

# CITY COUNCIL AGENDA

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



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

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the office of the Acting City Clerk at (425) 921-5725 three days prior to the meeting.

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

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and 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.** 2018-843

**Next Resolution No.** 2018-577

**December 11, 2018  
City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

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

## **PRESENTATIONS**

- B. Recognition of Outgoing Councilmember Jared Mead

## **OLD BUSINESS**

- C. Mill Creek Sports Park Rate Increase  
(Joni Kirk, Director of Communications & Marketing)

## **NEW BUSINESS**

- D. 35th Ave SE Reconstruction Project Addendum No. 8 to Contract 2013-1091  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- E. 35th Ave SE Reconstruction Project Addendum No. 1 and Addendum No. 2 to Contract 2018-1405  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- F. Exploration Park Contract Award  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- G. Ordinance Amending MCMC 5.04 - Business Licenses  
*(Peggy Lauerman, Director of Finance)*
- H. Adoption of Personnel Policies  
*(Laura Orlando, Director of Human Resources)*
- I. Agreement for Professional Legal Services  
*(Bob Stowe, Interim City Manager)*

#### **STUDY SESSION**

- J. Historical Preservation Project  
*(Joni Kirk, Director of Communications & Marketing)*
- K. City Council Appointment Process  
*(Bob Stowe, Interim City Manager)*

#### **CONSENT AGENDA**

- L. Approval of Checks #59481 through #59548 and ACH Wire Transfers in the Amount of \$1,049,027.98  
*(Audit Committee: Councilmember Mead and Councilmember Todd)*
- M. Payroll and Benefit ACH Payments in the Amount of \$191,483.94  
*(Audit Committee: Councilmember Mead and Councilmember Todd)*
- N. Cancellation of the December 25, 2018 and January 1, 2019 City Council Meetings

#### **REPORTS**

- O. Mayor/Council
- P. City Manager
  - Council Planning Schedule

#### **AUDIENCE COMMUNICATION**

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

#### **ADJOURNMENT**



Agenda Item # C

Meeting Date: December 11, 2018

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

**AGENDA ITEM:    UPDATING THE MILL CREEK SPORTS PARK FEES**

**PROPOSED MOTION:**

Motion to amend City Policy 13-003 to update the Mill Creek Sports Park Fees with an effective date of January 1, 2019.

**KEY FACTS AND INFORMATION SUMMARY:**

Council Policy 13-003 established fees for the Mill Creek Sports Park in January 2013. Staff proposes to amend the policy to update the fee schedule in section 4 with an effective date of January 1, 2019.

Information on a proposed rate increase for field use and light use at the Mill Creek Sports Park was presented to the City Council on November 13, 2018. During that meeting and in separate conversations with staff, there were a number of questions raised by Council, which are listed below with responses.

- *If we had maintained costs with inflation, what would the rate be?*

If the City had raised rates in alignment with the Consumer Price Index for the Greater Seattle area, the rate would have increased to \$25.01 (increase of \$3.01).

	Base Year							
	2013	2014	2015	2016	2017	2018	2019	
Base Fee	\$ 22.00	\$ 22.00	\$ 22.26	\$ 22.66	\$ 22.98	\$ 23.49	\$ 24.22	
Rate Increase Based on Inflation		\$ 0.26	\$ 0.40	\$ 0.32	\$ 0.51	\$ 0.73	\$ 0.80	
Annual Inflation-Based Fee Increase		\$ 22.26	\$ 22.66	\$ 22.98	\$ 23.49	\$ 24.22	\$ 25.01	
Increase Over Base Year		\$ 0.26	\$ 0.66	\$ 0.98	\$ 1.49	\$ 2.22	\$ 3.01	

- *Are there any cost savings from new LED lights?*

Snohomish PUD reviewed our initial proposed lighting plans and specifications for the Mill Creek Sports Park Turf and Light Replacement Project in 2016, and estimated a 63% reduction in power consumption, resulting in a \$6,000 annual savings. However, the costs of electricity continue to rise; in the last year electricity costs have increased about 3% for both per day use and per kilowatt hour. Staff expects costs to keep increasing.

- *Do other jurisdictions distinguish rates by user groups? Are some user groups offered discounted rates, particularly youth groups?*

City Council Agenda Summary  
Page 2

The City's rates are tiered for local and non-local groups, with local groups receiving priority consideration.

The City of Shoreline was mentioned as a potential example of a city that offers discounted rates. Their synthetic field turf fees are as follows. For their youth programs, the regular hourly cost is \$27 and the resident discounted rate is \$19. For adult leads and private groups, the hourly cost is \$78 and the resident discounted rate is \$64. Both youth and adult rates may be discounted by an additional \$1 during low-use hours. Field lights are \$23 per hour and are determined by a dusk schedule. They do not further discount their rates. They adjust their fees 3% annually.

Staff reached out to the City of Everett about discounted rates for groups, particularly youth. They do not provide free space to any group not affiliated with the City of Everett. Their light fee is only \$16 per hour, but they also charge a \$25 field prep fee for baseball and softball. They adjust fees every other year.

- *Why do we charge users for Freedom Field and not for other parks, when all parks have capital costs?*

Freedom Field generally has designated uses and the field is scheduled much of the year. Unlike other parks that are open to all and used by all, due to schedule limitations there are only a few groups that use this field.

Staff spends approximately 3,000 hours per year (at a service cost of approximately \$126,210) to maintain Freedom Field and the concession stand facility. This includes fence repairs, field painting, plumbing, scoreboard sign installation, in addition to regular maintenance tasks.

- *How do concession stand costs figure into this? Do they pay rent, utilities and a percentage of the gross receipts?*

Only the Mill Creek Little League uses the concession stand at Mill Creek Sports Park. They pay a flat monthly rental rate that is established annually plus a monthly utility fee of \$50 for the months spanning February through July each year. The monthly rental fee is based on 18% of the previous season's gross revenue. When revenue is down, the rate decreases; when revenue is up, the rate increases. In 2017, the monthly rent was \$1,435. In 2018, the monthly rent was \$900.

- *What are the user groups and the amount of time per year that they use the field?*

Outside of the recreational programming on the field that occurs for about 14 weeks each summer, there are three main user groups on the field. They are listed below with the average annual hours over the last three years. The City occasionally receives one-time use requests from other parties, such as the Mukilteo Youth Soccer Club and Shoreline Community College.



City Council Agenda Summary  
Page 3

Following is a table that demonstrates the average hours used by the top three groups each year, the cost of those average hours at the current rate, and what the average hours would cost under the proposed rate.

<b>Group</b>	<b>Average Hours</b>	<b>Cost / Current Rate</b>	<b>Cost / Proposed Rate</b>
Mill Creek Little League	976	\$21,472	\$27,328
Washington Rush Soccer	489	\$10,758	\$13,692
Silver Lake Soccer	666	\$14,652	\$18,648

- *Please add Kasch Park, Phil Johnson Ballfields and Jackson High School fields to the comparisons.*

Staff reached out to these other parks / ballfields for their rates. The updated chart of comparable fees is as follows:

<b>City/County</b>	<b>Youth \$</b>	<b>Adult \$</b>	<b>Lights \$</b>
City of Mill Creek – Current Rates (2 <sup>nd</sup> /3 <sup>rd</sup> Priority)	22/44	44/65	15
City of Mill Creek – Proposed Rates (2 <sup>nd</sup> /3 <sup>rd</sup> Priority)	28/50	50/65	20
Snohomish County - Tambark Synthetic	60	90	20
City of Bothell	29	57	N/A
City of Everett*	48	63	16
City of Shoreline	27	78	23
City of Redmond	40	50	20
City of Seattle	15	77	30
Jackson High School**	31.25	76.75	N/A
King County	60	60	23
<b>Average Rates (excluding City of Mill Creek)</b>	<b>\$38.78</b>	<b>\$68.97</b>	<b>\$22</b>

*\*Fees are the lowest per-hour rate; Everett also has per-game rates. These are for Kasch, Phil Johnson, Legion, Jackson and Hall Parks.*

*\*\*Jackson High School turf field rental rates above for youth is the in-district youth groups; for youth groups that are only partially in-district the rate increases to \$76.75 per hour. Similarly, the adult rate for non-district and for-profit groups is \$109.25 per hour. They also charge a \$67.50 park*

Current/Proposed Fee Schedule

Proposed increases are in green.

**First Priority**

City of Mill Creek sponsored programs and events.

**Second Priority**

Use will be granted to leagues, organizations, clubs and groups based in Mill Creek or with 51%

City Council Agenda Summary  
Page 4

or more of the participants residing within the city limits of Mill Creek. Priority will be given to groups in the following order:

- A. Youth
  - Recreation Teams
  - Select Teams
- B. Adult
  - Recreation Teams
  - Select Teams

Everett School District will be given priority after second priority user groups have been scheduled. In conjunction with the interlocal agreement between Everett School District and the City of Mill Creek, there will be no charge for Everett School District use.

<i>Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball / Softball Field, Modified Soccer Field	\$44 / \$50 (13.6% increase)	\$22 / \$28 (27.3% increase)	Youth \$29 / \$35 (20.7% increase)  Adult \$51 / \$57 (11.8% increase)
Field Lights	\$15 / \$20 (33.3% increase)	\$15 / \$20 (33.3% increase)	\$15 / \$20 (33.3% increase)

**Third Priority**

Use will be granted to leagues, organizations, clubs and groups with participants being composed of less than 51% City of Mill Creek residents. Priority will be given to youth groups, then to adult groups.

<i>Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball / Softball Field, Modified Soccer Field	\$65	\$44 / \$50 (13.6% increase)	Youth \$51  Adult \$72
Field Lights	\$15 / \$20 (33.3% increase)	\$15 / \$20 (33.3% increase)	\$15 / \$20 (33.3% increase)

Revenue Projections

**Field Rental**

Based on data for the last three years, the average income from Mill Creek Sports Park use is \$58,871 per year. Projecting a split of 75% for youth rates (at lowest possible proposed rate) and 25% for adult use (at lowest possible proposed rate), and based on average hour of use, it is projected that this new rate increase would bring in an average of \$67,687 – a projected revenue

City Council Agenda Summary  
Page 5

increase each year of \$8,816.

	Q1	Q2	Q3	Q4	TOTAL
2018 – hours	572	716.5	409.5	460	2158
2018 – gross revenue	\$ 9,300.50	\$ 18,370.00	\$ 10,749.00	\$ 13,800.00	\$ 52,219.50
2017 – hours	540.5	708.5	438	449	2136
2017 – gross revenue	\$ 16,653.50	\$ 19,059.00	\$ 11,113.50	\$ 13,478.00	\$ 60,304.00
2016 – hours	556	619	528	474	2177
2016 – gross revenue	\$ 17,985.00	\$ 18,940.00	\$ 13,851.00	\$ 13,904.00	\$ 64,680.00

\* Projected for Q4 2018

**Lights**

Field lights are generally most used in the fall and winter months. The light rate increase would raise revenue from an average of \$11,966 per year to an average of \$15,955 per year – an increase of \$3,989.

Light Use	2015	2016	2017	2018	Average
Hours	701.5	900.5	687.03	902	797.76
Gross Revenue at \$15/hr	\$ 10,522.50	\$ 13,507.50	\$ 10,305.50	\$ 13,530.00	\$ 11,966.38
Projected Annual Revenue at \$20 based on average					\$ 15,955.15

This rate adjustment for both the fields and lights will help offset the lost revenue in early 2019 when the field is out of commission during the Mill Creek Sports Park Turf and Light Replacement project.

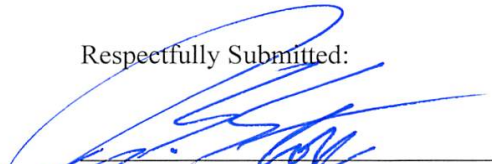
**CITY MANAGER RECOMMENDATION:**

Amend CCP-13-003 to update the City of Mill Creek’s fee schedule for the Mill Creek Sports Park with an effective date of January 1, 2019.

**ATTACHMENTS:**

- 2013 Scheduled Use of Mill Creek Sports Park Policy
- Updated Fee Schedule

Respectfully Submitted:



Robert S. Stowe  
Interim City Manager

**CITY OF MILL CREEK POLICY  
FOR  
SCHEDULED USE OF MILL CREEK SPORTS PARK**

**City Policy No.:** CCP 13-003  
**Effective:** March 1, 2013  
**Amended:** January 8, 2013

**PURPOSE**

1. Establish scheduling priorities.
2. Outline facility-scheduling policies.
3. Establish fees for use of the fields
4. Establish rules and regulations regarding use.
5. Assure equitable distribution and maximum use of the facilities by the public.
6. Manage the limited number of City sports fields.

The City of Mill Creek has park fields that are available for reservation to a wide range of users. In order to be consistent in granting use of these park fields, identifying priority user groups, specifying deposit and fee schedules, and establishing administrative rules, the following policy applies.

**1. PRIORITY USERS:**

***First Priority Group:***

City of Mill Creek sponsored programs and events.

***Second Priority Group:***

Use will be granted to leagues, organizations, clubs and groups based in Mill Creek or with 51% or more of the participants residing within the city limits of Mill Creek. Priority will be given to groups in the following order:

**A. Youth**

- Recreation Teams
- Select Teams

**B. Adult**

- Recreation Teams
- Select Teams

\* Everett School District will be given priority after second priority user groups have been scheduled.

***Third Priority Group:***

Use will be granted to leagues, organizations, clubs and groups with participants being composed of less than 51% City of Mill Creek residents. Priority will be given to youth groups, then to adult groups.

1.1 For this policy a league, organization, or club is defined as having 8 or more teams playing in a round-robin or competitive format.

**2. FIELDS AVAILABLE FOR SCHEDULING:**

Freedom Field - Little League/Softball  
Freedom Field - Modified Soccer

**3. SCHEDULING POLICIES:**

The City of Mill Creek will have preferential use of all parks and recreation fields and facilities for camps, classes, and other special events.

Facilities are scheduled for three periods each year:

Spring & Summer:	March, April, May, June, and July
Fall:	August, September, October, and November
Winter:	December, January, and February

Field Reservations will be accepted in person at Mill Creek City Hall or via email for established User Groups.

**Block Time Users:** Leagues, organizations or clubs may apply for blocks of time for ongoing league sanctioned events (practices and games) and/or tournaments lasting more than one day.

- Spring/Summer Applications: (For use March 1 through July 31)  
League application forms must be filed at City Hall between January 1 - 30)  
To be considered for Block Time User application.
- Fall Application: (For use August 1 through November 30)  
League application forms must be filed at City Hall between June 1 - 30)  
To be considered for Block Time User application.
- Winter Applications: (For use December 1 through February 28/29)  
League application forms must be filed at City Hall between October 1 – 31  
To be considered for Block Time User application.

3.1 Regular league applications (practices & games) for Block Time Users must be submitted to the City within the above listed dates.

3.2 Block time users may not book time in increments smaller than three hours per day. If less time is desired, that can be booked as an Individual User after the Block Time is allocated.

3.3 Tournament applications for Block Time Users must be submitted separately and 30 days prior to the start of play. A tournament bracket must be submitted to the City within 10 days prior to the event.

3.4 Individual teams may reserve field space according to priority categories and will be considered on a first come, first served basis after Block Time is allocated. Applications must be submitted three days prior to scheduled field use.

3.4 City staff shall have discretion to resolve scheduling conflicts based upon historical use, community interest, or other factors. Priority will be given to Mill Creek user groups. However, the City reserves the right to make the facilities open to a wide range of users and shall make final decisions in regard to scheduling.

3.5 User groups requesting the residency scheduling priority or resident fees may be required to submit a roster showing residency at the time of a field request.

3.6 Field customer is responsible for assuring all litter related to their use is picked up and the site is left in the condition it was found. Site includes: Field, Dugouts, Bleachers, Parking Lot, Concession Stand Area, and Bathrooms.

3.7 Block Time Users will provide the City, prior to start date, a list of league representatives, and or directors that are responsible for field use. List to include phone numbers and email addresses if available. Block Time Users verify that their coaches, athletes and parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824 (Zachary Lystedt Law).

**4. FEES:**

4.1 Payment must be made in advance for approved field use for Individual Teams/Users. Fees are to be paid to the City of Mill Creek.

- **Block Time Users:** Payment for approved field time will be invoiced monthly and is payable upon receipt of invoice. Lights will be billed monthly according to use.
- **Individual Teams/Users:** All fees are due three days prior to scheduled field use and at time of application.

4.2 A \$20.00 administrative fee will be applied to approved Block Time User applications for any extensive block time application revision requests. Extensive revisions are those that take more than 15 minutes to adjust.

4.3 If it is necessary for the City to repair damages or clean the premises (i.e. field, dugouts, bleachers, or concessions stand during the users rental, the customer will incur the maintenance/repair costs at \$45.00 an hour with a one-hour minimum.

4.4 For large events/tournaments the City may be able to provide staffing and/or equipment. Any additional equipment, materials or staffing requested by applicant, and provided by the City, shall be at the expense of the applicant. Users must submit sixty days prior a Special Events Permit for each Tournament.

**FEE SCHEDULE:**

**Second Priority:**

\* Everett School District - In conjunction with the interlocal agreement between Everett School District and City of Mill Creek, there will be no charge for Everett School District use.

<i>Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball/Softball Field	\$44	\$22	Youth - \$29
Modified Soccer Field			Adult - \$51
Field Lights	\$15	\$15	\$15

**Third Priority:**

<i>Non-Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball/Softball Field	\$65	\$44	Youth - \$51
Modified Soccer Field			Adult - \$72
Field Lights	\$15	\$15	\$15

**5. CANCELLATIONS/REFUNDS:**

5.1 An adjustment to Block Time User applications must be submitted to the City in writing and be received at least two weeks prior to the date to be adjusted in order to receive full credit for unneeded time.

5.2 Field reservations for individual groups are non-refundable except as stated in item 5.4.

5.3 The City reserves the right to limit the amount of play permitted on the fields and cancel permits in the event of adverse weather conditions or field maintenance. If the City closes a field, every attempt will be made to reschedule subject to an agreement with the user.

5.4 The City will track all City field closures. At the end of the total field use time, a refund, if applicable, will be issued to the permit holder for City mandated field closures.

**6. INSURANCE:**

6.1 Field users shall provide a Certificate of Insurance to the City prior to use except as provided in paragraph 6.4. This requirement is satisfied by providing the City with a copy of the customer's Certificate of Insurance naming the City of Mill Creek as an additional insured and a copy of the endorsement to this insurance policy, meeting the requirements in paragraph 6.2.

**6.2 Liability Insurance Requirements:**

The user shall provide evidence of commercial general liability insurance of two million dollars (\$2,000,000.00) combined, single limit per occurrence. Such insurance shall be primary over any coverage held by the City and shall name the City as an additional insured. Prior to usage of the facility, the user shall submit a copy of the insurance policy declaration page to the City as evidence of acceptable insurance coverage.

The following must be on the Certificate of Insurance:

- Location of activities must show on certificate (For example: City of Mill Creek)
- Type of activities must show on certificate (For example: Softball, Baseball, and Soccer)
- Separate Endorsement Sheet
- Dates of coverage
- Insurance carrier may FAX to the City of Mill Creek at (425) 745-9650.

6.3 Failure to provide acceptable insurance coverage prior to the first day of field use will result in loss of permission to use the fields.

6.4 The City Manager may, at his/her discretion, waive the insurance requirements for individuals or groups who use the field on a limited, short-term basis (e.g., family picnics, or non-league youth teams). If the insurance requirement is waived, a Hold Harmless agreement will be required.

**7. CONCESSION STAND:**

7.1 Groups or individuals may rent the concession stand on a monthly basis subject to availability. A Use Agreement form must be completed and submitted to the City at least two weeks prior to the date of use. A complete list of rules and regulations for use of the concession stand are available at City Hall.

7.2 To compensate for use of the concession stand for one month or longer, the user group will pay a minimum of fifteen percent (15%) of gross receipts to the City of Mill Creek each



calendar month. Payment may be negotiated by the City Manager to be received as a flat rate during the term of the agreement and may be adjusted to a percentage of the gross at the end of the concession rental. Payment shall be received by the City for each month the Concessionaire operates the Concession Stand and within fifteen days of the Concessionaire receiving an invoice. A late charge of 10 percent of the sum due and owing each month shall be assessed by the City and shall be immediately due and payable by the Concessionaire if the fees are not received in full and when due.

The term "gross receipts" means the value accruing from the sale of goods without any deduction for costs of products sold, material used, labor, or other expenses. It excludes monies collected as Washington State Sales Taxes. All payments shall be made to the following:

Attn: Finance Department  
City of Mill Creek  
15728 Main Street  
Mill Creek, Washington 98012

7.3 A monthly utility fee of \$50.00 will be charged to the user.

7.4 A written statement of daily gross receipts on forms provided by the City shall accompany each payment. The user group shall submit any other information requested by the City for evaluation and monitoring purposes; and shall, at all times, keep records available for audit by an authorized representative of the City of Mill Creek.

7.5 No user will subcontract outside vendors to allow sales of merchandise without prior approval from the City.

7.6 No user shall make modifications to the Concession Stand without prior approval from the City.

**8. RULES AND REGULATIONS:**

Failure to comply with rules and regulations may result in cancellation of use, forfeiture of fees, and/or suspension of team/league from using the park.

8.1 Alcoholic beverages are prohibited.

8.2 Beverages, food of any kind (including seeds and gum) are prohibited on the artificial turf field and dugouts. Plain water is permitted.

8.3 Pets are prohibited on the artificial turf field and the dugouts.

8.4 Smoking and Tobacco use are prohibited.

- 8.5 Metal cleats or spikes are prohibited.
- 8.6 League Teams may not use ball fields unless pre-scheduled.
- 8.7 No subleasing the field.
- 8.8 Games and or practices shall not start before 8:00 a.m. and all activity shall conclude by 10:00 p.m. NO EXCEPTIONS. No teams will be allowed in the park prior to 8:00 a.m.
- 8.9 Permittee must designate a Responsible Party for all field rentals. This person is directly responsible for informing team coaches, representatives, and participants of the Mill Creek Sports Park policy and for ensuring payment of all fees assessed for field rentals and usage.
- 8.10 Use of peripheral items or equipment such as scoreboard controls or P.A. systems must be requested in advance and authorized individuals identified in the request. Permission to use or operate these items must be pre-approved and authorized by City staff.
- 8.11 The City of Mill Creek reserves the right to cancel any event or to close the park. Closure of the park may be the result of an emergency, severe weather, vandalism, maintenance, adverse playing conditions or damage that could cause safety concerns.
- 8.12 Baseball/Softball Users are responsible for ensuring that individual teams clean up their respective dugouts after each practice/game and rake or sweep the dirt from the artificial turf back on to the mound after each game. The mound must be covered after the last scheduled practice/game of each day.  
Soccer Users are responsible for ensuring that individual teams clean up the field after each practice/game.
- 8.13 Litter Control – User groups will be held responsible for litter left after practices, games and tournaments. Maintenance staff will monitor and report abuses of this policy to the Recreation Supervisor. Serious or repeated offenses by facility users may result in loss of field privileges. Maintenance or cleaning fees will be assessed to the facility user at \$45.00 per hour if deemed necessary by the City.
- 8.14 Field Lights will be turned off at 10:00 p.m. (unless an earlier time has been agreed upon by City and user) All activities, including cleanup, must be completed by this time. Please schedule games and practices accordingly.
- 8.15 The City of Mill Creek is not responsible for any personal property loss, damage to vehicles, etc.
- 8.16 Users who ignore the field closure signs will be in violation of MCMC 12.12.150 Ordinance 2003-569 and subject to penalties.

8.17 These rules and regulations are in compliance with Ordinance No. 2003-569 as passed by the Mill Creek City Council on May 13, 2003.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by a vote of \_\_\_\_ for, \_\_\_\_ against, and \_\_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
MAYOR MIKE TODD

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK KELLY M. CHELIN

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY SHANE MOLONEY

GAEXECUTIVEWPPOLICY2012 Scheduled Use of Mill Creek Sports Park Policy.doc



**Updated Fee Schedule for Mill Creek Sports Park  
Effective January 1, 2019**

*The following fee schedule amends the fee schedule identified in CCP 13-003, Section 4.*

**FEE SCHEDULE:**

**Second Priority:**

\* Everett School District - In conjunction with the interlocal agreement between Everett School District and City of Mill Creek, there will be no charge for Everett School District use.

<i>Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball / Softball Field, Modified Soccer Field	\$50	\$28	Youth \$35 Adult \$57
Field Lights	\$20	\$20	\$20

**Third Priority:**

<i>Resident Outdoor Athletic Facility (hourly rates)</i>	<i>Adult</i>	<i>Youth</i>	<i>Tournaments/Camps with Participation Fee</i>
Baseball / Softball Field, Modified Soccer Field	\$65	\$50	Youth \$51 Adult \$72
Field Lights	\$20	\$20	\$20



Agenda Item #   D  

Meeting Date: December 11, 2018

**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: 35<sup>TH</sup> AVENUE SE RECONSTRUCTION PROJECT  
ADDENDUM NO. 8 TO CONTRACT 2013-1091  
(CONTRACT FOR PROFESSIONAL SERVICES)**

**PROPOSED MOTION:**

Authorize the City Manager to execute Addendum No. 8 to Contract 2013-1091 for professional services with KPFF Consulting Engineers in an amount not to exceed \$15,000.

**KEY FACTS AND INFORMATION SUMMARY:**

The City of Mill Creek executed a contract for professional services with KPFF Consulting Engineers in February 2014. The contract included design services to reconstruct 35<sup>th</sup> Ave. SE on a pin pile-supported slab. Other work included placement of cellular concrete fill, modular block walls, storm drainage improvements, pavement, sidewalks and maintenance of traffic. The project was advertised and the construction contract was awarded by Council on April 24<sup>th</sup> to Harbor Pacific Contractors.

Although the project is currently in the construction phase, KPFF is the engineer of record for the project. A summary of the tasks included in Addendum 8 include:

- Respond to Requests for Information (RFIs) submitted by Harbor Pacific Contractors
- On-site meetings

KPFF’s current contract budget is \$509,696.

<b>Item</b>	<b>Amount</b>	<b>Purpose</b>
Original Contract	\$423,000	
Addendum 1	\$36,752	Additional scope
Addendum 2	\$10,944	Additional scope
Addendum 3	\$0	Time extension
Addendum 4	\$0	Time extension
Addendum 5	\$0	Time extension
Addendum 6	\$19,000	Additional scope
Addendum 7	\$20,000	Additional scope
Addendum 8	\$15,000	Additional scope
Total	\$524,696	

Construction of the 35<sup>th</sup> Ave. SE Reconstruction Project is began in June 2018. All pin piles have been installed, two 54 inch culverts have been removed and bridge deck slabs have been installed. The project is scheduled to be completed in March 2019.

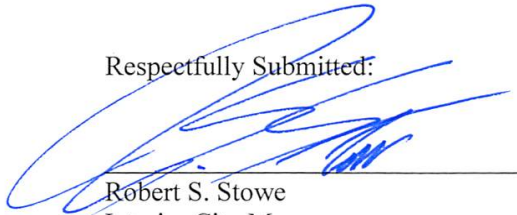
**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to execute Addendum 8 to Contract 2013-1091 for professional services with KPFF Consulting Engineers in an amount not to exceed \$15,000.

**ATTACHMENTS:**

Attachment A: Supplemental Scope of Services and Fee (Addendum No. 8)

Respectfully Submitted:



Robert S. Stowe  
Interim City Manager

**CITY OF MILL CREEK  
ADDENDUM NO. 8  
TO CONTRACT 2013 – 1091  
CONTRACT FOR PROFESSIONAL SERVICES  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION PROJECT**

**1. Parties**

1.1 This Addendum No. 8 (hereinafter Addendum) to the Contract for Professional Services is entered into this \_\_\_\_ day of December 2018, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and KPFF Consulting Engineers, 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101 (hereinafter Consultant).

**2. Recitals**

2.1 The parties have previously entered into a Contract for Professional Services for the design of the 35<sup>th</sup> Avenue SE Reconstruction on February 14, 2014, (hereinafter Original Agreement) and wish to continue their relationship with some 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.

**3. Addendum to Contract**

3.1 The last sentence of paragraph 10.1 of the Original Agreement is amended to read as follows:

The total cumulative payment(s) shall not exceed a maximum amount of Five Hundred Twenty-Four Thousand Six Hundred Ninety-Six Dollars (\$524,696.00) (“Total Price”).

3.2 Exhibit A of the Original Agreement are supplemented with the attached Exhibit A for additional construction support services.

**4. General Provisions**

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.


4.2 Original Agreement Retained. Except as specifically modified herein, 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.

**CITY OF MILL CREEK**

**KPFF CONSULTING ENGINEERS**

\_\_\_\_\_  
Robert S. Stowe, Interim City Manager

\_\_\_\_\_  
Name:

Associate  
Title:

**ATTEST:**

\_\_\_\_\_  
Gina Pfister, Acting City Clerk

**ATTACHMENTS:**

Attachment A: Supplemental Scope of Services



**EXHIBIT A  
SUPPLEMENTAL SCOPE OF SERVICES**

**City of Mill Creek  
SE 35<sup>th</sup> Ave. Reconstruction Project  
Construction Support Services**

**ADDENDUM NO. 8**

**AMENDED SCOPE OF SERVICES & TASKS**

The Scope of Services per signed "Contract for Professional Services" between The City of Mill Creek and KPFF, Inc. dated February 12, 2014 shall be amended to include the following task(s):

***NEW TASK 15.0 CONSTRUCTION SUPPORT SERVICES***

The KPFF design team will continue to provide civil and structural construction support services on an as-needed basis during the course of the construction. These services will be provided in accordance with standard engineering practice on a time and materials basis.

***TASK NO. 15.02 RESPOND TO RFIS***

The Consultant team will be available to respond in a timely manner to Contractor RFI's during construction as deemed necessary by the City.

***TASK NO. 15.03 REVIEW SUBMITTALS***

The Consultant team will be available to review the Contractor's submittals. We have assumed that the City and its Construction Management Team will take the lead in reviewing submittals and submit to KPFF for review only as needed to provide assistance.

**Assumptions:**

- KPFF will not be providing as-built record drawings, as these will be provided by the Contractor.

**ADDITIONAL FEES**

Total fees associated with this additional scope of services will be performed on a time and materials basis as directed by the City or its agents and shall not exceed \$15,000.00

**END OF ADDENDUM 8**



Agenda Item # E  
Meeting Date: December 11, 2018

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: 35<sup>TH</sup> AVENUE SE RECONSTRUCTION PROJECT  
ADDENDUM NO. 1 AND ADDENDUM NO. 2 TO CONTRACT  
2018-1405 (CONTRACT FOR PROFESSIONAL SERVICES)**

### **PROPOSED MOTION:**

Authorize the City Manager to execute Addendum No. 1 and Addendum No. 2 to Contract 2018-1405 for professional services with Gray & Osborne, Inc. in an amount not to exceed \$99,183.

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

The 35th Avenue SE Reconstruction Project began construction by Harbor Pacific Contractors on June 18, 2018. The project will address the chronic settlement and flooding between 141st Street SE and 144th Street SE (project length is approximately 1,000 feet). The roadway is being reconstructed on a pin pile-supported slab that will prevent future settlement. Other work includes placement of cellular concrete fill, modular block walls, storm drainage improvements, pavement, sidewalks and maintenance of traffic. The width and alignment of the roadway will not change.

On July 24<sup>th</sup>, Council authorized Change Order No. 2 for purposes of having Harbor Pacific Contractors remove two 54-inch culverts as a part of the 35<sup>th</sup> Ave. SE Reconstruction Project in an amount not to exceed \$998,500.

#### Addendum No. 1

The purpose of Addendum No. 1 to Contract 2018-1405 for professional services with Gray & Osborne, Inc. is related to Change Order 2 (removal of two 54- inch culverts that convey water from Thomas Lake to Penny Creek) as follows:

- Construction management and inspection service related to Change Order 2:
  - a. Negotiate Change Order with Contractor and review change order with City staff.
  - b. Provide submittal review of shoring, bypass pumping and dewatering system.
  - c. Provide construction inspection and documentation services to include tracking force account work as required.

- d. Prepare Change Order for differing site conditions.
- Natural Resources and Permitting Support
    - a. Collect additional stream measurements in the field and refine the hydraulic analysis to generate anticipated range of summer streamflow and contractor use in planning stream by bypass. Produce summary report.
    - b. Coordinate with City's prime design consultant to finalize exhibits.
    - c. Coordinate with Corps to confirm that the stream daylighting will not trigger additional Corps review.
    - d. Coordinate with WDFW (Washington Department of Fish and Wildlife) to submit modification request to obtain an updated HPA (Hydraulic Project Approval).
    - e. Coordinate with WDFW and submit documentation for two HPA extensions.

Addendum No. 2

The purpose of Addendum No. 2 to Contract 2018-1405 for professional services with Gray & Osborne, Inc. is related to additional pin pile support services as follows:

- Project Management  
Additional project management support services are required to manage the subconsultant and respond to Contractor's letters regarding perceived obstructions.
- Structure Survey  
At the request of the City provide structure survey to verify Contractor's installation of structures.
- Geotechnical Services (Shannon and Wilson, Inc)  
Additional geotechnical support services are required due to the duration of the pin pile driving operations, attending meetings and providing guidance due to the installation method selected by the Contractor. The Consultant's contract assumed the 504 pile would be installed in approximately 30 days (17 piles/day). The Contractor's installation rate was less than 10 piles/day.

With the execution of Addendum 1 and Addendum 2, the total contract amount for professional services with Gray & Osborne, Inc. on the 35<sup>th</sup> Ave. SE Reconstruction Project is a not to exceed amount of \$710,483 as summarized in Table 1. Additionally, both addendums extend the contract to September 30, 2019 unless extended or terminated earlier by the City pursuant to the terms and conditions of the Agreement.

Table 1. Gray & Osborne Contract breakdown (35<sup>th</sup> Ave. SE Reconstruction Project)

<b>Item</b>	<b>Amount</b>
Original Contract (executed on March 6, 2018)	\$611,300
Addendum 1	\$51,820
Addendum 2	\$47,363
Total Contract Amount	\$710,483

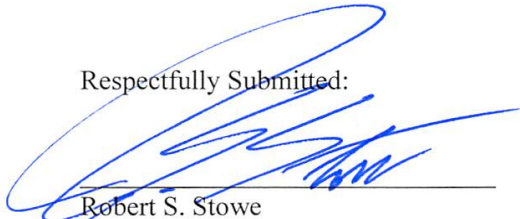
**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to execute Addendum 1 in an amount not to exceed \$51,820 and Addendum 2 in an amount not to exceed \$47,363 to Contract 2018-1405 for professional services with Gray & Osborne. Additionally, both addendums extend the contract to September 30, 2019 unless extended or terminated earlier by the City pursuant to the terms and conditions of the Agreement.

**ATTACHMENTS:**

Attachment: Addendum No. 1 to Contract 2018-1405 Contract for Professional Services – 35<sup>th</sup> Avenue SE Reconstruction Project and Addendum No. 2 to Contract 2018-1405 Contract for Professional Services – 35<sup>th</sup> Avenue SE Reconstruction Project

Respectfully Submitted:

  
\_\_\_\_\_  
Robert S. Stowe  
Interim City Manager

**CITY OF MILL CREEK  
ADDENDUM NO. 1  
TO CONTRACT 2018 – 1405  
CONTRACT FOR PROFESSIONAL SERVICES  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION PROJECT**

**1. Parties**

1.1 This Addendum No. 1 (hereinafter Addendum) to the Contract for Professional Services is entered into this \_\_\_ day of December 2018, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and Gray & Osborne, Inc., at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (hereinafter Consultant).

**2. Recitals**

2.1 The parties have previously entered into a Contract for Professional Services for the construction management of the 35<sup>th</sup> Avenue SE Reconstruction on March 20, 2018, (hereinafter Original Agreement) and wish to continue their relationship with some 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.

**3. Addendum to Contract**

3.1 The first sentence of paragraph 4.1 of the Original Agreement is amended to read as follows:

All required Work and services specified in the terms and conditions of this Agreement shall be completed by September 30, 2019 unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement.

3.2 The last sentence of paragraph 10.1 of the Original Agreement is amended to read as follows:

The total cumulative payment(s) shall not exceed a maximum amount of Six Hundred Sixty-Three Thousand One Hundred Twenty Dollars (\$663,120.00) ("Total Price").

3.3 Exhibits A, B and C of the Original Agreement are supplemented with the attached Exhibits A-1, B-1 and C-1 for additional construction management and inspection services.

4. **General Provisions**

4.1 **Entire Agreement.** This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 **Original Agreement Retained.** Except as specifically modified herein, 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.

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

\_\_\_\_\_  
Robert S. Stowe, Interim City Manager

\_\_\_\_\_  
Michael B. Johnson, P.E.

President

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

ATTEST:

\_\_\_\_\_  
Gina Pfister, Acting City Clerk

ATTACHMENTS:

EXHIBIT A-1:

Supplemental Scope of Services

EXHIBIT B-1:

Revised Project Schedule

EXHIBIT C-1:

Supplemental Cost Summary

**EXHIBIT A-1**

**SCOPE OF WORK**

**CITY OF MILL CREEK  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
AMENDMENT 1 – CHANGE ORDER 2 REMOVE TWO 54-INCH CULVERTS**

The Consultant will provide construction management and inspection service related to Change Order 2. Change Order 2 provides for the removal of two 54-inch culverts, under 35<sup>th</sup> Avenue SE, that convey water from Thomas Lake to Penny Creek. Since the HPA permit for the project requires the initiation of culvert removal in 2021 the City desires the removal of the culverts. The services provided are summarized below.

1. Construction Management and Inspection Services (Gray & Osborne, Inc.)
  - a. Negotiate Change Order with Contractor and review change order with City staff.
  - b. Provide submittal review of shoring, bypass pumping and dewatering system.
  - c. Provide construction inspection and documentation services to include tracking force account work as required.
  - d. Prepare Change Order for differing site conditions.
2. Natural Resources and Permitting Support
  - a. Collect additional stream measurements in the field and refine the hydraulic analysis to generate anticipated range of summer streamflow and contractor use in planning stream by bypass. Produce summary report.
  - b. Coordinate with City's prime design consultant to finalize exhibits.
  - c. Coordinate with Corps to confirm that the stream daylighting will not trigger additional Corps review.
  - d. Coordinate with WDFW to submit modification request to obtain an updated HPA.
  - e. Coordinate with WDFW and submit documentation for two HPA extensions.

(October 31, 2018)

Page 1 of 1

**EXHIBIT B-1**

**PROJECT SCHEDULE**

**CITY OF MILL CREEK  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION  
CONSTRUCTION MANAGEMENT AND INSPECTION**

The project schedule will be the 35<sup>th</sup> Avenue SE Reconstruction Contractor's progress schedule.

(October 31, 2018)

Page 1 of 1



**EXHIBIT C-1**

**ENGINEERING SERVICES  
COST SUMMARY**

*35th Avenue SE Reconstruction - Construction Management and Inspection  
Amendment 1 - Change Order 2 - Remove Two 54-Inch Culverts*

Tasks	Principal/ Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Structural Eng. Hours	Resident Eng. Hours
<b>1 Construction Management and Inspection</b>					
Negotiate Change Order	34				
Submittal Review	16		11	6	
Inspection	16				140
Differing Site Conditions	28	7			
<b>2 Natural Resources and Permitting Support</b>	2				
Hour Estimate:	96	7	11	6	140
Direct Labor Cost Billing Rate Range:	\$33 to \$57	\$33 to \$45	\$30 to \$39	\$31 to \$52	\$38 to \$52
Estimated Hourly Rates:	\$57	\$39	\$30	\$45	\$52
Direct Labor Cost:	\$5,472	\$273	\$330	\$270	\$7,280

Subtotal Direct Labor:	\$ 13,625
Indirect Costs (180%):	\$ 24,525
Total Labor Cost:	\$ 38,150
Fee (15%):	\$ 5,723
Subtotal Labor & Fees:	\$ 43,873
Direct Non-Salary Cost:	
Expenses (Mileage @ Current IRS Rate)	\$ 492
Subconsultant:	
Shannon and Wilson (Permitting)	\$ 6,777
Subconsultant Overhead (10%)	\$ 678
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 51,820</b>

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

**CITY OF MILL CREEK  
ADDENDUM NO. 2  
TO CONTRACT 2018 – 1405  
CONTRACT FOR PROFESSIONAL SERVICES  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION PROJECT**

**1. Parties**

1.1 This Addendum No. 2 (hereinafter Addendum) to the Contract for Professional Services is entered into this \_\_\_\_ day of December 2018, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and Gray & Osborne, Inc., at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144 (hereinafter Consultant).

**2. Recitals**

2.1 The parties have previously entered into a Contract for Professional Services for the construction management of the 35<sup>th</sup> Avenue SE Reconstruction on March 20, 2018, (hereinafter Original Agreement) and wish to continue their relationship with some 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.

**3. Addendum to Contract**

3.1 The first sentence of paragraph 4.1 of the Original Agreement is amended to read as follows:

All required Work and services specified in the terms and conditions of this Agreement shall be completed by September 30, 2019 unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement.

3.2 The last sentence of paragraph 10.1 of the Original Agreement is amended to read as follows:

The total cumulative payment(s) shall not exceed a maximum amount of Seven Hundred Ten Thousand Four Hundred Eighty-Three Dollars (\$710,483.00) ("Total Price").

3.3 Exhibits A, B and C of the Original Agreement are supplemented with the attached Exhibits A-2, B-2 and C-2 for additional construction management and inspection services.

4. **General Provisions**

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, 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.

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

\_\_\_\_\_  
Robert S. Stowe, Interim City Manager

\_\_\_\_\_  
Michael B. Johnson, P.E.

President

Title:

ATTEST:

\_\_\_\_\_  
Gina Pfister, Acting City Clerk

ATTACHMENTS:

EXHIBIT A-2:

EXHIBIT B-2:

EXHIBIT C-3:

Supplemental Scope of Services

Revised Project Schedule

Supplemental Cost Summary

**EXHIBIT A-2**

**SCOPE OF WORK**

**CITY OF MILL CREEK  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
AMENDMENT 2 – ADDITIONAL PIN PILE SUPPORT SERVICES**

The Consultant will provide project management, structure survey, and geotechnical support services.

1. **Project Management**

Additional project management support services are required to manage the subconsultant and respond to Contractor's letters regarding perceived obstructions.

2. **Structure Survey**

At the request of the City provide structure survey to verify Contractor's installation of structures.

3. **Geotechnical Services (Shannon and Wilson, Inc)**

Additional geotechnical support services are required due to the duration of the pin pile driving operations, attending meeting and providing guidance due to the installation method selected by the Contractor. The Consultant's contract assumed the 504 pile would be installed in approximately 30 days (17 piles/day). The Contractor's installation rate is less than 10 piles/day.

**EXHIBIT B-2**

**PROJECT SCHEDULE**

**CITY OF MILL CREEK  
35<sup>TH</sup> AVENUE SE RECONSTRUCTION  
CONSTRUCTION MANAGEMENT AND INSPECTION**

The project schedule will be the 35<sup>th</sup> Avenue SE Reconstruction Contractor's progress schedule.

(October 31, 2018)

Page 1 of 1

**EXHIBIT C-2**

**ENGINEERING SERVICES  
COST SUMMARY**

*35th Avenue SE Reconstruction - Construction Management and Inspection  
Amendment 2 - Additional Pin Pile Support Services*

Tasks	Principal/ Project Manager Hours	Project Eng. Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	16			
2 Structure Survey	1	4	16	29
Hour Estimate:	17	4	16	29
Direct Labor Cost Billing Rate Range:	\$33 to \$57	\$33 to \$45	\$35 to \$42	\$50 to \$66
Estimated Hourly Rates:	\$57	\$39	\$43	\$54
Direct Labor Cost:	\$969	\$156	\$688	\$1,566

Subtotal Direct Labor:	\$ 3,379
Indirect Costs (180%):	\$ 6,082
Total Labor Cost:	\$ 9,461
Fee (15%):	\$ 1,419
Subtotal Labor & Fees:	\$ 10,880
Direct Non-Salary Cost:	
Expenses (Mileage @ Current IRS Rate)	\$ 207
Subconsultant:	
Shannon and Wilson (Geotechnical )	\$ 32,978
Subconsultant Overhead (10%)	\$ 3,298
<b>TOTAL ESTIMATED COST:</b>	<b>\$ 47,363</b>

\* Actual labor cost will be based on each employees actual rate, estimated rates are for determining total estimated cost only.

SHANNON & WILSON, INC.

**COST ESTIMATE**

Proposal No.: 21-2-65140-001

Project: 35th Avenue SE Construction Support

Client: Gray & Osborne

By: MWP

1/10/2018

	Direct Labor Rate	Quantity	Subtotal	*OH & Profit	Burdened Rate	Subtotal
<b>AMENDMENT to TASK 2: Geotechnical Support</b>						
<b>Sub-task 2.1: Review Submittals, RFIs and Correspondence</b>						
MWP Vice President	\$65.67 /hr	8 hrs	\$525.36	\$1,142.97	\$1,668.33	\$1,668
<b>Sub-task 2.2: Observation of Pile Driving</b>						
Vice President	\$65.67 /hr	40 hrs	\$2,626.80	\$5,714.87	\$8,341.67	
Professional I	\$27.50 /hr	263 hrs	\$7,232.50	\$15,735.03	\$22,967.53	
						\$31,309
						\$32,978
<b>TOTAL LABOR ESTIMATE</b>						\$32,978



Agenda Item # F  
Meeting Date: December 11, 2018

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: EXPLORATION PARK –AWARD CONSTRUCTION CONTRACT**

### **PROPOSED MOTION:**

Authorize the City Manager to execute a contract with McClure and Sons, Inc. for the construction of the Exploration Park Project in an amount not to exceed \$1,024,944.77.

