

# 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 • 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 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.** 2019-845  
**Next Resolution No.** 2019-578

**January 22, 2019**  
**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. Snohomish Health District  
*(Jeff Ketchel, Administrator)*

## **PUBLIC HEARING**

- C. Vintage Development Agreement Amendment  
*(Bob Stowe, Interim City Manager)*

## **OLD BUSINESS**

- D. 2019 Community Events  
*(Joni Kirk, Director of Communications & Marketing)*

## **NEW BUSINESS**

- E. Prosecution Services Agreement  
*(Greg Elwin, Chief of Police)*
- F. Interlocal Agreement for Emergency Management Services with Snohomish County Department of Emergency Management  
*(Greg Elwin, Chief of Police)*
- G. Appointment of Community Interview Panel for the City Manager  
*(Bob Stowe, Interim City Manager)*

## **CONSENT AGENDA**

- H. Payroll and Benefit ACH Payments in the Amount of \$283,108.14  
*(Audit Committee: Councilmember Todd and Councilmember Steckler)*
- I. City Council Meeting Minutes of October 2, 2018

## **REPORTS**

- J. Mayor/Council
- K. City Manager
- Council Planning Schedule
- L. Staff
- Art & Beautification Board Meeting Minutes of November 14, 2018
  - Art & Beautification Board Meeting Minutes of December 12, 2018

## **AUDIENCE COMMUNICATION**

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

## **RECESS TO EXECUTIVE SESSION** *(Confidential Session of the Council)*

- N.
  - Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

*No action will be taken.*

## **ADJOURNMENT**



# A Shared Vision for Health

## City of Mill Creek and Snohomish Health District

City Council Presentation



January 22, 2019

# Working Together for Mill Creek



**Simpler**



**Safer**



**Healthier**



# Infrastructure – Rebuilding an Agency

- ✓ Online Services – Environmental Health, Vital Records
- ✓ Recruiting
- ✓ IT Services
- ✓ Phones
- ✓ Board and Committee Packets
- ✓ Code Publishing
- ✓ Records Retention
- ✓ Online Learning Management
- ✓ Website
- ✓ Financial System
- ✓ **Electronic Medical Record**
- ✓ **Fleet Management**
- ✓ **Rucker Building**

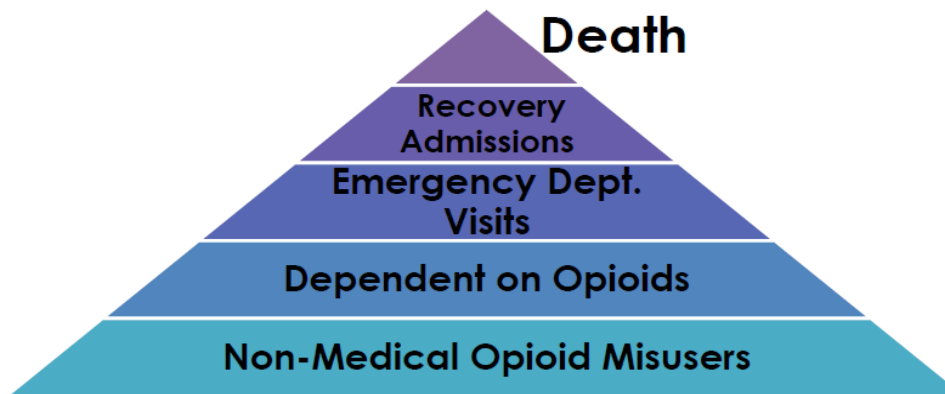
## Key Initiatives

- ✓ Performance Management
- ✓ Quality Improvement
- ✓ Workforce Development
- ✓ Community Health Assessment
- ✓ Community Health Improvement Plan
- ✓ Strategic Plan

# Opioids – Data

- ✓ Point-in-Time Survey of Overdoses
- ✓ Burden of Disease

## Known Relation Between Health Outcomes



□ Knowing one or more pieces allows estimation of the rest

\*Source: Prescription Pain Killer Overdoses, CDC

# Opioids – Prevention

- ✓ Needle Cleanup Kits
- ✓ Medicine Security
- ✓ Schools
- ✓ Resource Guide



# Opioids – Healthcare

- ✓ Grand Rounds
- ✓ Neonatal Abstinence Syndrome
- ✓ Pharmacists
- ✓ Veterinarians
- ✓ Dentists

# Foundational Public Health Services 2019-21 Request

- **Capabilities**

Infrastructure, Communication, Emergency Preparedness, Policy, Governance

- **Reinforcing Capacity to Local Public Health**

Communicable Disease, Environmental Health, Assessment

- **Innovation Projects and DOH**





**Healthy People.  
Healthy Environment.**





Agenda Item # D  
Meeting Date: January 22, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:**     **AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN VINTAGE AT MILL CREEK AND THE CITY OF MILL CREEK TO MEMORIALIZE REALLOCATION OF SPACE FROM THE POLICE PRECINCT TO THE SENIOR CENTER**

**PROPOSED MOTION:**

Authorize the City Manager to execute an Amendment to Development Agreement (City Contract 2015-1231) to memorialize a previous City and Developer agreement to provide an additional 500 square feet of space to the Senior Center in lieu of space for a new police precinct.

**KEY FACTS AND INFORMATION SUMMARY:**

On October 6, 2015, the City Council authorized the approval of the Development Agreement with Vintage at Mill Creek with Ordinance No. 2015-798. (City Contract 2015-1231)

After the execution of the Development Agreement and during construction of the project, the City and the Developer agreed to reassign approximately 500 square feet of space that had been intended for use as a police precinct to the Senior Center to provide space for their programming needs. The agreement to reallocate the space from the police precinct to the senior center was formally reported by the City Manager to the City Council within a "Senior Center Update" on January 23, 2018 (see attached Senior Center Update). The proposed amendment to the Development Agreement memorializes this reallocation of space.

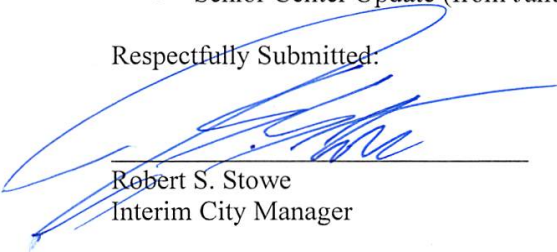
**CITY MANAGER RECOMMENDATION:**

Approval to amend Development Agreement to reflect previously approved changes.

**ATTACHMENTS:**

- Proposed Ordinance amending Development Agreement – Attachment 1
- Ordinance No. 2015-798 (Approved original Development Agreement) – Attachment 2
- City Contract 2015-1231 (existing Development Agreement) – Attachment 3
- Senior Center Update (from January 23, 2018 Council meeting) – Attachment 4

Respectfully Submitted:

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

**Attachment 1**

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AMENDING A 2015 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MILL CREEK AND VINTAGE AT MILL CREEK, LLC PURSUANT TO MILL CREEK MUNICIPAL CODE CHAPTER 17.19 AND RCW 36.70B.170 ET SEQ. FOR THE PURPOSE OF RELINQUISHING 500 SQUARE FEET OF SPACE IN THE VINTAGE AT MILL CREEK DEVELOPMENT TO THE MILL CREEK SENIOR CENTER, AND AUTHORIZING CITY STAFF TO TAKE APPROPRIATE ACTION TO AMEND THE COVENANT ON BS 15-65; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, on March 25, 2008, the City Council adopted Ordinance No. 2008-676, approving the East Gateway Urban Village Comprehensive Plan and Development Code amendments ("EGUV Amendments"); and

WHEREAS, on March 9, 2015, Vintage at Mill Creek ("Developer") submitted Binding Site Plan application BS 15-65 for property located within the EGUV District; and

WHEREAS, the EGUV District requires that the City and the Developer enter into a Development Agreement as a component of the review and approval process for the Binding Site Plan; and

WHEREAS, on October 6, 2015, the City Council adopted Ordinance 2015-798 entering into a Development Agreement concerning City of Mill Creek Binding Site Plan 15-65 in the East Gateway Urban Village, and recorded that document under Snohomish County Auditor's File No. 201510260323 ("Original DA"); and

WHEREAS, the approved Development Agreement provided 2,800 square feet of rent-free space for the Mill Creek/Northshore Senior Center and 500 square feet of space for a City police precinct station within the development, and required the Developer to provide walls, flooring, utility outlets, paint, door and trim for the spaces; and

WHEREAS, after executing the Original DA and during construction, the City and Developer agreed to enlarge the area of the Senior Center by reassigning approximately 500 square feet of space that had been designated and intended for use as a City police precinct station to the Senior Center. The agreement to do so was formally reported by City Manager Polizzotto to the City Council via a Senior Center Update on January 23, 2018; and

WHEREAS, Section 17.1 of the Original DA allows for modification of the Agreement as follows: "This Agreement may be modified only upon mutual consent of the Mill Creek City Council and Developer. Either Party may seek a modification by giving written notice thereof to the other Party. No Party is obligated to agree to any modification of this Agreement.

Modification may require compliance with the public notice and hearing requirements of RCW 36.70B.200 et seq. or other applicable laws then in effect"; and

WHEREAS, a public hearing on the proposed modification to the Original DA was scheduled for January 22, 2019 before the City Council; and

WHEREAS, notice of the public hearing on the proposed modification to the Original DA was duly advertised in the Everett Herald on January 13, 2019, all in accordance with MCMC 14.07.030; and

WHEREAS, on January 22, 2019, the City Council duly convened and held the scheduled public hearing to solicit, obtain, consider and evaluate public comments and Developer comments on the proposed modification to the Original DA; and

WHEREAS, the City Council finds that the proposed modification to the Original DA as requested by the Developer, attached hereto as **Exhibit A**, is consistent with MCMC Chapter 17.19, the EGU Design Guidelines, the City's development regulations, and RCW 36.708.170 et seq.; and

WHEREAS, the City Council desires to enter into the proposed modification of the Original DA to memorialize the reallocation of space and insure its recognition in the public record as part and parcel of the Original DA; and

WHEREAS, the City Council finds that adoption of the modification to the Original DA as provided in this Ordinance will further the public health, safety, and general welfare;

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

Section 1. The City Council adopts the recitals set forth above as its findings.

Section 2. The City Council approves the modification to the Original 2015 Development Agreement between the City and Developer pursuant to MCMC Chapter 14.03, MCMC Chapter 17.19, and RCW 36.708.170 et seq, which modification is attached hereto at **Exhibit A**:

Section 3. The City Council hereby authorizes the City Manager to execute said modification and take such other appropriate action as needed to implement the modification and to amend BS 15-65 as specified in **Exhibit A**.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion 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 5. This Ordinance shall be effective five days following the publication of the attached summary, which is hereby approved.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by a vote of \_\_\_\_\_ for, \_\_\_\_\_ against, and \_\_\_\_\_ abstaining.

