

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



- Brian Holtzclaw, Mayor • Stephanie Vignal, Mayor Pro Tem
• Mark Bond • Vince Cavaleri • John Steckler • Benjamin Briles • Adam Morgan

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. **Due to the COVID-19 pandemic City Council Meetings will be held virtually until further notice.**

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.

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 residency 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. 2020 - 869

Next Resolution No. 2020 - 595

December 8, 2020
City Council Meeting
6:00 PM

VIRTUAL MEETING INFORMATION

- A. Join Zoom Meeting
<https://zoom.us/j/92268188516>

Meeting ID: 922 6818 8516

One tap mobile

[+12532158782](tel:+12532158782).,92268188516#US (Tacoma)

[+13462487799](tel:+13462487799).,92268188516# US (Houston)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

- C. Office of the Washington State Auditor's Entrance Conference for the 2019 Audit
(*Sarrah Superville, Assistant State Auditor*)

NEW BUSINESS

- D. Appointments to the Planning Commission
(*City Council Interview Committee, Mayor Holtzclaw, Mayor Pro Tem Vignal and Councilmember Morgan*)
- E. Supplementing the Record of the 2021 - 2022 Biennial Budget approved by Council in Ordinance No 2020-668 to reflect the replacement of the Chief of Staff Position with Deputy City Manager Position and to include the salary schedule in the Appendices of Ordinance No. 2020-668.
(*Michael Ciaravino, City Manager*)
- F. Addendum No.1 to Professional Services Contract 2017-1379 with Perteet for On Call Engineering Services
(*Mike Todd, Public Works and Development Services Director*)
- G. Professional Services Contract for On-Call Engineering Services for Private Development Review with Perteet.
(*Mike Todd, Public Works and Development Services Director*)
- H. Snohomish Regional Drug Task Force Interlocal Agreement (ILA) with revisions.
(*Sergeant Phillips*)
- I. Approval of a one-year extension of the Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers' Guild for the period January 1, 2021 to December 31, 2021.
(*Michael Ciaravino, City Manager*)

PROPOSED NEW INITIATIVES

- J. Legislative Agenda for 2021

STUDY SESSION

- K. Governance Manual

CONSENT AGENDA

- L. Approval of Checks #62727 through #62822 and ACH Wire Transfers in the Amount of \$873,979.48
(*Audit Committee: Councilmember Briles and Councilmember Steckler*)
- M. Payroll and Benefit ACH Payments in the Amount of \$187,401.30.
(*Audit Committee: Councilmember Briles and Councilmember Steckler*)

REPORTS

- N. Mayor/Council
- Mill Creek Subarea Study Committee Vacancy
- O. City Manager
- Emergency Proclamation Extension

- P. Staff
 - Report, etc.

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # _____

Meeting Date: December 8, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: APPOINTMENTS TO THE PLANNING COMMISSION

PROPOSED MOTION:

Motion to appoint two volunteers to serve a three-year term on the Planning Commission, which expires on April 30, 2023, and one volunteer to fill a mid-term vacancy which will be effective January 1, 2021 and expires on April 30, 2022.

KEY FACTS AND INFORMATION SUMMARY:

Two positions on the Planning Commissions expired on April 30, 2020, and one mid-term vacancy was created with the resignation of April Berg, effective December 31, 2020. Staff conducted a recruitment process that included the following:

- A press release was sent to the local newspapers.
- The City's social media outlets were utilized to advertise the vacancies.
- 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 Planning Commission have signed-up to receive notice when a vacancy occurs.
- Due to Covid19 restrictions, the interviews and appointments were postponed in April until the Council was again meeting in person. Since the restrictions have been extended and the Council has successfully been meeting remotely, it was determined that Council could proceed with the interviews remotely and make appointments.
- Because several months have passed since the original recruitment, it was decided to open the recruitment again using the usual process.

Eight applicants have applied for the three positions on the Planning Commission. Interviews are scheduled for Tuesday, December 8, 2020. The Interview Committee is comprised of Mayor Holtzclaw, Mayor Pro Tem Vignal and Councilmember Morgan, and Planning Commission Vice Chair Matthew Nolan.

CITY MANAGER RECOMMENDATION:

N/A

City Council Agenda Summary
Page 2

ATTACHMENTS:

Applications from the following are attached:

- Stan Eisner
- Korrie Bastian
- Helen Tsang
- Pietra Gaebel
- Douglas Lovitt
- Jose Borunda
- Tumna Sites
- David Hambelton

Respectfully Submitted:



Michael Ciaravino
City Manager

PLANNING COMMISSION INTERVIEWS

Tuesday, December 8, 2020
4:15 to 5:55 p.m.
Conference Room

Brian Holtzclaw, Mayor
 Stephanie Vignal, Mayor Pro Tem
 Adam Morgan, Councilmember
 Matthew Nolan, Planning Commission Vice Chair

There are three positions on the Planning Commission that need to be filled – two with terms that expire in 2023 and one mid-term vacancy that expires in 2022. Eight applicants have submitted applications to fill these vacancies. The applications are attached. **The appointments will be made during the regular City Council meeting on December 8.**

Tuesday, December 8, 2020	
Planning Commission Interviews	
Applicant	Interview Time
Interview Committee Coordination	4:15 – 4:25 p.m.
Stan Eisner	4:25 – 4:35 p.m.
Korrie Bastian	4:35 – 4:45 p.m.
Helen Tsang	4:45 – 4:55 p.m.
Pietra Gaebel	4:55 – 5:05 p.m.
Douglas Lovitt	5:05 – 5:15 p.m.
Jose Borunda	5:15 – 5:25 p.m.
Timna Sites	5:25 – 5:35 p.m.
David Hambelton	5:35 – 5:45 p.m.
<i>Deliberation</i>	<i>5:45 – 5:55 p.m.</i>

Interviews are being held via Zoom. Applicants have been instructed to log on five minutes prior to their interview time.

Boards and Commissions Application

RECEIVED

MAR 30 2020

CITY OF MILL CREEK

Stan Eisner



1. Planning Commission
2. My interest is in preserving and improving the quality of life in the City, maintaining the values created through good planning, and assuring a bright future for generations to come.
3. Master of Arts in City and Regional Planning, University of Southern California; Forty years as a planner and planning consultant; Ten years as a City Manager; Thirty one years of teaching at the graduate and post-graduate level (part-time) (Associate Professor title); Member, American Institute of Certified Planners (AICP); Planning Commissioner, City of Mill Creek. Washington.
4. In the next 5-10 years, the pressure of growth will challenge the balance between the need for economic expansion and the limitations of available land, the limits of infrastructure, and the impacts on the quality of life.
5. Visitors will continue to be drawn to the City by the qualities that brought us here in the past: Good quality appearance; well developed and attractive commercial development; good schools; and sound and stable local government.
6. I have appreciated the opportunity to serve the City as a Planning Commissioner, and most recently as Chair of the Commission. I look forward to serving another term, and to being part of the effort to maintain and improve the City.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stan Eisner'.

Stan Eisner, AICP



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.

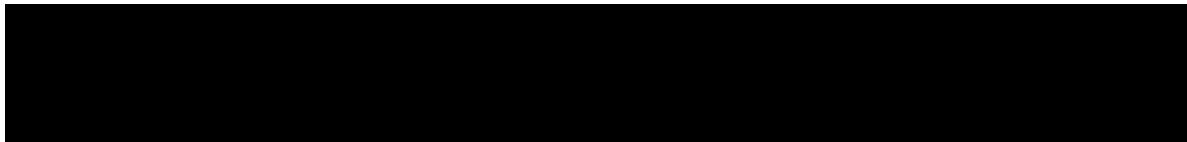
Application

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: _____ Korrie _____ Last Name: _____ Bastian _____



Please complete each of the following questions:

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

Planning commission

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

I would like to participate in making the decisions which govern the growth of our community. I would like to learn what criteria govern the decision-making process and be a part of balancing the needs of both individual and community concerns. I have a desire to be of service to my community, and I want to be an example to my children of taking an active role in local government.

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

I am a licensed real estate broker for the state of Washington, and I am also a certified emergency substitute teacher for Everett School District. In addition, I am a small-business owner, refinishing furniture and home décor items. I hold a M.S. degree in Chemical Engineering from Brigham Young University; however, I have not worked in engineering in many years.

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?

As the mother of 6 children, I have seen first-hand how the growing population has contributed to school crowding. I see this is a continuing concern over the next several years. I see the "limits" of our city continuing to move outward, which increases population density, and thus traffic. Our existing infrastructure may need replacing ahead of what was originally planned as increased population makes use of services. I see a greater need for public transportation and public recreation areas. I anticipate that existing residents will be resistant to further growth and development, and this must be balanced against the growing needs of commuters who are trying to find affordable, safe places to raise their families away from urban centers.

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

So far Mill Creek has managed to maintain the "small town" feel that is so important to those who wish to forget that we are actually very close to one of the U.S.'s largest metropolitan areas! But truly, it is our proximity to both the amenities of the city and the pleasures of the country that is a huge draw. We are only minutes away from either kind of recreation, but also have access to a pleasant downtown with all the amenities, well-rated schools, etc. And while road traffic can make for a long trip, we now have access to an excellent, convenient airport that will enable visitors and residents easier access.

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

I moved here with my family just over seven years ago. In just this relatively short amount of time, we have seen significant growth, accompanied by significant growing pains. I want to be a part of proactive planning and problem solving, rather than reactionary solutions. I believe my experience as a mother, teacher, engineer and real estate agent give me unique skills and perspectives that can contribute in a positive way to keeping our community strong and stable.



**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

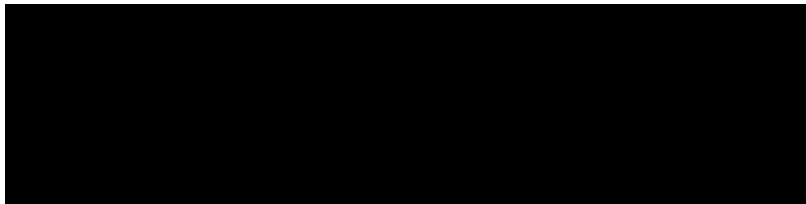
If you are interested in serving on the Arts and Beautification Board, Parks & Recreation Board, Design Review Board, Planning Commission or Civil Service Commission, please complete this application and submit it to the City Clerk at cityclerk@cityofmillcreek.com, or by mail at:

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

Please fill out the following information:

First Name: Helen

Last Name: Tsang



Please complete each of the following questions:

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

Planning Commission

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

Because:

- (1) I have relevant educational background and sufficient working experience to serve as a contributing member of the Planning Commission.
- (2) I am a healthy retiree who has energy and time to do volunteer work.

(3) I have been living in Mill Creek since September 1978 and would like to participate in some City-related work as my way of give back to the community I live and love.

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

(1) College Degrees:

MBA of University of Washington and JD of Seattle University School of Law.

(2) Employment History:

Planning Administrator of General Telephone Company of Northwest, Everett, Washington.

Senior Finance Analyst of City of Seattle, Seattle.

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?

Smooth Traffic Flow. In my opinion, it already takes 'too long' for Mill Creek residents to get on I5 or I405 now, which consumes a lot of residents' time of energy from their busy schedule and reduces their productivity.

As the City of Mill Creek will continue increasing its population and business activities, the City needs to maintain and enhance **its image as a livable and business friendly city and make sure its Comprehensive Plan addressing City's short term and long range objectives and goals.**

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

Mill Creek started a **planned community**, therefore the City shall keep its original goal to **be a well planned city in the coming years, decades, ...** that would be Mill Creek's best asset to bring visitor and new residents to the City.

I would like to see Mill Creek continue presenting itself as a **nice sophisticate small and livable city**, such as it maintains good vegetation throughout the City.

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

I have been doing volunteer work since 1978, for example I served as:

(1) Advisor of Junior Achievement of Puget Sound

(2) Board Member of Planned Parenthood of Snohomich County

(3) **Member of Planning Commission of the City of Mill Creek, 1991->1992**

(4) Member of Lynnwood/Northshore Medical Center Advisory Council of GroupHeath

(5) Member of Supervisory Committee of Seattle Metropolitan Credit Union

(6) Board Member of Asian and Pacific Women Caucus of Puget Sound

I am:

(1) Board Member of Association of Retired Seattle City Employee

(2) Member of Legal Voice of Greater Seattle

(3) Member of Senior Caucus of Kaiser Permanente of Puget Sound



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.

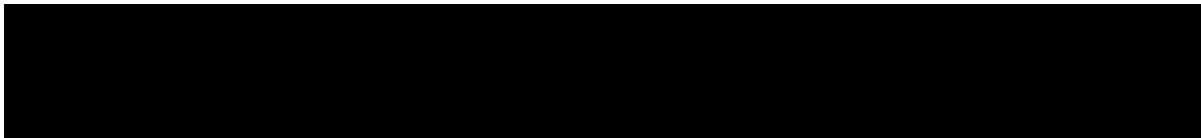
Application

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: Pietra Last Name: Gaebel



Please complete each of the following questions:

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

The Mill Creek Planning Commission

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

As an 18-year resident of South Everett who has observed substantial growth in Mill Creek, I would like to use my background in legislative and policy analysis to serve this community. I have recently completed an assignment with the City of Monroe, WA. as a Legislative Research

Consultant, in which I was tasked with researching model ordinances for affordable housing and homelessness. These extensive whitepapers were influential in consideration and/or passage of policy for Monroe's City Council, Snohomish County, and the State Department of Commerce.

I admire the accountability and prudent planning of Mill Creek's administration.

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

I have a background in legislative and policy analysis, as well as state and nonprofit public relations – focusing on property management, affordable housing and small business development. As evidenced in my briefing papers and recent whitepapers, I think "out-of-the-box" in providing concise solutions to complex issues. I have enjoyed working in group settings such as my current homeowners' association board, as Public Relations Chairperson for the Mundelein (Chicago) Chapter of the American Red Cross, and as a governor-appointed member of the Thurston-Mason County Alcoholism and Substance Abuse Advisory Board.

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?

Washington State ranks 7th nationally in overall population growth rate. Mill Creek is responding to this growth by actively increasing its affordable housing stock and currently laying foundation for The Farm, a low-income complex near my neighborhood. Some issues which could be addressed include:

-In response to Snohomish County's growing senior population, explore promoting property tax exemptions/deferment and weatherization incentives to maintain older housing stock.

-Create a publicly-accessible vacant land registry and a monitoring program which prohibits landowners from "hiding" vacant lands through filing exemptions or repeated building permits. Incentivize land owners to sell vacant lands for multifamily residential development.

-In response to increasing affordable housing development, consider mandatory sub-metering in individual apartment units on thermostatic valves and other utilities to significantly reduce operational utility costs.

-Consider extensive vetting of tenant applicants to confirm "hidden" tenant income such as pensions, VA benefits, SSI and other income sources.

-Consider mandating a certain percentage of three-bedroom apartments in multifamily and affordable housing units to accommodate larger families.

-Actively track expiration dates and adherence of multifamily residential complexes with MFTE status, in order to prevent abuse of property tax exemptions and recover back taxes owed.

-Consider requiring resident status for at least six months to qualify for affordable housing and to avoid drawing homeless and cost-burdened people from other cities.

-Create a city-appointed Lenders Taskforce of impact-oriented investors, bankers, nonprofits and other institutions to work collaboratively in providing lending solutions to attract affordable housing developers.

-Evaluate accessibility of subsidized daycare programs for low-income residents.

-And while the homeless population is not currently pressing in Mill Creek, explore ordinances addressing aggressive panhandling and encampments to preserve the safe ambiance in this community.

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

There are several features that draw visitors and new residents, including Mill Creek's walkability, sound fiscal management, easy access to higher education, its alluring sports facilities and parks, and the fact that more than 50% of Mill Creek's housing supply accommodates multifamily housing, while maintaining its safe and well-manicured appeal. What most resonates to me is the extensive vegetated trails and keeping high density away from residential areas to create a cohesive, small—town feel.

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

I've kept my skills current, serving in various community boards and became familiar with the intricacies and political sensitivity of municipal government in my recent relations with Monroe, the Housing Affordability Regional Taskforce (HART) and in prior legislative communications. I am a proud U.S. Naval veteran and 20-year freelance writer, looking forward to returning to my passion of policy and legislation after raising a beautiful family. I feel this would be an exceptional opportunity to give back to the community and come alongside other residents who treasure the future of Mill Creek, Washington.

Thank you for your consideration.

For access to my whitepapers, "*Addressing Affordable Housing in the City of Monroe, WA.: Model Ordinances, Funding Options and Innovative Approaches*" and "*No Place Like Home: Addressing Homelessness in Monroe, WA. – Model Ordinances, Program Options and Innovative Approaches*", please visit my LinkedIn profile at <https://www.linkedin.com/in/pietragaebel/> .

~ Pietra Gaebel 4/13/2020



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.

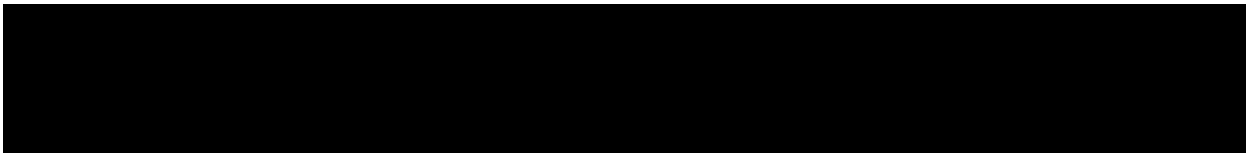
Application

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: Douglas Last Name: Lovitt



Please complete each of the following questions:

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

Please consider me for service on the Mill Creek Planning Commission

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

Mill Creek is where I choose to make my home, and because this is my community, I would like to serve and contribute towards our city's efforts in setting a standard of excellence. I believe that my education, professional background, and management & previous board experience will add to the Planning Commission's expertise and support its responsibility to our community.

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

I have more than 24 years of professional management experience within the real estate and construction industries. This management experience includes human resource development, finance, administration, marketing & sales, property management, new construction and redevelopment within the residential, commercial, and government sectors of the industry.

Business Administration (Marketing & Finance) UW School of Business
Designated & Managing Broker's licenses in WA & CA
Executive & Board experience in both Profit & Nonprofit organization

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?

As our population density increases, Mill Creek will need to manage a variety of issues that are all interdependent of each other. Policies will need to support the development of affordable residential housing, commercial development, business & economic success, and provide sustainable employment opportunities for our residents. While these areas evolve, policy based decisions will also need to address increasing pressure on the city's physical facilities, road infrastructure, available public services - including the human resources to provide them, and the safety concerns of our community. Each and every decision in these areas must also be weighed against the need to protect our environment, existing parks and open spaces, and the quality of life we have grown accustomed to here in Mill Creek. All of this must also be coordinated with our neighbors within the region, and our county and state partners.

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

It's people. Mill Creek is a beautiful place to live, work, shop, and dine, but the friendliness and attitude of our people is what really makes us attractive to others.

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

I am an open minded but decisive person that seeks and welcomes the input and opinions of others. Because I've been involved with policy creation and using it to guide business decisions for three decades, I rely on it heavily for baseline guidance. However, I also like to help solve problems and improve upon the minimums that policy usually represents. I accomplish this either through persuasive negotiation, consensus building, collaboration, or by researching innovative ways that others have solved similar issues.



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: Jose Last Name: Borunda



Please complete each of the following questions:

1. What board or commission would you like to be considered for?
I am interested in joining the Planning Commission.

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

I think that it is important that residents show an interest in what is going on within our local government. I believe that the Planning commission is where visible changes first happen within

the city. Specifically, with the limited amount of open land that remains in the city I believe that it is important for the planning commission to be thoughtful of any future changes regarding land use that they would want to implement. The right combination of land use for housing as well as businesses should be maintained.

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

I have a Bachelor of Science degree in Mechanical Engineering from UC-San Diego as well as a Master's Degree in Systems Architecting and Engineering from USC. I also have an Aerospace Project Management Certificate from CalTech. I think this background would fit well with the planning commission as I am able to look at items in detail as well as take a step back and look at an issue from a more holistic view. I've worked for Boeing since 2007 helping with production issues. In my work experience I have dealt with having to accommodate changes while having to deal with challenging constraints. I think this background would assist me in understanding how the city can continue to grow with the limited real estate that is available.

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?

Over the next few years some of the most challenging issues that the city will have to face will relate to the growing number of residents in the city. There will continue to be a push to increase the amount of housing needed as well as increasing the resources that city residents will want available. This increase would likely result in needing a larger budget for the city, so there needs to be careful consideration in making sure future changes to how land is used maximizes the tax base that the city collects.

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

For new residents the biggest draw to the city is the great effort that the local government has placed on maintaining a safe environment for its residents. There is also a great emphasis placed on maintaining public infrastructure and not allowing things to deteriorate. This helps maintain a positive image for the city as being a great place to live. For visitors the best asset is that we have a town center in which they can have many options for dining as well as entertainment.

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

I think that my technical background would serve well with regards to understanding what is being presented before the committee. I also have experience in having to write down requirements within documentation and experiencing how that information is interpreted. I think this is the most important aspect in how I can be of help the committee. I understand that when discussing new regulations there can be certain intent in how it will be applied. However, the most important aspect is that things are written such that the intent will be applied.



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

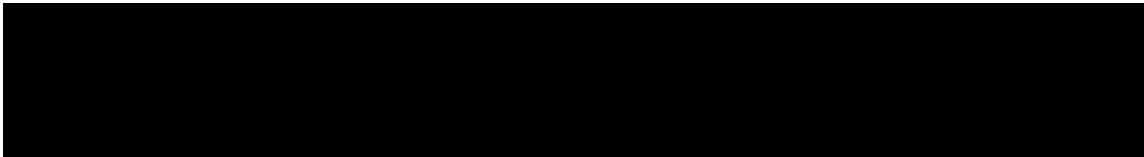
If you are interested in serving on the Arts and Beautification Board, Parks & Recreation Board, Design Review Board, Planning Commission or Civil Service Commission, please complete this application and submit it to the City Clerk at cityclerk@cityofmillcreek.com, or by mail at:

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

Please fill out the following information:

First Name: Timna

Last Name: Sites



Please complete each of the following questions:

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

I'd like to be considered for either of the open positions on the Planning Commission, or any available position on the Civil Service Commission.

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

I've lived in Mill Creek for 4 years and am settled in a Mill Creek home with my family. I'd like to get involved in my local community and believe I can bring value to Mill Creek government. I'm confident I have the interest, passion, intelligence, interpersonal skills and time to successfully

serve on the Planning Commission or Civil Service Board. I hope you will give me the opportunity to interview for any of these available positions.

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

I'm an attorney, licensed to practice law in Washington State (and Alaska and Washington D.C.). I graduated from Berkeley School of Law in 2006 and worked as an assistant attorney general for child protection cases for nearly 3 years, then joined the FBI to work on child crimes cases. However, I sustained a major injury during a training exercise at Quantico, so worked in a variety of roles for three more years, including investigative, legal and intelligence roles, while undergoing rehabilitation. I've attached my resume in case you would like additional details.

Following medical advice, I stopped working in 2012 in order to focus on my recovery. I moved to Washington State in 2013 in order to receive the best medical care, and because I could practice law when I was medically cleared to return to work. I had no friends or family in this State but loved many aspects of Washington life and wanted to make it my permanent home. I moved to Mill Creek after having my son in 2016, so he could be near his paternal grandparents, live in a beautiful community, and attend exceptional schools.

When I was medically cleared to return to work, I decided to work at a small family law firm in Everett in order to spend more time at home with my son. However, I had previously applied to a return-to-work fellowship for women, called the OnRamp Fellowship, and received a job offer to work as Amazon Corporate Counsel for Business Conduct and Ethics. I completed my one-year contract with Amazon and extended my contract for 6 more months. However, I've decided to seek employment that allows for a better work-life balance. I would very much like that to include service in my local community.

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?

Due to the current pandemic and economic crisis, I image Mill Creek will need to deal with a plethora of issues in the coming years, to include supporting local businesses and individuals and providing indirect support to local medical and educations systems. I'm happy to dive into all city issues and contribute wherever possible.

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

I believe Mill Creek is unique in that it contains beautifully kept neighborhoods, a bustling town center with everything a resident could need or want, many local events, one of the best school systems in Washington State, a new bus system, and an increasingly diverse population. Mill Creek is also centrally located, so its residents can work in Seattle, Bellevue or Everett. It's this combination of features, among others, that makes Mill Creek attractive to new visitors and residents.

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

Timna Sites - Page 3 of 5

I'm a dependable and friendly co-worker. I also have extensive experience making hard decisions with limited information and pressure from all sides. I'm confident in my ability to do what's best for the community. Thank you for your consideration.



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.

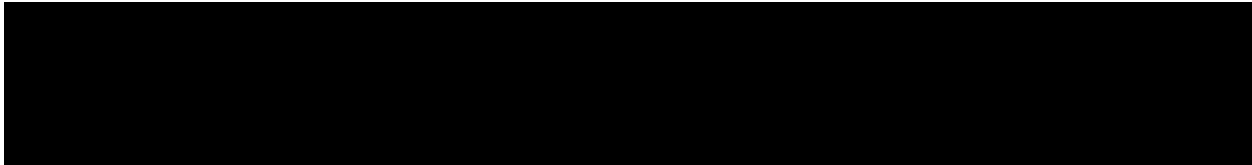
Application

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: Hambelton



Please complete each of the following questions:

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

Planning Commission

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

I am retired and want to share my knowledge and experience by serving my community. I know that having a good comprehensive plan and adopted policies in place provide a successful road map for future development.

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

I worked for the Boeing Company in the Facilities and equipment engineering organizations 40 years of continuous service. I retired March 1, 2018. During my career I was the site planner and interfaced with multiple municipalities.

My degrees are a Bachelor of Science in Landscape Architecture and a Master of Science in Project Management. Some of my Landscape Architecture courses were in land use planning.

Project Management Professional (PMP) certificate from the Project Management Institute

I served on the Snohomish County Planning Commission for two tours of duty, for 11 years in the early 1980's – 1990's, and then for six years from 2008 to 2014. I was the chairman for most of those years.

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?

I think the Mill Creek Community will face its greatest challenges in providing housing for the projected population increase and having sufficient infrastructure to serve these new residents. Traffic solutions will continue to be primary importance.

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

Downtown Mill Creek. This development was done right by providing a small village atmosphere and not a series of strip malls. There are many quality restaurants and hopefully the retail will pick up in the future.

Mill Creek has a very good reputation for being an upscale suburban area that will attract new residents.

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

I am on the Mill Creek Design Review Board and have enjoyed this service. I that if you check with the staff I will get a good review for my reasonableness, ability to engage, provide suggestions, and make good decisions.

I am also taking an active role, representing the Design Review Board, on the Mill Creek Boulevard Project Advisor Committee.

I truly like being involved in my community, in addition to the above I am on three Snohomish County Boards and the treasurer for my homeowners association.



Agenda Item # _____

Meeting Date: December 8, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM:

Consideration of supplementing the record of the 2021-2022 Biennial Budget approved by Council in Ordinance 2020-668 to reflect the replacement of the Chief of Staff position with the Deputy City Manager position and to include the salary schedule in the Appendices of Ordinance 2020-668,

PROPOSED MOTION:

Move to adopt Ordinance No. 2020- 869, replacing the Chief of Staff position with the Deputy City Manager position and to include the schedule of salaries and positions in the Appendices of Ordinance 2020-668.

KEY FACTS AND INFORMATION SUMMARY:

On December 1, 2020, Council passed Ordinance 2020-688, adopting the biennial budget for years 2021-2022. Council's action occurred following two study sessions on the budget (October 6, 2020 and November 3, 2020) and three public hearings (November 10, 2020, November 24, 2020, and December 1, 2020). During the staff presentations on November 10, 2020, the staff presentation included a discussion of the proposed 2021-2022 organizational chart including staff positions. The City Manager discussed his recommendation to replace the Chief of Staff position with a position of Deputy City Manager.

While the change of the Chief of Staff position was accounted for in the budgeted expenses, the appendices to the budget ordinance presented and approved by Council did not include the change to the Deputy City Manager position and the salary schedule.

Council's questions and discussion about staff positions brought this to staff's attention. The salary schedule is attached. Staff requests that Council adopt the proposed Ordinance to replace the Chief of Staff position with the Deputy City Manager position, to include the position on the salary schedule and to include the salary schedule in the Appendices of the biennial budget Ordinance No. 2020-688.

CITY MANAGER RECOMMENDATION:

To adopt Ordinance No. 2020- 869, replacing the Chief of Staff position with the Deputy City Manager position and to include the schedule of salaries and positions in the Appendices of Ordinance 2020-668.

ATTACHMENTS:

- Ordinance 2020-869
- Schedule of Salaries and Positions

City Council Agenda Summary
Page 2

Respectfully Submitted:



Michael Ciaravino
City Manager

ORDINANCE NO. 2020-869

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON REPLACING THE CHIEF OF STAFF POSITION WITH THE POSITION OF DEPUTY CITY MANAGER, ADDING THE DEPUTY CITY MANGER POSITION TO THE SCHEDULE OF SALARIES AND POSITIONS AND INCLUDING THE SALARY SCHEDULE IN THE 2021-2022 BIENNIAL BUDGET

WHEREAS, Council on October 6, 2020 and November 3, 2020, held study sessions on the 2021-2022 biennial budget: and

WHEREAS, Council on November 10, 24 and December 1, 2020, Council received staff reports and held public hearings on the biennial budget; and

WHEREAS, during the November 10, 2020 meeting the City Manager proposed replacing the Chief of Staff position with a Deputy City Manager position and that the proposed biennial budget accounted for this change; and

WHEREAS, on December 1, 2020, Council approved the Ordinance 2020-688, adopting the 2021-2022 biennial budget: and

WHEREAS the appendices to the approved biennial budget did not contain a schedule of salaries and positions listing the Deputy City Manager position; and

WHEREAS it is the intent of Council to include the Deputy City Manager position in the schedule of salaries and positions and to have the schedule included in biennial budget.

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

Section 1. Findings. The City Council adopts the foregoing recitals as its findings and conclusions regarding the matters described therein, also intending thereby to provide a record of the process involved in its consideration.

Section 2. Approval. The City Council approves the replacement of the Chief of Staff position with the Deputy City Manager position and the inclusion of the Deputy City Manager position in the schedule of salaries and positions.

Section 3. Inclusion of Salary Schedule in Budget Documents. The City Clerk is directed to include the Salary Schedule in the appendices of the 2021-22 biennial budget adopted in Ordinance 2020-688.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such

132583.0004/8275717.1

invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Effective Date. This ordinance shall be in full force and effect five days after its passage and publication.

Passed in open meeting this ___ day of ____, 2020 by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO. _____

**City of Mill Creek
Pay & Classification Plan - 2020 8-Step Pay Plan**

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
30		Annual	127,239	135,305	137,621	143,126	148,851	154,805	160,997	167,437
		Monthly	10,603	11,275	11,468	11,927	12,404	12,900	13,416	13,953
		Hourly	61.1724	65.0507	66.1640	68.8106	71.5630	74.4255	77.4025	80.4986
29	Deputy City Manager/Internal Audit Officer -Chief of Staff----	Annual	121,180	128,862	131,068	136,310	141,763	147,433	153,331	159,464
		Monthly	10,098	10,739	10,922	11,359	11,814	12,286	12,778	13,289
		Hourly	58.2594	61.9530	63.0134	65.5339	68.1552	70.8815	73.7167	76.6654
28	Police Chief	Annual	115,409	122,726	124,826	129,820	135,012	140,413	146,029	151,870
		Monthly	9,617	10,227	10,402	10,818	11,251	11,701	12,169	12,656
		Hourly	55.4851	59.0029	60.0127	62.4132	64.9098	67.5061	70.2064	73.0146
27	Director of Public Works and Development Services, Director of Finance and Administration	Annual	109,913	116,882	118,882	123,638	128,583	133,726	139,076	144,639
		Monthly	9,159	9,740	9,907	10,303	10,715	11,144	11,590	12,053
		Hourly	52.8430	56.1932	57.1550	59.4412	61.8188	64.2916	66.8632	69.5378
26		Annual	104,679	108,867	113,221	117,750	122,460	127,359	132,453	137,751
		Monthly	8,723	9,072	9,435	9,813	10,205	10,613	11,038	11,479
		Hourly	50.3266	52.3397	54.4333	56.6106	58.8751	61.2301	63.6793	66.2264
25	Deputy Chief of Police	Annual	99,695	103,683	107,830	112,144	116,629	121,294	126,146	131,192
		Monthly	8,308	8,640	8,986	9,345	9,719	10,108	10,512	10,933
		Hourly	47.9304	49.8476	51.8415	53.9151	56.0718	58.3146	60.6472	63.0731
24		Annual	94,948	98,745	102,695	106,803	111,075	115,518	120,139	124,944
		Monthly	7,912	8,229	8,558	8,900	9,256	9,627	10,012	10,412
		Hourly	45.6478	47.4738	49.3727	51.3476	53.4015	55.5376	57.7591	60.0694
23	Human Resources Manager	Annual	90,426	94,043	97,804	101,716	105,785	110,017	114,417	118,994
		Monthly	7,535	7,837	8,150	8,476	8,815	9,168	9,535	9,916
		Hourly	43.4738	45.2128	47.0213	48.9022	50.8582	52.8926	55.0083	57.2086
22	Information Systems and Technology Manager, Planning Manager, Supervising Engineer	Annual	86,120	89,564	93,147	96,873	100,748	104,778	108,969	113,327
		Monthly	7,177	7,464	7,762	8,073	8,396	8,731	9,081	9,444
		Hourly	41.4036	43.0598	44.7822	46.5735	48.4364	50.3738	52.3888	54.4844
21		Annual	82,020	85,300	88,712	92,261	95,951	99,789	103,781	107,932
		Monthly	6,835	7,108	7,393	7,688	7,996	8,316	8,648	8,994
		Hourly	39.4325	41.0098	42.6502	44.3562	46.1305	47.9757	49.8947	51.8905
20	Building Official	Annual	78,114	81,238	84,488	87,867	91,382	95,037	98,839	102,792
		Monthly	6,509	6,770	7,041	7,322	7,615	7,920	8,237	8,566
		Hourly	37.5547	39.0569	40.6192	42.2439	43.9337	45.6910	47.5187	49.4194
19		Annual	74,393	77,369	80,464	83,682	87,030	90,511	94,131	97,896
		Monthly	6,199	6,447	6,705	6,974	7,252	7,543	7,844	8,158
		Hourly	35.7660	37.1966	38.6845	40.2319	41.8412	43.5148	45.2554	47.0656
18	Senior Accountant, Senior Planner, Project Engineer, Surface Water Engineer, City Clerk	Annual	70,852	73,686	76,633	79,698	82,886	86,202	89,650	93,236
		Monthly	5,904	6,140	6,386	6,642	6,907	7,183	7,471	7,770
		Hourly	34.0633	35.4258	36.8428	38.3166	39.8492	41.4432	43.1009	44.8250
17	Public Works Supervisor	Annual	67,477	70,176	72,983	75,902	78,938	82,096	85,380	88,795
		Monthly	5,623	5,848	6,082	6,325	6,578	6,841	7,115	7,400
		Hourly	32.4408	33.7384	35.0879	36.4915	37.9511	39.4692	41.0479	42.6898