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

In 2006, in conjunction with the development of the North Pointe subdivision, the developer dedicated a one-acre parcel to the City for neighborhood park land in lieu of park mitigation fees. In 2016, the City's Parks and Recreation Board worked with staff and several members of the Design Review Board to develop design concepts. The Parks and Recreation Board recommended the Natural Play Park design concept to the Council at their regular meeting on September 27, 2016, and the Council adopted the master plan. From 2016 through 2018, the City contracted with consultants for geotechnical studies to prepare the design and construction documents and to advertise the project for bid.

The project was first advertised in April 2018. Two bids were opened on April 30<sup>th</sup> with the lowest bid at \$1,306,228. Both bids were above the engineer's estimate and exceeded the project's construction budget at the time of \$600,000. That is, \$500,000 as identified in 2017-2026 CIP (Capital Improvement Plan) and an additional contribution of \$100,000 from Snohomish County for purposes of including a new playground structure in the project.

Council rejected both bids at their July 24<sup>th</sup> meeting and directed staff to "breakdown" the project so that Council could choose to award certain portions of the project. The project contract documents were prepared to include four schedules that included a base bid and three alternates as follows:

- Base Bid (Schedule A):  
Grading, drainage, irrigation, planting, lawn, picnic tables, bike racks, internal pathways and perimeter ADA compliance.
- Hillside Play (Schedule B):  
This is the aspect of the project that provides the natural play theme selected by the community. It includes hillside plantings, nature play, beaver den cave, rock scramble and circulation features.
- Play Area (Schedule C):  
Playground parkour play structure, balanced beam, balance steppers, basket swing, at



grade play log and angled play log. The \$100,000 contribution from Snohomish County is for purposes of including a new playground structure.

- Play Furnishings (Schedule D):  
Additional play furnishings such as manufactured climb boulder and rope climbing play furniture.

The project was advertised a second time on November 6<sup>th</sup> and bids were opened on November 28<sup>th</sup>. Five bids were received as summarized in Table 1.

Table 1. Exploration Park Bids (November 28, 2018)

Bid Item			Engineer's Estimate	McClure & Sons	Ohno Construction	Colacurcio Brothers	Welwest Construction	A-1 Lanscaping & Construction
ITEM NO	ITEM	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Base Bid (Schedule A)	LS	\$650,134.00	\$648,392.00	\$640,000.00	\$660,000.00	\$1,007,000.00	\$1,245,000.00
2	Hillside Play (Schedule B)	LS	\$374,157.00	\$200,000.00	\$292,000.00	\$386,000.00	\$180,000.00	\$245,600.00
3	Play Area (Schedule C)	LS	\$149,761.00	\$80,000.00	\$124,000.00	\$134,000.00	\$173,500.00	\$21,400.00
4	Added Play (Schedule D)	LS	\$67,190.00	\$114,000.00	\$136,000.00	\$199,000.00	\$150,000.00	\$10,000.00
<b>Subtotal</b>			\$1,241,242.00	\$1,042,392.00	\$1,192,000.00	\$1,379,000.00	\$1,510,500.00	\$1,522,000.00
<b>Tax 10.4%</b>			\$129,089.17	\$108,408.77	\$123,968.00	\$143,416.00	\$157,092.00	\$158,288.00
<b>TOTAL</b>			<b>\$1,370,331.17</b>	<b>\$1,150,800.77</b>	<b>\$1,315,968.00</b>	<b>\$1,522,416.00</b>	<b>\$1,667,592.00</b>	<b>\$1,680,288.00</b>

As identified in the project specifications, the successful bidder was the bidder submitting the lowest responsible bid for the preferences listed in Table 2 which is within the amount of funds available for the project. Per the adopted 2019-2024 Capital Improvement Plan, the construction phase budget is \$1,300,000. This includes a \$100,000 contribution by Snohomish County for a new playground structure.

Table 2. Exploration Park Basis of Award

Ranking	Schedules				Total Cost
Preference 1	A	B	C	D	\$1,150,800.77
<b>Preference 2</b>	A	B	C		<b>\$1,024,944.77</b>
Preference 3	A		C	D	\$930,000.77
Preference 4	A		C		\$804,144.77
Preference 5	A	B			\$936,624.77
Preference 6	A				\$715,824.77

**Funding**

Staff has received a scope and fee from KPFF Consulting Engineers for construction administration to include review of contractor materials submittals, inspection, monitor construction progress and process contract payment requests. Their construction administration fee is \$115,924. Additionally, MIG/SVR will need to be retained for design support services

during construction. Hence, the total estimated construction cost is \$1,253,939.25 as shown in Table 3.

Table 3. Construction Phase Total Cost Estimate

Item	Contract	Amount
1	McClure and Sons, Inc.	*\$1,024,944.77
2	KPFF	\$115,924
3	Contingency	\$113,994.48
Total		\$1,253,939.25

\*Schedule D (Play Furnishings) not included.

The total construction contract time is 100 working days and construction is planned to begin in Spring 2019 when temperatures are more conducive for grading and excavation. Staff has checked references and information included in the supplemental bidder responsibility forms and has confirmed that McClure and Sons, Inc. is the lowest responsible bidder.

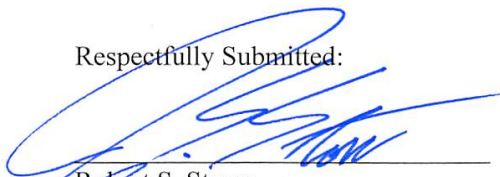
**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager, to execute a contract with McClure and Sons, Inc. for construction of the Exploration Park Project in an amount not to exceed \$1,024,944.77 to include Schedule A (Base Bid), Schedule B (Hillside Play) and Schedule C (Play Area).

**ATTACHMENTS:**

Attachment: Contract 2018-X Construction Contract –McClure and Sons, Inc.

Respectfully Submitted:



Robert S. Stowe  
Interim City Manager

*Please note that because this is a construction project the contract itself consists of the contract document that incorporates the call for bids, the contractor’s proposal, including bid schedules, information required of bidder, proposal bond and all required certificates and affidavits, the performance bond, the Public Works Payment Bond, the contract provisions included within the bid package, the plans and specifications, addendums and future change orders. The entire package has been reviewed by staff, our consulting engineers and City Attorney’s Office prior to bid. Due to the size and technical nature of these documents, they are not included as part of this agenda item; however, the contract template included in the bid package that incorporates the aforementioned documents is included as a reference. When the contract is formally authorized by Council, the staff, consulting engineers and contractor will effectuate the various provisions of the documents.*

**CONTRACT**

THIS AGREEMENT is entered into by and between the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Contracting  
Agency) and \_\_\_\_\_ (hereinafter called the  
Contractor).

The Contracting Agency and the Contractor agree as follows:

**ARTICLE 1. WORK.**

The proposed project will construct improvements to the existing park to provide amenities on a scale typical of a neighborhood park. The existing parking for the park will remain and no additional parking is proposed. After an extensive public involvement process, the Parks and Recreation Board recommended, and the City Council adopted a conceptual natural play park design. This project's improvements will include a new concrete walking path around the park perimeter and to the top of a new earthen berm, natural play features like large logs, climbing rocks, a tunnel through a berm and a slide built into the berm, park benches, new shade trees, and maintain roughly half the park area as an open informal play lawn. Work includes site demolition, site grading, storm drainage utilities, lawn and play area underdrains, concrete paths, ADA ramps, ADA routes of travel, ADA plazas, site play furnishings, custom shotcrete features, wood fiber and rubber safety surfacing, and landscape improvements including plantings, design-build irrigation, signage and miscellaneous items as further shown, described, and indicated in the Contract Documents.

**ARTICLE 2. CONTRACT TIME.**

The Contractor shall physically complete the Work within 100 working days (the Physical Completion Date).

**ARTICLE 3. LIQUIDATED DAMAGES.**

The Contracting Agency and the Contractor recognize that time is of the essence and that the Contracting Agency will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Contracting Agency if the Work is not completed within the time allowed in the Contract. Accordingly, instead of requiring any such proof, the Contracting Agency and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Contracting Agency in accordance with Section 1-08.9 of the Standard Specifications for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

A-1

827476.1/014455.00065

AGREEMENT – Continued

**ARTICLE 4. CONTRACT PRICE.**

The Contracting Agency shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

**ARTICLE 5. CONTRACT.**

The Contract, which comprises the entire agreement between the Contracting Agency and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, dated 11/5/2018, including the 2016 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of \_\_\_\_\_ sheets, as listed in the index on sheet G0.0 of the Plans;
- Addenda numbers \_\_\_\_\_, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

**ARTICLE 6: MISCELLANEOUS.**

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.  
\_\_\_\_\_  
(Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Contracting

**PERFORMANCE BOND**  
to City of Mill Creek, WA

Bond No. \_\_\_\_\_

The CITY OF MILL CREEK, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as EXPLORATION PARK, Project No. 17-PARK-03, in SNOHOMISH COUNTY, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

<b>PRINCIPAL</b>		<b>SURETY</b>	
_____	Date	_____	Date
Principal Signature		Surety Signature	
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:  
  
\_\_\_\_\_  
City Attorney, City of Mill Creek    Date

DOT Form 272-002A EF  
8/2012

**PUBLIC WORKS PAYMENT BOND**

to City of Mill Creek, WA

Bond No. \_\_\_\_\_

The CITY OF MILL CREEK, Washington, (City or County) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as EXPLORATION PARK, Project No. 17-PARK-03, in SNOHOMISH COUNTY, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney, City of Mill Creek

\_\_\_\_\_  
Date



Agenda Item #: G

Meeting Date: December 11, 2018

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: ORDINANCE AMENDING MCMC CHAPTER 5.04 BUSINESS LICENSES TO IMPLEMENT CHANGES MANDATED BY THE STATE LEGISLATURE AND PROPOSING MINOR HOUSEKEEPING AMENDMENTS.**

**PROPOSED MOTION:**

Motion to adopt Ordinance 2018-\_\_\_\_\_ to amend Mill Creek Municipal Code (MCMC) Chapter 5.04 – Business Licenses.

**KEY FACTS AND INFORMATION SUMMARY:**

Earlier this year the state legislature adopted EHB 2005, which is intended to simplify the administration of municipal general business licenses for the applicant and improve the business climate. The legislation required three distinct actions by those cities and towns with either business licenses requirements and/or local B&O tax regulations. These requirements are as follows:

1. Cities and towns may only impose licensing requirements upon individuals or companies “engaging in business within the city.” The definition of “engaging in business,” which was based on the model ordinance for B&O taxes, must be included in the City Code. The definition also sets forth examples of activities that are considered “engaging in business,” as well as business activities that do not require licensing.
2. For businesses that engage in business within the city but are not physically located within the city, the ordinance establishes a minimum dollar threshold below which the businesses are partially or fully exempted from licensing requirements. The minimum threshold of business activity in the ordinance is \$2,000, although cities may adopt a higher threshold if desired.
3. This legislation also requires all cities and towns with business licenses to administer their business licensing through the state’s business license system (BLS) by 2022 or through the FileLocal system by 2020.

Cities and towns with general business licensing requirements must adopt the language from the model ordinance by January 1, 2019 (RCW 35.90.090). Any city or town that does not adopt the model ordinance by the deadline is prohibited from enforcing its general business licensing requirements until it adopts the model ordinance provisions.

City Council Agenda Summary  
Page 2

Although the changes required by the state legislature only address a couple of specific provisions of the business licensing ordinance, staff also took the time to review the rest of the business license requirements and fees and is proposing a couple of housekeeping changes.

**CITY MANAGER RECOMMENDATION:**

Adopt the attached Ordinance amending MCMC Chapter 5.04

**ATTACHMENTS:**

Proposed Ordinance

Respectfully Submitted:

---

Robert S. Stowe  
Interim City Manager



**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON,  
AMENDING MILL CREEK MUNICIPAL CODE CHAPTER 5.04  
RELATING TO BUSINESS LICENSES; AND ESTABLISHING AN  
EFFECTIVE DATE.**

---

WHEREAS, in the 2017 session, the State Legislature passed Engrossed House Bill (EHB) 2005, now codified as Chapter 35.90 RCW, requiring Washington cities and towns with business license regulations to create a model business license ordinance with a minimum threshold for when a license should be required for out-of-city businesses and a definition of "engaging in business"; and

WHEREAS, in response to business community concerns about the level of the threshold, the committee proposed setting the threshold at \$2,000 per year in the city for businesses without a location in the city; and

WHEREAS, the City staff has reviewed MCMC Chapter 5.04 in its entirety, along with other business licensing processes and procedures set forth in the Mill Creek Municipal Code; and

WHEREAS, City staff has determined that changes to MCMC Chapter 5.04 are needed and appropriate to conform that chapter to EHB 2005; and

WHEREAS, the City Council finds that adoption of this Ordinance is in furtherance of the public health, safety, and welfare of the citizens of the City and within the City's police power authority;

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

Section 1. MCMC Chapter 5.04, entitled Business Licenses, is hereby amended in its entirety to read as follows:

**Chapter 5.04  
BUSINESS LICENSES**

Sections:

- 5.04.010 Definitions.**
- 5.04.020 Business license required.**
- 5.04.025 Exemptions**
- 5.04.030 Application procedure.**
- 5.04.040 Term of license.**

- 5.04.050 Procedure for renewing license.**
- 5.04.060 Fees – Time for payment – Penalty.**
- 5.04.070 Ineligible activities.**
- 5.04.080 Revocation or suspension of license – Grounds.**
- 5.04.090 Revocation or suspension of license – Process.**
- 5.04.100 Sale or transfer of business – New license required.**
- 5.04.110 Penalty for violation.**

**Legislative history: Ords. 25 and 93-300.**

**5.04.010 Definitions.**

Except as otherwise expressly declared or clearly apparent from the context in which used, the following definitions shall be applied in construing the provisions of this chapter:

A. "Person" means one or more natural persons of either sex, corporations, partnerships, associations or other entities capable of having an action at law brought against such entity, but shall not include employees of persons licensed pursuant to this chapter.

~~B. "Business" includes all services and activities engaged in with the object of pecuniary gain, benefit or advantage to the person, or to another person or class, directly or indirectly, whether part time or full time, except those business activities for which licenses or franchises are required by other ordinances of the city, and except nonbusiness activities carried on by a religious, charitable, benevolent, fraternal or social organization. For the purposes of this chapter, the owner of any apartment building containing three or more rental units shall be considered to be engaged in a "business."~~

**B. Engaging in Business**

(1) The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

(2) This section set forth below of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (1). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

(3) Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license.

(a) Owning, renting, leasing, maintaining or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.

(b) Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.

- (c) Soliciting sales.
  - (d) Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
  - (e) Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
  - (f) Installing, constructing, or supervising installation or construction of, real or tangible personal property.
  - (g) Soliciting, negotiating, or approving franchise, license, or other similar agreements.
  - (h) Collecting current or delinquent accounts.
  - (I) Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
  - (j) Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
  - (k) Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.
  - (l) Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
  - (m) Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.
  - (n) Investigating, resolving, or otherwise assisting in resolving customer complaints.
  - (o) In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
  - (p) Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.
- (4) If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City but the following, it need not register and obtain a business license.
- (a) Meeting with suppliers of goods and services as a customer.
  - (b) Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
  - (c) Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
  - (d) Renting tangible or intangible property as a customer when the property is not used in the City.
  - (e) Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple vendor event ordinances.

(f) Conducting advertising through the mail.

(g) Soliciting sales by phone from a location outside the City.

(5) A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (4).

The City expressly intends that engaging in business includes any activity sufficient to establish nexus for purposes of applying the license fee under the law and the constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

**5.04.020 Business license required.**

It is unlawful for any person to conduct, operate, engage in or practice any business in the city of Mill Creek that is conducted, operated, engaged in or practiced in whole or in part from real property located within the city, without having first obtained a business license from the city. If more than one business is conducted on a single premises, a separate license shall be required for each separate business conducted, operated, engaged in or practiced.

**5.04.025 Exemptions.**

To the extent set forth in this section, the following persons and businesses shall be exempt from the registration, license and/or license fee requirements as outlined in this chapter:

(1) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 (or higher threshold as determined by city) and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The fee-exemption threshold provided by this section does not apply to regulatory license requirements or activities that require a specialized permit.

(2) Nonbusiness activities carried on by a religious, charitable, benevolent, fraternal or social organization.

(3) Minors engaged in babysitting, newspaper delivery, lemonade stands, lawn mowing, and similar activities.

(4) Common carrier delivery of goods and services.

**5.04.030 Application procedure.**

A. No business license shall be issued or renewed except upon written application made to the city clerk. Such application shall be signed by the person who intends to conduct, operate or engage in the business for which the license is to be issued, and shall state the nature and address or addresses of the business or businesses, or proposed business or businesses, of the applicant, and such other information as may be required by the city clerk. A nonrefundable application fee in an amount equal to the first annual license fee for the business for which the license is sought shall accompany the application. In the event that the license shall be granted, the application fee shall be credited to payment of the said first annual license fee.

B. If the applicant is a partnership, the application must be made and signed by one of the partners; if a corporation, by one of the officers thereof; if a foreign corporation, partnership or nonresident individual, by the resident agent or local manager of the corporation, partnership or individual.

C. The city clerk shall forward copies of all applications for business licenses to the city manager. The city manager shall cause an investigation of the application to be made by the proper city officials and shall approve or deny the license in writing within 30 days of the date of the application unless, in the determination of the city manager, additional time is required for completion of the investigation process. If an application is denied by the city manager, the reason for denial shall be stated.

D. Neither the filing of an application for license, or the renewal thereof, nor the payment of any application or renewal fee, shall authorize a person to engage in or conduct a business until such license has been granted or renewed. (Ord. 2015-792 § 1 (Exh. A); Ord. 2008-681 §§ 1, 2)

**5.04.040 Term of license.**

All business licenses issued pursuant to the provisions of this chapter shall be valid until December 31st of the year for which they are issued, and all renewals thereafter shall be for a period of one calendar year commencing January 1st of the year for which the license is issued and terminating and expiring December 31st of the same year.

**5.04.050 Procedure for renewing license.**

All licenses to be issued pursuant to the provisions of this chapter shall be renewed by following the same procedure as required for original application.

**5.04.060 Fees – Time for payment – Penalty.**

A. The fee for each license and renewal of same required by this chapter shall be provided in Chapter [3.42](#) MCMC.

B. All businesses required to obtain licenses under this chapter shall obtain the same and pay all fees required on or before February 15th of each respective year. Any business which fails to obtain and pay the license fees within said period of time shall, in addition to any other penalties provided in this chapter, be assessed an amount equal to 50 percent of the license fee for said business as a penalty for such late application and/or payment.

~~C. Any business required to obtain a license under this chapter which does not commence business on or before July 31st of a given calendar year shall pay only one half of the annual license fee for that year and upon such payment shall be issued a license for the remaining portion of said calendar year.~~

**5.04.070 Ineligible activities.**

Notwithstanding any other provisions of this chapter, a license hereunder may not be issued to or held by any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of this code or the statutes of the state of Washington or any other applicable law or regulation. The granting

of a business license shall not authorize any person to engage in any activity prohibited by federal, state or local law or regulation.

**5.04.080 Revocation or suspension of license – Grounds.**

The city manager may, at any time, suspend or revoke any license issued under the provisions of this chapter whenever the licensee, or any officer or partner thereof:

A. Has violated any federal, state or city statute, law, regulation or ordinance upon the business premises stated in the license or in connection with the business stated in the license, whether or not the licensee, or officer or partner thereof, has been convicted in any court of competent jurisdiction of such violation;

B. Is or has conducted, engaged in or operated the business stated in the license upon premises which does not conform to this code;

C. Has maintained or permitted the business stated in the license to be conducted, engaged in or operated in such a manner as to constitute a public nuisance. (Ord. 2010-718 § 5 (Exh. E))

**5.04.090 Revocation or suspension of license – Process.**

Whenever the city manager determines that there is cause for suspending or revoking any license issued pursuant to this chapter, he shall notify the person holding said license by registered or certified mail, return receipt requested, of his determination. Notice mailed to the address on the license shall be deemed received three days after mailing. The notice shall specify the grounds for suspension or revocation. The notice shall also specify that the licensee may appeal the city manager's determination to the examiner using the procedures of Chapter [14.11](#) MCMC. The city manager's decision shall be entitled to substantial weight. (Ord. 2010-718 § 5 (Exh. E))

**5.04.100 Sale or transfer of business – New license required.**

Upon the sale or transfer of any business licensed pursuant to this chapter, the license issued to the prior owner or transferrer shall automatically expire on the date of such sale or transfer and the new owner intending to continue such business in the city of Mill Creek shall apply for and obtain a new business license pursuant to the procedures established by this chapter prior to engaging in, conducting or operating the business.

**5.04.110 Penalty for violation.**

Any person, as defined herein, and the officers, directors, managing agents, or partners of any corporation, firm, partnership or other organization or business violating or failing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and, upon conviction, shall be punished by imprisonment in jail for a term not exceeding 90 days or by a fine in an amount not less than \$250.00 and not more than \$500.00, or by both such fine and imprisonment. The minimum mandatory fine of \$250.00 shall not be suspended or deferred. In addition to the penalties hereinabove provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a public nuisance and all remedies given by law for the prevention and abatement of nuisances shall apply thereto. Further, each day that such condition or violation continues shall be regarded as a new and separate offense and shall be punished accordingly.

Section 2. The City Clerk is directed to take steps as required to implement and effectuate the terms of this Ordinance and incorporate the amendments herein into the Mill Creek Municipal Code. The City Clerk is authorized to correct scrivener's errors, internal references, and the like.

Section 3. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or situation. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. This Ordinance shall be in full force and effect five days after publication of a summary hereof consisting of the title of this Ordinance, in accordance with RCW 35A.13.200.

Passed in open meeting this 11<sup>th</sup> day of December 2018 by a vote of \_\_\_\_ for, \_\_\_\_ against, and \_\_\_\_ abstaining.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
GINA PFISTER, ACTING CITY CLERK

APPROVED AS TO FORM:

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

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

ORDINANCE NO.: \_\_\_\_\_





Agenda Item # H

Meeting Date: December 11, 2018

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM:    UPDATES TO PERSONNEL POLICIES**

#### **PROPOSED MOTION:**

Adoption of Resolution 2018-\_\_\_ to update the City's Personnel Policies.

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

An analysis and update of the City's Personnel Policies and procedures has been completed. Many of the administrative policies and procedures had not been formally updated since 1997, and were found to be inconsistent with current practice.

The amount of change necessary to bring policies and procedures in line with current practices and current state and federal law provided an opportunity to completely re-work the current policies and procedures to: 1) align them within the respective legislative and executive roles consistent with state law; and 2) create a format that is easy to understand and readily available for employees to view and acknowledge.

The proposed Personnel Policies (Policy #400-01) provides specific direction from City Council to the City Manager on items such as Pay and Classification Plan, Benefits, and other items that have historically been adopted by the City Council. It also encompasses items that have not formally been adopted by the Council, but were determined to have an impact on the City's budget, such as Holidays and Tuition Reimbursement.

The proposed Personnel Policies update also authorizes the City Manager to approve administrative procedures and guidelines through the Personnel Administration Manual that are necessary and appropriate for good governance, human resource management and required by state or federal laws.

City Council discussed the proposed policies during the December 4, 2018 study session. There was some interest expressed to have staff provide literature and information regarding various performance management systems, including the advantages and disadvantages to linking pay to performance. Staff will collect the requested information for Council review and discussion in 2019. Additionally, a new section (Section 8.1) has been added to the proposed policies that describe and promote the City's performance management program.

#### **Below is a summary of key policy changes:**

- CCP 97-005 (Exhibit B) is superseded by section 9.0 Safety. New to this policy is a budget amount to be used for the City's safety program (including projects, activities, awards, prizes, etc.). This is a requirement to be considered for AWC's WorkSafe



City Council Agenda Summary  
Page 2

Employer Award.

- CCP 08-002 (Exhibit B) reflects a merit based pay system, which was replaced in 2013 by a step and grade system. This policy is replaced by section 4.0 Pay and Classification Plan to align with the City's current practice, since 2013, for salary adjustments and annual increases. Nothing new is being added aside from the update to current practice.
- CCP 09-001 (Exhibit B) is replaced by section 5.0 Incentives and Premiums. This policy has also been updated to reflect current practice in place since 2013. The City previously calculated percentage of longevity premiums on a matrix which factored in years of service and overall performance score. The current practice gives all employees the same longevity premium percentage based on years of service alone, provided that the employee's performance is satisfactory. This policy also includes aspects of the City's Pay and Classification Plan now found in section 4.0. As previously stated, this updates the policy following the change from merit based pay to a step and grade system. Nothing new is being added aside from the update to current practice.
- CCP 12-002 (Exhibit B) is superseded by section 7.0 Benefits, which includes a more updated and comprehensive summary of the City's benefits offerings. In 2015, the City began offering a High Deductible Health Plan and accompanying Health Savings Account, which is now outlined in this updated policy. Also updated is the language on "Flexible Benefit Dollars." Beginning in 2017, only employees who have been grandfathered in to this program (hired on or before August 1, 2017) are eligible for this benefit. Nothing new is being added aside from the update to current practice, though this policy is more comprehensive of the City's total benefits offerings than the prior policy (CCP 12-002).
- Resolution 2003-325 (Exhibit C) is replaced by section 8.1 Wellness Program with no substantive policy changes.
- Resolution 91-135 (Exhibit C) is replaced by 6.4 Donation of Annual Leave. More complete procedures for this policy reside in the Personnel Administration Manual. Procedures have been updated related to Annual Leave donation to include the availability of Paid Family Leave in 2020, as well as fewer criteria for employees donating leave (Attachment B, 5.2 Annual Leave).
- Other policy sections include the following:
  - Section 6.0 Leave and Paid Time Off - This includes our Sick Leave policy which reflects current state law that took effect 01/01/2018, new language for WA Paid Family Leave which is effective 01/01/2019, and the re-titling of "Administrative Leave" to "Exempt Leave" to reduce confusion between Administrative Leave (Exempt Leave) and Paid Administrative Leave (for investigatory or disciplinary purposes). This section includes two changes from current practice:
    - The addition of WA Paid Family Leave
    - Qualifying Department Directors to receive Exempt Leave. This had been informally taken away from Directors in 2017. This policy restores the City's practice prior to 2017.

City Council Agenda Summary  
Page 3

- Section 8.2 Employee and Volunteer Recognition – Expresses support for the City’s recognition program and ties program budget to the Business Expense Policy.
- Section 8.3 Tuition Reimbursement – Designates an annual maximum amount for tuition reimbursement. This annual cap is consistent with current practice.

The Personnel Administration Manual is attached as a reference document for the Council presenting how the Proposed Council Policies will be implemented.

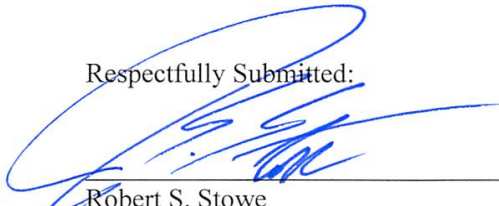
**CITY MANAGER RECOMMENDATION:**

Approve the proposed updates and consolidation of the Personnel Policies through adoption of Resolution 2018-\_\_.

**ATTACHMENTS:**

- Attachment A: Resolution 2018-\_\_
- Attachment B: Personnel Administration Manual
- Attachment C: Redline version of Policy 400-01

Respectfully Submitted:



---

Robert S. Stowe  
Interim City Manager

**RESOLUTION NO. 2018 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON, ADOPTING CITY COUNCIL POLICY 400-01 CITY OF MILL CREEK PERSONNEL POLICIES, REPEALING PRIOR INCONSISTENT POLICIES AND RESOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO ADOPT A PERSONNEL ADMINISTRATION MANUAL THAT SUPPORTS THE COUNCIL'S DIRECTION.**

---

WHEREAS, Mill Creek Municipal Code (MCMC) Chapter 1.24 establishes a process for the City to adopt, maintain, amend, repeal, replace and publicize city policies and procedures; and

WHEREAS, pursuant to Revised Code of Washington (RCW) Chapters [35A.11](#), [35A.13](#), and [35A.34](#), the City Council has the authority and responsibility, upon the recommendation of the City Manager, to approve the City budget, create employment positions, establish a compensation plan, and enact certain employment policies directly affecting wages and benefits; and

WHEREAS, pursuant to RCW [35A.13.080](#), the City Manager is vested with the responsibility for supervising and managing the administrative affairs of the City, appointing and removing all department heads, officers, and employees of the City, proposing, implementing and administering the City budget, and recommending to the City Council such measures as he/she may deem necessary; and

WHEREAS, the City Council adopted the following policies; 97-005 related to safety, 08-002 related to salary adjustments, 09-001 related to employee classification and salary and 12-002 related to medical benefits, and such policies are now in need of updating; and

WHEREAS, the City Council passed Resolution 91-135 relating to the donation of annual leave, and Resolution 2003-325 relating to the Wellness Program, and such resolutions contain information that is in need of updating; and

WHEREAS, the current City Council Policies do not cover all aspects of employment, leave, and benefits that are determined by the City Manager to have budgetary impact within the Council's authority to approve ; and

WHEREAS, for efficiency purposes and to promote the authority of the City Manager to oversee administrative personnel matters within the City, it is in the interest of the City to expressly delegate authority to the City Manager to adopt and implement administrative personnel procedures and guidelines based on policies adopted by the City Council;

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

Section 1. The City Council adopts Policy 400-01 City of Mill Creek Personnel Policies (Exhibit A), which contains updated policy statements that reflect changes in Washington State law and the City’s current practices.

Section 2. The City Manager is authorized and directed to create and implement administrative personnel procedures that govern aspects of employment, conduct, leave, and benefits that support the direction of the City Council as provided in Policy 400-01 and the approved budget.

Section 3. The adoption of Policy 400-01 effectively supersedes CCP 97-005, CCP 08-002, CCP 09-001, and CCP 12-002 (collectively Exhibit B) and repeals and replaces Resolution 91-135 and Resolution 2003-325 (collectively Exhibit C), as well as all other prior inconsistent policies, procedures, or resolutions.

Adopted this 11<sup>th</sup> day of December, 2018 by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, and \_\_\_\_\_ abstaining.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
GINA PFISTER, ACTING CITY CLERK

APPROVED AS TO FORM:

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

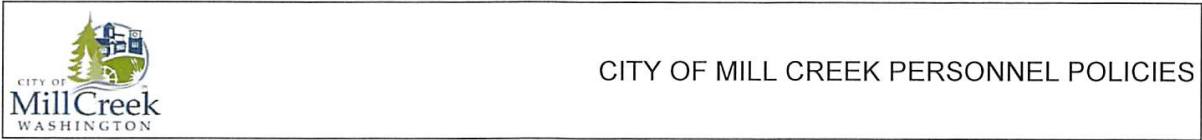
FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

RESOLUTION NO.: 2018-\_\_\_\_\_

EXHIBITS:

- Exhibit A: Policy 400-01 City of Mill Creek Personnel Policies
- Exhibit B: CCP 97-005, CCP 08-002, CCP 09-001, and CCP 12-002
- Exhibit C: Resolution 91-135 and Resolution 2003-325



Subject PERSONNEL POLICIES	Index: Human Resources Number: 400-01
-------------------------------	--

Effective Date: December 11, 2018	Supersedes: CCP 97-005 February 11, 1997 CCP 08-002 June 10, 2008 CCP 09-001 January 1, 2009 CCP 12-002 January 1, 2013  Repeals and Replaces: <a href="#">Res. 2003-325</a> March 11, 2003 <a href="#">Res. 91-135</a> December 17, 1991	Staff Contact: Human Resources	Clerk ID Number:	Approved By and Date:
---	--	--------------------------------------	------------------	--------------------------

**1.0 PURPOSE:**

1.1 Adoption of Personnel Policies. In accordance with the City of Mill Creek's Municipal Code, [Chapter 1.24](#), the City Manager has determined, based on the authority of the City Council to approve the City's budget and define financial priorities, that the policy statements contained in this policy (400-01 *City of Mill Creek Personnel Policies*) related to wages and benefits should be presented to and approved by the City Council.

In the event that the City Manager determines that changes to these Personnel Policies are appropriate, the City Manager will so advise the City Council and present proposed revisions for Council consideration and approval. In the event immediate changes are necessary to respond to State or Federal law, the City Manager may implement the required changes immediately and advise the Council of the changes made.

- 1.2 Personnel Administration Manual. The City Manager is authorized to, based on the direction provided by the policy statements contained in this policy (400-01 *City of Mill Creek Personnel Policies*), approve administrative procedures and guidelines as required for the good governance and human resource management of the City and as may otherwise be required by State or Federal law. Any time this policy (400-01) is updated, the City Manager shall also provide to the City Council the updated section(s) of the Personnel Administration Manual as a reference document. At no time shall the Personnel Administration Manual be inconsistent with the policy statements contained in this policy (400-01).
- 1.3 Collective Bargaining Agreements. The City Council may authorize policies or procedures which are inconsistent with this policy (400-01) for positions in a bargaining unit through the collective bargaining process. These alternative policies or procedures will be documented in the applicable Collective Bargaining Agreement (CBA). In the event of any inconsistency between this policy and a CBA, the CBA will supersede the policy statement for represented employees covered under that CBA.

**2.0 ORGANIZATIONS AFFECTED:**

All City departments/divisions.

**3.0 EMPLOYMENT STATUS:**

- 3.1 All employees have a designated employment status which is used to determine pay, benefits, and other eligibility. The following four employment statuses are referred to throughout this policy.
- 3.2 Casual. An employee hired to work on an intermittent or as-needed basis, or is regularly scheduled to work less than twenty (20) hours per week.
- 3.3 Full-Time Regular. An employee hired into a position for an indefinite period of time and regularly scheduled to work at least forty (40) hours per week.
- 3.4 Part-Time Regular. An employee hired into a position for an indefinite period of time and regularly scheduled to work at least twenty (20) hours per week and less than forty (40) hours per week.
- 3.5 Temporary. An employee hired to fill a position with a defined end date. The length of a temporary position will generally not exceed six (6) months.

**4.0 PAY AND CLASSIFICATION PLAN:**

- 4.1 All employee positions are subject to available funding. The City Council shall establish, through approval of the City's biennial budget, salary grades, corresponding pay range assignments, and authorized full-time equivalent (FTE) count for all positions within the City. This shall include approval of any cost of

living increases to be applied on January 1<sup>st</sup> of each year not previously approved, such as during union contract negotiations.

- 4.2 Each salary grade in the current salary plan shall be placed at 5% above the grade below it. Each step within a salary grade shall be placed at 4% above the step below it.
- 4.3 Annually the City Council shall consider adjustments to position classifications and/or the assignment of salary grades to positions to be effective January 1<sup>st</sup> of each year based on the recommendation of the City Manager.
- 4.4 The City Manager in conjunction with Human Resources shall determine the appropriate placement of personnel within those salary ranges as well as the progression within a certain salary range or grade. For represented employees, the City Manager's decision shall be in line with all applicable clauses of that employee's contractual bargaining agreement. No employee shall be placed in-between steps in their assigned grade.
- 4.5 If it becomes necessary to reclassify a position mid-year, the City Council may, with the City Manager's recommendation, approve a mid-year adjustment to a position's salary grade. Mid-year adjustments to a position's assigned salary grade must be supported in the biennial budget.
- 4.6 No employee shall earn less than the bottom step of the approved salary grade for their position (excluding incentives and premiums). Employees earning less than the bottom of their current salary grade shall have their wages adjusted to no less than the bottom of the salary range. This may occur in situations such as promotions or position reclassifications.
- 4.7 No employee shall earn more than the top step of the approved salary grade for their position (excluding incentives and premiums). Employees earning more than the top step of their current salary grade shall have their wages adjusted to fall within the range of their position's salary grade. This may occur in situations such as demotions or position reclassifications.
- 4.8 In cases where a reclassification, demotion, or other action causes an employee's pay to fall above the approved salary grade for their position, excluding incentives and premiums, the City Manager may approve freezing that employee's salary at its current rate above the approved salary grade subject to the City's approved budget. In this case, the employee will not be eligible for any annual increase or cost of living increase until their current salary falls within the approved salary grade for their position.



**5.0 INCENTIVES AND PREMIUMS:**

5.1 As a retention strategy, and to acknowledge long term employees for their years of service to the City, the City Council authorizes longevity premiums awarded to employees commencing on the seventh (7<sup>th</sup>) anniversary of their hire date, and at certain other milestone anniversary dates, provided that their work performance maintains an acceptable level, according to the schedule below:

No. Years	Longevity Premium (provided performance maintains acceptable level)
> 7	2%
>10	3%
>15	4%
>20	5%

5.2 All longevity premiums are calculated on the employee's base pay and are not cumulative, and must be supported in the City's budget. The City Manager shall approve, through the Personnel Administration Manual, the appropriate performance measures and a process by which to calculate an employee's years of service when there are breaks in service.

5.3 An employee's base pay is their base wage or salary absent all applicable premium or incentive pays. Normally, an employee's base pay corresponds to a step in their position's assigned salary grade.

**6.0 LEAVE AND PAID TIME OFF:**

6.1 Observed Holidays. The City formally observes the following holidays:  
New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Native American Heritage Day (Friday after Thanksgiving)  
Christmas Eve Day  
Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Holidays shall be considered as 8 hour days for regular full time employees, and prorated based on FTE for regular part time employees.

6.2 Floating Holidays. Employees shall accrue a number of floating holidays based on years of service as shown in the table below. Floating holidays are awarded on January 1 of each year, and expire if unused on December 31 of each year.



Holidays shall be considered as 8 hour days for regular full time employees, and prorated based on FTE for regular part time employees.

Years of Service	Floating Holidays Awarded
Less than 10	1.0
10 to 20	2.0
20 and above	3.0

- 6.3 **Annual Leave.** Annual Leave is also referred to as "Vacation." Regular full time employees shall accrue annual leave (vacation) hours per pay period based on their years of service as shown in the tables below. Regular part time employees shall accrue annual leave pro-rated based on their assigned FTE. Temporary and Casual employees are not eligible for annual leave.

**Department Directors**

Length of Continuous Service	Annual Accrual (Hours)
All years of service	176

**All Other Employees**

Years of Continuous Service	Annual Accrual (Hours)
0 to less than 5	96
5 to less than 10	128
10 to less than 13	152
13 to less than 16	160
16 to less than 20	168
20 and above	176

A maximum of 200 hours of annual leave may be carried over from December 31 of one year to January 1 of the next year.

- 6.4 **Donation of Annual Leave.** The City Council authorizes the City Manager to approve the donation of annual leave from one employee to another for the purposes of aiding a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City.

Any and all donations of annual leave shall be voluntary, and no other type of leave (ex: sick leave) shall be donated in any circumstance.

- 6.5 **Exempt Leave.** To acknowledge that exempt employees will regularly be required to work overtime hours without additional compensation, exempt leave is provided to FLSA exempt employees as a bank of 40 hours on January 1 of each year. These hours expire if unused on December 31 of each year.

- 6.6 Sick Leave. Employees shall accrue sick leave hours each pay period depending on their employment status as shown in the table below:

Employment Status	Annual Accrual (Hours)
Full-Time Regular	96
Part-Time Regular	(96 * assigned FTE)
Casual or Temporary	1 hour per every 40 hours worked

A maximum of 1040 hours of sick leave may be carried over from December 31 of one year to January 1 of the next year.

- 6.7 Employment Offers. In some cases it may be necessary to offer paid time off in addition to what this policy provides to new hires for the purposes of filling a hard to fill position. The City Council authorizes the City Manager to approve additional annual leave or exempt leave to be offered to a candidate at the time of hire at his/her discretion, provided that the new hire's leave accruals stay consistent with this policy. For example, the City Manager may authorize a candidate to start their employment with 40 hours of annual leave pre-loaded into their bank.
- 6.8 Pay-out upon Separation. Upon separation, some or all of an employee's accrued but unused paid time off balance(s) may be paid out based on criteria approved by the City Manager in the Personnel Administration Manual.
- 6.9 Paid Family Leave. The Washington State Family and Medical Leave Program ([RCW 50A.04](#)) provides paid benefits for employees who need to take unpaid leave when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative and for certain military connected events. Although self-insurance is an option to fund benefits, the City is choosing to participate in the program administered by the Employment Security Department using the statutory default payroll deductions beginning January 1, 2018. Benefits from this program become effective January 1, 2020, and employees seeking to apply for paid family and medical leave will apply through the Employment Security Department.
- 6.10 Bereavement Leave. Employees may request bereavement leave for up to three regularly scheduled work days or shifts upon the death of a member of the employee's family. In the event the employee needs to travel out of state to attend a funeral or make other arrangements related to their family member's death, leave may be allowed up to five days.

Up to one day or shift of leave may be allowed to attend services related to the death of a co-worker.

**7.0 BENEFITS:**

- 7.1 Eligibility for Benefits. Benefits eligibility is determined by an employee's employment status. All regular full-time and regular part-time employees are

eligible for healthcare benefits coverage for themselves and for their eligible dependents. Casual and Temporary employees are not benefits eligible.

7.2 Section 125 Plan. The City of Mill Creek maintains a Section 125 plan that allows for any premium payments made in accordance with that plan to be made on a pre-tax basis. The City Manager is authorized to update health plan and elective options to ensure compliance with the Section 125 Plan, and to update the Plan when necessary.

7.3 Flexible Benefit Dollars. The City sponsors a program designed to share benefit cost savings with eligible employees. Employees hired on or before August 1<sup>st</sup>, 2017 who decline health insurance coverage through City sponsored health plans for themselves and/or their eligible dependents may receive a credit of 50% of the amount that the City would have contributed towards the coverage. To be eligible, employees must provide evidence of alternative coverage. These "flexible benefit dollars" may only be used for purposes defined in the City's Section 125 Plan document and Personnel Administration Manual. The "flexible benefit dollars" may not be taken as cash.

7.4 Health Insurance. The City provides medical, dental, and vision insurance coverage options for benefits eligible employees and their dependents.

7.4.1 Medical Premiums. Insurance premiums for medical insurance (if an eligible employee selects medical coverage) for employees and their eligible dependents are shared between the employee and the City based on the employee's FTE status as shown in the chart below:

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	10%	90%
0.9	36	10%	90%
0.8	32	20%	80%
0.75 or less	30 or less	25%	75%

7.4.2 Dental Premiums. Insurance premiums for dental insurance (if an eligible employee selects dental coverage) for employees and their eligible dependents are shared between the employee and the City based on the employee's FTE status as shown in the chart below:

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	0%	100%
0.9	36	10%	90%
0.8	32	20%	80%
0.75 or less	30 or less	25%	75%

7.4.3 Vision Premiums. Insurance premiums for vision insurance (if an eligible employee selects vision coverage) for employees and their eligible dependents are paid for 100% by the City.

7.5 Health Savings Account. Employees enrolled in a High Deductible Health Plan (HDHP) are also eligible to enroll in a Health Savings Account. The City sponsors a program designed to share the cost savings of a HDHP with the employee. The City will contribute 50% of the cost savings between the HDHP and the City's other medical plan offering(s) to the enrolled employee's Health Savings Account each pay period. This cost savings may not be taken as cash or used for any other purpose.

7.6 Life, Accidental Death and Dismemberment, Long Term Disability, and Survivor. The City provides Life, AD&D, LTD, and Survivor insurance to all regular full time and regular part time employees at no cost to the employee, deducted from the employer portion of MEBT (Social Security replacement) contributions.

7.7 Employee Assistance Program. The City provides an Employee Assistance Program to all regular full time and regular part time employees at no cost to the employee, deducted from the employer portion of MEBT (Social Security replacement) contributions.

7.8 Optional Health, Wellness, and Retirement Plans. The City facilitates enrollment in other optional health, wellness, and retirement plans (such as Flexible Spending Accounts or AFLAC insurance) for benefits eligible employees. All voluntary plans or accounts are funded entirely at the employee's own cost. Enrollment is dependent on the eligibility requirements specified in the individual plan or account's documents.

## **8.0 EMPLOYEE DEVELOPMENT AND RECOGNITION**

8.1 Performance Management Program. The purpose of an effective performance management program is for employees to have a clear understanding of the work expected from them, to receive ongoing feedback regarding how they are performing relative to expectations, to identify development opportunities, and to address performance that does not meet expectations. A comprehensive performance management program empowers employees to have greater input to their personal career progression and will enable managers to provide more meaningful feedback based upon an agreed set of performance criteria.

The City strives to provide an environment where all employees understand the impact their contributions have on the achievement of City goals and are provided the opportunity for ongoing personal growth. To accomplish this objective, the City will develop and maintain a strong performance based review program that culminates in an annual performance review of employees.