APPROVED:

\_\_\_\_\_  
MAYOR PAMELA PRUITT

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY  
SCOTT M. MISSALL, CITY ATTORNEY

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

**Attachments:** EXHIBIT A

**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

**After recording return to:**

Gina Pfister, Acting City Clerk  
 City of Mill Creek  
 15728 Main Street  
 Mill Creek, Washington 98012

<b>Document Title(s)</b>	First Amendment to Development Agreement for Mill Creek BS 15-65 (EGUV)
<b>Reference Number(s) of related documents</b>	201510260323 [and 201608090042]
<b>Grantor(s)</b>	City of Mill Creek Vintage at Mill Creek, LLC
<b>Grantees(s)</b>	Vintage at Mill Creek, LLC City of Mill Creek
<b>Abbrev. Legal Description</b>	The Northeast quarter of the Northeast quarter of the Northwest quarter of, Section 33, Township 28N, Range 5 EWM
<b>Assessor's Property Tax Parcel/Account Number</b>	28053300201300

**FIRST AMENDMENT TO 2015 DEVELOPMENT AGREEMENT BETWEEN MILL CREEK AND VINTAGE AT MILL CREEK LLC -- Page 1 of 8**  
 {WFM1853579.DOCX;2/05739.000002/ }



**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

**FIRST AMENDMENT  
TO 2015 DEVELOPMENT AGREEMENT  
BETWEEN CITY OF MILL CREEK AND VINTAGE AT MILL CREEK, LLC  
REGARDING BS 15-65 (EAST GATEWAY URBAN VILLAGE)**

**1.0 Parties**

1.1 This First Amendment to 2015 Development Agreement Between City of Mill Creek and Vintage at Mill Creek, LLC for Regarding BS 15-65 (East Gateway Urban Village) ("First Amendment") is entered into on the Effective Date set forth below by and between the City of Mill Creek, a Washington municipal corporation having its principal place of business at 15728 Main Street, Mill Creek, Washington 98012 ("City"), and Vintage at Mill Creek, LLC, a Washington limited liability company, having its principal place of business at 369 San Miguel Drive, Suite #135, Newport Beach, California 92660-7813 ("Vintage"). The City and Vintage may be individually referred to as "Party" and collectively as the "Parties."

**2.0 Recitals**

2.1 In 2015 the Parties entered into a Development Agreement concerning City of Mill Creek Binding Site Plan 15-65 in the East Gateway Urban Village, and recorded that document under Snohomish County Auditor's File No. 20150260323 ("Original DA").

2.2 The Original DA provided a rent-free space for the Mill Creek/Northshore Senior Center at 4111 133rd Place SE in Mill Creek, and required Vintage to provide walls, flooring, utility outlets, paint, door and trim for the space.

2.3 After executing the Original DA and during construction, the City and Vintage agreed to enlarge the area of the Senior Center by reassigning approximately 500 square feet of space that had been designated and intended for use as a City police precinct station to the Senior Center. The agreement to do so was formally reported by City Manager Polizzotto to the City Council via a Senior Center Update on January 23, 2018.

2.4 The Parties desire to enter into this First Amendment to memorialize the reallocation of space and insure its recognition by the Parties and public as part and parcel of the Original DA.

**FIRST AMENDMENT TO 2015 DEVELOPMENT  
AGREEMENT BETWEEN MILL CREEK  
AND VINTAGE AT MILL CREEK LLC -- Page 2 of 8  
{WFM1853579.DOCX;2/05739.000002/ }**

**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

2.5 This First Amendment has been adopted and approved in accordance with the applicable procedural requirements specified under State law and City code, and Section 7.3 of the Original DA.

NOW THEREFORE, in consideration of the mutual promises, benefits, and terms and conditions of this agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Original DA as follows:

**3.0 Terms and Conditions**

3.1 Material Recitals. The foregoing Recitals are incorporated herein as material terms of this First Amendment.

3.2 Property Description. The property affected by this First Amendment is fully described in Section 4.0 of the Original DA , incorporated herein, and recited as follows:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W. M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EASTERLY 389 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 219641;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON FOR ROAD PURPOSE THROUGH DEED RECORDED MARCH 27, 1992 UNDER RECORDING NO. 9203270216, RE RECORDED BY DEED RECORDED JUNE 3, 1992 UNDER RECORDING NO. 9206030420.

3.3 Authority. This First Amendment is authorized by and entered into under the authority of MCMC Chapters 14.03 and 17.19, and the Revised Code of Washington ("RCW") section 36.70B.170 et seq. for the purposes set forth herein and in the Original DA. The Mill Creek City Council has found that this First Amendment is in the public interest and furthers the public health, safety and welfare, all as set forth in Council Ordinance 2019-\_\_\_\_\_.

3.4 Enlarged Space Allocation. Section 9.3.2.1 of the Original DA is amended to enlarge the space allocation for the Senior Center from 2,800 sq. ft. to 3,413 sq. ft, as follows:

9.3.2.1 Terms of Commercial Property Leases. In exchange for the City allowing the Leasing Office and Residential Amenity Space on the ground floor, Developer will, in

**FIRST AMENDMENT TO 2015 DEVELOPMENT  
AGREEMENT BETWEEN MILL CREEK  
AND VINTAGE AT MILL CREEK LLC -- Page 3 of 8  
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**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

good faith, attempt to enter into a lease with a minimum term of 25 years for ~~3,413~~ **2800** square feet of ground floor commercial space with an independent, City approved, non-profit senior center that offers recreational, social, and/or learning activities to community seniors, including residents and non-residents of the Property. Such lease will be on commercially reasonable terms and will provide that Developer will build the initial mutually-agreed upon tenant improvements for the space (including but not limited to walls, flooring, utility outlets, paint, doors, and trim) and lease the space to the senior center for no more than the Developer's cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The senior center will be responsible for furnishing the space and operating its own senior oriented activities and programs. The senior center's members will have access and use of the Residential Amenity Space (if any) operated by the Developer on such terms and conditions as Developer may establish for the use of such space. However, Developer may, in its discretion, exclude other members of the public from accessing the Residential Amenity Space.

3.5 Deleted Paragraph. The second (unnumbered) paragraph of Section 9.3.2.1 of the Original DA is deleted in its entirety, as follows:

~~In addition, Developer will lease to the City 500 square feet of ground floor commercial space to be used, maintained, and operated by the City as a public facing police satellite office. Such lease will be on commercially reasonable terms and will provide that, among other things, Developer will build the initial tenant improvements for the space (including but not limited to walls, flooring, outlets, paint, doors) and lease the space to the City for no more than Developer's cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The City will be responsible for furnishing the space and all operating and maintenance costs.~~

3.6 Authority. By executing this First Amendment, each Party represents and warrants that it has taken all necessary steps under its corporate authority and/or applicable City or state law to authorize such act, and that its execution of this First Amendment is knowing, voluntary, made upon consultation with legal counsel, and is valid and binding for all purposes.

**FIRST AMENDMENT TO 2015 DEVELOPMENT  
AGREEMENT BETWEEN MILL CREEK  
AND VINTAGE AT MILL CREEK LLC -- Page 4 of 8  
{WFM1853579.DOCX;2/05739.000002/ }**

**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

3.7 Integration. This Agreement constitutes the entire agreement between the Parties as to the subject matter herein. No prior oral or written agreements respecting same shall be valid, and any such agreements shall be considered to be merged and subsumed herein.

3.8 Effective Date. The effective date of this First Amendment shall be \_\_\_\_\_ ("Effective Date").

3.9 Recording. This First Amendment shall be promptly recorded in the King County Recorder's Office by Vintage and a conformed copy thereof delivered to the City within 30 days of execution and approval of the City Council.

3.10 Continuing Effect of Original DA. Except as expressly modified herein, the terms and conditions of the Original DA are not altered or affected, shall remain in full force and effect, and shall apply to the First Amendment as though fully set forth in the Original DA.

3.11 Covenant Running with Land. From and after the Effective Date, this First Amendment shall be a covenant running with the Property and/or an equitable servitude on the Property, and shall be binding on the Parties and their successors and assigns, and on all subsequent owners, purchasers, lessees or lessors, tenants, transferees, and transferors of every nature as set forth herein.

WHEREFORE, the Parties hereby execute this First Amendment by their authorized signatures below.

**City of Mill Creek:**

**Vintage at Mill Creek, LLC**

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

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

Its: \_\_\_\_\_

Ryan Patterson

ATTEST:

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

**FIRST AMENDMENT TO 2015 DEVELOPMENT  
AGREEMENT BETWEEN MILL CREEK  
AND VINTAGE AT MILL CREEK LLC -- Page 5 of 8  
{WFM1853579.DOCX;2/05739.000002/ }**

**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

**APPROVED AS TO FORM:  
Office of the City Attorney**

\_\_\_\_\_  
Scott M. Missall, City Attorney

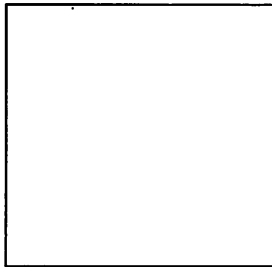
**FIRST AMENDMENT TO 2015 DEVELOPMENT  
AGREEMENT BETWEEN MILL CREEK  
AND VINTAGE AT MILL CREEK LLC -- Page 6 of 8  
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**EXHIBIT A  
TO MILL CREEK ORDINANCE 2019-\_\_\_\_\_**

STATE OF WASHINGTON                    )  
  )     ss:  
COUNTY OF SNOHOMISH            )

I certify that I know or have satisfactory evidence that **Robert S. Stowe** is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Interim City Manager for the City of Mill Creek, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_, 2019.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the state of  
Washington, residing at:  
\_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_





Attachment 2

**ORDINANCE NO. 2015-798**

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MILL CREEK AND VINTAGE AT MILL CREEK PURSUANT TO MILL CREEK MUNICIPAL CODE CHAPTER 17.19 AND RCW 36.70B.170 ET SEQ. FOR FUTURE DEVELOPMENT OF PROPERTY LOCATED WITHIN THE EAST GATEWAY URBAN VILLAGE; AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, on March 25, 2008, the City Council adopted Ordinance No. 2008-676, approving the East Gateway Urban Village Comprehensive Plan and Development Code amendments ("EGUV Amendments"); and

WHEREAS, the EGUV Amendments included adoption of an illustrative master plan to guide development within the East Gateway Urban Village; and

WHEREAS, the EGUV Amendments included adoption of a new Mill Creek Municipal Code ("MCMC") Chapter 17.19, entitled East Gateway Urban Village, to establish the East Gateway Urban Village zone district ("EGUV District") and provide for development regulations, design standards, and guidelines for future development in the EGUV District; and

WHEREAS, MCMC Chapter 17.19 requires every development occurring within the EGUV District to prepare and obtain approval of a detailed master plan ("DMP") that includes (i) a Binding Site Plan and (ii) a Development Agreement approved in accordance with RCW 36.70B.170 et seq.; and

WHEREAS, on July 1, 2008, the City Council adopted Ordinance No. 2008-684, approving design guidelines for development within the EGUV District ("EGUV Design Guidelines"); and

WHEREAS, the EGUV Design Guidelines constitute development regulations under RCW 36.70.A.030(7) that will be used in conjunction with MCMC Titles 14 to 18 and the Binding Site Plans and development agreements to be approved for projects within the EGUV

District, all to ensure that development within the EGUV District is consistent with the EGUV Amendments and the community vision reflected therein; and

WHEREAS, on March 9, 2015, Vintage at Mill Creek ("Developer") submitted Binding Site Plan application BS 15-65 for property located within the EGUV District, which property has the following legal description ("Property"):

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 33, Township 28 North, Range 5 East, W. M., in Snohomish County, Washington; except the easterly 389 feet as measured along the northerly line of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter; except that portion conveyed to Snohomish County by Quit Claim Deed recorded under Auditor's File No. 219641; except that portion conveyed to the County of Snohomish, State of Washington for road purpose through deed recorded March 27, 1992 under Recording No. 9203270216, re-recorded by deed recorded June 3, 1992 under Recording No. 9206030420.