**City of Mill Creek
Pay & Classification Plan - 2020 8-Step Pay Plan**

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
16	Executive Assistant	Annual	64,264	66,835	69,508	72,289	75,180	78,188	81,315	84,568
		Monthly	5,355	5,570	5,792	6,024	6,265	6,516	6,776	7,047
		Hourly	30.8964	32.1322	33.4175	34.7542	36.1444	37.5902	39.0938	40.6575
15	Administrative Supervisor - Finance and Administration, Support Services Supervisor	Annual	61,204	63,652	66,198	68,846	71,600	74,464	77,442	80,540
		Monthly	5,100	5,304	5,516	5,737	5,967	6,205	6,454	6,712
		Hourly	29.4248	30.6018	31.8259	33.0989	34.4229	35.7998	37.2318	38.7211
14	Associate Planner, Engineering Technician	Annual	58,289	60,621	63,045	65,567	68,190	70,917	73,754	76,704
		Monthly	4,857	5,052	5,254	5,464	5,682	5,910	6,146	6,392
		Hourly	28.0236	29.1445	30.3103	31.5227	32.7836	34.0949	35.4587	36.8771
13	Comm & Mktg Coord, Recreation Coord, Comm Engagement Coord, Police Support Officer	Annual	55,514	57,734	60,044	62,446	64,943	67,541	70,243	73,053
		Monthly	4,626	4,811	5,004	5,204	5,412	5,628	5,854	6,088
		Hourly	26.6894	27.7570	28.8672	30.0219	31.2228	32.4717	33.7706	35.1214
12	Maintenance Worker, Administrative Assistant - PWDS, Accounting Technician	Annual	52,871	54,986	57,185	59,472	61,851	64,325	66,898	69,574
		Monthly	4,406	4,582	4,765	4,956	5,154	5,360	5,575	5,798
		Hourly	25.4186	26.4354	27.4928	28.5925	29.7362	30.9256	32.1627	33.4492
11	Police Evidence Technician	Annual	50,353	52,367	54,462	56,640	58,906	61,262	63,713	66,261
		Monthly	4,196	4,364	4,538	4,720	4,909	5,105	5,309	5,522
		Hourly	24.2082	25.1765	26.1836	27.2309	28.3201	29.4529	30.6311	31.8563
10	Police Records Technician	Annual	47,955	49,873	51,868	53,943	56,101	58,345	60,679	63,106
		Monthly	3,996	4,156	4,322	4,495	4,675	4,862	5,057	5,259
		Hourly	23.0554	23.9776	24.9367	25.9342	26.9715	28.0504	29.1724	30.3393
9		Annual	45,671	47,498	49,397	51,373	53,428	55,565	57,788	60,100
		Monthly	3,806	3,958	4,116	4,281	4,452	4,630	4,816	5,008
		Hourly	21.9571	22.8354	23.7488	24.6987	25.6867	26.7142	27.7827	28.8940
8		Annual	43,496	45,236	47,046	48,928	50,885	52,920	55,037	57,238
		Monthly	3,625	3,770	3,920	4,077	4,240	4,410	4,586	4,770
		Hourly	20.9118	21.7482	22.6182	23.5229	24.4638	25.4424	26.4601	27.5185
7	Customer Service Representative	Annual	41,425	43,082	44,805	46,597	48,461	50,399	52,415	54,512
		Monthly	3,452	3,590	3,734	3,883	4,038	4,200	4,368	4,543
		Hourly	19.9157	20.7124	21.5408	22.4025	23.2986	24.2305	25.1997	26.2077
6		Annual	39,452	41,030	42,671	44,378	46,153	48,000	49,920	51,916
		Monthly	3,288	3,419	3,556	3,698	3,846	4,000	4,160	4,326
		Hourly	18.9674	19.7261	20.5151	21.3357	22.1892	23.0767	23.9998	24.9598
5		Annual	37,573	39,076	40,639	42,265	43,956	45,714	47,542	49,444
		Monthly	3,131	3,256	3,387	3,522	3,663	3,809	3,962	4,120
		Hourly	18.0641	18.7867	19.5382	20.3197	21.1325	21.9778	22.8569	23.7712
4	Preschool Lead Instructor	Annual	35,785	37,217	38,705	40,253	41,864	43,538	45,280	47,091
		Monthly	2,982	3,101	3,225	3,354	3,489	3,628	3,773	3,924
		Hourly	17.2044	17.8925	18.6083	19.3526	20.1267	20.9318	21.7690	22.6398
3		Annual	34,081	35,444	36,862	38,336	39,870	41,464	43,123	44,848
		Monthly	2,840	2,954	3,072	3,195	3,322	3,455	3,594	3,737

**City of Mill Creek
Pay & Classification Plan - 2020 8-Step Pay Plan**

Salary Grade	Position Title	Pay Period	1	2	3	4	5	6	7	8
		Hourly	16.3850	17.0404	17.7220	18.4309	19.1681	19.9349	20.7322	21.5615
2		Annual	32,458	33,757	35,107	36,511	37,972	39,490	41,070	42,713
		Monthly	2,705	2,813	2,926	3,043	3,164	3,291	3,423	3,559
		Hourly	15.6049	16.2291	16.8783	17.5534	18.2556	18.9858	19.7452	20.5350
1	Maintenance Aide, Engineering Intern	Annual	30,912	32,149	33,434	34,772	36,163	37,609	39,114	40,678
		Monthly	2576.0045	2679.0447	2786.2065	2897.6547	3013.5609	3134.1034	3259.4675	3389.8462
		Hourly	14.8616	15.4560	16.0743	16.7172	17.3859	18.0814	18.8046	19.5568
A3		Annual	29,441	30,619	31,843	33,117	34,442	35,820	37,252	38,742
		Monthly	2,453	2,552	2,654	2,760	2,870	2,985	3,104	3,229
		Hourly	14.1544	14.7205	15.3094	15.9217	16.5586	17.2210	17.9098	18.6262
A2		Annual	28,041	29,163	30,329	31,542	32,804	34,116	35,481	36,900
		Monthly	2,337	2,430	2,527	2,629	2,734	2,843	2,957	3,075
		Hourly*	13.4813	14.0205	14.5813	15.1646	15.7712	16.4020	17.0581	17.7404
A1	Preschool Assistant	Annual	26,706	27,775	28,886	30,041	31,243	32,492	33,792	35,144
		Monthly	2,226	2,315	2,407	2,503	2,604	2,708	2,816	2,929
		Hourly*	12.8396	13.3532	13.8873	14.4428	15.0205	15.6213	16.2462	16.8960

* Washington State 2020 Minimum Wage \$13.50



Agenda Item # _____

Meeting Date: December 8, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: ADDENDUM NO. 1 TO PROFESSIONAL SERVICES CONTRACT
2017-1379 FOR ON-CALL ENGINEERING SERVICES**

PROPOSED MOTION:

Adopt a resolution authorizing the City Manager to execute Addendum No. 1 to Professional Services Contract 2017-1379 for On-Call Engineering services with Perteet, Inc. to: 1) to increase the maximum amount of the contract to not exceed \$200,000.00, and 2) extend the expiration date for the contract to December 31, 2021, including a 5% rate increase as allowed by the terms of the contract.

KEY FACTS AND INFORMATION SUMMARY:

Background

- In May of 2017, the City entered into an On-Call contract for engineering services with Perteet (Contract 2017-1379) not to exceed \$49,999. The contract was initiated to support the Public Works staff when Scott Smith, Public Works Director/City Engineer, left the City for another employment opportunity. The contract was to expire at the end of 2018, but allowed for up to two additional one-year administrative extensions. The contract also allowed for rate increases of up to 5% annually upon extension. In 2017, approximately \$27,000 was expended, mostly on stormwater projects, but some work was also done reviewing private development projects.
- In 2018, a new Public Works Director was on board. The focus of the PW Engineering staff transitioned to capital projects, including the 35th Avenue Bridge project. Engineering resources were not available for review of private development projects; thus, the on-call contract with Perteet was utilized to review almost 100% of private development engineering plans as well as support some City-initiated engineering. Approximately \$60,000 was spent under the contract in 2018, nearly all for reviewing private development. Apparently, staff did not realize that the contract's \$49,999 limit had been exceeded. At the end of the year, the City administratively extended the contract for an additional year. No rate increase was requested by Perteet.
- In 2019, approximately \$27,000 of the \$32,000 spent on the contract was spent on review of private development engineering plans, with the balance being spent on City-initiated public works support. At the end of 2019, the contract was again administratively extended to the end of 2020; this extension included a 5% rate increase for work performed in 2020. All of the expenses in 2019 exceed the contract limit of \$49,999.

City Council Agenda Summary

Page 2

- In 2020, Perteet has continued to be utilized for both private development review and City-generated public works support. Approximately \$25,000 has been spent to date so far in 2020 and additional work is expected through the end of the year. Expenses continue to exceed the contract limit of \$49,999.

Over all, approximately \$145,000 has been spent utilizing the on-call contract, well over the contract limit. Of that \$145,000, about \$84,000 was for development review (over three+ years). Those charges are all reimbursed through our permit process; developers paid for all of that \$84,000. The remainder was for PW project support and stormwater work (over three+ years). Staff acknowledges that the contract should have been better managed and that the cost overrun should not have occurred. What needs to happen going forward is to update the existing contract to be into conformance with City policy and to take steps to better manage the contracts in the future.

Staff is proposing a two-step approach to address this matter:

- 1) Step One. Approve an addendum to the “On Call” contract that would:
 - a. Increase the on-call contract limit to \$200,000; and
 - b. Extend the expiration date.

This amended On-Call contract would be used going forward *as it was originally intended* as a potential vendor for City-initiated public works support projects and assistance. The \$200,000 contract limit would cover the existing \$145,000 already expended and add approximately \$50,000 available for 2021.

- 2) Step Two. Prepare and execute a second, separate “Development Services Support” contract with Perteet *for the purpose of reviewing private development projects in the City* for 2021. This separate contract would have a maximum contract amount of \$75,000 for 2021, the maximum amount that might occur in a calendar year. Two, one-year time extensions would be allowable, as long as the contract limit was maintained. Fees from development applications and permits would fund charges under this contract.

The topic of this Agenda Item addresses Step One as described above. Step Two, executing a separate contract for engineering review of private development, will be covered in a subsequent Agenda Item.

Addendum No.1 to Contract 2017-1379 addresses three items:

- Contract Limit - Addendum No. 1 increases the not to exceed cumulative maximum expense in the contract to \$200,000, which will recognize the expenses to date and allows for sufficient funds going forward to provide potential support for city-initiated public works tasks. This assistance is especially necessary until additional engineering staff is hired as proposed in the upcoming budget.
- Expiration Date - Addendum No. 1 also extends the term of the Contract to December 31, 2021. The original contract was set to expire on December 31, 2018. Per the terms of the agreement, the City has twice administratively extended the expiration date by one year,

City Council Agenda Summary

Page 3

resulting in the current December 31, 2020 expiration date. For the City to conduct potential engineering work through 2021, the contract needs to be extended through December 31, 2021.

- Rates – Under the original contract, Perteet was allowed to raise their rates by up to 5% at each of the two contract extensions. They did not take the first increase when the contract was extended to December 31, 2019. They did take the 5% increase when the contract was extended to December 31, 2020. They have requested a 5% increase for work done in 2021.

CITY MANAGER RECOMMENDATION:

- Approve the attached resolution authorizing the City Manager to execute the attached Addendum No. 1 to Contract 2017-1379 for On-Call Engineering services with Perteet.

ATTACHMENTS:

- Attachment 1 – Resolution authorizing City Manager to execute Addendum No. 1 to contract 2017-1379 with Perteet, Inc.
- Attachment 2 - Addendum No. 1 to Contract 2017-1379 for On-Call Engineering services with Perteet (included Revised Exhibit C 2021 Rates)
- Attachment 3 - Contract 2017-1379

Respectfully Submitted:



Michael Ciaravino
City Manager

g:\public works and development services department\council meeting packages\pereteet on call engineering services\1 summary - pereteet addendum 1tr.mt.docx



Professional Services Contracts for On Call Engineering

December 8, 2020

AGENDA ITEM #F.

Professional Services Contract 2017-1379



- Contract with Perteet Inc. for On Call Engineering Services
- Started administratively in 2017 with City Manager authority for up to \$49,999 total
- We have spent approximately \$145K to date
- Need to get proper authorization in place to pay them for work that has been done
- Need to get a better system moving forward

Professional Services Contract 2017-1379



Perteet Contract is an example of how we use outside vendors to access specialists, help with peak loads, and backfill for vacancies.

2017: On Call Engineering Services Agreement (2017-1379)
created as a backup resource

- Started when City Engineer and SW Tech moved on
- Up to \$49,999, through end of 2018
- Used ~\$27K for stormwater and private development support

Professional Services Contract 2017-1379



2018: Continued to use On Call services

- Internal staff focus on PW projects (35th Ave bridge, etc.)
- Contractor used to review nearly 100% of private development to backfill staff shortages and peak load
- ~\$60K, nearly all private development support

Professional Services Contract 2017-1379



2019: Contract extended administratively to December 2019,
same rates

- Continued internal staff focus on PW projects
- Contractor used to review ~\$27K private development,
~\$5K PW support to backfill staff shortages and peak
workload

Professional Services Contract 2017-1379



2020: Contract extended administratively to December 2020,
5% rate increase

- Used for both private development review and PW support
- ~\$25K YTD, work continues to backfill vacancies

Professional Services Contract 2017-1379



2021:

- **Step One:** Amend Contract 2017-1379 On Call Engineering Services
 - Amend amount to cover past expenses (~\$145K to date)
 - Extend to end of 2021, \$200K maximum to wrap up work in process/continue expertise on prior projects/provide options
 - Exclusively for PW/SW engineering support

- **Step Two:** New Contract for Development Services Support
 - \$75K maximum, to end of 2021
 - Exclusively for Development Services Support
 - These charges are typically 100% covered by developer fees

Professional Services Contract 2017-1379



Staff recommendation:

- Split into two contracts, for better management and tracking
- Both contracts have added a vendor requirement to track running totals against the authorized maximums
- As new engineering staff is hired, many of these functions will be absorbed by staff
- Contracts will again be used for backfill and peak loads
- These are tools in our toolbox to do both PW projects and support Private Development. We don't use them if we don't need them.

Professional Services Contract 2017-1379



Tonight's proposed action:

- Adopt a resolution authorizing the City Manager to execute an Addendum to 2017-1379 (clean up and PW support for 2021)
- Adopt a resolution authorizing the City Manager to execute a new contract (Development Services Support)

ATTACHMENT 1

RESOLUTION NO. 2020-595

A RESOLUTION AUTHORIZING EXECUTION OF ADDENDUM EXTENDING BY ONE YEAR THE TERM OF CONTRACT 2017-1379 WITH PERTEET, INC., AND INCREASING THE MAXIMUM CONTRACT AMOUNT

THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON DOES RESOLVE AS FOLLOWS;

Section 1. The City Manager or his designee is hereby authorized to execute Addendum No. 1 to Contract 2017-1379, with Perteet, Inc., for on-call engineering services extending by one year the contract term and increasing the maximum contract amount by an amount not to exceed \$200,000, and revisions to other terms as set forth in Addendum No. 1, a copy of which is attached.

Adopted this 8th day of December by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 2020-_____

ATTACHMENT 2

**CITY OF MILL CREEK
ADDENDUM NO. 1
TO CONTRACT 2017 – 1379
CONTRACT FOR ON-CALL ENGINEERING
CONSULTANT SERVICES**

I. Parties

1.1 This Addendum No. 1 (hereinafter Addendum No. 1) to the Contract for Professional Services is entered into this ____ day of _____, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and **Perteet, Inc.**, a Washington corporation, located at **2707 Colby Avenue, Suite 900, Everett, Washington 98201**, (hereinafter “Consultant”).

II. Recitals

- 2.1 The parties have previously entered into a Contract for On-Call Engineering Services, on May 26, 2017, (hereinafter “Original Agreement”).
- 2.2 The expiration date of the Original Agreement has been administratively extended by the City twice pursuant to the terms of the Original Agreement.
- 2.3 One 5% increase in the hourly rates for Consultant’s staff set forth in Exhibit C of the Original Agreement for work performed during calendar year 2020 was administratively approved.
- 2.4 The current expiration date of the Original Agreement is December 31, 2020; however, the maximum expenditure permitted under the Original Agreement (\$49,999) has been exceeded; thus, the maximum expenditure needs to be amended to a higher limit. Increasing the maximum expenditure above \$50,000 requires approval by the City Council.
- 2.5 In addition to the increase of the maximum expenditure, staff is requesting extending the contract until December 31, 2021, and authorizing a 5% rate increase for services performed in 2021.
- 2.6 The parties wish to continue their relationship with modifications to the terms and conditions of the Original Agreement.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modifications and additions to the Original Agreement.

III. Amendments to the Original Agreement

3.1 Section 4.1, Term, of the Original Agreement is amended to read as follows:

The term of this Agreement shall be extended to December 31, 2021, unless terminated earlier as set forth in Section 10.1.

3.2 Section 5.1, Compensation, of the Original Agreement is amended to read as follows:

Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and rate(s) specified in the Compensation Schedule, attached as Exhibit C and incorporated by this reference. The hourly rates may be adjusted not more than once per calendar year by a reasonable amount, but the increase must be approved in advance by the City and may not exceed five percent. The new rates shall be summarized in a revised Exhibit C that indicates the date at which the new rates go into effect. In no event shall total compensation paid to Consultant for the Work Orders under this Agreement exceed two hundred thousand dollars (\$200,000). Each invoice shall state the cumulative total charges billed under the Agreement. The City will not compensate Consultant for any services performed once the maximum authorized sum is reached. Consultant shall be responsible for monitoring its billings and for advising the City if it anticipates that any authorized work is likely to exceed the maximum authorized contract sum.

3.3 The rates as contained in the new Revised Exhibit C (attached to this Addendum No. 1) shall be effective on January 1, 2021.

3.4 Original Agreement Retained. Except as specifically modified herein, all other provisions of the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above in Section 1.1.

CITY OF MILL CREEK

PERTEET, INC.

Michael Ciaravino, City Manager

Name: Crystal L. Donner

ATTEST:

Title: President

Naomi Fay, Interim City Clerk

CITY OF MILL CREEK

Mike Todd, Director of Public Works & Development Services

APPROVED AS TO FORM:

BY: _____
Grant Degginger, Interim City Attorney

Revised Exhibit C

City of Mill Creek On-Call Agreement No. 2017-1379			
Perteet, Inc.			
	2017-18-19 Rate	2020 Rate	2021 Rate
Principal	225	236.25	248.06
Sr. Associate	195	204.75	214.99
Sr. Engineer/Manager	180	189.00	198.45
Lead Engineer	160	168.00	176.40
Engineer III	130	136.50	143.33
Engineer II	110	115.50	121.28
Engineer I	95	99.75	104.74
Sr. Planner	160	168.00	176.40
Lead Planner	140	147.00	154.35
Planner III	115	120.75	126.79
Planner II	105	110.25	115.76
Planner I	80	84.00	88.20
Sr. Ecologist	160	168.00	176.40
Lead Ecologist	140	147.00	154.35
Ecologist III	115	120.75	126.79
Ecologist II	100	105.00	110.25
Ecologist I	80	84.00	88.20
Lead Technician	110	115.50	121.28
Technician III	95	99.75	104.74
Technician II	80	84.00	88.20
Technician I	70	73.50	77.18
Contract Administrator	95	99.75	104.74
Accountant	90	94.50	99.23
Graphics Specialist	90	94.50	99.23
Clerical	75	78.75	82.69
Construction Engineering Supervisor	175	183.75	192.94
Construction Engineering Manager	165	173.25	181.91
Construction Manager	120	126.00	132.30
Assistant Construction Manager	120	126.00	132.30
Construction Engineer III	125	131.25	137.81
Construction Engineer II	110	115.50	121.28
Construction Engineer I	85	89.25	93.71
Sr. Construction Observer	120	126.00	132.30

Construction Observer II	80	84.00	88.20
Construction Observer I	70	73.50	77.18
Sr. Construction Technician	105	110.25	115.76
Construction Technician III	100	105.00	110.25
Construction Technician II	90	94.50	99.23
Construction Technician I	75	78.75	82.69

G:\Public Works and Development Services Department\Council Meeting Packages\Perteet On Call Engineering Services\3 Attachment 1 Consultant Contract Addendum No. 1 December 2020.docx

Attachment 3

**CITY OF MILL CREEK
CONTRACT FOR ON-CALL CONSULTANT SERVICES
CONTRACT NUMBER 2017-1379
ON-CALL ENGINEERING SERVICES**

1. Parties

1.1 THIS AGREEMENT entered into this 21st day of May, 2017, is between the City of Mill Creek, a Washington municipal corporation, with an address of 15728 Main Street, Mill Creek, Washington, 98012, ("City"), and Perteet, Inc, a Washington corporation, with an address of 2707 Colby Avenue, Suite 900, Everett, Washington, 98201, ("Consultant").

2. Recitals

2.1 The City desires to contract with Consultant for the performance of certain engineering services on an on-call basis and Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

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

3. Scope of Services

3.1 Consultant shall furnish labor, materials, and supplies necessary to perform the Scope of Services attached as **Exhibit A**, which is incorporated by this reference, on an on-call basis when ordered by the City as described in this Agreement. All services shall be conducted in a professional manner and to professional standards and shall meet the approval of the City Manager and/or City Council, as appropriate.

3.2 The City will order Consultant's services under this Agreement for each individual project by issuing an order for work ("Work Order") to the Consultant, in substantially the same form attached as Exhibit B. The Work Orders will supply the specific terms and conditions applicable to the individual projects, and, in combination with this Agreement, will comprise the entire agreement for each project.

3.3 The City shall review performance, reports or other submittals as identified in **Exhibit A** for each project, and may require such modifications as it deems appropriate to bring the services into compliance with this Agreement.

4. Term

4.1 The initial term of this Agreement shall run through December 31, 2018 unless earlier terminated as set forth below. This contract may be extended in accordance with the provisions of this agreement for up to two (2) additional one-year extensions.

4.2 Notwithstanding the anticipated duration of this Agreement, there is no guarantee that any amount of services will be assigned to Consultant except as stated in an executed Work Order.

5. Compensation

5.1 Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and rate(s) specified in the Compensation Schedule, attached as **Exhibit C** and incorporated by this reference. The hourly rates may be adjusted not more than once per calendar year by a reasonable amount, but the increase must be approved in advance by the City and may not exceed five percent. The new rates shall be summarized in a revised **Exhibit C** that indicates the date at which the new rates go into effect. In no event shall total compensation paid to Consultant for the Work Orders issued during any calendar year under this Agreement exceed Forty-Nine-Thousand-Nine-Hundred-Ninety-Nine-Dollars and Zero-Cents (\$49,999.00) without written authorization by the City.

5.2 Consultant shall invoice the City on a monthly basis for services rendered under this Agreement. 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.

6. Independent Contractor

6.1 Consultant is an independent contractor with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

7. Ownership

7.1 All reports, plans, specifications, data, maps and documents produced by the Consultant to the City in the performance of this Agreement, whether in draft or final form and whether written, computer or other form, (collectively, "Work Product") shall be the property of the City, and the City shall be deemed the "author" of all Work Product and all such Work Product will constitute "works made for hire" under applicable

copyright law. To the extent that any such Work Product does not qualify as a work made for hire under applicable law, and to the extent that such materials include or constitute trade secret, copyrightable or other protectable intellectual property, Consultant hereby assigns all right, title and interest of Consultant in such materials (including all related intellectual property rights) to the City.

To the extent it is determined any records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56). The Consultant shall promptly deliver such records to the City for purposed of responding to a public records request. This section shall survive termination of this agreement.

8. Insurance

Consultant shall provide written verification of coverage as outlined below prior to commencing Services and shall be attached to this agreement as **Exhibit D**.

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

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

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

8.3.1 Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.

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

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

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

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

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

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

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

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

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

8.7 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.

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

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

9. Indemnification

9.1 Consultant shall defend, indemnify and hold the City, its officers, officials,

employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. **THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.** The provisions of this section shall survive the expiration or termination of this Agreement.

10. Termination

10.1 The City may terminate this Agreement, with or without cause, upon five (5) days written notice to the Consultant at the address given above. The City shall pay Consultant only for the work completed by Consultant and accepted by the City in accordance with this Agreement.

11. General Provisions

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

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

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

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

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

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

11.7 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.

11.8 Survival. Sections 3, 5, 7, 9, and 11 shall survive termination of this Agreement.

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

DATED this 26th day of May, 2017.

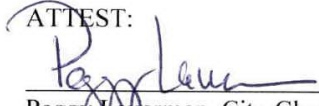
CITY OF MILL CREEK


Rebecca Polizzotto, City Manager

CONSULTANT – PERTEET, INC.


Crystal L. Donner

President

ATTEST:

Peggy Lauterman, City Clerk

APPROVED AS TO FORM:

BY: _____
Scott Missall, City Attorney

ATTACHMENTS:

- EXHIBIT A:** Scope of Services
- EXHIBIT B:** Work Order Form
- EXHIBIT C:** Compensation Schedule
- EXHIBIT D:** Insurance Verification

EXHIBIT A

SCOPE OF SERVICES

The Consultant shall provide the City with on-call engineering services as directed by the City Engineer. All major work items shall be done on a Work Order basis. The Consultant shall submit a scope of work and cost estimate for each Work Order for approval by the City prior to beginning work.

The on-call engineering services may include, but is not limited to:

- Engineering review of work prepared by other consultants for capital projects
- Engineering review of private land development project submittals
- Construction administration and/or management support for capital projects
- Field inspection of development and/or capital project construction
- Traffic engineering
- Road design and transportation planning
- Pavement Management
- Drainage and stormwater /LID engineering
- Building facility equipment (HVAC, lighting, security systems, etc.) improvements
- Surveying work
- Environmental / SEPA / NEPA permitting and/or review
- Grant applications

The generation of any electronic AutoCAD files shall be to current APWA Standards.

**EXHIBIT B
WORK ORDER FORM**

(SEE ATTACHED)

761225.2/014455.00065

**CITY OF MILL CREEK
WORK ORDER No. ____.
FOR ON-CALL CONSULTANT SERVICES
CONTRACT NUMBER 2017-1379**

This Work Order No. ____ ("Work Order") is issued pursuant to the On-Call Consultant Services Contract No. 2017-1379 ("Agreement") between the City of Mill Creek ("City"), and Perteet, Inc ("Consultant"). The Work Order is effective on the later of the two signature dates appearing below. All terms of the Agreement shall apply to this Work Order, unless expressly stated otherwise below.

A. Description of Services: Consultant will provide the following services under this Work Order ("Services"):

- Engineering review of work prepared by other consultants for capital projects
- Engineering review of private land development project submittals
- Construction administration and/or management support for capital projects
- Field inspection of development and/or capital project construction
- Traffic engineering
- Road design and transportation planning
- Pavement Management
- Drainage and stormwater /LID engineering
- Building facility equipment (HVAC, lighting, security systems, etc.) improvements
- Surveying work
- Environmental / SEPA / NEPA permitting and/or review
- Grant applications

B. Deliverables: As the product of its Services, the Consultant will provide the City with the following deliverables ("Deliverables"):

Specific to each work order.

C. Personnel: The following personnel shall be assigned to provide the Services:

Senior Engineer/Manager, Lead Engineer/Manager, Specifications Writer, Engineer III, Engineer II, Engineer I, Senior Ecologist/Manager, Lead Ecologist/Manager, Ecologist III, Ecologist II, Ecologist I, Contract Administrator, Accountant, Graphics Specialist, Clerical, Office Technician, One Person Survey Crew, Two Person Survey Crew, Three Person Survey Crew, Construction Engineer III, Construction Engineer II, Construction Engineer I, Senior Construction Technician, Construction Technician III, Construction Technician II, Construction Technician I.

D. Acceptance Procedure:

Specific to each work order.

E. Project Schedule and Milestones:

Specific to each work order.

F. Compensation:

Consultant will charge the City the hourly rates stated in the Agreement, up to and not to exceed the following amount without prior written approval from the City:

\$ _____

G. Additional Terms:

CITY OF MILL CREEK

CONSULTANT – PERTEET, INC.

By: _____

By: _____

Name: _____

Name: Crystal L. Donner

Title: _____

Title: President

Signature Date: _____

Signature Date: _____

EXHIBIT C
COMPENSATION SCHEDULE

(SEE ATTACHED)

761225.2/014455.00065



**PERTEET
Schedule of 2017 Billing Rates**

<u>Engineering, Planning and Environmental Classifications</u>	<u>2017 Hourly Rate</u>
Principal	225.00
Senior Associate	195.00
Senior Engineer/Manager	180.00
Lead Engineer/Manager	160.00
Specifications Writer	160.00
Engineer III	130.00
Engineer II	110.00
Engineer I	95.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Program Support Specialist III	115.00
Program Support Specialist II	105.00
Program Support Specialist I	80.00
Planner III	115.00
Planner II	105.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	110.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	90.00
Graphics Specialist	90.00
Clerical	75.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates

Expert Witness Rates:

Consulting & Preparation Time @ standard hourly rates
 Court Proceedings & Depositions (4 hour minimum) @ 1.5 times hourly rates

Direct Expenses

Rate

Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

Survey Classifications

2017 Hourly Rate

Principal Surveyor	185.00
Survey Manager	145.00
Professional Land Surveyor II	125.00
Professional Land Surveyor I	115.00
Office Technician	100.00
Field Technician III	95.00
Field Technician II	85.00
Field Technician I	65.00
One Person Survey Crew	95.00
Two Person Survey Crew	175.00
Three Person Survey Crew	235.00

Direct Survey Expenses

Rate

Dual Frequency GPS Receiver	\$150.00 per unit per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Laser Scanner	\$65.00 per hour
Survey monuments & cases	Cost plus 10 percent

<u>Construction Classifications</u>	<u>2017 Hourly Rate</u>
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	125.00
Construction Engineer II	110.00
Construction Engineer I	85.00
Senior Construction Observer	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	100.00
Construction Technician II	90.00
Construction Technician I	75.00

Note: All rates are subject to revisions on a yearly basis with an effective date of January 1st.

EXHIBIT D
INSURANCE VERIFICATION
(SEE ATTACHED)

761225.2/014455.00065

Client#: 326377 PERTEINC
ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2017

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 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 USI Kibble & Prentice PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-852 E-MAIL ADDRESS: PL.CertRequest@usi.biz														
INSURED Perteet, Inc. P.O. Box 1186 Everett, WA 98206-1186	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Indemnity Company of</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety C</td> <td>31194</td> </tr> <tr> <td>INSURER C : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company of	25682	INSURER B : Travelers Casualty and Surety C	31194	INSURER C : Phoenix Insurance Company	25623	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Indemnity Company of	25682														
INSURER B : Travelers Casualty and Surety C	31194														
INSURER C : Phoenix Insurance Company	25623														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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 type="checkbox"/> LOC OTHER:			6809A973147	06/27/2016	06/27/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BA9A974666	06/27/2016	06/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6809A973147 (WA Stop Gap)	06/27/2016	06/27/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			106321064	06/27/2016	06/27/2017	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #20160281, Contract #2017-1379, City of Mill Creek On-Call Engineering Services.
 The General Liability policy include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER City of Mill Creek Attn: Kamal Mahmoud 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
---	--

This page has been left blank intentionally.

Policy # 6809A973147

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

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. 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.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an 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 that is available to such additional insured which covers such additional insured as a named insured, 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 entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights 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, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



Agenda Item # _____

Meeting Date: December 8, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: PROFESSIONAL SERVICES CONTRACT FOR ON-CALL
ENGINEERING SERVICES FOR PRIVATE DEVELOPMENT
REVIEW**

PROPOSED MOTION:

Approve a resolution authorizing the City Manager to execute the attached Professional Services Contract with Perteet, Inc. for On-Call Engineering Review for Private Development, not to exceed \$75,000.

KEY FACTS AND INFORMATION SUMMARY:

Background

The City has been utilizing Perteet, Inc. for on call engineering services since May, 2017. The use of these services transitioned from occasional support for public works services related to City-initiated projects to also including the engineering review of almost 100% of the private development engineering plans. The City has used Perteet for review of private development engineering plans as PW staff focused on supporting City-initiated capital projects, including the 35th Avenue Bridge project, and changes in engineering staff.

To facilitate the management and monitoring of consultant work for both City-initiated and private development engineering plan review, staff is proposing having two separate contracts, one for each engineering focus. The existing contract with Perteet for on-call public works services (Contract 2017-1379) will be extended and utilized only for City initiated Public Works projects as needed going forward. This will be consistent with the original intent of the contract.

Attached is a new, second professional services contract with Perteet specifically directed at reviewing private development engineering plans. The contract for the review of private development engineering plans is necessary because the City currently lacks the resources to conduct the reviews in house. Providing prompt and professional services to the private developers (customers) is an important component of economic development. The proposed new contract has a maximum contract limit of \$75,000 and automatically expires on December 31, 2021 (one year term). The contract includes a provision to allow up to two one-year time extensions as long as the contract dollar limit is not exceeded. The contract also allows for rate increases of up to 5% annually if extended. It is important to know that the funds to pay for the consultant work comes from civil permit and development application fees which more than cover the cost of the contract.

CITY MANAGER RECOMMENDATION:

Approve the attached resolution authorizing the City Manager to execute the attached

City Council Agenda Summary
Page 2

professional services contract with Perteet, Inc. for On-Call Engineering Review for Private Development, not to exceed \$75,000.

ATTACHMENTS:

- Attachment 1 – Resolution authorizing City Manager to execute a Professional Services Contract with Perteet, Inc. for the Review of Private Development.
- Attachment 2 – Proposed Professional Services Contract with Perteet, Inc. for the Review of Private Development.

Respectfully Submitted:



Michael Ciaravino
City Manager

g:\public works and development services department\council meeting packages\perteet on call private development review\1 summary - perteet on call private development review final.docx

ATTACHMENT 1

RESOLUTION NO. 2020-596

A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT WITH PERTEET, INC., FOR DEVELOPMENT SERVICES SUPPORT

THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON DOES RESOLVE AS FOLLOWS;

Section 1. The City Manager or his designee is hereby authorized to execute a contract with Perteet, Inc., for Development Services Support for a term of one year, with an option for two one-year extensions at the City's election and for an amount not to exceed \$75,000. A copy of the Contract is attached.

Adopted this 8th day of December by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 2020-_____

132583.0004/8276011.1

ATTACHMENT 2

**CITY OF MILL CREEK
CONTRACT FOR ON-CALL CONSULTANT SERVICES
CONTRACT NUMBER 2020-_____
ON-CALL ENGINEERING SERVICES FOR PRIVATE DEVELOPMENT**

1. Parties

1.1 THIS AGREEMENT entered into this _____ day of _____, 2020, is between the City of Mill Creek, a Washington municipal corporation, with an address of 15728 Main Street, Mill Creek, Washington, 98012, ("City"), and Perteet, Inc., a Washington corporation, with an address of 2707 Colby Avenue, Suite 900, Everett, Washington, 98201, ("Consultant").

2. Recitals

2.1 The City desires to contract with Consultant for the performance of certain engineering services for private development on an on-call basis and Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

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

3. Scope of Services

3.1 Consultant shall furnish labor, materials, and supplies necessary to perform the Scope of Services attached as **Exhibit A**, which is incorporated by this reference, on an on-call basis when ordered by the City as described in this Agreement. All services shall be conducted in a professional manner, in accordance with the applicable professional standard of care and shall meet with the approval of the City Manager, the Director of Public Works and Development Services and/or City Council, as appropriate.

3.2 The City will order Consultant's services under this Agreement for each individual project by issuing an order for work ("Work Order") to the Consultant, in substantially the same form attached as Exhibit B. The Work Orders will supply the specific terms and conditions applicable to the individual projects, and, in combination with this Agreement, will comprise the entire Agreement for each project.

3.3 The City shall review performance, reports or other submittals as identified in **Exhibit A** for each project, and may require such modifications as it deems appropriate to bring the services into compliance with this Agreement.

4. Term

4.1 The initial term of this Agreement shall expire on December 31, 2021 unless earlier terminated as set forth below. This contract may be administratively extended in accordance with the provisions of this Agreement for up to two (2) additional one-year extensions.

4.2 Notwithstanding the anticipated duration of this Agreement, there is no guarantee that any amount of services will be assigned to Consultant except as stated in an executed Work Order.

5. Compensation

5.1 Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and rate(s) specified in the Compensation Schedule, attached as **Exhibit C** and incorporated by reference. The hourly rates may be adjusted not more than once per calendar year by a reasonable amount, but the increase must be approved in advance by the City and may not exceed five percent. The new rates shall be summarized in a revised **Exhibit C** that indicates the date at which the new rates go into effect. In no event shall total compensation paid to Consultant for the Work Orders issued under this Agreement exceed Seventy-Five Thousand Dollars and Zero-Cents (\$75,000.00) without written authorization by the City. The City will not compensate Consultant for any services performed once the maximum authorized sum is reached. Consultant shall be responsible for monitoring its billings and for advising the City if it anticipates that any authorized work is likely to exceed the maximum authorized contract sum.