- 8.2 Wellness Program. The City maintains a Wellness Program to educate, promote, and encourage health awareness and healthy lifestyle choices by City employees. Participation in this program may earn the City discounts on the cost of health benefits.

The City Council authorizes, through the biennial budget, the funds necessary to allow the Wellness Committee to effectively operate and promote participation in this program. Additionally, the City Council supports one “wellness day off” per employee per year if earned through program participation as defined in the Personnel Administration Manual.

- 8.3 Employee and Volunteer Recognition. To promote employee and volunteer engagement and to recognize employees and volunteers for their service, significant achievements, and modeling the City’s STAR Values, the City Council authorizes funds for recognition through the biennial budget to be used in a manner consistent with the [Business Expense Policy](#); sections 8.11 and 8.12.
- 8.4 Tuition Reimbursement. To support employee growth and development, as well as incentivize continued education that benefits the City, the City Council authorizes tuition reimbursement for college courses up to \$500 per year per employee as described in the Personnel Administration Manual Chapter 6.8.

**9.0 SAFETY**

- 9.1 The intent of the City is to provide a safe working environment and keep injuries to the absolute minimum, thus protecting its most valuable asset – its employees. The City Council will support the City’s Accident Prevention Program and the operation of a Safety Committee as described in [WAC 296-80-130](#) and ensure that adequate resources such as employee time, funds for safety equipment and training, and commitment to the program from management are available.
- 9.2 The City Council shall authorize, through the approval of the biennial budget, at least \$10 per employee (per year) to be used for safety projects, activities, and awards/prizes related to the City’s safety program.

**CITY OF MILL CREEK POLICY  
FOR  
SAFETY**

**City Policy No.:** CCP 97-05  
**Effective:** February 11, 1997

**Department Review:**

- Executive
- Community Development
- Public Works
- Finance
- Police

The intent of the City is to provide a safe working environment and keep injuries to the absolute minimum, thus protecting its most valuable asset - its employees. The City recognizes that there is a benefit to City employees and the general public through the development and implementation of general health and safety practices both on and off the job. All City of Mill Creek employees are actively encouraged to participate in the prevention of injuries and illnesses through the City's safety awareness and training programs. It is the responsibility of every employee of the City of Mill Creek to follow the guidelines and regulations outlined in the City's Safety Manual.

In accordance with state law, employees will have access to all required information regarding hazardous materials which the employee is ordinarily expected to encounter in the work environment so as to reduce concern and uncertainty about working with and/or around such materials.

The City will support the operation of a City safety committee and ensure that adequate resources such as employee time, funds for safety equipment and training, and commitment to the program from management are available to implement the safety program. The City's commitment to safety includes investigating accidents fully and taking corrective action to prevent recurrence of the hazardous conditions or behaviors.

The safety program for the City will be detailed in the City's safety manual. The City Manager or designee is authorized to develop and maintain the City's safety manual to implement this policy.

PASSED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON THIS 11<sup>th</sup> DAY OF February, 1997.

APPROVED:

Kathy Nielsen  
MAYOR KATHY NIELSEN

ATTEST/AUTHENTICATED:

Debbie Tarry  
CITY CLERK DEBBIE TARRY

APPROVED AS TO FORM.

[Signature]  
OFFICE OF THE CITY ATTORNEY  
SHORT CRESSMAN & BURGESS

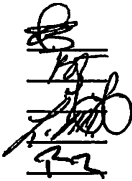
GADATA\EXE\CWP\POLICY97\_05.WPD

**CITY OF MILL CREEK POLICY  
FOR  
SALARY ADJUSTMENTS FOR NON-REPRESENTED EMPLOYEES**

**City Policy No.:** CCP 08-002  
**Effective:** June 10, 2008

**Department Review:**

Executive  
Community Development  
Public Works  
Finance  
Police



Pursuant to City Council Policy 08-001, it is the policy of the City to maintain an Employee Classification and Salary Plan designed to provide compensation that is equitable in order to maintain and attract a qualified workforce. It is also the policy of the City to pay salaries that compare favorably with other similar cities in the local area for comparable jobs within budget limitations.

The City Council recognizes that the compensation plan developed by the City Manager involves both merit and lump sum payment components. This compensation plan supports the City's philosophy that salary increases are driven by the principle of pay-for-performance. The City Council hereby establishes the following policy guidelines for the administration of the compensation plan by the City Manager:

Based on the results of the salary survey performed as of May 2008, salaries for non-represented employees shall be adjusted as indicated in Table 1. The "revised" salaries will be retroactive to January 1, 2008. Thereafter, employees shall be eligible for a salary increase on their anniversary date in an amount up to 5 percent based on merit. In no case shall any increase cause an employee's salary to exceed the approved salary range. All increases must be supported in the City's budget.

Due to the collective bargaining process, this policy is not directly applicable to employees covered by a collective bargaining agreement or represented by a recognized labor organization.

The City Manager is directed to develop and administer a compensation plan with the above policy guidance from the City Council.



CCP 08-002  
June 10, 2008  
Page 2

PASSED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON THIS  
10<sup>th</sup> DAY OF JUNE 2008.

APPROVED:

  
MAYOR TERRY Q. RYAN

ATTEST/AUTHENTICATED:

  
CITY CLERK KELLY CHELIN

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY  
SHORT CRESSMAN & BURGESS

Tables:

1- Adjusted 2008 Salaries for Non-Represented Staff

G:\EXECUTIVE\WFP\POLICY\2008-02.doc

**CCP 08-002**  
**Table 1**

Adjusted 2008 Salaries for Non-Represented Staff Effective January 1, 2008	
Position	Monthly Salary
Community Development Director	8467
Finance Director	Note 1
Police Chief	8808
Public Works Director	7771
Planning Manager	7276
City Engineer	Note 1
Police Commander	Note 1
Public Works Supervisor	5125
Building Official (.5 FTE)	6128
Executive Assistant/City Clerk	5549
Recreation Supervisor	4468
Records Supervisor	Note 1
HR Specialist	4174
Admin Secretary (.75 FTE)	3897

Note 1 – Positions vacant on January 1, 2008. Starting salaries will be negotiated during hiring process.

**CITY OF MILL CREEK POLICY  
FOR  
EMPLOYEE CLASSIFICATION AND SALARY PLAN**

**City Policy No.:** CCP 09-001  
**Effective:** January 1, 2009  
**Amends City Policy No.:** CCP 08-001

**Department Review:**

Executive  
Community Development  
Public Works  
Finance  
Police



It is the policy of the City to maintain an Employee Classification and Salary Plan designed to provide compensation that is equitable in order to maintain and attract a qualified workforce. It is also the policy of the City to pay salaries that compare favorably with other similar cities in the local area for comparable jobs within budget limitations.

The City Council shall establish, through approval of the City's biennial budget, salary ranges for all positions within the City. Annually the City Council shall consider market adjustments to the salary ranges to be effective January 1 of each year based on the recommendation of the City Manager. The City Manager shall determine the appropriate placement of personnel within those salary ranges as well as the progression within a certain salary range or grade. The City Council shall determine the frequency, subject to budgeted funds, of an employee salary survey and market adjustments that might be necessary to keep the salary survey current during intervening years until the next survey can be completed.

The City's compensation plan involves both merit and incentive payment components and supports the City's philosophy that salary increases are driven by the principle of pay-for-performance. The City Council hereby establishes the following policy guidelines for the administration of the compensation plan by the City Manager:

Employees shall be eligible for a salary increase on their anniversary date in an amount up to 5 percent based on merit. In no case shall any increase cause an employee's salary to exceed the approved salary range. All increases must be supported in the City's budget.

Employees earning less than the bottom of the current salary range shall have their wages adjusted to no less than the bottom of the salary range. All increases must be supported in the City's budget.

CCP 09-001  
March 24, 2009  
Page 2

The City Council shall authorize an incentive payment pool indexed to the CPI-W Seattle Area First Half Index subject to a 2% minimum and 4% maximum. As authorized by the City Manager, incentive payments may be awarded to employees in accordance with the attached sample incentive pay formulas, provided funds are available, and incentive payment criteria are met. All incentive payments shall be in addition to any merit pay. Incentive payments, excluding the annual Customer Service Survey award, shall:

- (1) be paid in a lump sum at the time of the award based on the employee's salary as of January 1 of the year awarded, or for employees who are promoted, demoted or transferred to a different position during the period between January 1 and the time of the incentive award calculation of the awards shall be based on the employee's new salary,
- (2) adjust base pay on the next January 1, up to but not exceeding the top of the pay range. The City Manager is also authorized to develop alternative incentives for employees who desire alternatives to an incentive payment, provided that the total equivalent costs of these incentive with payments do not exceed the budgeted incentive pool.

Employees shall be eligible for a longevity premium commencing on the seventh (7<sup>th</sup>) anniversary of their hiring date. Payment of a longevity premium will be effective July 1, 2008. An employee shall receive a longevity premium provided they meet all of the following criteria:

- A. Have met the minimum standards of the assigned position by receiving an overall employee performance score of 3.0 or greater on their most current performance evaluation, and
- B. Have been employed by the City of Mill Creek for a minimum of seven (7) years.

All longevity premiums are calculated on the employee's base salary and are not cumulative, and must be supported in the City's budget. Longevity premiums shall be awarded based on years of service as an employee of the City of Mill Creek according to the following schedule:

No. Years	Overall Employee Performance Score		
	4.0 - 5.0	3.0 - 3.9	< 3.0
>7	2%	1%	0
>10	3%	1.50%	0
>15	4%	2%	0
>20	5%	2.50%	0

CCP 09-001  
March 24, 2009  
Page 3

If the employee fails to meet the minimum overall employee performance score of 3.0 for their assigned position, the longevity premium will expire. If, at the employee's subsequent evaluation, the employee meets the minimum standards and requirements of the position, then the employee shall receive the longevity premium according to the above schedule.

Due to the collective bargaining process, this policy is not directly applicable to employees covered by a collective bargaining agreement or represented by a recognized labor organization. However, the City Council reiterates its belief that the pay-for-performance philosophy should be applied to all employee groups and classification.

The City Manager is directed to develop and administer a compensation plan with the above policy guidance from the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON THIS  
24<sup>th</sup> DAY OF March 2009.

APPROVED:

  
MAYOR TERRY Q. RYAN

ATTEST/AUTHENTICATED:

  
CITY CLERK KELLY CHELIN

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY  
SHORT CRESSMAN & BURGESS

**CITY OF MILL CREEK POLICY  
FOR  
MEDICAL BENEFITS**

**City Policy No.:** CCP 2012-002  
**Effective:** Section 125 Plan Benefits – Effective January 1, 2013  
Health Benefits – Effective January 1, 2013

**Repeals and Replaces City Policy No:** CCP 03-001 and CCP 09-002

**Department Review:**

- Executive
- Community Development
- Public Works
- Finance
- Police

In light of rising health care costs and the desire to provide a competitive benefit package comparable to other jurisdictions, the City Council directs the City Manager to change certain provisions of the City’s personnel policies related to the City’s contribution to the employees Section 125 Plan and the City’s premium contribution for dependent medical care coverage.

Listed below are the specific policy provisions that the City Manager shall implement.

**Section 125 Plan Benefits** – Effective January 1, 2013

The City will provide employees with a Section 125 plan that allows for any premium payment made in accordance with that plan to be made on a pre-tax basis. The City requires that all employees subscribe for health insurance coverage for themselves, but can opt out of health insurance coverage through the City if they provide evidence of other coverage. Employees have the option of purchasing health insurance benefits for their eligible dependents. An employee who chooses not to purchase health insurance benefits for their eligible dependents may receive a 50% payment of the amount that the City would have contributed towards dependent health insurance for use as flexible benefit dollars. Flexible benefits include legally accepted Section 125 expenditures, alternative insurance coverage, MEBT contribution, or deferred compensation contributions. Employees may choose, during the City’s open enrollment period, whether they will waive insurance coverage for eligible dependents. Re-enrollment to City coverage can be accomplished during the next open enrollment period or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment, flexible benefit dollars will be reduced or eliminated accordingly.

**Health Benefits – Effective January 1, 2013**

**Premiums for Regular Full Time Employees:**

The city shall contribute 100% of the premium for Washington Dental Service Plan F for both employee and dependent premiums. The city shall contribute 100% of the premium for the employee's vision insurance, and 100% of the premium for dependents' vision insurance and 90% of the premium for employee's medical insurance and 90% of the premium for the dependents' medical insurance. Dependent children may be covered up to and including age 26.

**Premiums for Regular Part-Time Employees:**

Regular part-time employees will be provided medical, dental and vision insurance on a pro-rata FTE basis, except that for part-time employees between 0.5 FTE and 0.75 FTE the City shall pay the rate of a 0.75 FTE employee (after the 10% employee contribution) and the employee shall pay the balance.

Due to the collective bargaining process, this policy is not applicable to employees covered by a collective bargaining agreement.

The City Manager is directed to develop and administer the above policy provisions and maintain any necessary administrative procedures to implement this policy.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON THIS 4<sup>TH</sup> DAY OF DECEMBER, 2012.**

APPROVED:



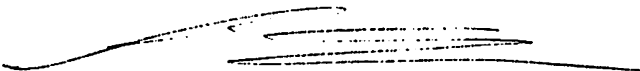
MAYOR MIKE TODD

ATTEST/AUTHENTICATED:



CITY CLERK KELLY M. CHELIN

APPROVED AS TO FORM:



CITY ATTORNEY SHANE MOLONEY

GAEXECUTIVE\WP\POLICY\CCP 2012-001 - Insurance Benefits.doc

RESOLUTION NO. 91-135

A RESOLUTION OF THE CITY COUNCIL OF MILL CREEK, WASHINGTON, ESTABLISHING A POLICY PROVIDING FOR THE TRANSFER OF ANNUAL LEAVE BETWEEN EMPLOYEES.

---

WHEREAS, the City provides annual leave to its employees as a vested right subject to payment upon termination; and

WHEREAS, the City Council finds it in the public interest to permit employees to share annual leave under specific circumstances and to transfer such leave to employees who, without such transfers, would be forced to terminate their employment or go without pay in order to meet the needs of severe illness; and

WHEREAS, the authority to approve budgetary decisions is vested in the City Council of the City of Mill Creek; and

WHEREAS, an administrative policy establishing for the transfer of annual leave between employees has a budgetary impact on the City;

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

Section 1. PURPOSE

---

The purpose of shared leave is to permit City employees, at no additional cost to the City other than the administrative costs of the program, to come to the aid of a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City.



**Section 2. ELIGIBILITY OF RECIPIENT OF SHARED LEAVE.**

The City Manager may permit an employee to receive shared leave under this resolution if:

- A. The employee suffers, or has an immediate family member (as defined by the City's personnel policies) suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which has caused, or is likely to cause, the employee to go on leave-without-pay status or to terminate his or her employment with the City; and
- B. The employee has depleted or will shortly deplete his/her total of accrued annual leave, compensatory time, sick leave, holiday leave, and/or other paid leave; and
- C. The employee has abided by the City's sick leave policy in the past; and
- D. The employee has diligently pursued and is found to be ineligible for state industrial insurance benefits; and
- E. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department.

**Section 3. ELIGIBILITY OF DONOR OF SHARED LEAVE.**

The City Manager may permit an employee to donate shared leave under this resolution if:

- A. The employee has a total of more than ten (10) days of accrued annual leave; and
- B. The employee has taken at least five (5) days of annual leave within the calendar year; and
- C. The donating employee retains at least ten (10) days total of accrued sick leave, annual leave and/or compensatory time off.

**Section 3. AMOUNT OF SHARED LEAVE ALLOWED.**

The City Manager shall determine the amount of shared leave, if any, which an employee may receive under this resolution. The employee shall be required to provide appropriate medical justification and documentation regarding the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the

condition. An employee shall not receive more hours in shared leave than the difference between 1,440 hours and the number of leave hours already used by the affected employee in this extraordinary situation. To the extent possible, shared leave should be used on a consecutive day basis.

**Section 4. IMPLEMENTATION OF SHARED LEAVE.**

- A. All donations of shared leave shall be voluntary.
- B. Transfers of shared leave shall be in increments of one (1) day. The transfer of shared leave shall be on an hour-for-hour basis regardless of the salary difference between the employee donating the shared leave and the employee receiving the shared leave.
- C. The employee's salary rate shall not change as a result of being on shared leave, nor under any circumstances, shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payments by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he/she been in a regular pay status.
- D. Donations of shared leave may be made between any two non-represented employees. Donations of shared leave may be made between represented employees and/or between represented and non-represented employees if the contract between the City and the represented employees permits such transfers of shared leave.
- E. While an employee is on shared leave, he/she shall continue to receive and accrue all benefits as he/she would normally receive if using other accrued paid leave.
- F. Any leave transferred which remains unused shall be returned to the employee(s) who donated it.

---

RESOLVED, this 17<sup>th</sup> day of December, 1991.

APPROVED:

  
\_\_\_\_\_  
MAYOR, KENNETH J. GRASKA

**ATTEST/AUTHENTICATED:**

  
\_\_\_\_\_  
CITY CLERK, MICHELE SCHUTZ

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY  
STOEL RIVES BOLEY JONES & GREY

FILED WITH THE CITY CLERK: 12-11-91  
PASSED BY THE CITY COUNCIL: 12-17-91  
PUBLISHED: N/A  
EFFECTIVE DATE: 1-1-92  
RESOLUTION NO.: 91-135

W:\Data\Exec\WP\Resol\Shive.Per

**RESOLUTION NO. 2003-325**

**A RESOLUTION OF THE MILL CREEK CITY COUNCIL SUPPORTING  
THE MILL CREEK EMPLOYEE WELLNESS PROGRAM**

WHEREAS, the Mill Creek City Council adopted the Wellness Program in 1988 to aid and encourage employees in maintaining good physical and mental health; and

WHEREAS, this program educates and reinforces employee health awareness and healthful lifestyle choices; and

WHEREAS, the fitness and good health of the City's employees ensures that our citizens receive the benefit of more productive employees as well as strategies to control health care expenditures; and

NOW, THEREFORE, the City Council of the City of Mill Creek, Washington resolves as follows:

Section 1. The City Council of the City of Mill Creek hereby expresses their support of the Mill Creek Employee Wellness Program as described in the attached Chapter 8, Section F of the Personnel Manual.

Adopted this 11th day of March, 2003 by a vote of 6 for, 0 against, and 0 abstaining.

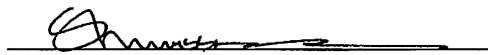
APPROVED:

  
MAYOR TERRY Q. RYAN

ATTEST/AUTHENTICATED:

  
CITY CLERK KELLY M. HENNESSEY

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY  
SHORT, CRESSMAN & BURGESS

FILED WITH THE CITY CLERK: 3/11/03  
PASSED BY THE CITY COUNCIL: 3/11/03  
EFFECTIVE DATE: 3/11/03  
RESOLUTION NO.: 2003-325

\\MILL\_CREEK\SYSTEMS\DATA\EXECUTIVE\WPA\Resolutions\2003\Wellness.doc

**DRAFT**



**PERSONNEL ADMINISTRATION MANUAL**

**TABLE OF CONTENTS**

<b>GOVERNING CITY COUNCIL POLICIES</b>		
Policy Number	Policy Title	Staff Contact
400-01	City of Mill Creek Personnel Policies Adopted by Resolution 2018-	HR Staff

[Other City Council adopted policies.](#)

<b>CH. 1 GOVERNING PRINCIPLES</b>		
Section	Title	Staff Contact
1.1	Personnel Administration Manual	HR Staff
1.2	Definitions	HR Staff
1.3	Equal Employment Opportunity	HR Staff
1.4	Employees with Disabilities	HR Staff
1.5	Whistleblowing	HR Staff
1.6	Conflicts of Interest	HR Staff

<b>CH. 2 EMPLOYMENT PRACTICES</b>		
Section	Title	Staff Contact
2.1	Recruitment and Selection	HR Staff
2.2	Position Descriptions	HR Staff
2.3	Background and Reference Checks	HR Staff
2.4	Trial Period	HR Staff
2.5	Performance Management	HR Staff
2.6	Separation from Employment	HR Staff

**DRAFT**

<b>CH. 3 EMPLOYEE CONDUCT AND EXPECTATIONS</b>		
<b>Section</b>	<b>Title</b>	<b>Staff Contact</b>
3.1	Personal Appearance and Dress Code	HR Staff
3.2	Attendance	HR Staff
3.3	Anti-Harassment	HR Staff
3.4	Drug Free Workplace	HR Staff
3.5	Non-Smoking Workplace	HR Staff
3.6	Workplace Violence	HR Staff
3.7	Personal Weapons	HR Staff
3.8	Disciplinary Process	HR Staff
3.9	Complaint Resolution	HR Staff
3.10	Personal Relationships	HR Staff
3.11	Safety in the Workplace	HR Staff
3.12	Information Technology	IT/IS Staff
3.13	Email Communications	IT/IS Staff
3.14	Personal Electronics	HR Staff

<b>CH. 4 COMPENSATION AND PAY PRACTICES</b>		
<b>Section</b>	<b>Title</b>	<b>Staff Contact</b>
4.1	Employment Status	HR Staff
4.2	Salary Administration and Pay Practices	HR Staff
4.3	Re-Hires and Bridging Service Gaps	HR Staff
4.4	Work Hours and Pay Period	HR Staff
4.5	Overtime and Compensatory Time	HR Staff
4.6	Callback Pay	HR Staff
4.7	Incentives and Premiums	HR Staff

**DRAFT**

4.8	Recording Time and Timecards	HR Staff
-----	------------------------------	----------

<b>CH. 5 TIME OFF AND LEAVES OF ABSENCE</b>		
Section	Title	Staff Contact
5.1	Holidays	HR Staff
5.2	Annual Leave (Vacation)	HR Staff
5.3	Exempt Leave	HR Staff
5.4	Sick Leave	HR Staff
5.5	Family and Medical Leave Act	HR Staff
5.6	Jury / Court Duty	HR Staff
5.7	Bereavement Leave	HR Staff
5.8	Other Types of Leave	HR Staff
5.9	Temporary Accommodations	HR Staff

<b>CH. 6 EMPLOYEE BENEFITS</b>		
Section	Title	Staff Contact
6.1	Flexible Benefit Plan	HR Staff
6.2	Health and Welfare Plans	HR Staff
6.3	Municipal Employee Benefit Trust	HR Staff
6.4	Retirement Plans	HR Staff
6.5	Extended Health Benefits (COBRA)	HR Staff
6.6	Wellness Program	HR Staff
6.7	Recognition and Appreciation	HR Staff
6.8	Training and Tuition Reimbursement	HR Staff



**DRAFT**

<b>CH. 7 OTHER PROVISIONS</b>		
<b>Section</b>	<b>Title</b>	<b>Staff Contact</b>
7.1	Employment Records	HR Staff
7.2	Release of Confidential Information	HR Staff
7.3	Inclement Weather	HR Staff
7.4	Volunteer and Intern Programs	HR Staff
7.5	Vehicle Usage <b>DRAFT</b>	Finance Staff

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.1 PERSONNEL ADMINISTRATION MANUAL**

---

The purpose of the Personnel Administration Manual is to ensure equal employment opportunity, compliance with all applicable federal and state regulations, and to promote communication between the City and its employees. The contents of this manual are governed by the City Council adopted policy #400-01 [City of Mill Creek Personnel Policies](#). Policy #400-01 contains policy statements related to wages, benefits, and other items affected by the Council's authority to approve the City's budget and financial priorities, and authorizes the City Manager to approve procedures and guidelines to support those policies.

The contents of this manual are reviewed periodically or as necessary to support a change in policy #400-01. In the event that there is an immediate need for a change, addition, or deletion related to operational necessity and/or State or Federal regulation, the City will implement necessary changes and advise all affected parties accordingly.

None of the procedures or guidelines in this manual shall create or be deemed to create a vested or implied contractual right for any employee, or to limit the power of the City Manager or City Council. This manual is intended to provide guidelines only, and should not be interpreted as promises of specific treatment in specific situations. The City reserves the right to repeal, modify, deviate from or amend policies or procedures at any time, and will make reasonable efforts to notify employees in a timely manner of changes by email, bulletins, or other means.

In cases where this manual conflicts with Civil Service rules, Collective Bargaining Agreements, City ordinance, state or federal law, or other employment contracts, the terms and conditions of that rule, agreement, ordinance, law, or contract shall govern.

Except to the extent specifically negotiated otherwise and agreed to in writing through a collective bargaining process or employment contract, all employment with the City of Mill Creek is at-will. At-will employment means that either the employee or the City can terminate the employment relationship at any time, for any reason or no reason, with or without cause and without or without notice.

Individual departments may develop standard operating procedures that are applicable to their own operational needs and goals, which will not appear in this manual. Department managers are responsible for informing employees of these procedures as appropriate.

Managers are responsible for understanding and administering the City's personnel policies within their departments and for keeping their employees informed of current policies and practices. In consultation with Human Resources, managers are responsible for ensuring that all practices are applied fairly and consistently. Employees are responsible for reading, understanding and following the procedures and guidelines contained in this manual, and consulting with their supervisor and/or Human Resources if they have any questions regarding this manual.

*Violations of the procedures and guidelines contained in this manual may result in disciplinary action, up to and including termination of employment.*

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.2 DEFINITIONS**

---

This section provides a centralized reference intended to define general terminology used in this manual. Additional detail and/or further clarification of terms as they relate to specific sections may be contained in those sections. Collective bargaining agreements may also include definitions that apply to represented employees.

**Anniversary Date:** The annual date on which an employee’s performance evaluation and pay changes are effective. This may be the anniversary of the employee’s hire, rehire, promotion, demotion, or transfer.

**Applicant:** A person who has completed a formal application of employment for an available position with the City of Mill Creek.

**Appointment:** The assignment of a qualified applicant to a position by the Appointing Official for a defined period of time, usually to fill a temporary need. In some cases, these employees may be referred to as “acting” or “interim.”

**At-will:** The City of Mill Creek has both represented (by a union and subject to collective bargaining agreement) and non-represented employees. Employees who are not covered by a collective bargaining agreement (CBA) are “at-will” employees and either the City, or the employee, may end the employment relationship at any time, for any reason or no reason, with or without cause or notice.

**Base Pay:** An employee’s base wage or salary absent all applicable premium or incentive pays. Normally, an employee’s base pay corresponds to a step in their position’s assigned salary grade.

**Casual:** An employee hired to work on an intermittent or as-needed basis, or who is regularly scheduled to work less than twenty (20) hours per week. See *Chapter 4.1 Employment Status*.

**Classification:** Positions sufficiently similar in type of work duties, authority, and responsibility to permit grouping them under a single classification title and corresponding pay range. Generally, minimum qualifications and conditions of employment are similar.

**Compensation:** Salary, wage and/or other forms of remuneration earned by or paid to any employee in a position in the service to the City.

**Compensatory Time:** Authorized time off from work in lieu of pay for overtime worked.

**Continuous Service:** Employment in the service of the City without interruption longer than 30 days, except for authorized leaves of absence.

**Demotion:** See *Chapter 4.2 Salary Administration and Pay Practices*.

**DRAFT**

**Disability:** (1) A physical or mental impairment that substantially limits one or more major life activities; (2) a record or history of such impairment; or (3) a perception of such impairment.

**Domestic Partner:** The employee's domestic partner as registered under [RCW 26.60](#) with the State of Washington. (Certificate of domestic partnership filed with Human Resources).

**Employment Status:** See *Chapter 4.1 Employment Status*.

**Essential Job Functions:** The necessary and fundamental job duties of a position; the purpose for which the position exists.

**Examination:** Any device or procedure used in the selection process to measure an applicant's abilities and suitability for a position. Examinations may include but are not limited to oral interviews, psychological exams, physical exams, written tests, performance tests, evaluation of performance during probation, etc.

**Exempt:** Exempt from the provisions of the Federal Fair Labor Standards Act (FLSA), as amended, and the Washington State Minimum Wage Act, [RCW 49.46](#). See *Chapter 4.1 Employment Status*.

**Family:** Also referred to as "family member" or "immediate family." Generally considered to be an employee's spouse or domestic partner and their dependent children. Other relationships (such as parents, siblings, etc.) may be included depending on the specific policy or procedure.

**FTE:** Stands for "Full-Time Employee" but can also reflect the status of an employee who works part-time hours as a percentage of full-time.

**Full-Time Regular:** An employee hired into a position for an indefinite period of time and regularly scheduled to work at least forty (40) hours per week. See *Chapter 4.1 Employment Status*.

**Grievance:** See *Chapter 3.9 Complaint Resolution*.

**Intern:** A paid or unpaid temporary employee who desires on-the-job experience in a field related to their course of study or career objectives, who is assigned a project or responsibilities designed to be a learning experience. See *Chapter 7.4 Volunteer and Intern Programs*.

**Lay-off:** A non-disciplinary termination of an employee due to the City's financial position or a change in business needs related to staffing (sometimes called "lack of work", or "reduction in force"). See *Chapter 2.6 Separation from Employment*.

**Leave of Absence:** Leave from regularly scheduled duties that may be paid or unpaid, for medical or personal reasons without loss of employment status.

**Light-duty:** A temporary assignment of limited duties to an employee during recuperation from an illness or injury. See *Chapter 5.9 Temporary Accommodations*.

**Manager:** An employee in a position representing City management.

**Non-Exempt:** Covered by the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, and the Washington State Minimum Wage Act Wage Act, [RCW 49.46](#). See *Chapter 4.1 Employment Status*.

**DRAFT**

**Non-Represented Employees:** Employees holding positions that are not included in a bargaining unit that is represented by a union or guild.

**Part-Time Regular:** An employee hired into a position for an indefinite period of time and regularly scheduled to work at least twenty (20) hours per week and less than forty (40) hours per week. See *Chapter 4.1 Employment Status*.

**Personnel File:** The files, maintained by the Human Resources Department, containing information on a current or former employee, including date of hire, position title(s), performance reviews, disciplinary notices and payroll records. Records of internal investigations and medical information are kept in separate confidential files.

**Position Description:** Position descriptions are written specifications that describe the nature and level of the work, the distinguishing characteristics, essential functions, minimum qualifications and the knowledge, skills and abilities required to perform the job.

**Promotion:** See *Chapter 4.2 Salary Administration and Pay Practices*.

**Reclassification:** See *Chapter 4.2 Salary Administration and Pay Practices*.

**Represented Employees:** Employees holding positions that are included in a bargaining unit and represented by a union or guild

**Resignation:** voluntary separation from employment with the City that is initiated by the employee.

**Salary Grade:** A defined range of pay with a minimum and maximum value. Salary grades (also referred to as 'salary range') may be broken into defined steps.

**Salary Plan:** A document that outlines each Salary Grade, including each defined step if applicable, and indicates which positions fall within a specified Salary Grade.

**Seniority:** A measure of an employee's length of service. See *Continuous Service* definition. See also *Chapter 4.3 Re-Hires and Bridging Service Gaps*. Note: Collective Bargaining Agreements may have alternative definitions for seniority.

**Separation:** A voluntary or involuntary separation of employment. Can be a resignation, lay-off, retirement, etc. See *Chapter 2.6 Separation from Employment*.

**Supervisor:** An employee with the City who may be delegated responsibility and authority to hire, transfer, suspend, layoff, recall, promote, dismiss, evaluate, discipline or direct other employees, or to effectively recommend such action. An employee's supervisor is the management member who the employee reports directly to (may carry the position title of Supervisor, Manager, Director, etc.).

**Suspension:** A temporary separation from duty, with or without pay, of an employee: (1) for disciplinary purposes; (2) for the purpose of investigation of an accusation brought against an employee; or (3) where necessary to preserve employee safety or public confidence. See *Chapter 3.8 Disciplinary Process*.

**Temporary Employee:** An employee hired to fill a position with a defined end date. The length of a temporary position will generally not exceed six (6) months. See *Chapter 4.1 Employment Status*.

**DRAFT**

**Termination:** See *Separation* definition.

**Transfer:** See *Chapter 4.2 Salary Administration and Pay Practices*.

**Trial Period:** Also known as “probationary period.” A defined period of time (minimum 6 months) which is an integral part of the examination and selection process, during which an employee may be dismissed or returned to their previous job classification with or without cause, and without access to the grievance process. See *Chapter 2.4 Trial Period*.

**Volunteer:** An individual who performs services for the City who receives no compensation other than expenses, reasonable benefits or a nominal fee and who is not otherwise employed by the City to perform the same type of service. See *Chapter 7.4 Volunteer and Intern Programs*.

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.3 EQUAL EMPLOYMENT OPPORTUNITY**

---

The City of Mill Creek is an equal opportunity employer. We believe that every employee has the right to work in an environment that is free from all forms of unlawful discrimination. Consistent with applicable laws, the City will make decisions involving any aspect of the employment relationship without regard to race, color, religion, gender, national origin, age, disability (including pregnancy), sexual orientation, gender identity, marital status, citizenship, genetic information, or any other status or characteristic protected by local, state, or federal law. Discrimination and/or harassment based on any of those factors is in conflict with our philosophy of doing business and will not be tolerated. This policy of non-discrimination applies to all aspects of recruiting and employment, including compensation, benefits, advancement, transfers, training, reductions in force, and general employment activities.

**What is Unlawful Discrimination?**

Unlawful discrimination happens when being part of a protected class causes a person to be treated differently from others, either through disparate treatment or a disparate impact. A protected class is a group of people protected against unlawful discrimination through local, state, or federal laws. In the City of Mill Creek, discrimination is considered unlawful or prohibited when it is due to a person's race, color, religion, gender, national origin, age, disability (including pregnancy), sexual orientation, gender identity, marital status, citizenship, genetic information, or any other status or characteristic protected by local, state, or federal law.

**Reporting a Complaint**

Any employee with questions or concerns about equal employment opportunity in the workplace is encouraged to bring these issues to the attention of the City Manager and/or Human Resources. If an employee witnesses, or is the victim of, any disparate treatment or disparate impact, they should report their concern to the City Manager and/or Human Resources. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or unlawful discrimination.

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.4 EMPLOYEES WITH DISABILITIES**

---

The City does not discriminate against any qualified employees or applicants with regard to terms or conditions of employment because of the individual's disability, perceived disability, or record of such disability, so long as the employee can perform the essential functions of the job, with or without reasonable accommodation. Reasonable accommodation will be provided to a qualified individual with a disability who has made the City aware of his/her disability and requested accommodation, unless the accommodation would constitute an undue hardship on the City.

**Requesting an Accommodation**

Employees or job applicants with a disability, who believe they need reasonable accommodation in order to perform the essential functions of their job, should contact Human Resources. This information will be treated confidentially, except to the extent other employees have a need to know (in order to evaluate the accommodation request or to accommodate the disability).

The City encourages individuals with disabilities to request reasonable accommodation if needed, but employees are not required to disclose a disability unless they are seeking an accommodation. In order to ensure compliance with all applicable provisions of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD"), the City has outlined the following procedure for employees or job applicants requesting an accommodation:

- Upon receipt of an accommodation request, Human Resources and the employee's supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the employee believes the City might make to help overcome those limitations. As needed, Human Resources may seek input from the employee's health care provider(s) to confirm the need for and explore potential accommodations.
- The City will determine the feasibility of the requested accommodation by considering various factors, including, but not limited to, the length of time the accommodation would be needed for, the nature and cost of the accommodation, the City's overall financial resources, and the accommodation's impact on City operations, including its impact on the ability of other employees to perform their duties.
- Employees with disabilities are not entitled to the accommodation of their choice if an alternative reasonable accommodation is available that sufficiently enables the employee to perform the essential functions of his/her position. The City reserves the right to provide alternative accommodations as appropriate after engaging in an interactive process with the employee and/or his/her physicians. Whenever possible, reasonable accommodation will be made provided that the accommodation does not constitute an undue hardship.



**DRAFT**

- The ADA and the WLAD do not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).
- The City is responsible to inform the employee of its decision regarding the request for accommodation. If the request is denied, employees may appeal the decision by submitting a written statement to the City Manager explaining the reasons for the request. If the request on appeal is denied, the decision is final, but is subject to revision as conditions or circumstances may dictate.

Any employee or job applicant who has questions regarding this procedure or believes that he or she has been discriminated against based on a disability should notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent practical and permissible by law. Employees or job applicants who report discrimination will not be retaliated against in any way.

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.5 WHISTLEBLOWING**

---

The City strongly encourages employees to report improper governmental action taken by its officials or employees, and to do so without fear of retaliatory action. Per Washington State law, the following terms as used in this policy, are defined below:

*“Improper governmental action”* is any action by a City employee that:

- Is undertaken in the performance of the employee’s official duties (whether or not the action is within the scope of the employee’s job); and
- Is; (i) in violation of any federal, state, or local law or rule; (ii) an abuse of authority; (iii) of substantial and specific danger to the public health or safety; or (iv) a gross waste of public funds.
- *“Improper governmental action”* does not include personnel actions, such as: grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements, or reprimands.

*“Retaliatory action”* is any adverse change in the terms and conditions of a City employee’s employment.

**To Report Improper Governmental Action**

City employees who become aware of what they believe may be improper governmental action are encouraged to raise the issue first with the City, i.e., their supervisor, the City Manager, or City Attorney. The employee should submit a written statement within thirty (30) days of the incident occurring, or within thirty (30) days of the employee becoming aware that the incident occurred. The statement should describe in detail the basis for the employee’s belief that an improper governmental action has occurred.

In cases where the employee reasonably believes that the improper governmental action involves their supervisor, the employee shall raise the issue directly with the City Manager or City Attorney. In the case of an emergency, where the employee believes that imminent damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action. If the action creates an existing or imminent risk to employee or public safety, they should contact the police department and/or call 911.

The supervisor, City Manager, and/or City Attorney shall take prompt action to assist the City in properly investigating the report of improper governmental action. City employees involved in the investigation shall keep the identity of reporting employee(s) confidential to the extent possible, unless the employee authorizes the disclosure of his/her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action will be advised of a summary of the results of the investigation. Personnel actions taken as a result of the investigation may be kept confidential.

**DRAFT****Contacts**

City employees also have the right to report information about improper governmental action directly to the appropriate external government agency if they reasonably believe that (1) an adequate investigation was not undertaken by the City; (2) insufficient action has been taken by the City to address the improper governmental action; or (3) for other reasons the improper action is likely to recur. The following external agencies may accept reports, or may be able to direct an employee to the appropriate government agency in light of the nature of the improper government action:

Snohomish County Prosecuting Attorney's Office

[www.snohomishcountywa.gov/202/Prosecutor](http://www.snohomishcountywa.gov/202/Prosecutor)

(425) 388-3333

Washington State Office of the Attorney General

[www.atg.wa.gov](http://www.atg.wa.gov)

(360) 753-6200

U.S. Attorney's Office (Western District of Washington)

Department of Justice

[www.justice.gov/usao-wdwa](http://www.justice.gov/usao-wdwa)

(206) 553-7970 or (800) 797-6722

**Protection against Retaliatory Actions**

City officials and employees are prohibited from retaliating against a City employee because he/she has in good faith reported an improper governmental action in accordance with these procedures.

Employees who believe that they have been retaliated against should promptly advise their supervisor, the City Manager, City Attorney, or Human Resources. City officials shall take appropriate action to investigate and address complaints of retaliation. In addition or as an alternative, the employee may obtain protection pursuant to state law by providing a written notice to the Mill Creek City Council within 30 days of the alleged retaliatory action that specifies the alleged retaliatory action and the relief requested. The City will respond to a charge of retaliation in accordance with the process set forth in [RCW 42.41.040](#).

**Responsibilities**

The City Manager and Human Resources are responsible for implementing the City's procedures for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that these procedures are readily available to all employees, and are provided to all newly-hired employees.

Directors, managers, and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility.

**DRAFT**



**CHAPTER 1 – GOVERNING PRINCIPLES OF EMPLOYMENT**

**1.6 CONFLICTS OF INTEREST**

---

Promoting and preserving public confidence in City government depends largely on the integrity of City employees. No City employee shall engage in behavior or actions that are in conflict with, or would create the appearance of being in conflict with, official City business or the best interests of the City. Employees are expressly prohibited from using City personnel, time, property, equipment, or money for their own benefit or financial gain. Violations may lead to disciplinary action, up to and including termination.

Provided below are some examples of activities that are, or may be, prohibited. The examples provided are not meant as an exhaustive list. If an employee is not clear whether specific behavior would constitute a conflict of interest, they should seek immediate clarification from their supervisor, the City Manager, or Human Resources.

**Outside Employment**

Employees shall not engage in employment other than their City position if that employment would interfere with the efficient performance of their City job or would result in a poor public image for the City. Outside employment includes any activity for which an individual receives compensation, including consulting or self-employment.

**Solicitation**

Employees are not permitted to conduct or arrange for collections, solicitations or sales on City premises unless approved in advance by the City Manager.

**Political Activity**

In accordance with [RCW 41.06.250](#), employees shall have the right to vote and to express their opinions on all subjects and candidates, to hold any political office, and to be involved in any political campaign, as long as that involvement is not during working hours or while performing official City duties. Nothing in this section shall prohibit an employee from participating fully in campaigns relating to constitutional amendments, referendums, initiatives/issues of a similar character and for partisan or non-partisan offices, as long as involvement is not during working hours or while performing official City duties, and is not prohibited by law.

- Employees shall not hold a part-time public office for the City if holding office would interfere with the employee's official job duties.
- Employees shall not actively promote a political cause while at work unless they are acting in an approved official capacity on behalf of the City.
- City property or equipment shall not be used to further any political campaign or candidate.
- No person, elected official or City employee shall solicit a contribution to be used for political purposes on City property. Employees shall not use their City title or position to solicit or promote political activity. Employees shall not be required to make any contribution to a political party, an elected official, a candidate, or an initiative or referendum.

**DRAFT**

- This is not intended to prevent employees from participating in advocacy activities, such as testifying to the legislature on behalf of their professional organizations or associations. The City Manager should be informed about such activities in advance.

**Acceptance of Gifts**

City employees may not use their position to solicit or secure special treatment, privileges or anything of value for themselves or others on more favorable terms than those granted to the public. City employees may not accept any type of gift or favor in exchange for their official services, or that could be construed as influential in any matter related to their service for the City.

**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.1 RECRUITMENT AND SELECTION**

---

The City recruits and selects employees on the basis of skill, ability, experience, and competence. We provide equal employment opportunity to all applicants, without unlawful discrimination based on race, color, religion, gender, national origin, age, disability (including pregnancy), sexual orientation, gender identity, marital status, citizenship, genetic information, or any other status or characteristic protected by local, state, or federal law.

**Job Openings**

Many factors are considered when deciding to recruit for a new employee, including the department budget, position responsibilities, and the existing staff. Some job openings may be posted only for internal applicants, while others may be posted for external applicants as well. Job openings may only be posted with the approval of the City Manager, Finance Director, and Human Resources.

There may be instances when posting an open position is not required (for example, a reclassification of an employee, a formal appointment, etc.). Hiring without posting must be authorized by Human Resources and the City Manager. Selection procedures may be modified as appropriate when internal vacancies are being filled.

Prior to initiating the recruitment for a job opening, the hiring manager should work with Human Resources to develop a new position description, or review and make any necessary updates to an existing position description as appropriate. All newly created or updated position descriptions must be approved by both Human Resources and the City Manager.

**Recruitment**

All recruitments will be posted internally on the City's online employee portal for a minimum of six (6) working days. Recruitments may also be advertised on the City's external website. External recruitment efforts may begin concurrently with the internal posting. Generally, positions will be left open until filled, unless there is a need to interview or hire a candidate within a specific time frame. In this case, the closing date for the position will be clearly identified in all recruitment materials. At the request of the hiring manager, advertisements may be placed in designated newspapers, publications, newsletters, etc. Applications are only accepted for current open positions, and must be submitted along with any other required materials or forms on or before the final date and closing time if specified in the position announcement.

Upon request, the City will provide reasonable accommodation to applicants with a disability if needed. Applicants should notify Human Resources or the City Manager's office at least five (5) working days prior to that need.

**DRAFT**

**Selection**

Human Resources will work with the hiring manager to identify the best qualified applicants to move forward in the recruitment process. Various factors such as prior experience, training, education, past job performance, demonstrated interpersonal and communication skills, attitude, etc. will be considered when selecting an applicant for further consideration.

The selection process may include a phone screening or interview followed by a more formal in-person interview and/or other pre-employment activities.

**Hiring**

Prior to extending any offer of employment, the candidate's employment references must be checked by the hiring manager (or designee). Upon selection of a candidate, the hiring manager will partner with Human Resources to generate the terms of the offer letter (including starting salary). The hiring manager will then contact the successful candidate to officially extend an offer of employment or promotion. Any offer or agreement must be authorized by the City Manager in advance of the offer.

All employment offers will be contingent upon the applicant providing any required documentation and/or passing required pre-employment checks.

At the conclusion of the recruitment, all materials and/or documentation should be returned to Human Resources for filing with the recruitment file.

**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.2 POSITION DESCRIPTIONS**

---

Position descriptions (also referred to as “job descriptions”) will be created and maintained as a collaborative effort between Human Resources and the applicable Department Director. Position descriptions are used not only as a tool in managing compensation, but also for performance management, employee development, workforce planning and determining employee and organizational training needs. They are meant to reflect the current responsibilities of the job described and will be created, updated, or retired as needed to reflect the changing needs of the Department and/or the City. Existing position descriptions shall not be seen as limiting the authority of the City to design, redesign, or assign work.