WHEREAS, on March 26, 2015, BS 15-65 was deemed complete for vesting purposes pursuant to MCMC 14.05.040; and

WHEREAS, the City Council is charged with legislative review and approval authority of the Development Agreement ("DA"), pursuant to MCMC Chapter 14.03, setting forth development standards and other terms, conditions, and provisions applicable to development of the Property; and

WHEREAS, the Hearing Examiner is charged with reviewing Binding Site Plans pursuant to MCMC Chapter 14.03; and

WHEREAS, said DA, upon approval by the City Council, becomes a development regulation that will be binding on the Property and the Hearing Examiner's review of BS 15-65; and

WHEREAS, public notice of the public hearing on the proposed DA was sent to the owners of property situated within 500 feet of the subject property on August 25, 2015, was posted on the subject property on August 21, 2015, and was duly advertised in the Everett Herald on August 21, 2015, all in accordance with MCMC 14.07.030; and

WHEREAS, on September 1, 2015, the City Council held the scheduled public hearing to solicit, obtain, consider and evaluate public comments and Developer comments on the proposed DA; and

WHEREAS, discussion on the proposed DA was continued to a future meeting and was scheduled before the City Council for continued discussion on October 6, 2015; and

WHEREAS, the City Council finds that the proposed DA as recommended by City staff and Developer is consistent with the EGUV Amendments, MCMC Chapter 17.19, the EGUV Design Guidelines, the City's development regulations, and RCW 36.70B.170 et seq.; and

WHEREAS, the City Council further finds that adoption of the DA as provided in this Ordinance will further the public health, safety, and general welfare.

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

Section 1. The City Council adopts the recitals set forth above as findings, and conclusions.

Section 2. The City Council approves and authorizes the City Manager to sign the Development Agreement between the City and Vintage at Mill Creek, attached and incorporated as Exhibit A, pursuant to MCMC Chapter 14.03, MCMC Chapter 17.19, and RCW 36.70B.170 et seq.

Section 3. The Development Agreement approved by Section 2 above shall be signed by the Developer and submitted to the City Manager within ten (10) days of the effective date of this ordinance. The Development Agreement shall thereafter be signed by the City Manager and shall be recorded by the City at the Developer's expense pursuant to Section 7.1 of the Development Agreement.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion 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 5. This Ordinance shall be effective five days following the publication of the attached summary, which is hereby approved.

Passed in open meeting this 6<sup>th</sup> day of October 2015 by a vote of 7 for,  
0 against, and 0 abstaining.

APPROVED:

  
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

  
KELLY M. CHELIN, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

  
SHANE MOLONEY, CITY ATTORNEY

FILED WITH THE CITY CLERK: 10/6/15  
PASSED BY THE CITY COUNCIL: 10/6/15  
PUBLISHED: 10/11/15  
EFFECTIVE DATE: 10/16/15  
ORDINANCE NO.: 2015-798

**Exhibit A:** Approved Development Agreement with Mill Creek EGUV, LLC

G:\EXECUTIVE\WP\Ordinances\Development Agreement Vintage at Mill Creek.doc

**Attachment 3**

After recording return to:

Kelly Chejin, City Clerk  
 City of Mill Creek  
 15728 Main Street  
 Mill Creek, Washington 98012



201608090042 22 PGS  
 08/09/2016 9:26am \$94.00  
 SNOHOMISH COUNTY, WASHINGTON

**RE-RECORD TO CORRECT DEVELOPER ENTITY**

Document Title(s)	Development Agreement for BS 15-65 (EGUV)
Reference Number(s) of related documents	201510260323
Grantor(s)	City of Mill Creek Vintage at Mill Creek, LP
Grantees(s)	Vintage at Mill Creek, LP City of Mill Creek
Abbrev. Legal Description	The Northeast quarter of the Northeast of the Northwest quarter of, Section 33, Township 28N, Range 5 E WM
Assessor's Property Tax Parcel/Account Number	28053300201300

After recording return to:

Shane Moloney, City Attorney  
 City of Mill Creek  
 15728 Main Street  
 Mill Creek, Washington 98012

201510260323 19 PGS  
 10/26/2015 1:13pm \$91.00  
 SNOHOMISH COUNTY, WASHINGTON

<b>Document Title(s)</b>	Development Agreement for BS 15-65 (EGUV)
<b>Reference Number(s) of related documents</b>	
<b>Grantor(s)</b>	City of Mill Creek Vintage at Mill Creek, LLC
<b>Grantees(s)</b>	Vintage at Mill Creek, LLC City of Mill Creek
<b>Abbrev. Legal Description</b>	The Northeast quarter of the Northeast quarter of the Northwest quarter of, Section 33, Township 28N, Range 5 E WM
<b>Assessor's Property Tax Parcel/Account Number</b>	28053300201300

201510260323 002

CONTRACT 2015-1231  
CITY OF MILL CREEK

DEVELOPMENT AGREEMENT  
FOR THE  
VINTAGE AT MILL CREEK, LLC  
BINDING SITE PLAN (BS 15-65)  
IN THE EAST GATEWAY URBAN VILLAGE

LP (MC)

(7/6) partnership

1.0 Parties

1.1 This Development Agreement ("Agreement") is entered into on the Effective Date set forth below between the City of Mill Creek, a Washington municipal corporation having its principal place of business at 15728 Major Street, Mill Creek, Washington 98012 ("City"), and Vintage at Mill Creek, LLC, a Washington limited liability company, having its principal place of business at 369 San Miguel Drive, Suite #135, Newport Beach, California 92660-7813 ("Developer"). The City and Developer may be individually referred to as "Party" and collectively as the "Parties."

1.2 The Parties enter into this Agreement for and in consideration of the mutual benefits and advantages of this Agreement. The Parties agree to comply with all of the terms and conditions of this Agreement.

2.0 Purpose

2.1 Mill Creek Municipal Code ("MCMC") Section 17.19.020 requires every development in the East Gateway Urban Village ("EGUV") zoning district to obtain approval of a detailed master development plan. The detailed master development plan includes a binding site plan and a development agreement with the City. The development agreement is to be approved by the City Council and the binding site plan is to be reviewed and approved by the City's Hearing Examiner. The Hearing Examiner's decision is appealable to the City Council.

2.2 This Agreement serves as the development agreement for the Project (which is described in Section 5.1). The Agreement is not intended to conflict with or supplant existing state and local regulations that otherwise govern the Project. This Agreement does not serve as an approval of any permit or any specific proposal within Developer's application for the Project. The Agreement sets forth negotiated terms and conditions applicable to future Project approvals and the ongoing obligations and rights of the parties after Project approval. These negotiated terms and conditions supplement the terms and conditions of the MCMC. Developer's proposed BSP (as defined in Section 5.1) remains subject to review and approval by the City's Hearing Examiner. After the BSP is approved, related permits (e.g. building and design review) will be subject to review and approval by those designated to review such permits (e.g. building code official and design review board).



2.3 The Parties acknowledge that this Agreement will benefit the Parties by assuring them of their respective rights, duties, obligations, privileges and commitments with regard to the Property and Project for the duration of this Agreement.

2.4 The terms and conditions of this Agreement apply to the Property and Project as defined and described herein.

**3.0 Definitions**

3.1 The following terms are initially defined and or described at the indicated sections of this Agreement:

- Binding Site Plan ("BSP") (Section 5.1)
- Commercial Property Use Agreement (Section 9.3)
- Design Guidelines (Section 8.2)
- East Gateway Urban Village ("EGUV") (Section 2.1)
- Effective Date (Section 19.4)
- EGUV Regulations (Section 8.2)
- Engineering Study (Section 8.2.3)
- Master Development Plan ("MDP") (Section 7.3)
- Mill Creek Municipal Code ("MCMC") (Section 2.1)
- Project (Section 5.1)
- Project Approvals (Section 8.3)
- Property (Section 4.1)
- Road Construction (Section 10.4)
- Vested Term (Section 8.4)

**4.0 Property Description**

4.1 The property which is the subject of this Agreement consists of the parcel legally described in attached Exhibit A ("Property"). Developer intends to purchase the Property from its current owner, Robert J. Mollgaard, as his separate estate ("Owner"). In the event that Developer purchases the Property from the Owner, and elects to proceed with the Project, this Agreement shall bind Developer and the Property pursuant to Section 19.5 below. A tax parcel map generally depicting the Property is attached as Exhibit B. References to "Property" shall include the Project described in Section 5.1 below.

4.2 The parcels comprising the Property bear Snohomish County tax parcel numbers ("TPN"): 28053300201300.

**5.0 Project Description**

**5.1 Project Description.** Developer has submitted a Binding Site Plan ("BSP") application to develop the Property. The specific application is Binding Site Plan BS 15-65. The "Project" generally consists of subdividing one parcel for the purpose of developing two five-story buildings with commercial uses and parking on the ground floor plus residential units above ("Project"). The residential units will be restricted to residents 55 years of age or older. A map generally depicting the proposed Project is attached as **Exhibit C**.

**6.0 Authority**

**6.1 Authority.** This Agreement is a development agreement authorized by and entered into under the authority of MCMC Chapters 14.03 and 17.19, and the Revised Code of Washington ("RCW") section 36.70B.170 et seq. This Agreement establishes certain terms and conditions pertaining to development of the Project and the Property, and establishes an overall framework for current and future development of the Property, but is not exclusive nor a comprehensive list of development requirements affecting the Property. Other requirements for development of the Property will be established during the review process for specific components of the EGUV Regulations described in Section 8.2 below and under the applicable provisions of the MCMC.

**7.0 Development Review Procedures for Project**

**7.1 Approval of Agreement.** This Agreement has been processed in accordance with RCW 36.70B.170 et seq. and MCMC 14.03.030. Approval of this Agreement by the Mill Creek City Council is required before any other development approvals affecting the Property may be heard, decided, or granted. Following execution by the Parties, City shall promptly record this Agreement with the Snohomish County Auditor's Office at Developer's expense. In the event that this Agreement is recorded and Developer does not acquire the Property or proceed with the Project, Developer and the City will execute and record any necessary termination document, and Developer will pay the costs of recording such termination.

**7.2 Hearing Examiner Notice.** In reviewing subsequent development applications for the Project or Property, the Mill Creek hearing examiner shall take notice of this Agreement and accord it the foregoing status under MCMC 4.34.030.

**7.3 Project Review.** Subsequent applications, approvals, and development actions for the Project, including the BSP and consistency review required for the Project under MCMC Section 17.19.030, environmental decisions, and all subsequent permits implementing the Project, shall be reviewed pursuant to the MCMC regulations existing on the vesting date for the application for any such action. No development approval shall be granted unless it is consistent with the MCMC, this Agreement and the EGUV Regulations (as defined in Section 8.2 below). This Agreement, any future approved BSP for the Project, and any future approved consistency review for the Project shall collectively comprise the master development plan ("MDP") described in MCMC Sections 17.19.020 and .030.