5.2 Consultant shall invoice the City on a monthly basis for services rendered under this Agreement. Each invoice shall state the cumulative total charges billed under the Agreement. 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.

6. Independent Contractor

6.1 Consultant is an independent contractor with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

7. Ownership

7.1 All reports, plans, specifications, data, maps and documents produced by the Consultant to the City in the performance of this Agreement, whether in draft or final form and whether written, computer or other form, (collectively, "Work Product") shall be the property of the City, and the City shall be deemed the "author" of all Work Product and all such Work Product will constitute "works made for hire" under applicable copyright law. To the extent that any such Work Product does not qualify as a work made for hire under applicable law, and to the extent that such materials include or constitute trade secret, copyrightable or other protectable intellectual property, Consultant hereby assigns all right, title and interest of Consultant in such materials (including all related intellectual property rights) to the City.

To the extent it is determined any records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56). The Consultant shall promptly deliver such records to the City for purposed of responding to a public records request. This section shall survive termination of this agreement.

8. Insurance

Consultant shall provide written verification of coverage as outlined below prior to commencing Services and shall be attached to this agreement as **Exhibit D**.

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

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

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

8.3.1 Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.

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

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

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

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

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

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

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

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

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

8.7 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.

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

8.9 Failure to Maintain Insurance - Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance

and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

9. Indemnification

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

9.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. **THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.** The provisions of this section shall survive the expiration or termination of this Agreement.

10. Termination

10.1 The City may terminate this Agreement, with or without cause, upon five (5) days written notice to the Consultant at the address given above. The City shall pay Consultant only for the work completed by Consultant and accepted by the City in accordance with this Agreement.

11. General Provisions

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

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

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

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

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

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

11.7 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.

11.8 Survival. Sections 3, 5, 7, 9, and 11 shall survive termination of this Agreement.

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

DATED this _____ day of _____, 2020

CITY OF MILL CREEK

CONSULTANT – PERTEET, INC.

Michael Ciaravino, City Manager

Crystal L. Donner, President

ATTEST:

Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:

BY: _____
Grant Degginger, City Attorney

ATTACHMENTS:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Work Order Form
- EXHIBIT C: Compensation Schedule
- EXHIBIT D: Insurance Verification

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall provide the City with on-call engineering services for private development as directed by the City. All major work items shall be done on a Work Order basis. The Consultant shall submit a scope of work and cost estimate for each Work Order for approval by the City prior to beginning work.

The on-call engineering services may include, but is not limited to:

- Engineering review of private land development project submittals
- Field inspection of development construction
- Traffic engineering review
- Road design and transportation planning review
- Drainage and stormwater /LID engineering review
- Environmental / SEPA / NEPA permitting and/or review

The generation of any electronic AutoCAD files shall be to current APWA Standards.

EXHIBIT B

WORK ORDER FORM

**CITY OF MILL CREEK
WORK ORDER No. ____.
FOR ON-CALL CONSULTANT SERVICES FOR PRIVATE DEVELOPMENT
CONTRACT NUMBER 2021-_____**

This Work Order No. ____ ("Work Order") is issued pursuant to the On-Call Consultant Services Contract No. 2021-_____ ("Agreement") between the City of Mill Creek ("City"), and Pertect, Inc. ("Consultant"). The Work Order is effective on the later of the two signature dates appearing below. All terms of the Agreement shall apply to this Work Order, unless expressly stated otherwise below.

A. Description of Services: Consultant will provide the following services under this Work Order ("Services"):

- Engineering review of private land development project submittals
- Field inspection of development construction
- Traffic engineering review
- Road design and transportation planning review
- Drainage and stormwater /LID engineering review
- Environmental / SEPA / NEPA permitting and/or review

B. Deliverables: As the product of its Services, the Consultant will provide the City with the following deliverables ("Deliverables"):

Specific to each work order.

C. Personnel: The following personnel shall be assigned to provide the Services:

Senior Engineer/Manager, Lead Engineer/Manager, Specifications Writer, Engineer III, Engineer II, Engineer I, Senior Ecologist/Manager, Lead Ecologist/Manager, Ecologist III, Ecologist II, Ecologist I, Contract Administrator, Accountant, Graphics Specialist, Clerical, Office Technician, Construction Engineer III, Construction Engineer II, Construction Engineer I, Senior Construction Technician, Construction Technician III, Construction Technician II, Construction Technician I.

D. Acceptance Procedure:

Specific to each work order.

E. Project Schedule and Milestones:

Specific to each work order.

F. Compensation:

Consultant will charge the City the hourly rates stated in the Agreement, up to and not to exceed the following amount without prior written approval from the City:

\$ _____

G. Additional Terms:

CITY OF MILL CREEK

CONSULTANT – PERTEET, INC.

By: _____

By: _____

Name: _____

Name: Crystal L. Donner

Title: _____

Title: President

Signature Date: _____

Signature Date: _____

EXHIBIT C

2020/2021 COMPENSATION SCHEDULE

Engineering, Planning and Environmental Classifications	Hourly Rate
Principal	248.06
Sr. Associate	214.99
Sr. Engineer/Manager	198.45
Lead Engineer	176.40
Engineer III	143.33
Engineer II	121.28
Engineer I	104.74
Sr. Planner	176.40
Lead Planner	154.35
Planner III	126.79
Planner II	115.76
Planner I	88.20
Sr. Ecologist	176.40
Lead Ecologist	154.35
Ecologist III	126.79
Ecologist II	110.25
Ecologist I	88.20
Lead Technician	121.28
Technician III	104.74
Technician II	88.20
Technician I	77.18
Contract Administrator	104.74
Accountant	99.23
Graphics Specialist	99.23
Clerical	82.69
Construction Engineering Supervisor	192.94
Construction Engineering Manager	181.91
Construction Manager	132.30
Assistant Construction Manager	132.30
Construction Engineer III	137.81
Construction Engineer II	121.28
Construction Engineer I	93.71
Sr. Construction Observer	132.30
Construction Observer II	88.20
Construction Observer I	77.18
Sr. Construction Technician	115.76
Construction Technician III	110.25
Construction Technician II	99.23
Construction Technician I	82.69

Note: All rates are subject to revisions on a yearly basis with an effective date of January 1st.

EXHIBIT D
INSURANCE VERIFICATION
(SEE ATTACHED)

\\mc017\data\Public Works and Development Services Department\Council Meeting Packages\Perteet On Call Private Development Review\3 Attachment 2 Perteet On Call Private Development Review December 2020 Final.docx



Agenda Item # _____

Meeting Date: **December 8, 2020**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: CITY OF MILL CREEK AND SNOHOMISH REGIONAL DRUG AND GANG TASK FORCE INTERLOCAL AGREEMENT (ILA)

ACTION REQUESTED:

Authorize the City Manager to sign the interlocal agreement between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force (SRDGTF) for drug and gang violence investigative support. A Resolution authorizing the action is provided.

KEY FACTS AND INFORMATION SUMMARY:

The SRDGTF is a multi-jurisdictional task force comprised of law enforcement officers from agencies in Snohomish County, the county prosecutor, and various support personnel. The SRDGTF has been in existence on a continuous basis since January 18, 1988. SRDGTF operations are governed by an Executive Board comprised of one representative from each participating jurisdiction that contributes at least one full time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full time personnel his/her jurisdiction contributes to the Task Force.

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

The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative program of investigation, prosecution, and asset forfeiture.

SRDGTF provides investigative support to the Mill Creek Police Department and other jurisdictions for cases requiring specialized equipment and investigative techniques. Typically, the SRDGTF will assume a primary investigative role for drug and gang violence cases that have regional, statewide or interstate impact. The level of these cases is beyond the operational ability of the MCPD. During 2020, despite pandemic restrictions, regionally the SRDGTF successfully seized:

9761.7 grams of heroin
4144 counterfeit oxycodone pills believed to be Fentanyl
18,069 grams of methamphetamine
6 DMIs (Drug Market Interdictions)
Over 100 arrests

The formula used to determine a participating city's contribution is based on that city's

City Council Agenda Summary
Page 2

population. For the period of this ILA, the City of Mill Creek contribution is **\$3979.00**. This assessment reflects a 29% decrease in cost from the 2020 allocation (**\$5576.00**).

The 'Drug Buy' Fund (Fund 130) currently has a balance of \$20587.26 and the City's contribution to the SRDGTF is an authorized expense.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to sign the Interlocal Agreement with the Snohomish Regional Drug and Gang Task Force (SRDGTF). .

ATTACHMENTS:

- Interlocal Agreement (ILA) with revisions between the Snohomish Regional Drug and Gang Task Force and participating jurisdictions (including exhibits).
- Signature page for said ILA
- Resolution No. 2020- 597

Respectfully Submitted:



Michael G. Ciaravino
City Manager



**Snohomish Regional
Drug Task Force**

M/S #606
3000 Rockefeller Ave.
Everett, WA 98201
(425) 388-3479
FAX (360) 658-7664

November 24, 2020

To: Mill Creek Police Department
15728 Main St.
Mill Creek, WA 98012
Attn: A/C Robert Phillips

Re: Interlocal Agreement (ILA) with Revisions

Greetings,

Enclosed you will find the revised **Snohomish Regional Drug Task Force (S.R.D.T.F.) Interlocal Agreement**. I am proud to present this document which has undergone several revisions in the past few months. These revisions remove outdated and irrelevant language, while promoting transparency and answers to previously unexplained calculations. One of the most noticeable changes is the reduction in contributions requested. The contributions are now based solely on the salary of the commander. With the disappearance of the Byrne/Jag Grant, the contributions have become critical in maintaining a functioning task force.

Despite pandemic restrictions, this task force has continued to combat the upper level drug trade while keeping employees and public safe. A few statistics we are proud to report are:

- Seizure of 9,761.7g of heroin (drug seizures are measured in grams)
- Seizure of 4,144 counterfeit oxycodone pills believed to be Fentanyl
- Seizure of 18,069g of methamphetamine
- Seizure of 49 firearms
- 6 DMIs (Drug Market Interdictions)
- Completed over 100 arrests

The cooperative language of this new agreement reflects the cooperation of all participating agencies that make up the SRDTF as regional asset.

Thank you for your prompt attention in returning the signature page to us.

Sincerely,

MARK RICHARDSON

Bureau Chief, Special Operations

**INTERLOCAL AGREEMENT ESTABLISHING
SNOHOMISH REGIONAL DRUG TASK FORCE**

This Interlocal Agreement Establishing the Snohomish Regional Drug Task Force (“Agreement”), is entered into by and among Snohomish County, a political subdivision of the State of Washington, and the following municipal corporations and department of the State of Washington (hereinafter collectively referred to as the “Participating Jurisdictions”):

- | | |
|-----------------------|---------------------------|
| City of Arlington | City of Mill Creek |
| City of Bothell | City of Monroe |
| City of Brier | City of Mountlake Terrace |
| City of Darrington | City of Mukilteo |
| City of Edmonds | City of Snohomish |
| City of Everett | City of Stanwood |
| City of Gold Bar | City of Sultan |
| City of Granite Falls | Washington State Patrol |
| City of Index | Snohomish Health District |
| City of Lake Stevens | |
| City of Lynnwood | |
| City of Marysville | |

WITNESSES THAT:

WHEREAS, since 1988, Snohomish County, and multiple cities and towns located in Snohomish County, have collaborated in a countywide multi-jurisdictional task force to address illegal drug trafficking in the region (“Snohomish Regional Drug Task Force” or “Task Force”). The Task Force has operated on a continuous basis since 1988 under a series of interlocal agreements;

WHEREAS, the Participating Jurisdictions desire to continue operation of the Task Force, with Snohomish County administering task force project grants and other funding on their behalf; and

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1.0 TASK FORCE TERM AND PURPOSE

- 1.1 The term of this Agreement (“Term”) shall begin on January 1, 2021 (“Effective Date”), and continue through December 31, 2021, unless earlier terminated or modified as provided in this Agreement. The Snohomish County Sheriff, with the concurrence of the Executive Board, may extend this Agreement for up to three additional one-year terms by providing written notice to each of the Participating Jurisdictions.
- 1.2 The purpose of the Task Force is to formally structure and jointly coordinate selected law enforcement activities, resources, and functions in order to disrupt illegal drug trafficking systems and to remove traffickers through a cooperative

program of investigation, prosecution, and asset forfeiture. The parties do not intend that this Agreement create a separate legal entity subject to suit.

- 1.3 The Task Force goals are to:
 - a. Reduce the number of drug traffickers in the communities of Snohomish County through the professional investigation, apprehension, and conviction;
 - b. Efficiently attack, disrupt, and prosecute individual and organized mid to upper level drug traffickers who do not recognize jurisdictional boundaries or limitations, and by doing so, impact drug trafficking organizations previously impregnable;
 - c. Enhance drug enforcement cooperation and coordination through multi-agency investigations, training of local jurisdictions and the sharing of resources and information; and
 - d. Address these issues with the foremost consideration of safety for both law enforcement and the community.
- 1.4 The Task Force will follow a management system for the shared coordination and direction of personnel as well as financial, equipment, and technical resources, as stated in this Agreement.
- 1.5 The Task Force will implement operations, including:
 - a. Development of intelligence,
 - b. Target identification,
 - c. Investigation,

- d. Arrest of Suspects,
- e. Successful prosecution of offenders, and
- f. Asset forfeiture/disposition.

1.6 The Task Force shall evaluate and report on Task Force performance as required in any applicable grant or funding agreement.

2.0 ORGANIZATION

2.1 The Task Force shall be organized according to the chart contained in Exhibit A, incorporated herein by this reference.

2.2 Personnel assigned to the Task Force shall be directed in their Task Force duties by the Snohomish County Sheriff's Office ("SCSO"), through the Task Force Commander. The Task Force Commander is an employee of Snohomish County. Selection of the Task Force Commander will be conducted in accordance with Exhibit B, incorporated herein by this reference. Appointment and removal of the Task Force Commander remains at the sole discretion of the Snohomish County Sheriff. Should the Sheriff elect to remove the Task Force Commander without cause, the Executive Board shall be consulted before action is taken.

2.3 Exhibit C, incorporated herein by this reference, sets forth the personnel currently assigned to the Task Force by each Participating Jurisdiction. Nothing in this Agreement shall restrict the ability of the Snohomish County Prosecuting Attorney, Snohomish County Sheriff, Everett Police Chief, or chief law

enforcement officer of any Participating Jurisdiction to reassign personnel now or later assigned to the Task Force.

- 2.4 Participating Jurisdiction Employees: Any employee assigned to the Task Force by a Participating Jurisdiction shall remain, and be considered, an employee of the assigning Participating Jurisdiction. Each Participating Jurisdiction shall pay all costs associated with its employees when assigned to the Task Force. All rights, duties, and obligations of the employer and the employee shall remain with the Participating Jurisdiction. Each Participating Jurisdiction shall be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations, applicable to its employees.

3.0 GOVERNANCE

- 3.1 The activities of the Task Force shall be governed by an Executive Board. The Task Force Executive Board shall be comprised of one representative from each Participating Jurisdiction that contributes at least one (1) full-time employee to the Task Force. Executive Board member votes shall be allocated according to the number of full-time personnel his/her jurisdiction contributes to the Task Force. As an example, if the Snohomish County Sheriff provides six employees and the City of Lynnwood provides three, the Snohomish County Sheriff has six votes and the City of Lynnwood has three. Additional Executive Board members, with one vote each include: the Snohomish County Prosecuting Attorney, the Everett City Attorney, the Northwest HIDTA Director, and one

chief of police from the remaining Participating Jurisdictions, selected by a majority vote of the chiefs of police of the remaining Participating Jurisdictions. If a Participating Jurisdiction that has no personnel assigned to the Task Force as of the effective date of this Agreement, assigns full-time personnel to the Task Force, a representative from that agency will be added as an Executive Board member after the full-time personnel has been assigned to the Task Force for three months.

- 3.2 The Snohomish County Sheriff shall serve as Chair of the Executive Board. The Task Force Executive Board may adopt bylaws which include provision for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings, the alternate shall have the same rights as the appointing member. Any action taken by the Task Force Executive Board under this Agreement shall be based on simple majority of votes.

4.0 TASK FORCE BUDGET

- 4.1 The 2021 Task Force budget is attached as Exhibit D, incorporated herein by reference. Each Participating Jurisdiction shall contribute funding to the Task Force as specified in Exhibit D.
- 4.2 The SCSO will annually review and revise the Task Force budget to provide a sufficient level of funding and total resource obligation for the following calendar year. The Task Force budget will be allocated to each Participating Jurisdiction on a proportional basis. Each Participating Jurisdiction's proportional share will be based on the Participating Jurisdiction's average

population, as determined by Washington State Office of Financial Management.

- 4.3 No later than July 1 of each year, the Sheriff shall provide notice to each Participating Jurisdiction of the subsequent year's proposed Task Force budget, and each Participating Jurisdiction's proportional share.
- 4.4 Snohomish County shall maintain designated financial accounts for the purpose of supporting Task Force operations. Except as modified by section 6.0, all revenues collected or generated by or for the Task Force shall be forwarded to the Snohomish County Treasurer and placed in the designated accounts. All real or personal property of the Task Force will be held in Snohomish County's name for the benefit of the Task Force.
- 4.5 Each Participating Jurisdiction agrees to provide funding that is no less than the amount indicated in Exhibit D, and to pay its funding share to Snohomish County as administrator of Task Force funds no later than March 1, of the year in which the funding is due.
- 4.6 Each Participating Jurisdiction agrees that the funding it contributes shall be provided in addition to that currently appropriated to drug enforcement activities and that no Task Force activity will supplant or replace any existing drug enforcement activities.

///

///

Interlocal Agreement Establishing
Snohomish Regional Drug Task Force – Page 7

5.0 GENERAL ADMINISTRATION

- 5.1 Each Participating Jurisdiction agrees to provide Snohomish County with any documentation necessary to apply for, receive, or comply with any applicable grant requirements.
- 5.2 By executing this Agreement, each Participating Jurisdiction agrees to make any certified or other assurances required by any applicable grant agreement that are within its particular control, and agrees to make all its records related to the Task Force available for inspection if required as a condition of receipt of grant funding.
- 5.3 Snohomish County is granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services. Agreements and contracts executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this Agreement must first be approved on motion of the Task Force Executive Board. By executing this Agreement, each Participating Jurisdiction agrees that, for the purpose of administering the assets and resources available to the Task Force, no such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the hold harmless provision in section 11.0 of this Agreement.

5.4 Any dispute arising under this Agreement will be forwarded to the Task Force Executive Board for resolution. The determination made by the Executive Board shall be final and conclusive as between the parties. This provision shall not apply to issues of indemnity and liability governed by the hold harmless provision in Section 11.0 of this Agreement.

6.0 ASSET FORFEITURE

6.1 The Participating Jurisdictions shall refer all potential asset forfeitures initiated or investigated by deputies/officers assigned to the Task Force during the pendency of this Agreement to the Task Force for disposition at the discretion of the Task Force Executive Board or prosecuting authority (Prosecuting Attorney or United States Attorney). Any such referred asset forfeiture that is pursued in state court will be prosecuted in the name of Snohomish County, on behalf of the Task Force and its Participating Jurisdictions.

6.2 The Task Force Commander, under the direction of the Task Force Executive Board, shall manage the acquisition and disposition of assets seized or forfeited as a result of this Agreement in compliance with state and federal law and Task Force procedures.

6.3 Federal Forfeiture.

- a. For purposes of receipt and processing of federal equitable sharing distributions, Snohomish County shall be designated as the fiduciary agency for the Task Force.

- b. Participating Jurisdictions will be compliant with federal Equitable Sharing Program guidelines and reporting requirements, including the requirements contained in the Guide to Equitable Sharing For State, Local, and Tribal Law Enforcement, published by the Department of Justice and the Department of Treasury.
- c. Snohomish County will submit request(s) to the federal government, on behalf of the Task Force, in order to obtain equitable sharing related to federal forfeitures.
- d. Participating Jurisdictions agree and understand that all proceeds from federal forfeitures of seized assets, which may be awarded to the County on behalf of the Task Force, will be retained by the County for Task Force operations and expenses.
- e. Except as allowed by Section 6.3(g), Participating Jurisdictions will not submit individual equitable sharing requests, nor will Participating Jurisdictions receive shared federal funds from Snohomish County.
- f. The Task Force may only use proceeds from federal seizures and forfeitures for law enforcement purposes, as defined by the United States Department of Justice.
- g. If the Task Force initiates or participates in an investigation that results in a federal forfeiture of \$300,000 or more in net proceeds, each Participating Jurisdiction that participated in the investigation may file an individual request for equitable sharing under its own agency code.

The parties intend that each Participating Jurisdiction's individual equitable share will be the Participating Jurisdiction's Task Force participation percent at the time of the investigation, provided however, the SCSO is entitled to claim an additional twenty five percent (25%) to account for Task Force operative/administrative expenses. The parties acknowledge however, that final determination of a Participating Jurisdiction's receipt, and percentage allocation, of federal forfeiture proceeds is within the discretionary authority of the Department of Treasury or Department of Justice, as applicable.

- h. The Task Force Commander will notify an eligible Participating Agency of a federal forfeiture meeting the threshold outlined in Section 6.3(g) within 15 days of the forfeiture. A Participating Jurisdiction seeking an individual equitable share of the federal forfeiture must file its request no later than 45 days following the forfeiture, unless an exemption applies.

6.4 State Forfeiture.

- a. The net monetary proceeds of each state asset forfeiture made by the Task Force shall be retained by the County for Task Force operations and expenses. If proceeds from state asset forfeitures exceeds the amount necessary for Task Force operations and expenses, the excess state forfeiture proceeds shall be distributed to Participating Jurisdictions in

accordance with each Participating Jurisdiction's participation percent, listed in Exhibit C.

- b. The Task Force may retain funds in an amount up to \$250,000 from the net proceeds of vehicle seizures for the purchase of Task Force vehicles and related fleet costs.
- c. Any Participating Jurisdiction receiving a distribution of assets forfeited under RCW 69.50.505 shall use such assets in accordance with RCW 69.50.505(10), which limits use to the expansion and improvement of controlled substances related law enforcement activity and prohibits use to supplant preexisting funding sources.

7.0 ACQUISITION AND USE OF EQUIPMENT

- 7.1 For purposes of this Agreement, the term "Equipment" shall refer to all personal property used by the Task Force in performing its purpose and function, including but not limited to materials, tools, machinery, equipment, vehicles, supplies, and facilities.
- 7.2 If any Equipment is acquired with grant funds, the Participating Jurisdictions agree that the Task Force will use that equipment only for specified law enforcement purposes for the term of the grant.
- 7.3 Personnel assigned to the Task Force may use Equipment that is provided or acquired for Task Force purposes, as directed by the Task Force Commander.
- 7.4 Upon termination of the Task Force, any Equipment provided to the Task Force by a Participating Jurisdiction will be returned to that jurisdiction.

7.5 Upon termination of the Task Force, any Equipment acquired by the Task Force will be disposed of in accordance with applicable federal, state, or local requirements or this Agreement.

8.0 MODIFICATION

Participating Jurisdictions hereto reserve the right to amend this Agreement in the future from time to time as may be mutually agreed upon. No such amendment shall be effective unless written and signed by all then-contributing Participating Jurisdictions with the same formality as this Agreement.

9.0 NONDISCRIMINATION

There shall be no discrimination against any employee or against any applicant for such employment because of race, color, religion, handicap, marital status, political affiliation, sex, age, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

10.0 TERMINATION OF AGREEMENT

10.1 Notwithstanding any provisions of this Agreement, any party may withdraw from the Agreement by providing written notice of such withdrawal to all other parties, specifying the effective date thereof at least thirty (30) days prior to such date. A withdrawing party may take with it any Equipment it has provided to the Task Force and shall be entitled to distributions under section 6 of this

Agreement with respect to asset forfeitures which that Participating Jurisdiction participated before the effective date of withdrawal.

10.2 If there is a reduction in funds by the source of those funds, and if such funds are the basis of this agreement, Snohomish County may unilaterally terminate all or part of the agreement or may reduce its scope of work and budget.

11.0 HOLD HARMLESS

Each party hereto agrees to save, indemnify, defend and hold the other parties harmless from any allegations, complaints, or claims of wrongful and/or negligent acts or omissions, by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of allegations, complaints, or claims against more than one party, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of fault attributable to each of the other parties. Moreover, the parties agree to cooperate and jointly defend any such matter to the extent allowed by law. A jurisdiction that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.

12.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington without reference to choice of law principles, and venue

of any suit between the parties arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

13.0 INTEGRATION

With the exception of necessary operational agreements between law enforcement agencies of the Participating Jurisdictions and agreements executed pursuant to section 5.3, this Agreement constitutes the whole and entire agreement among those parties as to the Task Force and no other understandings, oral, or otherwise, regarding the Task Force shall be deemed to exist or bind the parties.

14.0 EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this Agreement, the Agreement, once filed or posted as specified in section 16.0, shall be effective as between the parties that have executed the Agreement to the same extent as if no other parties had been named.

15.0 SEVERABILITY

If any part of this Agreement is unenforceable for any reason the remainder of the agreement shall remain in full force and effect.

16.0 POSTING/RECORDING

This Agreement will be filed with the Snohomish County Auditor or posted on the County or Participating Jurisdiction's interlocal agreements webpage, in compliance with RCW 39.34.040.

In witness whereof, the parties have executed this Agreement.

SNOHOMISH COUNTY:

Snohomish County, a political subdivision
of the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:



Deputy Prosecuting Attorney

Exhibit A

SRDTF Executive Board
 Snohomish County Sheriff (Chair), Everett Police Chief (Asst Chair), Edmonds Police Chief, Lynnwood Police Chief,
 Mountlake Terrace Police Chief, Director of Northwest H.I.D.T.A

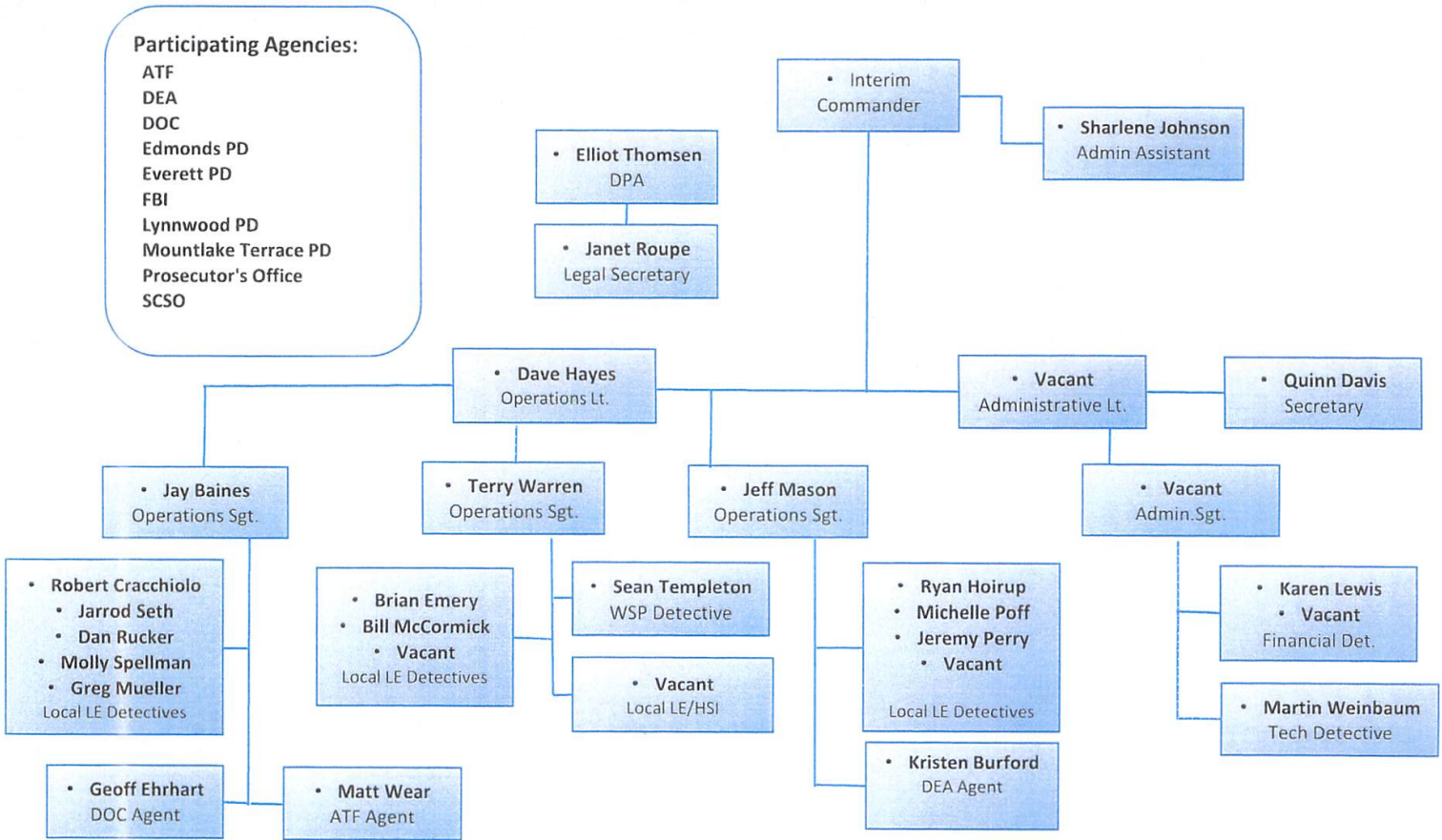


EXHIBIT B

Snohomish Regional Drug Task Force

Commander Selection

The Drug Task Force Commander is a management exempt ("at will") employee of the Sheriff's Office.

With the objective of selecting the best possible candidate for the position of Drug Task Force Commander, and ensuring the best fit into the organization, the Executive Board will recommend to the Sheriff three candidates to be considered for the position of Drug Task Force Commander. Candidates for the Drug Task Force Commander position must demonstrate a strong leadership skill set, the ability to build consensus, and direct the efforts of a multi-agency team to achieve established goals. He or she must meet the performance objectives set by the Executive Board and the Sheriff. The Sheriff will select the Drug Task Force Commander from the Executive Board's three recommended candidates.

The Drug Task Force Commander's initial commitment of service is four years, with the option of a year by year extension after that period. The Sheriff shall consult with the Executive Board before authorizing any extension of the Drug Task Force Commander's service commitment.

EXHIBIT _C_

Snohomish Regional Drug Task Force

Personnel Assigned by Jurisdiction
January 1, 2021-December 31, 2021

EVERETT POLICE DEPARTMENT

1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Support Personnel

FUNDING

Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD
Everett PD- Vacant
Everett PD

SNOHOMISH COUNTY SHERIFF'S OFFICE

1 Task Force Commander
1 Lieutenant
1 Sergeant
1 Sergeant
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 Detective
1 K9 Detective
1 Support Staff

FUNDING

Snohomish County Sheriff- Vacant
Snohomish County Sheriff
Snohomish County Sheriff-Vacant
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff
Snohomish County Sheriff- Vacant
Snohomish County Sheriff- Vacant
Snohomish County Sheriff
Snohomish County Sheriff

LYNNWOOD POLICE DEPARTMENT

1 Sergeant
1 Detective

FUNDING

Lynnwood PD
Lynnwood PD - Vacant

EDMONDS POLICE DEPARTMENT

1 Detective

FUNDING

Edmonds PD

SNOHOMISH COUNTY PROSECUTOR'S OFFICE

.5 Support Staff
1 Deputy Prosecutor

FUNDING

Snohomish County Prosecutor
Snohomish County Prosecutor

STATE OF WASHINGTON

1 Detective
1 Agent

FUNDING

Washington State Patrol
Department of Corrections

BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

1 Agent

FUNDING

ATF

DRUG ENFORCEMENT AGENCY

1 Agent

FUNDING

DEA

Agency	Participants	E- Board Vote	Pcnt	Notes
Everett PD	7	7	43.75%	
Snoh Co Sheriff's Off	7	7	43.75%	
Lynnwood PD	1	1	6.25%	
Edmonds PD	1	1	6.25%	
WSP	1	1		Fr. 10% WaSt Tx
DOC	1	1		Fr. 10% WaSt Tx
SC Pros Atty	1.5	1		
Evt City Atty	0	1		
NWHIDTA Dir	0	1		
At Large PD	0	1		
Totals	19.5	22	100%	

<https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/april-1-official-population-estimates>

Jurisdiction	2015 Population Est.	2019 Population Est.	2019 % of Population Est.	2021 Allocation
Unincorporated Snohomish County	330,260	365,480	44.80%	\$ 70,890
Arlington	18,490	19,740	2.41%	\$ 3,815
Bothell (part)	17,230	18,180	2.22%	\$ 3,514
Brier	6,500	6,665	0.81%	\$ 1,288
Darrington	1,350	1,410	0.17%	\$ 273
Edmonds	40,490	42,170	5.15%	\$ 8,150
Everett	105,800	111,800	13.66%	\$ 21,608
Gold Bar	2,115	2,150	0.26%	\$ 416
Granite Falls	3,390	3,900	0.48%	\$ 754
Index	160	175	0.02%	\$ 34
Lake Stevens	29,900	33,080	4.04%	\$ 6,393
Lynnwood	36,420	39,600	4.84%	\$ 7,654
Marysville	64,140	67,820	8.28%	\$ 13,108
Mill Creek	19,760	20,590	2.51%	\$ 3,979
Monroe	17,620	19,250	2.35%	\$ 3,720
Mountlake Terrace	21,090	21,590	2.64%	\$ 4,173
Mukilteo	20,900	21,350	2.61%	\$ 4,126
Snohomish	9,385	10,200	1.25%	\$ 1,971
Stanwood	6,585	7,020	0.86%	\$ 1,357
Sultan	4,680	5,180	0.63%	\$ 1,001
Woodway*	1,335	1,350	0.00%	\$ -
	757,600	818,700	100.00%	\$ 158,223
*Woodway does not pay into TF added into unincorporated Sno Co	Population Growth Number: 61,100 Population Growth %: 8.06%		Increase from 2020 -\$55,191.09	

REFERENCE ONLY		
2020 Allocation	\$ Increase to 2021	% Increase to 2021
\$ 93,197	\$ (22,307)	-24%
\$ 5,218	\$ (1,403)	-27%
\$ 4,862	\$ (1,348)	-28%
\$ 1,834	\$ (546)	-30%
\$ 381	\$ (108)	-28%
\$ 11,426	\$ (3,276)	-29%
\$ 29,856	\$ (8,248)	-28%
\$ 597	\$ (181)	-30%
\$ 957	\$ (203)	-21%
\$ 46	\$ (12)	-26%
\$ 8,437	\$ (2,044)	-24%
\$ 10,277	\$ (2,623)	-26%
\$ 18,100	\$ (4,992)	-28%
\$ 5,576	\$ (1,597)	-29%
\$ 4,972	\$ (1,252)	-25%
\$ 5,952	\$ (1,779)	-30%
\$ 5,898	\$ (1,772)	-30%
\$ 2,648	\$ (677)	-26%
\$ 1,859	\$ (502)	-27%
\$ 1,321	\$ (320)	-24%
\$ -	\$ -	0%
\$ 213,414	\$ (55,191.09)	

	Salary	Benefits
Commander	\$ 133,979.00	\$ 19,643.00
	\$ -	\$ -
	\$ 133,979.00	\$ 19,643.00
	2020 TOTAL	\$ 153,622.00
	2021 TOTAL (3% increase)	\$ 158,230.66

Exhibit D

ATTEST:

APPROVED AT THE DIRECTION OF THE PARTICIPATING JURISDICTION:

Title _____

Dated _____
Jurisdiction of _____

ATTEST:

Jurisdiction Clerk

Dated _____

APPROVED AS TO FORM:

Jurisdiction Attorney

Dated _____

RESOLUTION NO. 2020-597

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE
SNOHOMISH COUNTY REGIONAL DRUG AND GANG TASK FORCE
INTERLOCAL AGREEMENT**

THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON DOES
RESOLVE AS FOLLOWS;

Section 1. The City Manager is hereby authorized to execute the Interlocal Agreement
between the City of Mill Creek and the Snohomish Regional Drug and Gang Task Force.