All position descriptions will contain, at minimum, the following sections:

- Position Title
- Department
- Salary Grade
- Representation
- Job Classification
- Reports To
- FLSA Exempt Status
- General Description
- Essential Job Functions
- Qualifications
- Minimum Requirements

Position descriptions will also work in conjunction with documentation of Physical Requirements and Working Conditions.

Position titles should be concise, meaningful, and descriptive of the work being performed. Essential Job Functions should be regarded as a list of minimum and high priority functions of a specific position, and not as prescribing the exact or complete duties of any position. Qualifications and Minimum Requirements sections will document the information necessary to recruit and select appropriate applicants that will be likely to succeed in the described position.

All position descriptions must be approved by both Human Resources, the applicable Department Director, and the City Manager. When new position descriptions are created or existing position descriptions are significantly altered or retired, Union or Guild representatives may also be notified if necessary under the respective CBA.



**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.3 BACKGROUND AND REFERENCE CHECKS**

---

The City performs pre-employment checks when hiring for all positions within the City. The purpose of these checks is to determine the qualifications and suitability of applicants, ensure the safety of other City employees and the public, and to comply with state and federal laws. Offers of employment are contingent on all pre-employment checks coming back satisfactory.

The City is committed to ensuring that its pre-employment checking procedures comply with all applicable laws, including federal and state equal opportunity laws. The particular pre-employment check(s) that are run will be determined by the specific position the applicant is applying for. Any or all of these checks may also be run on current employees applying for a position which requires background or reference checks that have not previously been performed.

**Reference Checks**

In considering a candidate for hire, reference checks may be completed prior to or in conjunction with extending a job offer. These are generally telephone calls made by the hiring manager to the candidate's prior employers or other references to verify employment, performance, skills, character, etc. Reference checks must be completed before the employee begins work.

**Background Checks**

All positions (including interns and ongoing volunteers) will require a "basic" level background check that includes criminal conviction history. Additional checks (such as a credit check or verification of education) may be run if applicable to the position the applicant is applying for. Applicants for law enforcement positions may also be required to submit to a psychological evaluation, polygraph, medical exam, and/or additional background and reference checks.

Prior to any background check, applicants will be advised that the background check is required, and applicants will be required to sign appropriate authorizations prior to the City performing any background check.

Any information provided by the applicant found to be false or intentionally misleading will be grounds for disqualification or termination.

**Background Checks – Other**

Depending on the nature of an employee's position, additional background checks may be required after hire. For example, Passport Acceptance Agents must have a separate background check completed by the Department of State, and a background check including fingerprinting is required for unescorted access to the Police Department. While these background checks can normally be submitted after a new employee begins work, continued employment may be contingent on the results being satisfactory.

**DRAFT****Disqualification or Termination**

All decisions with respect to employment will be based upon the totality of the applicant's qualifications and results of any background or reference checks. Applicants will not be rejected based solely on a criminal conviction. The determination will be based on the following factors:

- The nature and gravity of the offense(s) committed
- The amount of time that has passed since the offense was committed
- The nature of the job for which the applicant is being considered

If the City determines that the applicant's criminal record should preclude employment in the position sought, the candidate will be notified and afforded an opportunity to demonstrate why the criminal record should not preclude employment.

**Driving History Checks**

Employees that must drive a City vehicle for business purposes must provide a copy of their current Driver License and allow the City to check their driving history yearly. Employees must self-report incidents that may affect their ability to drive a vehicle in the course of their work for the City.

Employees that are unable to lawfully operate a motor vehicle will be, depending on the nature of their job duties, temporarily reassigned, sent home until they are able to lawfully operate a motor vehicle, or be terminated. This decision must involve Human Resources and the City Manager. Additional information can be found in section [7.5 Vehicle Usage](#).

**Confidentiality**

The results of all background checks, reference checks, or other pre-employment checks will be kept confidential, and information will be shared only with City personnel who have a legitimate need to know.

**Reference**

[RCW 43.43.830](#) – Background checks – Access to children or vulnerable persons – Definitions.

**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.4 TRIAL PERIOD**

---

**Trial Period**

When an employee is newly hired, the initial six (6) months in that job are considered a trial period. During the trial period, the City evaluates the job performance, ability and potential of new employees, and new employees have the opportunity to evaluate the City as an employer. The supervisor will orient the employee to the new job/department, provide training, observe, and evaluate the employee’s job performance and ability to successfully perform the job. The six (6) month trial period does not apply to employees that have been called back from a lay-off.

Existing employees who have been transferred or promoted must also successfully complete a six (6) month trial period in their new position. Employees who do not successfully complete their trail period may be returned to their former position or another position for which they qualify, if a vacancy exists. If there is no vacancy, the employee may be discharged.

Rules governing the trial period may be different for employees covered by a collective bargaining agreement.

**Supervisor Responsibilities**

One of the critical objectives of a trial employment period is to determine the new employee’s ability to perform a job. It is important that the supervisor clearly communicate the expectations for the employee’s job performance and their assessment of how the employee’s performance is meeting these expectations. Prior to the end of the trial period, the employee will receive a written evaluation that will document whether the employee is successfully meeting the performance expectations of the job.

**Extension of the Trial Period**

The department manager may extend the trial period for an additional amount of time, not to exceed six (6) additional months, in certain circumstances. This extension must be documented in the employee’s personnel file and authorized by the City Manager and Human Resources. Some of the reasons for doing this may be:

- Additional training is required to achieve satisfactory performance in the new job.
- A performance problem has developed which is deemed to be correctable with additional time, and it is in the interest of the City to do so.
- The department manager determines that there has been an insufficient or inadequate opportunity to effectively evaluate the employee’s performance.

The supervisor should meet with the employee to discuss the reason for extending the trail period. If the extension is due to job-performance deficiencies, a written plan for correcting the deficiencies should be developed, documented and signed. (Performance Improvement Plan form may be used for documentation).

**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.5 PERFORMANCE MANAGEMENT**

---

**Philosophy**

The City of Mill Creek’s performance management program consists of multiple components designed to promote high performance and employee engagement. These components provide clear expectations for employees and supervisors, consistent methods for discussing individual employee performance, and tools for employees and supervisors to utilize when performance falls below standard. Each component is designed to work with the others in a constructive way. These components include our organizational STAR Values, Position Descriptions, Performance Evaluations, development and/or improvement plans, and a Disciplinary Process.

**Supervisor Responsibilities**

All supervisors are responsible for the following with regards to Performance Management:

- Set clear expectations for employee performance.
- Provide (or arrange for) the appropriate training for employees to meet those expectations.
- Provide employees with the necessary communication, tools, materials, or resources to perform their jobs properly.
- Model the City’s STAR values on a daily basis – lead by example.
- Provide timely feedback on employee performance (outside of performance evaluations) and document when appropriate.
- Complete performance evaluations in a timely manner and set aside an appropriate amount of time for the one on one discussion.
- Take disciplinary action when appropriate.

**Employee Responsibilities**

All employees are responsible for the following with regards to Performance Management:

- Learn what is expected in your job. Ask clarifying questions when needed.
- Actively participate in all training provided, and request specific training from your supervisor when you believe it is necessary.
- Inform your supervisor when there are barriers to completing your work properly. Communication is key!
- Model the City’s STAR values on a daily basis – strive to be a leader among your peers.
- Request feedback from your supervisor on your performance if you are unsure how you are doing.
- Actively participate in the one on one discussion with your supervisor during your performance evaluations.

## DRAFT

### STAR Values

An important component of the City's performance management program is the City of Mill Creek's workplace values; known as the "STAR" values. These values were developed to help formalize performance expectations and to reinforce the attitudes, behaviors, and contributions that the City values in its employees. They support organizational goals and objectives, help drive employee engagement and job satisfaction, and provide guidance to employees in making the best decisions in the performance of their jobs.

The City's STAR values are:

- **Service:** Through continuous improvement, innovation, creativity, professional competence and hard work, we enthusiastically provide outstanding service to all customers, internal and external.
- **Teamwork:** In order to support our shared goals and successes, we teach, learn from, collaborate and cooperate with others, while being flexible, adaptable and inclusive.
- **Accountability:** We are responsible for our actions and decisions, and always portray honesty, integrity, transparency and leadership in our contributions.
- **Respect:** We take pride in our work and accomplishments, and in the work and accomplishments of others. We support an environment that honors the value and dignity of all individuals.

### Performance Evaluations

Performance evaluations are another important component of the City's performance management program. Employees will receive performance evaluations under the following circumstances; upon completion of their probationary period or seasonal / temporary position, and yearly on or around their anniversary date to provide continuing feedback. Employees may be evaluated more frequently if necessary to facilitate effective communication and feedback between the employee and their manager, or if required by their department or position.

All performance evaluations will be completed by the employee's immediate supervisor at the close of their evaluation period. If an employee has worked for multiple supervisors during that evaluation period, their immediate supervisor should make an effort to collect feedback from the employee's previous supervisors to ensure the evaluation provides an accurate picture of the employee's performance during that evaluation period.

Employees will be evaluated on their work performance as it relates to their job description, the City's STAR Values, and any performance goals that were assigned during their previous evaluation or throughout the evaluation period. Employees will be given an opportunity to discuss their past performance and future goals in a one on one meeting with their supervisor. Employees that supervise others will also be evaluated on their supervisory skills.

### Performance Improvement Plans

If an employee's overall work performance results in an evaluation that does not meet the minimum requirements or expectations of their position, that employee will be placed on a Performance Improvement Plan (PIP). The PIP in and of itself shall not be considered disciplinary action, but could lead to disciplinary action if an employee does not successfully follow or complete the plan. A supervisor may initiate a PIP at any time if they have determined that the employee's performance or behavioral concerns are serious enough to require marked improvement in order to achieve a satisfactory performance level.

**DRAFT**

The purpose of the PIP is to outline the performance or behavioral concern(s) that the supervisor has identified, clearly define a plan of action for the employee to complete within a specified time frame to bring their performance up to expectations, and define what actions the employee can expect to see if they fail to successfully follow or complete the plan. A copy of the signed PIP will be kept in the employee's personnel file. At the end of the time period specified in the PIP, the employee and their supervisor will meet to discuss the plan's success, and close out, adjust, or extend the plan as appropriate.

**DRAFT**



**CHAPTER 2 – EMPLOYMENT PRACTICES**

**2.6 SEPARATION FROM EMPLOYMENT**

---

**Voluntary Termination**

In most cases, separation from employment is initiated voluntarily by the employee. There are multiple reasons for this happening, for example; an employee accepts another job, moves out of the area, retires, etc. Although an at-will employee may resign at any time, the City expects that, as a professional courtesy, the employee give a minimum of two (2) weeks notice, or at least two (2) weeks of work at the employee's regular schedule before the resignation becomes effective. The City also requests that an employee provide his/her supervisor or department manager a written notification explaining the reason(s) for the resignation and the effective date. This can be through a letter written from the employee to the supervisor, or by using the City's Employment Separation form.

The supervisor is responsible for assuring that separation notification is submitted to Human Resources as soon as they become aware, and will also be responsible for collecting City property, such as keys, telephones, equipment, etc., and ensuring that access to buildings and/or systems is discontinued.

Employees will typically not be allowed to use paid time off during their notification period. An employee who resigns without any notification, or does not work their notification period, may be considered ineligible for re-hire with the City.

**Involuntary Termination**

In some instances, separation from employment is initiated by the City and is involuntary for the employee. There are multiple reasons for this happening, for example; serious misconduct, inability to perform essential job functions, elimination of position (layoff), resignation in lieu of termination, etc.

Depending on the reason for separation, the employee may or may not be given a notice period prior to their separation date. Written notification including the terms of the separation will be placed in the employee's personnel file and a copy will be given to the employee prior to the separation date.

**Layoff**

On occasion, the City may find it necessary to lay off employees due to lack of work, budgetary constraints, or restructuring of the work force. Affected employees will be given as much notice as reasonably possible under the circumstances before the layoff occurs and reasonable efforts will be made to transfer the affected employees into other positions. Generally, the layoff procedure is as follows, although the City retains the discretion to follow some or none of the steps below:

- In most cases, temporary or casual employees performing similar work should be laid off before regular employees are affected.

**DRAFT**

- Options such as part-time work schedules, job sharing, and voluntary schedule and/or pay reductions may be explored if feasible and approved by the City Manager.

Alternative rules may apply to employees covered under a collective bargaining agreement.

**Retirement**

Retirement is regarded as a voluntary separation, the same notification expectations exist, and the same Employment Separation form may be used. To facilitate a smooth transition from work to retirement, employees who will be applying for retirement from the Department of Retirement Systems (DRS) may want to contact DRS prior to retirement. DRS will be able to answer questions and coordinate required paperwork and/or notification. Employees should be aware that if they plan to work after retirement, there may be restrictions on the hours they may work, or the positions they may work in. Before returning to work after retirement, employees should contact any agency they are receiving a benefit from to ensure that those benefits will not be affected.

**Final Paycheck**

The employee's final paycheck will be paid through direct deposit on the next regular payday following the effective date of the separation.

- Upon separation of an employee by resignation, layoff, termination, or death, any accrued and unused annual leave and comp time is paid to the employee (or beneficiary) in full on the final paycheck at the employee's pay rate at the time of separation.
- Unused administrative leave is not paid out upon separation.
- Unused floating holidays are not paid out upon separation.
- Unused sick leave is not paid out upon separation, except in the following circumstances: Upon voluntary resignation or lay-off, employees in good standing with at least ten continuous years of service, or the equivalent of at least fifteen years of non-continuous service with the City, will be paid out 25% of their accrued sick leave balance, up to a maximum of 200 hours.



**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.1 PERSONAL APPEARANCE AND DRESS CODE**

---

**General Guidelines**

In the interest of the City and the public, it is desirable to maintain a high standard of professionalism in the workplace, both in appearance and in conduct. City employees are expected to present a neat, clean, professional appearance that is appropriate to the work they perform. More specific departmental dress and grooming standards may be defined by department managers as required to meet operational and/or safety needs. Standard uniforms are required in some departments (i.e. Police, Public Works).

Employees are encouraged to always use their best judgment with respect to their attire and appearance, and to ask their supervisor if they need clarification.

**Personal Appearance**

Personal cleanliness and good hygiene are required of all employees at all times. Clothing should be clean, neat and wrinkle free. An individual who reports to work inappropriately dressed or poorly groomed may be sent home and asked to return to work with attire or grooming standards that meet the requirements of this policy. Heavily scented lotions, perfumes, or colognes should be avoided.

Visible tattoos and body piercings are not prohibited if in good taste and not likely to be offensive to co-workers or the public. Tattoos with vulgar or offensive content must be covered completely while performing work for the City.

**Appropriate Work Attire**

In general, standard work attire at the City of Mill Creek is “business casual.” Business casual is described as “*comfortable, while projecting a professional and businesslike image to our customers.*” Business casual dressing would include neat, clean and wrinkle free clothing that would be appropriate to the type of work and/or interactions that are required by the employee’s particular position. City logo wear is encouraged, but not required unless otherwise specified by the department supervisor.

Formal business attire, such as a business suit, may be required at certain times depending on the specific business activity or work environment.

Managers will clarify standards of dress within their respective departments, taking into account the type of work the department performs. Employees who work in the field, and not primarily in direct contact with the public may dress more casually if necessary to do their job, but should always be mindful of the City’s public image. For example; casual jeans, sweatshirts and work boots may be appropriate dress for Public Works employees, but inappropriate for staff working in the office. Casual clothing such as tee shirts, athletic shoes, shorts and/or hats may also be acceptable in certain circumstances, such as when engaged in active recreation supervision or other similar work activities.

**DRAFT**

Shoes for all employees should be clean, safe, and job appropriate. Some departments may have specific requirements for work shoes or boots.

**Inappropriate Work Attire**

The following types of clothing are some examples of attire that is inappropriate for the workplace and not allowed:

- Immodest or revealing clothing such as very short shorts or skirts.
- Clothing that is see-through, very tight, ill-fitting, or worn without appropriate undergarments.
- Very casual shoes such as flip flops.
- Clothing with words, sayings, or pictures.
- Any clothing that prevents an employee from wearing required protective equipment.
- Any clothing or jewelry that is deemed unsafe to wear for the work being performed.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.2 ATTENDANCE**

---

**General Guidelines**

In order to maintain a safe and productive work environment, the City expects employees to be present at their worksite and ready to work during their regularly scheduled hours. Absence and/or tardiness can disrupt the workplace and place a burden on other employees and on department and City operations. Regular and satisfactory attendance is a requirement of every position within the City of Mill Creek. Habitual or excessive attendance issues may be a cause for disciplinary action, up to and including termination.

**Notification Requirements**

Note: Notification requirements or procedures may differ within the City departments based on the nature of the work being performed and the operational needs of the department. Managers are responsible for clarifying specific departmental procedures regarding notification with their respective employees. Employees are responsible for knowing and following the attendance procedures within their respective department as well as the following guidelines:

- When employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as early as possible in advance of the anticipated tardiness or absence. In general, notice should be at least an hour prior to their scheduled start time.
- Employees are required to notify their supervisor each day of their absence, unless prior notification of a specific duration of absence has been provided (such as with an approved leave of absence or other approved time off). For clarification on use of sick leave, FMLA leave, or other types of leave, see [Ch. 5 Time Off and Leaves of Absence](#).
- Scheduled time off should be pre-arranged with the employee's supervisor in advance of the need to take time off in order to facilitate departmental planning and work coverage.
- If an employee needs an extended lunch break or to leave work early, notice must be given to the supervisor in advance, and the supervisor must approve of the adjustment to the employee's work hours.
- Supervisors have the discretion to not approve time off requests or adjustments if doing so would be detrimental to department operations.

An employee who is absent without providing notice (no call/no show) may be subject to disciplinary action. Absence for three (3) consecutive days/shifts without notification may be considered job abandonment and a voluntary resignation.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.3 ANTI-HARASSMENT**

---

The City of Mill Creek is committed to providing a professional environment where all individuals are treated with respect and dignity, and all relationships are free of bias, prejudice, unlawful harassment and discrimination. Actions, words, jokes, comments, texts, email or physical gestures considered to be harassing or discriminatory will not be allowed. Intolerant, disrespectful, denigrating, bullying or intimidating behavior is expressly prohibited by the City, and will result in appropriate disciplinary action, up to and including termination of the offender.

**What is Harassment?**

“Harassment” is any **unwelcome** conduct, verbal or physical, based upon one’s race, color, religion, gender, national origin, age, disability (including pregnancy), sexual orientation, gender identity, marital status, citizenship, genetic information, or any other status or characteristic protected by local, state, or federal law which:

- creates an intimidating, hostile, or offensive working environment,
- unreasonably interferes with an individual’s work performance, or
- otherwise adversely impacts an individual’s work performance or work environment

Harassment can also be sexual in nature, involving comments, suggestions, or touching that is unwanted, uninvited, or offensive, or “quid pro quo” harassment, which involves requests for sexual favors in exchange for something (such as a promotion, or a positive performance evaluation).

Harassment and discrimination in the workplace is prohibited by both law and company policy.

It is important to remember that what is unwelcome or offensive to one person may be different from what is unwelcome or offensive to another.

**Examples of Harassment**

Examples of harassment may include, but are not limited to:

- Offensive pictures, cartoons, stories, or jokes (for example, a racially demeaning joke)
- Unwelcome requests for sexual favors
- Touching that is unwelcome or uninvited (can include hugs)
- Disciplining an employee for refusal to provide sexual favors
- Unwelcome or uninvited comments that are sexual in nature
- Showing an inappropriate video at work (such as comedy that is derogatory in nature, or a video with inappropriate sexual content)

Note: there may be other topics that are inappropriate for work that do not fall under the definition of harassment. Employees should use their best judgement when engaging in non-work related conversations with their co-workers.

**DRAFT****Employee Responsibilities**

All employees are required to abide by the City's STAR values and treat each other with respect and dignity. Should any form of harassment be witnessed or suspected, employees are strongly encouraged to report the incident, either verbally or by written complaint to Human Resources, the City Manager, or a department director, and may do so without fear of retaliation. Any employee can and should report harassing behavior, even if they do not feel that they are the victim of the harassment.

**Supervisor Responsibilities**

All City management members are responsible for taking immediate and appropriate corrective action if they witness inappropriate behavior or receive a complaint. Managers are expected to enable channels of communication to allow employees to raise concerns of sexual or other harassment without fear of retaliation, to address observed harassment, and to treat harassment matters with sensitivity, objectivity and confidentiality. All complaints should be relayed to Human Resources, the City Manager, or the City Council (as appropriate for the situation) to allow for investigation.

**Reporting Harassment**

The first step employees should take (if appropriate to the situation) is to notify the offender that their behavior is unwelcome and request that it be immediately discontinued. Often, this action will resolve the problem.

If the employee does not believe this action to be appropriate, they should notify their supervisor, another member of management, Human Resources, or the City Manager as soon as possible. Complaints may be made either verbally or in writing. It is helpful if the employee documents the incident and what their response was, including dates, times, and witnesses. This statement may prove helpful if the harassment continues and an investigation is conducted.

Sometimes an employee reporting harassment seeks only to discuss the matter informally and does not wish the City to undertake an investigation or to take further steps. Individuals reporting harassment should be aware that the City may be required to take action to address the harassment, regardless of their preference.

**Investigating Harassment**

Once reported, all complaints of harassment will be investigated thoroughly. Choice of investigator, level of formality, and the procedures used in the investigation may vary depending upon the nature of the allegations and circumstances of the situation. The investigation may include interviews with the involved parties, with employees or others who may have observed the incident, or with employees who may be similarly situated and able to provide pertinent information. Confidentiality will be maintained throughout the investigatory process to the extent practical and consistent with the City's needs. The City will make every effort to ensure that complaints of harassment or discrimination are resolved promptly, effectively, and as confidentially as possible.

If harassing conduct is found to have occurred, the City will take prompt and appropriate corrective action. Discipline may include verbal and written reprimands, professional counseling and/or training, reassignment, or other appropriate action, up to and including termination. The affected individuals will be informed of the outcome of the investigation.

**DRAFT**

False or malicious complaints of harassment, discrimination or retaliation will be dealt with appropriately, and may warrant disciplinary action.

There will be no retaliation by the City, its officers, elected officials, supervisors, or other employees toward an employee bringing a complaint in good faith, or cooperating with the investigation of a harassment complaint, even if the complaint of harassment is ultimately unsupported by the investigation. Should the City find evidence of retaliation, immediate and appropriate corrective action will be taken.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.4 DRUG FREE WORKPLACE**

---

The City of Mill Creek is committed to protecting the safety, health and well-being of our employees and visitors, and we strive to maintain a drug and alcohol free workplace. The manufacture, possession, distribution, dispensing, consumption/use of marijuana, alcohol, or drugs/controlled substances by employees is strictly prohibited in the workplace and may be cause for disciplinary action, up to and including termination.

Employees under the influence of marijuana, alcohol, or drugs/controlled substances may have impaired work performance and can pose a serious safety hazard to themselves, co-workers, and the public. We encourage employees to voluntarily seek diagnostic, counseling and treatment services (such as those provided by the City's health care plans and Employee Assistance Program) if they are concerned that they may have a dependency.

**Definitions**

The following definitions apply specifically to this section:

- **Chemical Dependency.** Addiction to alcohol or controlled substances (either of a prescription or illegal nature); this definition does not cover those who have successfully completed a recognized rehabilitation program and are no longer alcohol or controlled substance users.
- **Controlled Substances.** Those substances whose distribution is controlled by regulation or federal/state law.
- **Drugs.** Any substance that, in the opinion of the employee's supervisor, impairs an employee's ability to perform his/her job or that poses a threat to the safety of others. This definition includes prescription and over-the-counter medications.
- **Impaired Behavior/Under the Influence.** Behavior that may limit the employee's ability to perform his/her job duties safely and efficiently or that poses a threat to the safety of the employee or others.
- **Workplace.** Includes all property owned or leased by the City, City controlled premises, vehicles, and workstations.

**Employee Responsibilities**

To ensure a workplace free from the recognized hazards of marijuana, alcohol, and drugs/controlled substances, the following responsibilities lie with employees of the City at every level.

- Employees may not report to work if they are impaired by or under the influence of marijuana, alcohol, or drugs/controlled substances, even if their use or consumption occurred off-duty.
- Consumption or use of marijuana, alcohol, or drugs/controlled substances during the work shift, including on unpaid breaks, is prohibited. Note: Possession and use of prescription drugs (excluding medically prescribed marijuana) or over-the-counter drugs is not prohibited if taken in standard dosage or according to prescription.

**DRAFT**

- Employees taking prescription or over-the-counter drugs that would prevent the employee from performing their job safely or effectively must inform their supervisor and/or the Human Resources Manager. Depending on the nature of the employee's job and the availability of alternative work, they may be temporarily re-assigned or sent home.
- Employees are required to comply with reasonable suspicion drug/alcohol testing as described below. Failure to promptly consent to such tests or testing positive for drugs or alcohol may result in discipline up to and including termination.
- Employees must report criminal convictions for illegal drug activity in the workplace in accordance with the Drug-Free Workplace Act of 1988. The report must be made in writing to their department director or his/her designee within five calendar days of the conviction. Failure to do so may lead to disciplinary action, up to and including termination.
- All employees must agree to comply with the responsibilities and procedures described here as a condition of employment. Violations may subject the employee to appropriate disciplinary action, up to and including termination of employment.

**Employer Responsibilities**

- Personal information related to drug and alcohol testing or treatment that is shared with Human Resources will be kept confidential to the extent permissible by law. Any related documentation is maintained separately from the employee's performance related personnel records.
- The City will provide reasonable accommodation to support employees participating in a professional treatment program as long as the accommodation does not impose an undue hardship on the City.
- No employee will be disciplined or discriminated against simply for seeking help and/or participating in a treatment program. However, if an incident at work occurs that violates City expectations, policies, or guidelines, the City reserves the right to take disciplinary and/or corrective action as appropriate, up to and including termination.
- In compliance with the Drug-Free Workplace Act of 1988, additional requirements are made of any City employees who work in a department or division that receives one or more federal contract awards of \$25,000 or more, or a federal grant regardless of grant size as follows: The City Manager or his/her designee shall notify the federal contracting or granting agency of any criminal convictions of employees for illegal drug activity in the workplace within ten (10) days of learning about the conviction.

**Drug and Alcohol Testing**

In cases where the City has reasonable suspicion that an employee may be under the influence of marijuana, alcohol, or drugs/controlled substances while on duty, the City may require that employee to submit to appropriate tests, including urinalysis or breath tests, to determine the presence of marijuana, alcohol, or drugs/controlled substances in the employee's system.

Reasonable suspicion testing determinations must be supported by written documentation from an observer that includes specific, contemporaneous, and articulable observations. (Observations may include information about an employee's behavior, appearance, speech or body odors associated with alcohol or drug use.) City personnel authorized to make reasonable suspicion determinations must be familiar with the signs and symptoms of drug and alcohol use. Drug and alcohol testing (excluding a preliminary breath test if appropriate) may only be conducted by a laboratory certified by the U.S. Department of Health and Human Services. An employee required to submit to reasonable suspicion testing will be relieved from duty and transported by a City representative to a collection site.



**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.5 NON-SMOKING WORKPLACE**

---

In order to maintain a safe and healthy work environment for all employees and the community, the City prohibits smoking and the use of tobacco related products (including vaporizers, e-cigs, chewing tobacco, etc.) in all City vehicles and facilities, including City owned or leased buildings and offices. Smoking and the use of tobacco products is prohibited within twenty-five (25) feet of any entrances, exits, windows that open, parking areas and ventilation intakes that serve an enclosed area. This applies to any “place of employment” or “work areas,” and any area which employees are required to pass through during the course of employment.

Washington law significantly restricts the outdoor areas where individuals may smoke in relation to the location of City buildings, City parks, work areas and public places. Because the law prohibits any person from smoking at a place of employment, members of work crews are prohibited by law from smoking at any worksite locations. When at a worksite, an employee may only smoke while on his or her break, and must be at least 25 feet from other working City employees, and 25 feet from all entrances, exits, windows that open, parking areas, and ventilation intakes that serve an enclosed area where smoking is prohibited.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.6 WORKPLACE VIOLENCE**

---

**What is Workplace Violence?**

“Violence” in this section means a verbal or physical action or behavior that may include, but is not limited to:

- Behavior that would be interpreted by a reasonable person as menacing or potentially harmful, or would cause a reasonable person to feel unsafe;
- Physical assault;
- Intimidating or abusive behavior or language (this may include yelling, screaming, written threats, inappropriate use of phones, email, etc.);
- A communicated or reasonably perceived threat to harm, harass, abuse, or intimidate another;
- Threatening to destroy or destroying property; or
- Carrying or displaying weapons.

In order to promote a positive, respectful and safe work environment that reduces the potential for violence in and around the workplace, the City of Mill Creek will not tolerate acts or threats of violence, either implied or actual, from any person, made toward employees, the public, City property, or in connection with City business. Even threats made in jest will not be tolerated. The City will utilize appropriate means of enforcement or intervention to protect the workplace from violence. An employee who exhibits violence as defined above may be subject to disciplinary action up to and including termination.

**Reporting and Responding to Threats**

City employees are responsible for notifying management of any potential threats they have witnessed, received, or have been told about. Any employee involved in situations on the job where they fear physical violence, or have concern for their own safety or the safety of others, should immediately report the situation to their manager, Human Resources, or another member of City management who will initiate an investigation.

City employees who witness or are the victim of a threat that creates an existing or imminent risk to employees or public safety should contact the police department and/or call 911.

Supervisors who believe that an employee represents a workplace violence concern should notify the City Manager or Human Resources immediately. The City has a responsibility to investigate and respond to all violent or potentially violent situations. Behavioral problems will be addressed through corrective counseling and disciplinary action as appropriate to the circumstances, up to and including termination.

In some cases, a criminal charge or investigation may also be applicable. Appropriate discipline or discharge of City employees is not contingent on a criminal conviction.

**DRAFT****Concerns about Non-Employees**

While the City holds a strong commitment to customer service, employees are not expected to be subjected to verbal abuse or physical threats from the public (this includes contractors or vendors as well). Employees experiencing violent or threatening behavior from a customer, contractor, member of the public, etc. should immediately notify their supervisor.

If any altercation constitutes an emergency, the employee or supervisor should CALL 911 (dial 8-911 when using City phones). Any threats of harm or violence will be referred to the police department.

**Safety Concerns and Court Orders**

Any employee who is concerned about personal safety at the workplace may request security precautions from City management, his or her supervisor, and/or the City police department at any time (e.g. an escort to and from his/her vehicle or other appropriate precautions).

If an employee has been served a protection or no-contact order that would restrict his/her ability to perform assigned duties or be at a City work location, he/she is required to inform his/her manager. The manager, in consultation with Human Resources, will consider possible job modifications and the safety interests of other employees and the public when determining an appropriate course of action. The City reserves the right to discipline and/or terminate the employment of employees who are restricted in their ability to perform their job duties as a result of court issued orders.

**Assistance with Workplace Violence Concerns**

The City offers an Employee Assistance Program (EAP) to assist employees and their families when experiencing personal or job-related problems. An employee of the City wishing confidential assistance can call the EAP office for assessment, referral to treatment, and follow-up.

The City does not have access to EAP information unless authorized by the employee or in situations when information must lawfully be disclosed by the EAP for the protection of others.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.7 PERSONAL WEAPONS**

---

The City prohibits wearing, transporting, storing, or the presence of firearms or other weapons while on City premises or property or performing work for the City off-site except in the case where those employees are: **1)** employed as commissioned law enforcement officers, or **2)** legally in possession of a weapon, and the weapon is locked within a personal vehicle and concealed from view ([RCW 9.41.050.2](#)). Note: Law enforcement officers may have additional or alternative policies or procedures that describe the possession or use of personal weapons while on duty. Law enforcement personnel should follow their department specific policies or procedures relating to personal weapons.

If the City has reasonable suspicion that an employee is in violation of this section and represents a threat to other City employees, City property, or the public, the City reserves the right to conduct and/or allow a search of City property, or the employee's personal property (including their vehicle) if located on City premises or used in City work. City representatives must receive written consent from the employee prior to a search of personal property. Refusal to provide consent for a search under these circumstances may result in termination of employment.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.8 DISCIPLINARY PROCESS**

---

**Philosophy**

The City relies on each employee’s good judgment, professionalism, and sense of responsibility to residents and co-workers as the principal source of guidance in the performance of their work. This section is intended to illustrate the parameters of acceptable conduct and provide for consistency in actions taken when those parameters are exceeded. Disciplinary actions for seasonal, temporary, or probationary employees may be handled summarily instead of progressively if appropriate.

Each step of disciplinary action should be constructive, and include an attempt to help the employee correct job performance deficiencies or violations of standards of conduct by clearly identifying the deficiency or violation and describing how to correct the deficiency or offending behavior.

In most situations, when discipline becomes necessary, the steps of disciplinary action described on the next page will be applied in progressive, sequential order beginning with the least severe action. If, after taking into account the totality of the situation and the severity of the infraction, a different course is deemed to be necessary, then the steps in this sequence may be omitted, repeated, or rearranged. Any deviation from progressive, sequential order must be approved by Human Resources and the City Manager.

**Verbal Counseling or Coaching**

Verbal counseling or coaching should be used for minor instances of misconduct, to inform an employee of a potential performance issue, or to clarify an expectation. In most cases, counseling or coaching is not considered disciplinary action and may take the form of an informal conversation, be part of a one on one meeting, or occur in conjunction with a Performance Improvement Plan.

**Pre-Disciplinary Meetings**

For any discipline more severe than a written warning, a pre-disciplinary meeting shall be held. The employee will be given a written notice of the reason for discipline and a summary of the facts. The employee will be given a reasonable length of time, dependent on the situation, to respond to the notice, either orally or in writing, and to explain if/why the disciplinary action is not warranted. The pre-disciplinary meeting shall not be construed to limit the City at any subsequent hearing or proceeding from presenting a more detailed and complete case, including the presentation of witnesses and/or documents not previously made known to the employee. The disciplinary decision may be made immediately upon conclusion of the pre-disciplinary meeting or within five (5) days thereof.

**DRAFT****Steps of Disciplinary Action**

The following steps of disciplinary action are presented in progressive, sequential order, from least to most severe.

- **Written Warning**  
A written warning is issued to an employee when verbal counseling or coaching has failed to correct the offending behavior, or if misconduct or inadequate performance is severe enough to require formal written documentation. The intent of the written warning is to define the seriousness of the situation so the employee may take immediate corrective action. Written warnings will be retained in the employee's personnel file.
- **Disciplinary Probation**  
Disciplinary probation may be used if a written warning has failed to correct the offending behavior, or if misconduct or inadequate performance is severe enough to require the employee to be placed on disciplinary probation. Disciplinary probation is generally considered to be a final warning and typically includes specific requirements that must be clearly demonstrated within a period of time. Documentation of the circumstances related to disciplinary probation will be placed in the employee's official personnel file, and must be signed by the department director and Human Resources. An employee who is on disciplinary probation and receives further disciplinary action (related or unrelated to the cause of the disciplinary probation) could be immediately terminated.
- **Disciplinary Suspension**  
Depending upon the seriousness of the employee's behavior or misconduct, disciplinary probation may be accompanied by a disciplinary suspension. A disciplinary suspension is a suspension without pay and should not exceed fifteen (15) working days. The City Manager must approve all suspension without pay actions. Documentation regarding the disciplinary suspension will be placed in the employee's official personnel file, and must be signed by the department director and Human Resources.
- **Discharge**  
In instances that involve serious insubordination, theft, illegal or destructive acts while on the job, or other reasons deemed to be equally serious by the City Manager, an employee may be subject to immediate discharge. If repeated offenses of a less serious nature have been documented by the supervisor and appropriate behavioral changes have not resulted from prior disciplinary action, an employee may be immediately discharged. All discharges must first be approved by the City Manager and Human Resources.

At any level of discipline, if it is necessary to investigate a situation to determine what further disciplinary action may be justified, or when it is deemed necessary to temporarily remove an employee from the work environment, a suspension with pay may be used. A suspension with pay should be used only when the appropriate level of discipline has not yet been decided, and must be approved by Human Resources and/or the City Manager as the most appropriate course of action based on the circumstances. This type of suspension is also referred to as "Paid Administrative Leave."

**DRAFT****Causes for Discipline**

The following list is provided to illustrate examples of actions or behavior that may be considered cause for disciplinary action and/or discharge. This list should not be considered as exhaustive, and any employee may be disciplined or discharged for reasonable cause.

Violation of any City ordinance, regulation, directive, policy, rule, or procedure, including but not limited to:

- Violations of safety rules or common safety practices; personal conduct at work which is dangerous to others; failure to report on-the-job injuries or accidents promptly to employee's supervisor.
- Sexual harassment or any other form of harassment towards another person.
- Arriving on the job under the influence of alcohol or illegal drugs; or using such substances on City property or while performing official City duties.
- Unauthorized absence from work; habitual absence or tardiness; abuse of sick leave.
- Unauthorized possession of firearms or other dangerous weapons on City property or while performing City duties.
- Conviction of a felony or a misdemeanor that could adversely affect the employee's ability to perform the duties of his/her position.
- Failing to maintain an acceptable level of work performance.

Dishonesty and/or lack of integrity in the workplace, including but not limited to:

- Falsification of City records, including time cards, employment applications, employment records, or financial statements.
- Use of City property, equipment, or time for personal financial gain or personal benefit.
- Unauthorized possession or use of City property, equipment or materials; theft of city property or property belonging to employees or customers.
- Misuse of City funds, including personal expenses charged to the City.
- Accepting fees, gifts, or other valuable items in the performance of the employee's official City duties.
- Failure to maintain confidentiality of information or documents as appropriate.

Conduct unbecoming of a City employee, including but not limited to:

- Insubordinate behavior or actions such as willfully disobeying a supervisor or Department Director.
- Negligent or willful damage to the City property; misuse or waste of supplies, vehicles or equipment.
- Discourteous or disrespectful treatment of the public or other employees.
- Interfering with or disrupting the work of other employees on the job.
- Fighting on the job; engaging in disorderly conduct or horseplay; using insulting, or obscene language.

Any other action determined by the City to be of detriment to the City's operations or the City's reputation in the community.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.9 COMPLAINT RESOLUTION**

---

**Complaint vs. Grievance**

For the purposes of this policy, a “grievance” is defined as a claim or dispute by an employee or group of employees with respect to a violation of the provisions of their collective bargaining agreement. Employees covered by a labor agreement must use the grievance processes outlined in their collective bargaining agreements to address these types of concerns.

Concerns that do not meet the definition of “grievance” may be addressed using the guidelines and process below. This also offers employees not covered by a labor contract the means to seek resolution for problems or complaints related to the application of City policies.

**Guidelines and Process**

The City encourages honest and open communication in all employment relationships, and believes it is in the best interests of the organization and the employee for problems to be resolved at the lowest level possible. Employees and supervisors are encouraged to address problems and pursue solutions through an informal process of communication and problem solving.

Often times, a complaint is due to a misunderstanding and can be resolved quickly. If addressing the complaint informally does not offer a satisfactory resolution, employees should document their concerns and forward their complaint to their supervisor, department director, or Human Resources.

Once formally notified of a complaint, an investigation may be conducted to determine an appropriate resolution. The employee(s) involved will be informed of the outcome as appropriate.

If the employee is not satisfied with that resolution, they may request that the matter be reviewed by the City Manager. There may be additional investigation and review of the situation before issuing a final resolution.

**Retaliation**

The City prohibits all forms of retaliation against employees following this process. Filing a formal complaint will not prevent the City from administering appropriate action.



**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.10 PERSONAL RELATIONSHIPS**

---

The purpose of these guidelines is to ensure equal opportunity and effective employment practices, and to avoid actual or perceived preferential treatment or actual or potential conflicts of interest within the workforce. Employment of individuals who are related or in a dating relationship may enable favoritism or the perception of favoritism.

Employees may not occupy a regularly assigned position that directly reports to a relative, or directly supervises a relative. Additionally, individuals may not occupy a regularly assigned position that will be working directly for, or directly supervising another employee with whom they are involved in a dating relationship. In general, employees who are related or dating should not directly report to the same supervisor, in order to avoid management and operational conflicts within departments.

For purposes of this section, a “relative” or “related” person is anyone who is related to the employee by blood, is in the employee’s immediate family, is married to the employee, is in a dating relationship with the employee, or resides in the same household as the employee. Temporary room-mates may be considered as “related” on a case-by-case basis. In the event that it is unclear whether or not two people are related, or that their positions may violate the spirit of these guidelines, the City Manager shall make the final determination on whether a conflict of interest exists.

**Relationships Present at Hire**

Employees may not be hired or placed into positions in which a relative, or a dating partner, is able to audit, control, supervise, appoint, remove, discipline or otherwise make employment related decisions regarding that employee.

**Relationships that Occur After Hire**

After employment, if two employees begin a dating relationship, marry, or otherwise become relatives, the employees are required to disclose the relationship to Human Resources. Employees who are related or in a dating relationship will not be assigned to a regular schedule in the same work shift or unit if one employee will be required to supervise the other. If circumstances require that a supervisor/subordinate relationship exist temporarily, the supervisor will make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.

If the relationship creates any of the circumstances mentioned above, and employment action is required in order to avoid a violation of these guidelines, one of the employees must be transferred or reassigned to a department or shift where the reporting, auditing or supervisory relationship does not exist. If a transfer cannot be accomplished due to lack of an appropriate position, one of the employees must resign. The decision as to which employee will transfer or resign should, whenever possible, be recommended by the employees involved. If a suitable transfer decision is not made within 30 calendar days, the City Manager will decide who is to be transferred or terminated based upon the best interests of the City.

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.11 SAFETY IN THE WORKPLACE**

---

**Safety Program**

The City believes that both management and employees share in the responsibility of maintaining a safe workplace. The City will develop and maintain a comprehensive safety program to guide these efforts. Important components of the City’s Accident Prevention Program include:

- A written plan to help prevent accidents, illnesses, and on the job injuries. The City of Mill Creek’s written Accident Prevention Program (APP) outlines the involvement of the other program components, as well as providing written safety rules and regulations determined to be necessary by the City, or required by law.
- A Safety Committee, which acts as an advisory group to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues. The Safety Committee is comprised of employer-selected members and employee-elected members. Per [WAC 296-800-13020](#), the number of employer-selected members shall not exceed the number of employee-elected members. (Employees selected by a bargaining representative or union qualify as employee-elected.)
- A safety orientation for new employees, which is made up of a general description of the City’s Accident Prevention Program, an on-the-job orientation, and training within the employee’s department. This training will address pertinent safety issues such as potential exposure to hazards, hazardous materials, safe use of equipment, the use of personal protective equipment, etc.

**Employee Responsibilities**

Employees are responsible for learning and understanding proper safety procedures and practices, observing all safety practices governing their work, and immediately reporting unsafe working conditions, on-the-job injuries and occupational illnesses to their supervisor or department director. In the event that an employee does not understand a safety rule or procedure, it is the employee’s responsibility to continue asking questions until they are comfortable in performing the task at hand safely.

Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or remedy such situations as appropriate, or fail to report on the job injuries or illnesses as required, may be subject to disciplinary action up to and including termination of employment.

**Employer Responsibilities**

The City will provide information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, emails, and the City’s employee information portal. Supervisors are responsible for providing required safety training to new employees, re-training existing employees when the need arises, and requesting the repair of equipment or new equipment when necessary to preserve workplace safety.

**DRAFT**

Supervisors are also responsible for monitoring the safety conditions of their department, addressing safety concerns brought up by employees as appropriate, and relaying safety issues to the Department Director or City Manager as needed.

**On the Job Injury / Illness or Near Miss**

If an employee experiences an on-the-job injury, illness, or near miss, they must report it as soon as possible or within twenty-four (24) hours of the occurrence of the injury, illness, or near miss.

Occasionally, additional information will be requested regarding an employee's report of injury, illness, or near miss. Employees must make every effort to assist the City in gathering additional information, or participating in a root-cause analysis if appropriate. Additional information may be found in the City's Accident Prevention Program.

Employees found to intentionally make a false report of an on-the-job injury, illness, or near miss will be subject to disciplinary action up to and including termination.

**DRAFT****CHAPTER 3 – CONDUCT AND EXPECTATIONS****3.12 INFORMATION TECHNOLOGY**

This section governs the use of all information technology equipment and services owned, leased, or maintained by the City and all other information technology equipment and services used for City business. This section sets forth information technology restrictions that are necessary to reduce potential liability, inappropriate use, and possible adverse perceptions by the general public. Failure to comply with the provisions of this section could result in disciplinary action up to and including termination.

**What is Mill Creek Information Technology?**

Mill Creek Information Technology (MCIT) is any technology application or tool operated by the City that includes, but is not limited to, computers, laptops, tablets, cell phones, computer peripherals and software, servers, phones, fax machines, copy machines, computer network resources, Wi-Fi networks, local and portable electronic storage devices, the Internet, e-mail, social media, websites, text messaging, and other forms of electronic communication, electronic data retrieval and storage, electronic data transmission, and/or electronic data manipulation.

City of Mill Creek employees, volunteers, contract employees, and elected and appointed officials may be provided with access to MCIT to allow for efficient operation of City business. MCIT users are individually responsible for the appropriate use of all MCIT assigned to them and are accountable to the City for all use of such resources. MCIT users may only use the specific applications or tools for which they have authorization.

