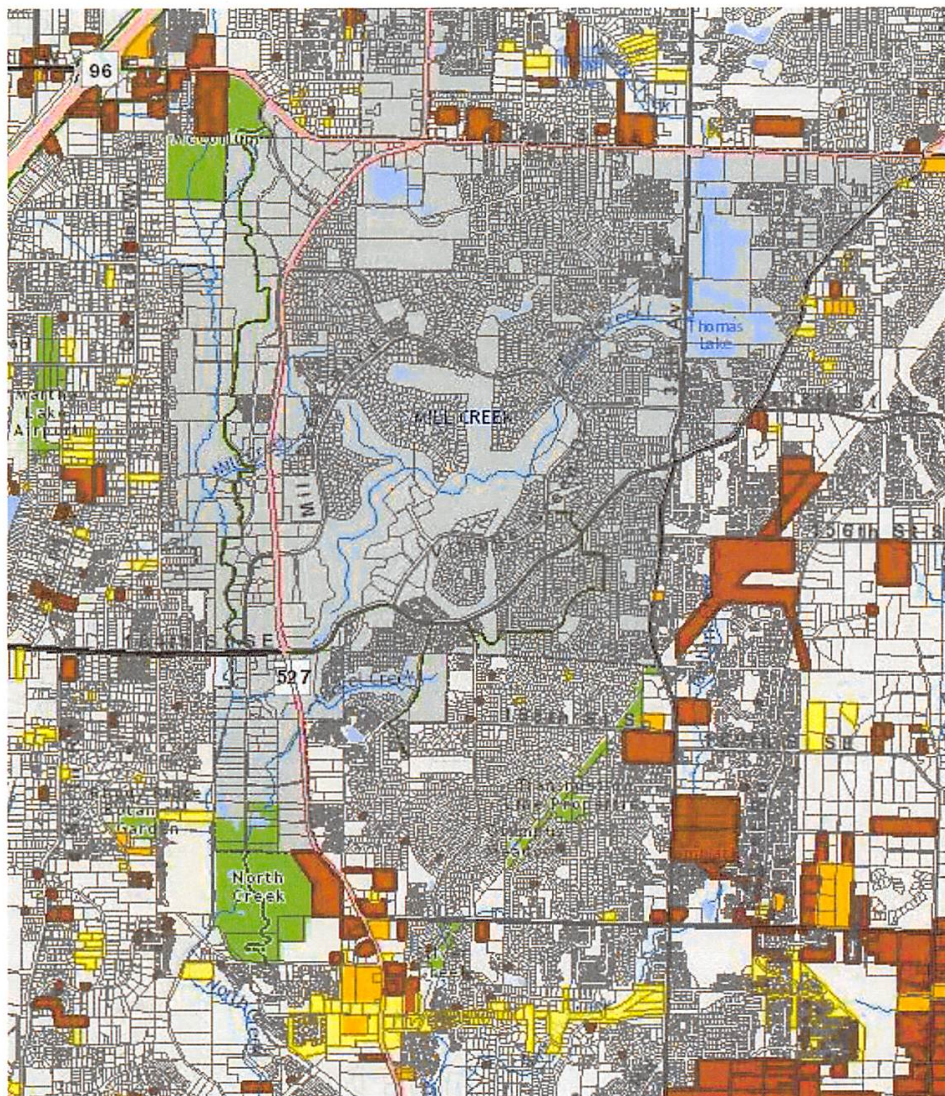
Updated On: 10/4/2018

-  City Limits (4.68 SQ. Miles)
-  Municipal Urban Growth Area Boundary
-  Anticipated Development Sites

Note: This map is prepared with the property data and project status currently available to the City.



Snohomish County Active Development Projects



Source: Snohomish County PDS - October 2018

-  Active Projects/Permits >
-  In Review
-  In Review and Under Construction
-  Under Construction

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE CITY OF MILL CREEK FOR RECIPROCAL MITIGATION OF
TRANSPORTATION IMPACTS**

I. PARTIES AND CITATIONS

This Interlocal Agreement (hereinafter "Agreement") is entered into pursuant to Chapter 36.70A RCW (the Growth Management Act), Chapter 43.21C RCW (SEPA), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), Chapter 39.34 RCW (the Interlocal Cooperation Act), Chapter 30.61 SCC (SEPA), Chapter 30.66B SCC (Concurrency and Road Impact Mitigation), Chapter 16.14 MCMC (Mitigation, Dedications and Contributions), Chapter 17.48 MCMC (Development Impact Mitigation), Chapter 18.04 MCMC (Environmental Policy) by Snohomish County, a political subdivision of the State of Washington (hereinafter "County") and the City of Mill Creek, a Washington municipal corporation (hereinafter "City") and collectively as the Parties.

II. PURPOSE AND RECITALS

- A. The best interests of the citizens of the County and the City is served through an Interlocal Agreement that specifies the reciprocal imposition of mitigation requirements and improvements.
- B. This Agreement relates to and addresses the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts in the City by a development in the unincorporated County (hereinafter "County Development"), and impacts in the County by a development in the City (hereinafter "City Development").
- C. This Agreement supersedes and replaces the Interlocal Agreement between Snohomish County and the City of Mill Creek on Reciprocal Mitigation of Transportation Impacts entered into on July 7, 1999, recorded under Auditors File No. 199907020618.
- D. Within their own jurisdictions, the County and the City each have responsibility and authority derived from the Washington State Constitution, State laws, and any local Charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- E. The County and the City recognize that planning and land use decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with impacts and opportunities that transcend local jurisdictional boundaries.
- F. The City has taken numerous actions to address mitigation of environmental and other impacts from new traffic generated by development proposals. The regulations, plans, Mill Creek Municipal Codes (MCMC), and mitigation policies designated in Section V below shall be collectively referred to as the City's mitigation policies which, together with this Agreement, provide the regulatory authority under which the City conditions City Developments to mitigate their transportation impacts on County roads.
- G. The County has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, Snohomish County Codes (SCC), and mitigation policies designated in Section VI below shall be collectively referred to as the County's mitigation policies which, together with this Agreement, provide the regulatory authority under which the County conditions County Developments to mitigate their transportation impacts on City roads.

- H. The City and County designated regulations, plans, codes, and mitigation policies for purposes of SEPA review and/or development review as identified in Sections V and VI below shall be as of the effective date of this agreement and as amended.

III. MITIGATION FOR IMPACTS IN THE CITY BY COUNTY DEVELOPMENTS

- A. County Transportation Service Area (TSA) and the City Street System. For purposes of this Agreement and implementing the provisions of Chapter 30.66B SCC, it has been determined that the County Development influence areas as shown in the County Development Traffic Percentage Influence Area Map (included as part of Exhibit 1) are currently located in TSA's D, E, and F as shown on the TSA Map in the Snohomish County Transportation Needs Report (TNR).
- B. Role of Chapters 43.21C RCW, 197-11 WAC, 30.61 SCC and 18.04 MCMC (SEPA). For most County Developments, compliance with this Agreement will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43.21C RCW (SEPA) for impacts on City streets. However, this Agreement does not limit the ability of the City to request additional mitigation pursuant to Chapter 43.21C RCW, Chapter 197-11 WAC, and Chapter 18.04 MCMC (SEPA) where the City has determined and identified specific environmental impacts of the development as being significant adverse impacts that are not addressed by this Agreement or City code.
- C. Applicability to County Developments. This Agreement applies to all proposed County Developments located in the traffic influence areas as identified in the County Development Traffic Percentage Influence Area Map (included as part of Exhibit 1) that have submitted a complete application on or after the effective date of this Agreement and which the County determines to: 1) be subject to the requirements of Chapter 30.61 SCC (SEPA); and 2) be subject to the Concurrency and Road Impact Mitigation regulations in Chapter 30.66B SCC.
- D. Providing Notice. Within seven (7) days of submittal of a complete development application subject to the terms of this Agreement, the County shall give the City written notice and afford the City a timely opportunity for review, comment, or staff consultation as provided by the Snohomish County Code related to the impacts that a County Development may have on the City's transportation system under the City's mitigation policies. Notice may be in the form of an email or by the US Postal Service. If by the US Postal Service the notice may be either a post card with a link to the information submitted by the applicant or, at the County's sole discretion, the County may mail a paper copy of the information to the City.
- E. Traffic Study. The County, through this Agreement, shall require a traffic study from any County Development that may have impacts on the City's transportation system requiring mitigation in accordance with this Agreement. Any such County Development shall submit the requested traffic study to the County as part of its initial development application.
 - 1. The City shall provide to the County the criteria for preparation of the traffic study (see Exhibit 1) that shall include, but not be limited to, the items listed in the "The City of Mill Creek Traffic Mitigation Worksheet for Developments in Snohomish County". Mitigation shall be consistent with applicable City's mitigation policies and state and federal law.
 - 2. The County may waive the requirement for all or part of the traffic study if the City indicates that all information necessary to assess the impact of the development is available.

3. The County shall provide the applicant, at the pre-submittal conference, either a copy of the City's requirements for traffic studies and mitigation as shown in Exhibit 1 or a link to the City's web site where the information can be attained.
 4. Following review of the traffic study, the City may only request supplemental information to determine the impacts of the development in accordance with this Agreement. The County shall only require the applicant to submit the supplemental information and analysis to the extent that the County determines the information is necessary to determine the impacts of the development in accordance with this Agreement.
 5. The City will recognize any Transportation Demand Management (TDM), pass-by, internal capture or other vehicle trip reduction credits determined by the County for County Developments.
- F. **Mitigating Measures.** If the City determines that a County Development will impact the City's transportation system with three (3) or more directional PM peak hour trips, the City shall notify the County of the specific impact and mitigation measure(s) the City has determined are reasonably necessary to mitigate said impacts in accordance with the City's mitigation policies referenced in Section V.
1. For each mitigating measure requested, the City shall identify the specific impacts and reference the relevant City mitigation policies. Notification of the specific mitigating measures shall be provided by the City within twenty-one (21) days of the City's receipt of written notice of application from the County as provided in accordance with Section III (D), except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.
 2. If the County does not receive timely notification of the City's requested mitigating measures consistent with Section III (F)(1) above, the County shall assume that the City has no comments or information relating to potential impacts of the development on City streets and will not require any mitigation from the developer of the development for impacts on City streets.
- G. **Scope of Mitigating Measures.** Under this Agreement, County Developments may be required to mitigate impacts on City streets for any of the following: capacity (proportionate share impact mitigation); safety; access and circulation; and level of service capacity improvement projects. County Developments which front on City right-of-way may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with City standards identified in Section V of this Agreement.

Vehicle trips and impacts on City streets will be evaluated under applicable provisions of the Snohomish County Code and the adopted City of Mill Creek Traffic Mitigation Program.

- H. **Proportionate Share Impact Mitigation for County Developments.** The City may request that a County Development contribute its proportionate share of programmed system improvements meeting the requirements of RCW 82.02.050 needed to mitigate capacity impacts on City streets. The two options available for determining the County Development's proportionate share of impact mitigation are:
1. **Option one.** When supported by a traffic study, a County Development's proportionate share impact mitigation may be satisfied by payment in lieu of

construction by determining the development's impact on the City's adopted list of capacity improvements on City streets as included in the City of Mill Creek's Traffic Impact Mitigation Program as adopted or subsequently amended. The fee is determined by multiplying the development's newly-generated vehicle trips impacting each planned improvement by the appropriate City residential or commercial capacity mitigation rate (i.e., impact fee) for that improvement in effect on the date the development's application is deemed complete.

2. Option two. A County Development may choose to have its proportionate share impact mitigation calculated by the County and the City to fairly represent the average impacts of County Developments on the capacity of City streets for traffic influence areas as shown in the County Development Traffic Percentage Influence Area Map (included in Exhibit 1). A County Development may satisfy its obligations under this Section by making a voluntarily offered payment in lieu of construction equal to the applicable percentage of the total new average PM peak hour daily trips generated by a development multiplied by the development's newly-generated vehicle trips multiplied by the appropriate City residential or non-residential capacity mitigation rate (i.e., impact fee) in effect on the date the development's application is deemed complete.
 - I. Mitigation for Impacts on Safety. Mitigation of impacts on City identified, documented and designated safety problem locations on City streets is required prior to the impacts of the traffic from County Development in order to improve such locations in accordance with adopted City standards. If such conditions are found to be existing before the day the development application is determined complete by the County, and the County Development will either put ten (10) or more average daily trips through the identified location or cause a safety problem location at the time of full occupancy of the development, the City may request that the development not be approved until provisions are made to remedy the safety problem condition. This provision will only apply if the City demonstrates that it is also applying the same restrictions and mitigation on City Developments.
 - J. Mitigation for Impacts on Access and Circulation. The City may request that any County Development which abuts a City street be required to provide for access and transportation circulation on those abutting City streets in accordance with the City's designated mitigation policies referenced in Section V. The developer may be required to design and construct such access on City streets in accordance with the City's adopted policies and standards, and to improve existing City streets that abut and provide access to the development in order to comply with the City's adopted design policies and standards. The City shall review, inspect, and issue all permits required for improvements to City streets.

The City may also request that County Developments make access and/or circulation provisions for future City streets to be located in the City's Urban Growth Area including, but not limited to provisions for connections to existing or planned City streets when it is determined that the future City streets either will abut or extend in to or through the development. This may include, but is not limited to, the dedication of right-of-way, reservation of right-of-way, design for a potential way of access, recording of easements for City streets, design and construction of City streets, and construction of improvements to existing City streets. All requests must be based on a demonstrated need and be consistent with the mitigation policies identified in Section V of this Agreement.

- K. Mitigation for Impacts on Level of Service. County Developments which add more than fifty (50) directional PM peak hour trips to City streets may be required to conduct traffic studies to determine their impacts on the level of service (LOS) of City's arterial street system. The City may request mitigation for impacts on the LOS of the City arterial street system from any such County Development that causes a LOS deficiency. For the purposes of this Agreement, a future LOS deficiency means that a level of service deficiency is forecast to occur at the time of or prior to the development's certificate of occupancy. No mitigation will be requested if the City's current six-year transportation improvement program (TIP) identifies improvements which will remedy the forecast LOS deficiency and are scheduled and fully-funded.
- L. The City shall make recommendations to the County regarding application of the City's mitigation policies to County Developments that impact the City's transportation system in a manner consistent with the City's application of mitigation policies to City Developments that impact City streets.
- M. Consistent with SCC 30.66B.720(3), County staff shall recommend to the County approving authority imposing the mitigating measures identified by the City under this Agreement as a condition of the County's development approval to the extent that the County determines such mitigating measures are reasonably related to the impact of the development and consistent with the terms of this Agreement and applicable law. If County staff determines they will not recommend imposing any or some of the mitigating measures requested by the City, the County will notify the City as soon as possible, and work with the City to mutually resolve any differences prior to development approval. For developments going before the County Hearing Examiner, if the parties cannot agree upon appropriate mitigation, the County will proceed with its recommendation, and the City may provide comments on City requested mitigation measures to the County Hearing Examiner during public hearings related to the proposed County Development.
- N. The City shall be responsible for analysis, documentation, hearing testimony, and legal review (including the private property protection process of RCW 36.70A.370) of any recommendation made by the City for imposition of mitigation measures on a County Development. The City shall provide all supporting documentation to the County for inclusion in the record for a County Development. The City shall be responsible for all accounting, administration, and compliance with Chapter 82.02 RCW related to mitigation by a County Development for impacts in the City.
- O. Administrative Provisions for Mitigating Measures.
 - 1. Payment of any monies shall be made before the County issues building permits.
 - 2. Construction of any mitigation measures must be complete before occupancy of building(s).
 - 3. Right-of-way required for City streets shall be:
 - A. Deeded before recording of a subdivision or short subdivision or the issuance of development permits for development not related to a subdivision or short subdivision; or
 - B. Dedicated on the face of the final plat or short plat at the time of recording.
 - 4. The City may enter into an agreement with a developer related to payment of mitigation monies or construction of improvements required under this Agreement.
 - 5. Chapter 30.66B SCC shall be used to determine any transportation mitigation that a developer must provide under this Agreement.

IV. MITIGATION FOR IMPACTS IN THE COUNTY BY CITY DEVELOPMENTS

- A. Transportation Service Area (TSA) and Urban Growth Area (UGA). For purposes of this Agreement, the County shall determine the transportation impacts of City developments on the County road system in TSAs D, E and F, as currently shown (or as amended) on the TSA Map in the Snohomish County Transportation Needs Report referenced in Section VI below. It is recognized that all developments within the City are located inside the Urban Growth Area (UGA) as established in the Snohomish County GMA Comprehensive Plan referenced in Section VI below.
- B. Role of Chapters 43.21C RCW, 197-11 WAC, 18.04 MCMC and 30.61 SCC (SEPA). For most City developments, compliance with this Agreement will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43.21C RCW for impacts on County roads. However, this Agreement does not limit the ability of the County to request additional mitigation pursuant to Chapter 43.21C RCW, Chapter 197-11 WAC, and Chapter 30.61 SCC (SEPA) where the County has determined and identified specific impacts of the development are significant adverse impacts and are not addressed by this Agreement or County code.
- C. Applicability to City Developments. This Agreement applies to all proposed City Developments that have submitted a complete application on or after the effective date of this Agreement and which the City determines are subject to the requirements of: 1) Chapter 18.04 MCMC (SEPA); 2) Chapter 16.14 MCMC (Mitigation, Dedications and Contributions); and 3) Chapter 17.48 MCMC (Development Impact Mitigation regulations).
- D. Providing Notice. Within seven (7) days of submittal of a complete development application subject to the terms of this Agreement, the City shall give the County written notice and afford the County a timely opportunity for review, comment, or staff consultation as provided by the Mill Creek Municipal Code related to the impacts that a City Development may have on the County's transportation system under the County's mitigation codes and policies. Notice may be in the form of an email or by the US Postal Service. If by the US Postal Service the notice may be either a post card with a link to the information submitted by the applicant or, at the City's sole discretion, the City may mail a paper copy of the information to the County.
- E. Traffic Study. The City, through this Agreement, shall require a traffic study from any City Development that may have impacts on the County's transportation system requiring mitigation in accordance with this Agreement. Any such City Development shall submit the requested traffic study to the City as part of its initial development application.
 - 1. The County shall provide to the City the criteria for preparation of the traffic study (see Exhibit 2) that shall include, but not be limited to, the items listed in the "Snohomish County Traffic Worksheet and Traffic Study Requirements for Developments in the City of Mill Creek". Mitigation shall be consistent with applicable County code and state and federal law
 - 2. The City may waive the requirement for all or part of the traffic study if the County indicates that all information necessary to assess the impact of the development is available.
 - 3. The City shall provide an applicant, at the pre-application stage, either a copy of the County's requirements for traffic studies and mitigation as shown in Exhibit 2 or a link to the County's web site where the information can be attained.

4. Following review of the traffic study, the County may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this Agreement. The City shall only require the applicant to submit the supplemental information and analysis to the extent the City determines the information is necessary to determine the impacts of the development in accordance with this Agreement.
 5. The County will recognize any transportation demand management (TDM), pass-by, internal capture, or other vehicle trip reduction credits determined by the City for City Developments.
- F. Mitigating Measures. If the County determines that a City Development will impact the County's road system, the County shall notify the City of specific mitigation measure(s) reasonably necessary to mitigate said impacts in accordance with the County's mitigation policies referenced in Section VI.
- 1 For each mitigating measure requested the County shall identify the specific impacts and reference the relevant County mitigation policies. Notification of the specific mitigating measures shall be provided by the County within twenty-one (21) days of the receipt of application provided in accordance with Section IV (D), except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.
 - 2 If the City does not receive timely notification of the County's requested mitigating measures consistent with Section IV (F) (1), the City may assume that the County has no comments or information relating to potential impacts of the development on County roads and may not require any mitigation from the development for impacts on County roads.
- G. Scope of Mitigating Measures. Under this Agreement, City Developments may be required to mitigate impacts on County roads for any of the following: capacity (proportionate share impact mitigation), safety, access and circulation, and level of service capacity improvement projects. City Developments which front on County right-of-way may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with County standards identified in Section VI of this Agreement.
- H. Proportionate Share Impact Mitigation for City Developments. The County may request that a City Development contribute a proportionate share of programmed capacity improvements meeting the requirements of RCW 82.02.050 needed to mitigate capacity impacts on County roads. The two options available for determining the City Development's proportionate share of impact mitigation are:
1. Option one. When supported by a traffic study, a City Development's proportionate share impact mitigation may be satisfied by payment in lieu of construction by determining the development's impact on the County's adopted list of capacity improvements on County roads included in Appendix D of the Snohomish County Transportation Needs Report (TNR) for TSA'S D, E and F. The total fee is the sum of the fees for TSA'S D, E and F, which are determined by multiplying the development's newly-generated vehicle trips impacting each planned improvement in TSA'S D, E and F by the appropriate road system impact fee in effect for each TSA on the date the development's application is deemed complete.

2. Option two. A City Development may choose to have its proportionate share impact mitigation calculated by the County and the City to fairly represent the average impacts of City Developments on the capacity of County roads (included in Exhibit 2). Traffic from City Developments will impact County Transportation Service Areas (TSA) D, E and F. The average proportionate percentage share calculated by the City and County of the net new average daily trips generated by a development is 70% and is broken down as follows; 20% for TSA D, 25% for TSA E and 25% for TSA F. A City Development may satisfy its obligations under this Section to contribute a proportionate share of County capacity improvements by making a voluntarily offered payment equal to the total of amount for each TSA. The amount for each TSA is determined by taking the applicable TSA percentage of the total new average daily trips generated by a City Development (identified above and in Exhibit 2) multiplied by the development's newly-generated vehicle trips multiplied by the appropriate County road system impact fee for each TSA in effect on the date the development's application is deemed complete by the City.
- I. Mitigation for Impacts on Safety. Mitigation of impacts on County identified, documented and designated safety problem locations on County roads is required prior to the impacts of the traffic from City Development in order to improve such locations in accordance with adopted County standards. If such conditions are found to be existing in the County before the development application is determined complete by the City and the City Development will put three (3) or more average daily trips through the identified location, the County may request that the development not be approved until provisions are made to remedy the documented safety problem. This provision shall only apply if the County demonstrates that it is also applying the same restrictions and mitigation on County Developments.
- J. Mitigation for Impacts on Access and Circulation. The County may request that any City Development impacting County roads be required to provide for access and transportation circulation on County roads in accordance with the County's designated mitigation policies referenced in Section V. The developer may be required to design and construct such access on County roads in accordance with the County's adopted policies and standards, and to improve existing County roads that abut and provide access to the development in order to comply with the County's adopted design policies and standards. The County shall review, inspect, and issue all permits required for improvements to County roads.
- K. Mitigation for Impacts on Level of Service. City Developments which add more than fifty (50) peak-hour trips to County roads shall be required to include in the traffic study a future level of service (LOS) analysis to determine the City Development's expected impacts on the LOS of County roads in TSAs D, E and F. The County may request mitigation for impacts on the future LOS of the County road system from a City Development that either causes an arterial unit to be determined in arrears, as defined in SCC 30.91A.290, or impacts a current arterial unit in arrears in the critical time and direction with three (3) or more peak-hour trips.
- L. The County shall make recommendations to the City regarding application of the County's mitigation policies to City Developments that impact the County's road system in a manner consistent with the County's application of mitigation policies to County Developments that impact the County's road system.
- M. The City shall recommend imposing the mitigating measures requested by the County in accordance with this Agreement as a condition of the City's development approval to the extent that such requirements are reasonably related to the impact of the

development and consistent with the terms of this Agreement and applicable law. The approving authority for the City will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this Agreement unless such action would not comply with existing laws or statutes. If the City does not recommend imposing the mitigating measures as requested by the County, the City will notify the County as soon as possible, and work with the County to mutually resolve any differences prior to development approval. For developments going before the City Hearing Examiner, if the parties cannot agree upon appropriate mitigation, the City will proceed with its recommendation, and the County may provide comments on County requested mitigation measures to the City Hearing Examiner during public hearings related to a proposed City Development.

N. The County shall be responsible for analysis, documentation, hearing testimony, and legal review (including the private property protection process of RCW 36.70A.370) of any recommendation made by the County for imposition of mitigation measures on a City Development. The County shall provide all supporting documentation to the City for inclusion in the record for a City Development. The County shall be responsible for all accounting, administration, and compliance with Chapter 82.02 RCW related to mitigation by a City Development for impacts in the County.

O. Administrative Provisions for Mitigating Measures.

1. Payment of any monies for mitigation shall be made before the City issues building permits.
2. Construction of any mitigation measures must be complete before occupancy of building(s).
3. Right-of-way required for County roads shall be:
 - A. Deeded before recording of a subdivision, short subdivision, or the issuance of development permits for development not related to a subdivision or short subdivision; or
 - B. Dedicated on the face of the final plat or short plat at the time of recording.
4. The County may enter into an agreement with a developer related to payment of mitigation monies or construction of improvements required under this Agreement.
5. The Mill Creek Municipal Code shall be used to determine any transportation mitigation requirements that a developer must provide under this Agreement.

V. COUNTY RECOGNITION OF CITY'S DESIGNATED REGULATIONS, PLANS, CODES AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

The County recognizes the following adopted mitigation policies and regulations of the City, as now existing or hereafter amended, as a basis for the County's exercise of review and mitigation authority pursuant to state and local law:

- A. Chapter 17.48 MCMC.
- B. Chapter 18.04 MCMC.
- C. Chapter 16.14 MCMC.
- D. Chapter 17.22 MCMC.

- E. The City's Comprehensive Plan (the "City Plan") specifically including, but not limited to, the Capital Facilities Element and the Transportation Element City Plan.
- F. All City ordinances, codes, chapters, resolutions, regulations, plans or reports incorporated by reference or applicable to Chapters 17.48 and 18.04 MCMC.
- G. Mill Creek Design and Construction Standards and Specifications.

VI. CITY RECOGNITION OF COUNTY'S DESIGNATED REGULATIONS, PLANS, CODES, AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

The City recognizes the following adopted mitigation policies and regulations of the County, as now existing or hereafter amended, as a basis for the City's exercise of review and mitigation authority pursuant to state and local law.

- A. Chapter 30.61 SCC.
- B. Chapter 30.66B SCC.
- C. The Department of Public Works' Administrative Rules relating to Chapter 30.66B SCC.
- D. The Snohomish County GMA Comprehensive Plan including, but not limited to, the General Policy Plan, Capital Facilities Element and the Transportation Element.
- E. All County codes, chapters, resolutions, plans or reports incorporated by reference in titles, chapters, documents, or plans cited above, including, but not limited to the County's EDDS (Engineering Design and Development Standards) adopted under Chapter 13.05 SCC.
- F. The Snohomish County Transportation Needs Report.

VII. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of the Open Public Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable laws and regulations. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

VIII. RELATIONSHIP TO FUTURE PLANNING AND RECIPROCAL IMPACT MITIGATION AGREEMENTS

Separate from this Agreement, the City and County understand that many multi-jurisdictional planning and growth management issues will need to be addressed as growth continues. Both parties also understand that joint planning agreements will be required to accomplish the planning and plan implementation requirements of the Growth Management Act of 1990 as amended. Such agreements may focus on particular issues and delineate specific responsibilities that are beyond the scope of this Agreement.

IX. DEVELOPMENT AND REVIEW OF MITIGATION POLICIES

The County and the City will periodically review their existing mitigation policies for consistency in the implementation of this Agreement, and will promptly notify the other in the event of any material change in such policies. In that event, the parties agree to amend this Agreement as appropriate.

X. EFFECTIVE DATE, DURATION, AMENDMENT AND TERMINATION

- A. This Agreement and any amendments shall take effect upon execution by the parties and posting of the Agreement on the County's website pursuant to RCW 39.34.040.
- B. This Agreement shall remain in effect for a period of six (6) years unless either amended, extended, or terminated as provided in this Section X, PROVIDED, that each party's obligations after December 31st for each calendar year in which this Agreement is effective is contingent upon local legislative appropriation of necessary funds in accordance with applicable laws.
- C. This Agreement may be amended upon mutual agreement of the parties. Any amendment shall become effective thirty (30) days following written amendment to the Agreement executed by both parties unless a different effective date is specified in the amendment. Any amendments of this Agreement shall be in writing and executed in the same manner as provided by law for the execution of this Agreement, PROVIDED, that except for either the County or City Development Traffic Percentage Influence Area Maps, amendment to Exhibits 1 or 2 shall be allowed administratively.
- D. This Agreement may be extended administratively by both parties for no more than two additional six (6) year terms upon mutual written notice of the parties provided in the form of an email or by the US Postal Service and that the parties agree to the extension prior to expiration of the Agreement.
- E. Either party may terminate its obligations under this Agreement upon advance written notice to the other. Any termination shall become effective ninety (90) days following receipt of the termination notice by the non-terminating party.
- F. Following any amendment or termination, the County and City are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination. The County and City agree to follow the terms of this Agreement for any County or City Developments submitted prior to the effective date of the amendment or termination.

XI. INDEMNIFICATION AND LIABILITY

- A. The City shall protect, save harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those claims or damages arising from any act or omission of the County, its elected and appointed officials, officers, employees or agents.
- B. The County shall protect, save harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever, arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those claims or damages arising from any act or omission of the City, its elected and appointed officials, officers, employees or agents.
- C. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's or the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the County and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

D. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or any failure by the City to comply with RCW 82.02.020 or RCW 82.02.070. The County shall hold the City harmless and defend at its expense any legal challenges to the County's requested mitigation and/or any failure by the County to comply with RCW 82.02.020 or RCW 82.02.070.

XII. COMPLIANCE WITH THE LAW

The County and the City shall comply with all applicable federal, state, and local laws in performing this Agreement.

XIII. EXERCISE OF RIGHTS OR REMEDIES

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

XIV. RECORDS

Both parties shall maintain adequate record to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this Agreement. This Agreement and all public records associated with this Agreement shall be retained and be available from both the City and the County for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

XV. SEVERABILITY

Should any clause, phrase, sentence, or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its application of those provisions not so declared shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the reciprocal mitigation of traffic impacts.

XVII. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

XVIII. AGREEMENT ADMINISTRATORS

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The changing of a parties Administrator shall not be considered an amendment to this Agreement. The parties' initial Administrators shall be the following individuals:

Gina Hortillosa, PE PMP
Director
Department of Public Works and
Development Services
15728 Main Street

Erik Olson
Transportation Specialist
Snohomish County Public Works
3000 Rockefeller Ave
Everett, WA 98201

Mill Creek, WA 98012
(425) 921-5708
ginah@cityofmillcreek.com

(425) 388-3488
erik.olson@snoco.org

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

Dated this _____ day of _____ 20__.

CITY OF MILL CREEK

SNOHOMISH COUNTY

BY:

BY:

Bob Stowe
Interim City Manager

Dave Somers
County Executive

Approved as to form:

Approved as to form:

City Attorney

Deputy Prosecuting Attorney for
Snohomish County

Exhibit 1

**The City of Mill Creek Traffic Mitigation Worksheet
for County Developments Impacting City Streets**

The City of Mill Creek (the "City"), through an interlocal agreement (ILA) with Snohomish County (the "County"), may request traffic mitigation measures from any new qualifying County Development that impacts City streets. The County will impose the requested mitigation measures to the extent the County determines that the mitigation is reasonably related to the impacts of the development.

To determine impacts and reasonable mitigation measures, the County requires a traffic study from any County Development subject to the ILA. This 'traffic study' may be as simple as completing Sections One and Two of the City traffic worksheet below, or having a professional traffic engineer conduct a formal traffic study to assess site specific issues consistent with the requirements in Section Three below. A County Development must pay traffic mitigation fees to the City based on either the "Area Averages" methodology or by determining the impacts to specific City cost fee basis projects using PM peak hour trip generation and distribution. (See Section III H in the ILA).