**8.0 Project Review and Evaluation; Vested Rights**

**8.1 Project Evaluation.** The Project shall be reviewed in accordance with City's regular development review procedures. City shall use this Agreement and the EGUV Regulations specified below during the development review process as additional standards and criteria to evaluate the Project and determine appropriate conditions and requirements of development. Project approval and subsequent build out will require various City permits and approvals.

**8.2 EGUV Regulations.** The Project will be developed consistent with the following as applied during the development review process: (i) this Agreement; (ii) the version of Titles 16, 17, and 18 of the MCMC in effect on the date the Agreement is approved by the City Council; (iii) EGUV Design Guidelines adopted July 1, 2008 ("Design Guidelines"); (iv) Reid Middleton EGUV Infrastructure Design Report dated December 2012 ("Engineering Study") attached hereto as **Exhibit D**; (v) environmental decisions and documents issued for the Project under the State Environmental Policy Act, RCW Chapter 43.21C, and/or MCMC Chapter 18.04 (collectively "SEPA"); (vi) the version of the Mill Creek Comprehensive Plan in effect on the date the Agreement is approved by the City Council; and (vii) other applicable City, state, or federal regulations as those regulations exist and apply at the time of development or a vested application therefore (e.g. building permits will be subject to the building codes in effect at the time a building permit is applied for). All of the foregoing comprise development regulations within the meaning of RCW 36.70A.030 and shall collectively comprise and be referred to as the "EGUV Regulations." Without limiting foregoing, the following components of the EGUV Regulations are emphasized for clarity:

**8.2.1 Applicable Regulations.** All applicable regulations in the MCMC on the effective date of this Agreement or the vesting date of any subsequent application pertaining to the Project shall apply to the Project, except as may be changed by this Agreement.

**8.2.2 EGUV Design Guidelines.** All structures and facilities comprising the Project shall comply with the Design Guidelines as adopted by the City Council on July 1, 2008, in City Council Ordinance No. 2008-684.

**8.2.3 Engineering Study.** The Engineering Study shall be used as the design guideline for the public roadway alignment, access management, traffic impacts and analysis, regional drainage facilities if coordinating with adjacent property owners, public infrastructure facilities, and utility coordination. All required public infrastructure, facilities and mitigation arising from the Project shall be consistent with the Engineering Study, except the Parties agree the alignment of Road B as depicted on **Exhibit C** is an approved deviation from the alignment of that road as contemplated within the Engineering Study. The City Manager, or designee, in

<sup>1</sup> With the exception of the alignment of Road B, project elements depicted in Exhibit C (e.g. parking, buffers, setbacks, open space, building locations) are provided for conceptual purposes only. The Hearing Examiner shall determine whether such elements comply with applicable EGUV Regulations.

his or her sole discretion may authorize additional deviations from the Engineering Study to the extent such deviations do not prevent the Project from complying with other applicable aspects of the EGUV Regulations and will not materially impact existing or future developments within the EGUV zoning district.

**8.3 Compliance with Project Approvals.** Once approved, this Agreement, the subsequent associated BSP and MDP, and all other governmental approvals (e.g., SEPA determination, building permits, etc.) required for development of the Project shall collectively comprise the "Project Approvals." The Project shall comply with the Project Approvals in all particulars, and City may take enforcement action in accordance with Section 15 at any time to compel such compliance.

**8.4 Binding Nature of Development Agreement; Vested Term; Vested Rights.** This Agreement shall constitute a binding development regulation for the Project and Property for purposes of the City's review of Binding Site Plan BS 15-65 and related applications received within 8 years of the effective date of this Agreement ("Vested Term"). During the Vested Term, Developer shall have the right to develop the Project in accordance with the terms of this Agreement and the Project Approvals regardless of intervening changes in the EGUV Regulations or other applicable development regulations. After the Vested Term, this Agreement shall continue to apply to the use of all development approved pursuant to this Agreement. Development applications received after the Vested Term or for different projects shall be subject to review under their applicable development regulations.

**9.0 Occupancy of Buildings; Sale of Lots; Uses**

**9.1 Occupancy and Sale.** There shall be no occupancy or use of the Project components, and no sale or lease of any lots, tracts or parcels created by the BSP, until (i) the BSP is recorded in accordance with the MCMC, and (ii) certificates of occupancy have been issued as required by the MCMC and Section 9.2.

**9.2 Certificates of Occupancy.** In addition to the requirements of the MCMC and the enforcement provisions set forth in Section 15, the City may withhold certificates of occupancy for all or any part of the Project until all building permit requirements and Project conditions of approval have been met to City's satisfaction.

**9.3 Commercial Uses.** Pursuant MCMC Section 17.19.040, residential uses are prohibited on the Property unless the residential uses are located above commercial uses. Consistent with the City's Comprehensive Plan, this restriction encourages a mix of residential and commercial uses that provide active pedestrian circulation and economic stability within the East Gateway Urban Village.

**9.3.1 No Residential Accessory Uses.** Except as otherwise expressly agreed in Section 9.3.2, the ground floor commercial space may not be used as an accessory to the Project's residential uses and access to the ground floor uses shall not be limited on the basis of residency within the Project.

9.3.2 Agreement Regarding Specific Commercial Uses Serving the Public and Residents. Notwithstanding the restriction set forth in Subsection 9.3.1 of this Agreement, the Parties recognize that there may be some commercial uses that can fulfill the intent of the EGUV Regulations, while also serving as accessories to the residential aspect of the Project. Specifically, Developer intends to operate a 1,000 square foot leasing office that will serve residents and potential residents ("Leasing Office"), and a 2,500 square foot space that will include a beauty parlor, kitchen, and fitness center for use by the Project's residents ("Residential Amenity Space"). The Parties agree that the Leasing Office and Residential Amenity Space may be located on the ground floor of the Project, subject to the terms and conditions described in Section 9.3.2.1.

9.3.2.1 Terms of Commercial Property Leases. In exchange for the City allowing the Leasing Office and Residential Amenity Space on the ground floor, Developer will, in good faith, attempt to enter into a lease with a minimum term of 25 years for 2800 square feet of ground floor commercial space with an independent, City approved, non-profit senior center that offers recreational, social, and/or learning activities to community seniors, including residents and non-residents of the Property. Such lease will be on commercially reasonable terms and will provide that Developer will build the initial mutually agreed upon tenant improvements for the space (including but not limited to walls, flooring, utility outlets, paint, doors, and trim) and lease the space to the senior center for no more than the Developer's cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The senior center will be responsible for furnishing the space and operating its own senior oriented activities and programs. The senior center's members will have access and use of the Residential Amenity Space (if any) operated by the Developer on such terms and conditions as Developer may establish for the use of such space. However, Developer may, in its discretion, exclude other members of the public from accessing the Residential Amenity Space.

In addition, Developer will lease to the City 500 square feet of ground floor commercial space to be used, maintained, and operated by the City as a public facing police satellite office. Such lease will be on commercially-reasonable terms and will provide that, among other things, Developer will build the initial tenant improvements for the space (including but not limited to walls, flooring, outlets, paint, doors) and lease the space to the City for no more than Developer's cost of providing utilities to the allocated space; provided that the lease may allocate certain other commercially reasonable costs to the tenant, including the responsibility to pay for any damage caused by the tenant, and customary maintenance and repair, insurance, casualty, condemnation and other provisions. The City will be responsible for furnishing the space and all operating and maintenance costs.

9.3.3 Effect of Failure to Lease. Developer will make a good faith effort to lease a portion of the ground floor commercial space to an independent non-profit senior center on terms consistent with those described above. In the event that Developer is not able to locate an interested independent non-profit senior center, the City may locate and provide potential applicants for consideration. In the event that Developer does not enter into a lease on mutually agreeable terms with an independent non-profit senior center, Developer will not be permitted to use the ground floor space for the Leasing Office or Residential Amenity Space, but may lease such space for other commercial uses permitted hereby and by the MCMC. In the event the senior center use commences and discontinues by the senior center terminating the lease as a result of Developer's default thereunder, Developer shall discontinue its use of the ground floor for a Leasing Office and Residential Amenity Space no later than six (6) months from the date the senior center discontinues operations and terminates the lease. The six (6) months may be extended by written agreement of the City if the Developer is actively seeking a replacement senior center tenant. In no event shall a casualty or condemnation or other interruption of use by a senior center tenant for any other reason other than Developer's default under its written lease with such tenant in any way diminish Developer's rights to use the other ground floor commercial space as a Leasing Office or Residential Amenity Space or such other commercial uses as may be permitted hereunder and under the MCMC.

**10.0 Transportation and Traffic Requirements**

10.1 City and County Traffic System Impact Mitigation Requirements. Traffic impacts and mitigation fees will be analyzed and determined by the Developer, City and Snohomish County through the City's SEPA and development review process and in accordance with the Engineering Study per Section 8.2.

10.2 Construction of 132<sup>nd</sup> Street SE Improvements. Developer shall construct or pay to construct all 132<sup>nd</sup> Street SE frontage and related access point improvements required by the Washington State Department of Transportation and the Engineering Study per Section 8.2. The design, construction, and operation of the improvements are subject to the review and approval of the Washington State Department of Transportation.

10.3 Dedication of Road Right-of-Way. In accordance with MCMC Chapter 16.14, Developer shall dedicate or cause to be dedicated to the City the full width of the public Right-of-Way depicted in Exhibit C as "Road A" and "Road B" as such widths and alignments are contemplated in the Engineering Study, except to the extent deviations are permitted by Section 8.2. Dedication shall be completed either by (i) showing the dedication on the face of the BSP for the Project; or (ii) by separate dedication deed or easement approved and accepted by City before the BSP is released for recording. Developer is solely responsible for negotiating all necessary legal interests from underlying property owners of the public Right-of-Way in order to accomplish the required dedication.

10.4 On-Site Road Construction. Developer shall design and construct the full width of the public roadway improvements on the property dedicated pursuant to Section 10.3 ("Road Construction"). The Road Construction shall comply with all applicable EGUV Regulations, including but not limited to MCMC Chapter 16.16, the current version of the Mill Creek Design and Construction Standard Plans, Design Guidelines, and the Engineering Study. The Road Construction shall include the (i) full width of the street and sidewalk cross section; (ii) on-street parking as approved by City; (iii) street and pedestrian lighting; (iv) stormwater and drainage facilities; (v) street trees (grates and lighting conduit), landscaping and street furnishings; and (vi) signage and striping.

**11.0 Parking Requirements**

11.1 Parking Standards. Parking shall be provided consistent with the requirements established in MCMC Chapter 17.27.

11.2 Reciprocal Parking Covenant for Commercial Space Parking Stalls. The unified and mixed-use nature of the EGUV is designed to encourage pedestrian activity and discourage internal vehicle trips. The Developer shall grant a reciprocal parking covenant approved by City for the parking serving the Project's commercially designated parking stalls to the other commercially developed properties within the EGUV that provide an equivalent reciprocal agreement. The parking covenant shall be shown on the face of the BSP.