**User Guidelines and Responsibilities**

- Within 30 days of account activation, all MCIT users shall complete cyber security awareness training as assigned by the IT Manager. Annual training on cyber security awareness shall also be completed.
- Any MCIT resource provided for use by City employees, contractors, elected and appointed officials and consultants is City property and all uses of these City resources are a matter of City record. Therefore, they are subject to internal and/or external review, auditing, and recall as provided by law. The City reserves the express right to monitor and inspect the activities of the user while accessing MCIT at any time, and to read, use and disclose related records.
- MCIT users who are required to use a mobile device will be provided a device to meet such needs. The needs may be temporary (e.g., attendance at a conference, offsite meeting, or serving in a designated on-call position) or long term. MCIT users required to use a mobile device on a temporary basis can check out City-owned equipment for such purpose through the IT Manager.
- MCIT users should avoid use of a mobile device while driving. If such use is necessary, all MCIT users must comply with state law and use appropriate hands free devices. Typing electronic messages or otherwise allowing a device to take one's attention away from the

**DRAFT**

road is strictly prohibited. Employees operating authorized emergency vehicles are exempted.

- MCIT users will not mask their identity.
- Care should be taken to avoid use of MCIT that could bring negative public scrutiny, including any perception of misuse of public resources. All communications and electronic records should be businesslike, courteous, and civil.
- If MCIT is used for purposes that violate federal or state laws, MCIT users may be held legally accountable. MCIT users who learn of any misuse of information technology should immediately notify their supervisor or the IT Manager.
- MCIT users should make a reasonable effort to protect their passwords and to secure MCIT against unauthorized use or access.
- MCIT users are not required to keep call logs, unless such logs are requested pursuant to a public records request, litigation, or are reasonably anticipated to be relevant to potential litigation. In such instances, the MCIT user shall not delete or otherwise alter the call logs and should instead immediately coordinate for such logs to be transferred to the City Clerk or City Attorney.
- When technically capable and practical for use, all MCIT equipment used for City business should be password protected subject to password protocols established by the IT Manager.
- City-owned USB storage devices should be used whenever practical. USB devices provided by a trusted source for law enforcement evidence purposes are approved for use. All other USB devices provided by a third party must be approved by the IT Manager prior to use.
- The City maintains two official websites: [www.cityofmillcreek.com](http://www.cityofmillcreek.com) and <http://www.millcreektourism.com>. MCIT users shall not create any other official or unofficial website for City use.
- MCIT shall not be used by the City Council or other officials in violation of the Open Public Meetings Act. Participating in online, electronic or telephonic discussions may constitute a meeting under the Open Public Meetings Act (RCW 42.30).

**Public Records**

All records created through the use of MCIT are considered public records. All such records are subject to City interception, access, search, retrieval, monitoring, inspection, copying, and/or public dissemination for purposes of conducting City business according to the Public Records Act (RCW 42.56) and associated Washington State Local Government Common Records Retention Schedule (CORE).

No MCIT user may surplus, destroy or otherwise dispose of media containing City business records without prior authorization and specific instructions of the IT Manager and/or compliance with specific applicable procedures and policies.

**Use of Personal Devices to Conduct City Business**

Use of non-City devices to perform City business should be limited to the following circumstances:

**DRAFT**

- Use of a non-City phone to occasionally make or receive phone calls while away from an assigned office phone. MCIT users should be aware that although the City does not retain or track call logs on non-City owned devices (e.g. to monitor appropriate use), such records could become the subject of a public records request or City related litigation.
- Approved use of a non-City device to sync a City email account and/or calendar using the City's Exchange Active Sync server. Before being approved to sync email and/or calendars to a non-City device, MCIT users must sign an acknowledgement or agreement approved by the IT Manager that outlines the expectations and limitations of such use, including password requirements, risk of exposure of the device to public records requests, and other security precautions. The internal storage on such devices may not be used to create or modify email attachments or other documents.
- Authorized access through an internet browser to email and/or a calendar at <https://webmail.cityofmillcreek.com>. The internal storage on such devices may not be used to create or modify email attachments or other documents.

MCIT users who choose to use a personal device to conduct City business may have diminished expectation of privacy in all of the information stored on such devices.

Public record disclosure and retention laws cannot be avoided by using personal devices to conduct City business. Records created by MCIT users in the conduct of the performance of City work on personal devices are public records that must be retained and made available for public disclosure. If MCIT users use personal devices to conduct public business, the City may be required to search those devices to recover and produce public records.

Any search of an IT user's personal devices shall comply with all applicable laws. The City will not intentionally produce clearly private/non-business related records to the public. However, the City, its consultants, its attorneys, judges, and/or the attorneys of those who seek public records may be required to review non-City business records to ensure all business-related records are produced and retained in accordance with state law.

**Integrity and Security**

The MCIT infrastructure contains sensitive financial, personal, law enforcement and other sensitive information. The integrity of all City records must be protected. Networked computer systems can easily spread computer viruses, and it is every MCIT user's responsibility to exercise due caution to minimize the risk of viruses. Since email attachments are a common source of viruses, only those received from expected and known business sources shall be opened. No external computer files may be downloaded without being properly scanned for viruses.

Mobile computers and devices, in particular, are subject to damage, theft, or loss when removed from City offices. MCIT users are therefore responsible for taking measures to prevent damage, theft, or loss of City equipment.

MCIT users' access to data on the City's servers, voicemail system, archives and other storage mechanisms is limited to job-related access for authorized business purposes only. MCIT users shall not access, intercept, copy, or reproduce the City's business records for personal use or gain, or in any way that harms the City's interests. If an IT user wishes to access City business records for personal purposes, the IT user should make a public records request for such records.

**DRAFT**

If a MCIT user wishes to make hardware changes (including, but not limited to: keyboards, mice, monitors), install software, or make any other changes to MCIT, he/she shall notify in advance the IT Manager, who shall make the final decision regarding the appropriateness of such changes. At a minimum, the criteria for determining the appropriateness of a change to a computer system shall include:

- Software and hardware shall be compatible to the City's computer network and have a legitimate business use.
- Downloading and/or uploading of all software and files must be virus free. MCIT users are required to follow the appropriate virus scan protocol before downloading/uploading software or other electronic information to the City's computer system.
- Software shall be properly licensed for use by the MCIT user.
- The change shall not affect the overall integrity of the City's computer systems.

Personal, sensitive, or confidential information shall not be stored on unsecured and unattended mobile devices or portable storage devices (e.g., USB memory sticks, USB external hard drives, CD/DVD Drives). If storage of such information on mobile devices is necessary, access to such information must be secured by a device-level password or PIN and any other procedures established by the IT Manager that meet industry standards for security.

If storage of personal information on unattended portable storage devices is necessary, the files or device shall be encrypted in accordance with procedures established by the IT Manager that meet industry standards for security.

Such a portable storage device may be used to copy personal information from one location (e.g., a secondary workstation) to another location (e.g., a primary workstation) without encryption as long as the personal information is securely wiped/erased from the portable storage device prior to being left unattended.

**Personal Use of Mill Creek Information Technology**

City owned and maintained information technology is intended for official City business purposes. However, the City allows de minimis personal use by MCIT users (e.g., checking cloud-based personal email accounts, making or receiving toll-free personal phone calls, or using the internet for non-business related purposes) so long as such use is infrequent and non-disruptive, appropriate in the workplace, is not detrimental to the conduct of City business or negatively impacts other MCIT users, does not cause the City to incur costs or charges, does not cause public perception that City resources are being used inappropriately, and does not cause any security threat to or increased burden on the MCIT infrastructure.

Personal use of MCIT is limited to the authorized IT user only and may not be shared with any unauthorized user (e.g., family members).

Personal use by employees shall not distract or disrupt any employees from their duties, and shall be limited in frequency, location and duration. Personal use of MCIT by employees who are paid on an hourly basis should be limited to unpaid time and the employee's authorized paid breaks unless such use does not interfere with the employees work.

Employee use of personal devices or MCIT for City business while off duty or from a remote location is limited to FLSA exempt employees and employees with express authorization from his/her supervisor to work from a remote location during those applicable times.



**DRAFT**

Non-exempt employees should not check City email accounts from home or otherwise outside of their scheduled working hours unless it is a de minimis or personal use (e.g., an employee checking his/her work schedule to coordinate his/her personal time, such as scheduling personal appointments or vacations). Non-exempt employees performing any substantive work while off duty (including checking and responding to business emails) shall record that time as time worked and promptly report the time worked to his/her supervisor. Non-exempt employees performing unauthorized off duty work will be paid for all time worked, but if such time was not authorized or approved, the employee may be subject to discipline and/or required to flex his/her schedule during the same pay period to avoid the off-duty work from causing the City to pay unauthorized overtime.

The City retains the right to revoke the privilege of allowing limited personal use of the City's information technology.

**Internet Usage**

Internet access on the City server by default is provided to every MCIT user with a City login and may be restricted upon request by a supervisor. Internet use may be logged and monitored for compliance with the City's policies.

Resources of any kind for which there is a fee, including all Internet sites, shall not be accessed or downloaded without prior approval of department directors.

Because the City must be able to access, retain, and retrieve all public records, use of an online storage service is prohibited unless authorized by the IT Manager. The IT Manager may adopt and implement procedures for utilizing such services.

Streaming media should be limited so as not to interfere with network and internet performance. If attending a webinar, MCIT users should coordinate to share a single stream from a single computer when practical.

**Instant Messages**

MCIT users should avoid sending or receiving text messages (SMS, MMS) and all other forms of instant messages related to City business via personal devices. If instant messages are sent or received, the MCIT user shall notify the IT Manager as soon as possible to coordinate appropriate retention of the records required by law.

Due to the difficulty of retaining and producing instant messages, sending and receiving of text or instant messages from City owned devices should be limited to circumstances when other forms of communication are not suitable.

All MCIT users sending and receiving text or instant messages via MCIT shall retain the messages in a manner authorized by the IT Manager and in compliance with applicable state retention schedules. MCIT users shall not delete any instant messages on MCIT or City business related instant messages on PIT without preauthorization by the IT Manager, who will consult with others as necessary to determine appropriate retention requirements.

**Virtual Private Network**

Only MCIT may be used as a client to access MCIT through an authorized virtual private network connection.



**DRAFT**

If an MCIT user has a need to create or edit a document while using a non-City device, such records shall be saved directly to MCIT owned or maintained storage – not personally owned storage. The type of pre-approved storage is subject to change based upon the type of device used and availability. When such connection is unavailable, the IT Manager may arrange for City maintained cloud services or portable storage devices to be used to save documents. MCIT users with such need should seek assistance and guidance from the IT Manager.

**Prohibited Uses**

MCIT shall not be used for illegal, prohibited, harassing, libelous, or obscene purposes, or in a way that violates any City policy, procedure, rule, or local or state law/regulation. The following uses of MCIT by any MCIT user are specifically prohibited with regards to personal and business use unless for authorized job related purposes:

- Commercial use for an MCIT user's personal business.
- Solicitations that promote monetary gain for an MCIT user or an MCIT user's charity unless otherwise authorized by the City Manager, separate policy, or in conjunction with a City sponsored event.
- Political use, including partisan campaigning or sending political messages.
- Any type of harassment or discrimination – including transmission of obscene or harassing messages to any individual or group because of their sex, race, creed, religion, national origin, sexual orientation or other protected class status.
- Accessing of pornographic, sexually explicit or indecent materials and any other materials that are otherwise unreasonably offensive and not appropriate in the workplace.
- Any activity that could adversely affect the City of Mill Creek's image or reputation.
- Gambling or gaming (including loading or playing computer games).
- Anything that unreasonably hampers City network or other information technology.
- Peer to peer file sharing.
- Unauthorized copying of copyrighted material or anything that violates software license agreements.
- Downloading or installing software that is not pre-authorized by the IT Manager.
- Use of an assumed name with intent to obscure the origin of a communication.
- Transmitting City records for personal or other use without City authorization.
- Transmitting information to unauthorized persons or organizations.
- Malicious use of the system, including but not limited to hacking, denial of service, and unauthorized access, so as to deprive others of system use or resources.
- Personal use of MCIT while connected to the City's network for streaming media unless approved by a supervisor or director.

**DRAFT**

- Personal uses that cause the City to incur charges or costs. An exemption to this rule is that employees are allowed to make infrequent and de minimis use of City printers and/or copy machines for limited personal use.

**References**

- [CM 200-01: Social Media Policy](#)
- [Driving Under the Influence of Electronics Act](#)
- [RCW 40.14: Preservation and Destruction of Public Records](#)
- [RCW 42.30: Open Public Meetings Act](#)
- [RCW 42.52.160: Use of Persons, Money, or Property for Private Gain](#)
- [RCW 42.52.180: Use of Resources for Political Campaigns](#)
- [RCW 42.56: Public Records Act](#)

**DRAFT****CHAPTER 3 – CONDUCT AND EXPECTATIONS****3.13 EMAIL COMMUNICATIONS**

---

Email is an essential means of communication in support of the City's daily public service and administrative functions. The City encourages using email to improve communications, share information, transact City business and exchange ideas. However, email should not take the place of a face-to-face conversation, nor should it be used to share information that individuals would not want to be part of a public record, such as personal information. Failure to comply with the provisions of this section may result in discipline up to and including discharge.

**Access to and Use of Email**

Access to City email is provided to Mill Creek Information Technology (MCIT) users to allow for efficient operation of City business. All uses of City email are a matter of City record and are subject to internal and/or external review, auditing, and recall as provided by law. Use of City email is subject to conformance with this section and any and all other restrictions imposed by the City Manager, department heads, and/or the City's Information Systems and Technology Manager.

**User Guidelines and Responsibilities**

- All email accounts used for City business must be password protected. The IT Manager is responsible for establishing password protocols designed to protect the City's information technology, and for updating protocols as necessary.
- City email users shall use the City's email signature that identifies the MCIT user's affiliation with the City, provides contact information, and demonstrates professionalism.
- MCIT users do not have a right to privacy when using City email. The City reserves the express right to monitor and inspect the activities of the employee while accessing City email at any time, and to read, use and disclose related records.
- Care should be taken to avoid use of City email that could bring negative public scrutiny, including any perception of misuse of public resources. All email communications should be businesslike, courteous, and civil.
- If email is used for purposes that violate federal or state laws, MCIT users may be held legally accountable. MCIT users who learn of any misuse of information technology should immediately notify their supervisor or the IT Manager.
- MCIT users shall exercise due caution when sending confidential or sensitive information electronically. Protected, confidential, or other sensitive data (e.g., HIPAA, CJIS, PCI) shall not be sent via unencrypted email, as unencrypted messages may be intercepted, viewed, and used for non-approved purposes. Contact the IT Manager for assistance with transmitting such messages.

**DRAFT**

- An MCIT user forwarding a message that originates from someone else shall not make changes to that message that would be misleading or deceitful.
- If an electronic mail message comes to an MCIT user by mistake, the MCIT user shall stop reading it as soon as they realize the message was not meant for them, delete it, and notify the sender immediately.
- MCIT users should delete emails from their email folders when they are no longer needed for City business. All messages sent to and from City email accounts are archived as they are sent and received.
- Email messages sent to or from attorneys acting on behalf of the City, its officers or employees may be privileged communications and are therefore confidential. These messages shall not be forwarded outside of the City without the prior approval of the involved attorney or City Attorney. Likewise, such messages shall not be forwarded or copied to internal City recipients without approval of the City Attorney unless any and all such recipients have a legitimate business need to be aware of the advice/ information provided within the message.
- Attachments are limited to 20 MB in size and all use of attachments should be limited. The preferred option is to use a link to a document stored on a City file server for internal messages, and a link to a shared document on a City managed and authorized externally available storage location for external messages. MCIT users should contact the IT Manager for assistance with transmitting large documents that exceed the attachment size limitation.
- MCIT users who do not have a need to review another MCIT user's email in order to maintain or operate the email systems, respond to a public records requests, or investigate violations, legal claims or legal defenses, shall not retrieve or read such email unless authorized by the person to whom the email belongs or the City Manager.
- City email shall not be used by the City Council or other officials in violation of the Open Public Meetings Act. Participating in email discussions may constitute a meeting under the Open Public Meetings Act (RCW 42.30).

**Personal Use of City Email**

MCIT users should avoid using City email accounts for sending or receiving personal emails. City owned and maintained information technology is intended for official City business purposes.

- The City allows de minimis personal use by MCIT users so long as such use is infrequent and non-disruptive, appropriate in the workplace, is not detrimental to the conduct of City business, does not negatively impacts other MCIT users, does not cause the City to incur costs or charges, does not cause public perception that City resources are being used inappropriately, and does not cause any security threat to or increased burden on the MCIT infrastructure.
- The emails exchanged during infrequent use of a City email account for personal purposes (e.g., use for coordinating/scheduling child care pickups, or other time-sensitive matters for which the MCIT user is more likely to see on City email during the day than a personal account) are subject to City inspection and possible public disclosure.

**DRAFT**

- De minimis personal use of City email is limited to the authorized MCIT user only and may not be shared with any unauthorized user (e.g., family members).

The City retains the right to revoke the privilege of allowing limited personal use of the City's information technology.

**Use of City Email while Off Duty**

Employee use of City email for City business while off duty or from a remote location is limited to FLSA exempt employees and employees with express authorization from his/her supervisor to work from a remote location during those applicable times.

Non-exempt employees should not check City email accounts from home or otherwise outside of their scheduled working hours unless it is a de minimis or personal use (e.g., an employee checking his/her work schedule to coordinate his/her personal time, such as scheduling personal appointments or vacations). Non-exempt employees performing any substantive work while off duty (including checking and responding to business emails) shall record that time as time worked and promptly report the time worked to his/her supervisor.

Non-City email accounts (e.g., Gmail, AOL, MSN, Hotmail, Outlook, Yahoo) should not be used to conduct City business unless approved in advance by the City Manager and an approved records retention system is put in place to archive all email to and from these accounts.

**Mass Communication – Internal Audiences**

MCIT users shall not distribute emails to all City employees, with or without the use of a distribution group or listserv, without direct authorization from the City Manager or the Director of Communications and Marketing. Such emails that receive approval must be business-oriented, including City announcements, news or events. The use of all-employee emails is restricted to those messages that meet one of more of the following tests:

- The message is essential to the proper execution of daily business.
- It notifies employees of significant events or changes in governance, policy, and practice.
- It alerts employees to situations around health and safety (e.g., crime alerts, snow closings and flu vaccinations).
- It keeps segments of employees informed of their business (e.g., in the case of official committees, the messages could contain minutes, updates, and announcements).

Announcements that do not meet these requirements of urgency and/or critical information should be relayed through other methods, such as ADP or the Monday Minute.

**Mass Communication – External Audiences**

MCIT users shall not use email for mass communications to external audiences without direct authorization from the Director of Communications and Marketing or the City Manager.

- In the event that mass communications are approved, the email addresses to which the email will be sent must be listed in the Bcc (blind carbon copy) field to prevent unnecessary disclosure of email addresses and reduce vulnerability to junk email.

**DRAFT**

- The City's general email server shall not be used for mass communications. Rather, external email services shall be utilized.

**Prohibited Uses**

City email shall not be used for illegal, prohibited, harassing, libelous, or obscene purposes, or in a way that violates any City policy, procedure, rule, or local or state law/regulation. The following uses of City email by any MCIT user are specifically prohibited with regards to personal and business use unless for authorized job related purposes:

- Commercial use for an MCIT user's personal business.
- Solicitations that promote monetary gain for an MCIT user or an MCIT user's charity unless otherwise authorized by the City Manager, separate policy, or in conjunction with a City sponsored event.
- Political use, including partisan campaigning or sending political messages.
- Any type of harassment or discrimination – including transmission of obscene or harassing messages to any individual or group because of their sex, race, creed, religion, national origin, sexual orientation or other protected class status.
- Accessing of pornographic, sexually explicit or indecent materials and any other materials that are otherwise unreasonably offensive and not appropriate in the workplace.
- Any activity that could adversely affect the City of Mill Creek's image or reputation.
- Anything that unreasonably hampers City network or other information technology.
- Unauthorized copying of copyrighted material or anything that violates software license agreements.
- Use of an assumed name with intent to obscure the origin of a communication.
- Transmitting City records for personal or other use without City authorization.
- Transmitting information to unauthorized persons or organizations.
- Malicious use of the system, including but not limited to hacking, denial of service, and unauthorized access, so as to deprive others of system use or resources.

**References**

- [RCW 40.14: Preservation and Destruction of Public Records](#)
- [RCW 42.30: Open Public Meetings Act](#)
- [RCW 42.52.160: Use of Persons, Money, or Property for Private Gain](#)
- [RCW 42.52.180: Use of Resources for Political Campaigns](#)
- [RCW 42.56: Public Records Act](#)

**DRAFT**



**CHAPTER 3 – CONDUCT AND EXPECTATIONS**

**3.14 PERSONAL ELECTRONICS**

---

**Mill Creek Information Technology**

Section 3.12 [Information Technology](#) covers appropriate business and personal use of City owned technology (such as a City-issued tablet). It also covers the use of personal electronic devices (such as cell phones) for business-related purposes. For questions and information related to those situations, refer to [3.12 Information Technology](#) or address questions to the Information Systems and Technology Manager.

**Personal Electronic Devices for a Non-Business Related Purpose**

Not covered in the section referenced above is the use of personal electronic devices for personal use during working hours. An example of this may be a personal phone call made on a personal cell phone. In general, employees are allowed to have personal electronic devices with them during working hours as long as their personal use of these devices is limited to breaks and lunch periods, emergency situations, or such use is minimal and does not interfere with the employee's job duties or the safety of the employee or others.

Examples of approved uses of personal devices would be a personal phone call during the employee's break period, or playing music/radio (that is appropriate to the workplace and is kept at a reasonable volume) in the employee's work space. Examples of inappropriate uses of personal devices would be excessive personal phone calls or texting during work hours, music that is played at a volume that is distracting to others near the employee's work space, or wearing headphones that interfere with required protective equipment.

**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.1 EMPLOYMENT STATUS**

---

**Employment Status Definitions**

All employees have a designated employment status. This status, along with the FLSA classification noted in their position description, is used to determine pay, benefits, and other eligibility. All employees fall under one of the following four employment statuses. If an employee is unsure of which status they are in, they should speak with Human Resources.

- **Full Time Regular.** Also referred to as simply “Full Time,” this status is for a position established for an indefinite period of time. Full time employees are regularly scheduled to work at least forty (40) hours per week, which represents 1.0 FTE. These employees are eligible for benefits and paid time off as outlined in this manual.
- **Part Time Regular.** Also referred to as simply “Part Time,” this status is also for a position established for an indefinite period of time. Part-time employees are regularly scheduled to work at least twenty (20) hours per week (.5 FTE) and fewer than forty (40) hours per week. Part-time employees are eligible for pro-rated benefits and paid time off accruals based on their FTE as outlined in this manual.
- **Casual:** Casual employees are hired to work on an intermittent or as-needed basis, or are regularly scheduled to work less than twenty (20) hours per week. Casual employees are not eligible for benefits other than those required by state or federal law (for example, sick leave).
- **Temporary:** Temporary employees fill a position that is temporary in nature as a result of emergency, peak workloads, or coverage/substitution for other employees. The length of employment will generally not exceed six (6) months, unless an extension is allowed and granted by the City Manager. Temporary employees are not eligible for benefits other than those required by state or federal law (for example, sick leave).

**FLSA Classification**

In addition to the employment status, all employees have an FLSA classification that is based on the position they are employed in. The FLSA classification of the position determines whether an employee is exempt or non-exempt under the [Fair Labor Standards Act \(FLSA\)](#).

- **Exempt.** Employees in positions classified as exempt are not subject to the overtime provisions of the Fair Labor Standards Act, and the overtime and callback provisions of the collective bargaining agreements. To be classified as exempt, an employee’s position must meet exemption criteria as outlined in the FLSA.
- **Non-Exempt.** Employees in positions classified as nonexempt are covered by the overtime provisions of the Fair Labor Standards Act. Employees in these positions are entitled to pay on an hourly basis for all hours worked regardless of their scheduled FTE.



**DRAFT****CHAPTER 4 – COMPENSATION AND PAY PRACTICES****4.2 SALARY ADMINISTRATION AND PAY PRACTICES**

In order to attract and maintain a qualified workforce, the City strives to be equitable and consistent in the administration of employee salaries, while allowing the flexibility necessary to meet compensation needs unique to particular departments and/or positions. To help maintain pay equity within the workforce, the City has developed standard salary administration guidelines, pay practices, and a salary plan. Human Resources will work in consultation with managers to insure that pay practices are consistent within the organization.

**Salary Plan**

The City's established salary plan consists of position classifications that correspond to salary grades (also referred to as ranges), and may have interim steps assigned within each grade.

Position classifications are assigned based on several factors which may include:

- The duties, responsibilities and required qualifications of the position;
- Comparison to similar work performed in other internal positions;
- Compensation for similar work performed in the external market;
- Financial position and policies of the City; and
- Other relevant factors (could include the cost of turnover or the cost of recruitment for that particular position)

Most position classifications correspond to a single salary grade, though there may be some classifications where multiple grades are appropriate. All employees will receive a salary that is not less than the minimum and not more than the maximum of the salary grade to which their position is assigned (exclusive of incentives such as longevity). Exceptions to this rule are defined in [400-01 City of Mill Creek Personnel Policies](#). Monthly rates in the salary plan are calculated on the basis of full-time service in full-time positions (2080 hours per year). Hourly rates of pay are derived from these full-time salary rates. For any position that requires less than full-time service, salary will be prorated based on FTE (full time equivalent).

**Annual Increases**

Employees may be eligible for a step increase on their anniversary date each year. Annual step increases are contingent on an employee's satisfactory job performance and will be applied only after the employee's evaluation has been completed. The annual increase will bring the employee to the next step in the grade, unless the employee is currently in the top step of the assigned pay grade. If the evaluation indicates satisfactory job performance, and the evaluation is submitted after the anniversary date, then retro pay will be applied back to the employee's anniversary date.

**Salary Determination at Time of Hire**

New employees who closely meet the minimum qualifications required of a position are generally hired into step one (1) of the grade that the position is assigned to. In consultation with

## DRAFT

Human Resources, the hiring manager may authorize a starting salary up to step four (4) of the appropriate grade based on the following reasons:

- The applicant possesses experience, education or demonstrated skills and abilities that are significantly above the minimum requirements of the position.
- Marketplace factors require paying the salary level to attract a qualified candidate (job is considered "hard to fill").

Any starting salary above step 4 must be authorized by the City Manager.

### **Promotions**

Promotional increases are granted in recognition of a change in assignment to a position in a higher salary grade. Salary increases granted in recognition of promotion should put the employee into an appropriate step which provides the employee with an increase of at least 4% above their current salary. A promotional increase should coincide with the first day of employment in the new assignment, and the beginning of a pay period whenever possible. The beginning date of the employee's promotion becomes his/her new anniversary date for annual pay review purposes.

### **Demotions**

The assignment or reassignment of an employee to a position in a lower salary grade is considered a demotion. Demotions may be the result of poor performance, a re-organization, or an employee request. Salary decreases as a result of demotion should put the employee into an appropriate step which should not exceed the top of the salary grade of their new position. An appropriate step for a performance based demotion, or demotion at the employee's request, should not be higher than the affected employee's current salary. Any demotion should coincide with the first day of employment in the new assignment, and the beginning of a pay period whenever possible. The beginning date of the employee's demotion becomes his/her new anniversary date for annual pay review purposes.

### **Transfers**

A transfer is defined as a change into a different position within the same salary grade as the employee's current position. A transfer does not generally warrant an increase in salary or a change in the anniversary date.

### **Reclassification**

A reclassification is the reassignment of a position to a higher or lower salary grade within the pay and classification plan due to a reevaluation of position responsibilities and/or significant change in the going rate for comparable positions in the external market. Reclassifications do not change an employee's anniversary date.

#### **Reclassification Requests**

A reclassification request must include sufficient information to demonstrate a significant change in the position's responsibilities. Reclassification should not be undertaken for the purpose of changing salary based on an employee's job performance in a job that is classified appropriately.

- Requests for reclassification, along with an updated job description, should be submitted by the supervisor to Human Resources during the budget development period (by August 1<sup>st</sup>) for consideration and potential inclusion in the budget. Requests must also be signed off by the appropriate chain of command. (Reclassification of positions

**DRAFT**

covered by labor agreements may also be proposed through union representatives and are considered at the time of contract negotiation).

- Human Resources will evaluate the position's current scope of responsibilities, changes to the job, and consider other positions within the City's pay and classification plan. Human Resources will make a recommendation to the City Manager, who will have the final authority to decide the merits of the reclassification request.
- Reclassification must be approved by the City Council. The City Manager retains the authority to assign employees to appropriate job classifications.

**Pay Changes Due to Reclassification**

If a reclassification results in the employee being assigned to a higher grade than their current grade, the employee will be assigned to the appropriate step in the new grade which is closest to their current salary and provides equivalent or higher pay.

If a reclassification results in the employee being assigned to a job classification that has a lower salary range than their current job classification, the employee's salary will remain at its current level, unless that salary is above the maximum of the salary range for the new classification, in which case, the employee's salary will be decreased to the maximum amount in the new salary range.

Unless another date is approved, the effective date of a salary increase/decrease due to reclassification will be January 1 of the calendar year following the year in which the reclassification was approved.

**Cost of Living Adjustments (COLA)**

Cost of living adjustments are across the board increases to the pay and classification plan (and all salaries on that plan) designed to bring pay in line with increases in the general cost of living as determined by looking at the Consumer Price Index, cost of wages, comparable cities, and other factors. Cost of living adjustments are approved by the City Council and are typically effective January 1<sup>st</sup> of each year.

**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.3 RE-HIRES AND BRIDGING SERVICE GAPS**

---

**Re-Hires**

Employees who are separated, and then return to work for the City, are considered re-hires. It is important have a set of rules governing gaps in service so that all employees are treated fairly with regards to their wages, step increases, and any longevity based premium pays. All employees will have an original hire date, which is the date that they first begin working for the City. If an employee is separated for any length of time and then returns to City employment, they will be given a re-hire date. Even if that employee is returning to the same or similar job to the one that they left, the re-hire date will serve as that re-hired employee's new anniversary date.

**Bridging Service Gaps**

For the purposes of determining longevity, the following rules shall apply to bridging service gaps for re-hires:

- For employees that do not have service gaps, longevity is counted back to the employee's original hire date. This is true regardless of whether the employee is full time, part time, casual, or temporary. For example: an employee hired on January 1<sup>st</sup>, 2018 works until January 1<sup>st</sup>, 2019. Regardless of their hours worked, this constitutes one year of employment.
- For employees that have service gaps of 6 months or less, longevity is counted back to the employee's original hire date, less the amount of time that the employee was separated from the City. For example: an employee hired on January 1<sup>st</sup>, 2018 works until December 1<sup>st</sup>, 2018 and then resigns and is re-hired on January 1<sup>st</sup>, 2019. This person has longevity of 11 months.
- For employees that have service gaps of more than 6 months, longevity is calculated only back to that employee's re-hire date. For example: an employee is hired on January 1<sup>st</sup>, 2018 and works until March 1<sup>st</sup>, 2018, resigns, and is re-hired on January 1<sup>st</sup>, 2019. This person's past employment with the City does not count towards their longevity going forward.

**DRAFT****CHAPTER 4 – COMPENSATION AND PAY PRACTICES****4.4 WORK HOURS AND PAY PERIOD**

---

**Standard Work Period**

The regular work period consists of forty hours of work in a seven day period, beginning Monday at 12:01 a.m. and ending at 12:00 midnight on Sunday. The standard work day for full-time employees is eight hours in a day with a one hour unpaid lunch break.

**Meal Breaks**

The typical meal break for City employees working an eight hour day is a one hour unpaid lunch break. By law, employees who work over five hours in a workday are entitled to a meal period of at least thirty minutes, which should be taken within five hours of the start of their shift. Meal periods are unpaid, unless the employee is required to remain on duty.

If an employee works more than three consecutive hours longer than a normal work day, they will be allowed an additional unpaid thirty-minute meal period prior to or during the overtime period.

**Breaks**

Employees are entitled to a fifteen minute paid break for each four hours worked. An additional ten minute paid break is allowed for employees who are scheduled to work ten hours in a day. Employees who work more than three hours but less than eight hours may take a single twenty minute break provided it takes place no more than four hours after their start time. Breaks may not be used to start or end a work day.

If an employee's job allows them to take intermittent breaks during the course of the day, breaks need not be rigidly scheduled and may be taken at the discretion of the employee. The timing of the rest breaks should not disrupt City operations or service to the public.

**Alternative Work Schedules**

Alternative work periods and flexible work schedules may be approved at the discretion of the department director and City Manager depending on the operational needs of the department and the service needs of City residents.

Such alternative schedules may include:

- A 4/40 schedule – four, ten hour work shifts within the standard Monday through Sunday work period.
- A 9/80 schedule – eight, nine hour work shifts and one, eight hour work shift within a two week time period. This schedule requires an alternative work period beginning Friday at 12:01 p.m. and ending at 12:00 noon on the following Friday.

**DRAFT**

- A part-time schedule – not less than 20 hours per week for regular employees within the standard Monday through Sunday work period.

Alternative work schedules or work periods may be revoked or changed at any time. Documentation of alternative schedules should be signed by the employee and their supervisor, and kept in the employee's personnel file.

Employees who use an alternative work schedule must account for a full regular workday whenever they are scheduled off. For example: if an employee is working four ten hour shifts, and they are off on a City paid holiday, they are required to document eight holiday hours, and two additional hours of paid time off on their timecard for that day. This will account for their regularly scheduled hours.

**Pay Period**

The regular pay period is designated as the 1<sup>st</sup> day of the month through the 15<sup>th</sup>, and the 16<sup>th</sup> of the month through the last day of the month. Employees are paid twice monthly by direct deposit into their bank account.

**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.5 OVERTIME AND COMPENSATORY TIME**

---

**When is Overtime Paid?**

Non-exempt employees are eligible for overtime pay at 1½ times their regular hourly rate for all hours worked over 40 in a workweek. Hours paid but not worked (non-productive time) such as sick leave, annual leave, compensatory time off, holiday time, etc. do not count for purposes of computing overtime. (Note: employees covered under a collective bargaining agreement may have different rules for calculating overtime.)

Part-time non-exempt employees will be compensated at their straight time rate of pay up to forty (40) hours per week. All hours worked in excess of forty (40) hours per week fall under the same provisions for overtime and compensatory time off for full time non-exempt employees, as described above.

Exempt employees are paid a fixed salary for all hours of work performed within a pay period, and are not eligible to receive overtime compensation. An exempt employee's salary is based on their scheduled hours and FTE, and is not dependent on the actual number of hours worked in a day or week. Exempt employees are expected to work an assigned schedule, but may sometimes work more than their FTE in order to fulfill their job responsibilities (without additional pay).

**Required vs Requested Overtime**

As a condition of employment, employees may be required to work overtime hours. The need to assign overtime will be determined by the employee's supervisor based on staffing and operational needs of the City or the department.

Occasionally an employee will request to work additional hours either to complete a project or to make up for time missed. All overtime work must be authorized by the supervisor before the employee works overtime. In general, supervisors should not approve a request to make-up for time missed if the make-up time would result in overtime.

**Compensatory Time**

In lieu of overtime pay, an employee may choose to earn compensatory time off (comp time) at the rate of 1½ hours off for each hour of overtime earned. Compensatory time off (in lieu of overtime) must also be approved in advance by the employee's supervisor. Employees are encouraged to use their compensatory time off within ninety (90) days of the date it is earned unless City operations would be unduly disrupted by the employee's absence. No more than sixty (60) hours of compensatory time off may be accumulated. Unused compensatory time off may be carried over from year to year.

**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.6 CALLBACK PAY**

---

**Callback Time**

Employees may occasionally be called back to work outside of their regular working hours without prior notification. Callback time starts when the employee reports to the workplace, and does not include an extension of a shift (hours worked either before or after a regularly scheduled shift).

For example: If a supervisor asks an employee to stay an extra hour after their shift would normally end, this is not considered callback time. If an employee has left the worksite after completing their shift and the supervisor calls the employee back to work, this is considered callback time. If an employee is called in early prior to their shift beginning, this is not considered callback time unless they must then leave the worksite after the time period they were called in for, and return later for their normal work hours.

**Callback Pay**

In instances where non-exempt employees work callback time, they will be paid for actual time worked, or for two hours, whichever is greater. The pay rate for the first 2 hours worked will be at 1 ½ times their hourly rate and any additional hours will be paid at the applicable rate. The applicable rate will be determined by the overtime rules that apply to that employee. If the overtime rate applies for any callback time after two (2) hours, employees may be permitted to take this time as compensatory time off.

In instances where exempt employees work callback time, no additional pay applies.



**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.7 INCENTIVES AND PREMIUMS**

---

**Longevity Premiums – Non-Represented**

Non-represented employees attaining seven, ten, fifteen, and twenty years of service are eligible to receive longevity pay premiums, per the table below. The employee must be in good standing and performing satisfactorily to receive the longevity premium.

Years of Service	% increase (from base pay)
7	2%
10	3%
15	4%
20	5%

Premiums are applied automatically on the applicable anniversaries of the employee’s hire date. If the employee is not in good standing or not performing satisfactorily, the premium will not apply or will be taken away. “Not in good standing” means that the employee is currently on a suspension or pending other disciplinary action. In this case, the premium may be applied beginning the pay period following the resolution of the disciplinary action and no retro-pay will be initiated. “Not performing satisfactorily” means that the employee is currently on a Performance Improvement Plan. In this case, the premium may be applied beginning the pay period following the successful completion of the performance improvement plan and no retro-pay will be initiated.

**Premium Pays and Incentives – Represented**

Longevity and other premium or incentive pays may apply to employees that are members of a bargaining unit. These employees should refer to their contractual bargaining agreements to find out which premiums or incentives apply to them.

**DRAFT**



**CHAPTER 4 – COMPENSATION AND PAY PRACTICES**

**4.8 RECORDING TIME AND TIMECARDS**

---

**Timecards**

Official timecards are kept in the ADP system and represent legal documents that are used to accurately document and record working time. As with other personnel records, time cards are the property of the City. Employees are required to complete their own timecard and submit it to their supervisor for review and approval in a timely manner. Supervisors are responsible for ensuring that time cards are reviewed for accuracy, approved, and submitted to payroll in a timely manner. Falsification of time cards or unauthorized alteration of a time card will be grounds for disciplinary action, up to and including discharge.

**Non-Exempt Employees**

Employees designated as FLSA “non-exempt” may be paid on an hourly basis or a salaried basis. Both hourly and salaried non-exempt employees are responsible for keeping accurate daily records of all hours worked using appropriate pay codes, and accounting for all regularly scheduled hours. If available, applicable paid leave must be taken before using unpaid leave.

Non-exempt employees should not work outside of their regular schedule, or work remotely, unless they get prior authorization from their supervisor. This includes checking City email accounts while away from work (unless it is de minimis or for personal reasons, such as checking his/her work schedule to coordinate personal time, confirm calendar items, schedule personal appointments or vacations, etc.).

Non-exempt employees are eligible for overtime pay for all hours worked over 40 hours in their work period (generally Monday through Sunday unless an alternative 7 day work period has been defined). If a non-exempt employee performs any substantive work while off duty, they must record that time on their timecard, and inform their supervisor. If the time worked was not authorized or approved, the employee may be subject to disciplinary action, and/or be required to flex his/her schedule during the same work period to avoid the off-duty work causing the City to pay unauthorized overtime.

**Exempt Employees**

Employees designated as FLSA “exempt” are paid on a salaried basis and are not compensated for the exact number of hours worked each day or week. They will receive the same salary each pay period although their actual work hours may fluctuate based on the needs of the department and the City. In order for the City to maintain an efficient and productive workplace, exempt employees are assigned a regular work schedule and FTE based on the responsibilities of their job, and are expected to fulfill the requirements of their assigned schedule. Exempt employees are not eligible for overtime pay for hours worked in excess of 40 hours in a work period.

Because of this, exempt employees are not required to track their hours worked on a daily basis except in circumstances where there is an exception to their regular schedule that amounts to

**DRAFT**

four (4) hours or more. An example may be if an exempt employee misses 4.5 hours of their shift due to a medical appointment. They should record 4.5 hours sick time on their timecard for that day. If an exempt employee misses less than 4 hours of their normal work day, they are not required to document the time away from work on their timecard, and will typically flex their schedule as necessary during the pay period in order to meet their job and schedule requirements. Exempt employees must submit time off requests in the same manner as non-exempt employees, so that their timecards accurately reflect any paid time off.

Exempt employees may flex their hours or days in order to accommodate their job responsibilities (i.e. an employee whose regular schedule is Monday through Friday may need to work on a Saturday, so may arrange to take another weekday off during the same pay period). Schedule fluctuations should be communicated to the employee's supervisor and to others whose jobs may be affected by the schedule change, but will not need to be recorded on the exempt employee's timecard.

**Employee Responsibilities**

Employees are responsible for accurately recording their time worked as required by their employment status (exempt or non-exempt) and to ensure that any paid time off taken is also accurately reflected on their timecard. Employees are responsible for approving their ADP timecard at the end of each pay period. An employee's approval indicates that all time recorded on the ADP timecard (both time worked and paid time off taken) accurately reflects what they did that pay period, and when during the pay period it occurred. An employee may not record time worked on a day or during a time other than the day and time the work was actually performed. For example: an employee may not work hours on a Sunday, and record the hours as being worked on a Monday in their timecard.

**Supervisor Responsibilities**

Supervisors are responsible for reviewing the timecards for their direct reports at the end of each pay period to verify that the time recorded on their employees' ADP timecards accurately reflects what that employee worked during that pay period. Supervisors should not approve an employee's timecard if the employee has not first approved it, or if the time recorded on the timecard appears to be inaccurate. In either case, the supervisor should contact the employee to resolve that issue before approving their employee's timecard.

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.1 HOLIDAYS**

---

**Holidays Observed**

The City formally observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (Friday After Thanksgiving)
- Christmas Eve Day
- Christmas Day
- Floating Holiday(s)

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

If a holiday is observed on an employee's regularly scheduled day off, and the employee is otherwise eligible for holiday pay as outlined below, that employee shall be allowed to take another day off during the pay period that the holiday is observed.

**Floating Holidays**

Employees accrue a number of floating holidays based on years of service as shown in the table below:

Years of Service	Floating Holidays Awarded
Less than 10	1.0
10 to less than 15	2.0
15 to less than 20	2.5
20 and above	3.0

Floating holidays are awarded on January 1<sup>st</sup> each year, and must be taken by the end of the calendar year. New employees whose hire date is October 1<sup>st</sup> or later do not accrue a floating holiday for that calendar year. Floating holidays may be taken at any time during the calendar year with prior approval of the supervisor or department manager. Floating holidays not taken during the calendar year will not be carried over into the next year, and are not eligible for cash-out upon separation.

**DRAFT**

**Holiday Pay**

The following rules will govern holiday pay for employees:

- To be eligible for holiday pay, employees must be in a paid status the scheduled work day immediately preceding and the work day immediately following the observed holiday.
- Employees in an un-paid status (for example, on un-paid Leave) the scheduled work day immediately preceding and/or the work day immediately following the observed holiday will not be eligible to receive holiday pay.
- All eligible full time employees shall receive holiday pay at their regular rate based on an eight (8) hour work day and regular part time employees will receive pro-rated holiday pay at their regular rate based on their assigned FTE.
- Employees designated as Casual or Temporary are not eligible to receive pay for holidays.

If an employee is required to work on a holiday, and the employee is otherwise eligible to receive pay for the holiday, the employee shall be allowed to take another day off during the pay period that the holiday is observed.

**Unpaid Holidays**

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

An employee may select the day(s) they desire to take the unpaid holiday(s) after consultation with their supervisor, and will be allowed to take them on the day(s) selected unless their absence on those days would impose an undue hardship on the City, or the employee's presence at work is necessary to maintain public safety.

Partial days off will count as a full day toward the annual entitlement of two unpaid holidays. The two unpaid holidays allowed by this section must be taken during the calendar year, if at all; they do not carry over from one year to the next.

**Reference**

[RCW 1.16.050](#) – "Legal holidays" and "legislatively recognized days"—Unpaid holidays for employees with appointments or contracts of less than twelve consecutive months.

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.2 ANNUAL LEAVE**

**Accrual of Annual Leave**

Paid annual leave will be accrued by regular, full time employees at the end of each pay period based on the schedules below. Accruals are prorated based on assigned FTE for part-time employees. Employees in an un-paid status for a full pay period will accrue no annual leave in that pay period. Employees in an un-paid status for a partial pay period will accrue prorated annual leave in the same manner as part-time employees.

**Department Directors**

Length of Continuous Service	Annual Accrual (Hours)	Annual Accrual (Days)
All years of service	176	22

**All Other Employees**

Length of Continuous Service	Annual Accrual (Hours)	Annual Accrual (Days)
Zero to less than 5 years	96	12
5 years to less than 10 years	128	16
10 years to less than 13 years	152	19
13 years to less than 16 years	160	20
16 years to less than 20 years	168	21
20 years and above	176	22

**Carry-Over of Annual Leave**

The maximum number of annual leave hours that may be carried over from December 31<sup>st</sup> of one year to January 1<sup>st</sup> of the next year is two hundred (200) hours. Under certain circumstances and with the approval of the City Manager, employees may be permitted to carry over more than two hundred (200) hours of annual leave. Annual leave generally may not be cashed out without taking time off. The City Manager may authorize a payout under specific circumstances.