Adopted this 8th day of December by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY



Agenda Item # _____

Meeting Date: **December 8, 2020**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **Approval of a one-year extension of the Collective Bargaining Agreement between the City of Mill Creek and the Mill Creek Police Officers' Guild for the period January 1, 2021 to December 31, 2021.**

PROPOSED MOTION:

Move to approve Resolution No. 2020-598 authorizing the City Manager to execute a one year extension of the Collective Bargaining Agreement with the Mill Creek Police Officers' Guild for the period of January 1, 2021 to December 31, 2021 which includes a 2.0 percent wage increase effective January 1, 2021.

KEY FACTS AND INFORMATION SUMMARY:

The City's current Collective Bargaining Agreement ("CBA") with the Mill Creek Police Officers' Guild (the "Guild") expires on December 31, 2020. COVID-19 pandemic has created significant economic uncertainty for the City, and the impacts of the limitations on meetings have affected the ability of the City's and the Guild's bargaining efforts.

The City and the Guild are mutually interested in bargaining on a successor agreement but under the circumstances believe that an extension of the terms of the current 2018-2020 CBA for one year with a 2.0 percent increase in wage rates commencing January 1, 2021, is prudent, along with a commitment to open bargaining on a successor agreement by July, 2021.

CITY MANAGER RECOMMENDATION:

Adopt Resolution 2020-598 authorizing the City Manager to execute a one-year extension of the Collective Bargaining Agreement with the Mill Creek Police Officers' Guild, which includes a 2.0 percent wage increase effective January 1, 2021.

ATTACHMENTS:

- Contract Extension Agreement
- Resolution 2020-598.

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read "Michael G. Ciaravino", is written over a horizontal line.

Michael G. Ciaravino
City Manager

AGREEMENT EXTENSION
By and Between
CITY OF MILL CREEK, WASHINGTON
and
MILL CREEK POLICE OFFICERS' GUILD

This Agreement Extension is between the City of Mill Creek, Washington, hereinafter referred to as the "City" and the Mill Creek Police Officers' Guild, hereinafter referred to as the "Guild," representing commissioned non-sergeants and sergeants.

Background:

- A. Whereas the 2018-2020 Collective Bargaining Agreement ("CBA") expires December 31, 2020; and
- B. Whereas COVID-19 has significantly impacted the local, state, national, and global economies since March 2020, and has adversely impacted the City's revenues; and
- C. Whereas the City has taken the position that COVID-19 has resulted in a great deal of economic uncertainty for the City; and
- D. Whereas the Police Department's leadership has been in transition for much of 2020; and
- E. Whereas the Guild advised the City by letter dated May 7, 2020, of its desire to open bargaining on a successor agreement; and
- F. Whereas there is a mutual interest of the parties to resolve bargaining on a successor agreement by extending the terms of the 2018-20 CBA through 2021. This extension foregoes prolonged, formal negotiations that would otherwise entail bargaining involving the comparison of 2020 wages, hours, and conditions of employment pursuant to statute.

Agreement:

Now, therefore, the parties agree as follows:

- 1. Extend the terms of the 2018-2020 CBA through December 31, 2021.
- 2. ***Effective January 1, 2021, the wage rates in Attachment A to the CBA will be increased by 2.0%. If the MOU is not ratified before January 1, 2021, the parties agree that retro pay for hours worked commencing***

January 1, 2021, will be provided as soon as practicable following ratification.

3. Open bargaining for the successor agreement by July of 2021 to enter formal negotiations on a successor CBA.
4. All other terms and conditions of the CBA will remain unchanged unless otherwise agreed to in writing by the parties.
5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.
6. Any dispute, disagreement, or complaint concerning the interpretation or alleged violation of this Agreement is subject to the grievance process stated in Article 12 of the CBA.

Executed _____, 2020.

City of Mill Creek

Mill Creek Police Officers' Guild

Michael Ciaravino
City Manager

Jesse Mack
Guild President

Attest:

Naomi Fay, City Clerk

Approved as to Form:

Grant Degginger, City Attorney

ATTACHMENT A
to 2021 Labor Agreement
(extension to 2018-20 CBA)

Non-Sgts

	Step A	Step B	Step C	Step D	Step E	Step F
Ref.	0-12m	13-24m	25-36m	37-48m	49-60m	61+ m
2020	\$5,695	\$6,045	\$6,396	\$6,746	\$7,096	\$7,633
2021	\$5,809	\$6,166	\$6,524	\$6,881	\$7,238	\$7,786

		Step A	Step B	Step C
Sergeants	Ref.	0-12m	13-24m	25+ m
	2020	\$8,016	\$8,417	\$8,838
	2021	\$8,176	\$8,585	\$9,015

RESOLUTION NO. 2020-598

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A ONE-YEAR EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND THE MILL CREEK POLICE OFFICERS GUILD

THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON DOES RESOLVE AS FOLLOWS;

Section 1. The City Manager is hereby authorized to execute a one-year extension of the current Collective Bargaining Agreement between the City and the Mill Creek Police Officers' Guild dated January 1, 2018 to December 31, 2020, including a two percent (2.0%) wage increase effective January 1, 2021, a copy of which is attached.

Adopted this 8th day of December by a vote of ___ for, ___ against, and ___ abstaining.

BRIAN HOLTZCLAW, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

Broadband infrastructure

2021



Support policies and funding that provide greater access and equity for broadband services.

Background:

Sustainable and reliable infrastructure helps build strong economies and equitable communities. The COVID-19 pandemic has only increased the pressing need for statewide high-speed broadband internet infrastructure.

Cities can promote greater access to high-quality, affordable internet service by facilitating forums that include public partners, residents, and service providers. Cities support state policies and funding that provide greater access and equity for broadband services, including providing expanded authority for local governments.

Cities need a simplified and coordinated effort between state agencies, local governments, and community providers. The Legislature passed **SB 5511** in 2019 that established specific state broadband goals and chose three agencies to address the goals. The agencies include the Governor's State Broadband Office, the Public Works Board, and the Utilities and Transportation Commission. Cities are ready to work with these agencies to strengthen the alignment between authority, accountability, and available resources.



Reliable broadband bridges the digital divide between urban and rural communities. Access to broadband is one of the most pressing needs for our smallest cities and towns (under 7,500 residents). Rural broadband infrastructure will encourage economic growth and community development in small cities.

Strong cities need...

- **Greater public investment** in broadband infrastructure to support basic access to education, healthcare, and employment opportunities.
- **New, innovative programs** that focus on digital equity and inclusion and target the most underserved residents in our cities.
- **Protected and improved public authority** to provide broadband service.

44% of Washingtonians do not have baseline internet speeds.

SB 5511 established Washington's broadband goals:

- **By 2024:** All Washington businesses and residences have access to broadband that provides download speeds of 25 megabits per second and upload speeds of 3 megabits per second.
- **By 2026:** All Washington communities have access to at least 1 gigabit per second symmetrical (upload and download speeds) broadband service at anchor institutions like schools, hospitals, libraries, and government buildings.
- **By 2028:** All Washington businesses and residences have access to at least one provider of broadband with symmetrical broadband service of at least 150 megabits per second.

Contact:

Logan Bahr
Government Relations Advocate
loganb@awcnet.org

Maggie Douglas
Legislative & Policy Analyst
maggied@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/09/20



Fiscal flexibility

2021



Ensure city fiscal health by allowing cities to tailor existing revenue sources to meet local needs and support essential community services in the wake of COVID-19.

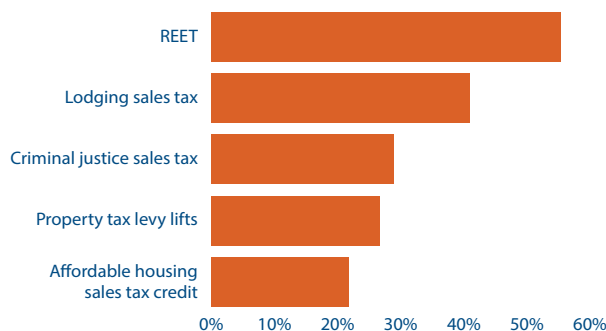
Background:

Even in good economic times, revenues don't keep up with the rising costs of goods and services. City budgets are stretched thin to cover COVID-19 expenses, on top of lost revenue from the corresponding economic downturn.

Cities rely on the local ability to select a mix of revenue options that best fit their unique community. Right now, cities need additional flexibility to spend existing taxes where the need is greatest, which is different for every city. The Legislature granted similar fiscal flexibility in response to the Great Recession.

The fact remains that existing city revenues can't keep up with the growing demand for services and inflation – and that challenge is greater during emergencies and when the economy falters. The state can support cities by ensuring a full menu of revenue options that local officials can use to meet their unique community needs. Local decisions are best made by elected officials who know their community well.

Percent of cities that support temporary flexibility in spending restricted city revenues



Strong cities need...

- **Revenue authority** and flexibility to keep up with community growth and increasing needs, especially in an economic downturn.
- **Flexible fiscal options** to use existing restricted revenues to support essential programs and services during the current economic downturn.
- **Responsive revenue options** including revising the property tax cap to address structural budget challenges created when inflation outpaces revenue growth.

93% of cities say that increasing the 1% property tax limit would have a significant, positive impact on their ability to meet their community needs.

Lift the property tax cap

Property tax is the largest revenue source for cities in Washington state, comprising nearly 25% of all city revenue. Compared to sales tax, which fluctuates with the economy, property tax is much more stable. But property tax was capped arbitrarily 20 years ago. The result is that cities cannot keep up with the natural inflationary growth of expenditures. City budgets face staggering structural deficits that continue to grow by the current rate of inflation. The Legislature must revisit this subjective restriction and replace it with something designed to keep up with inflation.

[more details on back](#)

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org

Maggie Douglas
Legislative & Policy Analyst
maggied@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/01/20



Cities need flexibility when responding to the pandemic and resulting economic downturn

Cities rely on revenue collected from property, sales, business, and utility taxes for most of their operating budgets. Restrictions on how these funds can be used make it difficult for cities to balance their budgets in good times – and even more so in an economic crisis.

Some restricted revenues that could be flexed include:

Criminal justice sales taxes

Cities levy criminal justice sales taxes that must be used for criminal justice purposes. Cities need the ability to use those funds for any emergency response purpose with maximum flexibility.

Lodging sales tax and tourism promotion fees

Cities can levy a local lodging sales tax and per-room tourism promotion fee, but those funds are restricted primarily to efforts to promote tourism. During this emergency, cities would like approval to use those funds for response efforts, such as providing emergency shelter or quarantine housing.

Affordable housing sales tax credit (HB 1406 funds)

Cities need flexibility to use these resources for COVID-19 quarantine and isolation. The flexibility would also help replace lost homeless shelter capacity due to social distancing measures in shelters.

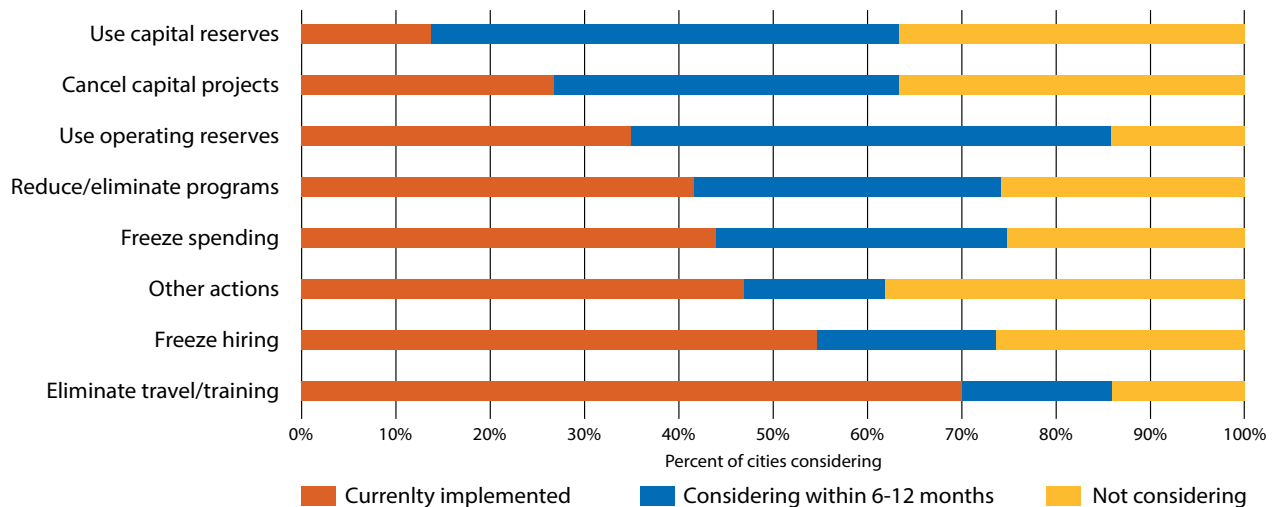
Real estate excise taxes (REET)

These revenues are primarily dedicated to capital investments. Cities should be able to repurpose those funds for operations and maintenance costs so they don't fall behind in caring for critical infrastructure.

Property tax levy lid lifts

Cities with voter-approved levy lid lift authority (to increase their property tax above the 1% limit) have non-supplanting requirements on fund usage. Cities need more flexibility to use these local funds by eliminating the non-supplant restrictions. It is hard to justify to residents funding new things while reducing existing services.

Budgeting policies used by cities to address the COVID economic downturn



Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org

Maggie Douglas
Legislative & Policy Analyst
maggied@awcnet.org



Housing stability

2021




Provide resources to stabilize housing and prevent catastrophic levels of homelessness.

Background:

Prior to the pandemic, the state's housing and homelessness response system was already inadequate. The economic impacts of COVID-19 have exacerbated Washington's tenuous housing situation. Without the state's direct action to provide rent assistance and foreclosure prevention resources, our overburdened homelessness response system will be catastrophically overwhelmed with the people and families who become newly homeless.

The 2008 housing bubble and resulting financial crisis led to a housing construction shortfall that continued for more than a decade. Due to low housing supply and high housing demand, rental prices rose quickly to levels that are now out of reach for many low- to moderate-income earners in our communities. Cities statewide are still experiencing a severe shortage of rental housing.

The significant underproduction of housing also impacts homeowners. Those with mortgages who are now under- or unemployed due to the COVID-19 pandemic and response are unable to pay their housing bills.

17% 

of WA homeowners have slight or no confidence in paying September mortgage.

Nearly 1 in 3 

renters have little to no confidence in making rent next month.

Housing no longer serves only the basic role of shelter. Due to the public health crisis, housing is also a quarantine space, an office, a school, and a day care center. The pandemic has brought the world to a standstill and hundreds of thousands of Washingtonians are unable to pay their housing bills at a time when stable housing is more critical than ever.

Strong cities need...

- **Rent assistance payments** to support tenants and landlords.
- **Additional state resources** for statewide eviction mediation and legal aid services to keep renters in their homes.
- **Foreclosure prevention assistance** to homeowners.

Contact:

Carl Schroeder
Government Relations Advocate
carls@awcnet.org

Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/01/20



Police reform

2021



Support local control over city law enforcement policies to meet the needs of each community, while recognizing the need for certain statewide reforms.

Background:

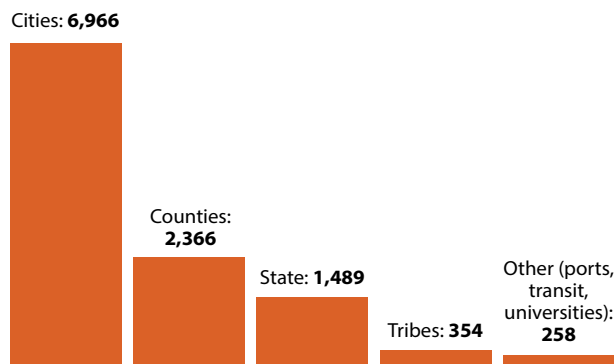
Most law enforcement officers in Washington state are employed by cities. For this reason, cities must be involved in law enforcement reforms. In order to develop solutions and programs that fit the unique needs of each community, local decision-making must be preserved.

These conversations need to happen at both the local and state levels. Mayors and councilmembers are deeply connected to their cities and understand the challenges and needs of their residents.

Police departments need the ability to directly implement state requirements and discipline officers who violate agency policies and laws. Cities need to retain local control over city law enforcement policy decisions to ensure that policies meet community needs and expectations as well as appropriately contain costs.

Cities also understand our obligation to address racial equity in policing – through both state requirements and local policies.

Number of law enforcement officers by jurisdiction



Source: 2019 CJIS Statistics and Reports

In 2019, 180 cities employed 6,966 officers across Washington. This represents 61% of all uniformed law enforcement.

Strong cities need...

- **Legislative leadership** in addressing racial equity statewide in all aspects of policing.
- **A statewide standard for use of force** that preserves the right of local jurisdictions to enact more restrictive standards based on community needs.
- **Expansion of the grounds** for an officer to be decertified to include use of force violations.
- **Requirement that officer misconduct investigations** be completed, regardless of an officer's resignation.
- **Establishment of a duty** for all officers to immediately intervene and report misconduct by a fellow officer.
- **Increased mental health supports** and resources for officers.
- **Additional training for officers**, including adequate financial investments from the state.
- **A fully funded Basic Law Enforcement Academy** to reduce wait times.
- **Police reforms** that are not subject to the collective bargaining process.

Contact:

Sharon Swanson
Government Relations Advocate
sharons@awcnet.org

Jacob Ewing
Legislative & Policy Analyst
jacobe@awcnet.org



Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/01/20

Shared revenues with cities: 2021-23 biennium

2021



Preserve the revenue sharing partnership between the state and its cities.

Background:

One of the best ways that the state can support its residents is through partnerships with local governments to help serve the needs of everyone throughout Washington.

State revenues distributed to cities and towns are driven by decades of past agreements to deliver vital services to our residents. Without these past commitments, cities would have explored other funding solutions and local authority options.

For years, cities have relied on these critical and consistent state-shared revenue funds to support safe communities, maintain strong infrastructure, and meet diverse community needs. In recent memory, some shared revenues have been capped or reduced, which has caused hardship in many communities.

Cities ask the Legislature to revisit those decisions and look for opportunities to restore and enhance revenue sharing partnerships that meet critical community needs. Cities also need flexibility to decide how the funds are best spent locally without burdensome and unnecessary restrictions.

Strong cities need...

- **Continued state investment** via revenue sharing that supports essential programs and services, especially in our smallest communities.
- **Restored, enhanced, and increased shared revenues**, especially when there is a commensurate increase in state revenue.
- **Greater flexibility** to spend Municipal Criminal Justice Assistance Account funds on proven alternative and complementary efforts that support public safety, such as behavioral health co-responders and diversion programs.

Shared revenues provide stability and continuity for local budgets

Cities are where most of the state's tax revenue is generated. In fact, cities generate \$132 back to the state for every \$1 of revenue shared with cities. It's a wise investment for the state to continue sharing revenues with cities.

These funds provide critical continuity and stability for local budgets – especially for smaller cities and those with limited tax bases. We need the state to continue this commitment and explore ways to strengthen revenue sharing in ways that benefit both cities and the state.

Municipal Criminal Justice Assistance Account funds are generally prescriptive in how they can be used for law enforcement. Cities are interested in exploring alternative policing methods and other complementary programs that improve public safety outcomes, such as diversion and mental health response programs. It would serve our communities well to provide more flexibility in how these funds can be used, particularly to support public safety.

[more details on back](#) ▶

Cities help generate the state's annual revenue

\$9.4 

billion in sales tax sent to the state general fund

Contact:

Candice Bock
Government Relations Director
candiceb@awcnet.org

Maggie Douglas
Legislative & Policy Analyst
maggied@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/01/20



Historical shared revenue distributions and most recent projected 2019-21 city distributions:

Liquor Profits Sharing

Historical distributions: \$167.8 million
2019-21 distributions: \$98.9 million

The Washington State Liquor Act of 1933 created the state's Liquor Control Board and a state monopoly on the sale of liquor. In 1949, the Legislature amended revenue distributions so that cities would receive 40% of all liquor profits. The Legislature amended distributions in 2012 and capped cities' share of revenues to \$49 million, with annual increases at the fiscal growth rate.

Liquor Excise Tax Sharing

Historical distributions: \$77.1 million
2019-21 distributions: \$67.4 million

In 1955, the Legislature created the Liquor Excise Tax Account and directed 35% of revenue to counties and cities. Out of the revenue shared, cities received 80% of available funds. The Legislature began to amend the overall rate of disbursement in 2012.

Municipal Criminal Justice Assistance Account

Historical distributions: \$42.0 million
2019-21 distributions: \$40.3 million

The Municipal Criminal Justice Assistance Account was created in 1990 after city and county governments experienced significantly increased demand for public services due to population growth and changing patterns of illegal behavior. Although the account was temporarily reduced during the 2012 and 2013 fiscal years, cities and towns still receive the originally promised revenue amounts.

City-County Assistance Account

Historical distributions: \$377.6 million
2019-21 distributions: \$35.5 million

The City-County Assistance Account was originally funded by the Motor Vehicle Excise Tax (MVET) and used to provide sales tax equalization funding to low-sales-tax cities. However, after the MVET was repealed in 1999, the Legislature replaced MVET revenue with highly volatile real estate excise tax (REET) collections. The City-County Assistance Account now provides needed support for the smallest cities and receives 1.4% of total graduated REET collections, as opposed to the original 23.6% of MVET revenue.

Fire Insurance Premium Tax Sharing

Historical distributions: \$18.9 million
2019-21 distributions: \$10.9 million

The original 1935 distributions of the Fire Insurance Premium Tax account passed 45% of revenues on to qualifying cities and towns. This disbursement rate remained the same for 90 years. In 1999, the Legislature amended the rate of disbursement to 25% and redirected 20% to the Fire Service Training Account. The past few years have brought efforts to further reduce distributions to cities.

Marijuana Excise Tax Sharing

Promised distributions: \$40.0 million
2019-21 distributions: \$30.0 million

Voters approved the legalization of recreational marijuana in 2012. In the first biennium (2015-17) of marijuana revenue sharing, cities and towns received just \$12 million. The Legislature swept a portion of the promised shared revenues in the 2017-19 biennium. The Legislature committed to sharing \$20 million with cities and counties in subsequent biennia. However, the Legislature has yet to allocate the full funds originally promised.

Contact:

Candice Bock
 Government Relations Director
 candiceb@awcnet.org

Maggie Douglas
 Legislative & Policy Analyst
 maggie@awcnet.org



Transportation revenue package

2021



Increase local transportation resources to maintain and protect our aging infrastructure.

Background:

Our state’s transportation system is a decentralized network managed by many different jurisdictions including cities, counties, the state, and tribal nations. In the last year, city streets accommodated 26% of statewide vehicle miles traveled. Cities are responsible for transportation assets that include streets, sidewalks, bicycle infrastructure, some aspects of state highways, transportation infrastructure, utilities, and the natural environment.

The Joint Transportation Committee (JTC) recently found that in the next ten years, cities will need to spend **\$20-\$28 billion** to maintain and improve our transportation assets. The JTC also reported that funding levels across all jurisdictions are less than half of what is needed, without even considering the accumulated deficits of deferred maintenance and preservation. This analysis does not factor in the fiscal impact of the COVID-19 recession.

Over the last decade, city spending has outpaced state and federal spending. Cities largely fund their transportation systems locally – 79% of funding comes from local general revenue and local transportation-specific revenues (like transportation benefit districts). That funding is bolstered by state resources (which account for about 13% of local funding) and federal resources (approximately 8%).

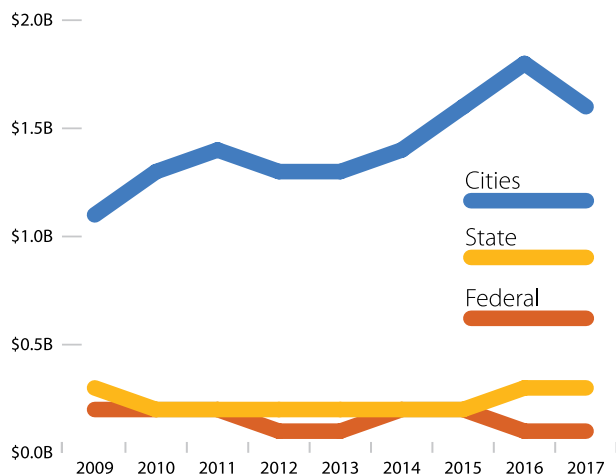
Cities receive about 8% of the state transportation budget through direct distributions, competitive grant programs, and direct project appropriations.

Cities own 740 bridges and more than 35,000 lane miles of streets.

Strong cities need...

- **A new transportation revenue package** with increased resources for cities, including a renewed focus on maintenance and preservation spending.
- **Improved local revenue options** that can provide more resources for communities to invest in transportation systems we all use.
- **Continued funding** for the Transportation Improvement Board and the Freight Mobility Strategic Investment Board.

Cities have increased spending on transportation, while state and federal spending has lagged.



Source: JTC Assessment of City Transportation Funding Needs, 2019

Contact:

Logan Bahr
Government Relations Advocate
loganb@awcnet.org

Maggie Douglas
Legislative & Policy Analyst
maggied@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

10/01/20





Agenda Item # _____

Meeting Date: December 8, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: Update of the City of Mill Creek Governance Manual

PROPOSED MOTION: Motion for the City Manager to direct staff to initiate a review of the Mill Creek Governance Manual and to prepare a memorandum with the input of City Council with outlining potential topics to be covered in the Governance Manual, a new Resolution and/or a new Ordinance.

KEY FACTS AND INFORMATION SUMMARY:

On July 5, 2011, Council adopted Resolution No. 2011-473, the *Manual of City Governance Policies, Procedures and Guidelines* (hereinafter referred to as the “Governance Manual”). The Governance Manual represented an effort to bring together in a single document rules governing the election of council leadership, procedures for council meetings, rules and statutes covering the duties of the council and the duties of the city manager operating in the council-manager form of government, and procedures governing the relationship between Council and city staff.

There have been no updates to the Governance Manual since its adoption almost a 10 years ago. Mayor Holtzclaw, Deputy Mayor Vignal and other Councilmembers have expressed interest in reviewing the Governance Manual and the governance documents of other cities to determine whether it would be prudent to either amend the Governance Manual or adopt other ordinances to ensure transparency, high ethical standards and better communication in council meeting and throughout city government.

Potential Topics for Review

We have provided Council with links to other ordinances that might be resources for considering changes in Mill Creek’s Manual. Many cities in Snohomish and King Counties have adopted ethics ordinances. These ordinances typically address the following subjects:

- Conflicts of Interest
- Gifts
- Confidential Information
- Post-city employment
- Procedures for making, investigating, and adjudicating complaints

While the current Governance Manual provides information regarding state conflict of interest laws, there is no procedure currently in place for addressing, investigating, and adjudicating claims of ethical violations.

City Council Agenda Summary

Page 2

Also, Councilmembers have expressed interest in reviewing the best practices for parliamentary procedures used to govern council meetings and in reviewing procedures for councilmember interaction with staff and organizations representing council staff.

Next Steps

Staff is seeking direction from the Council regarding whether to commence a review of the Governance Manual, what should be included in the scope of that review, and the role Council would like to play in the process. Specifically, staff would like to know whether the Council would prefer staff to develop several alternatives for Council consideration or alternatively, whether Council would like to have several councilmembers serve on a task force to work with staff in developing a scope and returning to Council with a specific work plan.

CITY MANAGER RECOMMENDATION:

Motion for the City Manager to direct staff to initiate a review of the Mill Creek Governance Manual and to prepare a memorandum with the input of City Council with outlining potential topics to be covered in the Governance Manual, a new Resolution and/or a new Ordinance.

ATTACHMENTS:

Links to the Lynnwood and Edmonds code provisions:

<http://www.codepublishing.com/WA/Lynnwood/#!/lynnwood02/Lynnwood0294.html>

<http://www.codepublishing.com/WA/Edmonds/html/Edmonds03/Edmonds0370.html>

Links on Parliamentary Procedure:

<http://mrsc.org/Home/Explore-Topics/Governance/Legislative-Organization-Meetings-and-Process/Parliamentary-Procedure.aspx>

<http://mrsc.org/getmedia/56d9c19d-5a82-467e-aa2a-d40a43cdfb25/m58pubmeetguide.aspx>

Links to Snoqualmie and Kirkland

<https://www.codepublishing.com/WA/Snoqualmie/html/Snoqualmie02/Snoqualmie0280.html#2.80.030>

<https://www.kirklandwa.gov/Assets/City+Council/Council+PDFs/City+Council+Policies+and+Procedures.pdf>

Respectfully Submitted:



Michael G. Ciaravino
City Manager

January, 2012

STATEMENT OF VALUES/RULES OF CONDUCT

The Mill Creek City Council is dedicated to providing quality leadership that will protect, preserve, and enhance the quality of life for its citizens.

The City Council hopes to provide excellence in public service by respecting and protecting individual rights, acting with integrity, and fostering public trust. To improve the Council's effectiveness and performance, Councilmembers will focus on the following areas which incorporate the values of respect, honesty, and trust.

1. **Image:** Recognize that the City Council represents the image of the community in its actions; strive to maintain a professional image, high standards of conduct, and respect for others.
2. **Accountability:** Be accountable to others and to yourself; be effective stewards of the public trust and resources; and follow-through on commitments.
3. **Communication:** Communicate with our citizens, City staff and fellow Councilmembers in an open, clear, honest and constructive manner; be a good listener; clarify when needed; be receptive to feedback; and expect and demonstrate courtesy and respect in all interactions.
4. **Planning:** See the big picture; think and plan for the long-term; consider all needs in the jurisdiction; and help define a vision for the future.
5. **Decision-Making:** Become well informed on issues by reading background materials and seeking additional information if necessary; consider competing needs; consider alternative decisions; seek solutions that honor a variety of community values; and be willing to make difficult decisions.
6. **Teamwork:** Encourage a spirit of cooperation in dealing with the challenges facing our community; recognize the need to work together and support each other to achieve success; recognize different personalities and work styles; and remain flexible with each other to accomplish goals.
7. **Personal Development:** Take responsibility seriously and work hard; devote time and effort to personal and professional excellence.
8. **Ethics:** Uphold the public trust; be committed to the premise of good government and service to the public; and be dedicated to the highest ideals of honor and integrity in order to merit the respect and confidence of the public.

To implement these values, the City Council shall adopt the following rules of conduct to be practiced when representing the City:

1. Be prepared for meetings by familiarity with the materials and having notified City staff and/or the Mayor of concerns or problems in advance of the meeting, when possible.

Page 2

- 2. The Mayor will open a matter for discussion. Councilmembers may debate the merits of the issues with the intent to inform fellow members of opinions and concerns in a concise manner. All Councilmembers shall listen to all points of view, be respectful and professional, and vote based on the objective information presented, including public input.
- 3. The study session will be utilized as a forum for studying complex issues, reviewing plans and priorities, and for informal communications between the Council and City staff.
- 4. The City Council represents the diversity of opinions and personalities within the community. Councilmembers should recognize and respect the principles of the majority rule.
- 5. The City Council shall manage through the City Manager; however, Councilmembers may communicate with City staff members with inquiries related to their respective departments.
- 6. During the time of Council discussion and public input, Councilmembers shall refrain from non-recognized conversation.

Dated this _____ day of _____, 2012.

Terry Ryan, Position #1

Donna Michelson, Position #2

Kathy Nielsen, Position #3

Bart Masterson, Position #4

Mark Harmsworth, Position #5

Mike Todd, Position #6

Mark Bond, Position #7

P:\data\executive\city\council forms\code of conduct_values.doc



*Manual of City Governance
Policies, Procedures and Guidelines*

Resolution #2011 - 473

Adopted July 5, 2011

A Comprehensive Collection of
Governance Principles, Policies, Procedures,
Standards of Conduct, Meeting Rules
and References to Applicable Law



Introduction

This manual is intended to serve as a guide for the Council, city management and the community to the City's principles and procedures embodying the Council/Manager form of governance.

The responsibilities of modern government require that we update the procedures which help us function effectively in the current atmosphere of complex laws, rules and regulations. Thus we have an opportunity to refine and expand those initial rules of self-government.

While some other sources of standards and practices do exist, unfortunately those examples are scattered in a number of resources and references. The Mill Creek Manual of City Governance represents standards for Mill Creek government practices in a single document. It is a comprehensive collection of policies, meeting rules, coordination procedures, administrative references, public outreach guidelines and procedures. Included, by reference, are relevant provisions of applicable state and local law. Also included are principles to guide the Council/Manager form of government.

This manual can be a valuable resource for Mill Creek, the City's citizens, the City Council and City management as we continue to work together for effective and efficient local government.

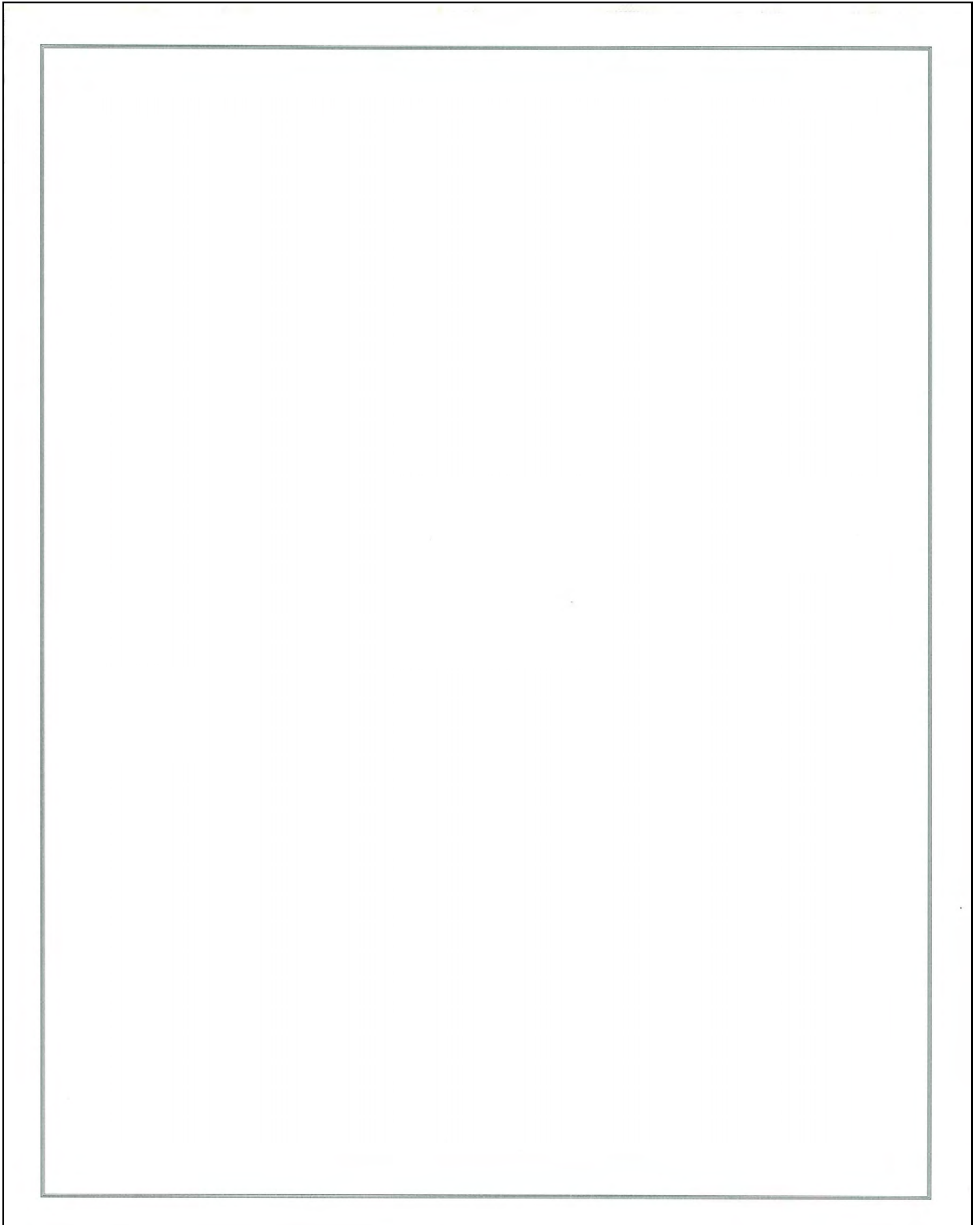
These rules should not be construed to invalidate any action of the City Council or City Manager that is otherwise in compliance with applicable law.