- A. Mitigation Payment Option A. If a County Development generates less than fifty (50) peak-hour trips and the applicant chooses to utilize the "Proportionate Share Determined by Percentage of City Impact Fee" for determining the mitigation payment, then the applicant will generally only have to fill out the first two sections of this traffic worksheet and complete a mitigation offer (see Section Two below).
- B. Mitigation Payment Option B. If a development generates fifty (50) or more peak-hour trips, or if the developer chooses to utilize the "Proportionate Share Impact Mitigation Based On Comprehensive Impact Analysis" for determining the mitigation payment, then the applicant will have to fill out Section One of this worksheet, complete a separate traffic study consistent with the requirements in Section Three, and complete a mitigation offer (see Section Three below).
- C. Submittal of Documents. Applicants should submit all documents to the County.
- D. Supplemental Information. Following review of the documents submitted, the City may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with the County/City ILA and the City's mitigation policies. The County may require the supplemental information to the extent that the County determines that it is necessary to determine the impacts of the development.
- E. Impacts on Access or Circulation. The City may request improvements to existing City streets to provide safe and efficient access and/or circulation. In some instances, the City might request provisions for future City streets identified in the Comprehensive Plan.
- F. Frontage Improvements, Right of Way, and Access Point Requirements. Any County development which takes access from a City street or fronts on a City right-of-way must provide appropriate analysis and documentation to enable the City and the County to determine what standards and requirements to apply.
- G. Traffic mitigation offer. The applicant shall complete a traffic mitigation offer to the City that summarizes the mitigation identified in the City traffic worksheet and any additional traffic impacts. See Section Five below.

Section One (1) Worksheet General Information

1. Name of Proposed County Development _____
2. County Project File Number (if known) _____

	APPLICANT	TRAFFIC CONSULTANT
	NAME	
	ADDRESS	
	CITY/ST/ZIP	
	PHONE #	
	EMAIL	

4. Development Site Address _____
5. Does development front on City street(s)? If yes, list street(s) _____
6. Description of Development (size and specific type) _____
7. ADT expected to be generated by the proposed development
 _____ AM Peak Hour _____ PM Peak Hour _____ Average Daily Trips (ADT)
 (Trip generation for complex developments may have to be determined per Section Three (3) below)
8. Proportionate Share Impact Mitigation: For determining the amount based on a:
 _____ County/City determined percentage go to Section 2(a).
 _____ Comprehensive traffic study go to Section Three (3).

Section Two (2) Proportionate Share Determined by Percentage of City Impact Fee

2(a) Calculation of Proportionate Share Average Percentage Payment Amount

- 1.1 Standard default percentage of trips impacting City streets as shown on the Development Traffic Percentage Influence Area Map in Section Six (6) below _____% **OR** 1.2 Estimated percentage of trips impacting City streets shown on attached trip distribution is _____%
2. PM Peak Hour Trip Generation: _____
3. City Impact Fee Rate* \$ _____
 (* Consistent with the ILA, County Developments pay the rate in effect at the time of their application is determined complete by the County. The City Council can change these rates at any time by Ordinance, so consult with the City to find the latest fee rates.)
4. Calculation of Proportionate Share Impact Mitigation Payment:

_____	X	_____	X	_____	=	\$ _____
% of trips (#1.1 or 1.2 above)		PM Peak- Hour Trips (#2 above)		Fee Rate (#3 above)		Proportionate Share Impact Mitigation Payment

2(b) Determining Whether Or Not An Additional Traffic Study Is Necessary

Will the County Development generate more than fifty (50) peak-hour trips *or* are there other impacts that need to be addressed, e.g., level of service, safety, or access and circulation?

_____ No. Skip Section Three (3) and go to Section Four (4).

_____ Yes. Read the introduction to Section Three (3) and skip to Section 3(b).

Section Three (3) Traffic Study Requirements

Introduction: This Section outlines the general traffic study requirements for a County Development impacting City streets. The City, through the County, may require the applicant provide additional traffic impact analysis for projects generating more than fifty (50) PM peak hour trips. If an applicant chooses (or is required) to complete a traffic study, then it shall be submitted along with this worksheet and a mitigation offer.

(Note on Author's Qualifications: A traffic study under this Section must be conducted by an engineer licensed to practice in the state of Washington with special training and experience in traffic engineering and, preferably, membership in the institute of transportation engineers. For individuals/firms not on the County's approved list, the developer will provide, with the traffic study, the credentials of the individual or firm performing the traffic study certifying compliance with these qualifications.)

3(a) Proportionate Share Impact Mitigation Based On Comprehensive Impact Analysis:

Percentages differing from those shown in the Traffic Percentage Influence Area Map in Section Six (6), based on the traffic study, may be considered for individual County Developments on a case-by-case basis. The provision for consideration of independent traffic studies is specified in the City's Transportation Impact Fee program (MCMC 17.045.006). If an applicant chooses to calculate the proportionate share based on a PM peak hour trip distribution then, they must estimate the percentage of trips entering the City from the distribution.

3(b) Trip Generation and AM and PM Peak Hour Trip Distribution and Assignment

Calculate AM, PM and Daily trip generation consistent with the ITE Trip Generation Handbook and the Snohomish County Public Works Rules. Determine the trip distribution and assignments consistent with the County's document titled "Format for Trip Distributions" (available at the County web site, see below).

1. The distributions will be carried out to each key intersection in the City at which the approach or departure volumes on any leg have three (3) or more new peak hour trips from the development. Get the most current list of key intersections from the City. Trips should be distributed onto the street system as it is expected to be in six years.
2. The distribution should be a schematic map showing the broad distributions of trips in terms of percentages on different streets. Show all City boundaries.
3. The assignment should be a schematic map with the impacted key intersections identified and turning movements for each shown in separate diagrams on the same page or on different pages. The assignment should also be presented in tabular form listing each intersection and the number of trips at each movement.

3(c) Additional Analysis

The City may request mitigation for impacts on the level of service of City streets, documented safety locations, frontage improvements and access or circulation. The traffic study requirements below are intended to disclose impacts. Based on this information, the City may request, through the County, that the applicant provide additional information showing possible mitigation measures. If any off-site improvements to City streets were needed for mitigation, the City would work with the applicant to determine requirements for right-of-way, construction plans, right-of-way use permits, construction/maintenance bonds, and other issues.

Impacts on Level of Service (LOS) of City Intersections for County Developments Generating More Than Fifty (50) Peak Hour Trips

Contact City of Mill Creek Public Works for the most current list of intersections with failing level of service. Identify any of these intersections impacted by fifty (50) or more directional peak-hour trips.

Impacts on City Identified, Documented, and Designated Safety Problem Locations

Contact the City of Mill Creek Public Works for a list of current identified, documented and designated safety problem locations. Identify any of these locations impacted by ten (10) or more peak-hour trips. Note: unlike LOS impacts in which at least fifty (50) or more peak hour trips have to be added in one direction to require disclosure (e.g., 50 westbound), for safety problem locations, any ten (10) peak hour trips added to a identified, documented and designated safety problem location is considered an impact for which disclosure is necessary. (e.g., 6 westbound plus 4 eastbound).

Impacts on Access or Circulation

The City may request improvements to existing City streets to provide safe and efficient access and/or circulation. In some instances, the City might request provisions for future City streets identified in the Comprehensive Plan. If so, the City will request specific additional information through the County.

Frontage Improvements, Right of Way, and Access Point Requirements

Any County Development which takes access from a City street or fronts on a City right-of-way may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with City standards. If this may be the case, provide appropriate analysis and documentation to enable a determination by the City and the County as to what standards and requirements to apply.

Section Four (4) Traffic Mitigation Offer to the City

The applicant shall complete a traffic mitigation offer to the City that summarizes the mitigation identified in the City traffic worksheet and any additional traffic study analysis. This will facilitate timely review of the development and processing the application. The form to use for the offer is titled "Traffic Mitigation Offer to a City". This form is typically provided to all applicants along with this traffic study checklist. In addition, copies are available from the City and County web sites shown in Section 5(a) & (b) below.

Section Five (5) City and County Contact Information

5(a) City Contact Information

Gina Hortillosa PE PMP
Director
Department of Public Works
and Development Services
15728 Main Street
Mill Creek, WA 98012
Direct (425) 921-
5708ginah@cityofmillcreek.com

For additional information use the following link
to access to the City's web site:
cityofmillcreek.com

5(b) County Contact information

PDS Traffic Reviewers 425-388-3311

Mark Brown, mark.brown@snoco.org
Chad Haubrich, chad.haubrich@snoco.org
David Irwin, david.irwin@snoco.org

DPW Traffic 425-388-3184

Elbert Esparza, elbert.esparza@snoco.org

County Web Site: www.snohomishcountywa.gov/888/Traffic-Mitigation-Concurrency

Section Six (6) County Development Traffic Percentage Influence Area Map

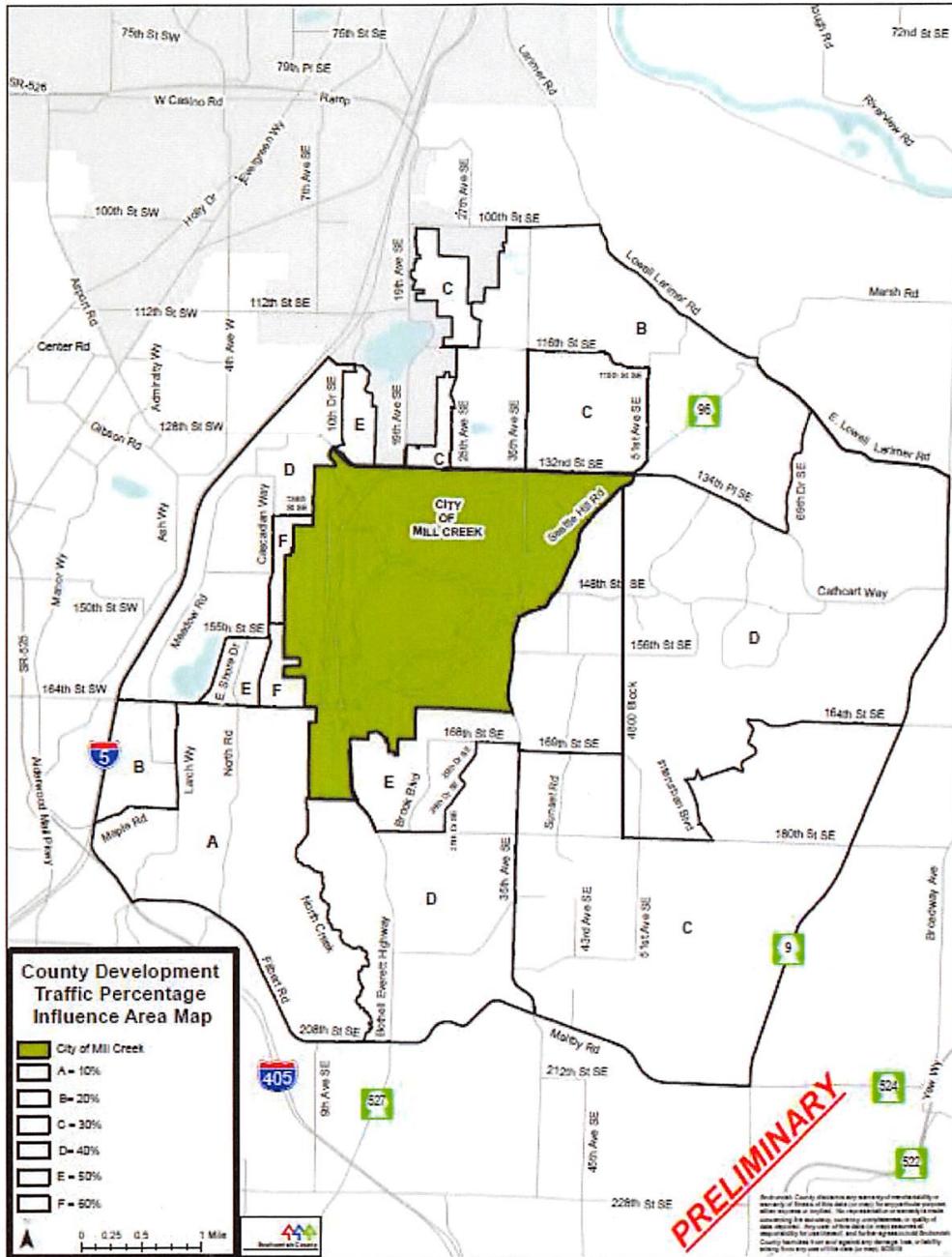


Exhibit 2**Snohomish County Traffic Worksheet and Traffic Study Requirements
for City Developments Impacting County Roads**

Snohomish County (the "County"), through an interlocal agreement (ILA) with the City of Bothell (the "City"), may request traffic mitigation measures from any new development in the City ("City Development") that impact County roads. The City will impose the requested mitigation measures to the extent the City determines that the mitigation is reasonably related to the impacts of the City Development.

To determine impacts and reasonable mitigation measures, the County requires a traffic study from any City Development subject to the ILA. This 'traffic study' may be as simple as completing Sections One and Two of the County traffic worksheet below, or having a professional traffic engineer conduct a formal traffic study to assess site specific issues consistent with the requirements in Section Three (3) below. A City Development must pay traffic mitigation fees to the County based on either the "Area Averages" methodology or by determining the impacts to specific County cost fee basis projects using average daily trip (ADT) generation and distribution. (See Section IV H in the ILA).

- A. Mitigation Payment Option A. If a City Development generates less than fifty (50) peak-hour trips and the applicant chooses to utilize the "Proportionate Share Determined by Percentage of County Impact Fee" for determining the mitigation payment, then the applicant will generally only have to fill out the first two sections of this traffic worksheet and complete a mitigation offer (see Section Two (2) below).
- B. Mitigation Payment Option B. If a City Development generates more than 50 PM peak - hour trips, or if the applicant chooses to utilize the "Proportionate Share Impact Mitigation Based On Comprehensive Impact Analysis" for determining the mitigation payment, then the applicant will have to fill out Section One (1) of this worksheet, complete a separate traffic study consistent with the requirements in Section Three, and complete a mitigation offer (see Section Three below).
- C. Submittal of Documents. Applicants should submit all documents to the City.
- D. Supplemental Information. Following review of the documents submitted, the County may request supplemental information and analysis as necessary to determine the impacts of the City Development in accordance with the City/County ILA and the County's mitigation policies. The City will require the supplemental information to the extent the County determines it is necessary to determine the impacts of the development.
- E. Impacts on Access or Circulation. The County may request improvements to existing County roads to provide safe and efficient access and/or circulation. In some instances, the County might request provisions for future County roads identified in the Comprehensive Plan.
- F. Frontage Improvements, Right of Way, and Access Point Requirements. Any City Development which takes access from a County road or fronts on a County right-of-way must provide appropriate analysis and documentation to enable the City and the County to determine what standards and requirements to apply.
- G. Traffic mitigation offer. The applicant shall complete a traffic mitigation offer to the County that summarizes the mitigation identified in the County traffic worksheet and any additional traffic impacts. See Section Four below.

Section One (1) Worksheet General Information

1. Name of Proposed City Development _____
2. City Development File Number (if known) _____
3.

APPLICANT	TRAFFIC CONSULTANT
-----------	--------------------

	NAME	
	ADDRESS	
	CITY/ST/ZIP	
	PHONE #	
	EMAIL	

4. City Development Site Address _____
5. Does the City Development front on County road(s)? If yes list road(s) _____
6. Description of City Development (size and specific type) _____
7. ADT expected to be generated by the proposed development
 _____ AM Peak Hour _____ PM Peak Hour _____ Average Daily Trips (ADT)
 (Trip generation for complex developments may have to be determined per Section Three (3) below)
8. Proportionate Share Impact Mitigation: For determining the amount based on a:
 _____ County/City determined percentage go to Section 2(a).
 _____ Comprehensive traffic study go to Section Three (3).

Section Two (2) Proportionate Share Determined by Percentage of County Impact Fee

2(a). Calculation of Payment Amount

1. Average percentage of trips impacting County roads is:
 _____ % for TSA D _____ % for TSA E _____ % for TSA F
 (Enter the Percentage (%) from the City Development Traffic Percentage Influence Area Map)
2. County Impact Fee Rate Per ADT*: TSA D \$ _____ TSA E \$ _____ TSA F \$ _____
 (* Consistent with the ILA, City Developments pay the County rate for the TSA's being impacted that are in effect at the time the City Development application is deemed complete by the City. The County Council can change these rates at any time by Ordinance, so consult with the County to find the latest fee rates.)
4. Calculation of Proportionate Share Impact Mitigation. The overall percentage impact is 70%, with the breakdown by TSA calculated by the following:

_____	X	_____	X	_____	=	\$ _____
% of trips (#1 above)		PM PHT (#2 above)		TSA D Rate (#3 above)		TSA D payment

% of trips (#1 above)	X	PM PHT (#2 above)	X	TSA E Rate (#3 above)	=	\$ TSA E payment
% of trips (#1 above)	X	PM PHT (#2 above)	X	TSA F Rate (#3 above)	=	\$ TSA F payment
Total Proportionate Share Mitigation Payment Due:						\$ _____

2(b). Determining If An Additional Traffic Study Is Required

Will the City Development generate more than fifty (50) peak-hour trips *or* are there other impacts that need to be addressed, e.g., level of service, safety, or access and circulation?

- No. Skip Section Three and go to Section Four.
- Yes. Read the introduction to Section Three and skip to Section 3(b).

Section Three (3) Traffic Study Requirements

Introduction: This Section outlines requirements for traffic studies for impacts on County roads. If an applicant chooses (or is required) to complete a traffic study, then it should be submitted along with this worksheet and a mitigation offer. For City Developments generating more than 50 PM peak hour trips see Section 3(c) below.

(Note on Author's Qualifications: A traffic study under this Section must be conducted by an engineer licensed to practice in the state of Washington with special training and experience in traffic engineering and, preferably, membership in the institute of transportation engineers. Individuals or firms not on the County's approved list shall, with the traffic study, provide the County the credentials of the individual or firm performing the traffic study certifying compliance with these qualifications.)

3(a). Proportionate Share Impact Mitigation Based On Comprehensive Traffic Study

1. Development's Trip Generation and Distribution. Determine the PM peak-hour trip generation and distribution for the development consistent with Section 3(b) below.
2. Impacted Improvements. Determine which of the road sections with planned improvements in the County's impact fee cost basis (Transportation Needs Report Appendix D) are impacted by three or more development-generated Directional Peak Hour Trips in the developments PM peak hour (PM PHT).
3. Current Counts. For each impacted improvement, provide current traffic counts to determine the PM PHT.
4. Reserve Capacity. Determine "reserve capacity" for each impacted improvement by subtracting the current PM PHT from the maximum service volume (MSV) for the existing facility. Reserve capacity is set to zero if current PM PHT exceeds the MSV. For MSVs see County DPW Rule 4224.
5. New Capacity. New capacity is the incremental increase in PHT that could be accommodated with the planned improvement. Determine the new capacity of each impacted improvement by subtracting the current MSV from the future MSV after the improvement.

6. **Chargeable Capacity.** For each impacted improvement, add the reserve capacity to the new capacity.
7. **Final Adjusted Cost.** Find the cost of each impacted improvement and make any adjustments used by the County for tax credits (see Transportation Needs Report Appendix D).
8. **Capacity Cost per Peak-Hour Trip.** For each impacted improvement, determine the capacity cost per PM PHT by dividing the final adjusted improvement cost by the chargeable capacity.
9. **Traffic Impacts.** From step one above, take the *total* number of PM PHT (in both directions) impacting each planned improvement.
10. **Proportionate Share.** For each impacted improvement, determine the proportionate share impact mitigation by multiplying the capacity cost per peak-hour trip by the number of PM PHT impacting the improvement.

3(b) Trip Generation and AM and PM Peak Hour Trip Distribution and Assignment

Calculate the City Developments AM, PM and Daily trip generation consistent with the ITE Trip Generation Handbook and Snohomish County Public Works Rule 4220.070. Determine the trip distribution and assignments consistent with the County's document titled "Format for Trip Distributions" available at the County web site identified in the section below titled "Additional Information".

1. The City Developments distributions will be carried out to each key County intersection at which the approach or departure volumes on any leg have three (3) or less peak hour trips. Trips should be distributed onto the County road system as it is expected to be in six years. You may obtain the most current list of key intersections on the County web site identified in Section 5(a) below.
2. The distribution should be a schematic map showing the broad distributions of trips in terms of percentages on different roads. Show all City boundaries.
3. The assignment should be a schematic map with the impacted key intersections identified by ID# and turning movements for each shown in separate diagrams on the same page or on different pages. The assignment should also be presented in tabular form listing each intersection by the intersection ID#, and the number of trips at each movement.

3(c). Additional Analysis for City Developments Generating More Than Fifty (50) Peak Hour Trips

For City Developments generating more than 50 peak-hour trips the County requires a future level of service forecast to analyze the City Developments impacts on the level of service of County roads. Contact a PDS Traffic Development Reviewer for the most current list of arterial units in arrears and critical arterial units. Identify any arterial units in arrears or critical arterial units impacted by three or more directional peak-hour trips.

3(d) Additional Analysis for Documented Safety Locations and Access or Circulation

The County may also request any City Development provide additional analysis on either documented safety locations or impacts on access or circulation. If so, the County will request specific additional information through the City.

1. Documented safety locations are defined by the County as either an "Inadequate Road Conditions (IRC)" or "Deficient Road Condition (DRC)" or as amended. Unlike LOS

impacts any three peak hour trips added to documented safety locations are considered an impact for which disclosure is necessary (e.g., 2 westbound plus 1 eastbound).

- 2. Access or circulation. The County may request improvements to existing County roads to provide safe and efficient access and/or circulation. In some instances, the County may request provisions for future County roads identified in the Comprehensive Plan or in Small Area Transportation Studies.

If any off-site improvements are needed for mitigation the County will work with the applicant to determine requirements for right-of-way, construction plans, right-of-way use permits, construction/maintenance bonds, and other issues.

Section Four (4) Traffic Mitigation Offer to the County

The applicant should complete a traffic mitigation offer to the County that summarizes the mitigation identified in the County traffic worksheet and any additional traffic study analysis. This will facilitate timely review of the development and processing the application. The form to use for the offer is titled "Traffic Mitigation Offer to Snohomish County". This form is typically provided to all applicants along with this traffic study checklist. In addition, copies are available from the County contacts or on the County's web site shown in Section Five below.

Section Five (5) County and City Contact Information

5(a) County Contact information

PDS Traffic Reviewers 425-388-3311

Mark Brown, mark.brown@snoco.org

Chad Haubrich, chad.haubrich@snoco.org

David Irwin, david.irwin@snoco.org

DPW Traffic 425-388-3184

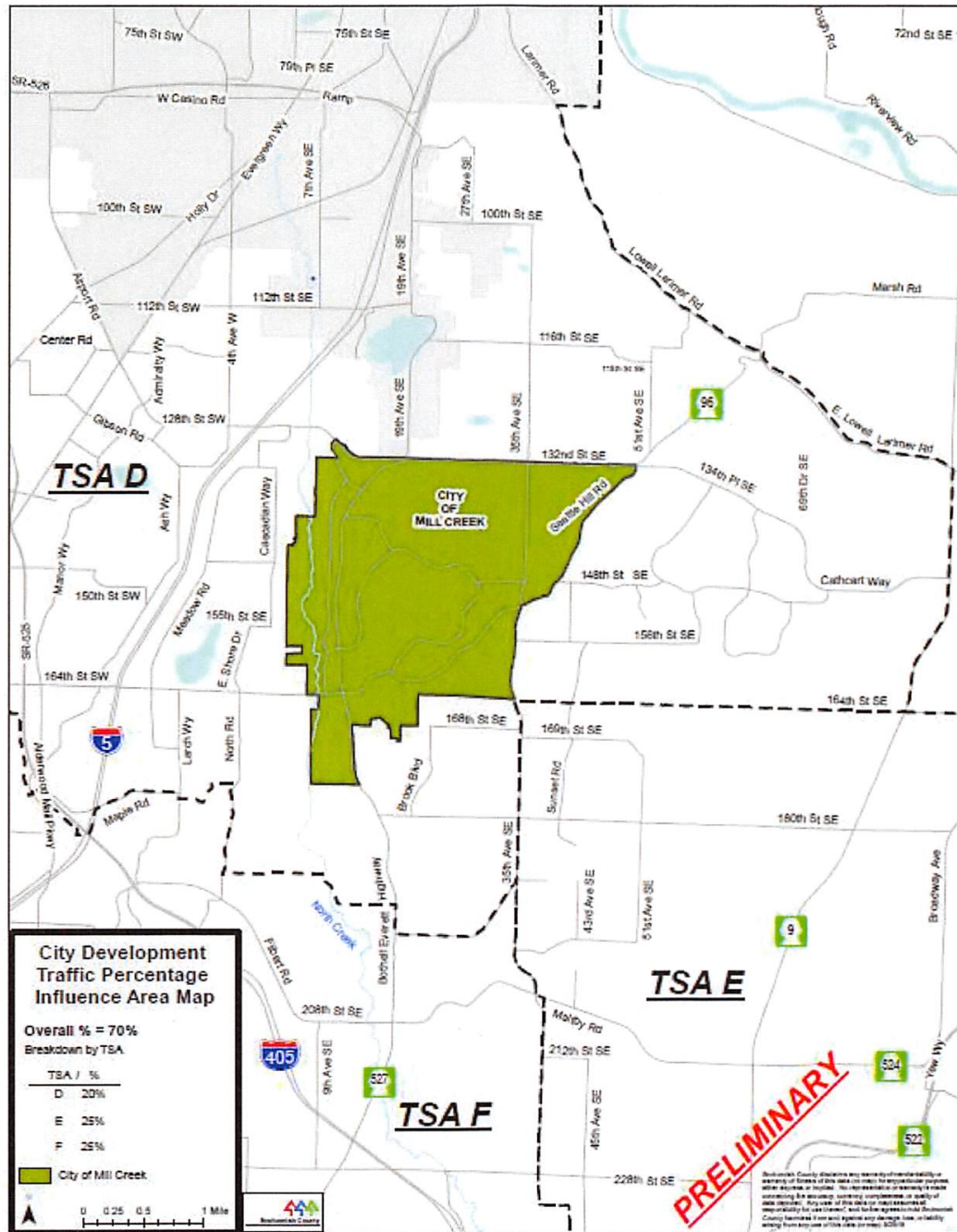
Elbert Esparza, elbert.esparza@snoco.org

County Web Site www.snohomishcountywa.gov/888/Traffic-Mitigation-Concurrency

5(b) City Contact information

<p>Gina Hortillosa PE PMP Director Director of Public Works and Development Services 15728 Main Street Mill Creek, WA 98012 Direct (425) 921-5708 ginah@cityofmillcreek.com</p>	<p>For additional information use the following link to access to the City's web site: cityofmillcreek.com</p>
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Section Six (6) City Development Traffic Percentage Influence Area Map





Agenda Item # F
Meeting Date: October 9, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: EXECUTIVE SEARCH FIRM REQUEST FOR PROPOSAL

ACTION REQUESTED:

Authorize the issuance of an Executive Search Firm Request for Proposal for City Manager Recruitment.

KEY FACTS AND INFORMATION SUMMARY:

As part of Council's future decision to select a new City Manager, a Request for Proposal (RFP) (Exhibit A) has been developed to solicit and select a qualified executive search firm.

The City is not required to publish an RFP for these services and individual firms could simply be contacted via phone call or other method to request a proposal. The value of the RFP is that it clearly communicates the City's interest and the criteria it will use when selecting a firm, allowing for a consistent method of comparing each proposal. Furthermore, no additional time would be required with this approach as the RFP will be sent to identified firms that are known to have recently conducted public executive searches in Washington State. The RFP notice will also be published for others to respond as well.

Attached as Exhibit B is the estimated time frame for the search, selection, and start date for a new City Manager (between 22 and 28 weeks). Exhibit C lists the executive search firms that are known to have recently conducted public executive searches in Washington State.

Executive search firm costs will likely range between \$20,000 to \$30,000. All RFP responses will be provided to Council along with the Interim City Manager's recommendation of the preferred firm. Council would then authorize the Interim City Manager to execute an agreement with the selected firm. Individual interviews could also be held with semi-finalist firms if desired.

CITY MANAGER RECOMMENDATION:

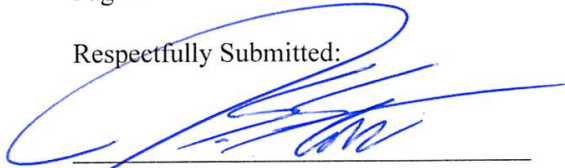
Authorize the issuance of an Executive Search Firm Request for Proposal for City Manager Recruitment.

ATTACHMENTS:

- Exhibit A: Request for Proposal
- Exhibit B: Anticipated Schedule
- Exhibit C: Executive Search Firms

City Council Agenda Summary
Page 2

Respectfully Submitted:



Robert S. Stowe
Interim City Manager

Request for Proposal
Executive Search Firm
For City Manager
Candidate Search



Deliver in Mail/Person:

15728 Main Street
Attention: Bob Stowe, Interim City Manager
Mill Creek, WA 98021

Executive Search Firm – Request For Proposal Candidate Search City of Mill Creek City Manager

About the City

Incorporated in 1983, the City of Mill Creek is located in Snohomish County, Washington, and is home to more than 20,000 people. Mill Creek is a physically active community with 10 attractive neighborhood and community parks, more than 23 miles of nature trails, and recreational facilities that support diverse recreational opportunities. A vibrant, safe and friendly community, Mill Creek is a great destination for shopping and gathering. The award-winning Mill Creek Town Center and other business developments feature many fine retail shops and restaurants. Mill Creek offers an exceptional community experience, where natural beauty is preserved, neighborhoods flourish, businesses thrive and recreational opportunities abound.

What the City is Seeking

The City of Mill Creek (City) is requesting proposals from skilled independent executive search consultants to assist the City with conducting a search that will lead to the selection of a new City Manager.

The City Council is very supportive of the Council-Manager form of government despite multiple City Managers over the last decade that have not been successful long-term (3 plus years). The City is looking for a search firm that is capable of showcasing the community's unique amenities, quality of life, and professional organization to attract a seasoned manager with demonstrated experience and success in leadership and management. The desired City Manager should be someone that works, leads, and manages in a collaborative manner and can work with Council, staff, and stakeholders to establish a vision, identify strategic goals and execute actions in an efficient fashion. The City needs a leader with the highest ethical standards and integrity to restore public confidence and create organizational stability for the City.

Interim City Manager Bob Stowe will be assisting the successful firm to identify and evaluate potential candidates. Bob was the City Manager for Mill Creek from 1995 to 2005 and now has his own consulting company focused on

economic development strategies and will be serving in the role of Interim City Manager until the position is filled.

Schedule

The City intends to follow a selection timetable that should result in the selection of a firm and award of a consultant contract by November 6. The City is interested in an expedited yet thorough recruitment process.

The City is interested in completing the search and selection process for the new City Manager as soon as practical.

Desired Services

The applying firm or individual will collaborate with the City Council to carry out a national search which may include, but is not limited to:

1. Meet with the City Council (as a body) and Interim City Manager to discuss process, recruitment strategy and answer questions about the process.
2. Design a robust public participation process for Council approval so that residents and employees can provide their comments and thoughts about attributes they want in the City Manager.
3. Meet publicly with the City Council as necessary to facilitate the development of an appropriate candidate profile and list of priorities for the new City Manager.
4. Develop a position profile, and all recruiting material in conjunction with the City Council and Interim City Manager and other key individuals and sources selected by the City, that addresses the specific leadership qualities, duties, responsibilities, operational issues, education and training, personal characteristics and traits, and other factors that are relevant to the position.
5. Conduct all recruiting efforts for the position including targeting mailings, selected advertising, networking and direct inquiries and use of consultant's knowledge of potential candidates.
6. Answer questions from candidates and collect application materials.

7. Review all application materials received, comparing them to the candidate profile and perform screening interviews as needed.
8. Assist the Interim City Manager in screening the initial pool of applicants to 8-15 semifinalists. Conduct and/or assist in conducting preliminary interviews.
9. Work with the City Council and Interim City Manager to select 4-6 finalists; prepare a summary report on all finalists; determine and prepare appropriate interview/selection process for Council, staff and the community to conduct in-depth interviews of each finalist; and participate and manage all interviews and community sessions with the assistance of the Interim City Manager.
10. Conduct detailed background investigations, and verify references and credentials of finalists. Prepare a detailed report on each finalist.
11. Assist the City Council and all stakeholders in the selection process.
12. Assist in the negotiation of an employment agreement with the final candidate, as directed by the City Council and coordinated with the Interim City Manager and City Attorney.

Guarantee

The consultant must continue to provide the services above until a City Manager is appointed, or until the contract is cancelled by the City. In addition, should the newly appointed City Manager be terminated for cause or resign within eighteen (18) months, the consultant must conduct a replacement search at no charge.