**Use of Annual Leave**

Annual leave should be scheduled at times that are mutually agreeable to the employee and supervisor/manager. Employees are responsible to plan and submit annual leave requests to their supervisor well in advance of the time requested. If requests are received at the same time from multiple employees, the department manager will make the final determination of who may take the leave, after considering the operational needs of the department, seniority of the employees and prior requests for leave.

**DRAFT****Donation of Annual Leave (replaces Resolution 91-135)**

The purpose of shared leave is to permit City employees, at no additional cost to the City other than the administrative costs of the program, to come to the aid of a fellow City employee who is suffering from, or has an immediate family member suffering from, a serious health condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City.

The City Manager shall determine the amount of donated annual leave, if any, which an employee may receive. An employee shall not receive more hours in donated leave than the difference between 1,040 hours and the number of leave hours already used by the affected employee in this extraordinary situation.

ELIGIBILITY OF RECIPIENT OF SHARED LEAVE

The City Manager may permit an employee to receive donated annual leave if:

- The employee is on an approved leave of absence for their own serious health condition, or to take care of a family member (as defined in *Chapter 5.4 Sick Leave*) suffering from a serious health condition; and
- The employee has depleted or will shortly deplete his/her total of accrued annual leave, compensatory time, sick leave, holiday leave, and/or other paid leave; and
- The employee has made use of, or attempted to make use of, paid benefits through Washington's Paid Family Leave program (beginning January 1, 2020), and any short or long term disability benefits or worker's compensation benefits they may be eligible for; and
- The employee has provided appropriate medical justification and documentation regarding the necessity for the leave and the time which the employee can reasonably be expected to be absent due to the condition, including periodic updates if requested by the City.

ELIGIBILITY OF DONOR OF SHARED LEAVE

The City Manager may permit an employee to donate annual leave as long as the donating employee retains at least forty (40) hours of annual leave after their donation. This forty (40) hour minimum shall not take into consideration accrued sick leave, comp. time, holidays, or admin leave.

IMPLEMENTATION OF SHARED LEAVE

- All donations of shared leave shall be voluntary.
- To the extent possible, shared leave should be used on a consecutive day basis.
- Transfers of donated leave shall be in increments of four (4) hours, and shall be on an hour-for-hour basis regardless of the salary difference between the employee donating the shared leave and the employee receiving the shared leave.
- The receiving employee's salary or wage shall not change as a result of being on shared leave, nor under any circumstances, shall the total of the employee's salary and other benefits, including but not limited to state industrial insurance or any other benefit received as a result of payments by the City to an insurer, health care provider, or pension system, exceed the total of salary and benefits which the employee would have received had he/she been in a regular pay status.
- Donations of shared leave may be made between any two employees except if prohibited for certain represented employees in their collective bargaining agreement.
- While an employee is using donated annual leave, he/she shall continue to receive and accrue all benefits as he/she would normally receive if using other accrued paid leave.
- When available, an employee must use accrued sick leave in the place of annual leave.
- Any leave transferred which remains unused shall be returned to the employee who donated it in full hour increments only. In the event that multiple employees have donated leave, the most recent donation(s) shall be returned first.

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.3 EXEMPT LEAVE**

---

Employees designated "exempt" under the Fair Labor Standards Act (FLSA) are not eligible for overtime compensation for hours worked over 40 in a workweek. Exempt employees are paid a set salary for their assigned schedule and FTE regardless of the number of hours worked during the week. Exempt leave is not meant to compensate employees on an hour-for-hour basis, but to recognize that exempt employees may frequently be required to work additional hours or attend meetings outside of their regular workday in order to successfully perform their job.

All exempt positions are awarded 40 hours of exempt leave annually. Exempt leave is granted as a bank of hours at the beginning of each calendar year, or upon hire/promotion into an eligible position.

This bank of hours is pro-rated for part-time employees, or employees who are appointed, hired, or promoted to an eligible position who will not work in that position for a full year.

**Using Exempt Leave**

Exempt leave may be taken any time during the calendar year, and should be requested and scheduled in the same manner as annual leave. Exempt leave should be taken in the year accrued, as the hours do not carry over to the next year. Exempt leave is not paid out upon employee separation.

This type of leave should not be confused with administrative leave (paid or unpaid) that an employee may be placed on during a period of investigation or as part of disciplinary action.



**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.4 SICK LEAVE**

**Accrual of Paid Sick Leave**

Paid sick leave is accrued differently depending on employment status as shown in the table below. There is no cap on paid sick leave accruals, but employees may roll over a maximum of 1,040 hours from December 31<sup>st</sup> of one year to January 1<sup>st</sup> of the next year. Employees in an un-paid status for a full pay period will accrue no sick leave in that pay period. Employees in an un-paid status for a partial pay period will accrue prorated sick leave in the same manner as part-time regular employees.

Employment Status	Sick Leave Accrual Rate
Full-Time Regular	4 hours per pay period
Part-Time Regular (20 hours or more/week)	(4 * FTE rate) hours per pay period
Casual or Temporary	1 hour per every 40 hours worked

**Qualifying Reasons**

Sick leave is provided to help minimize the economic hardship that may result from an illness or injury that necessitates an employee to miss work. There is no waiting period for new hires to use this benefit; once accrued, sick leave may be used immediately for any of the qualifying reasons below.

An employee may use accrued sick leave for the following reasons:

- Absence resulting from an employee's mental or physical illness, injury, or health condition.
- To accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- To accommodate an employee's need for preventive medical care.
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition.
- To allow the employee to assist a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition.
- To care for a family member who needs preventive medical care.
- When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- For absences that qualify for leave under the Domestic Violence Leave Act.

For the purposes of this section, "family member" is defined to include:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

**DRAFT**

- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

**Payroll Application and Benefit Continuation**

Employees may use sick leave only for the Qualifying Reasons above. For employees who miss a full work shift, an equivalent number of sick leave hours will be deducted from the employee's accrued hours. For employees who miss less than a full work shift, sick leave hours will be used to complete the balance of the employee's work day. Only accrued hours may be used; employees may not use paid sick leave in advance of accruing the hours.

**Example:** An employee working a twelve (12) hour shift would use twelve (12) hours of paid sick leave if the entire shift was missed. An employee missing two (2) hours of their work shift for a doctor's appointment would use two (2) hours of paid sick leave.

For all time missed that is covered by paid sick leave, all other time-based benefits, such as vacation accruals and covered healthcare premiums, will continue.

**Notification and Documentation Requirements**

Employees are required to give reasonable notice of an absence from work. In general, two weeks notice is requested for planned absences, such as a pre-planned surgery, unless such notice is not practical due to the nature of the planned absence.

For un-planned absences, an employee is required to notify his/her supervisor or department director prior to the start of their work shift on each day they will be absent from work, unless they have previously provided documentation of the amount of time off needed. Specific instructions for notification to the employee's supervisor will be clarified within respective departments.

An employee who is absent from their job without notification or prior approval may be subject to disciplinary action depending on the circumstances of the absence. An employee who is absent for three (3) consecutive days/shifts without notification may be considered to have voluntarily abandoned and resigned from his/her job.

For absences lasting longer than three (3) days, an employee may be required to obtain documentation from a licensed health care provider confirming sick leave was taken for a Qualifying Reason and submit the documentation to Human Resources. In situations where obtaining documentation creates an unreasonable burden or expense to an employee that cannot be mitigated by the City, the employee will be subject to alternative means of verification. Employees asserting an unreasonable burden or expense shall contact Human Resources. In addition, consistent with state and federal law, prior to returning to work, an employee may be required to obtain a written release from the employee's health care provider attesting to the employee's ability to return to work. Failure to give proper notice or to provide required documentation may be cause for denial of paid sick leave for the period of absence.

**Paid Sick Leave for On-the-Job Injury/Illness**

On-the-job injuries or illness will be administered in accordance with Washington State Department of Labor & Industries regulations. An employee experiencing time loss due to a work related injury/illness may find that they simultaneously received workers' compensation

**DRAFT**

time loss benefits and sick leave benefits. Employees in this situation must reimburse the City a dollar amount equal to the worker's compensation time-loss benefits received, and the corresponding number of paid sick leave hours will be returned to their accrual banks. This reimbursement does not apply if the employee is being paid through only worker's compensation time loss.

**Reference**

[RCW 49.46.200](#) – Paid sick leave

[RCW 49.46.210](#) – Paid sick leave – Authorized purposes – Limitations – “Family member” defined

[WAC 296-128](#) – Minimum Wages

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.5 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

---

**Leave Entitlements**

Eligible employees who work for a covered employer can take up to twelve (12) weeks of unpaid, job-protected leave in a twelve (12) month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.
- If the City employs both you and your spouse, you are together entitled to a combined total of twelve (12) weeks for any leave taken for the birth of a child, placement of an adoption or a foster child, or to care for a child or parent (but not parent "in-law") with a serious health condition.

When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

**Military Family Leave Entitlements**

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to care for the servicemember with a serious injury or illness.

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

**Rolling Time Period**

FMLA leave works in conjunction with the City's other applicable allowed leave and generally provides job protection and benefits continuation for up to twelve (12) weeks during a rolling twelve (12) month time period measured backward from the first day of the new leave period an employee is requesting.

Employees must use all available paid leave concurrently with their FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the City's normal paid leave policies.

**DRAFT****Benefits and Protection**

While on FMLA leave, employees must use any and all paid leave time, such as sick leave or annual leave, concurrently with their FMLA leave until their paid leave time is exhausted. While employees are on FMLA leave, their health insurance coverage is continued (regardless of their paid status) as if the employees were not on leave. Upon return from FMLA leave, employees will be restored to the same job or an equivalent comparable position with comparable pay, benefits, and other working conditions.

The City will not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

**Eligibility Requirements**

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

**Requesting Leave**

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify their supervisor and HR as soon as possible and, generally, follow the usual procedures for requesting leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Employees who request FMLA leave based on their own serious health condition or to care for a family member who has a serious health condition must provide medical certification from a health care provider supporting the need for the leave within fifteen (15) days of requesting such leave. Employees do not have to share a medical diagnosis, but must provide enough information so the City can determine if the leave qualifies for FMLA protection, and inform the City if the need for leave is for a reason for which FMLA leave was previously taken or certified. The City may require the employee to obtain a medical recertification and/or second and third opinions as needed. Employees will be notified in writing if the certification is incomplete, and will be provided a notice indicating what additional information is required.

**City Responsibilities**

Once the City becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employee will be notified if he or she is eligible for FMLA leave. If eligible, the employee will be provided with a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the City will provide a reason for ineligibility. If approved for FMLA leave, employees will receive a designation notice to show how much leave will be designated as FMLA leave.

**DRAFT****Benefit Continuation**

During FMLA leave, the City will continue to pay its portion of contributions for health insurance benefits. Employees are responsible for their normal contributions to their health insurance benefits, due to the City by the 25<sup>th</sup> day of each calendar month. Failure to make this payment within thirty (30) days after it is due will result in cancellation of employee's health insurance benefits after appropriate notice has been provided to the employee.

Employees may choose not to retain their health insurance coverage during their FMLA leave and are entitled to reinstatement of these benefits upon returning to work. If an employee chooses not to continue coverage while on leave, the employee may be subject to waiting periods due to a break in coverage. The City may recover the health insurance premium payments made on behalf of the employee if the employee fails to return to work after the FMLA leave is exhausted (return to work is defined as returning for at least thirty (30) days), barring circumstances beyond the employee's control, such as employee's continuing serious health condition.

After the employee returns to work, all benefits will resume in the same manner and at the same level as were provided when the leave began, subject to changes generally made to employee benefits during the time which the employee was on FMLA leave. Benefit accruals for sick and annual leave will continue during the time the employee is on paid FMLA leave, but accruals are prorated or not made during unpaid FMLA leave.

**Return to Work from FMLA Leave**

When the leave is taken as a result of the employee's medical condition, a fitness for duty certification may be required before the employee will be reinstated. While an employee is absent from work on an FMLA leave, the City may require the employee to report periodically to his/her supervisor on his/her status and intent to return to work. Failure to provide certifications may result in the denial of leave until the requirements are satisfied, denial of continuation of the leave, and/or denial of reinstatement.

Whenever possible, an employee who takes an FMLA leave will be reinstated to the same position the employee held when leave commenced or equivalent comparable position with comparable pay, benefits, and other working conditions. Employees returning from an FMLA leave have no greater rights to reinstatement or other benefits and conditions of employment than if they had not taken FMLA leave. For example, if their position was affected by a lay-off or reorganization or elimination, they may not be eligible for reinstatement. Temporary and casual employees have no reinstatement rights if the project for which they were hired has ended and the City would not have continued to employ them in the absence of their taking an FMLA leave.

**Enforcement**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

**Reference**

[Family and Medical Leave Act](#) – Enacted by the federal government in 1993 and revised in January of 2009.

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.6 JURY / COURT DUTY**

---

Employees who receive a summons for jury duty shall notify their supervisor as soon as practical. If, after responding to the jury duty summons, an employee is required to report to the courthouse on a day they are scheduled to work, they must notify their supervisor as far in advance as possible that they will not be at work that day.

Employees will receive full pay for their regularly scheduled workday when required to miss work due to jury service. Employees will not receive pay for work days missed if not required to report for jury service.

On any day that an employee is released from jury duty, or as a witness in a public sector related employment matter, and four or more hours of the employee's scheduled work day remain, the employee must report to work.

Employees subpoenaed for judicial proceedings in an employment-related matter will receive pay for their regularly scheduled workday at straight time for time spent up to eight hours per day, or equivalent to their regularly scheduled workday or shift. Non-exempt employees will then be paid one and one-half (1 ½ ) times their regular rate of pay for any additional time spent that day.

**Reference**

[RCW 2.36 - Juries](#)

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.7 BEREAVEMENT LEAVE**

---

Bereavement leave is paid time off that is not accrued, but is granted on a situational basis. Upon the death of a member of the employee's family, and with the approval of the department director or his/her designee, an employee may take off up to three (3) regularly scheduled work days or shifts and replace those hours with bereavement leave instead of using accumulated compensatory time off or annual leave.

For the purposes of this section, family is defined as: the employee's spouse or domestic partner, child, parent, sibling, guardian or grandparent, grandchild, aunt, uncle, or any of the above relations of the employee's spouse or domestic partner; or any other person residing with or legally dependent upon the employee.

In the event the employee needs to travel out of state to attend a funeral, leave may be allowed up to five (5) days with prior approval of their Department Director.

The City will allow up to one (1) regularly scheduled work day or shift of bereavement leave to attend services for the death of a co-worker.

Unusual circumstances may receive individual consideration by the City Manager. Employees may take additional time off for bereavement by using accumulated compensatory time off or annual leave time, provided that their request for additional time does not pose an undue hardship to the City.



**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.8 OTHER TYPES OF LEAVE**

---

**Military Leave and Military Family Leave Act**

Any employee of the City who is a member of the Washington National Guard or Federal Reserve Military Unit shall be entitled to be absent from his/her duties with the City with full pay for up to twenty-one (21) days during each calendar year beginning October 1st and ending the following September 30th, while engaging in the performance of officially ordered military duty and while going to or returning from such duty. Such leaves shall be in addition to any other leaves or annual leave benefits. During the period of military leave, the employee shall continue to accrue all leave benefits and to receive his/her normal rate of pay.

Employees who are called or volunteer for services with the Armed Forces of the United States or the Washington National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of the laws of the state of Washington and the Uniformed Services Employment Rights and Reemployment Act ("USERRA").

An employee promoted to fill a vacancy created by a person serving in the armed forces will hold the position subject to the return of the veteran. The employee affected by the return should be restored to the position he/she held previously or another equivalent position to the extent possible.

If an employee works at least twenty (20) hours per week and their spouse or registered domestic partner is called into active duty for the Armed Forces or will be, or is, deployed during a period of military conflict, the employee may be eligible to take up to fifteen (15) days of unpaid leave. This leave is available before the deployment or when your spouse or domestic partner is on leave from the deployment, and is available for each new deployment. If you wish to take advantage of this leave of absence, inform Human Resources within five (5) business days after you receive the official call or order to active duty or of your spouse's/domestic partner's leave from his or her deployment.

**Washington Family Leave Act (FLA) and Washington Law Against Discrimination (WLAD)**

Eligible employees are entitled to up to 12 weeks of unpaid FLA leave in a 12 month time period for the birth or placement of a child, for an employee's serious health condition, or for an employee's family member's serious health condition. This leave will run concurrently with FMLA except in the case of pregnancy disability described below, and the same eligibility requirements for FMLA apply. The entitlement to leave for the birth or placement of a child expires at the end of the twelve-month period beginning on the date of such birth or placement.

If an employee is temporarily disabled because of pregnancy or childbirth, they will be eligible for unpaid leave for the period of time during which they are actually disabled. The City may require that a licensed health care provider certify the actual period of disability. This time is covered under the Washington Law Against Discrimination (WLAD) and WLAD leave will run concurrently with FMLA leave, but not with FLA leave. In this case, the employee may receive up to an additional twelve (12) weeks of parental leave covered by the FLA after their

**DRAFT**

Pregnancy or Childbirth-Related Disability Leave ends. Again, part, or all of this time may also be covered under the FMLA.

For situations where the City employs both the employee and their spouse, they are together entitled to a combined total of twelve (12) weeks for any leave taken for the birth or placement of a child, or to care for a child or parent with a serious health condition under the FLA.

The City will continue health benefits for employees while they are on a paid status during approved FLA leave. If the employee is in an un-paid status on approved FLA leave, their benefits will continue until the first of the month following the start date of un-paid status. After that time, they may continue their health benefits through COBRA at their own expense. Please note that if an employee is also approved for leave under the FMLA, and their FMLA leave is running concurrently, then the employee is only responsible for their own premiums for healthcare insurance until their FMLA leave expires.

**Washington Domestic Violence/Sexual Assault Leave**

The City grants unpaid leaves of absence to employees who **(a)** are victims of domestic violence, sexual assault, or stalking; or **(b)** have a family member who is a victim of these crimes. A “family member” for the purposes of this paragraph includes “a child, spouse, domestic partner, parent, parent-in-law, grandparent or person with whom the employee is dating”. In general, this time away from work is available so the employee can take care of legal, medical, or safety issues related to these situations. The City may require verification to support the need for the leave, and employees must give their supervisor or HR notice of the need for this leave no later than the end of the first day the employee takes the leave, or as required by state law.

**Washington Paid Family Leave**

The Washington State Family and Medical Leave Program ([RCW 50A.04](#)) provides paid benefits for employees who need to take unpaid leave when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative and for certain military connected events. Although self-insurance is an option to fund benefits, the City is choosing to participate in the program administered by the Employment Security Department using the statutory default payroll deductions beginning January 1, 2018. Benefits from this program become effective January 1, 2020, and employees seeking to apply for paid family and medical leave will apply through the Employment Security Department.

**Extended Illness or Injury**

Employees wishing to extend their approved leave of absence for an injury or illness (that is not work related) beyond what is provided for in the law and these policies must participate in an interactive process with the City to determine if the additional amount of time requested is reasonable for the City to accommodate. The City may grant up to a maximum of six (6) consecutive months of leave time for an employee through this process (including leave time already taken). Unless otherwise protected by law or City policies, leave time in addition to six (6) consecutive months will be considered unreasonable, and the employee must either return to work to their current job, accept an alternative assignment to return to work (if available), or voluntarily resign.

**Personal Leave (Leave Without Pay)**

Requested leaves of absence that do not qualify under FMLA, any other type of Regulatory Leave, or any other type of leave addressed in this section, may be granted to employees

**DRAFT**

without pay and must be approved by the City Manager. Impact on the department will be taken into consideration prior to approval of this type of leave and the employee will be expected to maintain regular communication with their manager regarding status and continued need for leave.

To be eligible for Personal Leave, any accrued paid leave (floating holiday, annual leave, compensatory time off, etc.) must be used prior to taking leave without pay. If the leave is for medical reasons, accrued sick leave must also be exhausted before taking leave without pay. At any time during the leave of absence, the department manager may require the employee to return to work (also with City Manager approval) if the leave begins to negatively impact departmental operations.

An employee on an approved leave of absence without pay may continue his/her health insurance benefits through COBRA by paying the full premium cost to the City in advance for each calendar month that he/she is absent.

**i. Reference**

- [RCW 38.40.060](#) – Military Leave for Public Employees
- [RCW 73.16](#) – Employment and Reemployment
- [RCW 49.77](#) – Military Family Leave Act
- [RCW 49.78](#) – Family Leave
- [RCW 49.76](#) – Domestic Violence Leave
- [Washington Paid Family and Medical Leave](#)

**DRAFT**



**CHAPTER 5 – TIME OFF AND LEAVES OF ABSENCE**

**5.9 TEMPORARY ACCOMMODATIONS**

---

Like many other aspects of leave administration, this process should be seen as interactive and the City will make every effort to work with employees returning from leave who may need or want to request temporary accommodations. Requested accommodations could include a modified work schedule, modified job duties, or another request depending on the employee's work restrictions.

It will be the employee's responsibility to communicate any accommodation request to their immediate supervisor and Human Resources. The employee should attempt to be as specific as possible with their request, including their exact restrictions, documentation to support that the restrictions are necessary, and the length of time that the accommodation (such as a modified schedule) is being requested for.

Employees will be required to submit this request as soon as practical, and prior to the requested start of the accommodation.

These accommodation requests may be approved on a temporary basis (not to exceed one week) as necessary by the employee's direct supervisor until a formal decision can be made regarding the request by Human Resources and/or the City Manager, depending on the level of accommodation requested.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.1 FLEXIBLE BENEFIT PLAN**

---

The City provides employees with a Flexible Benefit Plan under Internal Revenue Code Section 125. This plan allows employees to pay for qualified expenses from pre-tax payroll deductions from their own earnings or from premium dollars (as described in section [6.2 Health and Welfare Plans](#)). Employees may elect to reduce their salary or direct premium dollars into the plan to pay for the following:

- Health Flexible Spending Account for reimbursement of health related expenses.
- Dependent Care Flexible Spending Account for reimbursement of employment related dependent care expenses.
- Insurance Premium Payment Plan for reimbursement of health insurance premiums.

All Section 125 plan provisions are established by the City through agreement with the Plan Administrator (Benefits Administration Company). The administrative costs of the Flexible Benefit Plan are paid by the City.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.2 HEALTH AND WELFARE PLANS**

---

**Eligibility an Waiting Periods**

New employees are eligible for coverage on the first calendar day of the month following date of hire. If the employee's hire date is the first calendar day of the month, insurance coverage begins on the employee's hire date.

Regular employees who work full time (40 hours/week) or part time (20 - 39 hours/week), are eligible for medical, dental, and vision insurance as outlined below. Employees who are classified as "Casual" or "Temporary" are not eligible for the benefits outlined in this section.

**Insurance Coverage**

The City strives to provide comprehensive health coverage, along with flexibility for employees to choose the type or combination of plans and providers that work best for them. Health insurance for the City is provided through the Association of Washington Cities (AWC) Employee Benefit Trust. The City believes that membership in the Trust enables us to provide an excellent benefit package to our employees at reasonable cost. The benefit program may change from year to year depending on the plans and networks available through AWC. More detailed plan information is available both on AWC's website, and the City's employee information portal.

The City offers the following options for coverage provided through AWC:

- Medical: Employees may choose between a PPO medical plan and an HMO plan. Cost for coverage and provider networks depend upon the plan chosen.
- Dental: The City offers an incentive level dental plan through Delta Dental of Washington.
- Vision: The City offers vision coverage through VSP (Vision Service Plan).
- Employee Assistance Program: This program is available to provide various types of confidential assistance to employees and their family members.

The City also provides employees the option to extend health care coverage to their eligible dependents. Eligible dependents are the employee's legal spouse, registered domestic partner and; The employee's (or employees spouse or registered domestic partner's) natural child, adopted child, or step-child, less than age 26, or over age 26 if they are incapable of self-support due to developmental disability or physical handicap (proof of incapacity is required).

**Employee and City Contributions**

City contribution to coverage cost is based on an employee's FTE and will be pro-rated for part-time regular employees as shown in the charts below. Employees who regularly work at least 20 hours per week, but less than 40 hours per week will pay for benefits at the 0.75 FTE rate.

**DRAFT**

**Medical Premiums:**

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	10%	90%
0.9	36	10%	90%
0.8	32	20%	80%
0.75	30	25%	75%

**Dental Premiums:**

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	0%	100%
0.9	36	10%	90%
0.8	32	20%	80%
0.75	30	25%	75%

**Vision Premiums:** Vision premiums are paid for 100% by the City, regardless of FTE.

The benefits, terms and conditions of the City’s health and welfare plans, including costs owed by eligible employees are further explained in the enrollment materials and plan documents.

**Other Insured Benefits**

Premiums for these plans are paid from the City’s contribution to MEBT.

- Life insurance/accidental death and disability (AD&D).
- Long term disability (LTD), and survivor life insurance.

**Premium Dollars**

The City sponsors a program designed to share benefit cost savings with eligible employees. An employee who chooses not to purchase health insurance benefits for themselves and/or their eligible dependents may receive payment of 50% of the amount that the City would have contributed towards the coverage. These “premium dollars” may be directed toward qualified Section 125 expenses, reducing the employee’s own contributions towards their medical / dental / and vision coverage, or deferred compensation contributions.

**Voluntary Benefits**

The City offers the following optional plans for interested employees:

- WA DRS Deferred Compensation Plan
- ICMA Deferred Compensation Plan (457 Plan)
- AFLAC (short term disability, accident, cancer, and hospital-ICU)

All premiums or contributions to these voluntary plans are paid for entirely by the employee through payroll deduction. Each plan may have their own eligibility requirements and restrictions on use (such as federal rules and regulations governing tax liability and restrictions on withdrawals). To learn more about these plans, employees should contact the benefits representative for the plan directly. Additional information may be found on the City’s employee information portal.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.3 MUNICIPAL EMPLOYEE BENEFIT TRUST**

**Municipal Employee Benefit Trust (MEBT) Overview**

The City of Mill Creek does not participate in the federal Social Security system and, in lieu of Social Security, provides an employee benefit trust for the exclusive benefit of participating employees, their beneficiaries, and dependents. The MEBT program is generally designed to mirror and provide a substitute for Social Security benefits.

**Administration and Eligibility**

Life and disability insurance are a component of the MEBT plan. An oversight committee of employees is appointed per directives of the plan document. A Summary Plan Description is available upon request or online at [www.mebt.org](http://www.mebt.org). Participation in MEBT is mandatory for all employees and City Councilmembers.

The City sponsors two different plans; MEBT I and MEBT II. The main distinctions between MEBT I and MEBT II are differences in City/employee contribution amounts, and vesting. All regular full-time and part-time employees and Councilmembers participate in MEBT I. Temporary and casual employees participate in MEBT II.

**Contributions to MEBT**

All of the employees' mandatory contributions are made via payroll deduction and are pre-tax deductions. The City's contributions to participant accounts are also made in pre-tax dollars.

For MEBT I participants, the City contributes to the plan an amount equal to the employee's contribution of 6.2%. A portion of the City's contribution is used to pay the costs of the premiums for the insurance components; life/AD&D, LTD, and survivor life; and to pay administrative expenses of the plan. The remaining City contribution is then allocated to employees' individual accounts of the MEBT plan. MEBT I participants have the option of making extra voluntary after-tax contributions provided they do not exceed IRS limits. It is the employee's responsibility to monitor that they are within the Internal Revenue Code limits.

Vesting of City contributions to MEBT I accounts:

Time of Continuous Participation	Percentage Vested
Less than 12 months	0%
12 months	10%
Each additional month	1.25%
84 months or longer	100%

MEBT II participants contribute 7.5% to their plan account. MEBT II participants do not have the option of making extra contributions. The City does not make any employer contributions to MEBT II plan accounts, and employees are fully vested immediately.



**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.4 RETIREMENT PLANS**

---

City employees classified as Full Time Regular or Part Time Regular are eligible to participate in a Washington State retirement system plan. Employees classified as Casual or Temporary are not eligible for participation.

Non-law enforcement employees may choose to participate in the PERS Plan 2 or the PERS Plan 3. Law enforcement employees will participate in the LEOFF plan. All plans are administered by the Washington State Department of Retirement Systems (DRS). Employees must pay any required amounts towards the contribution costs by payroll deduction. More information on these two plans is available at <http://www.drs.wa.gov> and through the City's employee portal.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.5 EXTENDED HEALTH BENEFITS (COBRA)**

---

The City offers continuing health care coverage (as required through COBRA regulations) on a self-pay basis to employees and their dependents who lose their medical coverage as a result of a qualifying event. Qualifying events include: voluntary or involuntary termination of employment, a reduction in hours resulting in loss of health insurance coverage, retirement, or death.

COBRA is administered for the City through AWC (Association of Washington Cities) and all employees eligible for COBRA will be sent an enrollment packet from AWC or their partner Northwest Administrators.

Insurance coverage is always provided and paid for in increments of one full month. When an employee is separated from employment with the City, the City will pay its portion of the premium cost through the end of the month of separation regardless of the employee's last day of work. To continue health care coverage beyond that time frame, employees must enroll in COBRA.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.6 WELLNESS PROGRAM**

---

The City of Mill Creek maintains a Wellness Program to educate, promote and encourage health awareness and healthful lifestyle choices by City employees. We believe that contributing toward maintaining good physical and mental health will have a positive impact on productivity and morale of the City's workforce.

The purpose of the Wellness Program is to:

- Encourage employees to maintain good physical and mental health
- Reduce healthcare expenses by earning a discount on plan premiums
- Increase productivity of our workforce
- Reduce absenteeism

**Wellness Committee**

A Wellness Committee is appointed by the City Manager and consists of employees representing the various City departments. The Committee will develop, maintain and administer the Wellness Committee operating policies and procedures in order to effectively manage the program, with oversight from the City Manager/Executive Department.

**Employee Participation**

Participation in the City of Mill Creek Wellness Program (with the exception of the Wellness Day Off) is open to all employees. All wellness activities are voluntary. Some wellness activities will take place during work hours and employees will be allowed to participate during the workday.

**Wellness Day Off Program**

Participation in the Wellness Day Off program is limited to regular full-time or regular part-time (benefits eligible) employees. Temporary or Casual employees are not eligible for the wellness day off award. The wellness day off is defined as eight hours. One wellness day off may be earned per calendar year, and must be taken within that calendar year at a time approved by the employee's supervisor. An unused wellness day off will not be cashed out upon separation.

The wellness day off is earned by participating in Wellness Program events and exercising on the employee's own time throughout the year and tracking points earned as outlined below:

- Participants qualify for a wellness day off by earning a total of 500 points. At least 400 points must be earned by exercising on the employee's own time.
- Activities and exercise are tracked by the employee on the annual Wellness Program Calendar.
- Exercise is defined as any activity dedicated to increasing your heart rate and/or building strength and sustained for 30 minutes. One 30 minute activity earns 5 points. A maximum of 5 points per day may be earned.

**DRAFT**

- Up to 100 points can be earned by participating in various wellness events sponsored by the City (to be determined by the Wellness Committee with approval of the City Manager). Participation in a minimum of three wellness events is required to be eligible for the wellness day off.
- After the employee has earned 500 qualifying points, the employee must provide verification to the Finance Department (Payroll) in order to earn their wellness day off award.

**Other Wellness Incentives**

To support health and wellness in the workplace, employees who exercise for at least forty-five minutes during their lunch hour may arrange with their supervisor to take a one hour and twenty minute meal break, of which twenty minutes is considered a paid rest period.

**DRAFT****CHAPTER 6 – EMPLOYEE BENEFITS****6.7 RECOGNITION AND APPRECIATION**

The City's recognition and appreciation program is designed to encourage employee recognition and appreciation at all levels of the organization. The City also believes that there is no "one-size-fits-all" approach to recognition and appreciation, and so has created both monetary and non-monetary rewards to recognize and appreciate employees. Some of these components may be covered in more detail in other City policies or procedures and additional rewards or premiums may apply to members of a bargaining unit as provided for in their CBA.

**Longevity Based Rewards**

In order to recognize employee dedication and service, and to promote employee engagement and retention, the City of Mill Creek wishes to distinguish employees who achieve longevity milestones in their careers with the City. The following rewards are offered to employees based on their length of service with the City. Some of these rewards may be found in other sections of this manual as indicated below.

- Longevity-Based Premiums. A percentage of an employee's base pay added to their paychecks each pay period for employees that meet certain length of service requirements. ([4.7 Incentives and Premiums](#))
- Additional Floating Holiday. An additional floating holiday per year for employees that meet certain length of service requirements. ([5.1 Holidays](#))
- Additional Annual Leave. Additional annual leave (vacation time) is given to employees who meet certain length of service requirements. ([5.2 Annual Leave](#))
- Milestone Anniversaries. An employee's 5<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup>, (and every 5 years after) anniversary of their hire date is considered a "Milestone" anniversary. On these milestone anniversaries, employees shall receive a certificate of appreciation and a commemorative token (such as a pen).
- Once per year, the City Manager will hold an employee recognition event for all city employees. The main purpose of this event shall be to recognize employees that have achieved milestone anniversaries. Funding for recognition events and awards is described in [300-01 Business Expense Policy](#).

**Retirement Celebrations**

To honor the employees that have chosen to work for the City until retirement, the City will authorize a celebration on or around any retiring employee's last work day. Employees who are separated for reasons other than retirement (such as leaving for another job) are not eligible for a retirement celebration.

The employee's department (in conjunction with Human Resources) is responsible for organizing an appropriate celebration, and the City's contribution will include a card and a small gift such as a photo album, flower arrangement, or gift basket. The total amount of the City's contribution shall be limited to \$100 per retirement. Additional gifts, food, or decorations are generally not provided by the City.

**DRAFT****Employee to Employee Appreciation**

All employees are responsible for maintaining a culture that supports the City's STAR values of Service, Teamwork, Accountability, and Respect. In alignment with the City's values, all employees are highly encouraged to show their appreciation for their co-workers, supervisors, subordinates, and other City staff. The City offers many avenues to do this, including:

- The Monday Minute – with approval from the Director of Communications and Marketing
- The ADP Homepage – with approval from Human Resources
- "You're a STAR" cards
- Simply saying "Thank-you!"

**Recognition Committee**

The Recognition Committee is formed of existing employees to organize events and activities that encourage positive workplace morale. For example, employees may be encouraged to participate in certain activities or themes, such as Take Your Dog to Work Day or Blue Fridays, provided that participation in these activities or themes does not create an unreasonable distraction or decrease in productivity. The Recognition Committee also assists City management in organizing recognition events, such as for milestone anniversaries.

Employees are encouraged to bring forward any ideas or suggestions that they have on events, holidays, or celebrations that they would like the City to participate in. The City Manager will have the final say on whether something is unreasonably distracting or unreasonably decreases productivity.

**DRAFT**



**CHAPTER 6 – EMPLOYEE BENEFITS**

**6.8 TRAINING AND TUITION REIMBURSEMENT**

---

**Training**

The City recognizes the importance of employee development and training in improving individual job performance, enhancing knowledge, skills and abilities directly related to an employee’s position, and broadening the skill level within our workforce. The City will provide job related training opportunities to employees as needed and as financial resources to do so are available.

The City may reimburse or pay expenses for employees to attend job-related seminars, webinars, conferences, and business meetings. Authorization for payment or reimbursement must be obtained in advance of the event. Training expenses for courses or certifications that are required by the City will be paid for by the City (except in cases where the license or certification is a pre-employment requirement), including travel expenses, registration, and employee wages.

All payments or reimbursements for training, including other expenses such as airfare or lodging for out of town trainings, must follow [300-01 Business Expense Policy](#).

**Tuition Reimbursement**

In order to encourage employee development beyond what is required for their position, the City provides tuition reimbursement for employees pursuing college courses that are related to the employee’s current position or future career goals with the City. To qualify for this reimbursement, the employee’s supervisor must concur that the course is job-related.

Tuition reimbursement for college courses caps at \$500 per year, per employee, and is dependent on the employee’s completion of the course with a passing grade. If the employee fails to furnish the City with evidence of successful completion of the course, the City will not provide reimbursement for that course.

Tuition reimbursement will apply to college courses only, and not courses taken through another organization or business. If an employee is not sure whether the course they are planning to take qualifies for tuition reimbursement, they should speak with their supervisor, Human Resources, or the Director of Finance.

**DRAFT****CHAPTER 7 – OTHER PROVISIONS****7.1 EMPLOYMENT RECORDS**

---

**Personnel Files**

Official personnel files are maintained for all City employees by the Human Resources department. These records are the property of the City and are kept confidential to the maximum extent allowed by law. Personnel records may include, but are not limited to, an employee's offer letter, personnel action forms, performance evaluations, disciplinary actions, training confirmations, and such other records as may be deemed necessary.

The employee(s) that have access to information in personnel files may vary depending on how confidential the information is. Aside from Human Resources, the employee's supervisor or department director, and the City Manager may access personnel records if necessary and as appropriate. Employees may review their own personnel file upon formal request and in the presence of HR staff. Employees or former employees will not be allowed to remove or alter any information maintained in the personnel file, but if an employee disagrees with anything in the file, a statement of disagreement may be added to the file. Employees are responsible for ensuring that their personal information on file with the City is kept current (e.g., address, phone, dependents, beneficiaries, etc.).

**Other Employee Files**

Some personal information related to an employee may be filed separately from the personnel file due to specific retention schedules or security requirements that may differ from what is required for personnel files. Examples of the information or documents kept separately include; medical information including leave paperwork, information related to background checks, payroll and benefits forms and information, I-9 forms, and worker's compensation related documents.

Supervisors may also keep temporary files with information regarding an employee's performance for use during performance evaluations. When completed, supervisors should turn all supporting documents in to HR along with the employee's performance evaluation.

**Release and Destruction of Personnel Records**

Confidential personnel records will only be released with the written consent of the employee, or in response to court orders, subpoenas, public records or government requests if approved by the City Attorney.

Archival and destruction of personnel files and records will be managed based primarily on the Common Records Retention Schedule (CORE) guidelines issued by the Washington State Archives, Office of the Secretary of State.



**DRAFT**

**Employment Verification and References**

Finance/payroll and/or Human Resources department staff is authorized to respond to requests for verification of employment for current and former employees.

Only the following information will be given, unless the employee has provided the City with a written release to provide specific additional information:

- Dates of employment
- Current job title, or job title at date of termination
- Department and division employed
- Current or final salary

Official responses to requests for employment references, which typically deal with employee performance, should come from the employee's supervisor. Supervisors may not respond to a reference inquiry without coordinating the response with Human Resources to ensure compliance with legal procedures. Copies of official reference documents should be kept in the employee's personnel file.

**DRAFT****CHAPTER 7 – OTHER PROVISIONS****7.2 RELEASE OF CONFIDENTIAL INFORMATION**

---

All City employees are expected to maintain appropriate confidentiality of work related issues, including but not limited to customer, employee and City information and records. As part of their official duties with the City, employees may have access to information and official records, most of which are public, but some of which are confidential. Public information that is not considered to be confidential may be given out in the daily course of City operations as necessary to accomplish City business. Employees shall not disclose confidential City information to any unauthorized person, nor shall employees use such information for their personal gain or benefit. If an employee receives a request and is unsure if the information is confidential information, they should refer the requestor to the City Clerk's Office to facilitate a Public Records Act request. All requests for employee or personnel information should also be forwarded to the Human Resources department.

Examples of information that would be considered confidential includes, but is not limited to, the following:

- Personnel files of City employees
- Home addresses and telephone numbers of City employees
- Employee social security numbers
- Test questions, scoring keys and other examination data used to administer employment examinations
- Lists of individuals requested for commercial purposes
- Employee doctor's notes or medical information

If an employee releases confidential information wrongfully, or is careless in the security of confidential information (including careless use or treatment of software or devices containing confidential information), they may be subject to disciplinary action up to and including termination.

**DRAFT**



**CHAPTER 7 – OTHER PROVISIONS**

**7.3 INCLEMENT WEATHER OR EMERGENCY CLOSURE**

---

**If City Hall is Closed**

In the event that conditions are so severe that the safety of City employees would be jeopardized by reporting to or remaining at work, the City Manager may allow non-essential personnel to leave early or arrive late. The City Manager may also determine at that time if it is necessary to close City Hall to the public.

Employees who normally would have worked during the impacts to City Hall, who are not permitted to work due to the nature of the weather or other event (and are not authorized to work from home), shall not have paid time off deducted for hours missed due to the closure. Employees who are authorized to work from home should do so if they are able.

Employees who must report to work during inclement weather, emergency, or City Hall closure due to the responsibilities of their position are considered “essential” employees. Different positions may be considered “essential” depending on the nature of the event (Police are generally always considered to be “essential”).

Essential employees who are unable to report to work as scheduled must cover any missed hours by:

- Using available annual leave
- Using compensatory time off
- Using an available floating holiday
- Taking the time as unpaid leave (if approved)
- Making up the time missed within the same work period (if approved)

Employees (essential or non-essential) who were already scheduled to be off work (due to a leave, vacation, “flex” day, or otherwise) will be paid as normal.

**If City Hall is Not Closed**

In the event of inclement weather or other circumstance where City Hall operations can generally continue as normal, but where an employee may choose to stay home (for example; due to road conditions in that employee’s neighborhood), the employee must cover any missed hours by:

- Using available annual leave
- Using compensatory time off
- Using an available floating holiday
- Taking the time as unpaid leave (if approved)
- Making up the time missed within the same work period (if approved)

**DRAFT**



**CHAPTER 7 – OTHER PROVISIONS**

**7.4 VOLUNTEER AND INTERN PROGRAMS**

---

**Volunteers**

The City of Mill Creek values volunteers who offer their time and their talents to help make Mill Creek a better place to live, work, and visit. Volunteer opportunities offer community members the chance to partner with their local government to provide services to the community and implement the mission and programs of the City. This can also serve to fulfill community service requirements that a citizen may have.

Volunteers are unpaid workers who elect to perform a service for the city either on a one-time basis or an ongoing basis. The City defines which opportunities and projects are open for volunteers, and volunteers must apply for and complete the pre-volunteering requirements for any opportunities as set forth in the Volunteer Program Guidelines prior to providing a service to the City. This is to ensure the safety of volunteers, City workers, and the public, as well as to ensure compliance with all collective bargaining agreements. Volunteer work is not to be used to displace work that should normally be performed by paid City employees.

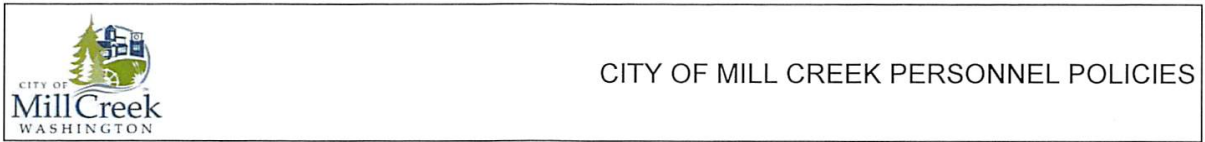
The City's volunteer program will be coordinated and facilitated by the Communications and Marketing Department, Human Resources, and the department with whom the volunteer is working to provide a service.

**Interns**

The City of Mill Creek offers internships periodically to provide an opportunity for career exploration, development, and growth. While interns should provide a service to the City, similar to volunteers, the focus of an internship should be on the educational aspects of the intern's work, and the career development opportunities that the City can provide.

Interns are defined as non-employee workers who elect to perform a service for the City in exchange for school credit, educational growth, or career advancement. Interns may be paid or unpaid. Internship opportunities should be provided for as set forth in the Intern Program Guidelines. Potential interns should apply for and complete the pre-internship requirements for the internship program they are interested in. This is to ensure the safety of interns, City workers, and the public, as well as to ensure compliance with all collective bargaining agreements. Internship opportunities may be focused on a single project, a single department or multiple departments, and a start date and end date should be defined prior to the start of the internship.

The City's internship program will be coordinated and facilitated by Human Resources, and will be limited in scope by the time and resources available in the department(s) the intern is working in.



Subject PERSONNEL POLICIES	Index: Human Resources Number: 400-01
-------------------------------	--

Effective Date: December 11, 2018	Supersedes: CCP 97-005 February 11, 1997 CCP 08-002 June 10, 2008 CCP 09-001 January 1, 2009 CCP 12-002 January 1, 2013  Repeals and Replaces: <a href="#">Res. 2003-325</a> March 11, 2003 <a href="#">Res. 91-135</a> December 17, 1991	Staff Contact: Human Resources	Clerk ID Number:	Approved By and Date:
---	--	--------------------------------------	------------------	--------------------------

**1.0 PURPOSE:**

1.1 Adoption of Personnel Policies. In accordance with the City of Mill Creek's Municipal Code, [Chapter 1.24](#), the City Manager has determined, based on the authority of the City Council to approve the City's budget and define financial priorities, that the policy statements contained in this policy (400-01 *City of Mill Creek Personnel Policies*) related to wages and benefits should be presented to and approved by the City Council.