It is recommended that the members of the City Council and City management be familiar with the contents of this manual and keep it close at hand.

This manual (as adopted by Resolution) is a legislative act and is intended to remain in force and effect except to the extent that any portion may be subsequently be amended or rescinded by act of Council. See, however, Article 9, which explains certain limitations on the intended use of this Manual.

Respectfully submitted,

Mayor Mike Todd, Mayor Pro Tem Donna Michelson, and Councilmembers Terry Ryan, Kathy Nielsen, Bart Masterson, Mark Harmsworth, and Mark Bond



RESOLUTION NO. 2011- 473

A RESOLUTION OF THE CITY OF MILL CREEK ADOPTING A MANUAL OF CITY GOVERNANCE POLICIES, PROCEDURES AND GUIDELINES FOR THE COUNCIL-MANAGER FORM OF GOVERNMENT

WHEREAS, the City Council desires that city government be transparent and accountable to the public; and

WHEREAS, the City Council seeks to govern in a manner that is responsive to the community, in collaboration with City management, and in a business-like and professional manner; and


WHEREAS, written principles, policies and procedures best assure an atmosphere conducive to principled, accountable and transparent governance,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILL CREEK DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. There is hereby adopted by reference, "City of Mill Creek Manual Of City Governance Policies, Procedures and Guidelines" dated July 5, 2011, which is attached hereto as Exhibit "A".

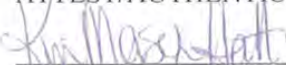
ADOPTED by the City Council of the City of Mill Creek, this 5th day of July, 2011 by a vote of 5 for, 0 against and 0 abstaining. (Councilmembers Ryan and Harmsworth absent)

APPROVED:



MIKE TODD, MAYOR

ATTEST/AUTHENTICATED:



KIM MASON-HATT, ACTING CITY CLERK

APPROVED AS TO FORM:



OFFICE OF THE CITY ATTORNEY
SHORT CRESSMAN & BURGESS PLLC

Exhibit:

A - Manual of City Governance Policies, Procedures and Guidelines

FILED WITH THE CITY CLERK: July 5, 2011
PASSED BY THE CITY COUNCIL: July 5, 2011
RESOLUTION NO.: 2011-473



TABLE OF CONTENTS

Article 1: Principles 1

 1.1 Values 1

 1.1.1 City Leaders Listen to the Community 1

 1.1.2 Collaboration is Valued 1

 1.1.3 City Leaders Lead and Reason Together 1

 1.1.4 The City Exemplifies Professionalism in City Management 1

 1.1.5 Sustainability 1

 1.2 Relationship between Council, City Manager, Staff and Public 1

 1.2.1 Council Oversees City Organization But Does Not Interfere With Management 1

 1.2.2 Council and City Manager Roles and Responsibilities Differentiated 1

 1.2.3 Performance-Driven Management 1

 1.2.4 City Attorney Is Legal Counsel to the City and Its Officials Collectively 2

 1.2.5 Staff Provides Adequate Information for Council Policy-Setting 2

 1.2.6 Council Will Not Request Unnecessary Information 2

 1.2.7 Public Documents Ensure Open And Transparent Government 2

 1.2.8 Communications to the Public are Essential 2

 1.3 Functioning of City Council 2

 1.3.1 Importance of Open Public Meetings 2

 1.3.2 There is a Council-Selected Mayor 2

 1.3.3 The Mayor Also Embodies Other Leadership Roles 2

 1.3.4 Citizen Volunteers Play an Important Role 2

 1.3.5 Service on Regional Bodies is Shared Among Councilmembers 2

 1.3.6 Representatives of City Act in Accordance with City Policies 2

 1.3.7 Councilmembers Serve in Liaison Roles to Community Organizations 3

 1.3.8 Council is Mindful of Limited Resources 3

 1.3.9 Council Authorizes Certain Grant Applications Before Submittal 3

 1.3.10 Standing Committees 3

 1.4 Efficiency and Effectiveness of Council Decision-Making 3

 1.4.1 Council Makes Effective Use of Time 3

 1.4.2 Council’s Business Meetings Will Be Efficient and Businesslike 3

 1.4.3 Effective Decision Making Requires Finality 3

 1.4.4 Council Dialog Calls For “Sticking to the Point” 3

 1.4.5 Council Meeting Agendas Are Set by a Team 3

 1.5 Functioning of City Manager and Staff 3

 1.5.1 ICMA Standards are Respected 3

 1.5.2 Council-Manager Governance Depends on a Strong City Manager Role 4

 1.5.3 Regular and Understandable Financial Reporting 4

 1.5.4 Council and Administration are Mindful of Risk Management 4

 1.5.5 Public Information is Enhanced by Audio, Video, Website & Notes 4

Article 2: Defined Terms and Basic Rules 4

 2.1 Types of Governing Bodies, and Advisory or Supporting Groups 4

 2.1.1 City Council (or “Council”) 4

 2.1.2 Council Ad Hoc Committee 5

 2.1.3 Citizen Board, Citizen Committee or Citizen Commission 5

 2.1.4 Citizen Advisory Committee 5

 2.1.5 Steering Group 5

 2.1.6 Small Task Group 5

 2.1.7 Multi-Agency or Regional Task Group 5

 2.2 City Officials and Adjudicators 5

 2.2.1 Mayor 5

2.2.2	Mayor Pro Tem.....	6
2.2.3	Chair	6
2.2.4	City Manager	6
2.2.5	Appointive Officers	6
2.2.6	Council Liaison.....	6
2.2.7	Hearing Examiner.....	6
2.3	Types of Meetings of Council	6
2.3.1	Regular Meeting	6
2.3.2	Special Meeting	7
2.3.3	Business Meeting.....	7
2.3.4	Study Session.....	7
2.3.5	Workshop	7
2.3.6	Public Hearing on Ordinance.....	7
2.3.7	Public Hearing on Quasi-Judicial matter	7
2.3.8	Retreat.....	8
2.4	Types of Public Participation in Government	8
2.4.1	Public Comment Period at Business Meetings	8
2.4.2	Interactive Dialog with the Public at Study Sessions	8
2.4.3	Other Meetings with the Public Outside of City Hall.....	8
2.4.4	Public Forum	8
2.4.5	Neighborhood Meetings	8
2.4.6	Additional Avenues for Public Participation	9
2.5	Types of Governing Actions.....	9
2.5.1	Motion	9
2.5.2	Resolution	9
2.5.3	Ordinance	9
2.5.4	Comprehensive Plan Amendment	10
2.5.5	Budget Adoption or Amendment.....	10
2.5.6	Capital Facilities Plan (CFP) Adoption or Amendment	10
2.5.7	Quasi-Judicial Ruling	10
2.5.8	Best Practices.....	10
2.5.9	Doing Things Right	10
Article 3: Standards Of Conduct.....		11
3.1	Sources and References	11
3.2	Standards of Conduct for Officials under Washington Law	11
3.3	Oath of Office	11
3.4	Public Trust and Fiduciary Duty.....	11
3.5	Stewardship of Public Funds	12
3.6	Conflicts of Interest under State Law	12
3.6.1	State Code of Ethics	12
3.6.2	Prohibition Against Private Interest in a Public Contract	13
3.6.3	Limitations on Holding Multiple Offices	13
3.6.4	“Appearance of Fairness” Doctrine under State Law	13
3.7	Open Public Meetings under Washington Law	14
3.7.1	All Deliberations and Actions Must Be At Noticed Public Meetings.....	14
3.7.2	Applies to Sub-Agencies of the City	14
3.7.3	Two Kinds of Meetings: “Regular” and “Special”	14
3.7.4	Open to the “Public”	14
3.7.5	Executive Sessions	15
3.7.6	Unintended Meetings; Electronic Meetings.....	15
3.8	Open Government and Public Records.....	15
3.8.1	Purpose of the Public Disclosure Law	15
3.8.2	Emails and Other Electronic Records.....	16

3.9	Statement of Values/Rules of Conduct.....	17
3.9.1	Duty to Act in the Interests of the City.....	17
3.10	Duties to Act Consistently with City Policy When Representing City Elsewhere.....	17
3.11	Role of City Attorney	17
3.12	Process for Officials to Question the Legality of City Actions.....	18
3.13	Conduct of Officials with Regard to Litigation Against City.....	18
3.14	Separate Accounting of City Funds.....	19
3.15	Duty to Avoid Interfering with City Manager’s Role with Staff.....	19
3.16	Duty to Bargain in Good Faith in Collective Bargaining Representatives.....	19
3.17	Immunity and Indemnification of Officials For Individual Actions in Good Faith	19
Article 4: City Council – The Elected Governing Body		20
4.1	Council Meeting - Time and Location.....	20
4.2	Council Meetings – Open to the Public.....	20
4.3	Mayor and Mayor Pro Tem Election	20
4.3.1	Organizational Meeting	20
4.3.2	Selection of Mayor and Mayor Pro Tem	21
4.3.3	Nominations/Nomination Process	21
4.3.4	Voting.....	21
4.3.5	Election and Oath of Office.....	22
4.4	Quorum.....	22
4.5	Respect and Decorum	22
4.5.1	Orderly Behavior and Civility in Remarks.....	22
4.5.2	Permission Required to Address the Council	23
4.5.3	Forms of address.....	23
4.6	Telephonic Participation from a Remote Location.....	23
4.7	Attendance; Excused Absences	23
4.8	Filling Council Vacancies.....	23
4.9	Continuity of Government Act	24
Article 5: Citizen Committees, Boards And Commissions		24
5.1	Approval of Appointees.....	24
5.1.1	Citizens on Standing Governing Bodies.....	24
5.1.2	Citizens on Temporary Governing Bodies	24
5.1.3	Removal.....	24
5.2	Establishment and Review of Citizen Governing Bodies That Are Temporary	24
5.3	Relations with Boards, Commissions and Citizen Advisory Groups.....	25
Article 6: City Administration.....		25
6.1	City Manager	25
6.2	Role of the City Manager	25
6.3	Informal Communications Encouraged.....	26
6.4	City Manager – Interference by Councilmembers.....	26
6.5	Complaints to Councilmembers	26
6.6	Administrative Complaints - "Best Practice"	26
6.7	City Clerk - Minutes - Public Information Access	26
6.8	City Staff– Attendance at Meetings.....	27
6.9	Administrative Presentations and Briefings	27

Article 7: Preparation for Council Meetings..... 27

- 7.1 Council Meeting Agendas 27
- 7.2 Consent Agenda..... 27
- 7.3 Study Session Procedure..... 28
- 7.4 Process for Preparing Legislation or Policies for Adoption 28
 - 7.4.1 Draft Documents..... 28
 - 7.4.2 Preparation of Ordinances and Resolutions 28
- 7.5 Council Packets 29

Article 8: Rules Of Order For Council Meetings 29

- 8.1 Parliamentary Procedure..... 29
- 8.2 Motions and Discussion..... 29
- 8.3 Voting 29
- 8.4 Dissents and Protests 30
- 8.5 Complaints and Suggestions to Council 30
- 8.6 Prior Permission Required for Certain Elaborate Presentations 30
- 8.7 Conduct of Business Meetings 30
- 8.8 Conduct of Study Sessions and Workshops 31
- 8.9 Workshops 32
- 8.10 Procedures for Public Comment at Business Meetings 32
 - 8.10.1 In General 32
 - 8.10.2 Subjects – Whether or Not on the Current Agenda..... 32
 - 8.10.3 Use of Microphones..... 33
 - 8.10.4 Civility 33
 - 8.10.5 Council May Overrule the Chair..... 33
- 8.11 Public Hearings – In General..... 33
 - 8.11.1 Sign in Procedure..... 33
 - 8.11.2 Time Limits..... 33
 - 8.11.3 Other Rules 33
- 8.12 Council Quasi-Judicial Hearings 33
 - 8.12.1 Appearance of Fairness Doctrine Applies to Quasi-Judicial Actions 34
 - 8.12.2 Obligations of Councilmembers in Quasi-Judicial Proceeding 34
 - 8.12.3 Avoid Ex Parte Communications with Quasi-Judicial Parties 34

Article 9: Use Of This Manual and Its Rules 35

- 9.1 Purpose 35
- 9.2 Use of Rules by Council 35
- 9.3 Public Use or Reliance Not Intended..... 35
- 9.4 Amendments or Suspension of Portions of this Manual 35

Exhibit A: Resolution 1 36

Exhibit B: Current List of Citizen Committees, Commissions and Boards..... 37

Exhibit C: Statement of Values/Rules of Conduct (January 2010)..... 39

Article 1: Principles

It is hereby the policy of the City to establish the principles stated in this Article 1 as core values of City governance:

1.1 Values

1.1.1 City Leaders Listen to the Community

City leaders listen to the community in a way that fully represents the community's interests and goals.

1.1.2 Collaboration is Valued

Council and staff should make the maximum effort to collaborate in every endeavor, seeking consensus as far as possible.

1.1.3 City Leaders Lead and Reason Together

Councilmembers should individually, and collectively, demonstrate the ability to lead and reason together.

1.1.4 The City Exemplifies Professionalism in City Management

City leaders exhibit respect for the professionalism and ethical conduct of the City Manager and staff.

1.1.5 Sustainability

Leaders strive to achieve sustainable outcomes in City policies and administration, with sustainable bottom lines for the community, environment, and for city finances and the local economy.

1.2 Relationship between Council, City Manager, Staff and Public

1.2.1 Council Oversees City Organization But Does Not Interfere With Management

Council establishes budgetary authority for departments and positions, and may determine the duties and compensation of each, but does not interfere with the City Manager's management of City employees.

1.2.2 Council and City Manager Roles and Responsibilities Differentiated

Leaders adhere to the separate and distinct policy and management roles of Council and City Manager. Administrative policy and complaints are handled by the City Manager and Department Heads; legislative policy is established by Council.

1.2.3 Performance-Driven Management

Council reviews the City Manager's performance annually. The City Manager is responsible for performance reviews of subordinates.

- 1.2.4 City Attorney Is Legal Counsel to the City and Its Officials Collectively**
The City Attorney is hired by the City Manager and represents the City and in that capacity provides legal advice to the Council, City Manager and staff to the extent their interests coincide with the City's.
- 1.2.5 Staff Provides Information for Council Policy-Setting**
Information will be provided for effective decisions.
- 1.2.6 Council Will Not Request Unnecessary Information**
In recognition of the limitations of staff time and resources, the Council will not request unnecessary information. An exceptionally time-consuming request of Council requires a majority vote, and information will be disseminated to the Council.
- 1.2.7 Public Documents Ensure Open And Transparent Government**
The Council and Administration will adhere to laws on public access to documents.
- 1.2.8 Communications to the Public are Essential**
The City Manager shall be responsible for the City communications function, but potentially controversial communications shall be promptly copied to Council.

1.3 Functioning of City Council

- 1.3.1 Importance of Open Public Meetings**
The City shall comply with the Open Public Meetings Act under Washington law.
- 1.3.2 There is a Council-Selected Mayor**
The Council-selected Mayor presides at meetings of the Council.
- 1.3.3 The Mayor Also Embodies Other Leadership Roles**
The Mayor serves as the City's ceremonial head. The Mayor is the main liaison for the Council with the City Manager.
- 1.3.4 Citizen Volunteers Play an Important Role**
For citizen advisory committees, boards and commissions, an interview committee of Councilmembers interviews applicants and recommends appointments to the Council for confirmation.
- 1.3.5 Service on Regional Bodies is Shared Among Councilmembers**
Council selects individual Council liaison roles based on the desire, qualifications and skills of interested Councilmembers.
- 1.3.6 Representatives of City Act in Accordance with City Policies**
It is a duty of staff and Council who represent City to advocate positions that are consistent with City policies, projects and plans.
- 1.3.7 Councilmembers Serve in Liaison Roles to Community Organizations**
Council approves liaison duties to community organizations for arts, human services, business community, tourism organizations, etc., based on desire and qualifications.

1.3.8 Council is Mindful of Limited Resources

Council expense reimbursement is limited to budget; requires receipts; there are other limits on type and amount

1.3.9 Council Authorizes Certain Grant Applications Before Submittal

If a grant would require material matching dollars or impact policy, the Administration will seek Council approval prior to applying. The administration will bring grant opportunities it becomes aware of to the full Council. The Council may also initiate the process of pursuing a grant.

1.3.10 Standing Committees

Because staff time and resources are limited, it is prudent to use Study Sessions of the whole Council rather than numerous Standing Committees. Consider utilizing a Standing Committee only if needed – e.g. Finance Committee. The standing committee will be appointed by the Council.

1.4 Efficiency and Effectiveness of Council Decision-Making

1.4.1 Council Makes Effective Use of Time

Council differentiates among four types of public meetings: (1) retreats; (2) study sessions; (3) business meetings; (4) public communications meetings and forums.

1.4.2 Council's Business Meetings Will Be Efficient and Businesslike

The information exchange, review, deliberation and vetting of issues during prior Study Session enables Council business sessions to be efficient.

1.4.3 Effective Decision Making Requires Finality

Rules shall limit the prerogative to reconsider a Council decision; effective decision making results in finality and "moving on".

1.4.4 Council Dialog Calls For "Sticking to the Point"

The Chair's role, especially at the business meeting is to keep Council business focused and expeditious.

1.4.5 Council Meeting Agendas Are Set by a Team

Agendas for Council Business Meetings are generally developed and refined by the Council and Administration at Study Sessions, and are then arranged by the City Manager and City Clerk in consultation with the Mayor. Items for Study Session agendas are submitted to the City Clerk or City Manager and after team review are finalized by the City Manager for public notice and distribution.

1.5 Functioning of City Manager and Staff

1.5.1 ICMA Standards are Respected

City leaders respect the International City Manager Association (ICMA) standards and model documents (e.g. ICMA Code of Ethics and the City Manager's employment terms/conditions).

1.5.2 Council-Manager Governance Depends on a Strong City Manager Role

The City Manager prepares the proposed budget; administers code and policy; appoints and removes city employees; serves as the City’s chief executive officer.

1.5.3 Regular and Understandable Financial Reporting

The City’s regular financial reports enable the Council and community to understand the City’s financial condition, and are in harmony with accounting standards for governmental organizations, applicable law and municipal best practices, taking into account brevity, cogency, salience and clarity.

1.5.4 Council and Administration are Mindful of Risk Management

There is a periodic review of risk management with WCIA (Washington Cities Insurance Authority). The Council empowers the City Manager with a dollar authority level to settle minor disputes.

1.5.5 Public Information is Enhanced by Audio, Website & Notes

There is a full audio recording on the city website for each Council meeting. Minutes of meetings are concise and are approved and posted online in as timely a manner as possible.

Article 2: Defined Terms and Basic Rules

2.1 Types of Governing Bodies, and Advisory or Supporting Groups

2.1.1 City Council (or “Council”)

The Council consists of 7 officials, each elected to four-year terms. The terms are staggered with 3 or 4 terms expiring at the end of odd-numbered years. Individual Councilmembers do not have governing power as individuals, but only when meeting as a Council, when a quorum (4 or more) are present. A special-purpose meeting of the Council when a quorum is present is sometimes referred to as a meeting of the Committee of the Whole.

Unless otherwise noted, the use of the term “Council” in this manual will imply that the Council is acting as a legislative body based upon a majority vote of the Councilmembers.

2.1.2 Council Ad Hoc Committee

An Ad Hoc Committee is a temporary committee established by Council to investigate and advise Council on a specific policy or issue for future Council action, or to develop a legislative or policy proposal for Council on a particular topic. The Council determines the purpose of an Ad Hoc Committee at the time of establishing it. The Council may appoint up to three Councilmembers to an Ad Hoc Committee, and, if applicable, one or more citizens or subject matter experts who are not city employees. Furthermore, each Ad Hoc Committee shall include the City Manager (or his/her designee) and any City staff that the City Manager chooses to assign to the Committee. An Ad Hoc Committee shall sunset upon completion of the Council-assigned task.

2.1.3 Citizen Board, Citizen Committee or Citizen Commission

As defined by ordinance or resolution, a citizen board, committee or commission is generally a standing (rather than temporary) body with prescribed authority to perform a recurring advisory or decision-making role on behalf of the City as a municipal corporation. The list of such bodies, as that list may be amended from time to time, is found in Exhibit B. Procedures and rules that apply to such bodies are described in Exhibit B.

2.1.4 Citizen Advisory Committee

A Citizen Advisory Committee consists of a group of citizens, established and appointed by the Council, which is tasked with the responsibility of advising the appointing body or Manager regarding some activity or pending decision of City government. Such a committee is normally formed on an ad hoc temporary basis to advise either the Council or City Manager (or a Council standing or ad hoc committee) on a particular topic relating to city legislation, policy or practices, or the means to carry out a proposed project or city activity.

2.1.5 Steering Group

The City Manager may recommend or the Council may establish a Steering Group to perform a temporary ad hoc task or project prescribed by the Council, such as organizing one or more forms of citizen engagement on a public issue, or providing direction and oversight for the implementation of a City project or program.

2.1.6 Small Task Group

The Council may, from time to time, create, and appoint members to, a small task group for the purpose of examining issues and making recommendations important to the City but not requiring the more formalized process of a larger task force, which may require a steering committee. The small task group may consist of one or more Councilmembers (but no more than three), one or more citizens or experts familiar with the issue or project, and the City Manager (or designee). In all cases, the instrument appointing a task force shall set forth a clear task assignment and a method of “sunsetting” the group upon completion of the task.

2.1.7 Multi-Agency or Regional Task Group

When a major regional effort involves key agencies outside of City government but vital to a project’s coordination, the Council may create by motion, legislative directive or intergovernmental agreement, an appropriately named multi-agency or regional task group (and may create a Steering Group to guide the task force effort). Membership shall consist of one to three Councilmembers (no more than three) and/or the City Manager (or designee), typically one representative from each partner agency, and, if applicable, representation from any private, consultant or non-profit agency with a key interest or resource vital to the issue or project.

2.2 City Officials and Adjudicators**2.2.1 Mayor**

See the definition and duties stated in Section 4.3.

2.2.2 Mayor Pro Tem

See the definition and duties stated in Section 4.3.

2.2.3 Chair

The term Chair means the Councilmember who is to chair, or is in fact chairing, a Council meeting. Unless otherwise stated in the meeting agenda, the Chair shall be the Mayor unless the Mayor is absent, in which case the Chair shall be the Mayor Pro Tem (or, in the absence of both, the Councilmember who is elected by the quorum to preside at the meeting).

2.2.4 City Manager

See the definition and duties stated in Article 6 – City Administration.

2.2.5 Appointive Officers

The City’s Appointive Officers consist of the City Manager and those persons (who may or may not be City employees) who occupy any of the appointive offices stated in MCMC Section 2.08.

2.2.6 Council Liaison

With Council approval, a Councilmember serves a two-year term as the Council’s Liaison (i.e. representative), to an organization. A Liaison is responsible for facilitating communication, collaboration and coordination with the designated organization, and with regular reporting and accountability to the Council. There are typically Councilmember Liaisons to three types of organizations:

- A county-wide or regional policy or governing body or intergovernmental organization (such as the Snohomish County Tomorrow Steering Committee)
- A community organization (such as the Mill Creek Business Association); and
- A governing or inter-agency board functioning in the city (such as the Parks and Recreation Board).

2.2.7 Hearing Examiner

The City regulates and adjudicates land use matters using a Hearing Examiner system set forth in MCMC Chapter 4.34. The Hearing Examiner is appointed by the City Manager. Under MCMC Chapter 4.34, the examiner shall serve as the city’s quasi-judicial hearings officer and shall have jurisdiction over the matters set forth in this chapter and MCMC 14.03.080. In the exercise of such jurisdiction, the examiner shall interpret, review and implement the city’s land use regulations and the pertinent and appropriate provisions of MCMC Titles 14 through 18, shall hold hearings and hear appeals, and shall take such actions as provided by this chapter. In addition, the examiner shall take such action as may be specifically assigned by other sections of the municipal code or by ordinance or resolution, and as may be delegated or assigned from time to time by action of the City Council.

2.3 Types of Meetings of Council

2.3.1 Regular Meeting

A Regular Meeting of the Council is a meeting convened on a regular series of dates (and at a time) stated in City code. At a Regular Meeting, the Council may conduct any

business stated on the agenda that is publicly posted prior to the meeting, or the Council may approve additions or deletions to the agenda at the meeting.

2.3.2 Special Meeting

A special meeting is a Council meeting called at a date or time other than the time prescribed by code for a Regular Meeting. At a special meeting, the Council may conduct any business stated on the agenda that is publicly posted prior to the meeting, or the Council may approve deletions (but not additional action items) to the agenda at the meeting.

2.3.3 Business Meeting

A business meeting is a regular or special meeting of the Council that is primarily for the purpose of voting on the City's business, generally in the form of motions, resolutions or ordinances. A business meeting typically includes a public comment period for a limited period of time stated in advance on the agenda, during which a member of the public may address the Council on any matter of public concern (whether or not on the agenda).

2.3.4 Study Session

A study session is a regular or special meeting of the Council that is generally held in a more informal manner or setting than a business meeting, and where the purposes may be, for example, (i) to study, deliberate or review one or more topics or emerging issues for potential action at a future date, (ii) to vet the status of matters that are intended to be presented on the agenda of an ensuing business meeting unless exceptional circumstances apply, or (iii) to participate in presentations with City staff or other subject matter experts. In general, final votes are not taken at a study session, but there are commonly procedural votes on the disposition of various matters. Any regular or special Council meeting may include a "Study Session".

2.3.5 Workshop

A study session on a single topic or subject is sometimes referred to as a workshop.

2.3.6 Public Hearing on Ordinance

A formal public hearing may be required by statute or City ordinance as a portion of the prescribed public process for the Council's adoption of the City budget, the City's Capital Facilities Plan, and certain other legislative actions. In such a case, a public hearing is conducted according to certain formal public hearing rules prescribed by law. The public hearing typically occurs during a publicly noticed portion of a regular or special meeting of Council, where the time of the hearing has been stated in the prior public notice.

2.3.7 Public Hearing on Quasi-Judicial matter

Certain Council reviews and actions that are akin to a judicial decision affecting a particular party or a particular set of one or more properties require that the Council conduct a formal public hearing of a "quasi-judicial" kind. Such a hearing is typically conducted by Council during a prescribed portion of a regular or special meeting, and is performed in such a manner as to establish a clear record of proceedings, facts presented and the decision process according to judicial standards. A detailed discussion of quasi-judicial hearings can be found in Section 8.12.

2.3.8 Retreat

A retreat is generally a Special Meeting called for the purpose of very informal discussion dealing with goals, objectives and guidelines for future activity of the organization. At a retreat, the Council may, for example, develop goals and objectives for its own organization for the year, consider priorities for the Council work plan, or set goals for the City Manager which may be elements of an annual performance evaluation in accordance with the employment agreement. Although a detailed listing of the City's activity plan for a coming year may result from informal consensus, formal adoption should be made in a regular Council meeting by motion or resolution.

2.4 Types of Public Participation in Government**2.4.1 Public Comment Period at Business Meetings**

At Council Business Meetings, the agenda shall generally include a period of time known as the Audience Communication period. Within that time period, any member of the public may be recognized by the Chair and may address the full Council on any public issue – whether or not on the agenda. Unless Council determines otherwise, the Audience Communication period at a Business Meeting is reserved for comments by the public rather than responses from Council or Administration.

2.4.2 Interactive Dialog with the Public at Study Sessions

At Council Study Sessions, the Chair shall determine the manner in which public comments and dialog are to be invited, depending on the nature of the Study Session and the amount of time available. In general, the Council may allow more flexibility in accommodating comments and dialog on agenda matters under discussion than is generally allowed at a Business Meeting, and the Council may allow responses and interactive dialog with Councilmembers, the Administration and/or other presenters.

2.4.3 Other Meetings with the Public Outside of City Hall

The Council may organize other meetings with the public in various forums outside of City Hall – in various settings such as public forums, neighborhood meetings, presentations to community organizations, town halls, and so on.

2.4.4 Public Forum

When major public policy development warrants, and after adequate preparation of issues and alternatives, a steering group may conduct larger citizen forums to help develop a public consensus on the issues. The general procedure would be to provide basic information, to explore alternatives and options and to receive verbal and written public comments. The Steering Group shall summarize the conclusions and/or recommendations of such forums for presentation to the City Council prior to the customary City Council deliberations (i.e., agenda actions, public hearings, etc.) which could normally result in final action.

2.4.5 Neighborhood Meetings

Neighborhood meetings may be scheduled as part of a larger public process as designed by an Ad Hoc Committee, Steering Group or Task Force, however, any member of the Council may convene a citizens' neighborhood meeting or series of meetings for the purpose of providing a general forum on City matters. Such meetings shall, when convened, provide information pertaining to specific issues as well as an opportunity for

citizens to ask questions or express views on any subject. The Council may request that the City Manager or his/her designee attend these meetings to answer questions on administrative matters. Although such meetings typically involve three or fewer Councilmembers and are therefore not official Council meetings, Councilmembers who attend shall report issues or conclusions to the Council. At any such meeting, a Councilmember should avoid discussion or comments which pertain to current or potential lawsuits or other quasi-judicial proceedings which might later come before the Council. Councilmembers should exercise care to avoid claiming to speak for the City or Council on any issue on which the Councilmember is not expressly authorized to speak for the Council.

2.4.6 Additional Avenues for Public Participation

Public process activities may also incorporate a range of tools such as press releases, newspaper columns, fact sheets, Q&A's, etc. as described in the City's documents and guidelines pertaining to public participation in various projects and processes.

2.5 Types of Governing Actions

2.5.1 Motion

An adopted motion is a form of action taken by the Council to direct that a specific course of action be taken or executed on behalf of the municipality. A motion is similar to a resolution, but is generally much shorter and worded in a more informal manner than a resolution. A motion, once approved and entered into the record, is the administrative equivalent of a resolution in those instances where a resolution is not required by law, and where such motion is not in conflict with existing State or Federal statutes, City ordinances or resolutions.

2.5.2 Resolution

An adopted resolution is an administrative act which is less formal than an ordinance and is a statement of legislative policy or direction concerning matters of special or temporary character. Council action shall be taken by resolution when required by law or in those instances where an expression of legislative policy that is more lengthy or more meticulously worded than a motion is desired. While resolutions are often just a statement of policy, a resolution may have the force of law (e.g., a resolution setting permit fees, or a resolution declaring certain City property to be surplus).

2.5.3 Ordinance

An enacted Ordinance is a local law (legislative act) prescribing general rules of conduct. Council action shall be taken by ordinance when required by law, or where prescribed conduct may be enforced by penalty. An ordinance is a legislative act within its sphere as much as an act of the State Legislature. The general guiding principle is that actions relating to subjects of a permanent and general character are usually regarded as legislative and should be addressed through an ordinance, and those providing for subjects of a temporary and special character are regarded as administrative and should be addressed through a resolution. (See *Durocher v. King County*, 80 Wn.2d 139, 153, 492P2d 547(1972)).

2.5.4 Comprehensive Plan Amendment

Such an amendment is a legislative act in which the Council amends all or part of the Comprehensive Plan after the Planning Commission has deliberated, held public hearings and made recommendation(s) to the Council. The Council likewise holds a public hearing before passage.

2.5.5 Budget Adoption or Amendment

Legislative acts adopting or amending the budget document for the City on an annual or biennial basis. Although the budget is a maximum spending plan, it must be managed by the City Manager to operate within actual revenue received for each fund.

2.5.6 Capital Facilities Plan (CFP) Adoption or Amendment

The CFP is a 7-year plan which is a companion to the budgeting process and which establishes priorities for construction or replacement of capital facilities of the City.

2.5.7 Quasi-Judicial Ruling

Such a ruling is similar to a “judicial act” taken by an agency or authority that is not constituted as a “court” of law. A quasi-judicial ruling is an administrative ruling made by the Council, Hearing Examiner, or Planning Commission wherein the process and facts to be heard and judged are prescribed by regulatory laws or ordinances and as such, and are appealable to a higher authority or court of law.

2.5.8 Best Practices

Best Practices, as used in this manual, means methods of conducting certain activities of local government which have become widely accepted standards for a given local government activity. Best practices are often imported as a result of professional networking or from another similar agency which discovered a way to “do it better”.

2.5.9 Doing Things Right

While not defined in law, this phrase, as used in this manual, is an aspiration based on two criteria: (i) seeking out, and conforming to, the correct policy path for an action; and (ii) seeking out and emulating the best practices compatible with the activity, organization and culture.

Article 3: Standards Of Conduct

3.1 Sources and References

In this Article, the following references are frequently cited as sources of law or explanations of applicable law and standards of conduct:

- “KTT”: Association of Washington Cities (AWC) and Municipal Research & Services Center of Washington (MRSC): “**Knowing The Territory**: Basic Legal Guidelines for Washington City, County and Special Purpose District Officials” (Nov. 2009)
- “CMH”: AWC and MRSC: “**Councilmember’s Handbook**” (Dec. 2009)
- “RCW”: **Revised Code of Washington**
- “MCMC”: **Mill Creek Municipal Code**
- “OPMA”: **Open Public Meetings Act**

3.2 Standards of Conduct for Officials under Washington Law

A summary of various Washington state statutes and case law that impose duties and standards of conduct on a city’s elected and non-elected officials is found in the AWC/MRSC handbook KTT.

3.3 Oath of Office

A Councilmember, when sworn into office by the City’s City Clerk, swears that “I (fill in name)...having been duly appointed to the office of Councilmember of the City of Mill Creek, Washington, do solemnly swear [or affirm] that I will faithfully, impartially, and to the best of my ability perform the duties of my office as prescribed by law and that I will support and maintain the laws and ordinances of the City of Mill Creek and the laws and constitution of the State of Washington and the United States of America.”

The City Manager, and certain other City employees in key positions are likewise considered city officials and, when hired or promoted to officer status, are likewise sworn in with a similar oath that calls for compliance with those constitutions and laws.

3.4 Public Trust and Fiduciary Duty

“Courts have held public office to be synonymous with public trust and that a public officer’s relationship with the public is that of a fiduciary.” Public trust is a guiding concept in state statutes relating to avoidance of conflict of interest in contracting (RCW 42.23), and in the OPMA (RCW 42.30).

The people themselves, in a 1972 ballot initiative relating to public campaign law, declared trust to be the public policy of the State of Washington, stating in part: “That the people have the right to expect from their elected representatives at all levels of government the utmost of integrity, honesty and fairness in their dealings” and “That the people shall be assured that the private financial dealings of their public officials, and of candidates for those offices, present no conflict of interest between the public trust and private interests.”

3.5 Stewardship of Public Funds

The state law imposes the highest of duties on public officials who are custodians of public funds, such as treasurers. (KTT, p. 7). By analogy, there are provisions of law that impose other high standards for public funds on City officials generally, such as: (i) the State Constitution’s prohibition against making gifts to an individual or a for-profit or nonprofit corporation or association (KTT p. 22-24); (ii) the state law prohibitions against using public facilities or property for political campaign purposes (RCW 42.17.130); and state law requirements for bidding of public works projects (RCW 35.23.352) (MRSC, “Bidding Book for Washington Counties”) and for the giving of notice when seeking suppliers for other major purchases (e.g. RCW 39.80).