Terms and Conditions

- A. The City reserves the right at its sole discretion to reject all submittals received without penalty and not to issue a contract as a result of this request for proposal. The City also reserves the right at its sole discretion to waive minor administrative irregularities contained in any submittal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any party submitting proposals.

- C. The City reserves the right to award any contract to the next most qualified consultant that responds to this request for proposal, if the successful consultant does not execute a contract within five (5) days after the award.
- D. Any proposals may be withdrawn until the date set forth below as the deadline for accepting proposals. Any proposals not so timely withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days—or until one or more of the proposals have been approved and agreement executed by the City whichever occurs first.
- E. The City is not responsible for any costs incurred by a consultant in preparing, submitting or presenting its proposal. Additionally, if an oral presentation is required to supplement and/or clarify a proposal for the City, such presentation expenses shall be borne by the consultant.
- F. The contract resulting from acceptance of proposal by the City must be in a form approved by the City and must reflect the specification in this request for proposal. The City reserves the right to reject any proposed agreement or contract that does not conform to the specification contained in this proposal, and which is not approved as to form by the City Attorney.
- G. The consultant will be required to assume responsibility for all services offered in the proposal, whether or not directly performed by the consultant. Further, the consultant will be the sole point of contact for the City with regard to contractual matters, including payment of any and all charges resulting from the contract.
- H. The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the consultant can propose. The consultant shall specifically stipulate the proposal is predicated upon acceptance of all terms and conditions of the request for proposal.
- I. The consultant must comply with and perform the services in accordance with all applicable federal, state and local laws.
- J. During the term of service to the City, the consultant must have professional liability coverage with combined single limits of liability of not less than one million (\$1,000,000), and provide a certificate evidencing

such insurance and naming the City as additional insured as per contracting standards.

Compensation

- A. Fees and Expenses. The successful consultant will be paid based upon a lump sum fee, plus expenses. Reimbursable expenses may include travel, advertising, long distance phone charges, printing, postage and other direct expenses in compliance with established procedures and approved by the designated representative of the City.
- B. Method of Payment. Payment by the City for executive search services may be submitted by invoice on a monthly basis. The invoice should specifically describe the services performed, and the name(s) of the personnel performing such services. The City will make a payment on a monthly basis, thirty (30) days after receipt of the invoice.
- C. Taxes. The consultant will be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the delivery of services to the City.

Instructions for Proposers

Proposers are asked to respond to the following items in the sequence presented:

- 1. Qualifications. Describe the background, public sector experience, and executive search capabilities of your firm. Please give specific information regarding your qualifications to conduct City Manager searches for entities similar to the City of Mill Creek or larger. Describe in what ways have members of your firm developed personal contacts with potential candidates for this position.
- 2. Scope of Services. Provide a scope of services and a proposed outline of tasks, products, and recruitment schedule. Major proposed deviations from the desired scope of services outlined in this request for proposal should be clearly noted.
- 3. Consulting Staff. Provide the name of the individual responsible for the recruitment including subcontractors, the percentage of the time said individual will allocate to the recruitment, and the specific experience of the individual relative to the recruitment. Describe how many successful searches the consulting staff has conducted within the last two years.

Identify how many other executive searches the responsible person currently is involved in.

4. References. Provide a list of a minimum of five (5) clients who can verify your firm's ability to provide the scope of services requested, include a brief description of the work along with contract award and completion dates for each recruitment. For each reference, include the name(s), telephone number(s) and email address(es) of the client's project manager.
5. Cost. Provide a cost proposal that includes a lump sum fee and estimate of detailed expenses.
6. Approach. Provide a general description, based on experience, as to how the firm would approach the process, including methodology and estimated timelines, and how they would involve stakeholders and work together with the City towards final appointment of the successful candidate. Identify how the firm will ensure that the City receives prompt and timely attention throughout this process.
7. Sample Materials. Please provide 3-5 recent samples of recruiting specifications, community/agency profiles, recruitment brochures, invitee letters, announcements, and so forth from your firm.
8. Submission of Proposals & Questions. Proposals must be received by the City by **October 26, 2018**. Respondents shall submit proposals and clarifying questions regarding this RFP to the Interim City Manager at Bobs@cityofmillcreek.com.

Selection Criteria

Each proposal will be independently evaluated on the following criteria:

- A. Consultant Experience/Qualifications. Experience in providing services similar to those requested and having obtained favorable outcomes ("Favorable outcomes" should be measured in terms of number of City Managers placed, length of service of City Managers placed and level of satisfaction with those City Managers).
- B. Cost. Total estimated fees and expenses for the services broken down by task. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the firm submitting the lowest cost proposal. The City's intent is to award the contract to the firm whose

proposal is deemed to offer the best overall value and fit to the needs of the organization.

- C. Dependability. Ability and commitment to complete the work within the required time frame and proposed cost as evidenced by documentation provided through references.
- D. Sample Materials. Quality and quantity of recruiting specifications, community/agency profiles, recruitment brochures, invitee letters and announcements provided.
- E. References. Quality and quantity of client references provided. Evaluation of past recruitments as stated by references in the proposal and of relevance of past experience as reported in this submission.
- F. Quality of Response. The overall quality of the response, conformance to format, approach, and its responsiveness to this request for proposal.

General Information

The City is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, gender identity, the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person, or for any other unlawful reason.

All responses/submittals and evaluation materials become the City's property and may be reviewed by appointment by anyone requesting to do so at the conclusion of the RFP process - This process is concluded when a signed contract is completed between City and the selected firm.

The Washington State Public Records Act (Chapter 42.56 RCW) ("PRA") requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the PRA and are otherwise privileged.

If a respondent considers any portion of his/her submittal to be protected from disclosure under the PRA, the respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The respondent shall also use the descriptions above in the following table to identify the affected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the City will notify the respondent of the

request and allow the respondent ten (10) calendar days to take whatever action it deems necessary to protect its interests, including seeking injunctive relief under the PRA. If the respondent fails or neglects to take such action within said period, the City will release the portion of the submittal deemed subject to disclosure. By submitting a proposal, the respondent assents to the procedure outlined in this paragraph and shall have no claim against the City on account of actions taken under such procedure.

Type of Exemption	Beginning Page	Ending Page/location

Exhibit B

City Manager Recruitment Anticipated Schedule

RFP Issued	Upon authorization
Proposals Due	3 weeks
PSA Execution by ICM	1-2 days
Position Profile/Recruitment Materials	3 weeks
Recruitment & Open Recruitment	6-8 weeks (until sufficient number of applicants are achieved)
Preliminary Interviews (First round)	2 weeks
Formal Council/Community/Staff Interviews)	2 weeks
Extensive back ground on Finalist(s)	2 weeks
Offer and Agreement Negotiation	2 weeks
On-site CM Begins	2 weeks to 6 weeks
Total Time:	22 to 28 weeks

Exhibit C

Executive Search Firms:

Colin Baenziger & Associates – FL

Bob Murray & Associates – CA

The Prothman Company – WA

Karras Consulting - WA

Waldron – WA

Peckham & Mckenney – CA

Terri Black & Company - CA

Slavin Management Consulting – GA

Mercer Group - GA



Agenda Item # G
Meeting Date: **October 9, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: APPOINTMENTS TO THE DESIGN REVIEW BOARD

PROPOSED MOTION:

Motion to appoint two volunteers to serve a three-year term on the Design Review Board.

KEY FACTS AND INFORMATION SUMMARY:

Two positions on the Design Review Board expired on August 30, 2018. Staff conducted a recruitment process that included the following:

- The notice was posted on the bulletin boards at City Hall and at the Library.
- A press release was sent to the local newspapers.
- The notice was also posted on the City's website.
- The notice was sent out through the "Notify Me" feature on the City's website, where people interested in serving on the Design Review Board have signed-up to receive notice when a vacancy occurs.
- The City's social media outlets were utilized to advertise the vacancies.

Three applicants applied for the two vacancies on the Design Review Board. Interviews were held on Tuesday, September 11, 2018 and Tuesday, October 9, 2018. The Interview Committee is comprised of Mayor Pro Tem Holtzclaw, Councilmember Steckler and Councilmember Todd.

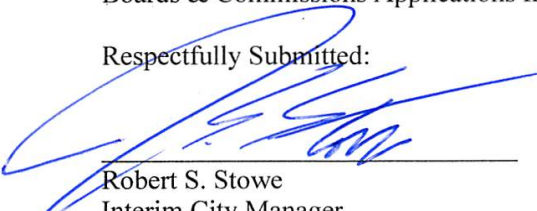
CITY MANAGER RECOMMENDATION:

N/A

ATTACHMENTS:

Boards & Commissions Applications from: Dave Gunter, Beverly Tiedje, and Kenneth Lowery.

Respectfully Submitted:



Robert S. Stowe
Interim City Manager



**City of Mill Creek
Boards & Commissions Application**

Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

Application

If you are interested in serving on the Arts and Beautification Board, Parks & Recreation Board, Design Review Board, Planning Commission or Civil Service Commission, please complete this application and submit it to the City Clerk at cityclerk@cityofmillcreek.com, or by mail at:

City of Mill Creek
Attn: City Clerk
15728 Main Street
Mill Creek, WA 98012

Please fill out the following information:

First Name: David Last Name: Gunter

Address: 2431 137th Place SE City: Mill Creek Zip: 98012

Email: dave@apexmediaseattle.com Phone: 425. 232. 4388

Please complete each of the following questions:

1. What board or commission would you like to be considered for?
City of Mill Creek Design Review Board.

2. Why are you interested in serving on a board or commission?
I am currently the Chairman of the Design Review Board. I have served in this capacity since 2004, and wish to continue serving the City of Mill Creek on the Design Review Board.

3. Please explain your professional background and list any professional licenses, registrations or certificates held.

I have a Bachelor's Degree in Design, Commercial Art and Marketing from Mississippi State University, and many years of design experience working for various design, advertising, and promotion firms in California and Washington. I have been the Creative Director for Apex Media & Marketing, a local advertising agency, since 2007. We have many Puget Sound area clients, including Mill Creek Law, The Lodge Sports Grille and Azteca Mexican Restaurant in Mill Creek. Our services include brand development, design, media buying, TV, radio, web advertising and social media.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

Growth, traffic, parking and road maintenance are immediate concerns, as well as overcrowded schools. Maintaining the character and standard of living in Mill Creek are also important, as it continues to grow, and the demographic of its citizens change as more young professionals and young families move into this area from Seattle and elsewhere.

5. What do you see as the City's best asset to bring visitors and new residents to the City?

Mill Creek has great neighborhoods to raise families and an active Town Center that serves as the social core of the city. Town Center can be a great draw to bring visitors to our city. As a person with a career in advertising and marketing, I think Mill Creek should continue to market itself as much as possible, and in different ways, to those around us in other cities. I meet folks every week from Everett, Lynnwood and other nearby towns and cities that don't even know that Mill Creek has a Town Center with stores and good restaurants.

6. Please list any other comments that would help the City Council evaluate your skills for this position.

The Design Review Board has always provided me with an excellent way to serve the city I live in, utilizing my expertise in design. As a person with a long career in design, marketing and branding, I think my best contribution to the Design Review Board has always been to be the person between the architects and landscape architects, with an eye for what will work best for business, marketing and corporate branding. You can have a great looking building design, but it might not work so well for the businesses going into them. I think I have always added that perspective. We want the best looking city possible, but we also want businesses to want to come here.



**City of Mill Creek
Boards & Commissions Application**

Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

Application

If you are interested in serving on the Arts and Beautification Board, Parks & Recreation Board, Design Review Board, Planning Commission or Civil Service Commission, please complete this application and submit it to the City Clerk at cityclerk@cityofmillcreek.com, or by mail at:

City of Mill Creek
Attn: City Clerk
15728 Main Street
Mill Creek, WA 98012

Please fill out the following information:

First Name: Beverly Last Name: Tiedje

Address: 2131 163rd St. SE City: Mill Creek Zip: 98012

Email: bstiedje@earthlink.net Phone: 425-316-6984

Please complete each of the following questions:

1. What board or commission would you like to be considered for?

Design Review Board

2. Why are you interested in serving on a board or commission?

I am currently completing my second term on the board and have enjoyed the opportunity to assist in review of applications to the city to help ensure they meet city standards for development and offer suggestions as appropriate.

Tiedje Page 12

- 3. Please explain your professional background and list any professional licenses, registrations or certificates held.**

I am a retired architect, first licensed by the State of Washington Board of Registration for Architects in 1992. I received my board certification from NCARB (National Council of Architectural Registration Boards) in 1995 and went on to receive subsequent state licenses in Oregon and Arizona.

I was a member of the AIA (American Institute of Architects) throughout my working career, and a LEED (Leadership in Energy and Environmental Design) Certified Practitioner.

- 4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?**

The city faces a real population explosion, which places ever increasing demands on our infrastructure.

- 5. What do you see as the City's best asset to bring visitors and new residents to the City?**

The attention the city pays to its parks, trails like the North Creek Trail, and recreational activities are real assets.

Encouragement given to businesses to locate here is also an asset, such as the Arena Sports facility and the new Sprouts Farmer's Market that will be opening soon.

- 6. Please list any other comments that would help the City Council evaluate your skills for this position.**

I have lived in Mill Creek for the last 22 years and have watched it grow and change. I would like to continue with whatever help I can offer for another term.



City of Mill Creek
Boards & Commissions Application

Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

Application

If you are interested in serving on the Arts and Beautification Board, Parks & Recreation Board, Design Review Board, Planning Commission or Civil Service Commission, please complete this application and submit it to the City Clerk at cityclerk@cityofmillcreek.com, or by mail at:

City of Mill Creek
Attn: City Clerk
15728 Main Street
Mill Creek, WA 98012

Please fill out the following information:

First Name: Kenneth Last Name: Lowery

Address: 2926 151st Pl SE City: Mill Creek Zip: 98012

Email: ken.lowery75@gmail.com Phone: 425.760.6343

Please complete each of the following questions:

1. What board or commission would you like to be considered for?

Design Review Board

2. Why are you interested in serving on a board or commission?

As a practicing architect and resident of Mill Creek, I am always interested in the development and growth of the area. I feel with my background expertise I will be able to provide the proper insight and feedback from the community and development of Mill Creek.

Lowery Page 12

3. Please explain your professional background and list any professional licenses, registrations or certificates held.

I currently hold an active architectural license in Washington State, as well as 8 other states. My current professional role is the design manager for an architectural team where I oversee all projects, schedule, design and quality assurance. In addition to my architectural registration, I am also LEED certified in Building Design and Construction.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

With the apparent growth and development in new residential construction, and with the overcrowded schools, the biggest concern will be enough planned resources for the area due to more people and businesses relocating to the area. Traffic is a concern already which means more parking requirements at new developments and buildings.

5. What do you see as the City's best asset to bring visitors and new residents to the City?

The close community of its residents was a big influence for my decision to move here 4 years ago (relocated from the east coast). In addition, the growth in business in Bothell, Lynnwood and Everett will influence where people want to live in proximity to where they work. Mill Creek's location provides an easy hub for commuters. In addition to ease of access, certain amenities like good schools, parks, restaurants provide residents with lots of choices.

6. Please list any other comments that would help the City Council evaluate your skills for this position.

As part of my role as an architect, I am responsible for providing presentations of designs to multiple review boards depending on the jurisdiction. I am skilled and knowledgeable of building and life safety codes. In addition, I have technical expertise in construction as well as building materials.

Being a resident of Mill Creek, I am conscientious of the development and progress of the area and only want to see the area thrive more. I am available for the entire duration of this position and look forward to having further dialogues with the Council.

Thank you for your consideration. I look forward to hearing back.

Regards,

Ken Lowery AIA, NCARB, LEED AP BD+C
Principal, Design Manager



Agenda Item # H
Meeting Date: October 9, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: CAPITAL IMPROVEMENT PLAN STUDY SESSION

PROPOSED MOTION:

N/A

KEY FACTS AND INFORMATION SUMMARY:

Overview - During the Study Session, staff will present the City's proposed 2019-2024 Capital Improvement Plan (CIP). This comprehensive CIP includes projects and funding that will have a positive and lasting impact for the Mill Creek community for decades to come. Some of the key projects within the CIP include:

- Mill Creek Sports Park Turf & Light Replacement
- Pavement Preservation (Increased funding)
- Planning/Vision Process for Mill Creek Boulevard
- East Gateway Urban Village "Spine Road" Studies and Evaluation
- Surface Water Aging Infrastructure Program

Overall, the CIP represents 27 projects/programs totaling \$19,005,140 in capital investment by the City over the next six years. The CIP also identifies other projects that do not currently have a secured funding source amounting to 10 projects and a cost of \$40,175,000.

This plan is a living document, highly dependent on the present economic conditions and is subject to changes. Capital projects can impact future operating budgets either positively or negatively due to an increase or decrease in staffing, maintenance costs, or by providing capacity for new programs or services.

The first two years of the adopted CIP will be incorporated into the City's 2019-2020 Biennial Budget.

Community Input - Despite a compressed CIP development timeframe, community engagement played a role in identifying and prioritizing projects. Community outreach included:

- Park and Recreation Board
- Art and Beautification Board
- Neighborhood Focus Group
- HOA and Community Association Meetings
- Senior Center Focus Group
- *City Connection* readership

City Council Agenda Summary
Page 2

- Party in the Parks events
- Press release to local media for news articles, resulting in media coverage
- Social media audiences

Based on feedback collected to date, people identified the top priority areas as follows:

Focus Area	Lower Score = Highest Priority
Traffic Improvements	3.1
Enhanced Police Patrol	3.5
Road Maintenance	3.6
Infrastructure	3.8
Park and Trail Maintenance	4.0
Rec Programming	5.9
Community Events	6.0
Code Enforcement	6.2
Domestic Services	7.6

**Results based on 56 survey responses.*

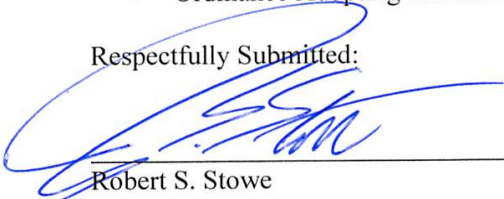
CITY MANAGER RECOMMENDATION:

Following Council discussion and deliberation, adopt the proposed CIP Ordinance at the October 23, 2018 meeting.

ATTACHMENTS:

- 2019-2024 Capital Improvement Plan
- Ordinance Adopting the 2019-2024 CIP

Respectfully Submitted:



Robert S. Stowe
Interim City Manager



Capital Improvement Plan 2019-2024



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City Manager Letter

October 9, 2018

Honorable Mayor and Councilmembers
City of Mill Creek

SUBJECT: Proposed 2019-2024 Capital Improvement Plan

I am pleased to present the City's proposed 2019-2024 Capital Improvement Plan (CIP). This comprehensive CIP includes projects and funding that will have a positive and lasting impact for the Mill Creek community for decades to come. Some of the key projects within the CIP include:

- Mill Creek Sports Park Turf & Light Replacement
- Pavement Preservation (increased funding)
- Planning/Vision Process for Mill Creek Boulevard
- East Gateway Urban Village "Spine Road" Studies and Evaluation
- Surface Water Aging Infrastructure Program

This plan is a living document, highly dependent on the present economic conditions and is subject to changes. Capital projects can impact future operating budgets either positively or negatively due to an increase or decrease in staffing, maintenance costs, or by providing capacity for new programs or services.

There are a number of proposed policies that are included in this CIP that provide guidance for not just the next six-year term but future CIPs planning horizons. The key policy changes in this year's CIP include the following:

- A. This CIP focuses on those projects that have secured funding or a high degree of confidence that funding will be obtained. This allows the City to provide a realistic plan for funding the City's most important capital investments wisely and most efficiently. There is also value in listing those capital projects within a CIP that are not fully funded and may at this time be a lower priority or considered aspirational. These projects that don't have a secured funding source have been identified in a separate part of the CIP.
- B. Another new proposed policy change is the transfer of a portion of the City's General Fund Reserve above an amount which is needed to respond to economic fluctuations, cash flow needs, and catastrophic events. The City's adopted policy is to maintain a General Fund Operating Reserve equal to at least 15% of the total General Fund budgeted revenue. The CIP proposes that 33% of all reserve funds anticipated at the end of 2018 above the General Fund Reserve minimum be transferred to the CIP for capital project investment. The rationale for this transfer is to better align and allocate previous tax payer dollars or one-time funds associated with



development toward a capital project providing community benefits to those who paid for the benefits within a reasonable time frame. This one-time transfer is \$829,703. With this transfer, the General Fund Reserve is projected to be 21% of general fund budgeted revenue.

- C. The City’s current policy is to transfer one time revenues into the CIP on an annual basis. One-time revenues are those which are not expected to reoccur, such as development related revenues (e.g., construction sales tax and permit fees). To implement this policy and transfer, management will analyze funds that are one time for inclusion in the CIP, recognizing that the City receives a base and recurring amount of development related revenues that should be excluded from any transfer. This transfer shall be further contingent on the City maintaining a 15% committed General Fund operating reserve. The City will be transferring \$400,000 as one-time revenue in the proposed CIP.
- D. The CIP includes the creation of an “Opportunity Fund.” A minimum of 10% of projected revenues from Real Estate Excise Tax (REET) should be designated as an Opportunity Fund to be used to support Transportation, Parks and Trails, and City Facilities and Equipment. REET revenue receipts fluctuate from year to year. Although staff projects revenues realistically, it is prudent to establish an adequate reserve as Opportunity Funds and not allocate these revenues until the funds are actually received. Only at Council discretion can these funds be appropriated toward currently unidentified projects or increases in planned projects.

- E. Projects included within the CIP require expenditure of public funds over and above routine operating expenses and are defined as new, replacement of, or improvements to infrastructure (e.g., buildings, roads, parks, etc.) that have a minimum life expectancy of five years and a minimum cost of \$25,000. Previously, projects of \$5,000 or more were included in the CIP.

The CIP continues to incorporate the following fundamental elements:

- Consideration of community needs
- Availability of sufficient revenue
- Coordination of projects and project timelines
- Availability of sufficient staff and expertise to manage projects
- Maximization and leveraging of City revenues
- Adherence to sound financial strategies.

Accomplishment of a community vision requires community input, along with the professional expertise and steadfast contribution of City staff and the Mill Creek leadership. We believe this Capital Improvement Plan will pave the way for a positive and lasting influence on the City and surrounding area.

Respectfully submitted,

Robert S. Stowe
Interim City Manager



Ordinance Adopting the CIP

ORDINANCE NO. 2018- _____

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING A REVISED AND UPDATED 6-YEAR CAPITAL IMPROVEMENT PLAN FOR YEARS 2019-2024 IN ACCORDANCE WITH THE CITY'S BIENNIAL BUDGET PROCESS, COMPREHENSIVE PLAN, AND GROWTH MANAGEMENT ACT.

WHEREAS, the City of Mill Creek utilizes a biennial budget system and will be adopting such budget with accompanying appropriations in 2018 for years 2019-2020; and

WHEREAS, in conjunction therewith the City routinely updates, revises, and adopts its 6-year capital improvement plan as required by the Growth Management Act and the City's Comprehensive Plan; and

WHEREAS, the City routinely adopts a capital improvement plan with a 6-year or longer planning horizon; and

WHEREAS, the City has updated and revised its annual 6-year capital improvement plan, attached hereto as **Exhibit A** (2019-2024 CIP), which includes specifically achievable and realistic capital projects with identified funding levels and sources consistent with revenue forecasts and anticipated budget appropriations; and

WHEREAS, the City plans to concurrently amend the capital facilities and transportation elements of its Comprehensive Plan in 2019 to complete the process of fully coordinating and integrating the capital improvement plan and the capital facilities and transportation elements; and

WHEREAS, the City Council finds that the 2019-2024 CIP meets the intent of the Growth Management Act;

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

Section 1. The City Council adopts the foregoing recitals as findings in support of the 2019-2024 Capital Improvement Plan.

Section 2. The 2019-2024 Capital Improvement Plan for the City of Mill Creek, attached hereto as **Exhibit A**, is adopted to take effect on January 1, 2019.

Section 3. The 2019-2024 Capital Improvement Plan is further adopted as the financing plan for the City's capital facility and transportation elements of the Mill Creek Comprehensive Plan.

Section 4. A summary of this ordinance, consisting of its title, shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.



Passed in open meeting this _____ day of October, 2018 by a vote of ____ for, ____ against, and ____ abstaining.

APPROVED:

ATTEST/AUTHENTICATED:

MAYOR PAM PRUITT

ACTING CITY CLERK GINA PFISTER

APPROVED AS TO FORM:

CITY ATTORNEY SCOTT MISSALL

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____



Executive Summary

Viable communities depend on good infrastructure planning and financing. Only with well thought out capital facilities plans are governments able to effectively and realistically provide for growth and a high quality of life.

The Capital Improvement Plan (CIP) is part of the state's Growth Management Act (GMA) requirement for cities and counties to approve and maintain a comprehensive plan that includes a capital facilities element consisting of an inventory of existing capital facilities, a forecast of future needs for facilities, a six-year plan for financing such facilities, and reassessment of the land use elements.

A CIP is an important tool for planning and managing the City's growth and development. This starts with developing a long-term financial forecast, identifying infrastructure improvements and development opportunities, and creating a vision for Mill Creek's future in light of Snohomish County's extraordinary growth.

Capital improvements are major projects requiring the expenditure of public funds over and above routine operating expenses. A capital project is defined as new, replacement of, or improvements to infrastructure (e.g., buildings, roads, parks) that has a minimum life

expectancy of five years and a minimum cost of \$25,000.

Many of these projects have long-term implications: they will have impacts on the operating budget or they are interconnected with other projects planned in the City. For planning purposes, it is necessary to discuss and consider projects and their operational and funding impacts in the context of more than one year. A long-term outlook provides an idea of what infrastructure needs may exist in the near future.

Such a CIP requires great forethought. As the City matures, its infrastructure is beginning to age and needs repairs and/or replacement. Other projects include system improvements or capacity-increasing projects.

If Council and staff anticipate that certain projects will be necessary in the coming years, they can begin planning and budgeting for them now, rather than being caught by surprise when the project is desperately needed and there is limited time to consider options.

The CIP presents a schedule of major capital improvements that are planned within the next six year period. Project design, land acquisition, and construction costs as well as the projected means of financing these costs are an integral component of this plan.





The GMA also requires that when making land-use designations, the City consider services and facilities provided to residents and businesses in our urban growth area. It is the responsibility of the City to monitor the status of development, population projections, and employment in the City in relation to facility needs.

An annual review and update of the CIP, which contains a list of adopted capital projects including costs and projected revenues, allows us to review, plan and coordinate in relation to land-use activities, and ensure facilities are available when needed. Staff has evaluated the City's land-use designations and has structured the capital projects recommended in the CIP to meet the anticipated development needs.

Policies

A number of new and existing important policies provide guidance for the CIP that are included below.

New Policies

- **Secured Funding.** This CIP focuses on those projects that have secured funding or a high degree of confidence that funding will be obtained. This allows the City to provide a realistic plan for funding the City's most important capital investments wisely and most efficiently. Additional projects that don't have a secured funding source have been identified in a separate part of the CIP.
- **CIP Transfer.** Transfer of a portion of the City's General Fund Reserve above an amount which is needed to respond to economic fluctuations, cash flow needs, and catastrophic events. The City's adopted policy is to maintain a General Fund Operating Reserve equal to at least 15% of the total General Fund budgeted revenue. The CIP proposes that 33% of all reserve funds anticipated at the end of 2018 above the General Fund Reserve minimum be transferred to the CIP for capital project investment.
- **Opportunity Fund.** The CIP includes the creation of an "Opportunity Fund." A minimum of 10% of projected revenues from Real Estate Excise Tax (REET) should be designated as an Opportunity Fund to be used to support Transportation, Parks and Trails, and City Facilities and Equipment. REET



revenue receipts fluctuate from year to year. Although staff projects revenues realistically, it is prudent to establish an adequate reserve as Opportunity Funds and not allocate these revenues until the funds are actually received. Only at Council discretion can these funds be appropriated toward currently unidentified projects or increases in planned projects.

Existing Policies

- The City will make all capital improvements in accordance with an adopted CIP.
- The City will develop a multi-year plan for capital improvements and update it each biennium.
- The City will enact a biennium capital budget based on the multi-year CIP. Future capital expenditures necessitated by changes in population, real estate development or economic base will be calculated and included in the capital budget projections.
- The City will coordinate development of the capital improvements budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
- The City will use intergovernmental assistance to finance those capital improvements that are consistent with the CIP and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.



- The City will maintain all its assets at a level adequate to protect its capital investment and to minimize future maintenance and replacement costs.
- The City will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to the City Council for approval.
- The City will determine the least costly financing method for all new projects.



Evaluation Criteria

The following criteria are used when evaluating and prioritizing capital projects. Projects are grouped by type (e.g., transportation projects, park and trail projects). The projects are then evaluated against both primary and secondary criteria to determine priority.

Primary Criteria

- The project prevents or eliminates a public hazard.
- The project eliminates existing capacity deficits.
- The project is requested by City ordinance, other laws or federal/state agencies.
- The project is essential to maintain current service levels affecting public health, safety and welfare.
- The project is financially feasible, meaning there is a funding source available and a verifiable cost estimate is provided.

Secondary Criteria

- The project is necessary to maintain current nonessential service levels.
- The project accommodates the public facility demands and vocational needs of redevelopment based on projected growth patterns.
- The project provides for special needs or enhances facilities/services.
- The project furthers the objectives of the City Council and Administration.



Outcomes of the Previous CIP

CIP Accomplishments in 2017-2018 Biennium

The City successfully implemented several CIP projects in the 2017-2018 biennium. These include:

- Citywide Computer Workstation Replacement, which replaced approximately 60 computer workstations and associated monitors.
- Data Backup System Replacement, which provided a current generation solution that better protects the City's data in the event of a hardware failure or catastrophic event.
- Server Room Update/Remodel, which was scaled back from the original plan to only include an updated fire suppression system due to the high cost.
- Security Information & Event Management Tool, which is software used to collect security and event logs from various IT devices to provide required auditing, alerting and reporting.
- Bridge Load Rating analysis, which evaluated the load-carrying capacity of the four City-owned bridges over 20 feet in length.
- Seattle Hill Road Widening with Snohomish County, which was completed in August 2018. This project widened the road to three lanes with bike lanes, curb and sidewalk, street lights and drainage facilities between 132nd Street SE and 35th Avenue SE.



- Police/Engineering Total Station, which is comprehensive equipment to be used for collision, crime scene and engineering purposes; the City has purchased this equipment and it should be delivered by early 2019.
- City Hall North HVAC Control System, which replaced the control system and several heat pumps.
- Chipper purchase, which replaced the previous wood chipper used by the Public Works maintenance crew.
- Sweetwater Ranch emergency surface water repair project.



Continuing Projects

In addition to the projects funded as part of the 2019-2024 CIP, there are a number of active projects that are currently funded and underway that were approved as part of a prior CIP process.

These continuing projects and amounts previously allocated include:

- Gateway Improvement, which will update and unify the City's brand while providing vibrant, visually appealing gateway entry features for the City.
- 35th Avenue Reconstruction project, for which construction began in June 2018 and which is anticipated to be completed in winter 2019.
- Citywide Traffic Signal Updates, which includes installing new pedestrian pushbutton systems and conflict monitors.
- Seattle Hill Road Preservation project to repave Mill Creek Road and Seattle Hill Road between Village Green Drive and 35th Avenue SE. We have obtained Federal grant funds, which are obligated and available for construction in 2019.
- Exploration Park (previously called North Pointe Park) Design and Construction documents. The project was designed, but was deferred due to the high cost of the initial bids. It is slated to continue in the next biennium.
- Mill Creek Sports Park Turf & Light Replacement, which is currently underway and anticipated to be



completed in winter 2019. Construction was delayed to accommodate user schedules during high-use periods.

- Public Works Shop project. To carefully ensure this shop aligns with the City's long-term needs, the City will undertake a study to identify best options for a future Public Works Shop.
- City Hall North Roof and Seismic Retrofit project needs additional research to determine full need. It is incorporated into the 2019-2024 budget. Additional structural design needs to be conducted.