In the event that the City Manager determines that changes to these Personnel Policies are appropriate, the City Manager will so advise the City Council and present proposed revisions for Council consideration and approval. In the event immediate changes are necessary to respond to State or Federal law, the City Manager may implement the required changes immediately and advise the Council of the changes made.

- 1.2 Personnel Administration Manual. The City Manager is authorized to, based on the direction provided by the policy statements contained in this policy (400-01 *City of Mill Creek Personnel Policies*), approve administrative procedures and guidelines as required for the good governance and human resource management of the City and as may otherwise be required by State or Federal law. Any time this policy (400-01) is updated, the City Manager shall also provide to the City Council the updated section(s) of the Personnel Administration Manual as a reference document. At no time shall the Personnel Administration Manual be inconsistent with the policy statements contained in this policy (400-01).
- 1.3 Collective Bargaining Agreements. The City Council may authorize policies or procedures which are inconsistent with this policy (400-01) for positions in a bargaining unit through the collective bargaining process. These alternative policies or procedures will be documented in the applicable Collective Bargaining Agreement (CBA). In the event of any inconsistency between this policy and a CBA, the CBA will supersede the policy statement for represented employees covered under that CBA.

**2.0 ORGANIZATIONS AFFECTED:**

All City departments/divisions.

**3.0 EMPLOYMENT STATUS:**

- 3.1 All employees have a designated employment status which is used to determine pay, benefits, and other eligibility. The following four employment statuses are referred to throughout this policy.
- 3.2 Casual. An employee hired to work on an intermittent or as-needed basis, or is regularly scheduled to work less than twenty (20) hours per week.
- 3.3 Full-Time Regular. An employee hired into a position for an indefinite period of time and regularly scheduled to work at least forty (40) hours per week.
- 3.4 Part-Time Regular. An employee hired into a position for an indefinite period of time and regularly scheduled to work at least twenty (20) hours per week and less than forty (40) hours per week.
- 3.5 Temporary. An employee hired to fill a position with a defined end date. The length of a temporary position will generally not exceed six (6) months.

**4.0 PAY AND CLASSIFICATION PLAN:**

- 4.1 All employee positions are subject to available funding. The City Council shall establish, through approval of the City's biennial budget, salary grades, corresponding pay range assignments, and authorized full-time equivalent (FTE) count for all positions within the City. This shall include approval of any cost of

living increases to be applied on January 1<sup>st</sup> of each year not previously approved, such as during union contract negotiations.

- 4.2 Each salary grade in the current salary plan shall be placed at 5% above the grade below it. Each step within a salary grade shall be placed at 4% above the step below it.
- 4.3 Annually the City Council shall consider adjustments to position classifications and/or the assignment of salary grades to positions to be effective January 1<sup>st</sup> of each year based on the recommendation of the City Manager.
- 4.4 The City Manager in conjunction with Human Resources shall determine the appropriate placement of personnel within those salary ranges as well as the progression within a certain salary range or grade. For represented employees, the City Manager's decision shall be in line with all applicable clauses of that employee's contractual bargaining agreement. No employee shall be placed in-between steps in their assigned grade.
- 4.5 If it becomes necessary to reclassify a position mid-year, the City Council may, with the City Manager's recommendation, approve a mid-year adjustment to a position's salary grade. Mid-year adjustments to a position's assigned salary grade must be supported in the biennial budget.
- 4.6 No employee shall earn less than the bottom step of the approved salary grade for their position (excluding incentives and premiums). Employees earning less than the bottom of their current salary grade shall have their wages adjusted to no less than the bottom of the salary range. This may occur in situations such as promotions or position reclassifications.
- 4.7 No employee shall earn more than the top step of the approved salary grade for their position (excluding incentives and premiums). Employees earning more than the top step of their current salary grade shall have their wages adjusted to fall within the range of their position's salary grade. This may occur in situations such as demotions or position reclassifications.
- 4.8 In cases where a reclassification, demotion, or other action causes an employee's pay to fall above the approved salary grade for their position, excluding incentives and premiums, the City Manager may approve freezing that employee's salary at its current rate above the approved salary grade subject to the City's approved budget. In this case, the employee will not be eligible for any annual increase or cost of living increase until their current salary falls within the approved salary grade for their position.

**5.0 INCENTIVES AND PREMIUMS:**

5.1 As a retention strategy, and to acknowledge long term employees for their years of service to the City, the City Council authorizes longevity premiums awarded to employees commencing on the seventh (7<sup>th</sup>) anniversary of their hire date, and at certain other milestone anniversary dates, provided that their work performance maintains an acceptable level, according to the schedule below:

No. Years	Longevity Premium (provided performance maintains acceptable level)
> 7	2%
>10	3%
>15	4%
>20	5%

5.2 All longevity premiums are calculated on the employee’s base pay and are not cumulative, and must be supported in the City’s budget. The City Manager shall approve, through the Personnel Administration Manual, the appropriate performance measures and a process by which to calculate an employee’s years of service when there are breaks in service.

5.3 An employee’s base pay is their base wage or salary absent all applicable premium or incentive pays. Normally, an employee’s base pay corresponds to a step in their position’s assigned salary grade.

**6.0 LEAVE AND PAID TIME OFF:**

6.1 Observed Holidays. The City formally observes the following holidays:

- New Year’s Day
- Martin Luther King Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Native American Heritage Day (Friday after Thanksgiving)
- Christmas Eve Day
- Christmas Day

If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. Holidays shall be considered as 8 hour days for regular full time employees, and prorated based on FTE for regular part time employees.

6.2 Floating Holidays. Employees shall accrue a number of floating holidays based on years of service as shown in the table below. Floating holidays are awarded on January 1 of each year, and expire if unused on December 31 of each year.



Holidays shall be considered as 8 hour days for regular full time employees, and prorated based on FTE for regular part time employees.

Years of Service	Floating Holidays Awarded
Less than 10	1.0
10 to 20	2.0
20 and above	3.0

- 6.3 **Annual Leave.** Annual Leave is also referred to as "Vacation." Regular full time employees shall accrue annual leave (vacation) hours per pay period based on their years of service as shown in the tables below. Regular part time employees shall accrue annual leave pro-rated based on their assigned FTE. Temporary and Casual employees are not eligible for annual leave.

**Department Directors**

Length of Continuous Service	Annual Accrual (Hours)
All years of service	176

**All Other Employees**

Years of Continuous Service	Annual Accrual (Hours)
0 to less than 5	96
5 to less than 10	128
10 to less than 13	152
13 to less than 16	160
16 to less than 20	168
20 and above	176

A maximum of 200 hours of annual leave may be carried over from December 31 of one year to January 1 of the next year.

- 6.4 **Donation of Annual Leave.** The City Council authorizes the City Manager to approve the donation of annual leave from one employee to another for the purposes of aiding a fellow City employee who is suffering from, or has an immediate family member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment with the City.

Any and all donations of annual leave shall be voluntary, and no other type of leave (ex: sick leave) shall be donated in any circumstance.

- 6.5 **Exempt Leave.** To acknowledge that exempt employees will regularly be required to work overtime hours without additional compensation, exempt leave is provided to FLSA exempt employees as a bank of 40 hours on January 1 of each year. These hours expire if unused on December 31 of each year.

- 6.6 Sick Leave. Employees shall accrue sick leave hours each pay period depending on their employment status as shown in the table below:

Employment Status	Annual Accrual (Hours)
Full-Time Regular	96
Part-Time Regular	(96 * assigned FTE)
Casual or Temporary	1 hour per every 40 hours worked

A maximum of 1040 hours of sick leave may be carried over from December 31 of one year to January 1 of the next year.

- 6.7 Employment Offers. In some cases it may be necessary to offer paid time off in addition to what this policy provides to new hires for the purposes of filling a hard to fill position. The City Council authorizes the City Manager to approve additional annual leave or exempt leave to be offered to a candidate at the time of hire at his/her discretion, provided that the new hire's leave accruals stay consistent with this policy. For example, the City Manager may authorize a candidate to start their employment with 40 hours of annual leave pre-loaded into their bank.
- 6.8 Pay-out upon Separation. Upon separation, some or all of an employee's accrued but unused paid time off balance(s) may be paid out based on criteria approved by the City Manager in the Personnel Administration Manual.
- 6.9 Paid Family Leave. The Washington State Family and Medical Leave Program ([RCW 50A.04](#)) provides paid benefits for employees who need to take unpaid leave when they welcome a new child into their family, are struck by a serious illness or injury, need to take care of an ill or ailing relative and for certain military connected events. Although self-insurance is an option to fund benefits, the City is choosing to participate in the program administered by the Employment Security Department using the statutory default payroll deductions beginning January 1, 2018. Benefits from this program become effective January 1, 2020, and employees seeking to apply for paid family and medical leave will apply through the Employment Security Department.
- 6.10 Bereavement Leave. Employees may request bereavement leave for up to three regularly scheduled work days or shifts upon the death of a member of the employee's family. In the event the employee needs to travel out of state to attend a funeral or make other arrangements related to their family member's death, leave may be allowed up to five days.

Up to one day or shift of leave may be allowed to attend services related to the death of a co-worker.

**7.0 BENEFITS:**

- 7.1 Eligibility for Benefits. Benefits eligibility is determined by an employee's employment status. All regular full-time and regular part-time employees are

eligible for healthcare benefits coverage for themselves and for their eligible dependents. Casual and Temporary employees are not benefits eligible.

- 7.2 Section 125 Plan. The City of Mill Creek maintains a Section 125 plan that allows for any premium payments made in accordance with that plan to be made on a pre-tax basis. The City Manager is authorized to update health plan and elective options to ensure compliance with the Section 125 Plan, and to update the Plan when necessary.
- 7.3 Flexible Benefit Dollars. The City sponsors a program designed to share benefit cost savings with eligible employees. Employees hired on or before August 1<sup>st</sup>, 2017 who decline health insurance coverage through City sponsored health plans for themselves and/or their eligible dependents may receive a credit of 50% of the amount that the City would have contributed towards the coverage. To be eligible, employees must provide evidence of alternative coverage. These “flexible benefit dollars” may only be used for purposes defined in the City’s Section 125 Plan document and Personnel Administration Manual. The “flexible benefit dollars” may not be taken as cash.
- 7.4 Health Insurance. The City provides medical, dental, and vision insurance coverage options for benefits eligible employees and their dependents.

7.4.1 Medical Premiums. Insurance premiums for medical insurance (if an eligible employee selects medical coverage) for employees and their eligible dependents are shared between the employee and the City based on the employee’s FTE status as shown in the chart below:

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	10%	90%
0.9	36	10%	90%
0.8	32	20%	80%
0.75 or less	30 or less	25%	75%

7.4.2 Dental Premiums. Insurance premiums for dental insurance (if an eligible employee selects dental coverage) for employees and their eligible dependents are shared between the employee and the City based on the employee’s FTE status as shown in the chart below:

FTE	Equivalent Weekly Hours	% Paid by Employee	% Paid by City
1.0	40	0%	100%
0.9	36	10%	90%
0.8	32	20%	80%
0.75 or less	30 or less	25%	75%

7.4.3 Vision Premiums. Insurance premiums for vision insurance (if an eligible employee selects vision coverage) for employees and their eligible dependents are paid for 100% by the City.

7.5 Health Savings Account. Employees enrolled in a High Deductible Health Plan (HDHP) are also eligible to enroll in a Health Savings Account. The City sponsors a program designed to share the cost savings of a HDHP with the employee. The City will contribute 50% of the cost savings between the HDHP and the City's other medical plan offering(s) to the enrolled employee's Health Savings Account each pay period. This cost savings may not be taken as cash or used for any other purpose.

7.6 Life, Accidental Death and Dismemberment, Long Term Disability, and Survivor. The City provides Life, AD&D, LTD, and Survivor insurance to all regular full time and regular part time employees at no cost to the employee, deducted from the employer portion of MEBT (Social Security replacement) contributions.

7.7 Employee Assistance Program. The City provides an Employee Assistance Program to all regular full time and regular part time employees at no cost to the employee, deducted from the employer portion of MEBT (Social Security replacement) contributions.

7.8 Optional Health, Wellness, and Retirement Plans. The City facilitates enrollment in other optional health, wellness, and retirement plans (such as Flexible Spending Accounts or AFLAC insurance) for benefits eligible employees. All voluntary plans or accounts are funded entirely at the employee's own cost. Enrollment is dependent on the eligibility requirements specified in the individual plan or account's documents.

## **8.0 EMPLOYEE RECOGNITION DEVELOPMENT AND**

### **DEVELOPMENT RECOGNITION**

8.1 Performance Management Program. The purpose of an effective performance management program is for employees to have a clear understanding of the work expected from them, to receive ongoing feedback regarding how they are performing relative to expectations, to identify development opportunities, and to address performance that does not meet expectations. A comprehensive performance management program empowers employees to have greater input to their personal career progression and will enable managers to provide more meaningful feedback based upon an agreed set of performance criteria.

The City strives to provide an environment where all employees understand the impact their contributions have on the achievement of City goals and are provided the opportunity for ongoing personal growth. To accomplish this objective, the City will develop and maintain a strong performance based review program that culminates in an annual performance review of employees.



- 8.24 Wellness Program. The City maintains a Wellness Program to educate, promote, and encourage health awareness and healthy lifestyle choices by City employees. Participation in this program may earn the City discounts on the cost of health benefits.

The City Council authorizes, through the biennial budget, the funds necessary to allow the Wellness Committee to effectively operate and promote participation in this program. Additionally, the City Council supports one “wellness day off” per employee per year if earned through program participation as defined in the Personnel Administration Manual.

- 8.32 Employee and Volunteer Recognition. To promote employee and volunteer engagement and to recognize employees and volunteers for their service, significant achievements, and modeling the City’s STAR Values, the City Council authorizes funds for recognition through the biennial budget to be used in a manner consistent with the [Business Expense Policy](#); sections 8.11 and 8.12.

- 8.43 Tuition Reimbursement. To support employee growth and development, as well as incentivize continued education that benefits the City, the City Council authorizes tuition reimbursement for college courses up to \$500 per year per employee as described in the Personnel Administration Manual Chapter 6.8.

**9.0 SAFETY**

- 9.1 The intent of the City is to provide a safe working environment and keep injuries to the absolute minimum, thus protecting its most valuable asset – its employees. The City Council will support the City’s Accident Prevention Program and the operation of a Safety Committee as described in [WAC 296-80-130](#) and ensure that adequate resources such as employee time, funds for safety equipment and training, and commitment to the program from management are available.
- 9.2 The City Council shall authorize, through the approval of the biennial budget, at least \$10 per employee (per year) to be used for safety projects, activities, and awards/prizes related to the City’s safety program.



Agenda Item # I

Meeting Date: December 11, 2018

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

#### **PROPOSED MOTION:**

Motion to authorize the City Manager to execute the Agreement for Professional Legal Services with Ogden Murphy Wallace.

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

The City has a long-term relationship with City Attorney Scott Missall working initially with the law firm of Short Cressman and Burgess and most recently (2018) with the law firm of Ogden Murphey Wallace.

The Mill Creek Municipal Code limits the City Manager's contract authority to \$50,000. The applicable code is provided below:

##### **2.08.140 City Manager – Authority to Execute Contracts**

The City Manager is authorized to execute contracts on behalf of the city without review by the city council so long as the contract is consistent with the approved annual budget for the city and the contract sum does not exceed the lesser of the applicable fund balances or \$50,000, or is otherwise authorized by city council-approved ordinances, resolutions or policies. (Ord. 2011-740 § 1; Ord. 2007-667 § 12. Formerly 2.08.118)

The proposed Agreement for Professional Legal Services (Agreement) covers the next two years and is supported by the City's adopted 2019-2020 Budget with a not to exceed amount of \$280,000 for the biennium.

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

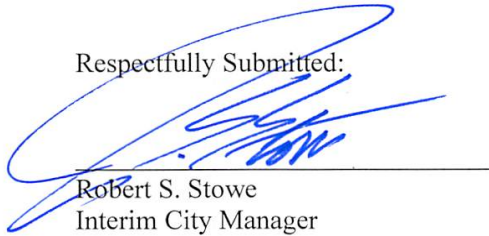
Authorize the execution of the Professional Services Agreement with Ogden Murphy Wallace.

#### **ATTACHMENTS:**

Agreement for Professional Legal Services

City Council Agenda Summary  
Page 2

Respectfully Submitted:



---

Robert S. Stowe  
Interim City Manager

**CITY OF MILL CREEK  
AGREEMENT FOR PROFESSIONAL LEGAL SERVICES  
Contract Number 2018-\_\_\_\_\_**

**1.0 PARTIES**

1.1 THIS AGREEMENT, dated this \_\_\_\_\_ day of December, 2018 is between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington 98012, (hereinafter referred to as “City”), and Scott Missall of the law firm Ogden Murphy Wallace (hereinafter referred to as the “Firm”) to perform legal services as the City Attorney at the request of and for the benefit of the City in accordance with the scope of work set forth at Section 3, below.

1.2 This Agreement is entered into under the authority of Title 35A, Revised Code of Washington, and all terms and conditions of this Agreement are consistent therewith.

**2.0 SERVICES REQUIRED**

2.1 The term “attorney” shall mean Scott M. Missall, and all attorneys, paralegals, law clerks or administrative staff employed by or associated with the Firm.

2.2 The Firm is authorized and directed to render legal services on the terms and conditions hereinafter set forth.

2.3 The Firm has assigned Scott M. Missall as lead attorney responsible for legal services to be provided to City per this Agreement. It is understood that from time to time the Firm may direct other attorneys to provide legal services to City. The lead attorney shall assign work to other attorneys as appropriate to the task, but shall always endeavor to assign work to the appropriate attorney with the lowest billing rate unless otherwise agreed or requested by the City Manager.

2.4 It is understood that many of the legal services and tasks to be performed by the Firm for City are of an ongoing nature, and may not be fully completed within the term of this Agreement.

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

**3.0 SCOPE OF SERVICES**

3.1 The Firm shall advise the City of Mill Creek, its elected and appointed officials on legal matters relating to their official business, and, as assigned: represent the City in criminal, civil, and administrative proceedings in which the City may be a party; prosecute



criminal and civil actions in which the City may be a party, and defend suits brought against the City; prepare or review, as appropriate, written legal opinions, ordinances, resolutions, contracts, leases, administrative or regulatory plans, and other legal documents; and perform other legal services at the direction of the City Manager or City Council.

3.2 In addition to the above, attorney shall attend regular City Council meetings as requested by the City Manager. At the City Manager's request, attorney shall attend staff meetings, and other occasional meetings of City boards, commissions, or committees.

**4.0 TERM AND TIME FOR PERFORMANCE**

4.1 Firm shall commence Services on January 1, 2019 ("Commencement Date").

4.2 Firm shall continue providing the Services under this Agreement for two years from the Commencement Date ("Initial Term") unless earlier terminated pursuant to Section 9 of this Agreement.

**5.0 FEES**

5.1 Work performed under this Agreement shall be billed at the rates set forth in Attachment A. The Firm will make every effort to work with the City Manager to meet the City's biennial estimated legal budget, keep the City Manager apprised of ongoing monthly legal services to allow adjustment in service levels, provide mid-month reports of preliminary time incurred on legal services as requested, and enable informed decision making by the City Manager with respect to legal services needed. The total compensation paid to the Firm for the Services described in Attachment A shall not exceed \$280,000 over the two-year term of this Agreement.

5.2 Other rates and charges. The rate charged to the City for all paralegals, legal assistants and project personnel of the Firm shall be their regular hourly rate, provided that such rate shall not exceed one hundred eighty dollars (\$180). Travel time to regularly scheduled City Council meetings will be charged one flat rate equal to 30 minutes of time. Mileage to regularly scheduled City Council and other City meetings will not be charged.

**6.0 EXPENSES**

6.1 Expenses other than ordinary facsimile transmissions and photocopies that are incurred in handling the City's affairs are the City's responsibility and shall be paid directly by the City whenever possible. Facsimile and photocopy expenses associated with administrative proceedings or litigation in superior or appellate court shall be eligible for reimbursement.

Whenever in the course of handling the City's affairs the Firm advances such expenses, the City agrees to reimburse the Firm for such expenses.

**7.0 PAYMENTS**

7.1 The Firm shall be paid on a monthly basis. Payments for fees and expenses as provided herein shall be due upon receipt of billing statements submitted by the Firm.

7.2 Interest on Unpaid Fees and Expenses: The firm may charge City interest at an annual percentage rate of one percent (1%) over prime not to exceed six percent (6%) on balances for fees and expenses under this Agreement not paid within sixty (60) days of receipt thereof. Such interest may be added to succeeding billing statements. For purposes of this paragraph, the sixty (60) day period shall begin to run on the last day of the calendar month during which the Firm's billing statement is received by the City.

**8.0 TERMS OF AGREEMENT AND RENEWAL**

8.1 This Agreement shall continue in effect until December 31, 2020.

8.2 This Agreement shall be subject to renewal for such additional periods and on such terms as shall be mutually agreeable.

**9.0 TERMINATION AND STOP WORK ORDERS**

9.1 Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice, and this Agreement shall terminate upon the expiration of thirty (30) days following receipt by the other party of such notice.

9.2 Directives to stop work being performed under any or all portions of this Agreement may be issued by City at any time either in writing or verbally followed by written confirmation.

**10.0 REPORTS OF SERVICES AND REVIEW OF AGREEMENT**

10.1 The Firm will maintain accurate time records describing the activities performed and the dates upon which said services were provided, and shall provide a monthly statement to the City setting forth the attorney time and services performed and a monthly summary of such time and services. If so requested by City, the Firm shall also provide additional periodic reports of services rendered pursuant to this Agreement.

**11.0 INSURANCE**

11.1 Firm will provide professional malpractice coverage with limits and self-insured retention acceptable to the City Manager.

**12.0 GENERAL PROVISIONS**

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

12.2 Integrated Agreement. This negotiated Agreement, together with the below-listed Attachment, which is incorporated herein by this reference, represents an integrated agreement and the entire agreement between 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.

12.3 Assignment. Firm shall not assign all or any portion of its duties or obligations under this Agreement.

12.4 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.

12.5 Attorney Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other its reasonable costs, including attorney fees.

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

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

DATED, this \_\_\_\_\_ day of December, 2018.

CITY OF MILL CREEK

Ogden Murphy Wallace

\_\_\_\_\_  
Robert S. Stowe, Interim City Manager

By: \_\_\_\_\_  
Scott M. Missall, Member

ATTEST:

\_\_\_\_\_  
Acting City Clerk, Gina Pfister

ATTACHMENT A: Letter of Engagement – November 26, 2018

Robert S. Stowe  
City of Mill Creek  
November 26, 2018  
Page 1



OGDEN MURPHY WALLACE, PLLC  
901 FIFTH AVENUE, SUITE 3500  
SEATTLE, WA 98164-2008

T 206.447.7000  
F 206.447.0215

OMWLAW.COM

**Scott M. Missall**  
smissall@omwlaw.com

**VIA U.S. MAIL**

November 26, 2018

Robert S. Stowe  
Interim City Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012

Re: Proposal for City Attorney Services 2019-2020

Dear Bob:

Thank you for engaging our firm to continue representing the City of Mill Creek as its City Attorney. We have a long history of serving the City in that capacity, and are proud and pleased to continue performing this service. We hold the City, its staff and its elected officials in the highest regard, and appreciate the opportunity to continue our professional relationship.

Pursuant to our discussions, this proposal extends our services for the next two years – 2019 and 2020. There is no substantive change from our current contract, except that we have updated the rates for attorneys.

**Terms of Engagement**

We think it is critical that we both share the same understanding of our attorney-client relationship. As you know from our long personal association, I personally strive to represent the City to the highest standards, facilitate the City's goals within the bounds of the law, and practice preventive law to minimize unnecessary legal expenses and distractions from the City's public business. Other aspects of our relationship and the scope of our work are described herein.

I have enclosed the firm's Standard Terms of Engagement, which describe more particularly our procedures and how we will serve the City. This engagement letter and the Standard Terms of Engagement set forth our agreement with the City for the work we will perform. Please review them and let me know if you have any questions. If you agree to both documents, please sign the enclosed copy of this letter where indicated {SXM1748900.DOC;3/05739.000004/ }

Robert S. Stowe  
City of Mill Creek  
November 26, 2018  
Page 2

and return it to us. Please let me know at any time if you have questions or comments regarding our relationship – we value the City as our client and want to ensure the City is receiving the services it expects.

**Legal Team and Rates**

I will continue to serve as City Attorney. The coverage team I have assembled for Mill Creek includes two talented attorneys. My partner **Athan Tramontanas** will serve as Asst. City Attorney. Athan has 20+ years of experience working with special purpose districts and municipalities, primarily in the areas of public works, construction law, and related contracts and litigation. He has worked closely with Gina Hortillosa on numerous matters and recast most of the City’s public works contracts and forms over the last few years. **Emily Miner** is the principal associate working with me for municipal clients. Emily can efficiently handle many municipal tasks and projects, particularly land use, development and permitting, Public Records Act issues, wireless issues, and municipal finance matters.

In addition to this designated team, the firm has many other attorneys who are highly experienced in all phases of municipal law and litigation so that, whatever might happen, we can serve the City’s needs. More information about our attorneys and practices can be found on the firm’s website, [www.omwlaw.com](http://www.omwlaw.com).

As we have always done, we will bill the City for our services using discounted hourly rates.<sup>1</sup> We propose an approximate 3% rounded increase in the current rates to reflect the 3.1% CPI increase (August 2017 to August 2018) for the Seattle area. Team members (who will be performing most of the City’s work) will be billed at the new discounted rates set forth below. Other lawyers if needed will be billed at their firm discounted rate, which can range from \$215 to \$435.

Scott Missall (City Attorney)	\$335/hour
Athan Tramontanas (Public Works and Contracts)	\$330
Emily Miner (Municipal Issues)	\$230

I will review the firm’s monthly statements before they are sent to ensure they are appropriate. We will send them to you via U.S. mail and/or email unless you request otherwise. Please let me know if you have questions or would like to discuss this. If the foregoing is acceptable, the listed rates will be implemented January 1, 2019 for all subsequent work. I will confer with you to discuss any future changes in these rates.

**Advance Fees and Costs**

Based on our longstanding relationship with the City, we are waiving our customary advance fee deposit. In the event any specific matter (e.g., significant litigation) would arise for which advance fees or costs might be appropriate, I will discuss that with you in advance. We charge for some costs and will include those on our invoices.

---

<sup>1</sup> For comparison, my current non-municipal rate is \$440/hour.

{SXM1748900.DOC;3/05739.000004/ }

Robert S. Stowe  
City of Mill Creek  
November 26, 2018  
Page 3

**Supervising Attorney and Assistance**

I will act as principal contact for the City and as supervising attorney for other attorneys in the firm. I will be responsible for seeing that the City's work is carried out in a timely, efficient and economical manner, and will be assisted by other attorneys and legal assistants in our office. The usual individuals who act in that capacity are listed above, but Ogden Murphy is a large municipal firm and has attorneys with many and varied capabilities.

**Scope of Services**

With the help of my partners and associates, we will be the City's Office of the City Attorney and attend to the City's legal needs as they are assigned or requested, including attendance at Council and other City meetings, advising on the range of public law and municipal legal matters, handling day-to-day needs of the City, as well as administrative hearings and judicial litigation, etc. We practice in accordance with the Rules of Professional Conduct for Washington lawyers, and will advise you if we discern a conflict in the course of our work for the City.

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and assure you that we will do our best to provide you and the City with high quality legal services. If you have any questions or concerns during the course of our relationship, please contact me or our managing member, Don Black. If you agree with the provisions of this engagement letter and the attached Terms and Conditions, please sign where indicated below and return to us. We look forward to working with you.

Sincerely,  
**OGDEN MURPHY WALLACE, P.L.L.C.**

Scott M. Missall, member

SMM/lfs  
Enclosures

THE CITY OF MILL CREEK HEREBY ACCEPTS AND AGREES TO the foregoing letter and the attached Standard Terms of Engagement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Mill Creek**

By: \_\_\_\_\_  
Robert S. Stowe  
Interim City Manager

{SXM1748900.DOC;3/05739.000004/ }

**OGDEN MURPHY WALLACE, P.L.L.C.**

**STANDARD TERMS OF ENGAGEMENT**

**General Rates**

The usual basis for determining our fees is the time expended by attorneys, paralegals and legal assistants of the firm. The rates for our services may change from time to time without notice, usually in September. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

**Other Factors in Rates**

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee that we may charge in your business matters has been and will be set in light of these various factors.

**Billing Fees and Costs**

We will bill you on a regular basis, normally each month, for all the time spent on your project and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person or on the telephone; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical costs for which you may be billed would be: filing fees; delivery fees; computer assisted legal research; copying; imaging; long distance telephone charges; charges of outside experts and consultants; and travel.

**Payment; Interest**

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

{DWB1748900.DOC;3/05739.000004/ }

**Advance Fee Deposit**

New clients are usually requested to provide an advance fee deposit to the firm. The advance fee deposit is placed in a trust account as described below, and fees and expenses for legal services are then charged against the account. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid after ten (10) days, the firm reserves the right to apply the advance fee deposit to the unpaid balance and require an additional advance fee deposit before commencing further work. At the conclusion of our legal representation or at such time as the deposit is unnecessary, the remaining balance or an appropriate part of it will be returned to you.

**Trust Deposits**

All trust deposits from you will be held in a client trust account. By court rule in Washington, funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

**Termination**

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a paper or electronic copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

**Estimates**

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

**Confidentiality and Electronic Communications**

We owe a duty of confidentiality to all of our clients. Accordingly, you acknowledge that we will not be required to disclose to you, or to use on your behalf, any information in our possession with respect to which we owe a duty of confidentiality to another current or former client. As part of our work for you, we may transmit information by email, cellular telephones, voice over Internet and electronic data/document web sites and other means of electronic communication. If you need to have any information relating to our work for you encrypted prior to transmission, let us know prior to any electronic communications. In the absence of a specific request for encryption, we do not regularly encrypt our communications. By agreeing to engage us as your attorneys, you consent to the use of these communication methods.

{DWB1748900.DOC;3/05739.000004/ }



**Dispute Resolution**

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's managing member. Typically such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Standard Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Please be aware that by agreeing to arbitration, you are waiving the right to a trial by jury and your right to appeal, that the arbitrator will be bound by the AAA rules and not by state or federal law, and that discovery will be limited to what is allowed under the AAA rules. Arbitration fees and expenses shall be borne equally by the parties. In the event of non-payment such that we have to pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

**Withdrawal**

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate reason, as determined by the firm in accordance with applicable law and the Rules of Professional Conduct.

**Disclaimer**

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within ten (10) days of the date of the accompanying engagement letter.

**Independent Advice**

Since the Engagement Agreement is legally binding and affects your legal rights, you may wish to seek the advice of independent counsel prior to executing it.

**Conclusion**

Thank you for retaining our firm. We look forward to working with you.

{DWB1748900.DOC;3/05739.000004/ }

Agenda Item # J

Meeting Date: December 11, 2018

**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:    STUDY SESSION: HISTORICAL PRESERVATION PROJECT****PROPOSED MOTION:**

No action required. Information provided for Council review and discussion.

**KEY FACTS AND INFORMATION SUMMARY:**

Earlier this year, the Art and Beautification Board began discussing art projects to enhance the City's culture. One idea was to develop an artistic timeline of the City's history, with the final product to include a mix of text and images. A panel concept would allow for other panels to be added as the City's story continues to unfold. This project would serve a dual purpose of providing artistic value while educating the public about Mill Creek's history.

In July 2018, Snohomish County Councilmember Terry Ryan contacted the City about potential funding available for a historical preservation project. Staff worked with Art and Beautification Board to ensure the timeline project was one they would like to pursue; it received unanimous support. The City applied for and received a \$12,500 grant from the Snohomish County Historic Preservation Commission Community Heritage Program. The funds are designated for work in 2018, including reimbursement of costs for a designer (Christopher Baldwin Design), a project intern to research and compile information (Melissa Duque), and staff time to direct / administer the project. The outcome of the project in 2018 is the design of the historical panels.

The initial concept was to create set of vertical panels, including a founding history panel and an additional panel for each decade of Mill Creek's history. However, as the project progressed, the vision became more of telling a story about the City versus identifying hard dates and events by decade. The Art and Beautification Board's vision is for the panels to hang within the frame of the bridge in Mill Creek Town Center, just north of 153<sup>rd</sup> Street.

The City promoted the project on social media, in the November issue of *City Connection*, and through focus groups and stakeholder meetings. Information was gathered from several sources: Sno-Isle Libraries, newspaper clippings and the internet; outreach to the Garhart family, Tulalip Tribes, and Mill Creek Community Association; review of City documents; and first-person conversations with a number of residents who have historical knowledge of Mill Creek.

Through regular and special Art and Beautification Board meetings from August through November, the Board has carefully considered content and images to include in the panels. The panels will be presented at the December 11 Council meeting.

City Council Agenda Summary  
Page 2

Next Steps

Building on the work this fall, the Art and Beautification Board will continue the historical preservation project in the next biennium.

The work includes:

- Soliciting community feedback on the information included in the panels;
- Finalizing design;
- Securing funding assistance for production of the panels;
- Production and installation of the panels; and
- Developing a website to complement and expand upon the information in the panels.

Funding for Production of the Panels

This project is included within the 2019-2024 Capital Improvement Plan, with the Municipal Arts Fund identified as one of the funding sources. However, in alignment with the City's fiscal responsibility goal, alternative funding will be sought for the project. The Garhart family, which originally acquired the land that is now Mill Creek, previously reached out to the City about partnering on such a project. It appears there is some funding that may be available to help with such a project. Other civic organizations, including the Mill Creek Women's Club, the Rotary, the Lions and the Kiwanis, have expressed interest in helping fund a project like this in exchange for having their logo on the finished work.

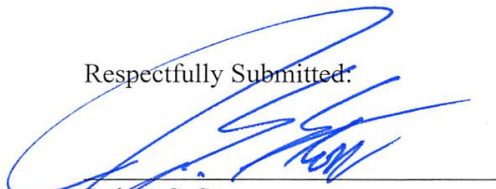
**CITY MANAGER RECOMMENDATION:**

N/A

**ATTACHMENTS:**

- Attachment A: Historical Preservation Project Panels
- Attachment B: Project Location and Size Mockup

Respectfully Submitted:



Robert S. Stowe  
Interim City Manager



THE HISTORY OF MILL CREEK

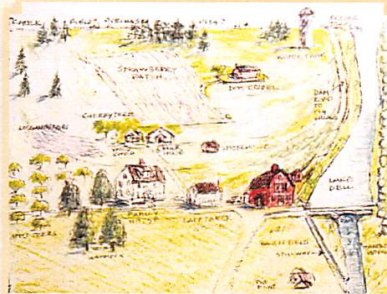
# LIVING *off the* LAND



Indigenous tribes are the earliest known inhabitants of present-day Snohomish County and modern-day Mill Creek. In 1855 under the Treaty of Point Elliott, local tribes relocated to Tulalip Bay and formed the Tulalip Tribes.

During the late 19th century, early homesteaders settled in what is now the Mill Creek area and began farming. One of the earliest homesteaders includes an ancestor of Microsoft founder Bill Gates.

1931 - 1967



LAKE DELL FARM

From 1931 to 1967, the Garhart family cultivated Lake Dell Farm and learned how to live off the land. Originally 14 acres, the farm raised livestock and grew a variety of vegetables and fruit. By the 1960s, Lake Dell Farm had grown to 900 acres. This land eventually became the heart of Mill Creek. A plaque on the northeast corner of 164th Street and Bothell-Everett Hwy, behind the brick Mill Creek Community Association sign, honors the patriarchs of the family.

WHAT USED TO BE HERE



CABINS

There were cabins and farmhouses throughout the area, including one at what is now the 13th tee of the Mill Creek Country Club golf course.

DYNAMITE PLANT

Residents in the mid-1900s would get dynamite to clear land near the current site of the Mill Creek Library.

GENERAL STORE

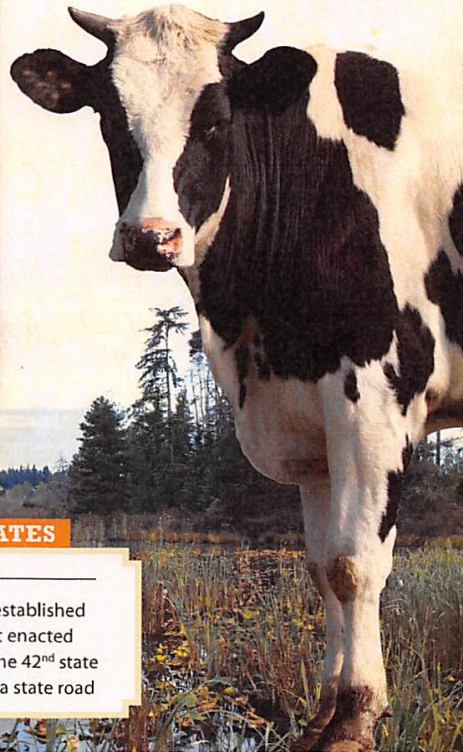
A general store sat at Wintermutes corner, now the intersection of 164th Street and SR 527.

DAIRY FARM

Families in the 1930s purchased dairy products from the Vodder's Family Dairy Farm close to where Central Market is located.

WATERWAYS

Three main waterways in the City include Penny Creek, North Creek and (under this very bridge) Mill Creek.



IMPORTANT DATES

- 1861 - Snohomish County established
- 1862 - The Homestead Act enacted
- 1889 - Washington became the 42<sup>nd</sup> state
- 1937 - SR 527 established as a state road



THE HISTORY OF MILL CREEK

# From Farms to a PLANNED COMMUNITY

By the 1960s, the Garhart family was ready to sell Lake Dell Farm. Due to the farm's significant size, developers showed interest in building a planned community. The land was sold to Seattle developer Elmer Kerns. Initial plans included a residential community with three golf courses. The project also had various names including Olympus and Klahanie (a Chinook jargon term for outside or outdoors).

In 1972, the Tokyu Land Development Corporation bought the land and the Japanese United Development Corporation (UDC) took over the planning. They gave the community the name Mill Creek. UDC developed 1,073 acres of thick forest into a golf course and 4,600 large homes, along with multiple parks and trails. In 1974, UDC formed the Mill Creek Community Association (MCCA).



## MILL CREEK COUNTRY CLUB

This exquisite club featured a lush golf course designed by renowned course architect Ted Robinson. Initial advertisements focused on the social environment of the club. The facilities continue to be popular for weddings and events.

1976



## FIRST RESIDENTS

MCCA attracted people to its upscale neighborhoods, large homes and pristine landscapes. It was known as a bedroom community for residents commuting to work either north to Everett or south to Seattle or Bellevue.



## OWL MAN

During the 1970s and 1980s, Donald Farber, the head of grounds maintenance for MCCA, created chainsaw carvings of owls for those in the community and surrounding areas. Some owls can still be found throughout Mill Creek including in front of the Mill Creek Library.



## CELEBRATING NATURE

Mill Creek's robust ecosystem has attracted a variety of wildlife to enjoy grass lands and wetlands, including a buffalo herd, beavers, black bears and bobcats. Numerous trails and parks were built as a community asset to highlight the region's natural beauty.

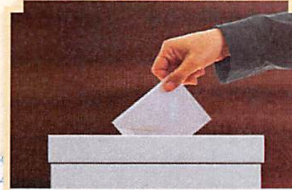


THE HISTORY OF MILL CREEK

# The Big DECISION

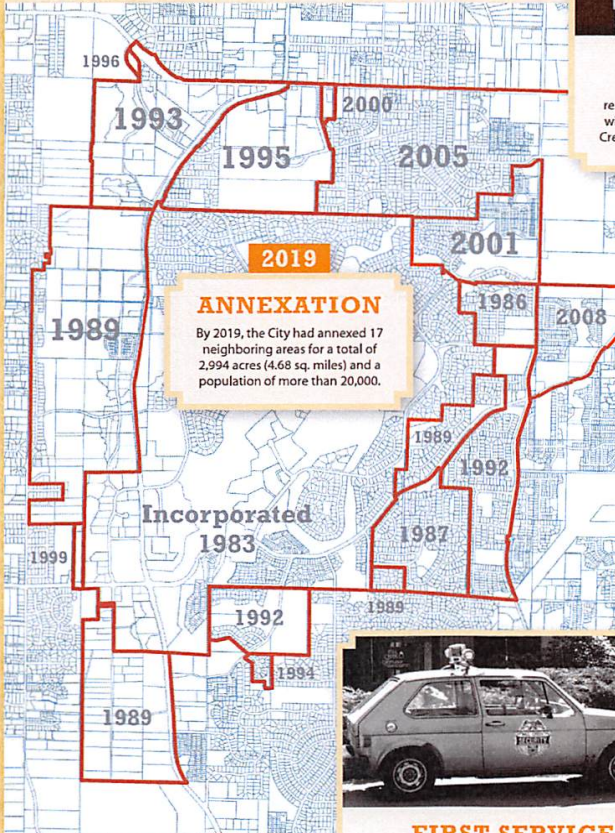
As MCCA continued to grow, residents realized there was a need for expanded services in regards to safety and a more equitable tax structure. Around Puget Sound, similar communities were annexed by neighboring cities. MCCA residents felt there was an opportunity to retain the uniqueness of their community through incorporation as a city.

1983



### THE VOTE

On Sept. 20, 1983, 453 Snohomish residents voted to incorporate Mill Creek, with 324 voting against. At the time, Mill Creek consisted of 1,160 acres (2 sq. miles).



### ANNEXATION

By 2019, the City had annexed 17 neighboring areas for a total of 2,994 acres (4.68 sq. miles) and a population of more than 20,000.

### Mill Creek decides it's time to become a full-fledged city

**By KARL NEICE**  
*Staff Correspondent*

MILL CREEK — The residents of Mill Creek decided Tuesday to take their place in the ranks of Snohomish County cities, voting to become the county's first new municipality in nearly two decades.

In Tuesday's primary election, the people of this fast-growing planned community of 2,000 said a new seven-member city council to set up a new government and to begin charting Mill Creek's future.

The final, unofficial count early today showed 89 votes in favor of the incorporation of Mill Creek, 28.8 percent of the total votes. 89 votes equated to forming the city, or 4.1 percent.

While voter turnout averaged less than 21 percent across Snohomish County, nearly 80 percent of the registered voters in Mill Creek said their ballot on an incorporation question that has propped the community for months.

Only in the Sultan School District, where voters rejected a \$4.9 million bond issue proposal that would have helped to pay for a new high school, was the turnout as high, from 46 to 62 percent.

Primary voters turned out Tuesday to choose candidates for various county-level offices and positions, as well as school board members, school board and fire district seats. Those candidates will name on to compete on the Nov. 8 general election ballot.



### FIRST SERVICES

The majority of City services initially were contracted except for the police force.



### COUNCIL-MANAGER FORM OF GOVERNMENT

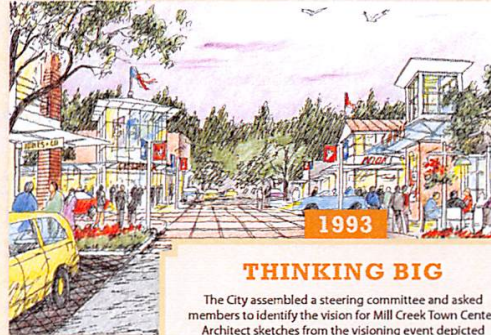
The City Council consists of seven councilmembers elected at large to four-year terms. Every two years, the Council elects a Mayor and a Mayor Pro Tem from its members. The Council appoints a City Manager to serve as the City's Chief Executive Officer.



THE HISTORY OF MILL CREEK

# A Place Called HOME

Following incorporation, Mill Creek came of age as schools, shopping areas and a library were added to the community. With input from the residents in 1992, the City of Mill Creek designated a new 18-acre, mixed-use center as the Mill Creek Town Center. The award-winning Town Center design focused on being a pedestrian friendly area to encourage shopping and gathering. Development started in 2002. The first building, Park Place Center, opened in 2004, followed soon after by other restaurants and retailers.



1993

### THINKING BIG

The City assembled a steering committee and asked members to identify the vision for Mill Creek Town Center. Architect sketches from the visioning event depicted families walking, sitting, playing and dining together.

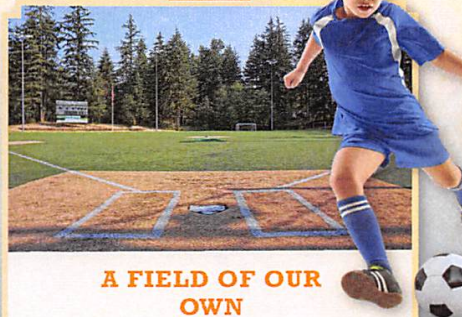
1994



### HENRY M. JACKSON HIGH SCHOOL

Named after Henry M. "Scoop" Jackson, the late U.S. Senator from Everett, the high school is part of Everett School District. By 2018, the student body surged to 2,200.

2004



### A FIELD OF OUR OWN

The City's 1998 Comprehensive Plan designated a park along the SR 527 Corridor. The City purchased five acres for such a park in February 2002. The Mill Creek Sports Park design includes a flexible field layout to Little League baseball, softball and youth soccer. The park opened March 6, 2004.