3.6 Conflicts of Interest under State Law

As the state Supreme Court has ruled, a Councilmember may not vote on a matter where he or she would be specially benefited. And, with some exceptions noted below, Washington law forbids a city official from having a financial interest in a City contract, regardless of whether or not they vote on the matter. KTT, p.9.

Furthermore, the public campaign laws require public elected officials (in addition to candidates) to make financial disclosures at least annually (through the Washington Public Disclosure Commission (PDC)) so that the public can be informed about potential conflicts. These annual disclosures are in addition to those outlined in the Statement of Values/Rules of Conduct signed by the Council (Exhibit C).

3.6.1 State Code of Ethics

The RCW 42.23 includes a Code of Ethics for state and local officials that generally prohibits (with some specified exceptions) four types of conduct by a City official:

- (a) using one’s City official position to obtain special privileges for oneself or others;
- (b) giving or receiving a gift in connection with a City matter;
- (c) accepting employment or engaging in a business that would require disclosing confidential information gained as a City official; and
- (d) disclosing confidential information gained as a City official, or using such confidential information for personal gain.

Legal advice should be sought on such questions as:

- (a) Is a very small gift, such as a coffee, small enough as to be “de minimus” and therefore not intended to be prohibited?
- (b) Should a gift from an out of town dignitary be handed over from an official to the city as a whole?
- (c) Under what circumstances can an official accept expense-paid travel to a meeting or a fact-finding visit?

3.6.2 Prohibition Against Private Interest in a Public Contract

- (a) The RCW 42.23 also broadly prohibits the following conflicts of interest regarding a city contract (including, among other things, employment contracts):

“No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through, or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein ...”

- (b) This prohibition applies even if the official doesn’t vote on or otherwise approve the contract that presents a conflict. (KTT, p. 11-13)
- (c) There are exceptions to the prohibition, and there is a qualified set of exceptions for certain “remote interests”. (KTT, p. 11-13)

3.6.3 Limitations on Holding Multiple Offices

There are state law prohibitions against an official appointing himself or herself to a second office or employment with the city (“dual office holding”), and there are certain combinations of public office that are considered to be incompatible and therefore not eligible to be held concurrently. (KTT, p. 16-18)

3.6.4 “Appearance of Fairness” Doctrine under State Law

- (a) The Appearance of Fairness doctrine applies only in those instances when a Councilmember is a decision-maker in a “quasi-judicial” matter (e.g. a spot rezoning, or a long-form plat development approval). It doesn’t apply to a Councilmember’s various legislative and policy decision-making. (KTT, p. 19-21)
- (b) As stated in the RCW 42.36, the “appearance of fairness” requires that the Councilmember not engage in “ex parte” communications with a party interested in the outcome of the quasi-judicial matter.
- (c) See Section 8.12 for a further discussion of the Appearance of Fairness Doctrine as applied to quasi-judicial hearings that are conducted by the Council.

3.7 Open Public Meetings under Washington Law

The Open Public Meetings Act is summarized in the KTT, and is also described in greater detail in the MRSC publication, “The Open Public Meetings Act – How it Applies to Washington Cities, Towns, and Counties, Report No. 60 (May 2008).

3.7.1 All Deliberations and Actions Must Be At Noticed Public Meetings

As stated in OPMA (RCW 42.30), all meetings of city governing bodies (i.e., where a quorum or more Councilmembers, or members of some other “governing body” of the City, assemble to discuss or otherwise act on City business) must be open and public.

3.7.2 Applies to Sub-Agencies of the City

The OPMA applies to a “subagency” of the City, which may mean that a City board, commission, or similar entity created by or pursuant to state or local legislation is subject to elements of the OPMA, such as the Planning Commission. RCW 42.30.020(2) states that a “governing body” to which the OPMA applies includes a committee of the Council or other governing body “when the committee acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.” The OPMA does not apply to court proceedings, quasi-judicial proceedings (such as Civil Service Commission hearings), or collective bargaining and related labor relations meetings. It does not apply to purely social meetings where city business is not discussed.

3.7.3 Two Kinds of Meetings: “Regular” and “Special”

A “regular” meeting is one with regular dates, times and locations set by ordinance, resolution or rule. Any business may be conducted at a regular meeting, but RCW 35A.12.160 states that “every city shall establish a procedure for notifying the public of upcoming hearings and the agenda for the forthcoming Council meeting.”

A “special” meeting is a meeting other than a “regular” meeting, which may be called by the Chair (e.g. the Council’s Mayor) or a majority of Councilmembers. The notice of a special meeting must be posted at least 24 hours prior to the meeting, and must state the items of business on the agenda. The Council may not add to the agenda of a special meeting without giving 24 hours notice of the added item.

3.7.4 Open to the “Public”

Under RCW 42.30.050, all persons must be permitted to attend a public meeting except unruly persons. Attendance may not be conditioned upon registration or similar requirements. The OPMA does not prohibit a requirement that persons identify themselves prior to testifying at hearings. In cases of disorderly conduct, disorderly persons may be expelled, and if that is insufficient to restore order, the meeting place may be cleared and/or relocated. However, non-offending members of the news media may not be excluded.

3.7.5 Executive Sessions

An “executive session” is a portion of a public meeting that is conducted on a topic that is permitted by law to be discussed by a governing body or sub-agency in a non-public setting. As further provided by the RCW 42.30.110 in greater detail, an executive session may, in general, be conducted to discuss matters such as the following:

- (a) Real estate acquisition, lease or site selection; or deliberations on the price at which to offer real estate for sale or lease;
- (b) Negotiations on publicly bid contracts;
- (c) Evaluation of complaints or charges brought against a public officer or employee;
- (d) Evaluation of qualifications of an applicant for public employment or to review the performance of a public employee;
- (e) Evaluation of the qualifications of a candidate for appointment to elective office; or
- (f) To discuss with the City’s legal counsel City enforcement actions or litigation or potential litigation.

Councilmembers shall not disclose confidential information learned or confidential documents provided during an executive session unless waived by the full Council.

3.7.6 Unintended Meetings; Electronic Meetings

An unintended meeting may occur in violation of the OPMA if, without the requisite public notice, a quorum or more of a public body or sub-agency meets for an in-person or telephonic discussion, or conducts an interactive email discussion of city business.

3.8 Open Government and Public Records

As a result of a statewide ballot in 1972, strong public protections were put in place relating to (1) political campaign disclosure; (2) disclosure of lobbying; (3) disclosure of the financial interests of a candidate or elected official; and (4) openness of public records. The topic of open access to public records is summarized in pages 36-41 of the KTT, and in greater detail in the MRSC publication: “Public Records Act for Washington Cities, Counties and Special Purpose Districts” (Nov. 2009).

3.8.1 Purpose of the Public Disclosure Law

“The people of this state do not yield their sovereignty to the agencies that serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may maintain control over the instruments that they have created. [The law] ... shall be liberally construed . . . to promote this public policy.” (See, RCW 42.56.030)

It is hereby the policy of the City that elected and other city officials shall do nothing to hinder the City’s obligation to possess, retain and store public records. Under RCW 42.56.010(2), a

“public record ... includes any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.” Furthermore, and under RCW 42.56.010(3), a writing means “handwriting, typewriting, printing, photostating, photographing, and every other means of recording any form of communication or representation, including, but not limited to, letters, words, pictures, sounds, or symbols or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, motion picture, film and video recordings, magnetic or punched cards, discs, drums, diskettes, sound recordings, and other documents, including existing data compilations from which information may be obtained or translated.”

3.8.2 Emails and Other Electronic Records

Under the state law definitions (above), an email (or an entry on a website, blog, twitter or a social media internet site) is a “writing”, and it is likewise a “public record” if it meets the definition above.

Additional regulations have been adopted which further elaborate on the legal duty of a city to store and archive – not only public records of traditional hard-copy kinds – but also electronic public records. (See Chapter 434-662 of the Washington Administrative Code (WAC))

(a) Policies on Email Platforms

In recognition of the desire to maintain open and transparent government, and to support the City’s duty to accessibly store and archive electronic public records, it is hereby the policy of the City that in the case of each email that contains information relating to the conduct of the government or the performance of any governmental or other City function, Councilmembers will:

- i. take all reasonable steps to ensure that each such email sent or received by him or her is sent or received on the City-maintained email system utilizing the individual’s email address at cityofmillcreek.com.,
- ii. cease utilizing any private, public or proprietary email service other than the City’s, for the sending or receiving of any such emails that meet the definition of public records, and
- iii. establish an automatic reply message on any email service previously used for a Councilmember’s public email correspondence, to automatically advise any email sender that any and all emails pertaining to City matters are to be sent to the Councilmember at the City-provided email address.

Each Councilmember who has been advised by the City Clerk to assist the City in preserving a copy of his or her emails pertaining to the work of the governing body, shall send a copy of each such email, as and when each is sent or received, to the City email address designated by the City Clerk for that purpose.

(b) Policies on Email Practices

It is hereby the policy of the City that with respect to any email sent by a Councilmember that contains information relating to the conduct of the government or the performance of any governmental or other City function, the email will be distributed through the City Manager or City Clerk, and any Councilmember who receives such an email shall not forward the email to any other Councilmember.

3.9 Statement of Values/Rules of Conduct

The City Council strives to provide excellence in public service by respecting and protecting individual rights, acting with integrity, and fostering public trust. To improve the Council's effectiveness and performance, Councilmembers will focus on the areas (designated in the Statement of Values/Rules of Conduct – attached as Exhibit C) which incorporate the values of respect, honesty, and trust.

The Statement of Values/Rules of Conduct will be signed by the all of the members of the Council every two years or upon swearing in of new Councilmembers.

3.9.1 Duty to Act in the Interests of the City

- No elected person shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interests of the City of Mill Creek and his or her personal interests, or the interests of other organizations.
- Each elected person has a duty to place the interests of the City of Mill Creek foremost in any dealings with the City, and has a continuing responsibility to comply with the requirements of this policy.
- If an elected official has an interest in (1) a proposed transaction with the City ... in the form of a significant personal financial interest in the transaction; or (2) any organization or member of immediate family involved in such transaction; or (3) holds a position of trustee, director, officer or employee of such organization; then he or she must make full disclosure of such an interest before any discussion or negotiation of such transaction, and shall abstain from any vote on such matter.

3.10 Duties to Act Consistently with City Policy When Representing City Elsewhere

Both elected City officials and non-elected City officials are frequently called upon to participate in policy bodies and decision-making forums at the county and regional level. It is hereby the policy of the City that, whenever any City official (whether elected or staff) is directly or indirectly representing the City on a policy making or decision-making body at the county or regional level, it shall be the duty of that individual to act in a manner consistent with the interests of the City, as embodied in City policy, budget, capital facilities plan or other action of Council or directive of the City Manager.

3.11 Role of City Attorney

The City Attorney's ultimate client is the City itself – a municipal corporation. The City Attorney's relationship to the local government is similar in a number of respects to that of an attorney who represents a corporation. In that capacity, the City Attorney provides legal advice to the City Council, the City Manager, the Department Directors, and City staff. (See KTT (footnote 39))

The City Attorney may represent the City in actions brought by or against the City or against City officials in their official capacity. However, other attorneys may be hired to handle specific cases because of the nature of the case, because the City Attorney has a conflict or other reason he or she cannot become involved, or due to limited resources of the City Attorney's office. In rare cases, the City Attorney may have a conflict and not be in a position to advise both the City Council and the City Manager. (See MRSC "Knowing the Territory.")

The City Manager cannot prohibit the Council from having access to the City Attorney's advice. For reasons of efficiency or cost effectiveness, the City Manager may decide that certain legal questions should be channeled to the City Attorney through the City Manager, to ensure that questions are clearly worded and communications back to Council are consistent. (See MRSC "Councilmember Handbook" (Dec. 2009; p.12))

The Council can determine as a policy matter whether the City shall obtain legal advice from an on-staff City Attorney or by reliance on a law firm, but the Council may not direct the appointment of an individual to the position of City Attorney – that being the role of the City Manager. (See MRSC "Code City Handbook" (June 2009; p. 51))

3.12 Process for Officials to Question the Legality of City Actions

City officials, including elected officials, may be indemnified by the City (or by insurance purchased by the City) for actions taken by an official within the scope of his or her duties. An official should therefore take care to act within the scope of his or her duties, and not cause City or personal liability by virtue of individual actions taken in the absence of legal advice.

An unfounded assertion by a City official that the City is acting in violation of law can cause undue risk and liability to the city, and may therefore constitute a breach of that official's duty to the City. Therefore, it is hereby the policy of the City that the following steps shall be followed if a City official questions the lawfulness of the conduct (or proposed conduct) of the City, or of any of its officials or staff.

1. Consult the City Attorney and fully describe the facts and issues which raise a question of illegality.
2. If the advice of the City Attorney does not resolve the concern, consult the City Manager.
3. If steps "1" and "2" do not resolve the concern, the official may request an executive session of the full Council, if the matter rises to the level of presenting a risk of litigation.
4. Prior to completing steps "1" through "3", it is a violation of the Official's duty to the City to assert in public the opinion that the City is in violation of law.

3.13 Conduct of Officials with Regard to Litigation Against City

It is hereby the policy of the City that, once an individual or organization has filed a legal proceeding against the City, no City Councilmember shall engage in discussions or other communications with such individual (or the officers or directors of the organization) about the subject of the lawsuit without first disclosing the intent to do so to the Council, either in public or in executive session. It is also

hereby the policy of the City that its conflict of interest rules shall apply to elected officials with regard to individuals or organizations threatening or pursuing a lawsuit against the City.

3.14 Separate Accounting of City Funds

With regard to the City's two enterprise service funds – namely, Parks and Recreation and Surface Water -- it is the policy of the City:

- to separately account for each of the funds; and
- to ensure that fees and charges collected from a customer of any such enterprise is not used to subsidize another enterprise fund or the general operations of city government.

Nothing in this policy is intended to either: (i) prohibit an enterprise fund from paying its duly allocated share of direct or indirect costs or its reasonable allocation of City overhead costs, periodically examined by the State Auditor; or (ii) prohibit the imposition of a tax on the utility funds.

3.15 Duty to Avoid Interfering with City Manager's Role with Staff

Neither the Council nor any Councilmember shall interfere with the authority of the City Manager to appoint and remove any and all department heads, officers, and employees of the City (except Councilmembers), subject to the provisions of applicable law, rule, or civil service regulation. Nor shall the Council or any Councilmember give orders to any subordinate of the City Manager. (See RCW 35A.13.120).

3.16 Duty to Bargain in Good Faith with Collective Bargaining Representatives

Unions have a significant presence in Washington cities. Most city employees have the right to organize under state law and have joined state-wide unions or formed local associations. The city must negotiate labor contracts with these unions over wages, hours and working conditions.

In particular, most police departments are unionized. Except for very small cities, police unions have access to interest arbitration when an impasse in bargaining occurs. This can create a unique dynamic in police negotiations, given the potential for an outside arbitrator to make decisions regarding wages, benefits and contract language.

Certain City employees are represented by the American Federation of State, County & Municipal Employees (AFSCME) and police officers are represented by the Police Guild.

It is the policy of the City that it shall be the responsibility of the Council to set policy for collective bargaining, and the responsibility of the City Manager to engage in such collective bargaining.

3.17 Immunity and Indemnification of Officials For Individual Actions in Good Faith

An appointed or elected official or member of the governing body of a public agency is typically immune from civil liability for damages for any discretionary decision or failure to make a discretionary decision within his or her official capacity. Liability may attach to the public agency for the tortious conduct of its officials or members of the governing body. (See RCW 4.24.470(1))

To the extent official is entitled to immunity, it is because the official's actions were taken in good faith in the course of performing within the scope of the official's duties.

The City is insured through the Washington Cities Insurance Authority (WCIA). WCIA provides coverage for damage claims and/or lawsuits brought against the City and its officials. If a damage claim involves a covered claim against a City official, then WCIA will retain legal counsel to defend the City official and will generally pay any resulting judgment or settlement amount. Please note WCIA coverage is only available if the situation is the result of a City official acting within the scope of her or his official duties and is the matter not otherwise excluded from coverage through WCIA's compact with the City (i.e., hazardous waste claims are generally excluded from WCIA coverage).

Additionally, in the event that a damage claim and/or lawsuit is brought against a City official that is related to the performance or failure to perform his or her official duties and the matter is not covered through WCIA, the City may provide legal representation to defend the City official and may indemnify the City official if warranted. The City will not indemnify and defend a City official acting outside the scope of his or her official duties, or if the claim and/or lawsuit is based upon a dishonest, fraudulent, criminal, malicious, or other improper act.

Article 4: City Council – The Elected Governing Body

4.1 Council Meeting - Time and Location

Regular Meetings of the Council in the form of Business Meetings and/or Study Sessions shall be held on the dates and times as adopted by Council ordinance, unless cancelled or postponed in accordance with applicable State or local procedures. Special meetings may be called by the Mayor or by a majority of Councilmembers.

4.2 Council Meetings – Open to the Public

All meetings of the Council and of any Committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140.

4.3 Mayor and Mayor Pro Tem– Election

RCW 35A.13.030 requires that "biennially at the first meeting of the new Council the members thereof shall choose a chairman from among their members . . . [who] shall have the title of Mayor and shall preside at meetings of the Council".

RCW 35A.13.035 provides that "biennially at the first meeting of the new Council, or periodically, the members thereof, by majority vote, may designate one of their members as mayor pro tempore . . . to serve in the absence or temporary disability of the mayor"; and Mayor Pro Tempore ("Mayor Pro Tem").

4.3.1 Organizational Meeting

In December preceding the biennial seating of the new Council, City Council shall schedule a study session for the purpose of discussing the City Council function and operation, role of the City Mayor and Mayor Pro Tem, expectations of the Council for the City Mayor and Mayor Pro Tem, selection process of the City Mayor and Mayor Pro Tem, and the organizational activities which typically occur at the first biennial meeting of the new Council in January. The study session may be a regular or special meeting of the City Council. Notice shall be given as required by law and, in addition, all new Councilmembers elected at the previous general election shall be given individual notice of the meeting and shall be invited to attend.

4.3.2 Selection of Mayor and Mayor Pro Tem.

Biennially at the first meeting of the new Council, typically the first meeting in January, or as otherwise established by law, the Council shall select from among its members a Mayor and Mayor Pro Tem, as required by RCW 35A.13.030 and 35A.13.035, in accordance with the following procedures. The office of Mayor shall be selected first, followed by selection for the office of Mayor Pro Tem. Nomination, selection, and appointment shall be conducted in an open public meeting, *provided that* recesses to executive session may be called in accordance with RCW Chapter 42.30.

4.3.3 Nominations/Nomination Process

Candidates for Mayor or Mayor Pro Tem shall be nominated by a member of the Council. Nominations shall require a second to place the nominee in contention for selection. Voting shall occur as set forth in Section 4.3.4 below. If the Council is unable to select a Mayor or Mayor Pro Tem (as the case may be) after five ballots, or if on any ballot containing only two candidates one of the candidates withdraws his/her name from consideration before the vote on said ballot, nominations shall be reopened. If nominations are reopened, candidates that did not receive at least one vote during any of the preceding ballots must be nominated as set forth above. Nominations shall be reopened after every fifth ballot thereafter as needed. Any nominated candidate may withdraw from the selection process at any time except during an ongoing vote.

4.3.4 Voting

At the close of nominations for the respective office, the Clerk shall place the names of all nominated candidates in random order on a written ballot, shall designate the ballot as "Round #1, Ballot #1," and shall distribute the ballot to each Councilmember. The Council shall vote on the written ballot provided by the Clerk, each Councilmember casting one (1) vote for the candidate of his/her choosing (or writing "abstain" on the ballot). The ballot shall be signed by the Councilmember casting the vote and all ballots shall be collected by the Clerk and tabulated. The Clerk shall announce the names of each candidate, the number of votes received, and the Councilmembers voting for that candidate. If no candidate obtains at least four votes of the Council, the candidate(s) receiving the lowest number of votes shall be removed from the ballot, provided that at least two candidates shall move forward to the next ballot, and the Clerk shall prepare the next ballot, which shall contain the names of the remaining candidates and shall be designated as "Round #1, Ballot #2." The Council shall vote

on that ballot in the manner provided above. Ballot preparation and voting shall continue in that manner for five ballots or until one candidate receives at least four votes of the Council, whichever occurs first. If no candidate is elected after five ballots, nominations shall be reopened as set forth in Section 4.3.3 and voting shall continue as set forth above, the first ballot in the second round being designated "Round #2, Ballot #1." This process shall continue until a candidate receives at least four votes of the Council. All ballots from all rounds shall be retained by the Clerk as part of the record and shall be available for public inspection at the close of the meeting.

4.3.5 Election and Oath of Office

The candidate first receiving at least four votes cast by the Council shall, by that act, be elected as the Mayor or Mayor Pro Tem (as the case may be) of the City of Mill Creek, Washington for the term prescribed by law. The newly elected Mayor or Mayor Pro Tem (as the case may be) shall take the oath of office and be seated immediately to serve thereafter in their respective office for the City of Mill Creek.

Meetings of the Council shall be presided over by the Mayor, if present, or otherwise by the Mayor Pro Tem if one has been appointed, or (in the absence of both of them) by a member of the Council selected by a majority of the Councilmembers at such meeting. Serving as Chair of the meeting shall not in any way abridge the right of the Chair to vote on matters coming before the Council at such meeting.

In the event of the extended excused absence, disability or resignation of a Councilmember, the remaining members by majority vote may appoint a Councilmember pro tempore to serve during the absence or disability.

4.4 Quorum

As provided under State law, all meetings of the Council, four Councilmembers shall constitute a quorum for the transaction of business. A lesser number may adjourn from time to time, provided that written notice of said adjournment is posted on the exterior Council Chamber doors per RCW 42.30.090.

4.5 Respect and Decorum

It is the duty of the Chair and Councilmembers to maintain dignity and respect for their offices, City staff and the public. While the Council is in session, the Councilmembers shall preserve civility, order and decorum. No member of the public shall, by conversation or otherwise, delay, disrupt or interrupt the proceedings of the Council, nor disparage any person while speaking. Councilmembers and the public shall obey the proper orders of the Chair of the meeting.

4.5.1 Orderly Behavior and Civility in Remarks

Any person disrupting the business of the Council, either while addressing the Council or attending the proceedings, shall be asked to leave, or be removed from the meeting. Continued disruptions may result in a recess, forced removal or adjournment as described elsewhere in this manual.

4.5.2 Permission Required to Address the Council

Persons other than Councilmembers and Administration shall be permitted to address the Council only upon recognition and/or introduction by the Chair of the meeting.

4.5.3 Forms of address

The Mayor or Mayor Pro Tem shall be addressed at a formal meeting where he or she is presiding as “Mayor” or “Mayor Pro Tem”.

4.6 Telephonic Participation from a Remote Location

Requests, by a Councilmember, to participate remotely by telephonic connection in a *nonvoting* capacity shall be granted by the Council provided technical capability exists and adequate notice is given, and shall be at the Councilmember’s own expense, unless waived in a Council motion.

Such a remote participation by a Councilmember for *voting* purposes may be permitted in extraordinary circumstances upon a majority vote of the Council present at the meeting site, provided all documents and exhibits are clearly visible or readable for all participants and provided that the audio recording of the meeting allows the remote participant to be heard. The cost of such remote connectivity shall be paid by the Councilmember requesting remote connectivity, unless waived by vote of the Council. No such remote participation for voting purposes shall be allowed for public hearings or any quasi-judicial proceedings.

Examples of extraordinary circumstances would be: emergencies or illness, accident, unforeseen urgent out-of-town business, or similar circumstances.

4.7 Attendance; Excused Absences

A Councilmember may forfeit his/her office by failing to attend three consecutive regular meetings without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Mayor, Mayor Pro Tem, City Manager, or City Clerk prior to the meeting and state the reason for his/her inability to attend the meeting. During “Roll Call,” the Chair shall inform the Council of the member’s absence and state the reason for such absence. The Chair shall call for a motion to excuse the member. This motion shall be non-debatable. In such a case, the outcome of the vote shall determine whether the member shall be considered excused. (See RCW 35A.13.020 and RCW 35A.12.060.)

4.8 Filling Council Vacancies

If a vacancy occurs, the Council will follow the procedures provided in RCW 35A.13.020 and RCW 35A.12.050 in order to fill the vacancy with the most qualified person available until an election can be held. The Council will publish a notice of the vacancy, the procedure, and distribute the application form for soliciting candidates. The Council will draw up an application, which contains relevant information to answer set questions posed by the Council. The application forms will be used in conjunction with an interview of each candidate to aid the Council’s selection of the new Councilmember.

4.9 Continuity of Government Act

In the event that the executive head of any city or town is unavailable by reason of enemy attack to exercise the powers and discharge the duties of the office, the provisions of RCW 42.14.050 shall apply. The same policy shall be applied in the case of a natural or man-made disaster.

Article 5: Citizen Committees, Boards And Commissions

5.1 Approval of Appointees

5.1.1 Citizens on Standing Governing Bodies

All members of standing citizen committees, citizen boards and citizen commissions which are, or which may hereafter be, required by State law or City ordinance or resolution, shall be appointed by the Council.

5.1.2 Citizens on Temporary Governing Bodies

Any citizen members of any other committees – such as Ad Hoc Committees, Citizen Advisory Committees or Steering Committees – shall be appointed and approved in the manner described in this Manual. With regard to any appointments that would normally be subject to Council approval, the Council may choose to waive confirmation in the instrument creating said committee or group.

5.1.3 Removal

Members of any committee, board or commission which has been appointed by the Council, may be removed without cause by a majority vote of the Council unless otherwise provided for in the Code, ordinance or resolution that authorized creation of the committee, board or commission.

5.2 Establishment and Review of Citizen Governing Bodies That Are Temporary

Council-established governing bodies that are intended to be temporary -- such as Ad Hoc Committees or Citizen Advisory Committees – shall be commissioned for a time certain and provided with a clear task description and “sunset” provision. Such temporary committees shall be subject to review whenever a new Council is seated following elections, so as to determine whether the committee and its functions continue to be appropriate and necessary.

Other special ad hoc committees and Council liaisons for a particular purpose may be appointed by the Council, for a time certain along with a clear task description and "sunset" provision.

Citizen Committees, Commissions and Boards, liaisons and citizen advisory or taskforce groups should be given an opportunity to make a recommendation, when appropriate, on proposed ordinances, resolutions and motions within their area of responsibility or interest, before action is taken by the Council. The appropriate spokesperson may present the recommendation(s) during discussion of that business item on a Council agenda.

To the extent that the City Attorney has determined that a citizen committee, commission or board is a “governing body” that is subject to the State open meetings laws, no such body shall take votes for final action outside of a noticed open public meeting.

5.3 Relations with Boards, Commissions and Citizen Advisory Groups

Boards, commissions and citizen advisory bodies of the City shall provide the City with minutes, or a summary report of all meetings. Communications from such boards, commissions and advisory bodies shall be acknowledged by the Council. Any member of the Council may also bring such communication to the Chair’s attention under the agenda item “Reports – Boards and Commissions.” Should any member of the Council determine that such communication be officially answered by the Council, the Chair shall place the matter on the agenda under New Business for the current meeting or any subsequent meeting.

Article 6: City Administration

6.1 City Manager

The City Manager is the chief administrative officer of the City. The City Manager is appointed by and directly accountable to the Council for the execution of the Council’s legislative policy directives, and for the administration and management of City departments. The powers and duties of the City Manager are defined by State law and a variety of City ordinances. Such duties may be expanded or clarified by job description, resolution or Council directive (motion). Balanced with the City Manager’s accountability to the Council for policy execution is the need for the Council to allow the City Manager freedom to perform those duties and responsibilities in his/her day-to-day management. The City Manager makes appointments and removals of employees and may delegate such powers to department heads, provided, that nothing herein shall be construed to prohibit the Council, while in open session, from fully and freely discussing with the City Manager, anything pertaining to appointments and removals of City officers and employees and City affairs. (See RCW 35A.13.)

6.2 Role of the City Manager

The City Manager shall attend all meetings of the City Council, unless excused by the Chair or Council. The City Manager may recommend for adoption by the Council such measures as he/she may deem necessary or expedient, prepare and submit to the Council such reports or proposals as may be required by the body or as the City Manager deems advisable to submit; keep the Council fully advised as to the business and finances of the City; and when appropriate, shall take part in the Council’s discussion on all matters concerning the welfare of the City. In the event that the City Manager is unable to attend a Council meeting, the City Manager shall appoint a key staff member to attend the meeting as the representative of City Administration.

During Council meetings, the Chair should rely on the City Manager to introduce the administrative participation on agenda items and should offer opportunity for comment or recommendation of the City Manager before final vote on important matters.

6.3 Informal Communications Encouraged

Members of the Council are encouraged to interact informally and casually with City staff for the purpose of gathering information, obtaining progress reports on policies and programs or providing information to staff relevant to their Council office. Such informal contacts can serve to promote better understanding of specific City functions and problems. However, Councilmembers should be careful, in such interaction, to avoid giving direction or advice to members of City staff, which may conflict with the City Manager's directives. City staff should provide their supervisor with the same information shared with the Councilmember.

6.4 City Manager – Interference by Councilmembers

As provided by RCW 35A.13.120, neither the Council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the City Manager or any of his or her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager and neither the Council nor any committee or member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. The provisions of this section do not prohibit the Council, while in open session, from fully and freely discussing with the City Manager anything pertaining to appointments and removals of city officers and employees and city affairs.

6.5 Complaints to Councilmembers

When performance complaints are made by citizens about staff actions or non-action directly to an individual Councilmember or in a Council or committee meeting, the Council or Councilmember should then refer the matter directly to the City Manager for review and/or action. The individual Councilmember or the Council may request to be informed by the Administration of the action or response made to the complainant.

6.6 Administrative Complaints - "Best Practice"

Although citizens' direct access to elected officials is to be encouraged to help develop public policy, City Councilmembers should not develop a "personal intervention" pattern in minor calls for service or administrative appeals which may actually delay a timely customer service response. The best policy is to get the citizen into direct contact with the appropriate department or the City Manager, unless an unsatisfactory result has occurred.

6.7 City Clerk - Minutes - Public Information Access

The City Clerk shall adhere to the requirements of State law, and shall be the ex-officio Clerk-of-the-Council. The City Clerk shall keep minutes as required by law, and shall perform such other duties in the meeting as may be required by the Council, Chair or City Manager. In the absence of the City Clerk, the City Clerk shall appoint a replacement to act as Clerk-of-the-Council. The Clerk-of-the-Council shall keep minutes which identify the general discussion of the issue and complete detail of the official action or consensus reached, if any. The City Clerk shall make an audio recording of the proceedings of all public hearings, regular business meetings, study sessions and workshops, and quasi-judicial proceedings. The Clerk shall keep, and make available, an agenda and date for each audio recording, which will facilitate location of the recorded proceedings. The audio recordings shall be posted publicly on the City website.

6.8 City Staff – Attendance at Meetings

Attendance at meetings by City staff shall be at the discretion of the City Manager. It is the intent of the Council that the City Manager schedule adequate administrative support for the business at hand but also to protect the productive capability of department heads. When sound system or other monitoring capabilities exist, the City Manager may allow personnel to utilize time in their offices or other areas while waiting for the item of business for which appearance before the Council is required.

6.9 Administrative Presentations and Briefings

In order to enhance public understanding of complex issues being presented, City Administration is encouraged to include the use of visual communication tools whenever possible, such as:

- Overhead projection summaries or PowerPoint bullet points;
- Flow charts or box diagrams to illustrate complex organizations, sequences or systems;
- Bullet point or summary handouts for the public and the press, when appropriate;
- Slide projector or video-cam clips to show actual situations or settings;
- Large maps to help pinpoint specific locations or parcels;
- Use of color to highlight important elements;
- White board for illustration; and/or
- Configuring the room/display so as to allow the public to follow and understand issues.

Article 7: Preparation for Council Meetings**7.1 Council Meeting Agendas**

The City Manager, and in consultation with the Mayor/Mayor Pro Tem, shall arrange a list of proposed matters deemed ready for Council consideration. Copies of the “proposed agenda” shall be posted on the City website at least 24 hours prior to the Council meeting and shall be subject to the notice provisions stated in the City Code.

Requests for presentations to be scheduled on the formal agenda imply that the presentation is an official business consideration of the City. The Council shall rule on whether or not a graphic presentation, video or other audio-visual presentation by non-City personnel is appropriate to be presented at the meeting.

The Council, or the City Manager may propose a new item for the agenda at a meeting when circumstances require, except that items may not be added to a Special Meeting agenda.

7.2 Consent Agenda

The City Clerk or City Manager, or Council, may place matters on the consent agenda which:

- have been previously discussed by the Council; or

- based on the information delivered to members of the Council by Administration, can be reviewed by a Councilmember without further explanation;
- are so routine, technical or "housekeeping" in nature, that passage without discussion is likely; or
- are otherwise deemed in the best interest of the City

7.3 Study Session Procedure

During a Council Study Session or Workshop, the discussion leader introduced by the Chair should:

- Introduce the subject and give background information;
- Identify the discussion goal;
- Keep the discussion focused toward the goal; and
- Recommend appropriate action to the Council.

The Chair shall retain the option of assuming the function of the discussion leader at any time in order to keep the discussion properly focused. The City Clerk shall keep notes of the discussion subjects with special attention to Council consensus or administrative direction which may need more formal action in a later meeting (i.e. agenda, future budget changes, etc).

7.4 Process for Preparing Legislation or Policies for Adoption

7.4.1 Draft Documents

Prior to consideration or final passage of all Ordinances, Resolutions or pre-written Motions , draft documents or proposals shall be designated as drafts.

7.4.2 Preparation of Ordinances and Resolutions

The procedures for ordinances and resolutions are as follows:

(a) Proposing an Ordinance or Resolution

A Councilmember may, in open session, request of the Council to study the wisdom of enacting an ordinance/resolution. The Council then may assign the development of the proposed ordinance/resolution to the staff, an Ad Hoc Committee, an Advisory Committee or the Council for consideration. The committee or staff shall report its findings to the Council. The City Manager, the City Attorney, or any of the citizen boards, committees or commissions may propose that Council consider an ordinance or resolution.

(b) Ordinance and Resolution Review

Council will discuss the merits of the proposed ordinance/resolution in open session. Council shall decide whether to amend the ordinance/resolution, direct staff to further

review the ordinance/resolution, or approve placing the ordinance/resolution in the business session of the meeting for enactment as an enforceable city law or policy. The Council may invoke a two (2) reading procedure, to facilitate public understanding and/or opportunity to comment on the ordinance/resolution. Not later than the date of the meeting at which the reading occurs, the full text of the draft ordinance/resolution shall be posted on the City website. A printed copy of the ordinance shall be made available by the City upon request by a member of the public.

(c) **Repealer**

Any ordinance repealing any portion of the Municipal Code shall also repeal the respective portions of the original ordinance(s). Ordinances repealing earlier ordinances shall not apply to acts, incidents, transactions or decisions occurring before such repeal.

7.5 Council Packets

Councilmembers shall personally pick up their agenda packets from their individual mailboxes, provided by the City Clerk, unless otherwise arranged by the member or further directed by Council. Councilmembers and affected staff should read the agenda material and ask clarification questions prior to the Council meeting, when possible.

Article 8: Rules Of Order For Council Meetings

8.1 Parliamentary Procedure

Council meetings are conducted under the current edition of Roberts Rules of Order (RRO). A short form of RRO was adopted by Resolution 1 of the Council. For convenience, the Council typically conducts its business using Resolution 1, but will substitute the official RRO when Council agrees to do so on any particular matter pending. In the event of any conflict between those procedural rules and provisions of this Governance Manual, Resolution 1 will take precedence, followed by RRO.

8.2 Motions and Discussion

Affirmative motions are preferred to prevent "approval by default" of a failed negative motion. All items of business placed before the Council that require the expenditure of funds or resources and changes in land use shall be in the form of an affirmative motion.

8.3 Voting

The votes during all meetings of the Council shall be transacted as follows:

- Council votes will be taken by voice. Roll call votes are allowed pursuant to Resolution 1 and RRO. Written ballots will not generally be used, but if they are appropriate (i.e., biennial election of the Mayor), they must be signed, collected by the City Clerk, tabulated, and the results announced immediately as to each vote and the cumulative total.