Projects Removed from the CIP

Projects in the previous CIP, but not included in the 2019-2024 CIP include:

- Mobile Device Data Management and Encryption project. The mobile device data management portion of the project was completed, but not the encryption piece due to time constraints. This project will continue in the next biennium and has been budgeted in the General Fund.
- City Hall Campus Wireless Access project. The City Manager reprioritized this project to begin in 2018; it will be completed in 2019 as an operating expense.
- Mill Creek Fire Station project, which was the option to purchase the Fire Station pursuant to Section 8.3.3 of the original agreement. This option was not executed due to the successful new contract agreement with Snohomish County Fire 7 for EMS and fire services.
- 164th Street Corridor Adaptive Signal System is partially completed. The adaptive signal on SR 527 was done in anticipation of Community Transit’s Green Line. Two other adaptive signals are slated to be completed in the next 2019-2024 CIP: one at the intersection of 164th Street SE and Mill Creek Blvd; and one at the intersection of Mill Creek Blvd and Main Street. The City has an ILA with the County; its contribution to the ILA is less than \$25,000 and Snohomish County is the lead on the project.



- Cougar Park, Phase 2. This project was not completed. It is currently not in the comprehensive plan and not in the 2019-2024 CIP.
- Armory Parts Washer. The Police Department was able to acquire a parts washer at zero cost from another jurisdiction’s surplus inventory. Therefore, this item was removed from the CIP.
- The purchase of four vehicles/accessories was removed from the CIP, as they fall under the Equipment Replacement Fund. This includes a dump trailer, right of way inspector vehicle, maintenance crew vehicle, and flatbed truck.



Grants

The City received millions of dollars in grants for projects included in the previous CIP. Following is a list of grants that were awarded to the City in the past two years:

For the 35th Avenue Reconstruction Project

- State Grants: \$5,250,000
- Snohomish County Small Projects Partnership Grant: \$50,000

Mill Creek Sports Park Refurbishment

- State Recreation Conservation Office Grant: \$250,000
- Snohomish County Grant: \$100,000

Stormwater CIP

- Washington State Department of Ecology Grant: \$50,000

Grants received for work in the previous biennium totaled \$5,700,000.



Development of the 2019-2024 CIP

New Project Identification

In preparation for the 2019-2024 CIP development process, staff identified continuing projects and solicited new project ideas from the community through the following outreach opportunities:

- Park and Recreation Board
- Art and Beautification Board
- Neighborhood Focus Group
- HOA and Community Association Meetings
- Senior Center Focus Group
- *City Connection* readership
- Press release to local media for news articles
- Social media audiences
- City's Web-based Citizen Response Tool (AKA Request Tracker)

City staff then reviewed and prioritized ideas to develop the Capital Improvement Plan. In addition to the primary and secondary criteria used in evaluating proposed projects, staff applied the following:

- Alignment with the overall Comprehensive Plan.
- Available funding (including estimated funding) during the six years (e.g., grant or match), extra funding.
- Alignment with City Goals.
- Public support.

- Extent of Service, such as how many people will benefit or how many residents will be inconvenienced/harmed because the project has not been done.

The 2019-2024 Capital Improvement Plan includes 27 funded projects for a total of \$19,005,140. This is the same number of projects as the previous CIP, but with a larger programmatic focus (e.g., pavement preservation) instead of one-off projects. This results in an increased cost of \$9,077,108 (91.4%) over the previous CIP.

Key factors driving this increase are as follows.

- Inflation
- Market Conditions (e.g., bidding market)
- In the previous CIP, there was design work for projects that would be constructed in the 2019-2024 CIP; construction costs are much higher than design.
- The Surface Water Program is new and has significant infrastructure repair or replacement costs.
- The Pavement Preservation and Rehabilitation Program relaunches a program that was not included in the previous CIP.

The CIP worksheets in this plan identify project descriptions, how the project aligns with City priorities, provides a justification for the project, and identifies previous and continuing expenditures, anticipated maintenance and operations impacts, and revenue sources.

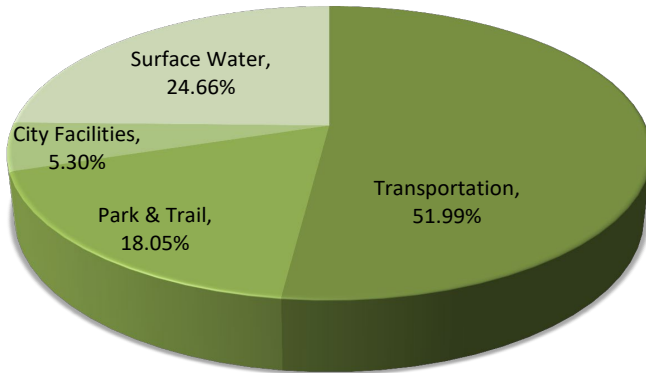


CIP Project Categories

The CIP projects are organized into four categories:

- Transportation projects, which include improvements to streets, intersections, pedestrian safety, public transit and non-motorized facilities.
- Park and Trail projects, which include park and recreational facilities and open space lands.
- City Facilities projects, which include improvements of general government facilities, and property construction and renovation.
- Surface Water projects, which provide infrastructure rehabilitation and replacement, as well as surface water treatment.

This structure assists City staff with tracking and managing projects by funding source and function. The chart below shows the relative size of the project categories in the 2019-2024 CIP.



Grant Funding for New Projects

Grant funding has been received or is anticipated for the new projects identified for the 2019-2024 CIP.

- *Seattle Hill Road Pavement Preservation*
Federal Grant: \$720,000
- *35th Avenue SE Pavement Preservation*
Federal Grant: \$504,208
- *132nd Street SE Mid-Block Crossing Improvements (HAWK)*
State Grant: \$675,000
- *Exploration Park*
Snohomish County Grant: \$100,000
- *Public Works Shop*
State Grant: \$250,000
(The City is requesting an extension on this grant)

These grants total \$2,249,208 in funding that otherwise would have to come from City funds.



Financial Element of the CIP



Fiscal Analysis

Analyzing and projecting City revenues over a six-year period is accomplished through a comprehensive examination of historical revenue trends, studying regional economic indicators, and having a strong understanding of the City's fiscal position and planned growth. It is also important to have sound knowledge of which revenue streams are fairly reliable and which experience large fluctuations, such as those derived from permit and mitigation fees.

Funding sources along with the assumptions used to build potential financing scenarios are described below.

General Fund Reserve Transfer

Under the City's General Fund Reserve policy, the City must maintain a General Fund Reserve balance of 15% of total General Fund revenue, which is \$4,251,750 based on 2019-2020 revenue.

The estimated balance as of the end of 2020 is \$6,766,000 or 24% of revenues. In light of the high balance, as well as the City infrastructure repair and replacement needs identified in the 2019-2024 CIP, it is proposed that 33% of all reserve funds anticipated at the end of 2020 *above* the General Fund Reserve minimum of 15% be transferred to the CIP for capital project investment. This is a one-time transfer of \$829,703 into the CIP from the General Fund.

The General Fund Reserve balance following this one-time General Fund Reserve Transfer and the One-Time Revenue Transfer (see below), will be \$5,936,298 or 21% of General Fund revenue.

One-Time Revenue Transfers

The City's current policy is to transfer one-time revenues into the CIP on an annual basis. One-time revenues are those which are not expected to reoccur, such as development related revenues (e.g., construction sales tax and permit fees). In 2018, the one-time revenue transfer is \$400,000.

Capital Projects Funds

These funds account for financial resources related capital projects. Capital improvements are major projects requiring the expenditure of public funds over and above routine operating expenses. A capital project is defined as new, replacement of, or improvements to infrastructure (e.g., buildings, roads, parks) that has a minimum life expectancy of five years and a minimum cost of \$25,000.

- **Real Estate Excise Tax (REET):** This tax is levied on all sales of real estate. There are two pieces REET1 and REET2; both halves (.25% each) can be used only for capital projects as defined in RCW 82.46.010 (REET1) and 82.46.035 (REET2). Use is restricted to the Capital Improvement Plan projects.



- **Capital Improvement Fund:** This fund is for capital improvement projects not funded elsewhere in the budget. This is the “savings” account for capital projects as identified in the Capital Improvement Plan. REET funds are moved into this fund. Capital improvement costs may include acquisition, development, engineering, architectural, or other related costs.
- **Park Improvement Fund:** Park mitigation fees are one-time charges assessed by local governments against a new development project to help pay for new or expanded public facilities that will directly address the increased demand created by that development.
- **Road Improvement Fund:** This fund contains monies dedicated for the improvement of roads, bridges and sidewalks. Typical projects include road and intersection improvements; pavement preservation on arterial streets and highways; pedestrian and bicycle access improvements and bridges. Revenue may come from mitigation fees paid by developers. These fees support the cost of new infrastructure needed to support increased capacity created by the new growth and development. Other projects mentioned above may be supported by REET or the General Fund.

Special Revenue Funds

- **Municipal Art Fund:** This fund was created in order to fund the selection, acquisition and/or installation of works of art in accordance with MCMC 3.28.010. In the 2019-2024 CIP, the applicable projects from which 1% shall be transferred into the Municipal Art Fund include Exploration Park, park restroom/picnic shelter room replacement, City Hall North roof and seismic retrofit, and City Hall North HVAC. The projects have a combined total of \$2 million, providing for a \$20,000 revenue transfer into the Municipal Art Fund.



Proprietary Funds

More than anything, proprietary funds operate like a business. They pertain to providing goods or services to the general public. It covers the services which are important but not essential to the way a government runs. Proprietary funds include:

- **Surface Water Utility:** This is an enterprise fund for the operation and capital improvement projects of the surface water utility. It is a self-supporting government fund that provides goods and services to the public for a fee – in this instance surface water services. Revenue comes from user fees billed to all properties in the City based upon equivalent residential units. Reserves in this fund can only be spent for surface water purposes. A rate study currently is underway and new rates will be proposed for 2019-2020 and beyond.

Bonds

Bond revenue is available to finance capital projects through two sources: general obligation bonds and revenue bonds. General obligation bonds are backed by the value of the property within the jurisdiction and require a scheduled repayment of the debt. General obligation bonds are either non-voted (Councilmanic) or voter-approved.

Under Washington State law, general government debt is restricted to 2.5% of a jurisdiction's taxable assessed value of property for general purpose bonds. In 2018, this equates to nearly \$103 million. Of this amount, \$62 million may be in the form of Councilmanic bonds.

Councilmanic bonds are authorized by the jurisdiction's legislative body without the need for voter approval. Principal and interest payments come from general government revenues, without an increase in taxes; for instance, REET revenue can be designated to pay for a Councilmanic bond. Voter- approved bonds on the other hand produce "new monies" by increasing the property tax rate proportionate to the annual debt service on the bond.

Public Works Trust Fund Loans

State of Washington's Public Works Board provides low interest loans (0.5% to 2.55%) to local governments to finance public infrastructure improvements. These loans are provided under the Public Works Trust Fund Program and offer lower than market rates payable over periods ranging to a maximum of 20 years.

Grants

The City earnestly seeks federal, state and local grant opportunities to help finance City projects. Historically, the City has been very successful obtaining grants, especially for transportation projects. The grant funding included in the Plan has either been approved by the grantor or has successfully and routinely been obtained by the City for like projects in the past.

Other revenue sources include a variety of known or reasonably expected one-time funding sources, such as contributions by others. The City often partners with other jurisdictions such as Snohomish County, Community Transit and other entities to fund projects that benefit the citizens of Mill Creek. As shown previously, grant funding secured for projects in the 2019-2024 CIP totals \$2,249,208. This is 12.7% of the total amount projected during the CIP period.



Fund Balances

Year-End Fund Balance*	2018	2019	2020	2021	2022	2023	2024
Park & Trails	\$ 13,000	\$ 3,000	\$ 7,000	\$ 11,000	\$ 15,000	\$ 19,000	\$ 23,000
REET	\$ 4,397,969	\$ 2,276,469	\$ 1,416,469	\$ 990,677	\$ 670,677	\$ 20,677	\$ (260,823)
Opportunity Funds*	\$ 240,000	\$ 315,000	\$ 390,000	\$ 440,000	\$ 490,000	\$ 540,000	\$ 590,000
Municipal Arts*	\$ 37,000	\$ 49,500	\$ 31,500	\$ 31,500	\$ 32,000	\$ 32,000	\$ 32,000
City Hall North	\$ 525,000	\$ 525,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
CIP	\$ 1,402,940	\$ 1,400,900	\$ 1,228,000	\$ 1,070,300	\$ 230,300	\$ 369,100	\$ 200,600
Park Improvement	\$ 2,990,200	\$ 1,889,000	\$ 1,902,800	\$ 1,916,700	\$ 1,930,600	\$ 1,944,400	\$ 1,958,300
Road Improvement	\$ 2,218,000	\$ 1,822,000	\$ 2,999,000	\$ 3,024,000	\$ 3,049,000	\$ 3,074,000	\$ 3,099,000
Surface Water*	\$ 470,000	\$ (467,500)	\$ (1,217,500)	\$ (1,967,500)	\$ (2,717,500)	\$ (3,467,500)	\$ (4,217,500)

***Notes:**

- Year-End Fund Balances**

Balances 12/31 of the year noted. The balances reflect annual revenues and deduct expenses reflected in the 2019-2024 CIP.

- Opportunity Fund**

As noted in the City Manager Letter, the CIP includes the creation of an Opportunity Fund, which this year includes 10% of projected revenues from REET. This amount at the end of 2018 is \$240,000. Ending fund balance for subsequent years are projected. It is anticipated that this Opportunity Fund will be used to address a shortfall in REET in the 2019-2024 CIP period.

- Municipal Arts Fund**

In accordance with Mill Creek Municipal Code, 1% of applicable municipal construction projects paid for wholly or in part by the City have been added to the Municipal Arts Fund. The year-end balance in 2018 is \$37,000.

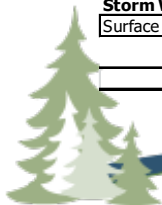
- Surface Water Utility**

As identified on page 59, a rate study currently is underway for the Surface Water Utility and new rates will be proposed prior to the adoption of the City's 2019-2020 Budget. Until such rate has been approved, this fiscal analysis does not incorporate any change to the rate and therefore demonstrates a significant budget shortfall.

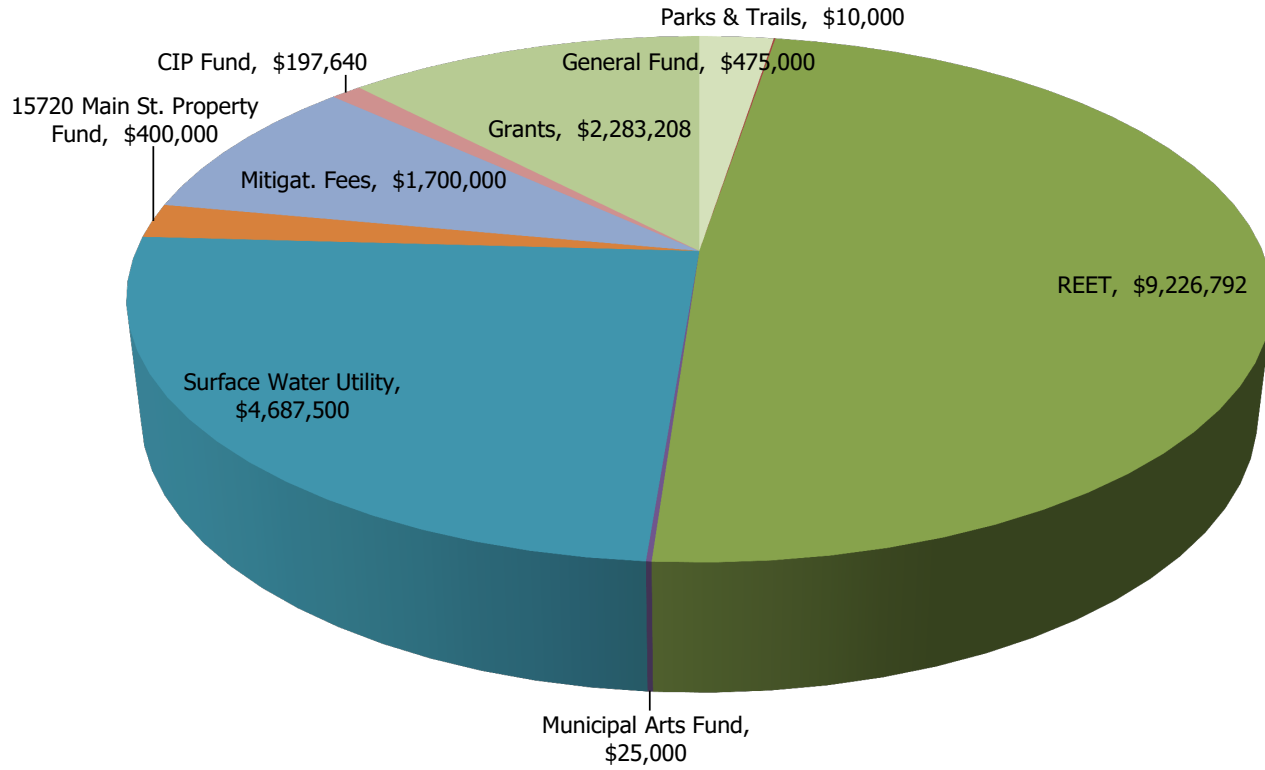


Projects by Funding Source

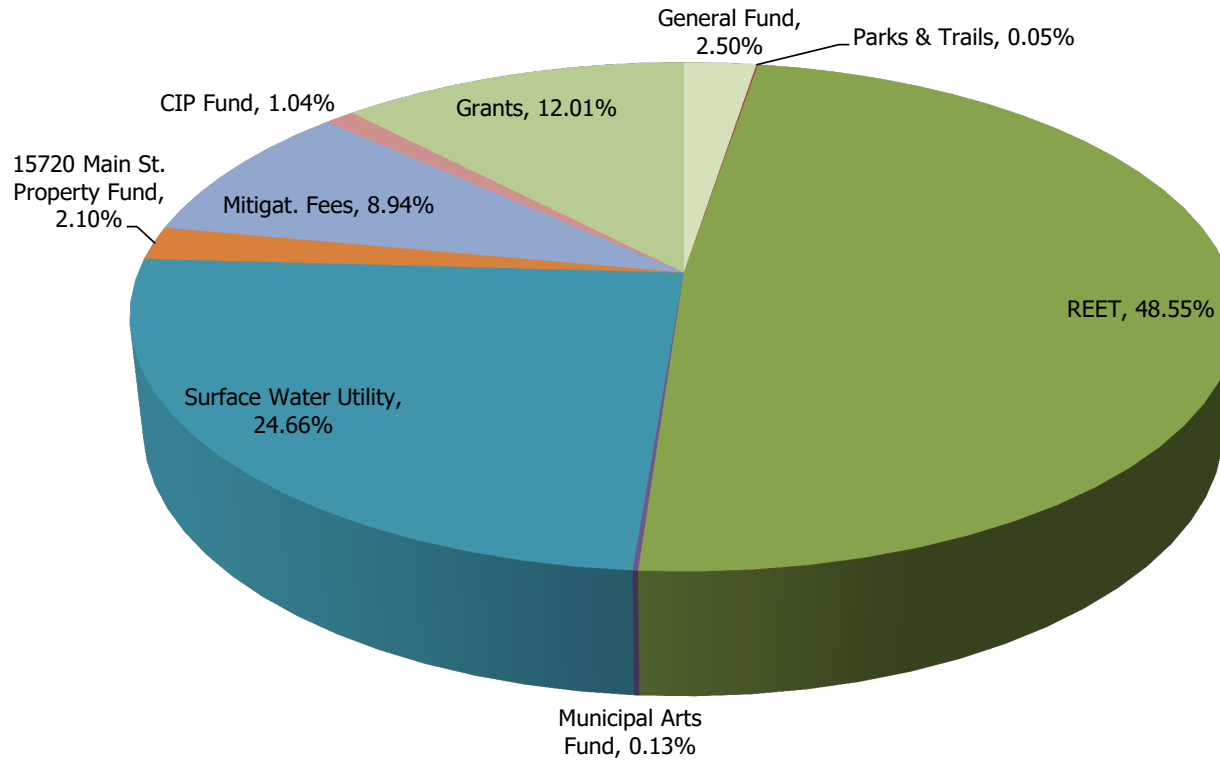
Project Name	General Fund	Parks & Trails	REET	Municipal Arts Fund	Surface Water Utility	15720 Main St. Property Fund	Mitigat. Fees	CIP Fund	Grants
Transportation Projects									
35th Ave. SE Reconstruction Project			\$ 350,000						
Seattle Hill Road Pavement Preservation			\$ 1,030,000						\$ 720,000
35th Avenue SE Pavement Preservation			\$ 645,792						\$ 504,208
132nd Street SE Mid-Block Crossing Improvements (HAWK)			\$ 75,000						\$ 675,000
Street Pavement Marking Program			\$ 700,000						
Mill Creek Boulevard Corridor Improvements Study			\$ 250,000						
Concrete Sidewalk Replacement Program			\$ 580,000						
Pavement Preservation and Rehabilitation Program			\$ 3,100,000						
Citywide Traffic Signal Upgrades			\$ 75,000						
Bridge Monitoring & Improvement Program			\$ 600,000						
EGUV "Spine Road" West Connection (Phase 1)							\$ 500,000		
Traffic Safety and Calming Program			\$ 75,000						
Transportation Project Totals	\$ -	\$ -	\$ 7,480,792	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 1,899,208
Parks and Trail Projects									
Exploration Park							\$ 1,200,000		\$ 100,000
Mill Creek Sports Park Turf & Light Replacement			\$ 816,000						\$ 284,000
Heron Park Playarea Upgrades			\$ 410,000						
Silver Crest Park Upgrade			\$ 350,000						
Parks Restroom/Picnic Shelter Roof Replacement	\$ 100,000								
Trail Preservation Program		\$ 10,000	\$ 85,000						
North Creek Trail Study	\$ 75,000								
Park and Trail Project Totals	\$ 175,000	\$ 10,000	\$ 1,661,000	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ 384,000
City Facilities Projects									
City Hall North HVAC						\$ 100,000			
Public Works Workshop Value Engineering Study								\$ 50,000	
Entryway ADA Upgrades for City Hall and Library								\$ 40,000	
Emergency Operations Center								\$ 59,640	
Gateway and Presence Improvement			\$ 85,000					\$ 48,000	
Historical Preservation Project				\$ 25,000					
City Hall North Roof and Seismic Retrofit	\$ 300,000					\$ 300,000			
City Facilities Project Totals	\$ 300,000	\$ -	\$ 85,000	\$ 25,000	\$ -	\$ 400,000	\$ -	\$ 197,640	\$ -
Storm Water Management Projects									
Surface Water Aging Infrastructure Program					\$ 4,687,500				
Surface Water Project Totals	\$ -	\$ -	\$ -	\$ -	\$ 4,687,500	\$ -	\$ -	\$ -	\$ -
Funded CIP Totals All Project Categories	\$ 475,000	\$ 10,000	\$ 9,226,792	\$ 25,000	\$ 4,687,500	\$ 400,000	\$ 1,700,000	\$ 197,640	\$ 2,283,208



CIP Projects by Funding Source



Percentage of CIP Project Funding by Source

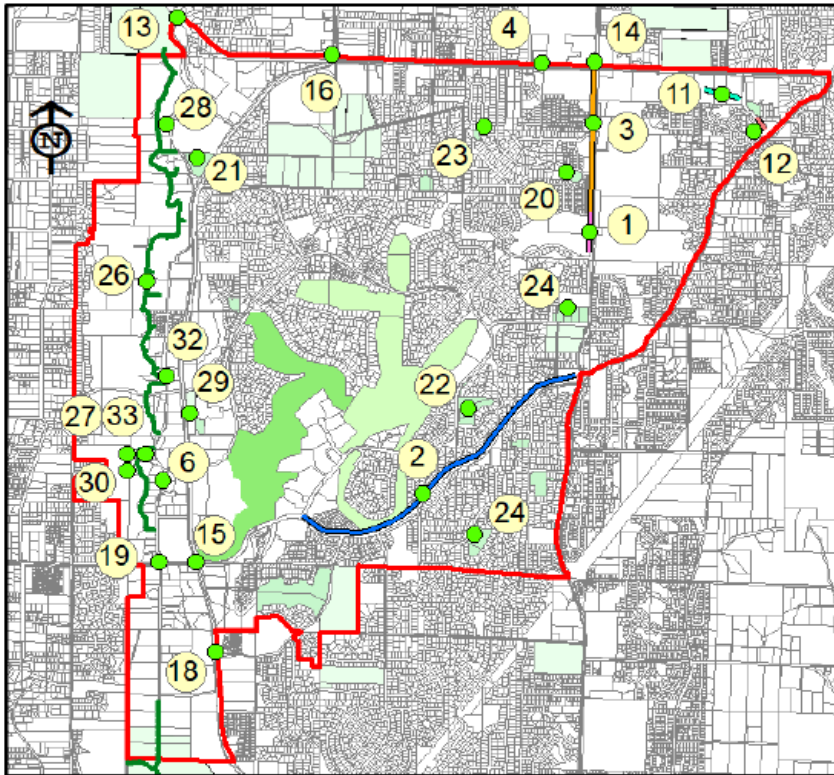


Capital Improvement Projects 2019-2024



Funded Project Listing

Project Name	Total	2019	2020	2021	2022	2023	2024
Transportation Projects							
35th Ave. SE Reconstruction Project	\$350,000	\$350,000					
Seattle Hill Road Pavement Preservation	\$1,750,000	\$1,750,000	\$0	\$0	\$0	\$0	\$0
35th Avenue SE Pavement Preservation	\$1,150,000	\$0	\$150,000	\$1,000,000	\$0	\$0	\$0
132nd Street SE Mid-Block Crossing Improvements (HAWK)	\$750,000	\$87,000	\$663,000	\$0	\$0	\$0	\$0
Street Pavement Marking Program	\$700,000	\$150,000	\$150,000	\$100,000	\$100,000	\$100,000	\$100,000
Mill Creek Boulevard Corridor Improvements Study	\$250,000	\$250,000					
Concrete Sidewalk Replacement Program	\$580,000	\$80,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Pavement Preservation and Rehabilitation Program	\$3,100,000	\$100,000	\$750,000	\$0	\$750,000	\$750,000	\$750,000
Citywide Traffic Signal Upgrades	\$75,000	\$0	\$75,000	\$0	\$0	\$0	\$0
Bridge Monitoring & Improvement Program	\$600,000	\$0	\$50,000	\$250,000	\$50,000	\$250,000	\$0
East Gateway Urban Village "Spine Road" West Connection (Phase 1)	\$500,000	\$500,000	\$0	\$0	\$0	\$0	\$0
Traffic Safety and Calming Program	\$75,000	\$0	\$25,000	\$0	\$25,000		\$25,000
Transportation Project Totals	\$9,880,000	\$3,267,000	\$1,963,000	\$1,450,000	\$1,025,000	\$1,200,000	\$975,000
Parks and Trail Projects							
Exploration Park	\$1,300,000	\$1,300,000	\$0	\$0	\$0	\$0	\$0
Mill Creek Sports Park Turf & Light Replacement	\$1,100,000	\$1,100,000	\$0	\$0	\$0	\$0	\$0
Heron Park Playarea Upgrades	\$410,000	\$50,000	\$360,000	\$0	\$0	\$0	\$0
Silver Crest Park Upgrade	\$350,000	\$0	\$0	\$30,000	\$320,000		\$0
Parks Restroom/Picnic Shelter Roof Replacement	\$100,000		\$50,000		\$50,000		\$0
Trail Preservation Program	\$95,000	\$20,000	\$25,000	\$0	\$25,000		\$25,000
North Creek Trail Study	\$75,000	\$0	\$75,000	\$0	\$0		\$0
Park and Trail Project Totals	\$3,430,000	\$2,470,000	\$510,000	\$30,000	\$395,000	\$0	\$25,000
City Facilities Projects							
City Hall North HVAC	\$100,000	\$0	\$100,000	\$0	\$0	\$0	\$0
Public Works Workshop Value Engineering Study	\$50,000	\$0	\$50,000	\$0	\$0	\$0	\$0
Entryway ADA Upgrades for City Hall and the Library	\$40,000		\$40,000				
Emergency Operations Center	\$59,640	\$59,640					
Gateway and Presence Improvement	\$133,000	\$48,000	\$85,000				
Historical Preservation Project	\$25,000	\$0	\$25,000				
City Hall North Roof and Seismic Retrofit	\$600,000	\$50,000	\$550,000				
City Facilities Project Totals	\$1,007,640	\$157,640	\$850,000	\$0	\$0	\$0	\$0
Storm Water Management Projects							
Surface Water Aging Infrastructure Program	\$4,687,500	\$937,500	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
Surface Water Project Totals	\$4,687,500	\$937,500	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000
Funded CIP Totals All Project Categories	\$19,005,140	\$6,832,140	\$4,073,000	\$2,230,000	\$2,170,000	\$1,950,000	\$1,750,000



Capital Improvement Plan 2019-2024

Transportation Projects

- 1 35th Ave. SE Reconstruction Project
- 2 Seattle Hill Road Pavement Preservation
- 3 35th Avenue SE Pavement Preservation
- 4 132nd Street SE Mid-Block Crossing (HAWK)
- 5 Street Pavement Marking Program*
- 6 Mill Creek Boulevard Corridor Improvements Study
- 7 Concrete Sidewalk Replacement Program*
- 8 Pavement Preservation and Rehabilitation Program
- 9 Citywide Traffic Signal Upgrades*
- 10 Bridge Monitoring & Improvement Program*
- 11 EGUV "Spine Road" West Connection (Ph 1)
- 12 EGUV "Spine Road" East Connection (Ph 2)
- 13 SR 96 and Dumas Road Intersection Improvements
- 14 SR 96 at 35th Avenue Intersection Improvements
- 15 SR 527 / 164th Street Intersection Improvements
- 16 SR 527 / SR96 Intersection Improvements
- 17 Traffic Safety and Calming Program*
- 18 (Old) Seattle Hill Road at SR 527
- 19 164th St @ Mill Creek Blvd Intersection Improvement

Park and Trail Projects

- 20 Exploration Park
- 21 Mill Creek Sports Park Turf & Light Replacement
- 22 Heron Park Playarea Upgrades
- 23 Silver Crest Park Upgrade
- 24 Parks Restroom/Picnic Shelter Roof Replacement
- 25 Trail Preservation Program*
- 26 North Creek Trail Study

City Facilities & Equipment Projects

- 27 City Hall North HVAC
- 28 Public Works Shop
- 29 Entryway ADA Upgrades for City Hall and the Library
- 30 Emergency Operations Center
- 31 Gateway and Presence Improvement*
- 32 Historical Preservation Project
- 33 City Hall North Roof and Seismic Retrofit

Stormwater Management Projects

- 34 Surface Water Aging Infrastructure Program*
- 35 164th Street SE East Basin Surface Water Retrofit*
- 36 Lower Mill Creek Road Basin Surface Water Retrofit*

*Not Shown on Map



Alignment with City Goals

Projects in many of the program areas serve multiple City goals as noted in the matrix below.