11.3 Use of Commercial Parking Facilities. Developer will actively manage the use of parking, as approved by the Hearing Examiner in the Binding Site Plan, to ensure the stalls required to be available for commercial uses will not be used by residents, guests, and staff of the Project's residential units during the operating hours of the Project's commercial businesses. The Hearing Examiner may require as a condition of approval of the BSP a parking management plan that provides an enforceable method of requiring residents, their guests, and employees to park only in areas dedicated to serving the residential portion of the Project. Use of the parking stalls dedicated to support the commercial uses shall be managed to ensure the spaces directly adjacent to commercial uses will be available for customers, and not used by staff and owners of the commercial businesses. Developer will update the parking management plan as necessary to ensure the parking stalls reserved for the customers, invitees and guests of commercial ground floor tenants remain available to such customers, invitees and guests.

**12.0 Plazas, Public Gathering Areas, and Public Access**

12.1 Required. Plazas and public gathering places shall be provided along the public roadway of the Project pursuant to MCMC Chapter 17.19 and the Design Guidelines. Plazas shall incorporate informal public seating areas, sidewalks, and other public spaces on the Property consistent with the EGUV Illustrative Plan, Design Guidelines, and Comprehensive Plan. Plazas and public gathering spaces are subject to review and approval of the Design Review Board prior to the issuance of a building permit.

12.2 Plazas and Public Gathering Areas Infrastructure and Furnishings. The Developer shall design, obtain and install infrastructure and furnishings in Plazas, subject to provisions of the Design Guidelines and MCMC Chapter 17.34. Plaza design and furnishings are subject to review and approval of the Mill Creek Design Review Board. Maintenance and replacement of infrastructure and furnishings shall be the responsibility of Developer.

12.3 Public Access. Developer shall grant a public access easement allowing public access to, over and across the roadway buffer and perimeter trail as well as through the private drive aisles and sidewalks to allow public access from the public roadway to the perimeter trail as contained on the approved BSP. All public access easements, locations, and types shall be described and shown on the face of the BSP.

### **13.0 Maintenance Responsibilities**

13.1 Developer Responsibilities. Developer and its assigns shall be responsible for the following ongoing maintenance obligations: (i) oversee and coordinate the use and maintenance of, and activities and events held on the privately-owned open spaces within the EGUV; (ii) maintain improvements in the public right-of-way in accordance with MCMC Chapters 12.06 and 17.24, including the public right-of-way area between the street curbs and property lines: sidewalks, plazas and open spaces, canopies, all landscaping including tree grates, trash cans including daily servicing, benches and all outdoor furniture, (iii) maintain the Property; and (iv) maintain all drainage facilities on the Property outside the public right-of-way.

13.1.1 Multiple Owners. To the extent there are multiple owners of the Property (e.g., commercial units are operated under separate ownership from residential uses), the multiple owners shall designate a single contact for the City to address enforcement of Section 13.1 of this Agreement. The multiple owners are encouraged to enter into maintenance and cost sharing agreements that equitably distribute the cost of the obligations in Section 13.1. However, notwithstanding any agreement between the multiple owners, all owners of the Property shall remain jointly and severally responsible to the City for compliance with Section 13.1 of this Agreement.

13.2 City Responsibilities. City shall be responsible for the following ongoing maintenance obligations within the publicly-owned right-of-way except as noted in Section 13.1: streets, pavement, curbs, gutters, structural sidewalk repairs, lighting, on-street parking, raised crosswalks, street signage, channelization, and drainage facilities.

### **14.0 Transfer of Property**

14.1 Authority to Transfer. Developer's right to sell, transfer, mortgage, hypothecate, convey or take any other similar action regarding the title to or financing for the Property shall not be infringed by this Agreement, provided any such transfer, sale, etc. shall be subject to the terms, conditions, rights, duties and obligations of all development approvals pertaining to the Property, and specifically including this Agreement, the MDP, and Project Approvals.



Developer and any subsequent transferor shall give actual notice and copies to the transferee of all development approvals and related documents.

14.2 Obligations of Successors. This Agreement, the MDP, all Project Approvals and Developer obligations shall be binding on all subsequent owners, purchasers, lessees, lessors, tenants, and transferees of every nature of the Property.

**15.0 Enforcement Authority; Police Power; Penalties**

15.1 Enforcement Authority. City may enforce this Agreement, the BSP, the MDP, the Project Approvals, and all other related approvals for development of the Property, in whole or in part, in any manner allowed by law and this Agreement. Developer and every future property owner shall be fully responsible for compliance with and full and complete performance of the foregoing.

15.2 Police Power. Except to the extent necessary to comply with RCW 36.70B.170 et seq., the limitations of which shall expire at the end of the Vested Term, nothing in this Agreement shall limit, waive or release, or be construed to limit, waive or release, City's municipal duties, responsibilities or enforcement authority of any kind, including its police power authority and its condemnation authority, whether arising under the MCMC, state or federal law, Washington constitution, or any other source of lawful authority.

15.3 Penalties. Without limiting the foregoing subsections, the City may take any or all of the following enforcement actions, and may impose any or all of the following penalties for failure to comply with this Agreement:

15.3.1 Stop action on any pending permits or approvals by Developer or a related entity.

15.3.2 Stop action on any pending permits or approvals pertaining to the Property.

15.3.3 Withhold certificates of occupancy pursuant to Section 9.

15.3.4 Require cash deposits or other security to ensure future performance and compliance.

**16.0 Conflicts; Dispute Resolution**

16.1 Conflicts. In the event of an internal conflict between any of the terms and conditions of this Agreement or between this Agreement and any Project Approvals, the most restrictive shall apply as determined by City, unless City and Developer agree otherwise.

16.2 Disputes. In the event of a dispute between the Parties about the application or interpretation of this Agreement, principals for City and Developer shall promptly meet and attempt to resolve the issue. If that is not successful, the Parties shall promptly apply for and schedule a mediation using JAMS, WAMS, JDR or a similar mediation service. Each Party shall

pay its own costs and expenses and one-half the mediator's cost. If that is not successful, Developer shall request an official interpretation from the Director of Community and Economic Development pursuant to MCMC Sections 14.09.010(A)(7) or (8). Developer may appeal said interpretation as provided in the MCMC.

**17.0 Modification; Termination**

17.1 Modification. This Agreement may be modified only upon mutual consent of the Mill Creek City Council and Developer. Either Party may seek a modification by giving written notice thereof to the other Party. No Party is obligated to agree to any modification of this Agreement. Modification may require compliance with the public notice and hearing requirements of RCW 36.70B, 200 et seq. or other applicable laws then in effect.

17.2 Termination. This Agreement may not be terminated except upon mutual consent of the Mill Creek City Council and Developer or order of a court having competent jurisdiction.

17.3 Continuation. After the Vested Term, this Agreement shall continue in whole as an applicable development regulation for the Property, provided that City may change, and Developer may request changes in all or any portion of the Agreement or land use characteristics of the Property in accordance with then-applicable rules for making land use changes.

**18.0 Authority to Approve Agreement**

18.1 By executing this Agreement, each Party represents and warrants that it has taken all necessary steps under its corporate authority and/or applicable city or state law to authorize such act, and that its execution of this Agreement is knowing, voluntary, made upon consultation with legal counsel, and is valid and binding for all purposes.

18.2 In the case of City, the Mill Creek City Council has found that this Agreement is in the public interest and furthers the public health, safety and welfare, all as set forth in Council Ordinance 2015-798.

**19.0 General Terms**

19.1 Integration. This Agreement constitutes the entire agreement between the Parties as to the subject matter herein. No prior oral or written agreements respecting same shall be valid, and any such agreements shall be considered to be merged and subsumed herein.

19.2 Consent and Waiver. Developer acknowledges and agrees that construction and dedication of the public ROW, public pedestrian easement dedications, creation of public open space areas (together with furnishings and infrastructure), and other Developer actions listed above (i) constitute lawful and appropriate dedications and/or uses of land under MCMC Titles 14 – 18 and applicable state law, specifically including but not limited to MCMC 18.04.220(B), MCMC 18.04.220(D), RCW Chapter 43.21C, RCW Chapter 58.17, and RCW Chapter 36.70B;

(ii) meet and/or satisfy the requirements, obligations and scope of actions set forth in said laws, and/or have been made by the voluntary act of Developer for its benefit and to enhance the success of the Project; and (iii) are binding on Developer.

19.3 Venue. Venue for all disputes arising under or connected with this Agreement and Project Approvals shall be in the Superior Court for Snohomish County. This Agreement and the Project Approvals shall be governed and interpreted in accordance with Washington law.

19.4 Effective Date. The effective date of this Agreement shall be October 16, 2015 ("Effective Date").

19.5 Covenant Running with Land. From and after the Effective Date, this Agreement shall be a covenant running with the Property and/or an equitable servitude on the Property, and shall be binding on the Parties and their successors and assigns, and on all subsequent owners, purchasers, lessees or lessors, tenants, transferees, and transferors of every nature as set forth herein.

19.6 Authority. The parties each represent and warrant that they have full power and actual authority to enter into this Agreement and carry out all actions required of them by this Agreement. All persons executing this Agreement in their representative capacities represent and warrant that they have full power and authority to bind their respective organizations.

19.7 Responsibility. Developer is responsible for compliance with this Agreement. Any act or omission required of or permitted by Developer hereunder may be taken by Developer's authorized agents, contractors or employees, but Developer shall not thereby be relieved of its responsibility or liability to City under this Agreement.

19.8 Attorneys Fees. In any action arising under or related to this Agreement, the prevailing Party shall be entitled to be paid its reasonable attorney's fees, expenses and costs by the non-prevailing Party, whether in arbitration, at trial, on appeal, bankruptcy proceeding, or other legal action.

19.9 Third Parties. This Agreement is entered into for the sole benefit of the Parties. There are no third party beneficiaries to this Agreement.

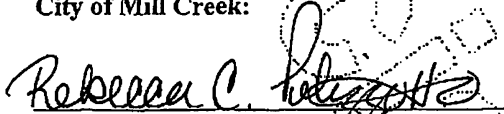
19.10 Severability. If any section, sentence, clause or portion of this Agreement is declared unlawful or unconstitutional for any reason, the Parties intend that the remainder of this Agreement shall continue in full force and effect.

20.0 Exhibits

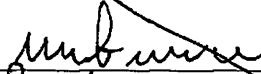
20.1 The following exhibits are attached and incorporated into this Agreement by this reference as though fully set forth herein:

- Exhibit A: Property Legal Descriptions
- Exhibit B: Tax Parcel Map
- Exhibit C: Conceptual Map of Binding Site Plan (BS 15-65)
- Exhibit D: EGUV Engineering Study


City of Mill Creek:

  
 Rebecca Polizzotto, City Manager


Developer: Vintage at Mill Creek, LLC

By:   
 Its: President  
 Michael Gancar  
Refer to next page

ATTEST:

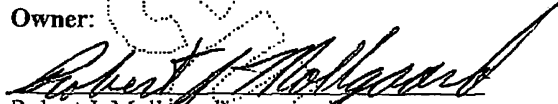
  
 Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

  
 Shane Moloney City Attorney

APPROVED AS TO FORM:

Attorney for

Owner:  
  
 Robert J. Mollgaard

**20.0 Exhibits**

20.1 The following exhibits are attached and incorporated into this Agreement by this reference as though fully set forth herein:

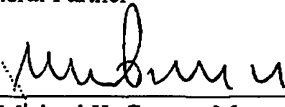
- Exhibit A: Property Legal Descriptions
- Exhibit B: Tax Parcel Map
- Exhibit C: Conceptual Map of Binding Site Plan (BS 15-65)
- Exhibit D: EGUV Engineering Study

**City of Mill Creek:**

**Developer: Vintage at Mill Creek, LP**

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

By: Vintage at Mill Creek Partners, LLC  
Its: General Partner

By:   
Michael K. Gancar, Manager

ATTEST:

\_\_\_\_\_  
Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shane Moloney City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for

**Owner:**

\_\_\_\_\_  
Robert J. Mollgaard

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Acknowledgment

STATE OF CALIFORNIA )

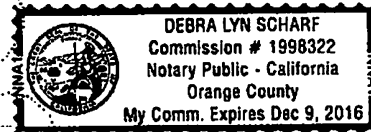
) ss.