- When there is a tie vote, the motion fails, absent specially adopted rules of procedure.
- All Councilmembers present for a vote must vote or abstain. Any councilmember abstaining from voting, at the time of declaring their abstention, shall state the reason.

8.4 Dissents and Protests

Any Councilmember shall have the right to express dissent from or protest, orally or in writing, against any Motion, Resolution or Ordinance of the Council and have the reason therefore entered or retained in the minutes.

8.5 Complaints and Suggestions to Council

When citizen complaints or suggestions, not on the agenda, are brought before the Council at a meeting, the Chair may, if circumstances warrant it, attempt to direct the citizen matter to an appropriate channel for resolution. In such a case, the Chair shall, in consultation with the City Manager, first determine whether the issue is legislative or administrative in nature and then:

- If legislative, the Chair may refer the matter to the Council or City Manager for consideration and report, as appropriate.
- If administrative, the Chair should refer the matter to the City Manager for consideration and report, as appropriate.

8.6 Prior Permission Required for Certain Elaborate Presentations

The Council will determine the nature, length and format of any presentation. Presentations will not be allowed to disrupt the meeting or the public's view. If special or technical accommodations are needed, advance permission and arrangements are needed.

8.7 Conduct of Business Meetings

The Chair may, during a Council meeting, rearrange items on the agenda to conduct the Council's business more expeditiously. Business Meetings of the Council may generally include many or most of the following agenda elements, which need not occur in the order stated below (see Section 2.3 and Article 7).

Examples of meeting agenda elements include:

- **Executive Session**

The Council may hold an executive session at any time in accordance with RCW Chapter 42.30. No final action may be taken during an executive session. Councilmembers and others attending the executive session shall maintain the confidentiality of all information presented and discussions had in the executive session.

- **Summary Reports**

Short summary reports may be presented near the beginning of the meeting. Short summary reports may, for example, be presented by the Chair, the City Manager, or the chair of an Ad Hoc Committee or Steering Group.

- **Public Comment Period or Public Hearing**

The routine public comment period at a Business Meeting is conducted as described in Section 8.10 below. By contrast, a public hearing is governed by different rules of procedure than a public comment period, and may either be (a) a quasi-judicial matter, (b) an opportunity for public comments to be heard and recorded on a legislative matter, or (c) whenever the Council desires or directs a public hearing to be held. Special opportunities for public comment apply to a public hearing (see Section 8.11 below), and special rules and procedures apply to a quasi-judicial hearing (see Section 8.12 below).

- **Consent Agenda**

The proper Council motion on the consent agenda is as follows: *"I move adoption of the consent agenda"*. This motion shall have the effect of moving to adopt all items on the consent agenda. Any member of the Council shall have the right to remove ("pull") any item from the consent agenda. Therefore, prior to the vote on the motion to adopt the consent agenda, the Chair shall inquire if any Councilmember wishes an item to be "pulled" from the consent agenda. If any matter is pulled, the Chair shall entertain discussion and a motion on any pulled item after the vote on the passage of the unpulled items of the consent agenda.

- **Discussion of Matters for Future Meetings**

The purpose of such a discussion is to offer Councilmembers to express preferences regarding the setting of the agenda for a future Council meeting, subject to the prerogatives of the agenda-setting process described in Section 7.1.

8.8 Conduct of Study Sessions

Regular or Special Meetings of the Council, or portions thereof, may be designated as Study Sessions. The definition and the basic rules for Study Sessions are stated in Section 2.3.4, and Article 7.

A Study Session may consist of any or all of the following elements:

- (a) **Audience Communication Period**
In general, because a Study Session is more informal and more interactive than a Business Meeting, the Council may have greater latitude to seek public comment on a particular issue being discussed. Therefore, the Council may invite public comment and dialog from time to time during the Study Session. In general, public comment shall be sought solely or primarily on matters on the Study Session agenda.
- (b) **Vetting of Agenda Items:**
This element of a Study Session involves a vetting and review of agenda items that are expected to appear for Council action on the agenda of future Council meetings. This

element of the Study Session may include: review of clarity and completeness of issues presented; discussion of the merits of the proposal; and a procedural vote to determine whether the agenda item shall be advanced to an ensuing Business Meeting of the Council.

- (c) Referral to Committee, Steering Group or Further Public Process
At a Study Session, the Council may choose to refer an issue to an Ad Hoc Committee or Steering Group, or schedule a Public Forum, before the issue returns to a future agenda.

8.9 Workshops

The purpose of a Workshop (i.e., a single-topic Study Session) is to allow Councilmembers to do concentrated preliminary work with Administration or the public on a single subject (i.e., budget, complex legislation or reports, etc.). Workshops shall be in a less formal setting, but shall not discourage public observation. Public comment is not normally allowed at Workshops although the Council may allow, or request, participation in the same manner as other Council Study Sessions. The definition and the basic rules for Study Sessions are stated in Section 2.3.5, and Article 7.

8.10 Procedures for Public Comment at Business Meetings

8.10.1 In General

The City Council desires to allow a maximum opportunity for public comment at various public forums and meetings. However, at a Business Meeting, the business of the City must proceed in an orderly, timely manner, and in that setting, the open Public Comment period is generally limited in overall time on the agenda, and is further limited in the amount of time per speaker (3 minutes, or such lesser time determined by the Council if a large number of individuals wish to speak). At any time, the Council Chair may set such further limitations as are necessary to progress through the agenda and/or to prevent disruption of other necessary business.

The City will utilize a sign-in procedure for public comments, but, if time permits, the Chair may also invite comments from individuals who failed to sign in. The Chair may require a member of the public to state their name, address, and the subject of their comments.

These rules are intended to promote an orderly system of holding a public meeting, to give persons opportunity to be heard and to create an environment in which no individuals are embarrassed or uncomfortable.

8.10.2 Subjects – Whether or Not on the Current Agenda

Public comments received during the public comment period may be on any public topic, whether or not on the agenda. A comment on the subject that is covered by a public hearing at that meeting must be made during the period of the public hearing. Comments about other items on the agenda may be made during the public comment period or, if approved by the Council, during the Council discussion or action on the agenda item.

8.10.3 Use of Microphones

Comments shall be made directly into the microphone, as it is necessary for the public record and for the audience to hear all proceedings. No comments shall be made from any other location.

8.10.4 Civility

Attendees at Council meetings shall conduct themselves with civility, deal courteously with all who participate in the proceedings, and recognize the authority of the Chair. There will be no demonstrations during, or at the conclusion of, any person's presentation. Disruptive behavior will be cause for removal from the Council chambers and/or City Hall.

8.10.5 Council May Overrule the Chair

Any ruling by the Chair relative to the conduct of the public comment period may be overruled by a vote of a majority of Councilmembers present.

8.11 Public Hearings – In General

8.11.1 Sign in Procedure

Prior to the start of the public hearing, the Chair may require that all persons wishing to be heard sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing, persons who have signed in and wish to be heard shall be given an opportunity to be heard.

8.11.2 Time Limits

The Chair will establish speaker time limits and otherwise control presentations to avoid repetition in accordance with these rules. The Chair may change the order of speakers so that testimony is heard in the most logical groupings, (i.e., proponents, opponents, adjacent owners, vested interests, etc.).

8.11.3 Other Rules

The rules applicable to a Public Comment period under Section 8.12 shall likewise apply to legislative public hearings.

8.12 Council Quasi-Judicial Hearings

Quasi-judicial hearings and actions of the Council are those proceedings which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions or hearings do not include the hearings pertaining to legislative actions adopting, amending, or revising a general governmental policy or ordinance, or a comprehensive, or community plan or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

8.12.1 Appearance of Fairness Doctrine Applies to Quasi-Judicial Actions

If a proceeding is quasi-judicial, the “appearance of fairness doctrine” under Washington state law is generally applicable. See RCW 42.36.010 and Section 3.6.4 of this Manual. If a proceeding contains both legislative and adjudicative functions, it is recommended that the Council consult with the City Attorney.

8.12.2 Obligations of Councilmembers in Quasi-Judicial Proceeding

In the event of a quasi-judicial proceeding of the Council, a Councilmember should immediately disclose any interests that may appear to constitute a conflict of interest. Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve a Councilmember’s business associate, or a member of the Councilmember’s immediate family. It could involve *ex parte communications* (that is, communications with one party to the quasi-judicial matter without notice to or argument from the other party). Or it could involve ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember’s employer with the proponents or opponents, announced predisposition, and the like. Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether an actual or potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Councilmember should consult with the City Attorney.

Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is known or made known, or reasonably should have been known or made known. Upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state, with specificity, the basis for disqualification.

In the case of the Council sitting as a quasi-judicial body, the Chair shall have authority to request a Councilmember to disclose and excuse him/herself on the basis of an Appearance of Fairness violation. Further, if a Councilmember believes that an Appearance of Fairness violation exists, such individual may move to request a Councilmember to excuse him/herself on the basis of an Appearance of Fairness violation. Any Councilmember may seek the opinion of the City Attorney on the matter or call for an executive session as permitted by law.

8.12.3 Avoid Ex Parte Communications with Quasi-Judicial Parties

During the pendency of any quasi-judicial proceeding, no Councilmember may engage in *ex parte* communications with proponents or opponents about the pending proceeding. In the event of an *ex parte* contact, the affected Councilmember should consult with the City Attorney and review the Appearance of Fairness Doctrine requirements for disclosure of such contact. Generally, the Appearance of Fairness Doctrine does not prohibit a Councilmember from discussing unrelated matters with their constituents.

Article 9: Use Of This Manual and Its Rules**9.1 Purpose**

This manual, and its governance policies and rules of procedure, are designed to provide guidance for the Council and City Administration. They are not to be considered restrictions or expansions of Council authority. These rules have been prepared from review of many statutes, ordinances, court cases and other sources but they are not intended to be an amendment or substitute for those statutes, ordinances, court decisions or other authority.

9.2 Use of Rules by Council

No action taken by a Councilmember or by the Council which is not in compliance with these rules, but which is otherwise lawful, shall invalidate such Councilmember's or Council action or be deemed a violation of oath of office, misfeasance or malfeasance. No authority other than the Council may enforce these rules or rely on these rules. References to other documents or laws included herein does not signify the intent to incorporate such documents in their entirety. Failure of the Council to follow any of these rules shall be considered a Council decision to waive such rule. No notice of such waiver need be given.

9.3 Public Use or Reliance Not Intended

Because these rules are designed to assist the Council and not to provide substantive rules affecting constituents, it is expressly stated that these rules do not constitute land use regulations, official controls, "appearance of fairness rules", public hearing rules or other substantive rules binding upon or to be used by or relied upon by members of the public. These rules do not amend statutory or other regulatory (such as ordinance) requirements.

9.4 Amendments or Suspension of Portions of this Manual

Amendments of all or any part of these rules may be made by resolution or temporarily suspended by motion until changed, provided there is no conflict with any superior statute.

Exhibit A: Resolution 1

**[RETIPTED WITHOUT EDITS OR CORRECTION]
[May 5, 2011]**

RESOLUTION NO. 1

A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON,
ADOPTING RULES OF PROCEDURE FOR CONDUCT OF COUNCIL
MEETINGS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL
CREEK, WASHINGTON, that the Rules of Procedure attached hereto, identified as Exhibit A
and incorporated in full by this reference are hereby adopted as the Rules of Procedure for all
meetings of the City Council of the City of Mill Creek, Washington. The Rules of Procedure for
the Conduct of Public Hearings, attached hereto and identified as Exhibit B, are hereby adopted
as the Rules of Procedure for all public hearings before the City Council of the City of Mill
Creek, Washington.

RESOLVED this 4th day of October, 1983.

APPROVED:

_____ [Sid Hansen] _____
MAYOR

ATTEST/AUTHENTICATED:

_____ [Michele Schutz] _____
CITY CLERK

FILED WITH THE CITY CLERK:10-4-83
PASSED BY THE CITY COUNCIL:10-4-83
RESOLUTION NO. 1

681052.1/014455.00001

EXHIBIT A

A. GENERAL RULES OF PROCEDURE.

1. Obtaining floor. Before a member can make a motion or address the body upon any question, it is necessary that he obtain the floor by being recognized by the chairman. If two or more members shall request the floor at the same time the chairman shall recognize the first member requesting recognition.

2. Second. When a member obtains the floor and makes a motion, that is in order, the chair should immediately inquire if the motion is seconded; if seconded the maker of the motion should then be regarded as having the refusal of the floor in preference to all other members.

3. Modification of motion. Before any subject is open to debate it is necessary, first, that a motion be made by a member who has the floor; second, that it be seconded; and third, that it be stated by the chairman. This does not prevent suggestions of alterations, before the question is stated by the chairman. The chairman may consult the members before stating the question to clarify the motion. The member who offers the motion, until it has been stated by the chairman, can modify his motion, or withdraw it entirely; after it is stated he can do neither, without the consent of the body (majority). For example, the mover may state, "With the consent of the body I will notify my motion to state as follows, * * *" If no one objects it shall be deemed that he has the consent of the body to modify his motion. When the mover modifies his motion, the one who seconds it can withdraw his second.

681052.1/014455.00001

4. Stating the question. After a question has been stated by the chairman, it is in the possession of the body for debate; the mover cannot withdraw or modify it except by obtaining leave from the body as just described, or by moving an amendment.

5. Withdrawal or substitution of motion. When a question is before the body and the mover wishes to withdraw or modify it, or substitute a different one in its place, with consent of the body, the chairman shall grant permission; if any objection is made, it will be necessary to obtain leave to withdraw by a motion for that purpose. This motion cannot be debated or amended. When a motion is withdrawn, the effect is the same as if it had never been made.

6. Abstention from voting. Any member may abstain from voting on any question, provided, at the time of declaring his abstention he shall state the reason.

7. Standing to question procedures. These rules shall govern the parliamentary procedures of the members and by the members only. Procedures may be questioned only by members of the body, and then only in accordance with these rules. The decision of the chair will be final and conclusive as to all, subject only to a motion by a member of the body, duly and timely made, in which case the ruling of the body shall be final and conclusive. Nothing in these rules will be construed to prevent the chairman or a member from requesting aid in the interpretation of these rules or other matters from the City staff or officials.

8. Precedence. Motions having precedence on those that may be made while another motion is pending.

9. To yield. Motions yield when they are pending and another matter can be considered while the yielding motion still pends.

EXHIBIT A

-2-

681052.1/014455.00001

10. Applied. Where a motion can have no subordinate motion applied to it, the fact is stated. For example, the motion to continue may not be applied to the motion to lay on the table.

11. Debate. Debate shall not take place until the chair has stated the question. Debate shall be limited to the immediately pending question, except that the main question is also open when the following motions are pending; postpone indefinitely, or reconsider a debatable question.

12. Putting the question. When the debate appears to have closed the chair will ask, "Are you ready for the question?" If no one asks for the floor he shall put the question to vote, making it clear what the question is.

13. Majority. A majority of those present shall constitute a majority of the body assuming a quorum is present. The chairman may vote as any other member and may make or second motions.

B. **SPECIFIC RULES OF PROCEDURE.** The following motions are permissible in considering any matter on the agenda, and unless otherwise specified shall rank in precedence and application as set forth numerically below.

1. **UNDEBATABLE MOTIONS.**

a. Question of order and appeal. A question of order takes precedence of the question giving rise to it, may be put when another member has the floor, needs no second, and must be decided by the chairman without debate. If a member objects he may appeal, which if seconded, will immediately be put to the body. An appeal is waived if not made immediately. On appeal the decision of the chair is sustained on a tie vote.

EXHIBIT A

-3-

681052.1/014455.00001

b. Suspension of rules. This motion may not be amended, nor another motion be applied for it, nor a vote on it reconsidered. Rules of the body may not be suspended except for a definite and specific purpose and by a vote of one more than a majority present. Nothing else may be done under the suspension. It may not be renewed at the same meeting if once defeated. It shall be in order to change the order of the agenda. No rule can be suspended when the negative vote is as large as the minority protected by that rule.

c. To lay on the table. This motion may not be used for purposes of continuance of a matter which has been specially called for public hearing, which is done by a motion to continue. It may not be amended nor an affirmative vote on it be reconsidered.

If carried the subject tabled may not be considered again until the body votes to take it from the table, which motion is also undebatable.

The object of the motion is to postpone the subject in such a manner that it can be taken up at any time, either at the same or some future meeting. It may be used to suppress a question for that meeting, but not for a matter for which a public meeting has been specially set. The effect of the motion is to place on the table everything that adheres to the subject, so that if an amendment be ordered to lie on the table, the subject which it is proposed to amend is also tabled. However, it may be limited to the particular pending matter and if so adopted the remaining matters shall still be before the body.

EXHIBIT A

-4-

681052.1/014455.00001

After demand for the previous question up to the time of taking final action under it, it is in order to move that the main question be laid on the table. Passage requires the vote of one more than a majority of the members present.

d. The previous question. This motion is not amendable and applies to any debatable question, but is not debatable itself. It requires the vote of one more than a majority of the members present for its adoption. When called, and seconded, the chair shall immediately put the question. If the motion fails to carry by a majority plus one of the members present, the debate will continue as if the motion had not been made. If adopted the chair shall immediately bring the body to vote upon the pending question.

If applied to an amendment to a pending question it brings to a vote not only the motion to amend but also the question to be amended. However, the motion for the previous question may be limited to the pending amendment, and, if adopted, debate will be closed only to the motion to amend.

It shall be proper for a member to submit a motion and at the same time move the previous question thereon and thus cut-off debate on the motion. In this case the chair shall first put the motion for previous question to vote.

2. DEBATABLE MOTIONS.

a. Continue to a certain day. This motion yields to all undebatable motions, and take precedence of all other debatable motions, except that it may be amended by altering the time, and the previous question can be applied to it without affecting any other motions pending.

EXHIBIT A

-5-

681052.1/014455.00001

b. To commit or refer. This motion is to commit or refer a matter to a committee. It can be amended by altering the committee, or giving the committee instructions. The debate on the motion opens the debate on the main question it is proposed to commit.

c. To amend. This motion takes precedence over nothing but the question to which it is proposed to amend and yields to all questions except to postpone indefinitely. It can be applied to all but undebatable questions, an amendment of an amendment, to postpone indefinitely or to reconsider. It can be amended itself, but an amendment of an amendment cannot be amended.

An amendment may be inconsistent with the one already adopted, or may be directly in conflict with the spirit of the original motion, but it must have a direct bearing upon the subject of that motion. A motion to amend by inserting new words once past, may not be the subject matter of a new amendment to change the same words. The proper motion is the motion to reconsider the vote by which the words were inserted.

A motion to amend may be made to "divide the question" into two or more questions as the mover specifies, so as to get a separate vote on any particular point or points.

d. To postpone indefinitely. This motion takes precedence of nothing except the question to which it is applied and yields to all motions except to amend. It cannot be amended, and opens to debate the entire question which it is proposed to postpone.

EXHIBIT A

-6-

681052.1/014455.00001

Its effect is to entirely remove the question from the body for that session. The previous question, if ordered when this motion is pending, applies only to it without affecting the main question.

It cannot be applied to a matter that has been specially set for public hearing. A negative vote on it cannot be reconsidered.

e. Principal question. The main or principal question is a motion to bring before the body for its consideration any particular subject. No principal motion can be made when any other motion is before the body. It takes precedence over nothing and yields to all.

C. MISCELLANEOUS MOTIONS.

1. To rescind. This motion cannot be made for a matter that has been voted upon for which a matter has been specially called for public hearing. However, for other matters to which it is appropriately addressed, as where it is too late to reconsider the vote, the motion is the course to pursue to rescind an objectionable policy, order or motion; it is debatable.

2. To reconsider. This motion is not in order after the body has voted upon the principal question which is the subject matter of a specially called public hearing unless made immediately after thereon and before any member of the public has left the public hearing. It is otherwise in order at any time, even when another member has the floor, but not after that session has adjourned.

It must be made by a member who voted with the prevailing side. It can be applied to the vote of every other question, except as noted above, and except to suspend the rules and an affirmative vote to lay on the table or to take from the table.

EXHIBIT A

-7-

681052.1/014455.00001

The motion may not be amended. Whether or not it is debatable depends upon whether the question to be reconsidered is debatable or undebatable. It may be laid on the table, in which case, the reconsideration, like any other question, can be taken from the table.

3. Roll call. Any member may demand a roll call vote any time before or after any question is put. The demand needs no second and the chairman must ask for a roll call vote on demand. It is not debatable and may be applied to any question. It is waived if after the vote it is not immediately made and prior to the next matter being considered.

EXHIBIT A

-8-

681052.1/014455.00001

SUGGESTED FORMS

1. UNDEBATABLE MOTIONS

a. Question of order

Member: "I raise a point of order."

Chair: "State your point of order."

Member: States his point of order

Chair: Ruling by the chairman, who may give reasons.

Member: "I appeal from the decision of the chair."

Chair: (If seconded) "Shall the decision of the chair stand as the decision of the body?"

b. Suspension of rules (majority plus one)

Member: "I move to suspend the rules requiring . . ."

c. To lay on table (majority plus one)

Member: "I move to lay the question (stating it) on the table."

Member: "I move to take the question (stating it) from the table."

d. Previous question (majority plus one)

Member: "I call (demand or move) for the previous question."

Chair: (If seconded) "Shall the main question be now put?"

Member: "I call for the previous question on the amendment."

Chair: (If seconded) "Shall the question be now put on the amendment?"

EXHIBIT A

681052.1/014455.00001

2. DEBATABLE MOTIONS

a. Continue to a certain day (majority)

Member: "I move to continue the question of (stating it) to the next regular [or recessed] meeting of (date).

NOTE: (1) Zoning matters must be decided and reported by the planning commission within 90 days of the application.
(2) Plats and subdivisions must be approved, disapproved or returned to applicant for modification or correction within 60 days from date of filing, unless applicant files written consent for longer period in which to act.

b. To commit or refer (majority)

Member: "I move to refer the subject to a committee."

c. To amend (majority)

Member: "I move to amend the motion to 'add', or 'insert', to 'strike', to 'strike out _____ and insert _____', to 'divide the question' (into two or more questions), etc."

d. To postpone indefinitely (majority)

Member: "I move to postpone the question indefinitely."

e. Principal question (majority)

Member: "I move that . . .

[CP, ZO, R] ". . . we recommend by resolution to the city council that CP-123 be approved, denied, etc., for the following reasons: _____, _____, _____"

[P, S] ". . . we find that P-123 makes appropriate provision for public dedication and improvements and that the public

EXHIBIT A

-2-

681052.1/014455.00001

use and interest will be served by its approval, and that we approve the same subject to the listed engineering requirements (and dedications within 90 days)."

3. MISCELLANEOUS MOTIONS.

a. To rescind (majority)

Member: "I move to rescind that motion, policy, etc."

b. To reconsider (majority)

Member: "Having voted on the prevailing side, I move that we reconsider the vote on the motion to (stating it) and have such motion entered on the record."

c. Roll call (any member)

Member: "I demand a roll call vote." No second needed.

Chairman: "The secretary will please call the roll."

EXHIBIT A

-3-

681052.1/014455.00001

	Main question open for debate	Need not be seconded	Majority	Majority plus one	Cannot be amended	Cannot be reconsidered	Cannot be made on specially set hearings
1. UNDEBATABLE							
a. Question of Order		*					
– Appeal			*				
b. Suspension of Rules				*		*	
c. Lay on Table				*		A.V.	*
d. Previous Question				*			
2. DEBATABLE							
a. Continue to Certain Day			*				
b. Commit or Refer	*		*				*
c. Amend			*				
d. Postpone Indefinitely	*			*		N.V.	*
e. Principle Question			*				
3. MISCELLANEOUS							
a. Rescind			*				*
b. Reconsider	*		*		*		*
c. Roll Call		*					

EXHIBIT A

681052.1/014455.00001

EXHIBIT B

RULES OF PROCEDURE FOR THE CONDUCT OF
PUBLIC HEARINGS

The format for public hearings conducted by the City Council should be as follows:

1. A request to have the City Attorney or staff member read or otherwise paraphrase the scope of the particular hearing (the purpose of the hearing) and advise the Council of the applicable criteria that they must consider in the course of their review. The purpose of this is to advise the Council before they receive all of the input and testimony as to what items they should be looking at and paying the most attention to during the course of the ensuing hearing.
2. The hearing should be commenced with a staff report to the City Council together with the staff's recommendation.
3. The Council should direct any questions they have at that time to the staff.
4. The hearing should be open to permit the applicant to make a presentation to the body hearing the matter.
5. Questions from the body should be directed to the applicant.
6. The hearing should be opened to the audience as a whole preferably a sign up list should have been circulated. If a sign up list has been circulated you then have an indication of the number of persons desiring to speak which may be weighed against the amount of time available that evening for the public hearing. The City of Bothell utilizes a method of allocating a stated amount of time to the hearing and giving each person who has signed up an equal amount of time to speak. Frequently, persons who have signed up waive their opportunity to speak which leaves time to be further allocated to those who wish additional time. If the time allocated for the hearing is exhausted the hearing can then be continued to another date if such is

681052.1/014455.00001

necessary. The sign up list also provides a backup list for the Clerk who is having to take the minutes for the name and address of the speaker. In addition, it provides an orderly process for the calling of speakers. It also assures that each person is given an opportunity to speak before those who have already spoken are given an additional opportunity to speak.

7. Each person speaking whether it be the applicant or a member of the audience should be required to come to the podium that is tied into the recording machine and before giving their position should, for the record, state their full name and their residence address. At the time all of the names on the list have been called and have either waived the opportunity to speak or have spoken you may then ask if there are any other persons who desire to speak that have not yet had the opportunity to speak and who had not signed on the list. If there are any then those persons should be allocated the same amount of time if there is such time remaining.

8. When all who desire to speak have had an opportunity to speak then, in the event there is hearing time remaining, and in the event there are those who have already spoken that have something additional in the way of input then additional time may be allocated to them.

9. If at the conclusion of the time allocated for the hearing there are still persons desiring to speak that have additional input and information then the hearing time may either be extended or may be continued to a date certain in the future.

10. As photographs, maps, slides, letters, invoices, memorandums, petitions or any other documents of any nature are presented to the Council in connection with the hearing each one should be identified at the time it is presented and an exhibit number assigned to it. The Clerk should maintain an exhibit number list and ascribe the exhibit number on the face of the particular exhibit and note the date of submission on it.

EXHIBIT B

681052.1/014455.00001

-2-

11. Councilmembers should in every instance first be recognized by the Chairman before asking questions or providing other input. The purpose of this is for the Chair to specifically recognize the Councilmember about to speak by name so that the record accurately reflects who is speaking at the time.

12. Each person who speaks a second time or who responds to a question should come to the podium on each occasion and again re-identify themselves by the giving of their name. The giving of the address the second time is not necessary.

13. Any questions that any Councilmember has of any member of the audience or of the applicant should be addressed to those person or persons prior to the closing of the hearing. Once the hearing is closed no additional testimony may be taken and the Council will be limited to questions of clarification to the staff only.

14. Councilmembers should avoid whispered conversation between themselves during the course of the hearing. These conversations are semi-intelligible on the tape recording and may jeopardize the record since there then is obviously evidence or part of the record that cannot be ascertained as to what was said should the case be on review. When the public has completed their input the applicant or appellant or their designated representative should be given a brief opportunity for rebuttal. Upon conclusion of the rebuttal if there are no more questions for any member of the audience or the applicant the hearing should be closed.

15. It should also be noted that proponents or opponents do have a right of examination of persons who have given testimony at the hearing. However, these questions should in every instance be directed through the Chairman of the meeting and not directly to the person whose response is being elicited. For example, the person would request that the Chairman ask person X for an answer to a given question. The Chairman would direct that

EXHIBIT B

-3-

681052.1/014455.00001

person to come to the podium, identify himself and give a response. At the conclusion of that response any additional questions from that person or other persons should be handled in the same manner. That is one question at a time, each question always channeled through the Chairman to the person whose response is being elicited.

16. At the conclusion of the hearing the Council should commence their deliberations. Obviously it is preferable that the deliberations be completed on the night of the hearing. This, however, is not mandatory and the Council's deliberations may be continued to a date certain in the future. Continuance should be avoided at all costs if it can be.

17. During the course of deliberation and discussion the pros and cons of the project or appeal should be thoroughly and completely discussed particularly as they relate to the criteria to be applied in the particular matter.

18. Any motion for action should as fully and completely as possible include a statement of conclusion or factual findings that are forming the basis for the motion. For example, Mr. Chairman after a review of the file and having heard the testimony from the hearing and having visited the site or otherwise being familiar with the particular site I find that the proposed whatever satisfies the criteria or does not satisfy the criteria for the following reasons (list them 1, 2, 3, 4, 5, etc.). It would not hurt to actually draft these out in advance of making any motion. At the conclusion of this statement of findings and conclusions then the person should say "for the foregoing reason(s) I move that the application or appeal be approved, denied or modified in whatever respect it should be so modified." Assuming the motion is seconded discussion should then ensue. The Chairman may call upon each member to state their reasons for or against the particular motion. At the conclusion of that the Chairman should then call for a vote upon the motion.

EXHIBIT B

-4-

681052.1/014455.00001

19. At the conclusion of the taking of the vote and the announcement of the decision the Chairman should at that time advise the audience on the record what the appropriate appeal process is. This can be done either by the Chairman himself or by the Chairman directing such an inquiry to the City Attorney or other staff member.

EXHIBIT B

-5-

681052.1/014455.00001

Exhibit B: Current List of Citizen Committees, Commissions and Boards

- **Civil Service Commission:** 3 members; Police Chief is staff liaison; administers Police Department advancements, demotions, suspensions, discharges and employment.
- **Design Review Board:** 7 members; Planning Director is staff liaison; advises on commercial / mixed-use land use applications, makes recommendations based on design guidelines.
- **Planning Commission:** 7 members; Planning Director is staff liaison; reviews applications for amendments to comprehensive plan, official zoning map and official zoning ordinance and other land use and city planning matters.
- **Board of Appeals/Adjustment:** 5 members; Building Official is staff liaison; determine the suitability of alternate materials and methods of construction, and to provide for reasonable interpretations of the International Fire Code and International Building Code.
- **Library Board:** 5 members; Finance Director is staff liaison; advise the City Council on matters concerning the operations of the Mill Creek Library.
- **Parks and Recreation Board:** 7 members; Recreation Supervisor is staff liaison; develop, design and operation of park and recreation programming and facilities with exception of final landscaping plan; facility use fees and procedures; capital improvement planning; concessions; and interlocal and cooperative use agreements regarding park and recreation activities;
- **Arts/Beautification Advisory Board:** 9 members; Public Works Director is staff liaison; work on special events and projects to enhance the aesthetics and beauty within the residential and business areas of the city; utilization of the municipal art fund; selection, acquisition and placement of artwork for the city.

The committees, commissions and boards listed above shall be subject to the following general guidelines, except to the extent stated to the contrary in the applicable resolution or ordinance.

Meetings

Committee meetings (when held) must be open to the public, including the media, unless discussing matters which would qualify for an executive session (under the state law defining eligible executive session issues that apply to the Council).

Council Liaison to Citizen Committees, Commissions and Boards

Liaisons shall be appointed by the Council for specific purposes and for a time certain (normally a term of one calendar year, which may repeat if Council so determines).

Liaisons may attend assigned citizen group meetings and report to the Council on matters of public concern.

Liaison Procedures

Individual members of the Council may be assigned as liaisons whose duties involve keeping current with a group or activity by either attending meetings or conferring with members, and keeping Council informed. Liaisons may advocate Council actions on behalf of their assigned group or activity. Care must be taken to avoid an Appearance of Fairness Doctrine violation, or conflict of interest possibilities (i.e.: in the unusual case of a quasi-judicial proceeding). Liaisons' functions and duties may be further defined and/or directed by the Mayor or Mayor Pro Tem with concurrence of Council.

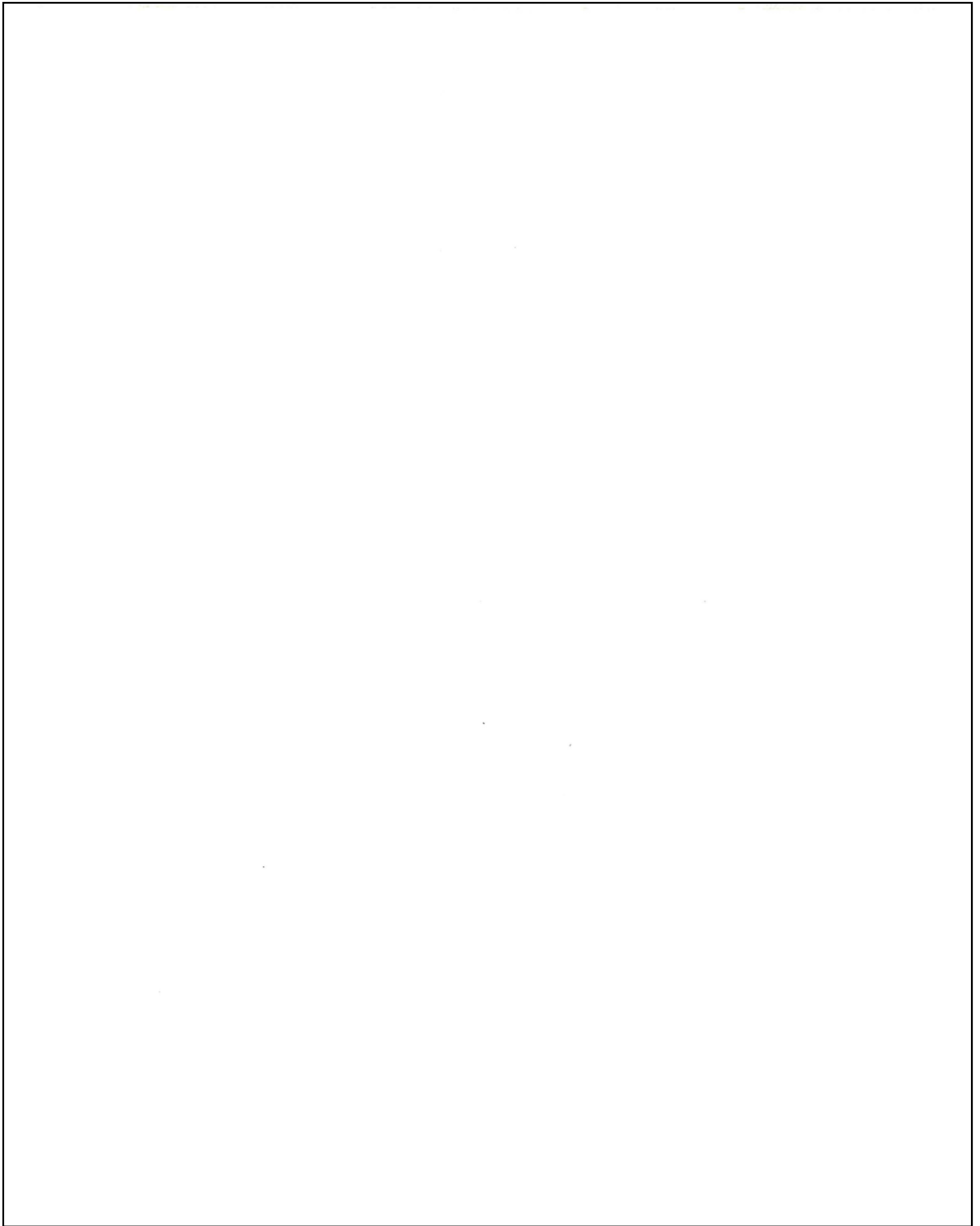
Appointment

Per MCMC 4.02.020 Notice of availability of a position on a board or commission shall be published in a local newspaper and/or posted at City Hall and/or on the City's website after the effective date of the availability or vacancy of the position. Interested persons may apply for the position by submitting a letter of interest. Positions may be filled from the list of applicants or the city may re-advertise the position. Members of a city board or commission shall be appointed by the City Council. Vacancies shall be filled in the same manner as initial appointments and members appointed to fill a vacancy shall serve for the duration of the unexpired term

Publication on Website

It shall be City policy to disclose names and terms of citizen boards, committees and commissions on the City website, with a description of the role and functioning of the body.