	Fiscal Responsibility	Community Preservation	Civic Pride	Customer Service	Recreational Opportunities	Public Safety	Economic Prosperity	Leadership	Long-Term Planning
Transportation Projects									
35th Ave. SE Reconstruction Project	X	X				X			X
Seattle Hill Road Pavement Preservation	X	X				X			X
35th Avenue SE Pavement Preservation	X	X				X			X
132nd Street SE Mid-Block Crossing Improvements (HAWK)	X					X		X	
Street Pavement Marking Program		X				X			
Mill Creek Boulevard Corridor Improvements Study	X	X	X				X		X
Concrete Sidewalk Replacement Program		X				X			
Pavement Preservation and Rehabilitation Program		X							
Citywide Traffic Signal Upgrades		X				X			
Bridge Monitoring & Improvement Program		X				X			X
East Gateway Urban Village "Spine Road" West Connection (Phase 1)		X	X			X			X
Traffic Safety and Calming Program		X				X			X
Parks and Trail Projects									
Exploration Park	X	X	X		X			X	X
Mill Creek Sports Park Turf & Light Replacement	X	X	X		X			X	X
Heron Park Playarea Upgrades		X			X	X			X
Silver Crest Park Upgrade		X			X				X
Parks Restroom/Picnic Shelter Roof Replacement		X			X				X
Trail Preservation Program		X	X		X	X		X	X
North Creek Trail Study	X	X	X		X	X		X	X



Fiscal Responsibility
 Community Preservation
 Civic Pride
 Customer Service
 Recreational Opportunities
 Public Safety
 Economic Prosperity
 Leadership
 Long-Term Planning

City Facilities Projects									
City Hall North HVAC		X				X			
Public Works Shop	X	X							X
Entryway ADA Upgrades for City Hall and Library		X				X			
Emergency Operations Center						X		X	X
Gateway and Presence Improvement		X	X				X		X
Historical Preservation Project	X	X	X						
City Hall North Roof and Seismic Retrofit		X				X			
Storm Water Management Projects									
Surface Water Aging Infrastructure Program	X	X				X			



Transportation Projects

PROJECT NAME:	35th Ave. SE Reconstruction
PROJECT #:	17-ROAD-02

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Roadway
TYPE	Construction

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety, Long-term Planning

DESCRIPTION / JUSTIFICATION
The 35th Avenue Southeast Reconstruction Project will address the chronic settlement of the roadway between 144th Street Southeast and 141st Street Southeast that has occurred over time. The roadway was constructed across Penny Creek in an area underlain with compressible peat deposits. The project site is bound on the east by Thomas Lake and Penny Creek, which flows from the north along the east side of 35th Avenue Southeast, crossing within the study limits and continuing westerly. This project will construct a pile-supported concrete slab to support the roadway and prevent any future settlement. 35th Avenue Southeast has a functional classification of major arterial.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
A reduction in cost with respect to past years due to fewer maintenance response calls. There are no new operations and maintenance costs anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction	\$ 5,383,068	\$ 350,000						\$ 350,000
Professional Services	\$ 611,300	\$ -						\$ -
Total Project Expenditures	\$ 5,994,368	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET	\$ 694,368	\$ 350,000						\$ 350,000
Grant -State	\$ 5,250,000							\$ -
Grant -Snohomish County	\$ 50,000							\$ -
Total Project Revenues	\$ 5,994,368	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000



Transportation Project

PROJECT NAME:	Seattle Hill Road Pavement Preservation
PROJECT #:	18-PAVE-03

DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Construction

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
Repave Seattle Hill Road between Village Green Drive and 35th Avenue Southeast. The scope of work includes a full width, two-inch grind and overlay, replacement of landscaped median curbs and Americans with Disabilities (ADA) upgrades at all curb ramps and two traffic signals. A federal grant was obtained for construction in 2019 in the amount of \$720,000. In 2016, the pavement condition for this minor arterial was 59 (scale 0 to 100). The existing curb ramps and traffic signals do not meet current ADA standards. The curbs on all landscape medians have been damaged beyond repair over the years by vehicle collisions. No new operational expenses will result from this project.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction		\$ 1,600,000						\$ 1,600,000
Professional Services	\$ 198,040	\$ 150,000						\$ 150,000
								\$ -
Total Project Expenditures	\$ 198,040	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Grant - Federal		\$ 720,000						\$ 720,000
REET	\$ 250,000	\$ 1,030,000						\$ 1,030,000
								\$ -
								\$ -
Total Project Revenues	\$ 250,000	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000



PROJECT NAME:	35th Avenue SE Pavement Preservation
PROJECT #:	19-PW-01
DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Construction

Transportation Project

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The project would include a full-width, 2-inch grind and overlay of 35th Avenue from 132nd Street SE to 141st Street SE (.57 miles), including traffic control, upgrade of ADA ramps, signing, channelization and other work. This project would connect to the section of 35th Avenue SE upgraded in the City's 2018 35th Avenue SE Reconstruction project. Per the Comprehensive Plan Level of Service Guidelines, the City should maintain a minimum average Pavement Condition Index (PCI) rating of 65 for collector and arterial roadways. The most recent evaluation identified this section of 35th Avenue SE as having a PCI of between 29 and 34.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Professional Services			\$ 150,000					\$ 150,000
Construction				\$ 1,000,000				\$ 1,000,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,150,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
General Fund or REET			\$ 150,000	\$ 495,792				\$ 645,792
Grant				\$ 504,208				\$ 504,208
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,150,000



PROJECT NAME:	132nd St SE Mid-block Crossing Improvements (HAWK)
PROJECT #:	19-PW-02

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Roadway
TYPE	Infrastructure

STRATEGIC PRIORITY
Fiscal Responsibility, Public Safety, Leadership

DESCRIPTION / JUSTIFICATION
The proposed mid-block crossing with American with Disabilities (ADA) compliant curb ramps, pedestrian refuge island, marked crosswalk, High-Intensity Activated crossWalk beacon (HAWK) signal and illumination are needed to provide pedestrians a safer place to cross 132nd Street SE. A HAWK signal at the mid-block crossing on 132nd Street SE, west of 35th Avenue SE, will be installed to allow pedestrians to stop vehicular traffic in order to cross the street safely. The proposed HAWK signal will be interconnected with the existing traffic signal at 35th Ave SE in order to reduce the potential of rear-end collisions as vehicles move from one signal to the next. The proposed improvements will install a pedestrian refuge island at the midblock crossing to reduce the crossing distance to 20-30 ft. Illumination is limited to street lighting around the adjacent shopping area. In order to increase pedestrian visibility to drivers, the proposed improvements include additional lighting focused on the mid-block crossing location.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
New operation and maintenance costs are anticipated and estimated at \$250 per year. This excludes any collisions that may cause significant pole damage.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction			\$ 663,000					\$ 663,000
Professional Services		\$ 87,000						\$ 87,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 663,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Grant - State		\$ 78,300	\$ 596,700					\$ 675,000
REET		\$ 8,700	\$ 66,300					\$ 75,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 87,000	\$ 663,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000



PROJECT NAME:	Street Pavement Marking Program
PROJECT #:	19-PW-03
DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Infrastructure

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
The goal of the Annual Street Pavement Marking Program is to maintain markings that identify travel lanes and other guidance markings for auto, pedestrian, bicycle, transit and other forms of transportation. Per the 2015 Comprehensive Plan, the City owns and maintains 77 lane miles of residential and local streets, 19 lane miles of collector streets and 10 lane miles of arterial streets (total of 106 lane miles of roadway).

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction		\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000
								\$ -
Total Project Expenditures	\$ -	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000



PROJECT NAME:	Mill Creek Boulevard Corridor Improvements Study
PROJECT #:	19-PW-04
DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Planning

Transportation Project

STRATEGIC PRIORITY
 Fiscal Responsibility, Community Preservation, Civic Pride, Economic Prosperity, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 Mill Creek Boulevard is an important north-south transportation corridor located in the heart of Mill Creek. The goal of the Mill Creek Boulevard Corridor Improvements Study is to enhance economic vitality and provide a framework to multiple capital improvements which include: intersection improvements at 164th Street, 161st Street, Main and SR 527; surface water aging infrastructure failures identified in a 2018 study produced by Perteet; water quality treatment, pavement preservation and roadway re-configurations to better support Community Transit's bus rapid transit (BRT) lines. This study will peripherally address zoning and land use.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Professional Services		\$ 250,000						\$ 250,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 250,000						\$ 250,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000



PROJECT NAME:	Concrete Sidewalk Replacement Program
PROJECT #:	19-PW-05

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Repair / Maintenance
TYPE	Construction

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
 The goal of this annual program is the preservation of the City's sidewalk systems which includes 75 miles of public sidewalks and more than 1,000 curb ramps. The scope of work includes repair or replacement of damaged sections of curb, gutter, sidewalk and curb ramps that meet the American with Disabilities Act (ADA). The first year of the program will include a citywide assessment and rating of sidewalks and prioritization of needed repairs as well as recommendations on alternative repair methods. This program also includes assessing and addressing the root cause of buckling sidewalk such as trees. This program may include tree removal or alternative construction methods to preserve existing trees. Some of the benefits of this program include: 1) improved pedestrian safety, 2) compliance with ADA standards, 3) savings in maintenance costs.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Assessment		\$ 30,000						\$ 30,000
Construction		\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 550,000
								\$ -
Total Project Expenditures	\$ -	\$ 80,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 580,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 80,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 580,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 80,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 580,000



PROJECT NAME:	Pavement Preservation and Rehabilitation Program
PROJECT #:	19-PW-06
DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Maintenance / Repair

Transportation Project

STRATEGIC PRIORITY
Community Preservation

DESCRIPTION / JUSTIFICATION
The goal of this annual program is to extend the useful life of the City's streets by assessing, preserving and rehabilitating pavement conditions. Typical work will include crack filling, removal and replacement of failed pavement, patching, surface preservation treatments (seal coat, slurry seal, microsurfacing, chip seals) and asphalt overlays. The City is responsible for approximately 106 lane miles of roadway. The Program includes replacement or installation of accessible curb ramps to meet the requirements of the Americans with Disabilities Act (ADA). Per the Comprehensive Plan, the City's level of service guidelines for pavement management identifies a minimum pavement condition index of 65 for collectors and arterial roadways and 70 for local and residential roadways. In 2019, an assessment and pavement rating will be conducted to establish a priority list for future repairs. Federally funded roadway preservation projects are programmed in 2019 (Seattle Hill Road) and 2021 (35th Ave. SE).

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Assessment		\$ 100,000						\$ 100,000
Construction			\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,000,000
Total Project Expenditures	\$ -	\$ 100,000	\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,100,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET or General Fund		\$ 100,000	\$ 750,000		\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,100,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 100,000	\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,100,000



PROJECT NAME:	Citywide Traffic Signal Upgrades
PROJECT #:	17-ROAD-03
DEPARTMENT	Public Works and Development Services
CATEGORY	Signals
TYPE	Construction

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
The City owns seven traffic signals that are operated and maintained by Snohomish County. The existing controllers and conflict monitors use outdated technology and need to be replaced in order for the signals to work within the County's integrated system. The project scope includes the installation of new pedestrian push buttons for compliance with the American with Disabilities Act (ADA), new side mounted battery backup systems (164th Street and Mill Creek Boulevard; Dumas Road at Park Road; Mill Creek Road and Village Green Drive), new controllers and conflict monitors. All work will be completed by Snohomish County.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction			\$ 75,000					\$ 75,000
Professional Services								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET			\$ 75,000					\$ 75,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000



PROJECT NAME:	Bridge Monitoring and Improvement Program
PROJECT #:	19-PW-07
DEPARTMENT	Public Works and Development Services
CATEGORY	
TYPE	Construction

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
<p>The City of Mill Creek owns a total of ten bridges. Only four of those bridges have a structure length over 20LF. In 2017, all ten bridges were inspected by WSDOT and load ratings were completed by KPFF on the four structures with span lengths greater than 20LF. Bridge scour conditions were identified at two bridges: North Creek Bridge (Bridge Number: MILL CR 1 located on 164th Street SE) and Penny Creek Bridge (Bridge Number: MILL CR 2 located on 144th Street SE). Based on service stresses, posted load restrictions were recommended at the North Creek Bridge (Bridge Number: MILL CR 1 located on 164th Street SE) and 153rd Street SE Bridge (Bridge Number: MILL CR 3). A load rating was also conducted on Mill Creek Road Bridge (Bridge Number: MILL CR 10). The City could elect to post load limits based on strength load rating, in which case the tonnages would be much higher, but the bridge would see greater deterioration over time.</p>

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction				\$ 250,000		\$ 250,000		\$ 500,000
Professional Services			\$ 50,000		\$ 50,000			\$ 100,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 50,000	\$ 250,000	\$ 50,000	\$ 250,000	\$ -	\$ 600,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET			\$ 50,000	\$ 250,000	\$ 50,000	\$ 250,000		\$ 600,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 50,000	\$ 250,000	\$ 50,000	\$ 250,000	\$ -	\$ 600,000



PROJECT NAME:	EGUV Spine Road West Connection (Phase 1)
PROJECT #:	19-ROAD-15
DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Civic Pride, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Costs include appraisals, review of appraisals, and partial right-of-way purchase needed at two parcels for subsequent roadway design and construction. A 72 LF right of way width is needed for the "Spine Road." Beyond the purchase of the right of way in 2019, work does not yet have funds committed.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ -						\$ -
Right-of-Way		\$ 500,000						\$ 500,000
Construction								\$ -
Total Project Expenditures	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Road Mitigation Funds		\$ 500,000						\$ 500,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000



PROJECT NAME:	Traffic Safety and Calming Program
PROJECT #:	19-PW-08

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Planning

STRATEGIC PRIORITY
Community Preservation, Public Safety, Long-term Planning

DESCRIPTION / JUSTIFICATION
This program builds upon the City's Traffic Calming Program prepared in 2007 which focused on the safety and livability of City neighborhoods and was focused on streets with an average daily traffic (ADT) of less than 8,000 vehicles. The 2019-2024 CIP Traffic Safety and Calming Program expands to address safety and traffic calming concerns to collectors and arterials.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Study			\$ 25,000		\$ 25,000		\$ 25,000	\$ 75,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 75,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET			\$ 25,000		\$ 25,000		\$ 25,000	\$ 75,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 75,000



Parks and Trail Projects

PROJECT NAME:	Construction of Exploration Park
PROJECT #:	17-PARK-03

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Construction

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Civic Pride, Recreational Opportunities, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
In 2006, in conjunction with the development of the North Pointe subdivision, the developer dedicated a one-acre parcel to the City for neighborhood park land in lieu of park mitigation fees. In 2016 the City's Parks and Recreation Board worked with staff and several members of the Design Review Board to develop design concepts. The Parks and Recreation Board recommended the Natural Play Park design concept to the Council at their regular meeting on September 27, 2016, and the Council adopted the master plan. From 2016 through 2018, the City contracted with consultants for geotechnical studies, prepared the design and construction documents and advertised the project for bid. On April 30, 2018, the City received two bids, both significantly higher than expected. At their July 24, 2018 meeting, Council rejected all bids. The project will be broken into various components (base bid and alternates) and re-advertised in November 2018.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
Operations and maintenance costs are anticipated at approximately 300 labor hours per year, plus materials anticipated to be \$4,000 per year (such as engineered wood fiber surfacing replacement).

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design - Professional Services	\$ 108,257							\$ 108,257
Construction	\$ 3,000	\$ 1,300,000						\$ 1,303,000
Total Project Expenditures	\$ 111,257	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,411,257

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Grant - Snohomish County		\$ 100,000						\$ 100,000
Park Mitigation	\$ 111,257	\$ 1,200,000						\$ 1,311,257
Total Project Revenues	\$ 111,257	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,411,257



PROJECT NAME:	Mill Creek Sports Park Turf & Light Replacement
PROJECT #:	18-PARK-02

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Maintenance/Repair

STRATEGIC PRIORITY
 Fiscal Responsibility, Community Preservation, Civic Pride, Recreational Opportunities, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 The Mill Creek Sports Park Turf and Light Replacement Project will replace the current aging 64,000 square feet field turf, retro-fit and upgrade the existing park lighting system at the field, skate park, and parking lot. In June 2017, Council awarded a contract to Bruce Dees and Associates (BDA) for professional services in an amount not to exceed \$61,637.75. The City received a \$250,000 grant for design and construction from the WA State Recreation and Conservation Office (RCO) and \$100,000 via an interlocal agreement from Snohomish County. The project is scheduled to be advertised in October 2018.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design - Professional Services	\$ 66,000							\$ 66,000
Construction		\$ 1,100,000						\$ 1,100,000
								\$ -
Total Project Expenditures	\$ 66,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,166,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
RCO Grant	\$ 66,000	\$ 184,000						\$ 250,000
Snohomish County Grant		\$ 100,000						\$ 100,000
REET		\$ 816,000						\$ 816,000
								\$ -
Total Project Revenues	\$ 66,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,166,000



PROJECT NAME:	Heron Park Playarea Upgrades
PROJECT #:	19-PARK-01

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Repair / Maintenance

STRATEGIC PRIORITY
Community Preservation, Recreational Opportunities, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
Heron Park was developed in conjunction with the construction of the Parkside subdivision in 1992. The park has been well maintained over the years. However, the playground equipment is over 25 years old and has broken down to the point that repairs are no longer feasible. Currently, the playground includes: a piece geared to the 1-4 year old group, another piece geared for the 5 - 12 year old group and a spin toy. Additionally, the picnic shelter/restroom building needs to be re-roofed and painted. This project proposes to replace playground equipment and the old shake roof with a metal roof that will have a longer useful life and to upgrade the lighting to energy efficient LED lighting.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ 50,000						\$ 50,000
Construction			\$ 360,000					\$ 360,000
Total Project Expenditures	\$ -	\$ 50,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 410,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 50,000	\$ 360,000					\$ 410,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 50,000	\$ 360,000	\$ -	\$ -	\$ -	\$ -	\$ 410,000



PROJECT NAME:	Silver Crest Park Upgrade
PROJECT #:	19-PARK-02

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Repair / Maintenance

STRATEGIC PRIORITY
 Community Preservation, Recreational Opportunities, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 The Silver Crest Park was annexed to the City in 2005 as a part of the Northeast Area Annexation. This .61 acre neighborhood park is located within the Silver Crest subdivision on 28th Drive SE. Amenities include a full basketball court, playground, picnic tables, and a grassy play area. There is currently no irrigation in place at this park and there is room for upgrades in many other areas. This proposed project would include adding irrigation, repairing the basketball court including a complete resurfacing and restriping, as well as repairing the fence around the basketball court. Also included are replacement benches and picnic tables with concrete pads.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 Operation and maintenance costs are anticipated to increase 30 labor hours per year.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design				\$ 30,000				\$ 30,000
Construction					\$ 320,000			\$ 320,000
Total Project Expenditures	\$ -	\$ -	\$ -	\$ 30,000	\$ 320,000	\$ -	\$ -	\$ 350,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET				\$ 30,000	\$ 320,000			\$ 350,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ 30,000	\$ 320,000	\$ -	\$ -	\$ 350,000



PROJECT NAME:	Parks Restroom/Picnic Shelter Roof Replacement
PROJECT #:	19-PARK-03
DEPARTMENT	Public Works and Development Services
CATEGORY	Parks and Trail Projects
TYPE	Maintenance and Repair

Parks and Trails Project

STRATEGIC PRIORITY
Community Preservation, Recreational Opportunities, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The existing shake roof on the restroom/picnic shelter buildings at Pine Meadow Park and Cougar Park is nearing the end of its useful life and is in need of replacement. The plan is to replace it with a metal roof that will have a longer useful life. The project would also include replacement of gutters and downspouts. Pine Meadow Park is planned for 2020 and Cougar Park is planned for 2022.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
This project is anticipated to reduce current maintenance costs.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction			\$ 50,000		\$ 50,000			\$ 100,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 100,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
General Fund			\$ 50,000		\$ 50,000			\$ 100,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -	\$ 100,000



PROJECT NAME:	Trail Preservation Program
PROJECT #:	19-PARK-04
DEPARTMENT	Public Works and Development Services
CATEGORY	Parks and Trails
TYPE	Repair / Maintenance

Parks and Trails Project

STRATEGIC PRIORITY
 Community Preservation, Civic Pride, Recreational Opportunities, Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 As a part of the development of several subdivisions in the City (e.g., Brighton, Amberleigh, The Springs), the City accepted the responsibility for maintenance of trail infrastructure through open space tracts in exchange for public access easements on the trails. The Trail Preservation Program would initially identify all of these trails within the City and assess their current condition. A priority list would be established ranking the severity of the deficiencies as well as establishing a schedule for future repairs and resurfacing.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Assessment		\$ 20,000						\$ 20,000
Construction			\$ 25,000		\$ 25,000		\$ 25,000	\$ 75,000
								\$ -
Total Project Expenditures	\$ -	\$ 20,000	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 95,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Parks and Trails Fund		\$ 10,000						\$ 10,000
REET		\$ 10,000	\$ 25,000		\$ 25,000		\$ 25,000	\$ 85,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 20,000	\$ 25,000	\$ -	\$ 25,000	\$ -	\$ 25,000	\$ 95,000



PROJECT NAME:	North Creek Trail Study
PROJECT #:	19-PARK-05

Parks and Trails Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Parks and Trails
TYPE	Planning

STRATEGIC PRIORITY
 Fiscal Responsibility, Community Preservation, Civic Pride, Recreational Opportunities, Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 The North Creek Trail connects multiple regional trails including the Burke Gilman and Sammamish River Trails to the South with the Interurban Trail to the North. The result is a network of trails which enables non-motorized transportation for commuters and local residents in a nearly continuous route from the Everett area all the way to the communities of Bothell, Lynnwood and Seattle. This trail system serves and connects the significant Regional Growth Centers of Bothell Canyon Park, Lynnwood and Everett as well as the locally designated Mill Creek Town Center and the Paine Field Manufacturing Industrial Center. The North Creek Trail Study will look at potential future development, improvements and upgrades to the North Creek Trail within the City of Mill Creek. This Feasibility Study will include assessment of American with Disabilities (ADA) compliance for built out sections, high level cost estimate for trail gaps, environmental preliminary assessment, geotechnical investigation and funding options. Improvements are intended to make the trail a shared use path for users of all ages and abilities.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Feasibility Study			\$ 75,000					\$ 75,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
General Fund			\$ 75,000					\$ 75,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000



City Facilities Projects

PROJECT NAME:	City Hall North HVAC
PROJECT #:	19-BLDG-01

City Facilities Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Buildings
TYPE	Maintenance / Repair

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
Total replacement and commissioning of four liquid cooled heat pumps. Three of the four heat pumps are currently non-operational and one is close to failing. These heat pumps overlap with other heat pumps and serve a City staff area, tenant spaces as well as the Large Community Room.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
Operation and maintenance costs are expected to decrease by 50 labor hours per year due to a reduced number of service calls.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Equipment			\$ 100,000					\$ 100,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
15720 Main Street Property Fund			\$ 100,000					\$ 100,000
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000



PROJECT NAME:	Public Works Workshop Value Engineering Study
PROJECT #:	17-BLDG-02

City Facilities Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Facilities
TYPE	Construction

STRATEGIC PRIORITY
 Fiscal Responsibility, Community Preservation, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 City Hall does not provide adequate parking, facilities or storage for Public Works maintenance vehicles and materials. The City received a State Department of Commerce grant in the amount of \$250,000 which expires in June 2019 (a grant extension request will be submitted in 2018). Staff plans to move this project forward by conducting a study to evaluate current City-owned properties and other properties as well, and obtain comparison of cost and how the sites meet current and future needs.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
 No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Study	\$ 160,361		\$ 50,000					\$ 210,361
								\$ -
Total Project Expenditures	\$ 160,361	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 210,361

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
CIP Fund	\$ 160,361		\$ 50,000					\$ 210,361
								\$ -
								\$ -
Total Project Revenues	\$ 160,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,361



PROJECT NAME:	Entryway ADA Upgrades for City Hall and the Library
PROJECT #:	19-BLDG-02

City Facilities Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Facilities and Equipment
TYPE	Repair and Maintenance

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
City of Mill Creek has become a popular destination for passport customers, library patrons as well as other customers. The doors and Americans with Disabilities (ADA) entrances have experienced an elevated level of wear and tear on the City Hall South and Library Buildings. The current doors and openers are failing due to age and the number of cycles they receive. Maintenance repair and downtime have increased over the last few years. This project would replace the worn doors hardware, ADA openers and related components to ensure we meet the needs of all Mill Creek's Residents and customers.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
Operation and maintenance costs are anticipated to decrease by 40 labor hours per year.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Equipment/Installation			\$ 40,000					\$ 40,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
CIP Fund			\$ 40,000					\$ 40,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000



PROJECT NAME:	Emergency Operations Center (EOC)
PROJECT #:	19-BLDG-03

City Facilities Project

DEPARTMENT	Public Safety/Emergency Management
CATEGORY	Facilities and Equipment
TYPE	Infrastructure Improvement

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION

The City's Emergency Operations Center (EOC) is used for overall direction, control, and coordination in order to support the overall community response to the disaster and to best coordinate efforts with county, state, and federal agencies. An effective EOC requires the space and equipment to support response and relief efforts in the field, maintain situational awareness, and fulfill the task of coordinating with county, state, and federal agencies. The current EOC is located in the City Hall South small conference room and is inadequate for the task. It consists of a conference table and a wooden cabinet containing a radio. The conference room can only seat 6-8 people around a single table with no computer access and a single telephone. This CIP proposes moving the EOC to North City Hall Room 201. The EOC would be furnished with movable tables and chairs that can be configured into six (6) EOC sections: EOC Manager, PIO, Finance/Administration, Operations, Planning, and Logistics. Each section would be equipped with a desktop PC, a Surface tablet, and a landline telephone. The room would be equipped with two short throw LED projectors and two flat screen monitors. A seventh PC and an AV switcher would sit in the back, allowing any combination of four AV inputs to be displayed on the projectors and monitors.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

New operation and maintenance costs are anticipated to occur for the Public Works maintenance team at 25 labor hours per year. There will be two years of Information Technology staff impacts, for a total of 35 IT labor hours.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Audio-Visual System		\$ 19,763						\$ 19,763
Tables and Chairs		\$ 15,662						\$ 15,662
Incident Command Vests		\$ 324						\$ 324
Floor Sign Stands		\$ 778						\$ 778
Mobile File Drawers		\$ 538						\$ 538
Computers		\$ 20,153						\$ 20,153
Network Lines		\$ 1,449						\$ 1,449
Power to Projectors		\$ 348						\$ 348
Telephones		\$ 626						\$ 626
Total Project Expenditures	\$ -	\$ 59,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,640

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
CIP Fund		\$ 59,640						\$ 59,640
Total Project Revenues	\$ -	\$ 59,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,640



PROJECT NAME:	Gateway and Presence Improvement
PROJECT #:	18-ROAD-13

City Facilities Project

DEPARTMENT	Communications and Marketing
CATEGORY	Tourism
TYPE	Replacement

STRATEGIC PRIORITY
Community Preservation, Civic Pride, Economic Prosperity, Long-Term Planning

DESCRIPTION / JUSTIFICATION

Although approved in the last biennium, this capital project was not executed. It is a gateway and presence improvement project to help attract economic development opportunities and create an inviting aesthetic for tourism purposes. This provides an opportunity to update and unify the City's brand while providing vibrant, visually appealing gateway entry features for the City. It include updating and creating consistent gateway signage at key gateways to Mill Creek. The project entails working with a creative marketing agency to update the City's brand to reflect the lifestyle of Mill Creek and attract people to spend money in local businesses. The seven gateway entry points into the City include 164th Street SE, 132nd Street SE at 10th Street, Dumas Road at Park Road, 132nd Street SE at SR 527, 132nd Street SE at Seattle Hill Road, 35th Avenue SE at Seattle Hill Road, and SR 527 at 175th Street. Though the project funding source approved in the 2017-2018 CIP was through REET, the City will seek grant/sponsorship funding from community partners to help provide a cohesive community branding. Once the project scope and construction costs are defined, a detailed proposal will be brought to the City Council for approval.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

New operation and maintenance costs are anticipated to keep the flower beds and vegetation irrigated and maintained; the cost is anticipated to be 400+ labor hours per year.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Strategy Research & Development		\$ 48,000						\$ 48,000
Development of New Brand Identity			\$ 45,000					\$ 45,000
Gateway Signs			\$ 40,000					\$ 40,000
Total Project Expenditures	\$ -	\$ 48,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 133,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET			\$ 85,000					\$ 85,000
CIP Fund		\$ 48,000						\$ 48,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 48,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 133,000



PROJECT NAME:	Historical Preservation Project
PROJECT #:	19-BLDG-04

City Facilities Project

DEPARTMENT	Communications and Marketing
CATEGORY	Historical Preservation
TYPE	Art & Beautification

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Civic Pride

DESCRIPTION / JUSTIFICATION

In 2018, the Art & Beautification Board identified a historical preservation project to help the community remember its roots in a manner that is aesthetically pleasing and community oriented. The project is to create an etched, stainless steel timeline to be hung along a covered bridge in Mill Creek Town Center. In fall 2018, the City engaged a design consultant to prepare the design working with the community and develop a budget for production and installation. The City hired an intern to compile and organize the information that would be included on the finished product. The final design will include a mix of text and image. The City started of the design of the project in 2018 with the idea that production and installation would occur in 2019. Civic organizations have expressed interest in helping fund the project; the City will pursue grants and sponsorship funds in 2019 before spending from the Municipal Arts Fund. With the City's focus on art, an artistic historical timeline would serve a dual purpose of providing artistic value while serving to educate the public about Mill Creek's history. Additional panels would be included in the display as the City's history continues to unfold. The 2019 expenses include production of the panels, possible designer help to production company on final details, and installation of the panels.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

New operation and maintenance costs are anticipated at 52 labor hours per year.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design & Info Gathering	\$ 12,500							\$ -
Production of Panels			\$ 15,000					\$ 15,000
Design Assistance on Production			\$ 500					\$ 500
Installation			\$ 9,500					\$ 9,500
Total Project Expenditures	\$ 12,500	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Shohomish County Grant	\$ 12,500							\$ -
Community Funding (TBD)								\$ -
Municipal Arts Fund			\$ 25,000					\$ 25,000
Total Project Revenues	\$ 12,500	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000



PROJECT NAME:	City Hall North - Roof and Seismic Retrofit
PROJECT #:	17-BLDG-03

City Facilities Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Facilities
TYPE	Maintenance / Repair

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
The existing roof on the City Hall north building, which houses staff from two City Departments, two Community Rooms, as well as various tenants, was installed in 1998 and has reached the end of its useful life and needs to be replaced. Good inspection practices and remedial repairs done in a timely manner, have allowed the City to defer the roof replacement until 2020. In addition, the building has not yet been upgraded with a seismic retrofit. In order to minimize impacts to the building users and streamline the bidding process, it is best to bundle both types of work into one single project. Design of the roof replacement has been completed, but a specialized consultant will be required for the seismic retrofit portion. No new operational costs or impacts are associated with this project.

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Professional Services	\$ 1,220	\$50,000						\$ 51,220
Construction			\$ 550,000					\$ 550,000
								\$ -
Total Project Expenditures	\$ 1,220	\$ 50,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 601,220

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Annex Fund 145	\$ 1,220	\$50,000	\$ 250,000					\$ 301,220
General Fund			\$ 300,000					\$ 300,000
								\$ -
Total Project Revenues	\$ 1,220	\$ 50,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ 601,220



Surface Water CIP 2019-2024



Surface Water CIP Overview

Mill Creek's surface water program seeks to achieve appropriate management of surface water in the City. This plan improves safety, reduces risk to public and private property, and enhances the natural environment.

Improved safety is achieved by reduced flooding. Properly sizing and maintaining the City's stormwater conveyance system keeps water from ponding on the street and sidewalks, creating safer conditions for motorists, bicyclists and pedestrians. Reduced flooding also means a reduction in the risk of damage to property and business operations.

The plan seeks to improve water quality and fish passage in the City's waterways, ponds and lakes. And improved water quality reduces risk to citizens that come in contact with water in the City's streams and lakes, and keeps the City in compliance with State and Federal requirements.

Current Infrastructure

Mill Creek's infrastructure is aging, with some pipes already more than 40 years old. The City has entered an infrastructure rehabilitation and replacement phase, meaning that surface water pipes need to be inspected, evaluated and scheduled for rehabilitation or replacement as needed.



The City owns and is responsible for maintaining approximately 50 miles (264,000 linear feet) of surface water pipes, many of which use materials no longer recommended, like corrugated metal pipe. This infrastructure is aging and needs to be inspected, evaluated and scheduled for replacement as needed.

In 2018, Perteet, Inc. was contracted to do just that. Their scope of work focused on pipes 18 inches or larger in diameter and included:

- Review a backlog of storm pipe Closed Circuit Television (CCTV) videos. Beginning in 2012, the City



hired consultants to produce CCTV videos of surface water pipes in various locations, utilizing previously collected data for approximately 14,000 linear feet of pipes.

- Collect storm pipe CCTV videos that have not yet been inspected (approximately 21,800 linear feet).
- Analysis of the aforementioned CCTV videos for pipe failures and/or other repairs including recommended action and rough order of magnitude cost estimate.
- In collaboration with City staff, develop prioritization criteria and identify capital projects for scoping and cost estimating.

The following Surface Water CIP was developed based on Perteet's work and focuses on larger infrastructure (18 inches in diameter or larger) since their potential failure could have a negative effect on life, property or a combination of both. Larger infrastructure represents a total of 35,800 LF (approximately 14%) of the total surface water pipe infrastructure in the City of Mill Creek. The work completed by Perteet is the foundation for the City's Surface Water Capital Program.