COUNTY OF ORANGE )

On October 15, 2015 before me, Debra Lyn Scharf, Notary Public, personally appeared Michael Gancar, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*Debra Lyn Scharf*

NOTARY PUBLIC in and for the State of California,  
residing at Newport Beach, Ca.  
My Commission Expires 12/09/2016

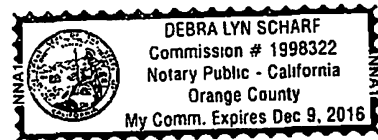
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On August 4, 2016 before me, Debra Lyn Scharf, Notary Public, personally appeared Michael K. Gancar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Debra Lyn Scharf

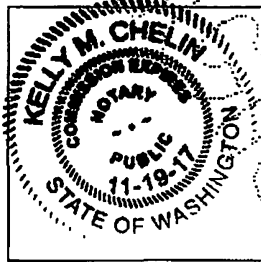
NOTARY PUBLIC in and for the State of California,  
residing at Newport Beach, Ca.  
My Commission Expires 12/09/2016

STATE OF WASHINGTON )  
 )  
COUNTY OF SNOHOMISH )

ss:

I certify that I know or have satisfactory evidence that Rebecca Polizzotto is the person who appeared before me, and he acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager, of City of Mill Creek, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 20, 2015.



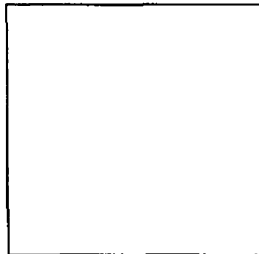
Kelly M Chelin  
Print Name: Kelly M Chelin  
NOTARY PUBLIC in and for the state of  
Washington, residing at:  
Silverett, WA  
My Appointment Expires: 11-19-17

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss:

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Vintage at Mill Creek, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_, 2015.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the state of  
Washington, residing at:  
\_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

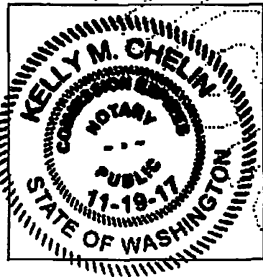


STATE OF WASHINGTON )  
 )  
COUNTY OF SNOHOMISH )

ss:

On this day personally appeared before me Robert J. Mollgaard, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: October 20, 2015.



[Signature]  
Print Name: Kelly M Chelin  
NOTARY PUBLIC in and for the state of  
Washington, residing at:  
Greent, WA  
My Appointment Expires: 11-19-17

**Exhibit A**

**Property Legal Description**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,  
TOWNSHIP 28 NORTH, RANGE 5 EAST, W. M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EASTERLY 389 FEET AS MEASURED ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY QUIT CLAIM DEED RECORDED UNDER  
AUDITOR'S FILE NO. 219641;

EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON FOR ROAD  
PURPOSE THROUGH DEED RECORDED MARCH 27, 1992 UNDER RECORDING NO. 9203270216, RE RECORDED  
BY DEED RECORDED JUNE 3, 1992 UNDER RECORDING NO. 9206030420.

**Exhibit D  
EGUV Engineering Study**

**The document is available for review on the City's web site at:**

<http://cityofmillcreek.com/DocumentCenter/View/77>

**If you need a hard copy, please contact the City Clerk.**

G:\PLANNING\WP\BINDING SITE PLANS\VINTAGE AT MILL CREEK (PL2015-0000) BS 15-65\DEVELOPMENT AGREEMENT\DEVELOPMENT AGREEMENT (MILL CREEK REVISIONS 10-01-15).DOCX



**Attachment 4**

Agenda Item # \_\_\_\_\_

Meeting Date: **Jan. 23, 2018**

**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: SENIOR CENTER UPDATE**

**PROPOSED MOTION:**

N/A

**KEY FACTS AND INFORMATION SUMMARY:**

When Ryan Patterson, the developer of Vintage at Mill Creek, agreed to terms with the City in 2015, he agreed to provide a rent-free space for the Senior Center at 4111 133rd Place SE in Mill Creek. The Development Agreement signed with the City required Vintage at Mill Creek to provide walls, flooring, utility outlets, paint, door and trim for the space.

The Mill Creek Senior Center (also known as the Northshore Senior Center) currently utilizes space in City Hall North. The lease provides 2,362-square-foot of space on the building's second floor for free, a value of \$42,500 annually. In addition, the Senior Center is provided access to other facility space for programming needs, depending on availability based on City operational needs. The new Senior Center space at Vintage is a 2,800-square-foot modern and diverse space to accommodate the Senior Center's activities.

The developer has gone well above and beyond the Development Agreement in providing service to the Senior Center. At his own cost, the developer provided a full kitchen, which includes an oven, sinks, dishwasher, microwave, pantry and bar counter. A dining space is adjacent to a large, versatile space that can be separated into two classrooms or opened up into a grand room for bigger events. The space also features a computer room, social worker's office, manager's office, two bathrooms, welcoming reception area, and ample closet space.

The buildout has cost the developer upward of \$200,000. Further, the market value of the ground-floor space, which otherwise would be used for retail space, has a value of more than \$60,000 annually. The developer has voluntarily made the decision to invest in the community, and has noted that the Senior Center can remain in the space as long as they desire.

On November 13, Mill Creek Senior Center staff, board members, and members visited the new Senior Center space at Vintage. Following the hard-hat tour of the space, which was still under construction, Senior Center staff expressed disappointment in the amount of space and design elements provided to the Senior Center. They also shared concerns about limited access to some of the features at the property.

A Senior Center staff member addressed the City Council on November 14 in the public comment portion of the meeting. She noted the space was small, but they had been looking forward to using other amenity space at Vintage, including a gym, media room, community kitchen and other areas. She noted that those amenities had been moved upstairs and were no

City Council Agenda Summary  
Page 2

longer available to the Senior Center. As a result, the staff member noted, they would have to cancel several dozen classes that they have regularly offered to members. While some of those amenities had indeed moved as allowed by the Development Agreement, Senior Center users toured and still will be able to use other Vintage amenities, including the fitness center, a hair salon, and an outdoor patio/garden area. Further, the designated Senior Center space at Vintage is larger than the existing designated space in City Hall North.

Following the Senior Center's feedback, the City met with the developer, Northshore Senior Center CEO Brooke Knight, and a Northshore Senior Center board member to understand concerns and build consensus among all parties. As part of that discussion and further demonstrating its commitment to the Senior Center, the City relinquished 500 square feet of space that would have been a new Police precinct. The space will now serve as a bonus room for the Senior Center and includes an additional sink/counter area.

A grand opening event, also funded by Vintage, is scheduled for April 12 to show off the new space. The community is invited to tour the new Senior Center between 11 a.m. and 2 p.m. and learn more about its services. The developer is holding a charity event in conjunction with the grand opening to help the Senior Center raise funds for new furniture, equipment and supplies. As a non-profit service, the Senior Center largely has used second-hand furnishings. The developer provided the Senior Center with access to his designers so they can identify and purchase furnishings that complement the look and style of Vintage at Mill Creek. Ms. Knight estimated the furnishings will cost about \$10,000, and the equipment and supplies for upgrading some computing and telephone equipment and other needs will be about \$15,000.

The developer of Vintage at Mill Creek continues to demonstrate support for the Senior Center's work and has come alongside its staff, board and members to create a beautiful and functional space to help the Senior Center continue providing great community services.

The City believes all parties are satisfied with the outcome of discussions in November. The Senior Center is slated to relocate to the new facility in April 2018.

**CITY MANAGER RECOMMENDATION:**

N/A

Respectfully Submitted:

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Rebecca C. Polizzotto  
City Manager

Agenda Item # E

Meeting Date: January 22, 2019

## CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

### AGENDA ITEM: 2019 COMMUNITY EVENTS

### PROPOSED MOTION:

Motion to approve the recommended event changes for 2019.

### KEY FACTS AND INFORMATION SUMMARY:

At the January 8 City Council meeting, information was provide to the Council about the City's proposed community events for 2019. While many of the events remain the same, there are three changes that staff is proposing for Council consideration.

- **Mill Creek Days:** Staff is proposing a new event called Mill Creek Days that will run May 11-18. The concept is supported by Mill Creek Town Center Business Association and additional support would be solicited from other businesses and partners. The event will celebrate Mill Creek with various activities and events. It will start off with a community fitness activity in the morning on Saturday, May 11, followed by the Town Center's Wine and Art Walk in the evening. Other proposed activities throughout the week include opportunities for Mill Creek's businesses to participate, such as Health Care Day, Finance Day and a Car Show. The City plans to conclude the weeklong event with a parade on Saturday, May 18, called Celebrate Your Community. Local community and cultural groups, such as the Hispanic Heritage group, will be invited to participate in the parade. Community members will then be encouraged to close out the week by volunteering in the Day of Hope hosted by Gold Creek Church on Saturday, May 18, and Sunday, May 19, to support various activities throughout the community. This event is intended to bring a sense of community and celebration to Mill Creek. Further, with the event held during the tourism "shoulder season" (the period prior to the high tourism season between Memorial Day and Labor Day), it doesn't compete as much with other events in Snohomish County and provides more opportunity for grant funding. With these changes, the City expects to see increased community participation and increased sponsorship from local businesses.
- **Memorial Day Events:** Staff recommends solely holding a Commemorative Ceremony on Memorial Day to remember and honor those who have made the ultimate sacrifice. The team will research stories from Mill Creek soldiers and tell their story to the community. A local group called Fallen Soldiers is comprised of loved ones from local soldiers who have fallen while serving our country will be invited to attend the ceremony. These new aspects of the event will create a local connection with a more personal and intimate event to honor the purpose of the day. The Commemorative Ceremony will be held on Monday, May 27, at 9 a.m. at the Veterans Monument at Library Park.

City Council Agenda Summary  
Page 2

- **Farmers Market:** Staff recommends changing the Farmers Market day to Tuesdays from 3-7 p.m. The season will run June 18 through August 20. Adjusting the length of the season will help with availability of produce at the market. The earlier end date will eliminate the competition of vendors and customers attending the Evergreen State Fair. The new time will also open up available parking spaces to community members since businesses will not need to save parking for their clients after they close for the day at 5 p.m.