2002

### MILL CREEK TOWN CENTER

The Mill Creek Town Center design represents a sharp departure from conventional shopping center design. Features include shop-lined streets, offices overlooking public plazas, a pedestrian-oriented streetscape and a unique cosmopolitan character. It also includes several conservation easements.



THE HISTORY OF MILL CREEK

# COMMUNITY

## Beyond Our Boundaries

Mill Creek's influence extends beyond City limits as the Seattle metro area rapidly expands. Mill Creek's diverse community comprises residents and nearby neighbors who come to shop, dine and enjoy activities in the City. This includes holiday celebrations, summer art walks, parades and festivals, garden tours, summer concerts and recreational programs.

People also enjoy the City's numerous parks and trails, which underscores Mill Creek as an active, interactive and pet-friendly community.

1986



### RUN OF THE MILL

With its inaugural race in 1986, the Run of the Mill became a community tradition. Hundreds of racers make the trek through the heart of Mill Creek and along the North Creek Trail.

2003



### MILL CREEK FESTIVAL

Mill Creek Festival began and soon became a centerpiece community event. It draws many visitors from surrounding areas to enjoy entertainment, food, arts and crafts booths, and a children's activity area.



### HOOPS

Hundreds of children from kindergarten through eighth grade participate in the annual Youth Basketball League. The City program teaches the fundamentals of basketball while helping kids have fun and develop teamwork skills.

1997

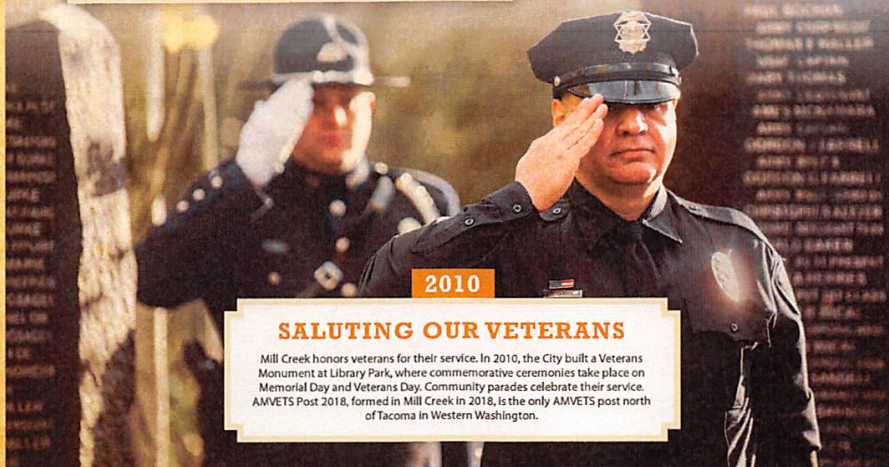
### A VIBRANT BUSINESS COMMUNITY

The Mill Creek Business Association launched in 1997 to connect the City's business community. In 2019, it transitioned to the Mill Creek Chamber of Commerce with an added focus of including businesses surrounding the City.

2010

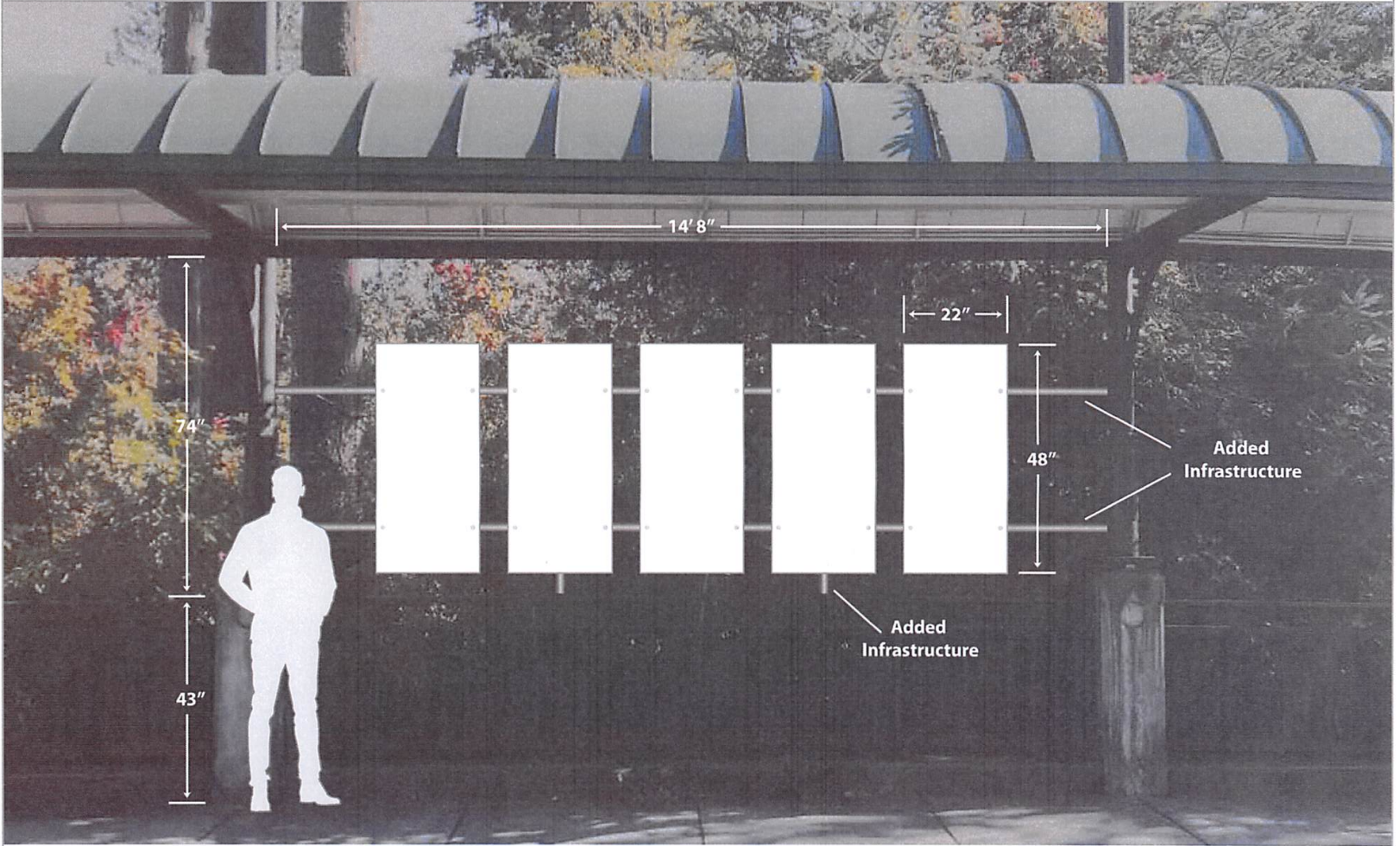
### SALUTING OUR VETERANS

Mill Creek honors veterans for their service. In 2010, the City built a Veterans Monument at Library Park, where commemorative ceremonies take place on Memorial Day and Veterans Day. Community parades celebrate their service. AMVETS Post 2018, formed in Mill Creek in 2018, is the only AMVETS post north of Tacoma in Western Washington.





# CITY OF MILL CREEK INTERPRETATIVE SIGNAGE



CITY OF MILL CREEK HISTORICAL INTERPRETATIVE SIGNAGE  
SIGN PLACEMENT STUDY #1  
10/10/2018





Agenda Item # K  
Meeting Date: December 11, 2018

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

**AGENDA ITEM: CITY COUNCIL APPOINTMENT PROCESS**

**KEY FACTS AND INFORMATION SUMMARY:**

Mill Creek City Council Position No.2 is anticipated to be vacated with the future resignation of Councilmember Jared Mead. In preparation for such a vacancy, attached are the recruitment materials that were used during the most recent Council appointment process. Dates have been changed to reflect the current situation and may be modified further based on Council discussion. Additionally, attached is the interview process that was used previously for Council consideration.

**CITY MANAGER RECOMMENDATION:**

City Council direction regarding the anticipated Council candidate recruitment and interview process.

**ATTACHMENTS:**

- City Council Candidate Recruitment Brochure
- City Council Candidate Interview Process

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read "Bob Stowe", is written over a horizontal line.

Robert S. Stowe  
Interim City Manager

**CITY COUNCIL INTERVIEW PROCESS**

1. Applicants will be interviewed in alphabetical order. The City Council respectfully requests that all applicants remain outside the council chambers until each applicant is called for his/her specific interview. After completion of their interview, applicants are invited to attend the remainder of the public meeting.
2. The initial interview round will be 10 minutes per applicant, including the applicant's opening statement.
  - a. Each applicant will be given 2 minutes to make an opening statement. Only the applicant may speak on his or her behalf. The Acting City Clerk shall alert the Council when 2 minutes has expired.
  - b. After the applicant's opening statement, the Council will interview the applicant.
  - c. The Acting City Clerk shall alert the Council when 10 minutes has expired.
  - d. Due to the number of applicants, the 10 minute interview time frame will be strictly enforced.
3. After completion of applicant interviews, pursuant to RCW 42.30.110, the City Council shall adjourn to the Council's Executive Session Chambers to discuss the qualifications of the candidates.

**The following process is proposed to be utilized by the Council for the selection of applicants to advance to the finalist round:**

1. After executive session, the Council shall reconvene to regular session and nominate applicants to advance to the finalist round.
  - a. Any member of the Council may nominate any candidate(s) to progress to the finalist round.
  - b. Nominations shall require a second to place the nominee in contention for selection as a finalist.
  - c. A simple majority vote of the council will move the nominated candidate to finalist status.
2. After selection of finalists, the Council shall determine whether it wishes to hold an additional round of interviews on a separate date.
3. If the Council does not feel an additional round of interviews is necessary, the Council shall proceed with nominating finalists for appointment to the Mill Creek City Council.

**The following process is proposed to be utilized by the Council for appointment of a finalist to City Council Position No. 2.**

1. Any member of the City Council may nominate any finalist(s) for appointment to City Council Position No. 1.
2. Nominations shall require a second to place the nominee in contention for selection.

3. At the close of nominations, the Acting City Clerk shall place the names of all nominated candidates on a written ballot, shall designate the ballot as "Ballot #1, and shall distribute the ballot to each Councilmember.
4. The Council shall vote on the written ballot provided by the Acting City Clerk with each Councilmember casting one (1) vote for the candidate of his/her choosing (or writing "abstain" on the ballot).
5. The ballot shall be signed by the Councilmember casting the vote and all ballots shall be collected by the Acting City Clerk and tabulated. The City Manager shall witness the tabulation.
6. The City Manager shall announce the names of each nominee, the number of votes received, and the Councilmembers voting for that nominee.
7. If no nominee obtains at least four votes of the Council, the nominee(s) receiving the lowest number of votes shall be removed from the ballot, provided that at least two nominees shall move forward to the next ballot.
8. The Acting City Clerk shall prepare the next ballot, which shall contain the names of the remaining nominees and shall be designated as "Ballot #2." The Council shall vote on that ballot in the manner provided above.
9. Ballot preparation and voting shall continue in the above manner until one nominee receives at least four votes of the Council.
10. All ballots from all rounds shall be retained by the Acting City Clerk as part of the record and shall be available for public inspection at the close of the meeting.
11. The successful nominee shall be sworn in by the City Manager.





## *Accepting Applications for* **Mill Creek City Council Position #2**



*The City of Mill Creek is accepting letters of interest from persons desiring an appointment to fill a vacancy on the Mill Creek City Council (Position #2).*

### **About the City Council**

The City operates within the Council-Manager form of government. The Council consists of seven Council members elected at large to four-year terms. Every two years, the City Council elects a Mayor and Mayor Pro Tem from its members. The Mayor serves as the chair of the Council.

The Council appoints a City Manager to carry out the legislative policies the Council develops. The City Manager is the Chief Executive Officer of the City.

The City Council enacts laws and establishes policies through the adoption of ordinances and resolutions, and develops strategies and objectives designed in the City's mission. Through its legislative actions, the Council establishes priorities for the City Manager and staff.

The Council meets on the first, second and fourth Tuesday of each month at 6 p.m. in the Council Chambers at Mill Creek City Hall South, located at 15728 Main St.



## Mill Creek City Council Position #2

### Term of Appointment

This appointment shall be for a term commencing on the date of appointment until certification of the next election in November 2019.

### Minimum Requirements

To be considered, applicants must meet the following minimum requirements:

- The applicant must have been a resident of the City of Mill Creek for at least one year immediately prior to the time of application ([RCW 35A.13.020](#); [RCW 35A.12.030](#)).
- The applicant must be registered to vote within the City of Mill Creek at the time of application ([RCW 35A.13.020](#); [RCW 35A.12.030](#)).

### Application Materials

Each applicant must submit the following to be considered:

- A signed letter of interest that sets forth:
  - o Name
  - o Address
  - o Phone (home, work and mobile as applicable)
  - o Place of Employment

- o Educational Background
- o Years Lived in City
- o Whether applicant is a registered voter in the City of Mill Creek
- o Statement of interest addressing the following:
  - Summarize your involvement with this or previous communities. Include activities on City boards, with City events, local community groups, civic organizations, youth organizations, etc.
  - What do you like most about living in the City of Mill Creek?
  - Why are you interested in being appointed to the City Council?

- Written responses to the following supplemental questions.

- o The City of Mill Creek operates under a Council-Manager form of government. In this form of government, the role of a councilmember is to provide policy direction, establish goals and priorities, determine spending parameters through the biennial budget process and provide governance oversight. What background or experience do you feel you would bring to the City







Council that would make you a good City Councilmember?

- o How would you describe your communication and working style?
- o How would your communication and working style enhance and foster a positive and collaborative working relationship among the Council and between the Council and the City Manager?
- o Please review the Guiding Principles on page 4 and describe:
  - How, as a member of the City Council, would you provide leadership and/or model the STAR values as set forth in the Guiding Principles?
  - What ideas do you have that would help the City achieve the goals set forth in the Guiding Principles?
  - Whether you would seek to change/add/remove any goals to the Guiding Principles? Why or Why not?
- o Do you feel you have sufficient time available to: attend Council meetings, retreats, regular meetings with the City Manager and review written materials provided to Councilmembers in order to adequately prepare for such meetings?

### **Compensation and Benefits**

Councilmembers receive a monthly stipend of \$500 for their service.

The City has a Social Security Replacement Plan (the Municipal Employees Benefits Trust), which means employees of the City of Mill Creek, including Councilmembers, do not contribute to or earn Social Security credit while employed with the City.

### **Application Process**

Applicants must submit their complete application to the City Manager of the City of Mill Creek at Mill Creek City Hall South, 15728 Main Street, Mill Creek, WA 98012 or at [citymanager@cityofmillcreek.com](mailto:citymanager@cityofmillcreek.com). Application materials must be **received by 5:00 p.m. on Friday, February 1, 2019**. Faxes and postmarks will not be accepted. Applicants are responsible for verifying the City has received applications submitted by electronic mail.

The Mill Creek City Council will begin interviewing applicants at approximately 6:00 p.m. on Tuesday, February 5, 2019. Depending on the number of applicants, additional interviews may be conducted.

Questions regarding the application process should be submitted in writing or via electronic mail to the City Manager at Mill Creek City Hall South, 15728 Main Street, Mill Creek, WA 98012 or at [citymanager@cityofmillcreek.com](mailto:citymanager@cityofmillcreek.com). Only written questions will be accepted. Questions and responses will be posted on the City's website for the benefit of all applicants.



# City of Mill Creek Guiding Principles

## VISION

Mill Creek will be a City where everyone works together to foster an exceptional community experience -- a place where people are safe, the natural beauty is preserved, neighborhoods flourish, businesses thrive and recreational opportunities abound.

## MISSION

Mill Creek's mission is to set the standard of excellence for local government. Through dynamic and innovative strategies, we provide outstanding public services in a fiscally responsible manner to promote a safe, active and vibrant City.



## STAR VALUES

### Service

Through continuous improvement, innovation, creativity, professional competence and hard work, we enthusiastically provide outstanding service to all customers, internal and external.

### Teamwork

In order to support our shared goals and successes, we teach, learn from, collaborate and cooperate with others, while being flexible, adaptable and inclusive.

### Accountability

We are responsible for our actions and decisions, and always portray honesty, integrity, transparency and leadership in our contributions.

### Respect

We take pride in our work and accomplishments, and in the work and accomplishments of others. We support an environment that honors the value and dignity of all individuals.

## GOALS

### Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

### Community Preservation

To support the development, maintenance and revitalization of public and private property to ensure the continuation of Mill Creek as a safe, clean and well-maintained community.

### Civic Pride

To achieve strong community spirit by promoting active civic participation, public-private partnerships and transparency in government.

### Customer Service

To provide excellent service to all who interact with the City by recruiting, training and retaining a skilled, innovative and dynamic workforce.

### Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

### Public Safety

To protect the life, health and property of residents, visitors and businesses through the delivery of community focused public safety services.

### Economic Prosperity

To engage in proactive economic development efforts that result in a robust local economy and position the City as a destination of choice.

### Leadership

To influence regional, state and national matters impacting our community through the engagement of staff and elected officials.

### Long Term Planning

To maintain the City's special community character by carefully evaluating future opportunities for short and long term benefits in order to protect land use, infrastructure, economic development and service delivery standards.





Date: December 11, 2018

A/P Check Batches		
Dated	Check Numbers	Amount
11/15/2018	ACH-Union 76 Fleet-Oct	\$5,682.70
11/26/2018	ACH Debit-Dept of Rev-Sales Tax	\$2,042.51
11/28/2018	59481-59544	\$1,024,998.49
11/30/2018	59545-59548	\$16,304.28
<b>Total</b>		<b>\$1,049,027.98</b>

Voided Checks	
Numbers	Explanation
59516	Wrong Vendor

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 59481 through 59548, and ACH's in the amount of \$1,049,027.98.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Interim City Manager

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

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 11/14/2018  
Report Time: 06:46:10 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	11/15/2018
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	76
Batch Status:	Released	Created By:	SANKOTTKE
Released By:	SANKOTTKE		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
76 FLEET WEX BANK	0201-00-1059153	\$5,682.70	C	071000288	4539508	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$5,682.70	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$5,682.70	1
Prenotes	\$0.00	0

**Business Licensing and Taxes**

<< My DOR Services

**Return Payment**

Welcome, Sandra Kottke   Settings   Help   Log Out

Home   Return Payment for \$2,042.51   Oct-31-2018   Return Payment

**Return Payment**

CITY OF MILL CREEK  
600-598-011  
Excise Tax  
600-598-011  
Oct-31-2018  
\$2,042.51

**Applies To**

Oct-31-2018

**History**

2,042.51	Source	: ACH Debit
	Posted	: Nov-26-2018
	Received	: Nov-26-2018

Contact us

View Support ID



powered by  
**SecureAccess  
Washington™**

Access other State Agencies

Your Privacy | Access Agreement

© 2018 Washington State Department of Revenue  
and its licensors.  
All rights reserved.

*Working together to fund Washington's future*

**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 12/6/2018 1:22 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59481	SEADAJ 3341929	Daily Journal of Commerce BC: Sports Park Improvements 10/29 & 11/05	11/28/2018		292.00
			Total for Check Number 59481:	0.00	292.00
59482	ADPLLC 524748231 525159548	ADP, LLC ADP Payroll Services-HCM Suite 11/12 Payroll Processing Chgs-Workforce Now 11/15	11/28/2018		770.45 411.45
			Total for Check Number 59482:	0.00	1,181.90
59483	Allwest 79311	Allwest Underground, Inc Multi-Pro 02 Sensor	11/28/2018		369.51
			Total for Check Number 59483:	0.00	369.51
59484	SCCFOA SCCFOA Luncheon	Snohomish County Clerks And Finance Off SCCFOA Holiday Luncheon 12/13-P Lauerman	11/28/2018		94.00
			Total for Check Number 59484:	0.00	94.00
59485	ASCE 0170	ASCE Seattle Section Ad for Supervising Engineer-One Month Job Po:	11/28/2018		75.00
			Total for Check Number 59485:	0.00	75.00
59486	BANKCR16 1 2 3 4 5 5a 6	Bank of America Mill Creek Rotary Mtg 10/10-T Rogers Parking 10/11-PAC Mtg T Rogers Mill Creek Rotary Mtg 10/17-T Rogers Notary License, Bond, Insurance, Notary Stamp- Mill Creek Rotary Mtg 10/24-T Rogers Mill Creek Rotary Mtg 10/24-J Busch Subscription Renewal Landscape Architecture M	11/28/2018		17.00 6.00 17.00 202.00 17.00 17.00 59.00
			Total for Check Number 59486:	0.00	335.00
59487	bearx pa 112218.1	BearX Painting Repaint 2 Sport Court Signs-MCSP-Vandalism	11/28/2018		1,300.00
			Total for Check Number 59487:	0.00	1,300.00
59488	BENEAD 1811514	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan-Nov	11/28/2018		113.10
			Total for Check Number 59488:	0.00	113.10
59489	BLUEBEAM 1207648	Bluebeam Software Inc 10-Bluebeam: Standard Annual Maintenance Re:	11/28/2018		1,092.96
			Total for Check Number 59489:	0.00	1,092.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59490	BRUCEDEE 6129	Bruce Dees & Associates LLC Consulting Services-MCSP Turf & Lighting-Oct	11/28/2018		11,890.42
				Total for Check Number 59490:	0.00 11,890.42
59491	BUILDEX 1060402	Builders Exchange of Washington Inc Publish Projects Online-Mill Creek Sports Park I	11/28/2018		61.50
				Total for Check Number 59491:	0.00 61.50
59492	BANKCR20	Business Card	11/28/2018		
	1	Park Light Fittings			1.85
	10	2 - Irrigation Boxes			28.68
	11	Wood Handle Cultivator/Tine Fork-Sweeper Too			68.40
	12	Fiberglass Mid Pole Ext,Belted Pole Saw Sheath			248.29
	12a	Use Tax-Fiberglass Mid Pole Ext,Belted Pole Sa			-23.39
	13	3 - Large Tooth Curved Blade Hand Saw			177.06
	2	Clock - Council Chambers			24.67
	3	Light Hardware			11.88
	4	CHS Fixture & Fittings			51.41
	5	Licensing Fees-Vermecr Brush Chipper S/n#1VF			42.75
	6	Licensing Fees-2018 Ford F150 1FTEX1E56JKI			49.75
	7	Parks Lights Wire/Tool			31.94
	8	Landscape Seminar, WTLS-M Harbison, J Chrie			270.00
	8a	Recertification Prog Dec 12 & 13-M Harbison, J			540.00
	9	3 x Sloan C-100500-K Flushmate			84.93
				Total for Check Number 59492:	0.00 1,608.22
59493	BANKCR26	Business Card	11/28/2018		
	1	Regional Meeting 2018-M Todd & P Pruitt			100.00
	2	Breakfast 10/11-WMCA Fall Conf-G Pfister			14.30
	3	Wi-Fi Access-Council Packet			4.95
	4	SCCT November 15th Mtg-M Todd			35.00
	5	Lodging WAPRO Fall Conf 10/24-10/25-G Pfist			160.86
	6	2019 Oversized Planning Calendar-Used to Trac			33.31
	7	Binders & Dividers-2019-2020 Budget Books			105.53
				Total for Check Number 59493:	0.00 453.95
59494	Bankcr27	Business Card	11/28/2018		
	1	Taxi 10/05-IACP Conf-S Eastman			55.07
	2	IACP Conf Registration-S Eastman			445.00
	3	Masterpark Airport Parking SeaTac-IACP Parkin			83.04
	4	Lodging 10/06-10/09-S Eastman			710.19
	5	MTR Freeway Lightbar Cover Kit			227.92
	6	Refreshments Corporal Appointment			37.88
	7	WSNIA Open Source Intelligence Class-B Foutc			49.00
				Total for Check Number 59494:	0.00 1,608.10
59495	CANNONR 6952	Rosario Cannon Circle Time with Friends 10/22-11/19 #6952	11/28/2018		532.00
				Total for Check Number 59495:	0.00 532.00
59496	CDW PXV8897 QBB6132	CDW Government 2 Cisco Direct-City Hall WiFi Upgrade 79-MS EA 0365 E3GOV SS/79-MS EA 0365 A1	11/28/2018		285.60 3,048.20
				Total for Check Number 59496:	0.00 3,333.80

# AGENDA ITEM #L.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59497	CINTAS 4011938265 4011938265a	Cintas Corporation Loc. #460 Floor Mat Service 11/09 Floor Mat Service 11/09	11/28/2018		96.19 56.03
Total for Check Number 59497:				0.00	152.22
59498	COMCAST 0457011	Comcast High Speed Internet Fee 11/18-12/17	11/28/2018		191.40
Total for Check Number 59498:				0.00	191.40
59499	EASTMANS Reimb Per Diem Reimb Per Diema Reimb Per Diemb	Scott Eastman Dinner-WASPC Conf 11/12-S Eastman Breakfast & Dinner-WASPC Conf 11/13-S Eastman Breakfast-WASPC Conf 11/14-S Eastman	11/28/2018		23.00 34.00 11.00
Total for Check Number 59499:				0.00	68.00
59500	ELWING Reimb Per Diem Reimb Per Diema Reimb Per Diemb	Greg Elwin Dinner-WASPC Conf 11/12-G Elwin Breakfast & Dinner-WASPC Conf 11/13-G Elwin Breakfast-WASPC Conf 11/14-G Elwin	11/28/2018		23.00 34.00 11.00
Total for Check Number 59500:				0.00	68.00
59501	ENVIRTECH CD201901250	Envirotech Services Inc De-Icer	11/28/2018		5,593.98
Total for Check Number 59501:				0.00	5,593.98
59502	ADLFSASC 141191	ESA Prof Service-The Farm at Mill Creek 10/01-10/3	11/28/2018		1,262.73
Total for Check Number 59502:				0.00	1,262.73
59503	EVERMARK 53877	Ever-Mark, LLC 1 - 6'x2' Dibond Sign Panel-"Sullivan Orthodox"	11/28/2018		309.12
Total for Check Number 59503:				0.00	309.12
59504	FCSGROUP 2923-21811051 2947-21811084	FCS Group Prof Services-Mill Creek Stormwater Rate Study Prof Services Rendered to 11/16-Indirect Costs	11/28/2018		15,734.88 1,050.00
Total for Check Number 59504:				0.00	16,784.88
59505	GTENORTH 425-316-0326	Frontier Alarm System Line Chgs-Cook House 11/16-12/	11/28/2018		53.28
Total for Check Number 59505:				0.00	53.28
59506	GRYOSBRN 7	Gray & Osborne Inc Prof Serv-35th Ave Recon CM & Insp 09/16 tp 1	11/28/2018		61,519.39
Total for Check Number 59506:				0.00	61,519.39
59507	HARBORPC No. 5	Harbor Pacific Contractors, Inc 35th Ave Reconstruction 09/30-11/03	11/28/2018		773,175.58
Total for Check Number 59507:				0.00	773,175.58
59508	NWCASC 0550870886	Honey Bucket Honey Bucket Rental - Veterans Day Parade	11/28/2018		295.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59508:	0.00	295.50
59509	HORIZON 2M077538	Horizon Distributors Inc 3 Leaf Rakes, 3 Forged Forks, 1 Manure Fork	11/28/2018		340.31
			Total for Check Number 59509:	0.00	340.31
59510	JRWENTRP 4290	JRW Enterprises Service Call, Labor, PD Re-Key	11/28/2018		531.74
			Total for Check Number 59510:	0.00	531.74
59511	KPFFCON 236335	KPFF Consulting Engineers Prof Serv-35th Ave Recon 09/01-09/28	11/28/2018		5,414.81
			Total for Check Number 59511:	0.00	5,414.81
59512	Laikwok Reimb Shrubs	Lai Kwok Chiu Reimbursement for Replacement Shrubs	11/28/2018		700.00
			Total for Check Number 59512:	0.00	700.00
59513	LONGBUIL SRVCE0094212	LONG Building Technologies, Inc Clean Up S2 Power Supply-Rewired S2 Control:	11/28/2018		682.97
			Total for Check Number 59513:	0.00	682.97
59514	NelsonCa Reimb Exp	Carrie Nelson Reimb Supplies-Decorating for Trunk or Treat E	11/28/2018		32.86
			Total for Check Number 59514:	0.00	32.86
59515	NELSONM 6943 6944	Melissa Nelson Music for Preschool-Oct 10/19-11/16 #6943 Music for Preschool-Oct 10/19-11/16 #6944	11/28/2018		728.00 682.50
			Total for Check Number 59515:	0.00	1,410.50
59516	NWADMINI 851943822	Northwest Administrators Polizzotto COBRA-December Payment	11/28/2018 VOID		
				1,246.57	
			Total for Check Number 59516:	1,246.57	0.00
59517	OMWATT 817633 817634 817634a 817634b 817634c 818130	Ogden Murphy Wallace Attorneys Prof Legal Services-CED-Sept Prof Legal Services-Engr-Exploration Park-Sept Prof Legal Services-Engr-Transportation Mitigat Prof Legal Services-Engr-SW Utility Rate Study Prof Legal Services-Engr-35th Ave SE Reconstr Prof Legal Services-Franchises-Oct	11/28/2018		1,392.50 1,441.25 303.75 1,090.00 352.00 379.50
			Total for Check Number 59517:	0.00	4,959.00
59518	PGFREEZ INV-5472	Page Freezer PageFreezer Website Archiving-12 Months	11/28/2018		1,188.00
			Total for Check Number 59518:	0.00	1,188.00
59519	PAWS October 2018	PAWS Animals Brought to Shelter-Oct	11/28/2018		1,086.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59519:	0.00	1,086.00
59520	ELLITIRE 064462004648 064462004705	PepBoys-Remittance Dept LOF, Front Struts, Rear Shocks-Car #38 LOF-Car#44	11/28/2018		1,723.43 40.55
			Total for Check Number 59520:	0.00	1,763.98
59521	PERTEET 20160281.011-3 20160281.014-4 20180015.000-8	Perteet Inc Prof Serv Mill Creek Traffic Mitigation Fee Upd Prof Serv-The Farm at Mill Creek 10/01-10/28 Prof Serv-Mill Creek Storm Pipe Assessment 10.	11/28/2018		3,985.02 1,622.50 450.00
			Total for Check Number 59521:	0.00	6,057.52
59522	PHILPUB 29488 29488a	Philips Publishing Mill Creek Magazine-Winter 2018 Ad Revenue-Mill Creek Magazine-Winter 2018	11/28/2018		15,392.81 -7,719.00
			Total for Check Number 59522:	0.00	7,673.81
59523	PILCHVT 74827	Pilchuck Vet Hospital Emergency Consultation, Fecal Exam, Meds 10/	11/28/2018		186.66
			Total for Check Number 59523:	0.00	186.66
59524	PLANTSCP 47357E 47357Ea 47357Eb 47357Ec 47357Ed	Plantscapes Horticultural Services Landscape Maintenance-Medians/SR 527-Nov Landscape Maintenance-Ditches-Nov Landscape Maintenance-CHS-Nov Landscape Maintenance-CHN-Nov Landscape Maintenance-Parks-Nov	11/28/2018		1,283.85 1,754.74 580.86 130.96 7,566.56
			Total for Check Number 59524:	0.00	11,316.97
59525	WASPC Dues 2018-00680 INV028491	WA. Assoc of Sheriffs & Police Chiefs 2018 WASPC Associate Dues - S Eastman WASPC 2018 Fall Conf-G Elwin & S Eastman	11/28/2018		75.00 600.00
			Total for Check Number 59525:	0.00	675.00
59526	SNOCPUD 200154458 200797223 201345386 201353968 201663515 201948601 202212361 202667499 202693008 202767935 202852059 203028121 203164694 203211552 203348081 203388152 221897242	PUD No. 1 of Snohomish County 2720 Seattle Hill Rd 10/10-11/07 3401 148th St SE 10/20-11/16 2501 147th Pl SE 10/20-11/19 15728 Main St 10/05-11/01 14600 16th Ave SE 10/03-10/31 13903 N Creek Dr 10/16-11/13 928 Dumas Rd 10/16-11/14 2024 Seattle Hill Rd 10/10-11/07 15720 Main St 10/16-11/13 Street Lights-21 Lights-400W 15720 Main St Unit B 10/16-11/13 4560 SAC 10/06-11/01 13510 N Creek Dr 10/16-11/14 13628 N Creek Dr 10/16-11/14 14810 35th Ave SE 10/10-11/06 15429 Bothell Everett Hwy 10/09-11/02 14100 35th Ave SE 10/10-11/05	11/28/2018		15.66 18.97 46.73 1,395.29 19.50 690.54 133.59 33.42 1,630.70 312.90 343.40 49.68 48.62 48.25 54.84 13.50 73.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59526:	0.00	4,928.95
59527	Rasmussk Reimb Exp	Kristen Rasmussen Reimb Expenses-Gift Wrap & Bows-YAB Event	11/28/2018		58.02
			Total for Check Number 59527:	0.00	58.02
59528	EMPSECD 18-051633-RDUC5	Employment Security Dept- Records 5 Work History Research-S Yurevich	11/28/2018		13.50
			Total for Check Number 59528:	0.00	13.50
59529	SANDACLN Sept/Oct Sept/Octa	Sanda Cleaners Uniform Dry Cleaning-G Elwin & S Eastman 9/ Uniform Dry Cleaning-S Conner 9/8-10/30	11/28/2018		359.13 233.24
			Total for Check Number 59529:	0.00	592.37
59530	SHI B09137224	SHI International Corp Barracuda Networks-1Year Energize Updates 11.	11/28/2018		2,449.96
			Total for Check Number 59530:	0.00	2,449.96
59531	SILVERL 32140-27632 32141-27633 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017	Silverlake Water District 13903 N Creek Dr-Irrig 10/01-10/31 13903 N Creek Dr 10/01-10/31 14600 SR 527-Irrig 10/01-10/31 13800 N SR 527-Irrig 10/01-10/31 1600 SR 527-Irrig 10/01-10/31 15200 SR 527-Irrig 10/01-10/31 15100 N SR 527-Irrig 10/01-10/31 SR 527 & Trillium Blvd-Irrig 10/01-10/31 14600 SR 527-Irrig 10/01-10/31 SR 527 & Dumas Rd-Irrig 10/01-10/31 Dumas Rd Irrigation 10/01-10/31 14721 12th Ave SE-Irrig 10/01-10/31	11/28/2018		7.60 72.05 7.60 7.60 7.60 7.60 7.60 9.60 7.60 7.60 22.30 27.60
			Total for Check Number 59531:	0.00	192.35
59532	SNOCOC 2018-4715	Snohomish County Corrections Jail Service Fees - Sept	11/28/2018		12,238.67
			Total for Check Number 59532:	0.00	12,238.67
59533	SNYDERRF 5873103	Snyder Roofing Repair Leak-CHN Bldg	11/28/2018		460.36
			Total for Check Number 59533:	0.00	460.36
59534	SNDPUBIN EDH832122 EDH833616 EDH834505 EDH834734	Sound Publishing Inc BC: Mill Creek Sports Park Improvements-Cons Public Hearing Notice-Amendments to MCMC City Applications-Kazziep, Preliminary Short Pl: Pub of Ord No. 2018-838	11/28/2018		103.20 49.88 61.92 27.52
			Total for Check Number 59534:	0.00	242.52
59535	SDISTCR1 8Z0935291 8Z0935291a 8Z0935291b	South District Court JIS Fee 8Z0935291-R Dhaliwal Auto Theft 8Z0935291-R Dhaliwal PSEA 8Z0935291-R Dhaliwal	11/28/2018		23.00 10.00 31.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	8Z0935291c	Trauma Care 8Z0935291-R Dhaliwal			5.00
	8Z0935291d	CVC 8Z0935291-R Dhaliwal			0.85
	8Z0935291e	PSEA 35% 8Z0935291-R Dhaliwal			16.91
	8Z0935291f	Traumatic Brain Injury 8Z0935291-R Dhaliwal			2.00
	8Z0935291g	General Fund 8Z0935291-R Dhaliwal			47.15
			Total for Check Number 59535:	0.00	136.00
59536	SDISTCRT 1000486358 1000486358a	South District Court Filing Fees SD Court-Oct Interpreter Costs-Oct	11/28/2018		5,237.85 1,064.28
			Total for Check Number 59536:	0.00	6,302.13
59537	STOWE MI ICM 005	Stowe Development & Strategies, LLC Interim City Manager Services 10/01-10/31	11/28/2018		25,987.50
			Total for Check Number 59537:	0.00	25,987.50
59538	TERMINIX 380876000	Terminix Processing Center Pest Control-WO# 15786094047-MC Library	11/28/2018		80.59
			Total for Check Number 59538:	0.00	80.59
59539	THORBARN 80523	Thorson Barnett & McDonald, P.C. Prof Legal Serv-COBRA & Withholding-R Poliz	11/28/2018		879.50
			Total for Check Number 59539:	0.00	879.50
59540	UNITDREC 1800076	United Recycling & Container Soffall Chips-Pine Meadow Park	11/28/2018		2,499.75
			Total for Check Number 59540:	0.00	2,499.75
59541	WAALARM 449366	Washington Alarm Service Labor, Service Call, battery-Fire Panel-C	11/28/2018		377.09
			Total for Check Number 59541:	0.00	377.09
59542	WAVEDIV 07144664	WaveDivision Holdings, LLC Fiber Lease-15728 Main St-To 3000 Rockefeller	11/28/2018		657.78
			Total for Check Number 59542:	0.00	657.78
59543	WHPACIFI IN67724W	WHPacific, Inc Prof Serv-Seattle Hill Rd Preservation Thru 11/1	11/28/2018		39,020.65
			Total for Check Number 59543:	0.00	39,020.65
59544	WRIGHTJ Reimb Lic Fee Reimb Supplies	Jere Wright 2019 Pesticide License Renewal Fee-J Wright Clear Caulking-Leaking Window	11/28/2018		33.00 12.13
			Total for Check Number 59544:	0.00	45.13
			Total for 11/28/2018:	1,246.57	1,024,998.49
59545	AWC 12/2018	AWC Employee Benefit Trust R Polizzotto COBRA-December Payment	11/30/2018		1,246.57

# AGENDA ITEM #L.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59545:	0.00	1,246.57
59546	Bankcard	Bank of America	11/30/2018		
	1	Phone Case, Car Charger			71.58
	10	WSNIA-Open Source Intel-T Hoflack			49.00
	11	WSNIA-Open Source Intel-S White			49.00
	12	28 Pkgs-72 Small Plastic American Flags 4x6 In			277.76
	13	Tabs - Corporal Binders			13.20
	14	Shipping Chgs-Mail Pulse Pads Back AWC			47.05
	15	Lodging ACCIS Fall Conf-J Busch			360.01
	16	Facebook Mill Creek Veterans Day Events-100 \			750.00
	17	Toll Charges-Car#38			6.75
	18	Facebook-Mill Creek Veterans Day Events-100 \			750.00
	19a	Snacks - Employee Benefit Open Enrollment Fai			24.58
	2	Toll Charges-Car #10-DC			17.25
	20	Motorcycle Helmet Face Shield			61.25
	21	Toll Chgs-Staff Car 32-WCIA Mtg-P Lauerman			10.25
	22	MyBuilding Permit.com Monthly Fee			59.95
	3	Red, White & Blue 24" Wreath-Veterans Day Pa			192.68
	4	Sensor Cloud Monitoring Fee			10.94
	5	Facebook-Mill Creek Veterans Day Events-100 \			432.34
	6	One Dozen 12 x 18 US Cotton Stick American F			26.48
	7	Red & Blue Patriotic Goody Bags-Veterans Day			179.73
	8	AA Batteries-Replenish Supplies			15.44
	9	1006 Series Face Plate			99.00
			Total for Check Number 59546:	0.00	3,504.24
59547	CBALDDES 3	Christopher Baldwin Design Design Services-Historic Preservation Project	11/30/2018		2,500.00
			Total for Check Number 59547:	0.00	2,500.00
59548	ZAC&THON 18-MCR0010	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer-Oct	11/30/2018		9,053.47
			Total for Check Number 59548:	0.00	9,053.47
			Total for 11/30/2018:	0.00	16,304.28
			Report Total (68 checks):	1,246.57	1,041,302.77



Date: December 11, 2018

Payroll Check Batches		
Dated	Check Numbers	Amount
11/21/2018	ACH Automatic Deposit Checks	\$147,282.61
11/21/2018	ACH Wire- FWT & Medicare Taxes	\$24,442.27
11/21/2018	ACH Wire MEBT- Wilmington Trust	\$16,549.94
11/21/2018	ACH Wire- ICMA RC- Def. Comp	\$1,717.52
11/23/2018	ACH Wire- BAC- Flex Spending Acct	\$1,491.60
<b>Total</b>		<b>\$191,483.94</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$191,483.94.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Manager

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2018\Payroll Voucher Approval 12112018.docx  
12/6/2018

Liability	Taxes Debited				
		Federal Income Tax		18,471.65	
Recap		Earned Income Credit Advances		.00	
		Social Security - EE		.00	
		Social Security - ER		.00	
		Social Security Adj - EE		.00	
		Medicare - EE		2,985.32	
		Medicare - ER		2,985.30	
		Medicare Adj - EE		.00	
		Medicare Surtax - EE		.00	
		Medicare Surtax Adj - EE		.00	
		COBRA Premium Assistance Payments		.00	
		Federal Unemployment Tax		.00	
		State Income Tax		.00	
		State Unemployment Insurance - EE		.00	
		State Unemployment/Disability Ins - ER		.00	
		State Unemployment Insurance Adj - EE		.00	
		State Disability Insurance - EE		.00	
		State Disability Insurance Adj - EE		.00	
		Workers' Benefit Fund Assessment - EE		.00	
		Workers' Benefit Fund Assessment - ER		.00	
		Transit Tax - EE		.00	
		Local Income Tax		.00	
		School District Tax		.00	
		<b>Total Taxes Debited</b>	Acct. No. [REDACTED] Tran/ABA [REDACTED]	<b>24,442.27</b>	
Other Transfers		ADP Direct Deposit	Acct. No. [REDACTED] Tran/ABA [REDACTED]	147,282.61	
		<b>Total Amount Debited From Your Account</b>			<b>171,724.88</b>
Bank Debits and Other Liability		Adjustments/Prepay/Voids		.00	
Taxes - Your Responsibility		None This Payroll			
					<b>171,724.88</b>

**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 11/21/2018 12:21:56 PM CST

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

**Status:** Processing by Bank  
**Transaction Number:** 18BLD1738IEU1G95

**Template Name:** MATRIX/MEBT  
**Template Code:** WILTRUST

**Debit Account Information**

**Debit Bank:** [REDACTED]  
**Debit Account:** [REDACTED]  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

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

**Beneficiary Account:** [REDACTED]  
**Beneficiary Bank ID:** [REDACTED]  
JPMORGAN CHASE BANK, NA  
1111 POLARIS PKWY  
COLUMBUS  
US - United States of America  
**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 16,549.94

**Value Date:** 11/21/2018

**Optional Information**

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

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankotke  
**Approved:** sankotke  
**Initial Confirmation:** WTX:2018112100355094

**Input Time:** 11/21/2018 12:17:56 PM CST  
**Time:** 11/21/2018 12:21:43 PM CST



**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 11/21/2018 12:21:56 PM CST

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

**Status:** Processing by Bank  
**Transaction Number:** 18BLD1626EVV0Y08

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

**Debit Account Information**

**Debit Bank:** [REDACTED]  
**Debit Account:** [REDACTED]  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

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

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

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

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 1,717.52

**Value Date:** 11/21/2018

**Optional Information**

**Sender's Reference Number:** 302029

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke  
**Approved:** sankottke  
**Initial Confirmation:** WTX:2018112100355095

**Input Time:** 11/21/2018 12:16:41 PM CST  
**Time:** 11/21/2018 12:21:43 PM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 11/21/2018  
Report Time: 12:15:35 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	11/23/2018
ACH ID:	[REDACTED]	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Released	Created By:	SANKOTTKE
Released By:	SANKOTTKE		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,491.60	C	[REDACTED]	[REDACTED]	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,491.60	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,491.60	1
Prenotes	\$0.00	0

<https://cpo-ach.bankofamerica.com/wcmpr/rptbatchsumviewform.jsp?source=BATCHSU...> 11/21/2018

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

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

*Last updated: December 7, 2018*

**January 8, 2019**

*(Agenda Summary due December 26)*

- Terry Ryan Check Presentation – Exploration Park (tentative)
- A&B Board Appointments
- 2019 Council Assignments
- 2019 Community Events
- LEOFF Board
- Community Funding Discussion

**January 22, 2019**

*(Agenda Summary due January 8)*

- Presentation: Health District Update
- Presentation: Waste Management
- MCMC Amendments - Code Enforcement

**February 5, 2019**

*(Agenda Summary due January 22)*

- 

**February 12, 2019**

*(Agenda Summary due January 29)*

- AWC Center for Quality Communities Scholarship Nominee Selection

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

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

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

**Possible Work Session Topics for Discussion**

- Business signs
- Business License Fee Increase
- MCCA storm water discussions
- Utility Project Management
- Hotel/Motel Theater Tax
- Mill Creek Blvd Vision
- ST3 Stations
- EGUV Development Agreement
- SR 96 - Consideration of Speed
- 5G Presentation
- Legislative Retreat