Factors that were taken into consideration when integrating the Surface Water Capital Program into the CIP include: available funding; pavement condition; and other City capital projects and upgrades programmed by utility companies such as Puget Sound Energy, Snohomish PUD, Alderwood Water District and Silver Lake Water District.



Realistically, only a limited number of projects can be effectively implemented each year. Additionally, the cost of some projects is so high that their implementation may utilize the entirety of surface water funds for several years.



Surface Water CIP Criteria

The following prioritization criteria were used when identifying projects to include in the CIP.

- Catastrophic: Pipe is ruptured and its potential failure could have a negative effect on life, property or a combination of both
- Private property: Fault is located in an easement adjacent to private property posing a risk to residents and property
- Critical area: Failure is located within one quarter miles of a wetland or steep slope posing environmental damage and slope erosion risks
- Critical Infrastructure: Failure would obstruct access to critical infrastructure (e.g., Fire Station, Police Station, Schools) and potentially impact core City functions
- Arterial or Collector: Failure on roadways with high traffic could impact a large number of commuters
- Pipe Size: Prioritize larger pipes
- Date of discovery: prioritize faults discovered in past years (chronological order)

Proposed Surface Water Projects:

The Surface Water CIP includes repairing 20 F grade faults in 2019. In cases where a pipe run has four or more faults, replacement of the entire run is recommended. Of the 20 F grade repairs, six are assumed to be caused by another utility or be the result of illicit discharge; cost recovery may be possible.

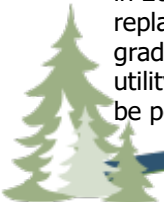


As funds allow, depending on a surface water utility fee increase (described below), C grade faults are recommended for repair throughout the 2019-2024 CIP period and beyond. Where possible, the work will be bundled to encompass geographical regions of the City so repairs can take place within a limited timeframe.

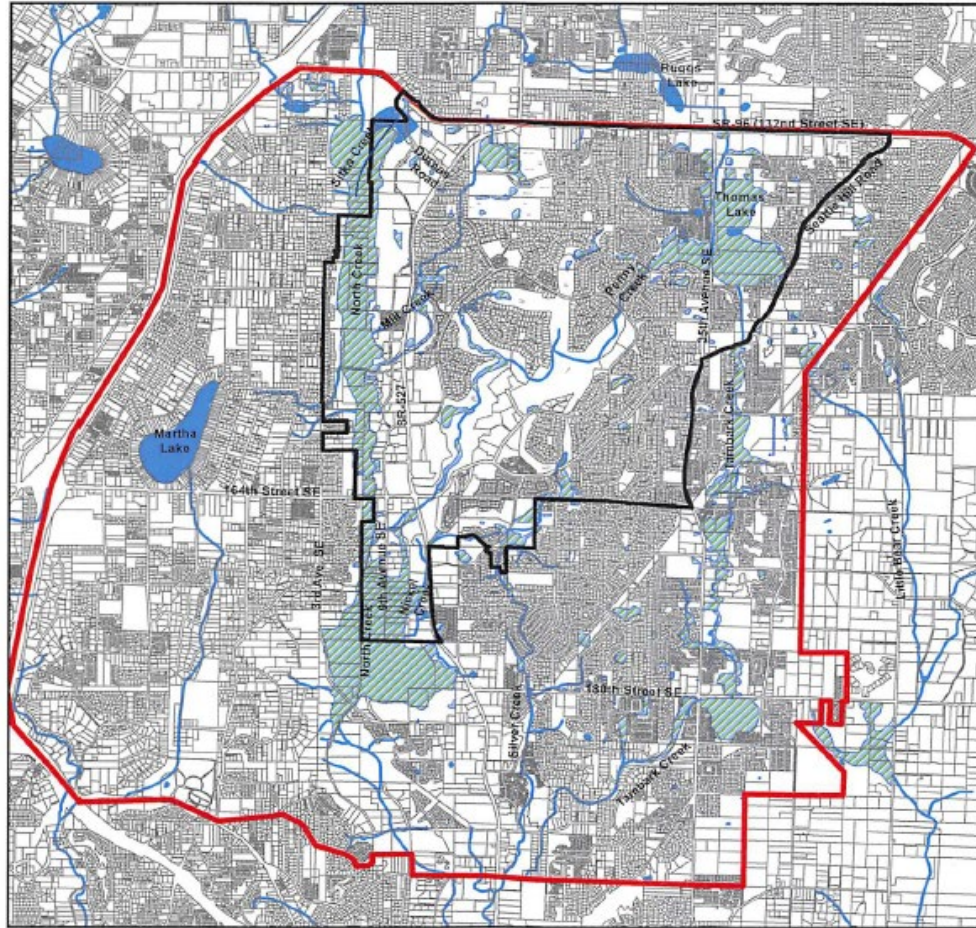
Potential Funding for Surface Water CIP Projects

In summer 2018, City staff selected FCS Group to conduct an analysis of the City’s Surface Water Utility rate. The City of Mill Creek’s surface water rate has remained unchanged since 1999.

The rate study currently is underway and new rates will be proposed prior to the adoption of the City’s 2019-2020 Budget.



Mill Creek Wetlands & Water Features



- City Limits
- Municipal Urban Growth Area Boundary
- Wetland
- Waterbody
- Watercourse

Council Ord. 2015-802
Effective December 18, 2015



Stormwater Management Projects

PROJECT NAME:	Surface Water Aging Infrastructure Program
PROJECT #:	19-SW-01

Stormwater Management Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Surface Water Management
TYPE	

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
In February 2018, the City signed a contract with Perteet Engineers to perform professional design services related to storm pipe assessment and surface water program development. Construction program repairs were identified in a 3-tiered level of granularity: F grade faults (repair within one year), C grade faults (programmed over the subsequent seven years) and A grade (not expected to impact the longevity of the pipe). This program includes design, construction and construction management to replace or rehabilitate aging surface infrastructure with a diameter of 18 inches or greater -pipes with diameters less than 18 inches have not been assessed. The funding of this program is contingent on an increase of the City's Surface Water Utility Fee.

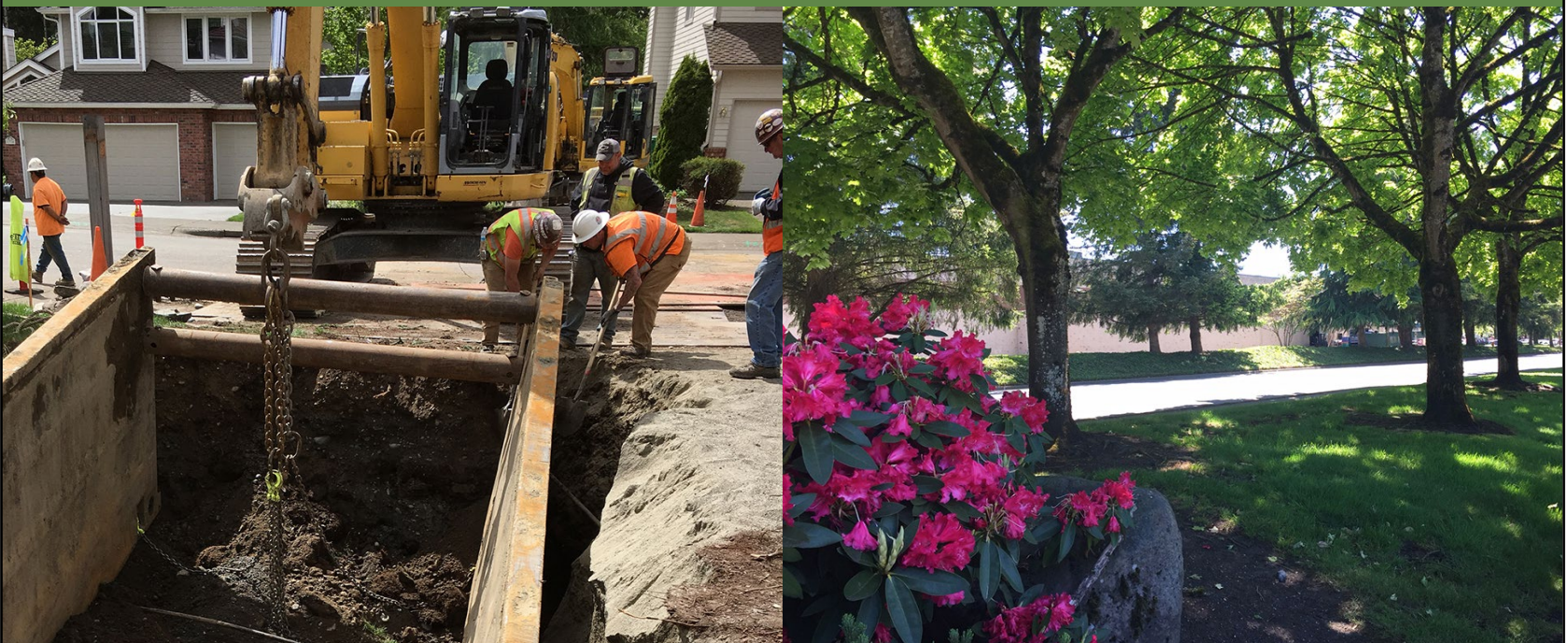
ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
		\$ 937,500	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 4,687,500
								\$ -
Total Project Expenditures	\$ -	\$ 937,500	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 4,687,500

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Surface Water Utility		\$ 937,500	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 4,687,500
								\$ -
Total Project Revenues	\$ -	\$ 937,500	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 4,687,500



Unfunded Projects



Unfunded Projects

The following projects are those for which the City currently does not have funding to complete the project. There are various funding factors that could affect the potential for a project to occur.

For those projects that are capacity-related, an increase in the City's traffic mitigation fees may provide funding. The City also plans to execute an interlocal agreement with Snohomish County that could provide a percentage of traffic mitigation fees to the City for development in unincorporated Snohomish County.

Other sources of funding could be county, state and federal grants; City-identified opportunity funds; or other funding made available through revenues above and beyond what is required for biennial operational expenses.

As funding is identified for these projects, the project concept will be developed and brought to the City Council for review and approval, and the CIP will be amended. However, until full funding is secured, the City will not execute these projects.

Further, until the projects are feasible, no operations and maintenance costs will be determined.



Unfunded Project Listing

Project Name	Total	2019	2020	2021	2022	2023	2024
Transportation Projects							
East Gateway Urban Village "Spine Road" West Connection (Phase 1)	\$4,500,000	\$0	\$500,000	\$4,000,000	\$0	\$0	\$0
East Gateway Urban Village "Spine Road" East Connection (Phase 2)	\$6,000,000	\$0	\$0	\$0	\$2,000,000	\$750,000	\$3,250,000
SR 96 and Dumas Road Intersection Improvements	\$5,390,000	\$0	\$0	\$0	\$200,000	\$5,190,000	\$0
SR 96 at 35th Avenue Intersection Improvements	\$3,460,000	\$0	\$150,000	\$3,310,000	\$0	\$0	\$0
SR 527 / 164th Street Intersection Improvements	\$2,090,000	\$0	\$0	\$250,000	\$1,840,000	\$0	\$0
SR 527 / SR96 Intersection Improvements	\$9,460,000	\$0	\$0	\$0	\$0	\$860,000	\$8,600,000
(Old) Seattle Hill Road at SR 527	\$1,150,000	\$0	\$150,000	\$1,000,000	\$0	\$0	\$0
164th Street SE at Mill Creek Boulevard Intersection Improvements	\$7,370,000	\$0	\$0	\$0	\$0	\$670,000	\$6,700,000
Transportation Project Totals	\$39,420,000	\$0	\$800,000	\$8,560,000	\$4,040,000	\$7,470,000	\$18,550,000
Storm Water Management Projects							
164th Street SE East Basin Surface Water Retrofit	\$502,500	\$0	\$0	\$50,000	\$450,000	\$0	\$2,500
Lower Mill Creek Road Basin Surface Water Retrofit	\$252,500	\$0	\$50,000	\$200,000	\$0	\$2,500	\$0
Surface Water Project Totals	\$755,000	\$0	\$50,000	\$250,000	\$450,000	\$2,500	\$2,500
Unfunded Totals All Project Categories	\$40,175,000	\$0	\$850,000	\$8,810,000	\$4,490,000	\$7,472,500	\$18,552,500



PROJECT NAME:	EGUV Spine Road West Connection (Phase 1)
PROJECT #:	19-ROAD-15

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Community Preservation, Civic Pride, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Partial right-of-way purchase will be needed at two parcels for subsequent roadway design and construction. A 72 LF right of way width is needed for the "Spine Road." **Beyond the purchase of the right of way in 2019, work does not yet have funds committed.**

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design		\$ -	\$ 300,000					\$ 300,000
Right-of-Way			\$ 200,000					\$ 200,000
Construction				\$ 4,000,000				\$ 4,000,000
Total Project Expenditures	\$ -	\$ -	\$ 500,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 4,500,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Road Mitigation Funds								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	EGUV Spine Road East Connection (Phase 2)
PROJECT #:	19-ROAD-15

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Community Preservation, Civic Pride, Public Safety, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 The East Gateway Urban Village (EGUV) subarea plan was designed with internal access provided via a "Spine Road." Several parcels in the East Gateway Urban Village have developed or are proposed for development and construction of the "Spine Road" has been a condition of approval for these developments. Right-of-way was dedicated as part of the approval of the Polygon Apartments/Townhome development, the Gateway Building, the Vintage and would be required with The Farm (project application submitted in 2018). This project will complete the "Spine Road" from 39th Ave. SE to 44th Ave. SE. Partial right-of-way purchase will be needed at two parcels for subsequent roadway design and construction. A 72 LF right of way width is needed for the "Spine Road."

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction		\$ -			\$ 2,000,000	\$ 750,000	\$ 3,250,000	\$ 6,000,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 750,000	\$ 3,250,000	\$ 6,000,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Road Mitigation Funds								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	SR 96 at Dumas Road Intersection Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION

Operations at this intersection do not meet LOS guidelines primarily due to the existing split phasing required for traffic on Dumas Road/Elgin Way. The current channelization provides an exclusive left-turn lane and a shared left/through/right lane for northbound traffic. In addition to high through volumes on SR 96, this intersection has a high number of left turns from northbound Dumas Road to westbound SR 96 (529 vehicles in the 2040 PM peak hour). Installing a second northbound left-turn lane for northbound Dumas Road and a shared through/right-turn lane allows protected left-turn phases on each approach. This modification, in combination with optimizing timings, will reduce the average control delay by over 10 seconds per vehicle, resulting in LOS D.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
					\$ 5,190,000			\$ 5,190,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 5,190,000	\$ -	\$ -	\$ 5,190,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	SR 96th at 35th Avenue Intersection Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
35th Avenue SE has high left-turn movement volumes onto SR 96. Two left-turn lanes are provided for southbound traffic, but northbound users only have one. This intersection currently has a Level of Service E with an average vehicle delay of 71.7 seconds. Adding a second northbound left-turn lane and optimizing signal timing improves intersection operations to an average delay of 55.3 seconds per vehicle.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
				\$ 3,310,000				\$ 3,310,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ -	\$ 3,310,000	\$ -	\$ -	\$ -	\$ 3,310,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	SR 527 / 164th Street Intersection Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 This location is an intersection of two major arterials that connect users to regional destinations. The critical movement at this intersection is the eastbound left-turn movement, which is projected to have over 300 vehicles in the 2040 PM peak hour. Currently, this movement is served by a single left-turn lane with short storage length in order to maintain access to properties north of 164th Street SE. Removing the property access to the north, extending the turn-lane storage length, and optimizing the traffic signal timing can reduce delays to 80 seconds per vehicle and achieve a Level of Service E. Community Transit's BRT Orange Line is planned to connect from the Lynnwood Light Rail station east on 164th Street SE, turn around and return west on 164th Street SE. Intersection improvements at this location will be vital to the success of the Orange Line.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
			\$ 1,840,000					\$ 1,840,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 1,840,000	\$ -	\$ -	\$ -	\$ -	\$ 1,840,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	SR 527 / SR 96 Intersection Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
This project proposes to add an additional Eastbound/Westbound through lane, install intelligent transportation systems (ITS) infrastructure to direct traffic to use alternate routes which may include 16th Ave. SE or Dumas Road.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
						\$ 860,000	\$ 8,600,000	\$ 9,460,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 860,000	\$ 8,600,000	\$ 9,460,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	Old Seattle Hill Road at SR 527 Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
The project consists of intersection control improvements coordinated by the City of Mill Creek, Snohomish County and the Washington State Department of Transportation.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
			\$ 150,000	\$ 1,000,000				\$ 1,150,000
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ 150,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,150,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	164th Street SE at Mill Creek Blvd Intersection Improvements
PROJECT #:	

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Transportation
TYPE	Construction

STRATEGIC PRIORITY
Public Safety, Leadership, Long-Term Planning

DESCRIPTION / JUSTIFICATION
 This intersection has a high volume left-turn movement, which results in a Level of Service F. Eastbound left-turn volumes exceed 500 vehicles in the PM peak hour, while the remaining approaches have over 100 vehicles per hour each. Currently, each approach has one left-turn lane. Adding an additional eastbound left-turn lane and optimizing signal timings will decrease the average delay per vehicle by around 40 seconds, resulting in a Level of Service E. This modification will require an additional receiving lane on the north leg, likely terminating at the intersection of Mill Creek Boulevard and 161st Street SE.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
						\$ 670,000	\$ 6,700,000	\$ 7,370,000
								\$ -
								\$ -
Total Project Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 670,000	\$ 6,700,000	\$ 7,370,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	164th Street SE East Basin Surface Water Retrofit
PROJECT #:	SW-25

Stormwater Management Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Surface Water
TYPE	Construction

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION

In 2012, the Snohomish Conservation District prepared a report for the City evaluating water quality treatment for stormwater runoff from seven undertreated drainage basins identified and prioritized by the City. Many portions of the impervious surface within the City receive little or no water quality treatment prior to discharge into North Creek or Penny Creek. The report details the existing conditions and explores a number of retrofit solutions for providing treatment to the runoff from these areas. The highest priority retrofit project was the design and construction of a filter vault system for the existing drainage system in 164th Street SE to treat the surface water runoff into North Creek. The retrofit system would only treat the drainage on 164th Street SE between North Creek and SR 527. This section of 164th Street SE has no treatment system for surface water. It has very high vehicle traffic, and is probably the single highest source of vehicle related pollutants in Mill Creek discharged directly into a water body. Replacement of the filter cartridges will be necessary on an annual or biennial basis.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design				\$ 50,000				\$ 50,000
Construction					\$ 450,000			\$ 450,000
Operations & Maintenance							\$ 2,500	\$ 2,500
Total Project Expenditures	\$ -	\$ -	\$ -	\$ 50,000	\$ 450,000	\$ -	\$ 2,500	\$ 502,500

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Surface Water Utility								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PROJECT NAME:	Lower Mill Creek Road Basin Surface Water Retrofit
PROJECT #:	SW-26

Stormwater Management Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Surface Water
TYPE	Construction

STRATEGIC PRIORITY
Fiscal Responsibility, Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION

In 2012, the Snohomish Conservation District prepared a report for the City evaluating water quality treatment for stormwater runoff from seven undertreated drainage basins identified and prioritized by the City. Many portions of the impervious surface within the City receive little or no water quality treatment prior to discharge into North Creek or Penny Creek. The report details the existing conditions and explores a number of retrofit solutions for providing treatment to the runoff from these areas. The second highest priority retrofit project was the design and construction of a filter vault retrofit for the drainage system on the lower segment of Mill Creek Road that drains into Penny Creek. The existing drainage system for Mill Creek Road east of SR 527 discharges directly into Penny Creek without any water quality treatment. Pollutants from vehicles or spills enter the creek without any form of treatment. The proposed retrofit would install a filter vault system that would treat the drainage water prior to entering Penny Creek. This retrofit would improve water quality and reduce risk exposure for non-compliance with our National Pollution Discharge Elimination System (NPDES) permit.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Design			\$ 50,000					\$ 50,000
Construction				\$ 200,000				\$ 200,000
Operations & Maintenance						\$ 2,500		\$ 2,500
Total Project Expenditures	\$ -	\$ -	\$ 50,000	\$ 200,000	\$ -	\$ 2,500	\$ -	\$ 252,500

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Surface Water Utility								\$ -
								\$ -
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



2019-2024 Capital Improvement Plan Prepared By





Agenda Item # I
 Meeting Date: **October 9, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: STUDY SESSION: SURFACE WATER RATE SETTING FUNDAMENTALS

ACTION REQUESTED:

No action required. Information provided for Council review and discussion.

KEY FACTS AND INFORMATION SUMMARY:

In November of 1999, the City established a Surface Water Utility, adopting a monthly rate of \$6.50 per Equivalent Service Unit (ESU) which equates to annual rate of \$78 per household. The rate was anticipated to provide sufficient funding for utility operations and capital improvements through 2005. Since 1999, the surface water rate has remained unchanged.

The City of Mill Creek executed Contract 2018-1467 with FCS Group for the purposes of updating its surface water rate. The Scope of Services includes both a surface water policy review and a financial plan (including a rate forecast). The presentation by FCS Group on Surface Water Rate Setting Fundamentals (Attachment A) will provide an overview of the goals of a surface water system and key characteristics of a Surface Water Utility Rate Study.

The proposed 2019-2024 Capital Improvement Plan (CIP) includes a Surface Water Aging Infrastructure Program estimated at \$4,687,500 over the six year plan duration. The proposed CIP addresses all of the F graded pipe failures and five of the C graded failure "project bundles". Important caveats to the 2019-2024 CIP include the following:

- Under the City's current monthly rate of \$6.50 per ESU, the implementation of the proposed Surface Water Aging Infrastructure Program is not financially feasible.
- The implementation of *all* C graded pipe repairs extends two years past the proposed 2019-2024 CIP.
- Pertect's scope of work only addressed *larger* pipes (diameter of 18 inches or greater) which represent approximately fourteen percent of the City's total surface water pipe system. To this date, *smaller* pipes with a diameter of 18 inches or less have not been inspected, assessed nor prioritized.

Currently, Council is scheduled to consider the Surface Water Utility Rate on three additional date:

- October 23rd Study Session
- November 13th Public Hearing
- November 27th Adoption of Surface Water Utility Rate (Ordinance)

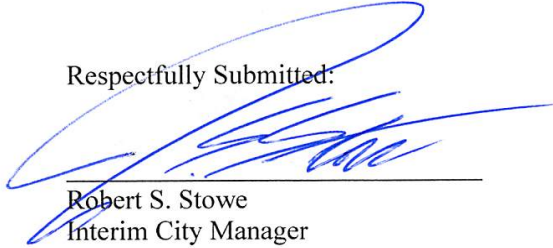
CITY MANAGER RECOMMENDATION:

N/A

ATTACHMENTS:

- Attachment A: FCS Group PowerPoint Presentation

Respectfully Submitted:



Robert S. Stowe
Interim City Manager



City Council Workshop



Surface Water Rate Setting Fundamentals

Presented by:
John Ghilarducci, Principal
Sergey Tarasov, Project Manager

October 9, 2018





Presentation Overview

- ◆ **Background**
 - City Surface Water System
 - Existing Surface Water Rates
- ◆ **Surface Water Rate Study**
 - Why are rate studies important?
 - Key rate study steps:
 - Revenue Requirement
 - Rate Structures/ Rate Credits
 - Capital Facilities Charges
- ◆ **Questions/discussion**

City of Mill Creek Surface Water System

◆ Goals

- Control storm water runoff and erosion
- Prevent flooding
- Protect water quality
- Rehabilitate stream and drainage corridors to benefit salmon and wildlife habitat
- Comply with National Pollutant Discharge Elimination System (NPDES) Phase 2 municipal surface water permit requirements

◆ System Characteristics

- 38 different detention and water quality facilities, including ponds, vaults, and detention pipes
- More than 2,900 catch basins
- 50 miles of pipe





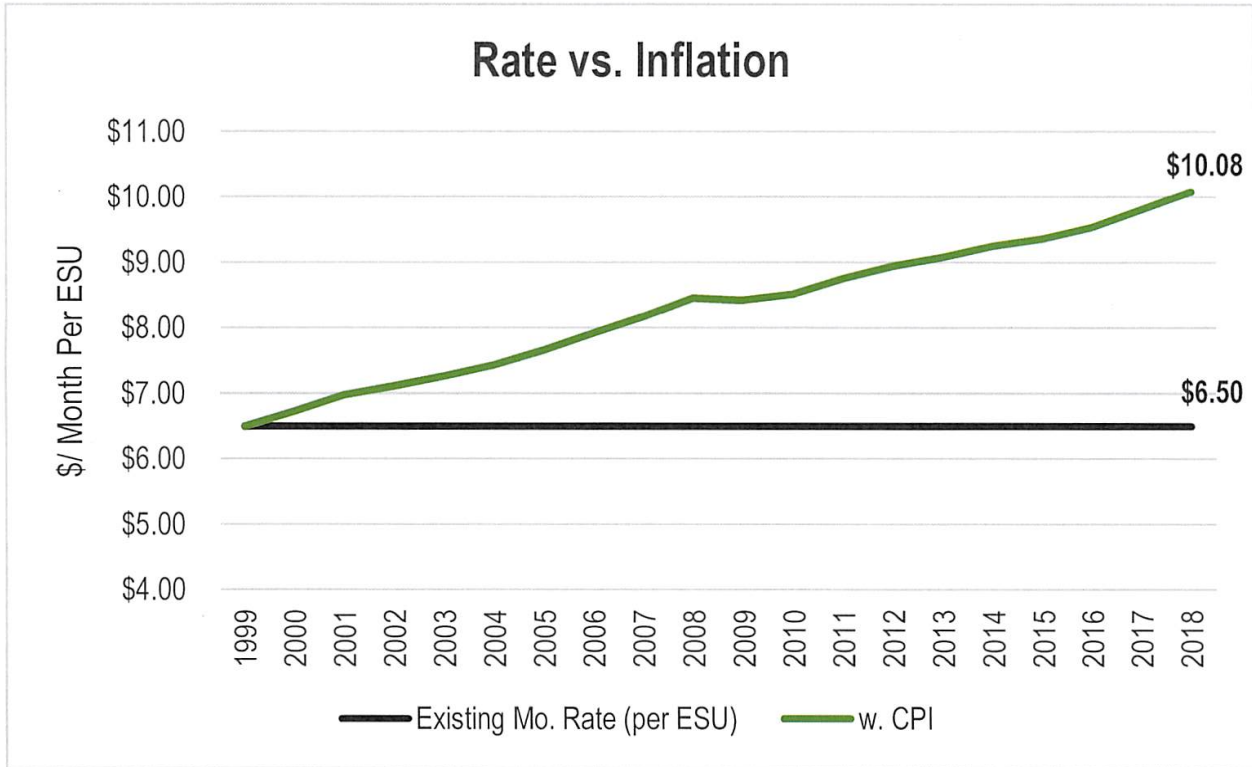
Existing Surface Water Rates

	Monthly	Annual	Charge Basis
Single-Family Residential	\$6.50	\$78	per unit
Duplex	\$6.50	\$78	per unit
All Other Developed Parcels	\$6.50	\$78	per ESU*
Undeveloped Parcels	No Charge		
City Roads	No Charge		
State Roads	No Charge		

*1 ESU = 3,000 impervious square feet

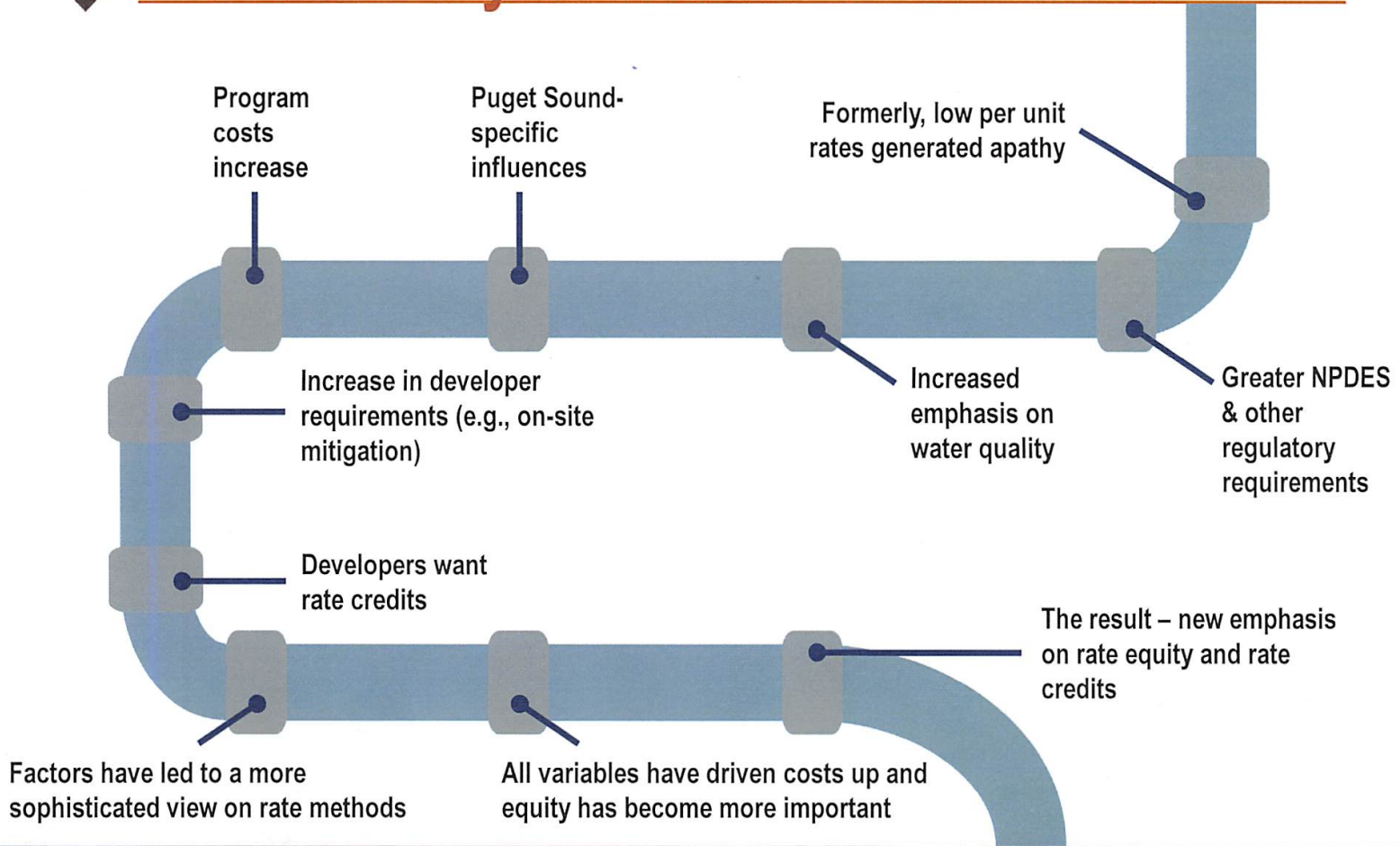


Rate History





Brief History of Surface Water Rates





Surface Water Rate Study



Why Are Rate Studies Important?