Other days of the week were considered and Tuesday was the best option. Several other markets in Snohomish County occur on Wednesday, and that day is also a conflict for the Summer Evening Concerts in Mill Creek. The Snohomish market occurs on Thursdays and our market manager is responsible for that market, making it a conflict. Feedback from the community pertaining to the Friday day for the market was not supportive of continuing on Fridays. People noted that they were more inclined to get ready for the weekend or go out for an evening, so they didn't attend during market hours. The local farmers could not extend the close time any later on Friday evening since several of them travel long distances to attend the market and they had to leave time to prepare for other farmers markets in the County on Saturday and Sunday. The available market dates are Monday and Tuesday.

One suggestion made during the previous Council meeting was to partner with the Pike Place Market for a "remote" market location. Councilmember John Steckler and staff reached out separately to the market and have not received a response.

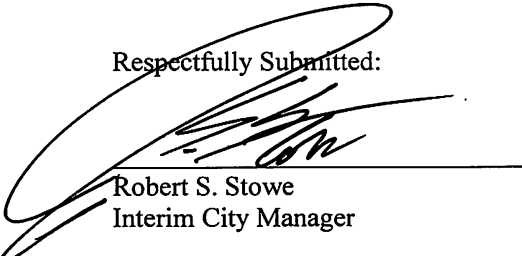
**CITY MANAGER RECOMMENDATION:**

Approve the City's recommended event changes for 2019.

**ATTACHMENTS:**

N/A

Respectfully Submitted:



Robert S. Stowe  
Interim City Manager



Agenda Item # F  
Meeting Date: **January 22, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: SUCCESSOR CONTRACT FOR PROSECUTORIAL SERVICES WITH ZACHOR-THOMAS INCORPORATED, P.S.**

**PROPOSED MOTION:**

Authorize the City Manager to execute a contract with Zachor-Thomas Incorporated to provide uniform prosecution of City charges and prosecutor legal services to the City.

**KEY FACTS AND INFORMATION SUMMARY:**

This agreement is a successor contract with Zachor-Thomas for the purpose of providing criminal prosecutorial services to the City. During an extensive review of this contract by the City's Police Department and the City Attorney, several housekeeping items were identified.. Additionally, three substantive changes were made to the contract which include the following:

- The addition of asset forfeiture support to be provided by Zachor-Thomas. This includes a \$300 base rate for each case, unless such is removed to District or Superior Court, at which point Zachor-Thomas would bill at the hour rate of \$150.00 per hour.
- The addition of City representation for the prosecution of Extreme Risk Protection Orders (ERPOS) that are filed in District or Superior Court, billed at the rate of \$150.00 per hour.
- The liability insurance maintained by Zachor-Thomas increased from \$1,000,000.00 to \$2,000,000.00.

The monthly retainer will be increased from \$9,053 in 2018 to \$9,500.00 in 2019 with a 4% escalator in January of both 2020 and 2021. The City's 2019-2020 Budget anticipated and supports the proposed contract amounts.

This contract represents continuity of service for the City. The services provided to the City by Zachor-Thomas have met expectations and the firm has been responsive to the needs of the Police Department. During the term of the previous contract and in addition to standard prosecutorial services, the firm provided training and educational opportunities to the Police Department, supported efforts on policy review and implementation, and assisted with asset seizure and forfeiture cases. This contract provides for that same continued support.

**CITY MANAGER RECOMMENDATION:**

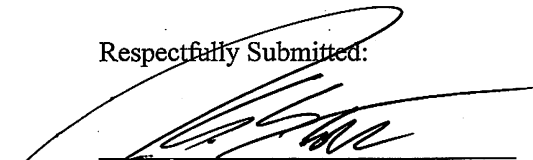
Authorize the proposed contract with Zachor-Thomas Inc. for the 2019 – 2021 term to provide uniform prosecution of City charges and prosecutor legal services to the City.



**ATTACHMENTS:**

- Attachment A: 2019-2021 Zachor-Thomas prosecution services agreement

Respectfully Submitted:

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

**AGREEMENT BETWEEN  
THE CITY OF MILL CREEK  
AND  
ZACHOR & THOMAS, Inc., P.S.**

**City Contract No. 2018-\_\_\_\_\_**

**A. PARTIES**

**THIS AGREEMENT** is made by and between the CITY OF MILL CREEK, a municipal corporation located in Snohomish County ("City"), and Zachor & Thomas, Inc., P.S., an independent contractor and Washington State professional services corporation ("Zachor & Thomas"), as of the effective date indicated below.

**B. RECITALS**

1. The City wishes to retain a City Prosecutor on a contractual basis to provide uniform prosecution of City charges;
2. Zachor & Thomas have demonstrated that they are capable of providing City Prosecutor legal services to the City;
3. After review of their credentials, background and experience, Zachor & Thomas were selected by the City to provide City Prosecutor legal services;
4. The parties wish to enter into an Agreement for Zachor & Thomas to provide City Prosecutor legal services.

**NOW, THEREFORE**, in consideration of the terms, conditions, and mutual benefits of the Agreement, the parties agree as follows:

**C. OPERATIONAL TERMS**

1. Services to be provided. Zachor & Thomas will serve as City Prosecutor and have the following duties and perform the following services:
  - a. Prosecution of driving under the influence (DUI) or Physical Control cases charged by the City law enforcement officers;
  - b. Prosecution of domestic violence cases charged by the City law enforcement officers;
  - c. Prosecution of other misdemeanor and gross misdemeanor cases charged by City law enforcement officers;
  - d. Review of misdemeanor and gross misdemeanor cases investigated by City law enforcement officers and referred to the City Prosecutor for a charging decision;
  - e. Prosecution of those cases referred to the City Prosecutor for a charging decision when the Prosecutor issues charges;

CONTRACT FOR PROFESSIONAL LEGAL SERVICES - 1  
(Prosecuting Attorney for the City of Mill Creek)

- f. Prosecution of contested infractions, including case preparation, presentation and/or negotiation of cases of cases;
  - g. Defense of the City as to contested tow cases at District Court;
  - h. RALJ appeals of criminal and infraction cases to the Superior Court or Appellate Courts;
  - i. Provide legal updates and training to the City's enforcement officers;
  - j. Provide services for the forfeiture pursuant to the felony forfeiture statute RCW 10.105.010, the drug forfeiture statute RCW 69.50.505, the firearm forfeiture statute RCW 9.41.098 and the vehicle DUI forfeiture statute RCW 46.61.5058;
  - k. Appear for the video jail calendar at Everett Division of the Snohomish County District Court every week day as required;
  - l. Represent the Police department in the prosecution of Extreme Risk Protection Orders that are filed by the City in District and Superior Courts.
2. Personnel Performing Services. Zachor & Thomas shall be attorneys responsible to perform the services specified in paragraph C.1. Supplemental coverage may be provided by a similarly qualified and experienced attorney in the event of Zachor & Thomas' illness, vacation, other conflict, or workload considerations.

The City reserves the right to, at its sole discretion, appoint a special prosecutor to prosecute offenses which would otherwise be covered by this Agreement.

3. Payment for Services. That in consideration for the services to be rendered by Zachor & Thomas as the Prosecuting Attorney, the City agrees to pay to Zachor & Thomas a monthly retainer in the sum of \$9,500.00.

RALJ appeals of criminal and infraction case to the Superior Court or Appellate Courts will be billed at an hourly rate of \$150.00 per hour.

Represent the City of Mill Creek in the prosecution of Extreme Risk Protection Orders that are filed by the City in District and Superior Courts, representation which shall be billed at an hourly rate of \$150.00.

Forfeitures, pursuant to RCW 10.105.010 (felony forfeitures) and RCW 69.50.505 (drug forfeitures), shall be billed a flat rate of \$300.00 per case, unless such is removed to the District or Superior Court, whereupon the appellate hourly fees shall apply. Forfeitures of firearms, pursuant to RCW 9.41.098, if not resolved within an accompanying misdemeanor or gross misdemeanor, shall be billed at the rate of \$300.00 per case, unless filed into District Court, whereupon such shall be billed at the appellate hourly rate. DUI Vehicle forfeitures pursuant to RCW 46.61.5058 if not resolved within an accompanying misdemeanor or gross misdemeanor shall be billed at the appellate hourly rate.

Services outside the scope of the duties described in paragraph C.1 above, shall, in addition to the base rate set forth herein above, be billed at the rate of \$150.00 per hour.

4. Payment Rate Adjustment. The payment rate shall be increased each January 1<sup>st</sup> by 4%. This shall take into account the cost of doing business as well as the cost of nominal filing increases, increase in legal research costs and malpractice insurance. Should the filings exceed a 10% increase or decrease per calendar year, the parties may renegotiate the terms of this retainer agreement.
5. Reimbursable Expenses. The City will not be charged separately for clerical or secretarial support and the copy expenses related to the email transfer and copying of police reports for discovery response and court use, the expense of which has already been included in Zachor & Thomas rate of pay described in paragraph C.3. Reimbursement above and beyond the rate of pay will be made by the City for expenditures related to court costs and fees, parking when travel other than to City is required on City business.

The City shall reimburse Zachor & Thomas for any reasonable out-of-pocket expenses that may be required in the performance of its duties as Prosecuting Attorney on behalf of the City. Expenses of witnesses, expert witnesses, transcripts, court documents, filing fees, and interpreters, as may be required from time to time, shall be the sole responsibility of the City.

6. Ownership of Work Product. All data, materials, reports, memorandum, and other documents developed by Zachor & Thomas under this Agreement specifically for the City, are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. Zachor & Thomas agree to maintain all work product in accordance with records retention schedules set by the State of Washington and the City. The City agrees that if such data, materials, reports, memorandum, or other documents prepared by Zachor & Thomas are used for purposes other than those intended in this Agreement, the City does so at the City's sole risk.
7. Work for Other Clients. Zachor & Thomas may provide services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after a full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to below.
8. Rules of Professional Conduct. All services provided by Zachor & Thomas or agents of Zachor & Thomas, under this Agreement will be performed in

CONTRACT FOR PROFESSIONAL LEGAL SERVICES - 3  
(Prosecuting Attorney for the City of Mill Creek)

accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

**D. INDEMNIFICATION**

Zachor & Thomas agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from Zachor & Thomas' negligent, illegal, or unauthorized acts, errors or omissions. The City agrees to indemnify, hold harmless, and defend Zachor & Thomas from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent, illegal or unauthorized acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

**E. LIABILITY; RELATIONSHIP; INTERPRETATION**

Zachor & Thomas is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay Zachor & Thomas, or any employees of Zachor & Thomas, retirement benefits, health benefits; sick leave, vacation, or holiday pay; overtime pay; or any other benefit applicable to employees of the City. Additionally, the City shall not be obligated to pay any social security, income tax, or other tax from the payments made to Zachor & Thomas which may arise as a result of Zachor & Thomas performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by Zachor & Thomas. No third parties shall have or claim any rights or benefits arising from or under this Agreement and this Agreement shall not be construed to create any such rights. This Agreement has been mutually negotiated and neither party shall be considered as the drafter of this Agreement.

**F. PROFESSIONAL LIABILITY INSURANCE**

Zachor & Thomas shall maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$2,000,000.00.

**G. DISCRIMINATION**

Zachor & Thomas agree not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability is recognized as and declared to be a civil right except where a bona fide occupational qualification exists.