Exhibit C: Statement of Values/Rules of Conduct



January, 2010

STATEMENT OF VALUES/RULES OF CONDUCT

The Mill Creek City Council is dedicated to providing quality leadership that will protect, preserve, and enhance the quality of life for its citizens.

The City Council hopes to provide excellence in public service by respecting and protecting individual rights, acting with integrity, and fostering public trust. To improve the Council's effectiveness and performance, Councilmembers will focus on the following areas which incorporate the values of respect, honesty, and trust.

1. **Image:** Recognize that the City Council represents the image of the community in its actions; strive to maintain a professional image, high standards of conduct, and respect for others.
2. **Accountability:** Be accountable to others and to yourself; be effective stewards of the public trust and resources; and follow-through on commitments.
3. **Communication:** Communicate with our citizens, City staff and fellow Councilmembers in an open, clear, honest and constructive manner; be a good listener; clarify when needed; be receptive to feedback; and expect and demonstrate courtesy and respect in all interactions.
4. **Planning:** See the big picture; think and plan for the long-term; consider all needs in the jurisdiction; and help define a vision for the future.
5. **Decision-Making:** Become well informed on issues by reading background materials and seeking additional information if necessary; consider competing needs; consider alternative decisions; seek solutions that honor a variety of community values; and be willing to make difficult decisions.
6. **Teamwork:** Encourage a spirit of cooperation in dealing with the challenges facing our community; recognize the need to work together and support each other to achieve success; recognize different personalities and work styles; and remain flexible with each other to accomplish goals.
7. **Personal Development:** Take responsibility seriously and work hard; devote time and effort to personal and professional excellence.
8. **Ethics:** Uphold the public trust; be committed to the premise of good government and service to the public; and be dedicated to the highest ideals of honor and integrity in order to merit the respect and confidence of the public.

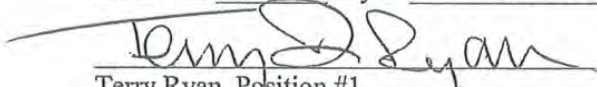
To implement these values, the City Council shall adopt the following rules of conduct to be practiced when representing the City:

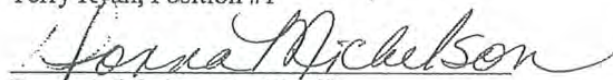
1. Be prepared for meetings by familiarity with the materials and having notified City staff and/or the Mayor of concerns or problems in advance of the meeting, when possible.

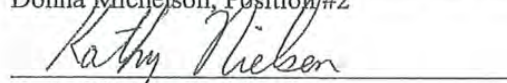
Page 2

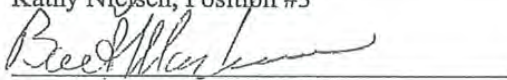
2. The Mayor will open a matter for discussion. Councilmembers may debate the merits of the issues with the intent to inform fellow members of opinions and concerns in a concise manner. All Councilmembers shall listen to all points of view, be respectful and professional, and vote based on the objective information presented, including public input.
3. The study session will be utilized as a forum for studying complex issues, reviewing plans and priorities, and for informal communications between the Council and City staff.
4. The City Council represents the diversity of opinions and personalities within the community. Councilmembers should recognize and respect the principles of the majority rule.
5. The City Council shall manage through the City Manager; however, Councilmembers may communicate with City staff members with inquiries related to their respective departments.
6. During the time of Council discussion and public input, Councilmembers shall refrain from non-recognized conversation.

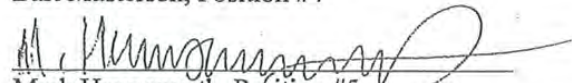
Dated this 2nd day of February, 2010.

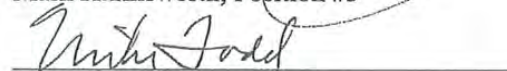

Terry Ryan, Position #1

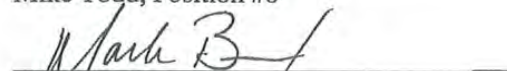

Donna Michelson, Position #2


Kathy Nielsen, Position #3

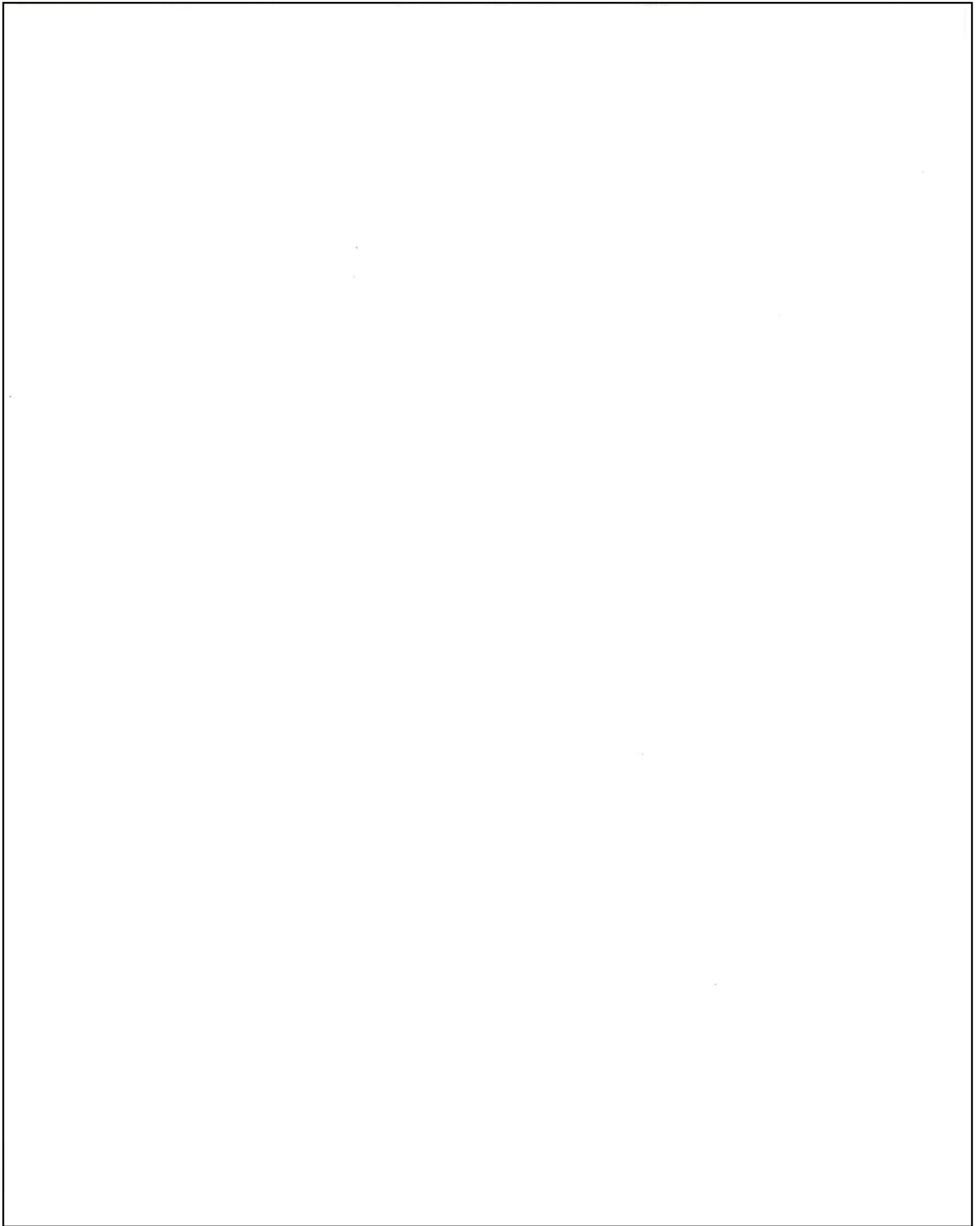

Bart Masterson, Position #4


Mark Harmsworth, Position #5


Mike Todd, Position #6


Mark Bond, Position #7

D:\data\executive\city\council\council forms\code of conduct_values.doc







Date: December 8th, 2020

A/P Check Batches		
Dated	Check Numbers	Amount
11/14/2020	ACH Debit-Excise Tax Return-Oct	\$18.27
11/20/2020	CARES Relief Fund Grants 62727-62794	\$669,930.00
11/30/2020	62795-62822	\$204,031.21
Total		\$873,979.48

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 62727 through 62822, and ACH in the amount of \$873,979.48.

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

Councilmember

Councilmember

Director of Finance

City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc



Combined Excise Tax Return

600-598-011
CITY OF MILL CREEK

Filing Period: October 31, 2020

Due Date: November 25, 2020 ✓

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	13.57	13.57	0.00	0.004710	0.00
Service and Other Activities (\$1 million or greater in prior year)	314.00	0.00	314.00	0.017500	5.50
Total Business & Occupation					5.50

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	13.57	0.00	13.57	0.065000	0.88
Use Tax	160.48	0.00	160.48	0.065000	10.43
Total State Sales and Use					11.31

Deductions

Tax Classification	Deduction	Amount
Business & Occupation		
Retailing	Other: Governmental activities	13.57

Credits

	Amount	
Service & Other SBC	5.50	
Total Credits		5.50

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
3119 - MILL CREEK	13.57	0.040000	0.54
Total Local City and/or County Sales Tax			0.54

Local City and/or County Use Tax/Deferred Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
3119 - MILL CREEK	160.48	0.040000	6.42

Total Local City and/or County Use Tax/Deferred Sales Tax 6.42

Total Tax	23.77
Total Credits	5.50
Subtotal	18.27
Total Amount Owed	18.27

Prepared By: Andrea Dowell
E-Mail Address: andrea@dowellconsulting.com
Submitted Date: 11/14/2020
Confirmation #: 0-017-073-699

Payment Type: ACH Debit/E-Check
Amount: \$18.27
Effective Date: 11/14/2020

Export

Page 1 of 2

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is **0-017-073-699**

Below is information from your Monthly Return for the period ending October 31, 2020

Filing Date	November 14, 2020
Account ID	600-598-011
Primary Name	CITY OF MILL CREEK
Payment Method	ACH Debit/E-Check
Payment Effective	November 14, 2020
Total Tax	23.77
Total Credits	5.50
Total Due	18.27 ✓

The email address on this return is different from the one in your profile

The Department is using email more frequently to communicate with taxpayers. Please verify that the email address in your profile is correct.

To update your email address click the Profile menu icon at the top of this page, select **My Profile**, click the *Profile* tab, and click **Use your SAW profile**.

To check the status of your return, go to your account *Summary* page, select the *More Options* tab, and click **View, Edit, or Print Drafts or Submissions**.

Print a copy of your return below.

Washington State Combined Excise Tax Return
City of Mill Creek: 600-598-011
10.2020

SERVICE & OTHER ACTIVITIES B&O

SURFACE WATER ACTIVITIES

	Account No.	Taxable Amount	Rate	Tax Due
Cash received from Surface Water Fees	401-000-343-10-00-00	\$ -		
Surface Water Charges from County		-		
ROW Deposit/Collection Agency		-		
Other Income		-		
		\$ -	0.01750	\$ -

GENERAL FUND ACTIVITIES

	Account No.	Taxable Amount	Rate	Tax Due
Advertising		\$ -		
Sponsor/Donation		-		
		\$ -	0.01750	\$ -

PARKS & RECREATIONAL ACTIVITIES

	Account No.	Taxable Amount	Rate	Tax Due
Facility Rentals	001-000-347-30-02-00	-		
Field Rentals	001-000-347-30-03-00	-		
Concession Stand	001-000-347-30-04-00	100.00		
Lights - MCSP Field	001-000-347-30-05-00	-		
Recreation Extra Fee Revenue	001-000-347-60-90-00	106.00		
Preschool - Miscellaneous	001-000-347-60-90-10	-		
Preschool - Playgroup	001-000-347-60-90-11	-		
Youth - Miscellaneous	001-000-347-60-90-20	108.00		
Youth - League Basketball	001-000-347-60-90-21	-		
Teens - Miscellaneous	001-000-347-60-90-30	-		
Adults - Miscellaneous	001-000-347-60-90-40	-		
Family Events - Miscellaneous	001-000-347-60-90-50	-		
Advertising	001-000-347-90-00-00	-		
Sponsorships	001-000-347-90-00-02	-		
Farmers Market Vendor Fees	001-000-347-90-00-10	-		
LESS sales tax revenue		-		
LESS R&M MCSP field		-		
LESS sponsor/donation-special event		-		
LESS Regjstrat.Scholarship Donation	001-000-367-00-00-11	-		
LESS rec sponsorship-fun run		-		
LESS misc revenue/OPS		-		
LESS youth bb league scholarship		-		
LESS Youth bb league sponsorships		-		
LESS 3on3 sponsorship		-		
LESS donations- special events		-		
LESS Farmers market sales - sales tax already paid		-		
LESS revenue taxable as retail sales		-		
LESS non taxable donations		-		
		\$ 314.00	0.01750	\$ 5.50
		\$ 314.00		\$ 5.50

RETAIL SALES B&O

	Account No.	Taxable Amount	Rate	Tax Due
Passport Photos	001-000-341-99-00-01	-	0.10500	-
CPL Laminating	001-000-322-90-00-01	15.00	0.10500	1.43
Park & Recreation Sales Subject To Sales Tax		-	0.00471	-
Youth Kids Fun Run		-		
Youth League Basketball	001-000-347-60-90-21	-		
Youth 3 on 3 Basketball		-		
Adult 3 on 3 Basketball		-		
Adult Softball League		-		
		-	0.00471	-
TOTAL B&O FOR RETAIL SALES:		\$ 13.57		\$ 1.43

Passport Photos		\$ -	0.10500	-
CPL Laminating		(13.57)	0.10500	(1.43)
School Property Programs		-	0.00471	-
TOTAL B&O DEDUCTIONS FOR RETAIL SALES:		\$ (13.57)		\$ (1.43)

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 12/4/2020 11:35 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62727	GTHRIVE 165	Alexander Enterprises LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
				Total for Check Number 62727:	0.00
62728	GASFD 109	All Smiles Family Dentistry Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
				Total for Check Number 62728:	0.00
62729	GALTARC 110	Altar Construction Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
				Total for Check Number 62729:	0.00
62730	GARWKSHF 111	AR Workshop Mill Creek Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
				Total for Check Number 62730:	0.00
62731	GARENAS 112	Arena Sports Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
				Total for Check Number 62731:	0.00
62732	GARIANC 113	Arian Consilting Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
				Total for Check Number 62732:	0.00
62733	GAVSGAS 114	Best Medical Supplies, Inc. Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
				Total for Check Number 62733:	0.00
62734	GTBHAIR 162	Terri Booth Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
				Total for Check Number 62734:	0.00
62735	GBRIGHTC 115	Bright Child LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
				Total for Check Number 62735:	0.00
62736	GFLOURIS 129	Chelsea Gordon Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
				Total for Check Number 62736:	0.00
62737	GCHINAC 116	China City LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62737:	0.00	5,000.00
62738	GCOLOURS 118	Colour Play Salon LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62738:	0.00	5,000.00
62739	GCSA 119	Come Sail Away Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62739:	0.00	5,000.00
62740	GCONFLUX 120	Conflux Rehab, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62740:	0.00	10,000.00
62741	GCOURIER 121	Courierwest Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62741:	0.00	10,000.00
62742	GCROSSFN 122	Crossfunction Sports Recovery, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62742:	0.00	10,000.00
62743	GDEVINEW 124	CTP Investments LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62743:	0.00	15,000.00
62744	GLIGHTRY 138	Chris Cunningham Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62744:	0.00	5,000.00
62745	GCUDAWA 123	DDMK Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62745:	0.00	15,000.00
62746	GELEGANT 125	Elegant Details, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62746:	0.00	15,000.00
62747	GESTATEH 126	Estate Homes Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62747:	0.00	10,000.00
62748	GEVPSF 100	Everett PublicSchools Foundation Mill Creek CARES Service Organization Relief	11/20/2020		11,500.00
			Total for Check Number 62748:	0.00	11,500.00
62749	GEYESOC 127	Eye Society Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62749:	0.00	10,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62750	GFRMRFRG 101	Farmer Frog Mill Creek CARES Service Organization Relief	11/20/2020		11,500.00
			Total for Check Number 62750:	0.00	11,500.00
62751	GFARMH 128	Farmhouse Espresso Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62751:	0.00	5,000.00
62752	GPRETTYI 166	Phong Hoang Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62752:	0.00	10,000.00
62753	GHOPECRK 102	Hope Creek Mill Creek CARES Service Organization Relief	11/20/2020		11,500.00
			Total for Check Number 62753:	0.00	11,500.00
62754	GIDEALW 132	Ideal Wellness MC LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62754:	0.00	15,000.00
62755	GJ&KFIT 133	J & K Fitness, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62755:	0.00	10,000.00
62756	GJHOLT 134	Jeff Holt Chiropractic, P.C. Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62756:	0.00	10,000.00
62757	GKAFENEO 135	Kafe Neo Mill Creek LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62757:	0.00	15,000.00
62758	GKARENS 136	Karen Clark Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62758:	0.00	5,000.00
62759	GMANRAM 139	Khurram Khan Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62759:	0.00	10,000.00
62760	GKIWANIS 103	Kiwanis Club of Mill Creek Mill Creek CARES Service Organization Relief	11/20/2020		7,430.00
			Total for Check Number 62760:	0.00	7,430.00
62761	GFRENCHN 130	LEECO K Corporation Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62761:	0.00	5,000.00
62762	GMGARKA 137	Mark W. Garka Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62762:	0.00	10,000.00
62763	GMBWB 140	Marne Whitney Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62763:	0.00	10,000.00
62764	GBARRLLC 163	Jennifer McArthur Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62764:	0.00	10,000.00
62765	GMCVIS 144	Mill Creek Eye & Contact Lens Clinic Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62765:	0.00	5,000.00
62766	MCCK&U 142	Mill Creek Kids N Us Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62766:	0.00	15,000.00
62767	GMCRF 106 107	Mill Creek Rotary Foundation Mill Creek CARES Service Organization Relief Mill Creek CARES Service Organization Relief	11/20/2020		5,750.00 5,750.00
			Total for Check Number 62767:	0.00	11,500.00
62768	GMCTC 143	Mill Creek Tennis Club, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62768:	0.00	15,000.00
62769	GMCWOMC 104	Mill Creek Women's Club Mill Creek CARES Service Organization Relief	11/20/2020		4,000.00
			Total for Check Number 62769:	0.00	4,000.00
62770	GNAILM 145	Nail Masters LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62770:	0.00	15,000.00
62771	GNTRANS 146	New Transport Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62771:	0.00	10,000.00
62772	GNINAHN 147	Duy Nguyen Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62772:	0.00	15,000.00
62773	GNSPED 148	North Sound Pediatrics Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62773:	0.00	15,000.00
62774	GNSSC 105	Northshore Senior Center Mill Creek CARES Service Organization Relief	11/20/2020		10,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62774:	0.00	10,000.00
62775	GPARKVW 149	Oostra Enterprises LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62775:	0.00	10,000.00
62776	GPLYON 150	Patricia J Lyon Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62776:	0.00	5,000.00
62777	GPEABOS 152	Peabos LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62777:	0.00	15,000.00
62778	GTPERRY 164	Thomas Perry Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62778:	0.00	5,000.00
62779	GPRESMC 153	Preschool Millcreek Inc. Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62779:	0.00	10,000.00
62780	GQNAILS 154	QLM LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62780:	0.00	15,000.00
62781	GRPELICN 155	Rusty Pelican Cafe Mill Creek Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62781:	0.00	5,000.00
62782	GRUYBAL 156	Ruybal Group Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62782:	0.00	5,000.00
62783	GSABINC 157	Sabin Consulting LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62783:	0.00	10,000.00
62784	GHOTIRON 131	Sang Ah USA Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62784:	0.00	15,000.00
62785	GSILVEST 159	Sara Arnold Silvestri, DDS, PLLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62785:	0.00	15,000.00
62786	GPADDYW 151	S-F Pet Retail, LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62786:	0.00	10,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62787	GSANDAC 158	Sunkun Investments Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62787:	0.00	10,000.00
62788	GTABLAS 161	Tablas Woodstone Taverna LLC Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62788:	0.00	15,000.00
62789	GCLAYPIT 117	Tera Group Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62789:	0.00	15,000.00
62790	GSUMMIT 160	The Summit Consulting Group Inc Mill Creek CARES Small Business Relief Fund	11/20/2020		10,000.00
			Total for Check Number 62790:	0.00	10,000.00
62791	GMCCUTS 141	Tu Le Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62791:	0.00	5,000.00
62792	GVNTCHRH 108	Venture Church Mill Creek CARES Service Organization Relief	11/20/2020		2,500.00
			Total for Check Number 62792:	0.00	2,500.00
62793	GVIVIS 167	Ngoc Vo Mill Creek CARES Small Business Relief Fund	11/20/2020		5,000.00
			Total for Check Number 62793:	0.00	5,000.00
62794	GWCAQUA 168	West Coast Aquatics Mill Creek CARES Small Business Relief Fund	11/20/2020		15,000.00
			Total for Check Number 62794:	0.00	15,000.00
			Total for 11/20/2020:	0.00	669,930.00
62795	911SUPPL INV-2-6531	911 Supply Inc 2 Police Badges - Officer of the Year/Detective F	11/30/2020		351.50
			Total for Check Number 62795:	0.00	351.50
62796	AMAZON 1QQ9-HCH7-P3J9 1QVL-H4MG-XYPF	Amazon Capital Services Personalized Military Dog Tags - Veteran's Day I 2 - Spigen Galaxy S20 Plus Phone Case	11/30/2020		8.83 33.12
			Total for Check Number 62796:	0.00	41.95
62797	BANKCARE 1 10 11 12 13 14 15	Bank of America Credit - Labels - Candy Grab & Go Event Go To Meeting Business 10/18 - 11/17 FBI - LEEDA Basic Supervisor Liability - M ScI Candy - Candy Grab & Go Event Candy - Candy Grab & Go Event Candy - Candy Grab & Go Event Vehicle Licensing - Car #51 & #52	11/30/2020		-88.39 83.98 350.00 31.62 445.77 19.52 127.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
16		Office Shelving - Police Chief Office			6.61
17		Office Shelving - Police Chief Office			6.01
17A		Oil Mix for Small Engines			44.16
18		Window Blinds - Police Chief Office			44.16
18A		WD-40			12.12
19		Mailings - Officer of Year Medal - T Marks, Sex			315.40
2		Credit - Candy - Candy Grab & Go Event			-31.62
20		Candy - Candy Grab & Go Event			474.90
21		Wall Trim Repair - PD			14.14
22		Hose, Reel - MCSP			134.19
22A		Hose Reel - Tanker Trailer			33.13
22B		Plywood - Covid Signs			203.60
23		55 Liter Dry Gas Tank			215.75
24		Glowing Web - Candy Grab & Go Event			10.96
25		Decorations - Candy Grab & Go Event			72.40
26		2 Keys - Car #45			5.92
27		.Com Domain Renewal			100.39
28		Survey Monkey - Annual Fee			994.50
29		Hot Rolled Pipe, Cutting Services - Veteran's Da			326.55
3		Refund - AWC			-200.00
30		MybuildingPermit.com Monthly Fee			59.95
31		Elements of Unit Price Contracting - M Ciaravin			35.00
32		Paint - Bathroom Waterproofing - Heron Park			28.16
4		Covid 19 Sign Posts & Hardware - Parks			326.66
5		AED Battery - CHS			439.79
6		POW-MIA Flag - Veteran's Day Event			93.26
6A		Use Tax - POW-MIA Flag - Veteran's Day Event			-8.86
7		Nylon Flag - Veteran's Day Event			64.76
8		Labels - Candy Grab & Go Event			88.39
9		Plastic Bags - Candy Grab & Go Event			36.34
				Total for Check Number 62797:	0.00
					4,916.43
62798	BEACONPB 32934	Beacon Publishing Inc. Annual Visitor's Guide 2020	11/30/2020		650.00
				Total for Check Number 62798:	0.00
					650.00
62799	BENEAD 2011510	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan - Nov	11/30/2020		100.00
				Total for Check Number 62799:	0.00
					100.00
62800	CIEDMOND RGG-200083	City of Edmonds 2020 N. Sound Metro SWAT Advanced Train - R	11/30/2020		805.51
				Total for Check Number 62800:	0.00
					805.51
62801	FELDMAJ 0007	Feldman & Lee, P.S. Public Defender Contract - Oct	11/30/2020		8,894.00
				Total for Check Number 62801:	0.00
					8,894.00
62802	GRYOSBRN	Gray & Osborne Inc	11/30/2020		
1		Prov Svcs - SHR Preservation Const Mgmt 09/1:			16,285.80
2		Prov Svcs - Engineering Management Services 0			4,738.84
2A		Prov Svcs - Engineering Management Services 0			3,159.22
5		Prov Svcs - SHR Pavement Preservation Const M			19,298.10
				Total for Check Number 62802:	0.00
					43,481.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62803	KROESENS 61776	Kroesen's Uniform Company 2 Police Chief Badges - J. Young	11/30/2020		342.96
Total for Check Number 62803:				0.00	342.96
62804	LANEP 3838279 3838280 3838281 3838649	Lanepowell Prof Legal Svcs - General Employment - Octobe Prof Legal Svcs - City Attorney - October Prof Legal Svcs - General Const - October Prof Legal Svcs - AFSCME Unfair Labor Practic	11/30/2020		86,578.80 15,637.50 222.75 13,658.90
Total for Check Number 62804:				0.00	116,097.95
62805	MRUGMOB 20-1591 20-1591A	M Rugged Mobile Technology Replacement of Mobile Printers in PD Vehicles Use Tax - Replacement of Mobile Printers in PD	11/30/2020		2,659.29 -252.69
Total for Check Number 62805:				0.00	2,406.60
62806	XMCGEA 2002661.002	Amy McGee Refund Val Whiting Basketball Academy Online	11/30/2020		90.00
Total for Check Number 62806:				0.00	90.00
62807	ROBHALF 56659423 56697606 56735581	OfficeTeam Cares Grant Coordinator - Week Ending Date 11 Cares Grant Coordinator - Week Ending Date 11 Cares Grant Coordinator - Week Ending Date 11	11/30/2020		1,590.00 1,520.44 188.81
Total for Check Number 62807:				0.00	3,299.25
62808	OMWATT 845163 845275	Ogden Murphy Wallace Attorneys Prof Legal Svcs - McClung v. Harbor Pacific - C Prof Legal Svcs - Franchises - October	11/30/2020		627.00 103.50
Total for Check Number 62808:				0.00	730.50
62809	Otak 000011200256 000011200256A	Otak, Inc., Prof Svcs - MC Blvd Corridor Subarea Plan Thr Prof Svcs - MC Blvd Corridor Subarea Plan Thr	11/30/2020		7,007.24 3,003.10
Total for Check Number 62809:				0.00	10,010.34
62810	PACFIRSE 73499	Pacific Fire and Security, Inc. Annual Fire Alarm System Maintenance - Librar	11/30/2020		756.93
Total for Check Number 62810:				0.00	756.93
62811	PGFREEZ INV-8746	Page Freezer Social Media & Website Archiving	11/30/2020		1,188.00
Total for Check Number 62811:				0.00	1,188.00
62812	ELLITIRE 064462015402	PepBoys-Remittance Dept Remove & Replace Engine Oil Pan - Car #44	11/30/2020		717.00
Total for Check Number 62812:				0.00	717.00
62813	PERTEET 20160281.026-2	Pertee Inc Prov Svcs - Right-of-Way Use Permit Review 05	11/30/2020		1,567.13
Total for Check Number 62813:				0.00	1,567.13

AGENDA ITEM #L.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62814	PLAYWELL 7685	Play-Well TEKologies Play-Well Lego @ Home: Virtual Haunted Hous	11/30/2020		86.40
			Total for Check Number 62814:	0.00	86.40
62815	WASPC DUES 2020-00677	WA. Assoc of Sheriffs & Police Chiefs 2020 Dues - S White	11/30/2020		75.00
			Total for Check Number 62815:	0.00	75.00
62816	PUGETSO 200004765331 200004765331	Puget Sound Energy 15728 Main St 10/19 - 11/17 15720 Main St 10/19 - 11/17	11/30/2020		668.87 370.51
			Total for Check Number 62816:	0.00	1,039.38
62817	Rasmussk Reimb Rasmussen	Kristen Rasmussen Clapbord Slate for Video, Lapel Microphone	11/30/2020		58.17
			Total for Check Number 62817:	0.00	58.17
62818	RICHARDR 11/12/20220	Robert Richardson Prof Svcs - Law Enforcement Consultant 10/29	11/30/2020		250.00
			Total for Check Number 62818:	0.00	250.00
62819	RONGERJ 9423	John Rongerude P.S. Conflict Public Defender #9Z0258333	11/30/2020		300.00
			Total for Check Number 62819:	0.00	300.00
62820	SDISTCRT I000543513 I000543513A	Snohomish County District Court Filing Fees - SD Court - Oct Interpreter Costs - Oct	11/30/2020		3,875.14 670.00
			Total for Check Number 62820:	0.00	4,545.14
62821	VERIZON 9867172376	Verizon Wireless Access & Usage Chgs - City Cell Phones 10/17	11/30/2020		1,060.93
			Total for Check Number 62821:	0.00	1,060.93
62822	GTENORTH 425745697408189	Ziplay Fiber CC Line, Fax, Prop Rm 11/19 - 12/18	11/30/2020		168.18
			Total for Check Number 62822:	0.00	168.18
			Total for 11/30/2020:	0.00	204,031.21 ✓
			Report Total (96 checks):	0.00	873,961.21



Date: December 8, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
11/25/2020	ACH Automatic Deposit Checks	\$132,457.73
11/25/2020	ACH Wire- FWT & Medicare Taxes	\$24,902.11
11/25/2020	ACH Wire MEBT – Wilmington Trust	\$22,875.55
11/25/2020	ACH Wire – BAC – Flex Savings Acct	\$1,071.37
11/25/2020	ACH Wire – ICMA RC – Def. Comp	\$6,094.54
Total		\$187,401.30

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 \$187,401.30.

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

Councilmember



Finance Director

Councilmember

City Manager

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:48 Pay Date:11/25/2020 P/E Date:11/15/2020
 Qtr/Year:4/2020 Run Time/Date:18:32:16 PM EST 11/20/2020

Taxes Debited	Federal Income Tax	18,792.24		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,788.59		
	Medicare - ER	2,788.63		
	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		
	Families First FMLA-PSL Payments Credit	0.00		
	Families First ER Medicare Credit	0.00		
	Families First FMLA-PSL Health Care Premium Credit	0.00		
	CARES Retention Qualified Payments Credit	0.00		
	CARES Retention Qualified Health Care Credit	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		
	State Family Leave Insurance - EE	177.50		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	159.76		
	State Medical Leave Insurance - ER	195.39		
	Transit Tax - EE	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	24,902.11		
Other Transfers	Full Service Direct Deposit Ac	132,457.73		
	Total Amount Debited From Your Account		157,359.84	
				Total Liability
Bank Debits & Other Liability	Checks	0.00		157,359.84
	Adjustments/Prepay/Voids	0.00		157,359.84
Taxes- Your Responsibility	None this payroll			157,359.84



Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF Phone: (425)921-5723	Address: 15728 MAIN ST MILL CREEK WA 980121518 US

Account Information	
Account: BUS_4700 Account Title: CITY OF MILL CREEK TREASURER CHECKING	Requestor Name: JEFFREY ALAN BALENTINE

Wire Information			
Wire Type: DOMESTIC	Country: US	Wire Date: 11/30/2020	Wire Amount (USD): 22,875.55 ✓
Currency of Recipient Account: USD	Source: IN PERSON	Wire Fee: 30.00	
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH	ID Verification/Type: BANK OF AMERICA DEBIT CARD, ATM CAR		

Recipient Information	
Recipient Name: MATRIX TRUST COMPANY	Bank Name: JPMORGAN CHASE BANK NATIONAL ASSOCIATION
Account Number Type: ACCOUNT NUMBER	Bank ID:
Account Number:	Address: 1111 POLARIS PKWY COLUMBUS OH 43240 US
Address: NOT PROVIDED COLUMBUS OHIO US	

Information about payment:

Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference Information: CITY OF MILL CREEK N3177E Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Exception Reason: _____

FOR BANK USE ONLY: Financial Center Information			
Financial Center Name	MILL CREEK BANKING CENTER	Date:	November 30, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5498
Initiating Associate Name:	BRUNETTE, DEANDRE	Remittance ID #:	NDS5CM66H

Payroll 11/25/2020			
		9145.31	LEO Total
		766.60	MBX Total
MEBT ER	10,996.55	10955.06	MEB Total
		115.85	MEB2 Total
MEBT EE	11,879.00	41.49	MME Total
		41.49	MMR Total
Sub-Total	22,875.55	5745.43	P2E Total
		950.11	P3E Total
Less Standard Insurance	0.00	10955.06	TER Total
Wire Total	22,875.55	38716.40	Grand Total

Payroll Date 11/25/20	Deferred Healthcare	Daycare
Fleming, Rodney J	\$ 81.94	\$ 0.00
Foutch, Bart A	\$ 114.58	\$ 0.00
Freeburg-Gunderson, Jodie A	\$ 25.00	\$ 0.00
Heath, Ilia C	\$ 105.00	\$ 0.00
Hughes, Tyrone A	\$ 110.00	\$ 0.00
Lee, Joanna M	\$ 45.00	\$ 0.00
Lockett, Grace M	\$ 27.27	\$ 0.00
Pigott, Larissa V	\$ 114.58	\$ 0.00
Rasmussen, Kristen A	\$ 35.00	\$ 208.00
Ringstad, Sherrie M	\$ 30.00	\$ 0.00
Rogers, Thomas B	\$ 62.50	\$ 0.00
Schmidt, Christi A.M.	\$ 50.00	\$ 0.00
Wright, Jere A	\$ 62.50	\$ 0.00
Grand Totals		
Total	\$ 863.37	\$ 208.00
Total Due to BAC	\$ 1,071.37	

BANK OF AMERICA 

Funds Transfer Request Authorization (FTRA)

Customer Information

Name: MILL CREEK, WA CITY OF Address: 15728 MAIN ST
 Phone: (425)921-5723 MILL CREEK
 WA 980121518 US

Account Information

Account: BUS_4700
 Account Title: CITY OF MILL CREEK TREASURER
 CHECKING
 Requestor Name: JEFFREY ALAN BALENTINE

Wire Information

Wire Type: DOMESTIC Wire Date: 11/30/2020
 Country: US Wire Amount (USD): 6,094.54
 Currency of Recipient Account: USD Wire Fee: 30.00
 Source: IN PERSON
 ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH
 ID Verification/Type: BANK OF AMERICA DEBIT CARD, ATM CAR

Recipient Information

Recipient Name: ICMA RC Bank Name: MANUFACTURERS AND TRADERS TRUST
 COMPANY
 Account Number Type: ACCOUNT NUMBER Bank ID:
 Account Number: Address: ONE M AND T PLAZA, 15TH FL
 Address: PO BOX 64553 BUFFALO
 BALTIMORE NY 14203 US
 MARYLAND 21264 US

Information about payment:

Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference Information:

CITY OF MILL CREEK Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) _____ Check #	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Exception Reason: _____

FOR BANK USE ONLY: Financial Center Information			
Financial Center Name	MILL CREEK BANKING CENTER	Date:	November 30, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5488
Initiating Associate Name:	BRUNETTE, DEANDRE	Remittance ID #:	S9ATSTMP7

Payroll Date 11/25/20	ICMA
Fleming, Rodney J	\$ 450.00
Hookland, Rebecca J	\$ 137.60
Kidwell, Tyler A	\$ 531.94
LaRose, Scot P	\$ 700.00
Ringstad, Sherrie M	\$ 25.00
Todd, Michael S	\$ 4,200.00
White, Stanley R	\$ 50.00
Grand Totals	
Total Due to ICMA	\$ 6,094.54