- ◆ Help to maintain the long-term health and integrity of the utility system
- ◆ Quantify policies, priorities, and initiatives
- ◆ Track cost information
- ◆ Communicate financial decisions and their impact
- ◆ Management tool



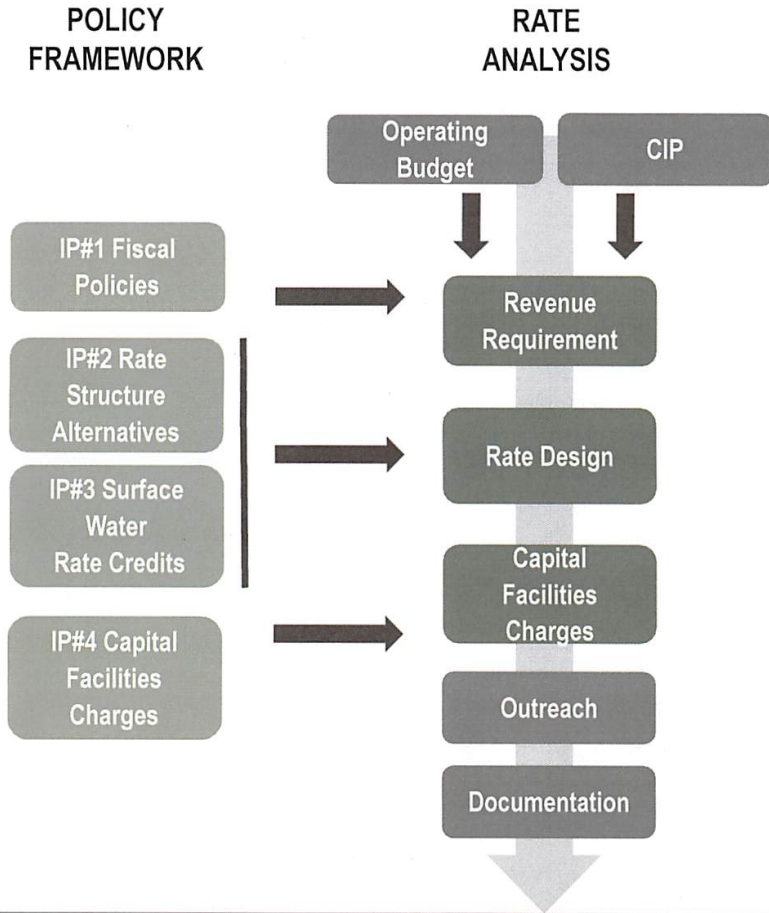
A Successful Rate Study is...

- ◆ **A blend of information and expertise from ALL departments:**
 - Finance
 - Engineering
 - Customer Service
 - Administration
 - Council

.....NOT simply just a
financial exercise!



Overview of Rate Setting Process





Revenue Requirement

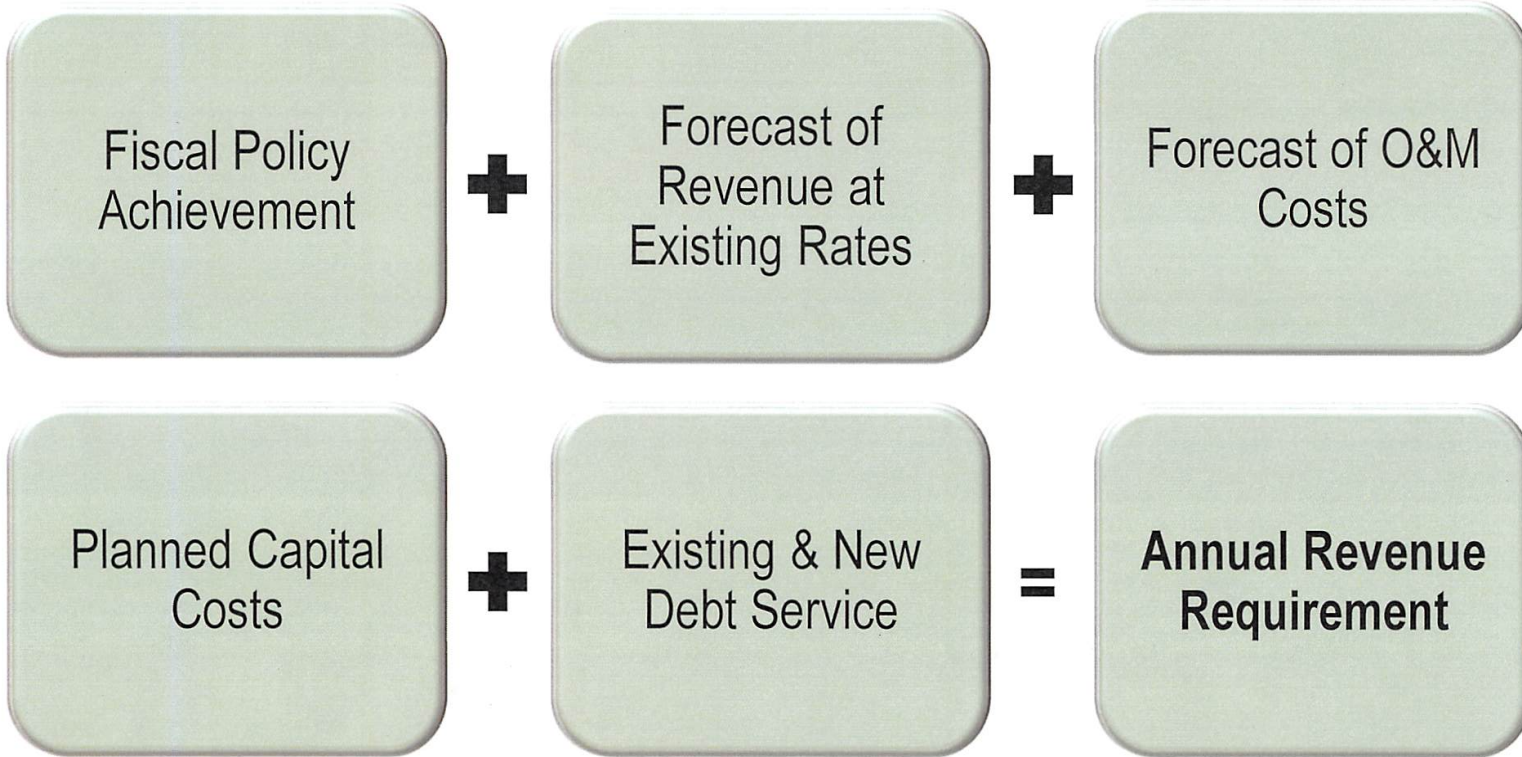


Revenue Requirement Objectives

- ◆ **Determine the amount of annual revenue necessary to fund all financial obligations**
 - Operating expenses
 - Debt service (principal & interest)
 - Capital costs and funding approach
- ◆ **Meet financial parameters and targets**
 - Target debt service coverage ratios
 - Maintain target reserve balances
- ◆ **Evaluate revenue sufficiency over a multi-year period**
- ◆ **Develop rate plan to balance financial needs and minimize customer impacts**



Revenue Requirement Elements



Two Key Cost Areas

Operations & Maintenance	Capital Infrastructure
<ul style="list-style-type: none">◆ Regular, ongoing activities◆ Highly time & schedule sensitive◆ Predictable, steady spending patterns◆ Predictable, regular funding source	<ul style="list-style-type: none">◆ Large, discrete projects◆ Limited time, schedule sensitivity◆ Long-term in nature◆ Inconsistent, varied spending patterns◆ Inconsistent, varied funding sources

Separating operating and capital activities facilitates more accurate forecasting



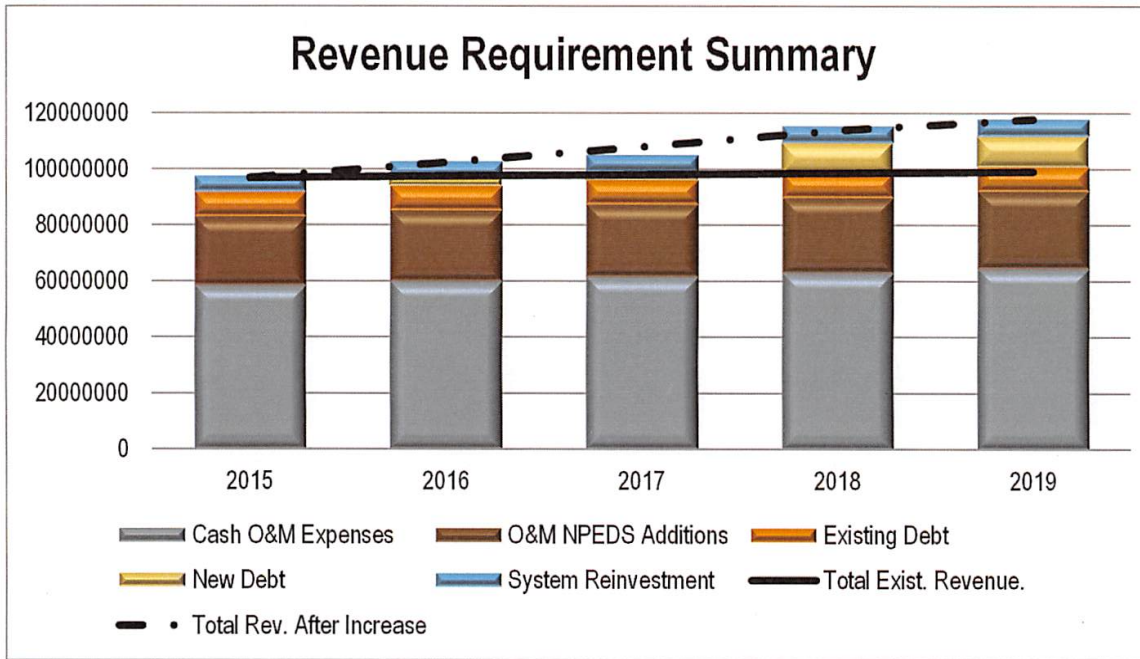
Capital Cost Considerations

◆ Funding Philosophy

- Cash (pay-as-you-go)- Higher Near Term Rates
 - Existing customers pay 100% of initial costs
- Debt Financing – Lowest Near-Term Rates
 - Mitigates immediate rate impacts of costly capital
 - More closely matches costs to useful life of asset
 - Spreads costs between existing and future ratepayers
 - Debt capacity may be an issue
 - Low interest options may be available
- Hybrid
 - Define a reasonable basis for cash/rate funding (R&R projects?)
 - Evaluate need for debt (large, long life projects)
 - Aligns funding with nature of capital project



Revenue Requirement = Overall Revenue Needs



- ◆ Identifies total financial obligations
- ◆ Evaluates sufficiency of existing rates
- ◆ Develops annual rate strategy

Graph is example only



Service Level Matrix

Service Level	Stormwater Program Component						
	Capital			Maintenance	Water Quality	Public Education	Administration
	Drainage	WQ / Habitat	System Rehab				
Status Quo	Existing	Unfunded	Limited Repair Projects	Reactive System Maintenance	Minimum Regulatory Requirements	Existing	General Fund Transfers; Billing & Collection
	\$\$		\$	\$\$	\$	\$	\$\$
Proactive	Fix Severe Problems	Grant Funded Only	Repair Some With Proactive Rehab	Maintenance at Prescribed Frequencies	Minimum Regulatory Requirements	Existing	General Fund Transfers; Billing & Collection
	\$\$\$	\$	\$\$	\$\$\$	\$	\$	\$\$
Optimal	Fix Severe and Moderate Problems	Grant Funded and City Funding	Full Assest Management	Full Assest Management	Forecasted Regulatory Requirments	Expanded Program	General Fund Transfers; Billing & Collection
	\$\$\$\$	\$\$\$	\$\$\$\$	\$\$\$\$	\$\$	\$\$	\$\$



Rate Survey



♦ **Notes:**

- City of Bellevue rates are based on moderate development, includes billing charge.
- Snohomish County rates include the Urban Growth surcharge.
- City of Bothell rates are assessed on an acre basis. Rate comparison based on 3,000 sqft. of impervious surface area.



Rate Credits

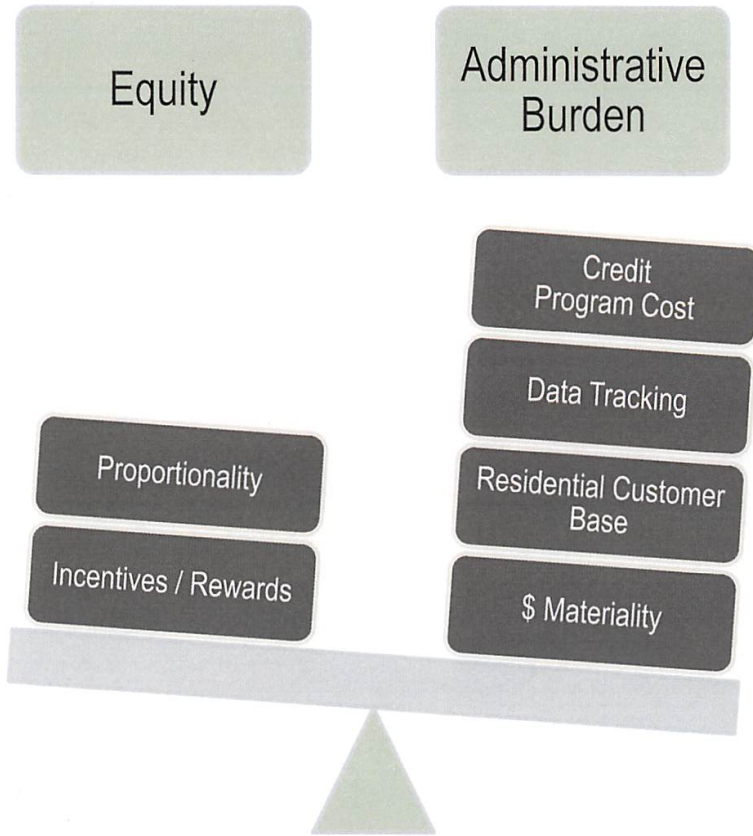


Rate Credits for On-Site Mitigation

- ◆ **Fee-for-Service Concept**
 - Goal: Nexus between amount paid and service received
 - Credits provided should approximate cost savings to utility
- ◆ **Credits for Meeting or Exceeding Standards**
- ◆ **Single Family Residences**
 - Often not provided
 - Materiality



The Rate Credit Decision





Capital Facilities Charges

What are Capital Facilities Charges?

- ◆ **One-time fees imposed on development as a condition of service**
 - CFCs are not ongoing rates
 - Properties which are already developed do not pay connection charges unless they “redevelop”
 - CFCs may be used for capital only
 - Direct capital funding
 - Payment of debt service
 - May include both future and existing components
 - CFCs are for general facilities not “local” facilities

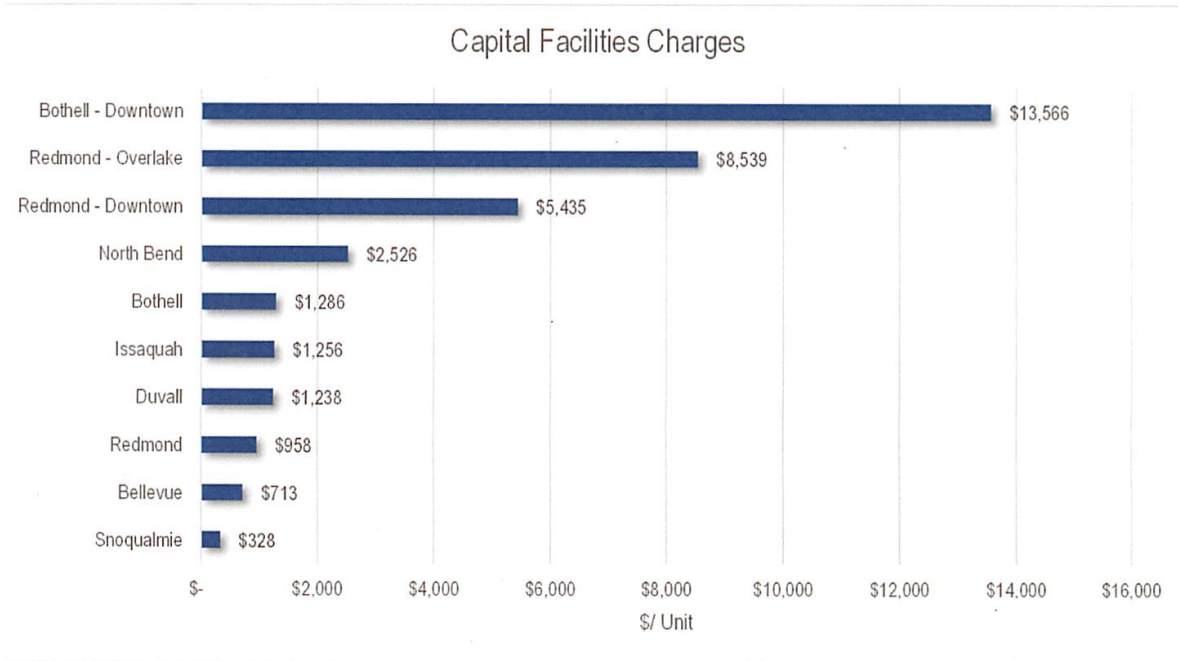


General Principles

- ◆ **Based on the “cost of the system”**
 - Includes existing assets and future capital projects
 - Boe v. Seattle: CFCs must be based on original cost, not replacement cost
- ◆ **Are imposed in proportion to system demand**
- ◆ **Can be used to fund capital projects or debt service**
 - May be able to defer some projects if growth does not occur
 - Prudent to limit reliance on CFCs to meet bond coverage requirements
 - CFCs cannot be used to fund operations

$$\text{CFC} = \frac{\text{Allocable Cost}}{\text{Customer Base}}$$

CFC Survey



- ◆ **Notes:**
 - City of Bellevue charges are based on a CRC charge of \$5.94 per month for 10 years.



Next Steps

- ◆ **Incorporate Council Feedback**
- ◆ **Develop Analyses**
 - Revenue Requirement
 - Rate Structure / Credits
 - Capital Facilities Charges
- ◆ **Present Findings to Council**
- ◆ **Consider Adoption Effective January 2019**

Questions?



Agenda Item # J
Meeting Date: October 9, 2018

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **ORDINANCE TO AMEND SECTION 10.08.030 OF THE MILL CREEK MUNICIPAL CODE LOWERING THE SPEED LIMIT ON STATE ROUTE 96 WITHIN THE CITY LIMITS TO 35 MILES PER HOUR, BETWEEN DUMAS ROAD AND SEATTLE HILL ROAD**

PROPOSED MOTION:

No action required. Information provided for Council review and direction.

KEY FACTS AND INFORMATION SUMMARY:

State Route 96 (SR 96), also known as 132nd Street SE within City boundaries, is a major east/west arterial that connects much of the City of Mill Creek and the eastern portion of South Snohomish County to Interstate 5. This area has experienced significant growth over the past two decades, which has resulted in a significant amount of traffic utilizing SR 96. In 2015, approximately 35,000 vehicles per day used SR 96. This number is expected to rise to 40,000 trips per day by 2040.

The SR 96 corridor is situated in an urban setting and has both residential and commercial uses in close proximity. Additionally, there are residential uses located directly across the street from commercial uses, often several hundred feet from a convenient and safe place to cross. This has led to areas where pedestrians regularly attempt to cross SR 96 mid-block instead of at a controlled signalized intersection.

From 2012-2016, fifty eight pedestrian and bicycle crashes occurred throughout the City of Mill Creek. Seven of these crashes were fatalities/serious injuries. Attachment A is a “heat map” that illustrates *frequency* of all crash categories within City boundaries. Pedestrian and bicycle crashes are typically divided in three categories: no injury/injury, serious injury and fatality.

From 2017 through early October 2018, a period of time beyond the data represented in Attachment A, two serious pedestrian/vehicle crashes occurred on SR 96. Both accidents occurred at mid-block locations of SR 96. Data collected by WSDOT in October 2017 (Attachment B), confirms a pattern of unsafe mid-block pedestrian crossings occurring west of 35th Ave. SE. The peak recorded number of mid-block crossings at this particular location was thirteen in a one hour period.

There are multiple factors that can contribute to pedestrian/vehicular crashes: weather, lighting, roadway surface type, roadway geometry, pedestrian contributing factors and driver

City Council Agenda Summary
Page 2

circumstances . Some *driver contributing factors* include: exceeding safe/stated speed, influence of alcohol/drugs, inattention/distraction, fatigue, driver asleep, and improper passing. WSDOT data reveals that, for the serious injury/fatalities crashes category, the primary *driver contributor factor* for pedestrian/vehicular crashes in the City of Mill Creek is exceeding speed.

City, WSDOT, County and Everett School District staff have met on several occasions to discuss actions that could be taken to reduce the frequency of pedestrian/vehicle crashes on SR 96. As a result of these discussions, the City and WSDOT staff are proposing to reduce the speed from 45 mph (miles per hour) to 35 mph within the City limits. West of City limits, the speed limit on SR 96 is 35 mph. East of the City limits, the corridor has a speed limit of 45 mph.

Another project is being pursued to increase pedestrian/vehicular safety on SR 96. That is, the installation of a HAWK (High-Intensity Activated crosswalk) signal west of 35th Ave. SE. A HAWK signal is a pedestrian activated signal beacon designed to help pedestrians safely cross busy streets. In spring 2018, staff submitted two State grant applications for this project- announcements are scheduled for December 2018. The project is included in the proposed 2019-2024 Capital Improvement Plan.

City Ordinance adoption is a required step in WSDOT's official approval process for lowering speed limits on State Routes. Ordinance adoption does not guarantee that the speed reduction will be approved by the State.

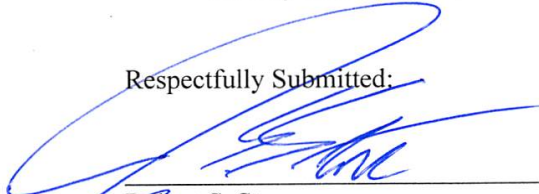
CITY MANAGER RECOMMENDATION:

Consider the attached ordinance reducing the maximum speed limit on State Route 96 to 35 miles per hour at the October 23, 2018 meeting.

ATTACHMENTS:

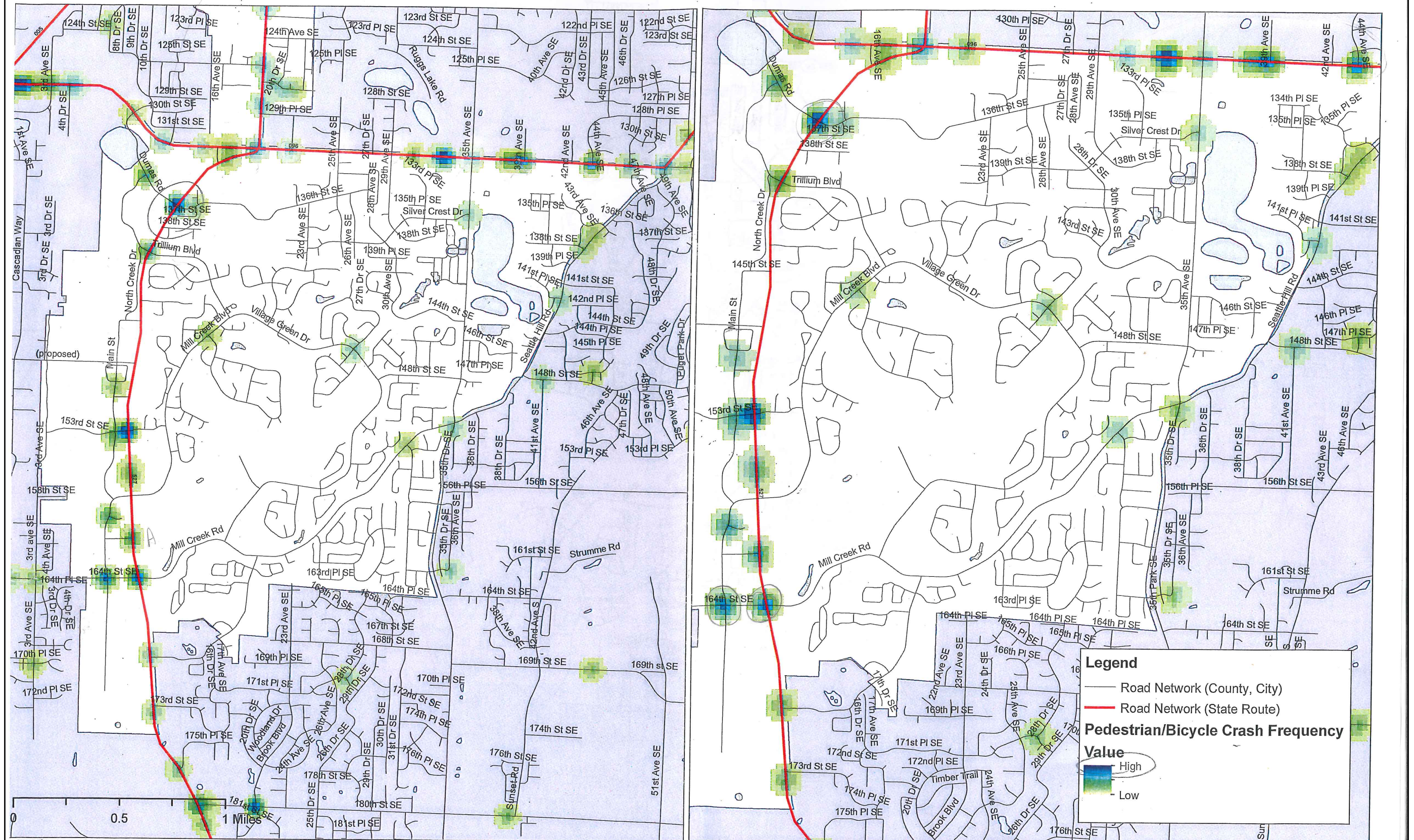
- Attachment A: 2012-2016 Pedestrian and Bicycle Crash Frequency Map
- Attachment B: Pedestrian mid-block data on SR 96, west of 35th Ave. SE
- Attachment C: Proposed ordinance reducing the maximum speed limit on SR 96, within the City of Mill Creek, from 45 miles per hour to 35 miles per hour.

Respectfully Submitted:



Robert S. Stowe
Interim City Manager

Pedestrian and Bicycle Crash Frequency Map 2012 to 2016 - Mill Creek



ORDINANCE NO. 2018-____

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON,
AMENDING SECTION 10.08.030 OF THE MILL CREEK MUNICIPAL
CODE TO LOWER THE SPEED LIMIT ON STATE ROUTE 96 WITHIN
THE MILL CREEK CITY LIMITS, BETWEEN MILEPOST 0.72 AND
MILEPOST 3.28; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, State Route 96 (“SR 96”), also known as 132nd Street Southeast, is a major east/west arterial connecting the City of Mill Creek, the City of Snohomish, South Everett, and Unincorporated Snohomish County situated east of Mill Creek; and

WHEREAS, SR 96 receives approximately 35,000 vehicular trips per day; and

WHEREAS, there are residential and commercial uses along and adjacent to both sides of SR 96, which causes a large number of pedestrians to cross the street at uncontrolled intersections; and

WHEREAS, the pedestrian use of uncontrolled intersections has created an increase in the number of significant accidents on SR 96; and

WHEREAS, City staff and WSDOT have identified that reducing the speed limit on SR 96 would create safer traveling conditions for both pedestrians and drivers; and

WHEREAS, WSDOT protocol’s require the City to adopt an ordinance to reduce the speed limit of SR 96 from 45 mph to 35 mph;

{EFM1794776.DOC;2/05739.000003/ }

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

Section 1. The City Council desires to amend MCMC Section 10.08.030 (Decrease of state law maximum speed) Table 10-2 to add an additional section stating that the maximum speed limit of SR 96, from mile post 0.72 to mile post 3.28 is 35 mph.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force not less than five (5) days after the date of publication and upon installation of the reduced speed limit signs by the Washington State Department of Transportation.

Adopted this _____ day of _____, 2018, by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

MAYOR PAM PRUITT

ATTEST/AUTHENTICATED:

GINA PFISTER, ACTING 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: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO.: _____

{EFM1794776.DOC;2/05739.000003/ }



Date: October 9, 2018

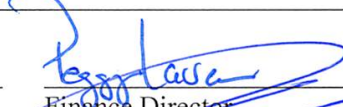
A/P Check Batches		
Dated	Check Numbers	Amount
09/25/2018	ACH Debit-Dept of Rev-Sales Tax	\$3,195.47
09/28/2018	59209-59265	\$231,936.05
10/02/2018	59266-59268	\$9,758.15
Total		\$244,889.67

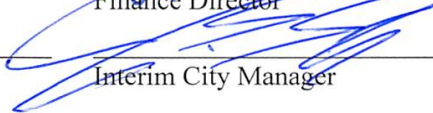
Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 59209 through 59268, in the amount of \$244,889.67.

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

Councilmember 
Finance Director

Councilmember 
Interim City Manager

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

Business Licensing and Taxes

My DOR

Return Payment

Welcome, Sandra Kottke

Settings

Help

Log Out

Home Return Payment for \$3,195.47 Aug-31-2018 Return Payment

Return Payment

CITY OF MILL CREEK
600-598-011
Excise Tax
600-598-011
Aug-31-2018
\$3,195.47

Applies To

Aug-31-2018

3,195.47

History

Source : ACH Debit
Posted : Sep-25-2018
Received : Sep-25-2018

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 10/4/2018 9:49 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59209	911SUPPL 62516 65206	911 Supply Inc Patch Installations/Name Tape Embroidery/Pane Dress Uniform-N Lewis	09/28/2018		466.31 84.45
Total for Check Number 59209:				0.00	550.76
59210	ALEXPRCO 56983	Alexander Printing Company Inc 500-Property Safekeeping Notice	09/28/2018		220.52
Total for Check Number 59210:				0.00	220.52
59211	ALLBATRY 800-10038844	All Battery Sales & Service Bolt-Bucket Truck Starter Repair	09/28/2018		2.24
Total for Check Number 59211:				0.00	2.24
59212	ALTECIND 50291052	Altec Industries Inc Annual Inspection/Testing-PW #8	09/28/2018		1,037.26
Total for Check Number 59212:				0.00	1,037.26
59213	BANKCARE	Bank of America	09/28/2018		
	1	Refund-Paper-Advanced Collision Class			-18.76
	10	USPS Chg-Returned 2017 Great Garden Awards			7.20
	11	Epson Pro EX9220 1080p Wireless Projector			800.43
	12	Sensor Cloud Monitoring Fee			10.94
	13	Toll Chgs-PSO Car #32			11.75
	14	30-USB Lanyards-Officers			7.72
	15	Supplies-Advanced Collision Class			75.59
	16	8-Paper Weights-Great Garden Awards			167.35
	17	Shelving-Evidence Room			21.59
	18	Toll Chgs-PSO Car #32			2.75
	19	Required Equip-Sniper Training-B Phillips			32.29
	2	NASRO Conf-J Saga			495.00
	20	Refreshments-Eat the Rainbow Wellness Event			47.48
	21	Protech Pouch-TP17A			41.43
	22	Required Equip-Sniper Training-B Phillips			151.19
	23	4-Digital Pocket Scales			48.52
	24	Surge Protector			39.72
	25	IAPE Property/Evidence Mgmt Class-J Lee, L P			600.00
	26	Disinfecting Wipes-City Events Trailer			66.10
	27	Master Lock-City Events Trailer			10.48
	28	Required Equip-Sniper Training-B Phillips			23.78
	29	MyBuildingPermit.com Monthly Fee			59.95
	3	SnoCo Parking 08/07 ADA Training-L Celustka			6.00
	4	Toll Chgs-Car #33			12.00
	5	5 Great Garden Awards			212.33
	6	Toll Chgs-Car #43			9.30
	7	Advertising-Farmers Market			150.21
	7a	Advertising-US 2 Closure			159.86

AGENDA ITEM #K.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	8	Advertising-Farmers Market			6.20
	8a	Advertising-US 2 Closure			40.14
	9	Fujitsu Scanner Cleaner/Cleaning Paper			60.70
			Total for Check Number 59213:	0.00	3,359.24
59214	BANKCR16	Bank of America	09/28/2018		
	1	MC Rotary Mtg 08/08-T Rogers			17.00
	2	MC Rotary Mtg 08/29-T Rogers			17.00
	3	WSAPT Fall Conf-K Mason-Hatt			200.00
	4	APA & AICP Membership Dues-C Amrine			473.00
	5	Planning Directors Conf-T Rogers			350.00
			Total for Check Number 59214:	0.00	1,057.00
59215	BANKCR20	Business Card	09/28/2018		
	1	Electric Box & Fittings-Heron Park			5.76
	10	Supplies-Super Glue			13.20
	11	7pc Saw Set			27.58
	12	Ant Traps			4.37
	13	Hornet Kit			7.22
	14	Ceiling Tiles-CHS			158.61
	15	Striper Fittings			8.48
	2	Washers-Pine Meadow			2.54
	3	Bolts/Washers-Street Signs			19.24
	4	Hydraulic Hoses-PW #9			96.68
	5	Key Tags/Building Hardware			34.97
	6	Extension Cord-PD			10.47
	6a	Sign Bolt			23.84
	7	Fridge Vent-PD			16.48
	8	Round Grommet			5.50
	9	Pipe Repair-Heron Park			85.16
			Total for Check Number 59215:	0.00	520.10
59216	BANKCR25	Business Card	09/28/2018		
	1	Advertising Programs-Fall Events			500.00
	2	5 Small Birdhouse Geocache Containers			66.18
	3	Lunch 08/15 Trail Pick-Up-YAB Volunteers			86.39
	4	WRPA Conference-J Sandstrom			299.00
	5	Transportation 09/04 3CMA Conf-J Kirk			67.18
	6	Transportation 09/04 3CMA Conf-J Kirk			10.07
	7	Transportation 09/04 3CMA Conf-J Kirk			36.22
	8	MCBA Board Lunch Mtg 09/04-J Kirk			10.14
			Total for Check Number 59216:	0.00	1,075.18
59217	BANKCR26	Business Card	09/28/2018		
	1	WMCA Fall Conf 2018-G Pfister			250.00
			Total for Check Number 59217:	0.00	250.00
59218	BHCCONS 0010242	BHC Consultants, LLC Bldg Insp & Plan Review Services 07/28-08/24	09/28/2018		9,538.03
			Total for Check Number 59218:	0.00	9,538.03
59219	BLUELINE 15550	The BlueLine Group Sweetwater Ranch Sinkhole-Construction Inspec	09/28/2018		1,233.75
			Total for Check Number 59219:	0.00	1,233.75

AGENDA ITEM #K.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59220	BRUCEDEE 6110	Bruce Dees & Associates LLC Consulting Services-MCSP Turf & Lighting	09/28/2018		18,539.31
			Total for Check Number 59220:	0.00	18,539.31
59221	CBALDES HPP-1	Christopher Baldwin Design Design Services-Historical Preservation Project	09/28/2018		2,500.00
			Total for Check Number 59221:	0.00	2,500.00
59222	CINTAS 460459777 460459777a	Cintas Corporation Loc. #460 Floor Mat Service 09/14 Floor Mat Service 09/14	09/28/2018		96.19 56.03
			Total for Check Number 59222:	0.00	152.22
59223	CIVICPLS 177900	CivicPlus Prof Serv-Custom Programming	09/28/2018		441.60
			Total for Check Number 59223:	0.00	441.60
59224	COHENLAW 415-001M-3	Cohen Law Group Contract No. 2017-1326 Prof Services	09/28/2018		1,770.00
			Total for Check Number 59224:	0.00	1,770.00
59225	COLATHSL 613	Columbia Athletic Club- Silver Lake Run With Heart Sponsorship-Community Transi	09/28/2018		1,000.00
			Total for Check Number 59225:	0.00	1,000.00
59226	COPIETC AR35210	Copiers Etcetera, Inc. Repairs & Maint-Copy Machines	09/28/2018		1,153.68
			Total for Check Number 59226:	0.00	1,153.68
59227	DEPTL&i1 233293	Dept of Labor & Industries Elevator Operating Permit-CHN 11/01/18-11/01/	09/28/2018		129.00
			Total for Check Number 59227:	0.00	129.00
59228	DRAJESKD Reimb	David Drajeske Landscaping Removal Reimb-Sweetwater Rancf	09/28/2018		50.00
			Total for Check Number 59228:	0.00	50.00
59229	ECKARDG Refund	Garrett Eckard Refund Photo/Priority Mail Express	09/28/2018		39.70
			Total for Check Number 59229:	0.00	39.70
59230	ELLITIRE 064462003792 064462003848 064462003852	PepBoys-Remittance Dept Diag Check Engine Light, Repair Vacuum Leak- Battery, LOF-Car #39 Tranny Service, LOF-PSO Truck #32	09/28/2018		117.49 127.02 291.44
			Total for Check Number 59230:	0.00	535.95
59231	GALTJE 3053	John E. Galt Prehearing Conference 2018-6783 K Skold	09/28/2018		60.00
			Total for Check Number 59231:	0.00	60.00

AGENDA ITEM #K.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59232	GRYOSBRN 18471.00-4	Gray & Osborne Inc Prof Serv-35th Ave Recon CM & Insp 07/22-08/	09/28/2018		65,653.09
			Total for Check Number 59232:	0.00	65,653.09
59233	GTENORTH 425316032611080 425745697408189	Frontier Alarm System Line Chgs-Cook House CC Line, Fax 09/19-10/18	09/28/2018		52.64 157.81
			Total for Check Number 59233:	0.00	210.45
59234	IBSINC 681804-1	IBS Inc Bolts/Washers	09/28/2018		14.45
			Total for Check Number 59234:	0.00	14.45
59235	ICOMPTEC 18716 18716 C	iCompass Technologies Inc iCompass Agendas/Mintues Cloud Software Ren Credit, iCompass Agendas/Mintues Cloud Softw	09/28/2018		8,985.00 -465.00
			Total for Check Number 59235:	0.00	8,520.00
59236	KONAICE 17-109	Kona Ice NW, LLC Sno-Cone Vendor Svc-National Night Out	09/28/2018		300.00
			Total for Check Number 59236:	0.00	300.00
59237	LESSCHW 39500407634	Les Schwab Traction Pinned for Studs/Wheel Spin Balance-P	09/28/2018		486.19
			Total for Check Number 59237:	0.00	486.19
59238	OMWATT 814939 814940 814940a 814940b 814947 816646 816650 816652 816653 816653a 816654 816655 816723	Ogden Murphy Wallace Attorneys Prof Legal Services-CED-July Prof Legal Services-35th Ave Recon-July Prof Legal Services-CED-July Prof Legal Services-PW-July Prof Legal Services-RP Investigations-July Prof Legal Services-Adv H Martin-Aug Prof Legal Services-Exec-Aug Prof Legal Services-W Trimm DRS Audit-July Prof Legal Services-Donation/Sponsorship Polic Prof Legal Services-Police-Aug Prof Legal Services-City Clerk/PRA-Aug Prof Legal Services-RP Investigations-Aug Prof Legal Services-Franchises-Aug	09/28/2018		39.10 5,457.45 93.00 151.00 15,499.25 2,290.10 675.00 559.00 4,107.50 3,374.50 1,307.50 9,972.50 166.50
			Total for Check Number 59238:	0.00	43,692.40
59239	PAWS August 2018	PAWS Animals Brought to Shelter-Aug	09/28/2018		362.00
			Total for Check Number 59239:	0.00	362.00
59240	PERTEET 20160281.003-9 20160281.006-9 20160281.011-1 20160281.013-4 20160281.016-3 20180015.000-6	Perteet Inc Gen Engineering Support 03/05-09/02 General Engineering Support TMDL Testing 07/ Prof Serv-Traffic Mitigation Fee Update Review Prof Serv-Canyon Creek Church 07/30-09/02 Prof Serv-Cubes Self Storage Submittal Review Prof Serv-Storm Pipe Assessment 07/30-09/02	09/28/2018		299.82 1,383.89 3,713.75 795.00 1,440.00 20,867.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59240:	0.00	28,500.16
59241	PHILLIPB	Bobby Phillips	09/28/2018		
	Mileage Reimb	Mileage Reimb 09/09 Sniper Craft Certification-			117.72
	Mileage Reimb1	Mileage Reimb 09/10 Sniper Craft Certification-			10.58
	Mileage Reimb2	Mileage Reimb 09/11 Sniper Craft Certification-			10.58
	Mileage Reimb3	Mileage Reimb 09/12 Sniper Craft Certification-			10.58
	Mileage Reimb4	Mileage Reimb 09/13 Sniper Craft Certification-			10.58
	Mileage Reimb5	Mileage Reimb 09/14 Sniper Craft Certification-			123.01
	Per Diem	Meals 09/09 Sniper Craft Certification-B Phillip:			41.00
	Per Diem1	Meals 09/10 Sniper Craft Certification-B Phillip:			54.00
	Per Diem2	Meals 09/11 Sniper Craft Certification-B Phillip:			54.00
	Per Diem3	Meals 09/12 Sniper Craft Certification-B Phillip:			54.00
	Per Diem4	Meals 09/13 Sniper Craft Certification-B Phillip:			54.00
	Per Diem5	Meals 09/14 Sniper Craft Certification-B Phillip:			54.00
			Total for Check Number 59241:	0.00	594.05
59242	PLATT	Platt Electric Supply, Inc	09/28/2018		
	T313234	LED Lights			614.22
	T333366	LED Lights			424.14
	T339048	LED Lights			571.24
	T346582	LED Lights			89.33
	T346594	Refund-LED Lights			-309.02
			Total for Check Number 59242:	0.00	1,389.91
59243	PUGETSO	Puget Sound Energy	09/28/2018		
	200004765331	15720 Main St 08/17-09/18			40.16
	200004765463	15728 Main St 08/17-09/18			254.07
			Total for Check Number 59243:	0.00	294.23
59244	RONGERJ	John Rongerude P.S.	09/28/2018		
	8877	Conflict Public Defender-Sept			600.00
			Total for Check Number 59244:	0.00	600.00
59245	SANDACLN	Sanda Cleaners	09/28/2018		
	Aug 2018	Uniform Dry Cleaning 07/18-09/04 - S Conner			87.75
	Aug 2018a	Uniform Dry Cleaning 07/23-09/04 - Elwin, Eas			257.01
			Total for Check Number 59245:	0.00	344.76
59246	SDISTCRT	South District Court	09/28/2018		
	1000479159	Filing Fees SD Court-Aug			5,406.02
	1000479159a	Interpreter Costs-Aug			423.57
			Total for Check Number 59246:	0.00	5,829.59
59247	SHERWILL	The Sherwin-Williams Co	09/28/2018		
	7827-4	Supplies-Paint			395.59
	7827-4a	Supplies-Paint			417.10
	8156-7	Striping Supplies-Paint			31.89
	8317-5	Paint-Cougar Park			173.48
			Total for Check Number 59247:	0.00	1,018.06
59248	SHREDIT	Shred-It USA Inc	09/28/2018		
	8125578000	Shredding Service Fee			73.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59248:	0.00	73.39
59249	SILVERL 37680-27914	Silverlake Water District Balance Owing-0 33rd Dr & Northpointe Circle-	09/28/2018		228.00
			Total for Check Number 59249:	0.00	228.00
59250	SIPDIPND 6995	Sip Dip-n-Doodle LLC Canvas Painting Class: Orange Kai (Teens) 09/2:	09/28/2018		105.00
			Total for Check Number 59250:	0.00	105.00
59251	SITELINE 18107	SiteLines Park & Playground Products, Inc. Play Equipment Repair-Buffalo Park	09/28/2018		1,765.30
			Total for Check Number 59251:	0.00	1,765.30
59252	SNDPUBIN EDH825402	Sound Publishing Inc City Notice: Applications-Muttley Square PL201	09/28/2018		58.48
			Total for Check Number 59252:	0.00	58.48
59253	SNOCOSHO I000469499	Snohomish County Sheriff's Office SRDTF JAG Grant Contribution Apr-June 2018	09/28/2018		549.37
			Total for Check Number 59253:	0.00	549.37
59254	SNOCPUD 200101434 200154458 201345386 201948601 202212361 202230108 202461042 202667499 202693008 202852059 203164694 203211552 203348081 221897242	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 08/10-09/10 2720 Seattle Hill Rd 08/10-09/10 2501 147th Pl SE 08/22-09/21 13903 N Creek Dr 08/17-09/15 928 Dumas Rd 08/18-09/14 1900 164th St SE 08/09-09/10 15803 32nd Ave SE 08/10-09/10 2024 Seattle Hill Rd 08/10-09/07 15720 Main St 08/15-09/13 15720 Main St Unit B 08/15-09/13 13510 N Creek Dr 08/17-09/14 13628 N Creek Dr 08/16-09/14 14810 35th Ave SE 08/10-09/10 14100 35th Ave SE 07/19-09/10	09/28/2018		17.28 17.28 44.38 734.30 104.92 17.91 24.13 35.86 1,681.69 336.54 41.47 23.47 56.05 46.28
			Total for Check Number 59254:	0.00	3,181.56
59255	SNYDERRF 5872923	Snyder Roofing Roof Inspection & Repair-CHN	09/28/2018		824.69
			Total for Check Number 59255:	0.00	824.69
59256	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem MEBT-ER Paid-Oct	09/28/2018		4,195.08
			Total for Check Number 59256:	0.00	4,195.08
59257	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem-MEBT-ER Paid-Oct	09/28/2018		2,106.49
			Total for Check Number 59257:	0.00	2,106.49
59258	STARDMSV	Stardom Services Inc	09/28/2018		

AGENDA ITEM #K.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	012011-IN	Janitorial Services-Sept			1,184.13
	012011-INa	Janitorial Services-Sept			995.00
			Total for Check Number 59258:	0.00	2,179.13
59259	SUMLAW 95265	Summit Law Group Prof Serv-General Labor Through 08/31	09/28/2018		689.00
			Total for Check Number 59259:	0.00	689.00
59260	TERMINIX 379040265	Terminix Processing Center Pest Control-WO #15623795058	09/28/2018		80.59
			Total for Check Number 59260:	0.00	80.59
59261	VALMIND CD289001768	Valmont Industries, Inc. 527 Light Pole	09/28/2018		2,689.35
			Total for Check Number 59261:	0.00	2,689.35
59262	VANHOLLT 6975	Tenille Van Hollebeke Cupcake Class: Fall 2018-Emoji Face 09/15 #69	09/28/2018		175.00
			Total for Check Number 59262:	0.00	175.00
59263	WAALARM 445014 445014a 445014b 445014c 445014d 445014e 445014f	Washington Alarm 4th Qtr Monitoring/Cellular Chgs-PD Storage 4th Qtr Monitoring/Cellular Chgs-Cook House 4th Qtr Monitoring/Cellular Chgs-Library 4th Qtr Monitoring/Cellular Chgs-CHS 4th Qtr Monitoring/Cellular Chgs-CHN 4th Qtr Monitoring/Cellular Chgs-MCSP 4th Qtr Monitoring/Cellular Chgs-Cook House P	09/28/2018		120.00 75.00 159.00 162.00 258.00 60.00 114.00
			Total for Check Number 59263:	0.00	948.00
59264	WRIGHTJ Reimb	Jere Wright Fire Alarm Key	09/28/2018		9.27
			Total for Check Number 59264:	0.00	9.27
59265	ZAC&THOM 18-MCR009	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer-Sept	09/28/2018		9,053.47
			Total for Check Number 59265:	0.00	9,053.47
			Total for 9/28/2018:	0.00	231,936.05
59266	BANKCR27 1 2 3 4 5 6	Business Card Refreshments-National Night Out 08/06 Refreshments-National Night Out 08/06 Refreshments-National Night Out 08/06 Basic Police Sniper Training-B Phillips Refreshments Map Your Neighborhood 08/22 Refreshments Map Your Neighborhood 08/22	10/02/2018		21.95 23.16 8.07 645.00 18.71 7.18
			Total for Check Number 59266:	0.00	724.07
59267	TRANOUTS 4840 5061	Transcription Outsourcing, LLC Law Enforcement Transcription Services-April Law Enforcement Transcription Services-July	10/02/2018		56.93 220.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
5422		Law Enforcement Transcription Services-Decem			411.88
5574		Law Enforcement Transcription Services-Februa			170.63
5647		Law Enforcement Transcription Services-April			259.95
5729		Law Enforcement Transcription Services-May			20.10
6081		Law Enforcement Transcription Services-August			165.75
Total for Check Number 59267:				0.00	1,306.08
59268	WEBQAINC 1357-180801	WebQA Inc Response Center-GovQA CRM/311 Services 7/3	10/02/2018		7,728.00
Total for Check Number 59268:				0.00	7,728.00
Total for 10/2/2018:				0.00	9,758.15
Report Total (60 checks):				0.00	241,694.20



Date: October 9, 2018

Payroll Check Batches		
Dated	Check Numbers	Amount
09/25/2018	ACH Automatic Deposit Checks	\$175,462.80
09/25/2018	ACH Wire- FWT & Medicare Taxes	\$25,551.76
09/25/2018	ACH Wire MEBT- Wilmington Trust	\$26,926.10
09/25/2018	ACH Wire- ICMA RC- Def. Comp	\$1,677.52
09/25/2018	ACH Wire- BAC- Flex Spending Acct	\$1,491.60
10/03/2018	ACH Wire- Assoc. of WA Cities	\$82,289.14
Total		\$313,398.92

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$313,398.92.

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

Councilmember

Councilmember

Finance Director

City Manager

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Under Review
 Week#:39 Pay Date:09/25/2018 P/E Date:09/15/2018
 Qtr/Year:3/2018 Run Time/Date:11:20:55 AM EDT 09/20/2018

Taxes Debited	Federal Income Tax	19,448.01		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,051.88		
	Medicare - ER	3,051.87		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability ins - ER	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited	25,551.76		
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	149,911.04		
	Total Amount Debited From Your Account		175,462.80	Total Liability 175,462.80
Bank Debits & Other Liability	Checks	0.00		175,462.80
	Adjustments/Prepay/Voids	0.00		175,462.80
Taxes- Your Responsibility	None this payroll			175,462.80

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/25/2018 11:54:00 AM CDT

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

Status: Pending Approval
Transaction Number: 189PC53403BO2R07

Template Name: MATRIX/MEBT
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: 530354845
Beneficiary Bank ID: 021000021
JPMORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 26,926.10

Value Date: 09/25/2018

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

Input Time: 09/25/2018 11:53:48 AM CDT

Payment Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/25/2018 11:52:36 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Pending Approval
Transaction Number: 189PC5218ONO1131

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: 1,677.52

Value Date: 09/25/2018

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

Input Time: 09/25/2018 11:52:26 AM CDT

ACH Cash Pro Online
City of Mill Creek

Report Date: 09/25/2018
Report Time: 11:46:19 AM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	09/26/2018
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	\$1,491.60	C	125108366	310005566	C	
		<u>Total Amount in Batch</u>			<u>Total Count in Batch</u>		
	Debits			\$0.00			0
	Credits			\$1,491.60			1
	Prenotes			\$0.00			0
		<u>Grand Total Amount</u>			<u>Grand Total Count</u>		
	Debits			\$0.00			0
	Credits			\$1,491.60			1
	Prenotes			\$0.00			0

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

ACCOUNT SUMMARY - contains all changes to this account as of 10/03/2018 10:07:19 AM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH: 10/2018
COVERAGE MONTH: 10/2018
PAYMENT DUE BY: **10/10/2018**
CURRENT BILLING AMOUNT: \$82,289.14
PRIOR OVERAGE OR SHORTAGE: \$0.00
ADJUSTMENTS: \$0.00
TOTAL AMOUNT DUE: **\$82,289.14**

100 186 L 102018 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	10/2018	\$ 82,289.14

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



MINUTES

City Council Special Meeting

7:00 PM - Thursday, August 2, 2018

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 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
Jared Mead, Councilmember
John Steckler, Councilmember*

Councilmembers Absent:

AUDIENCE COMMUNICATION

- A.** Larry Mayer, a Mill Creek resident, voiced concern over the number of employees that have left under the City Manager's management.

Mark Risen, a Mill Creek resident, recognized the leadership team for their courage and expressed his disappointment in a lack of decisions made by the Council regarding the City Manager's employment.

Lynn Sordel, a Mill Creek resident, expressed his support for City staff and his desire for better Council leadership and transparency.

Donna Michelson, a Mill Creek resident, expressed her concern over an exchange between City Manager Polizzotto and Police Chief Greg Elwin regarding a Safe Internet Purchase Exchange (S.I.P.E.) meeting.

Mary Kay Voss, a Mill Creek resident, would like the personnel committee to be reassembled and for employees to have input on City Manager annual reviews. Ms. Voss asked Council to make public any investigations of the City Manager.

August 2, 2018 SPECIAL COUNCIL MEETING MINUTES

Jim Gural, non Mill Creek resident, yielded his time to Mary Kay Voss who expressed concern over the audit process and the completion of personnel policies.

Didrik Voss, a Mill Creek resident, yielded his time to Mary Kay Voss who asked Council to terminate City Manager Polizzotto without severance. Ms. Voss expressed concern over possible OPMA violations and would like to see a vote of no confidence for the Mayor.

Pam Olson, former employee of the City, expressed her distaste for the City Manager's management style and stated that she resigned and did not retire.

Barbara McCarron, a Mill Creek resident, stated that she would like Council to terminate the City Manager and yielded her remaining time to Pam Olson who urged Council to listen to staff complaints regarding the City Manager.

Kathy Nielson, a Mill Creek resident, expressed concern over a lack of transparency with the Council and City Manager.

Michele Miller, former employee of the City, described her relationship with the City Manager as abusive and unprofessional. Ms. Miller asked Council for an apology to all past employees and the community.

Dave Wood, a Mill Creek resident, concurred with the night's speakers and asked Council to terminate the City Manager.

Carmen Fisher, a Mill Creek resident, expressed concern over the tone in which the Mayor spoke to the audience during tonight's meeting. Ms. Fisher also expressed her feelings during the time of Sean Kelly's resignation from Council. Lastly, Ms. Fisher asked Council for more accountability.

At 7:44 p.m. Councilmember Todd made a motion to extend the Special Meeting to 8:45 p.m. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- B.** The meeting recessed to executive session at 7:44 p.m. for up to one hour which was subsequently extended until its conclusion at 9:30 p.m. City Attorney Scott Missall was present during the executive session.
- Discuss potential litigation pursuant to RCW 42.30.110(1)(i)
 - Discussion of the performance of a public employee per RCW 42.30.110(1)(g)

At 8:42 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the Special Meeting and executive session to 10:00 p.m. Councilmember Cavaleri seconded

August 2, 2018 SPECIAL COUNCIL MEETING MINUTES

the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

C. The meeting reconvened to regular session at 9:31 p.m.

Councilmember Cavaleri made a motion to extend the City Manager's administrative leave until August 24, 2018. Councilmember Mead seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:34 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

August 2, 2018 SPECIAL COUNCIL MEETING MINUTES



MINUTES

City Council Special Meeting

6:00 PM - Wednesday, August 22, 2018

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

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
Jared Mead, Councilmember
John Steckler, Councilmember*

Councilmembers Absent:

Councilmember Mead arrived at 6:12 p.m.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

A. The meeting recessed to executive session at 6:01 for up to 90 minutes which was subsequently extended until its conclusion at 8:15 p.m. City Attorney Scott Missall was present during the executive session.

- Discussion of the performance of a public employee pursuant to RCW 42.30.110(1)(g)
- Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

At 7:30 p.m. Councilmember Cavaleri made a motion to extend the Special Meeting and executive session up to 60 minutes. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

August 22, 2018 SPECIAL COUNCIL MEETING MINUTES

B. The meeting reconvened to regular session at 8:16 p.m.

Councilmember Todd made a motion to extend City Manager Rebecca Polizzotto's paid administrative leave to September 25, 2018. Councilmember Cavaleri seconded the motion. Councilmember Steckler opposed the motion. The motion passed 6-1-0.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:18 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

August 22, 2018 SPECIAL COUNCIL MEETING MINUTES



October 4, 2018

Mayor & Council
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012

Dear Mayor & Council,

Thank you for the continued support and confidence you have provided me in serving as your Interim City Manager. The purpose of this letter and agreement is to extend my service as Interim City Manager (under the same terms and conditions as the original agreement) while you are conducting your search for a new City Manager and to complete the City's Budget process and other key policy issues over the course of the next several months. This extension of services is expected to conclude by the end of March 2019 or sooner. I will continue to approach this assignment with care and attention because of the importance of local government leadership and management for the Mill Creek City Council, staff, and community.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Rob. S. Stowe", is written over a light blue horizontal line.

Robert S. Stowe, Owner
Stowe Development
& Strategies, LLC

ACCEPTED:

City of Mill Creek

Date: _____

APPROVED AS TO FORM
Office of the City Attorney

Scott M. Missall, City Attorney

Stowe Development & Strategies, LLC
P.O. Box 1781, Bothell, WA 98041 - 206.999.1099
www.stowedevelopmentandstrategies.com

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
		Council				
9	10	11	12	13	14	15
		Council				
16	17	18	19	20	21	22
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		Council				

OCTOBER						
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NOVEMBER						
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		Council				

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: October 5, 2018

October 23, 2018

(Agenda Summary due October 9)

- Adoption of CIP
- Adoption of Ordinance to Decrease Speed on SR 96
- Study Session: Panhandling Issues
- Study Session: Traffic Impact Fees – Pertect Presentation
- Study Session: Surface Water Rates
- Report: Pursuit Policy
- Report: Party in the Parks Recap

November 6, 2018

(Agenda Summary due October 23)

- Terry Ryan Check Presentation – Historical Preservation Panels
- Adoption of Traffic Impact Fees
- CM Recruitment: Agreement with Executive Search Firm
- Study Session: EGUV Development Agreement
- Study Session: HR Policies
- Study Session: Business License Fee Increase
- 2017-2018 Budget Amendments
- Public Hearing: Preliminary Budget & Property Tax Levy

November 13, 2018

(Agenda Summary due October 30)

- Public Hearing: Preliminary Budget & Surface Water Utility Rate
- Adoption of HR Policies
- Study Session: Sport Park Rental Fees

November 27, 2018

(Agenda Summary due November 13)

- Discussion of the Preliminary Budget
- Adoption of Surface Water Rate
- EGUV Development Agreement Authorization
- Sports Park Contract Award
- LEOFF ILA

DECEMBER						
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23	30	24	25	26	27	28
		Holiday				29

JANUARY						
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		Council				
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FEBRUARY						
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		Council				

December 4, 2018

(Agenda Summary due November 20)

- Adoption of 2019-2020 Budget
- Adoption of Business License Ordinance

December 11, 2018

(Agenda Summary due November 27)

- Study Session: Historical Preservation Project
- Terry Ryan Check Presentation - Exploration Park
- Exploration Park Contract Award
- Legal Services Agreement

Possible Work Session Topics for Discussion

- Business signs
- MCCA storm water discussions
- Utility Project Management
- Hotel/Motel Theater Tax
- Mill Creek Blvd Vision
- Adoption of business license ordinance
- ST3 Stations



2018 Veterans Day Events Report

Overview

The City is excited to host its third annual Veterans Day celebration in 2018. This will be the biggest Veterans Day celebration to date with many exciting new components added to the normal commemorative ceremony and parade. The events will be held on Saturday, Nov. 10 (the day prior to Veterans Day) to maximize participation and community engagement.

The theme for this year's festivities is "100 Years of Honor" to focus on the 100th anniversary of the end of World War I and the service of all veterans since then. Staff began preparing for the events in June and has developed a robust multifaceted plan to showcase civic pride and engagement.

The festivities include: a Veterans Walk; commemorative ceremony; parade; military displays; and a car show.

In addition to planning by staff, the City's Veterans Advisory Committee meets regularly to advise City staff on Memorial and Veterans Day activities. The group has provided many useful ideas to staff. Members have volunteered their time to help the City generate new parade participants and connect various groups to the City.

Veterans Walk ~ Nov. 3-12

With the help of the Veteran Advisory Committee, the City has expanded its Veterans Walk throughout Mill Creek. Mannequins borrowed from University Bookstore will be dressed in vintage military uniforms and displayed in local storefront windows the week before the annual Veterans Day events. This element allows businesses to demonstrate their support for veterans and provides a historical education about veterans for the community. In 2017, 14 uniforms on display; this year we are expecting to showcase approximately two dozen.

Commemorative Ceremony

The Commemorative Ceremony at Veterans Monument has become a great way for the Mill Creek community to honor those who have served in the United States Armed Forces. The event takes place at 9:30 a.m. on Saturday, Nov. 10, at the Veterans Monument at Library Park (15429 Bothell-Everett Highway, Mill Creek) and will last just over 30 minutes.

The Veterans Monument includes a courtyard of pavers surrounding a flagpole centerpiece with six basalt columns engraved with the names of men and women who served in the armed forces. Native plantings in reds, whites, and blues enhance the natural beauty of the site and monument.

The ceremony will include opening remarks from Mayor Pam Pruitt, a letter from Senator Patty Murray, a prayer by Mill Creek Police Chaplain Nick Lewis, South Snohomish County Police Color Guard presenting the colors and Mill Creek Police Veterans raising the Colors. We will also lay a wreath on the monument while a bugler from Bugles Across America plays Taps. The Mill Creek Chorale will sing the National Anthem and America the Beautiful.

A "Soldier's Cross," featuring soldier's boots, a rifle, and helmet, will be displayed at the ceremony. The Edmonds VFW will provide poppies to participants for a small donation.

Parade

The parade has grown each year, starting in 2015 with 12 participating groups. This year we are on track to host over 70 groups with more than 700 individual participants. We anticipate over 5,000 spectators will line the parade route from LA Fitness North Parking Lot (15024 Main St Mill Creek), heading South on Main Street to City Hall North Parking Lot (15720 Main St. Mill Creek). The parade will start at 11 a.m. and will conclude just after noon. There will be one parade participant performance area at the corner of 153rd and Main. The Master of Ceremonies tent and reviewing stand will be located at that intersection on the University Bookstore corner.

The parade Grand Marshal is Command Sgt. Maj. Walter A. Tagalicud from Joint Base Lewis-McChord. He's the senior enlisted ranking person on the base, i.e. the highest ranking enlisted person. He advises the commander on enlisted issues and helps manage the 20,000 troops stationed there.

The parade currently has 63 confirmed entrants. To ensure the impact to businesses is limited during a Saturday lunch hour, we have closed registration. The list of current parade participants includes:

- 1918 tin lizzy
- 1923 Rickenbacker Coupe
- 1934 Chevy Coupe Hot Rod
- 1934 Ford pickup
- 1942 Jeep GPW
- 1942 Ford Jeep GPW with 82nd Airborne Markings
- 1945 MB with 82nd Airborne Markings
- 1945 Studebaker US6
- 1951 Chevy Sedan Street Rod
- 1952 Dodge Radio Command Truck
- 1952 M34 Eager Beaver
- 1961 Pontiac Ventura
- 1st Corps Army Band
- Air Force Recruiting
- American Legion Post #127 Honor Guard
- AMVETS
- Bothell American Legion Post #127
- Bruins Youth Cheer
- Coast Guard Auxiliary
- Community Transit Swift Bus w/ Veterans
- Composite Squadron, Civil Air Patrol Color Guard
- Cub Scouts - Boy Scouts of America
- Cub Scouts - Boy Scouts of America Pack 91
- DinoCrew Entertainment NW
- Everett Public Schools NJROTC Color Guard
- Evergreen State Chapter, 82nd Airborne Division Walking Vets
- Evergreen Tractor Club
- Fire District 7 Aide Car
- Fire District 7 Engine 73
- Fire District 7 Honor Guard
- Fire District 7 Ladder Company 72
- Girl Scouts
- Glacier Peak High School Marching Band
- Gold Star Banners
- Henry M. Jackson High School Cheer
- Jet City Roller Derby
- Joint Base Lewis-McChord Color Guard
- Korean Conflict Jeep
- Military Blazer
- Mill Creek Kiwanis Club
- Mill Creek Lions Club
- Mill Creek Little League
- Mill Creek Motor Unit
- Mill Creek Chief of Police
- Mill Creek "Old 410" Vintage Police Car
- Mill Creek Police Patrol Car
- Mill Creek Rotary
- Navy Band Northwest
- North Cascade Military Collector Club (tank)
- North Creek HS Key Club
- Overlake Composite Squadron, Civil Air Partol
- Paine Field Composite Squadron, Civil Air Patrol Honor Guard
- Pink Zebra Cheer
- Puget Sound Honor Flight
- Reflections School of Dance

- Seattle Police Dept. Mounted Patrol Unit
- Snohomish County Emergency Radio System (SERS)
- Snohomish County Sheriff's Posse Horse Drill Team
- Snohomish Pipes & Drums Band
- South Snohomish Police Honor Guard
- Vehicles of Puget Sound Military Vehicle Collectors Club (12)
- Veteran Awards Riders
- Washington State Patrol

Military Displays

Along the parade route down Main Street, there will be five tent displays of military memorabilia from the NW Veterans Museum, numerous displays from museums at Paine Field, and static vehicle displays. Such displays were very popular at the Memorial Day parade, so we have added more this time around.

Car Show

After the parade is over, the many classic cars and antique military vehicles will move to the City Hall North parking lot for a mini-car show, so parade attendees will be able to get a closer look at the vehicles and take photographs.

Promotional Grant

In addition to the City's regular event promotions through media, the web and social media, the team secured a \$5,000 Snohomish County Lodging Tax Advisory Committee grant to promote the Memorial Day and Veterans Day events via Facebook advertising. The promotion for the Veterans Day events began in late-September, with the intent of drawing people to Mill Creek from outside of Snohomish County.