CONTRACT FOR PROFESSIONAL LEGAL SERVICES - 4  
(Prosecuting Attorney for the City of Mill Creek)

**H. DURATION; TERMINATION; AMENDMENT**

1. This Agreement shall commence on the 1<sup>st</sup> day of January, 2019, and shall continue in effect until 31<sup>st</sup> day of December, 2021, unless terminated or amended pursuant to this section.
2. This Agreement may be terminated (a) upon 60-days advance written notice from either party to the other party delivered by certified mail; or (b) immediately by the City for cause or by Zachor & Thomas for non-payment or failure by the City to assist in prosecution. In the event of termination, work in progress will be completed by Zachor & Thomas under the terms of this contract if authorized by the City. If completion of work in progress is not authorized, Zachor & Thomas will submit all unfinished documents, reports, or other material to the City and Zachor & Thomas will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination. Zachor & Thomas will cooperate with the City to transfer work in progress to a replacement attorney.
3. By mutual consent, this Agreement may be extended for an additional two year period.
4. Any amendment or modification to the terms, conditions or obligations of this Agreement shall be in writing and signed by both parties in the same manner as this Agreement.

**I. DISPUTES**

Any disputes regarding this Agreement shall be referred to the City Manager (or his designee) and Zachor & Thomas, who shall work in good faith to resolve the dispute expeditiously.

**J. GENERAL TERMS**

1. Venue. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court for Snohomish County. This Agreement shall be governed by Washington state law.
2. Entire Agreement. This Agreement represents the entire integrated agreement between the City and Zachor & Thomas, superseding all prior negotiations. This Agreement may be modified, amended, or added to only by written agreement properly signed by both parties hereto.
3. Severability. If any provisions of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

4. Authority. By their signature below, each party warrants that it has taken all required steps to authorize and validate this Agreement, and each party agrees to be bound by the terms and conditions set forth above.
5. Effective Date. The effective date of this Agreement shall be the 1<sup>st</sup> day of January, 2019.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2018

THE CITY OF MILL CREEK

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

ZACHOR & THOMAS, Inc., P.S.

\_\_\_\_\_  
H. James Zachor, Jr. WSBA#6327  
President

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

\_\_\_\_\_  
WSBA #

CONTRACT FOR PROFESSIONAL LEGAL SERVICES - 6  
(Prosecuting Attorney for the City of Mill Creek)



Agenda Item #   G    
Meeting Date: January 22, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: INTERLOCAL AGREEMENT (ILA) FOR EMERGENCY MANAGEMENT SERVICES WITH THE SNOHOMISH COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT.**

**PROPOSED MOTION:**

Authorize the City Manager to execute an Interlocal agreement with the Snohomish County Department of Emergency Management for the purpose of receiving Emergency Management Services.

**KEY FACTS AND INFORMATION SUMMARY:**

The City of Mill Creek has been a participating agency with the Snohomish County Department of Emergency Management (DEM) under our current Interlocal agreement since February 4, 2016. A workgroup with representatives from large and small jurisdictions from around Snohomish County provided DEM with input to amend the now-expired agreement; that work resulted in this current ILA submitted for consideration. Key changes from the previous ILA include:

- Schedule A and C were modified to align emergency management efforts across the county. The goal is to ensure that all operations centers have trained staff; that staff know how to communicate with each other using multiple modes of communications; that staff is familiar with what information needs to be shared and when; and that there is a clear understanding of the process for requesting resources from each other.
- This will continue to be an ongoing effort and the City will remain actively involved in that effort.

In addition to the “Basic Services” provided in Schedule A, Schedule B provides for an election of additional services. The City may elect to receive services above and beyond the standard services at additional cost. Schedule B does not currently include the cost of the elective services. The DEM committee that created the Schedule, including representatives from a number of the cities, towns, and tribes from Snohomish County, advocated that DEM leave the cost blank. This allows DEM to adjust the cost of exercises to accommodate the difference between a relatively low-cost tabletop exercise to a more labor-intensive full-scale exercise. Should the City elect to receive services outlined in Schedule B, the cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. At this time, the City does not foresee electing additional services.

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- The assessment method that sets the per capita assessment rate was amended. No longer will a formula based on the CPI-W be used; rather a formula that equitably distributes the cost of DEM's general fund budget among all participating jurisdictions will be used. In brief, this formula begins with DEM's proposed General Fund budget, deducts the costs associated with positions predicated by DEM's status as a county department, and assesses member organizations based on the annual Office of Financial Management *Estimate of Cities, Towns and Counties Used for Allocation of Selected State Revenues* (Included as Schedule D of the ILA).
- For 2019, our assessment will be \$25,989. This expenditure was anticipated in the 2019-2020 biennial budget.

The City will continue to work collaboratively to identify more efficient and effective ways to receive training, conduct exercises, receive assistance with our planning, and support for our community's disaster preparedness efforts.

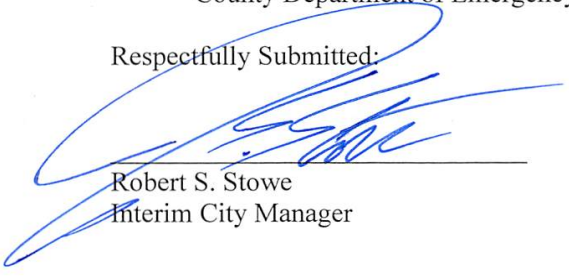
**CITY MANAGER RECOMMENDATION:**

Authorize the proposed Interlocal agreement with Snohomish County Department of Emergency Management for the purpose of providing emergency management services to the City of Mill Creek.

**ATTACHMENTS:**

- **Attachment A:** Interlocal agreement between the City of Mill Creek and the Snohomish County Department of Emergency Services.

Respectfully Submitted:



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Robert S. Stowe  
Interim City Manager

**INTERLOCAL AGREEMENT FOR  
EMERGENCY MANAGEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MILL CREEK, a municipal corporation of the State of Washington (the "City") (individually "Party" and collectively "Parties") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**RECITALS**

A. The County has established the Snohomish County Department of Emergency Management (hereinafter "SCDEM") as an emergency management agency within County government pursuant to Chapter 2.36 SCC.

B. The County, acting through SCDEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs pursuant to Chapter 38.52 RCW.

C. The City and the County have previously contracted for coordinated emergency management services through a series of Interlocal Agreements for Emergency Management Services, most recently dated February 4, 2016.

D. The coordinated emergency management services that SCDEM provides augment, but do not supplant, the City's responsibilities and obligations under Chapter 38.52 RCW.

E. The County and City believe that it is in the public interest to provide coordinated emergency management services as provided herein.

**AGREEMENT**

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

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to provide an economical mechanism for administration and coordination of County and City emergency management programs, generally to protect the public peace, health, and safety and to preserve the lives and property of the people of the County and City.

**2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through midnight December 31, 2021, unless earlier terminated pursuant to the provisions of Section 12 below, and the term of this Agreement may be extended or renewed for up to one (1) additional three (3) year term, upon the City providing the County written notice on or before April 30, 2021. The County shall in writing approve or reject the extension or renewal within thirty (30) days of receiving notice of intent to extend or renew; PROVIDED FURTHER, that each Party’s obligations after December 31, 2018, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last fiscal year for which funds are appropriated. The Party shall notify the other Party in writing of any non-allocation of funds at the earliest possible date.

**3. Administrators.**

Each Party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such Party’s participation in this Agreement. The Parties’ Initial Administrators shall be the following individuals:

<u>County’s Initial Administrator:</u>	<u>City’s Initial Administrator:</u>
Jason Biermann, Director Snohomish County Department of Emergency Management 720 80 <sup>th</sup> Street SW, Building A Everett, Washington 98203	City Manager City of Mill Creek 15728 Main Street Mill Creek, WA 98012

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

**4. Emergency Management Services.**

The County shall provide emergency management services, as described herein, to the City during the term of this Agreement in accordance with Chapter 38.52 RCW. The County will endeavor to provide the Services as described in its comprehensive emergency management plan and in Schedule A, attached hereto and incorporated herein. At its option, the City may elect to receive any or all of the additional services described in Schedule B, which is attached hereto and incorporated herein, upon at least 30 days’ written notice provided to the County and subject to the availability of County resources. All Services shall be provided without warranty of any kind, including but not limited to the sufficiency or adequacy of the actions of the Parties in response to an emergency or disaster or for support of search and rescue operations with regard to any person or property in distress. The City shall remain responsible for the provision of all

those services identified in Schedule C, attached hereto, as well as any other services the City is otherwise required by law to perform.

**5. Advisory Board.**

The City shall be entitled during the term of this Agreement to voting representation on the SCDEM Advisory Board established by SCC 2.36.100. The duties of the Advisory Board are set forth in SCC 2.36.130, as it now exists or is hereafter amended.

**6. Independent Contractor.**

The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

**7. Compensation.**

7.1 Annual Service Charge. The City shall pay an Annual Service Charge to the County. Beginning January 1, 2020, and as adjusted annually each January 1 thereafter, the Annual Service Charge shall be a per capita rate based on: 1) SCDEM's proposed General Fund budget, minus funding for those positions predicated by SCDEM's status as a county department (specifically, the director and accounting analyst), and; 2) the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington*, the 2018 version of which attached hereto and incorporated herein at Schedule D. By July 15 of each year, the County shall issue a revision to Schedule D to reflect changes to the City's population number from the annual Office of Financial Management (OFM) *Estimate for Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington* and the resulting Annual Service Charge for the subsequent year. For 2019, the Annual Service Charge shall be set at the median between a rate of \$1.22 per capita and the per capita assessment based on the 2020 Annual Service Charge model.

7.2 Invoicing. The Annual Service Charge includes the services described in this Agreement's Schedule A, and reasonable operation and maintenance costs for which there will be no separate billing. The County shall invoice the City or its designee for the Annual Service Charge for all services performed by the County. The City shall be responsible for complete and timely payment of all amounts invoiced regardless of whether the City opts to participate in the invoiced services. Invoices will be sent quarterly or on any other schedule that is mutually convenient to the Parties. Payment of the Annual Service Charge is due and payable in quarterly installments on January 31, April 30, July 31, and October 31.

7.3 Additional Services. If a City elects to receive additional service(s) as described in Schedule B, one half of the cost of additional service(s) shall be added to the quarterly invoice after the City notifies SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s).

7.4 Homeland Security and Emergency Management Performance Grants. The Parties acknowledge the importance of sustaining SCDEM staff currently funded by federal grants. In the event that SCDEM receives notice of cuts to federal grants that may jeopardize SCDEM's ability to fulfill the Services outlined in this Agreement, the County agrees to notify the City within 15 days of receipt of notice of such cuts from proponent of the federal grant. Following such notification, the Parties agree to reassess the Services and Annual Service Charge. The City agrees that by entering into this Agreement, it will forego applying for Emergency Management Performance Grant (EMPG) monies.

**8. Hold Harmless and Indemnification.**

Except in those situations where the Parties have statutory or common law immunity for their actions and/or inactions and to the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Party, its officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever including attorney's fees) arising out of or in any way resulting from such Party's own negligent acts, errors, or omissions or willful misconduct related to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

**9. Privileges and Immunities.**

Whenever the employees of the County or the City are rendering outside aid pursuant to the authority contained in RCW 38.52.070 and 38.52.080(1), such employees shall have the same powers, duties, privileges, and immunities as if they were performing their duties in the County or the City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege, or immunity afforded the County or the City in Chapter 38.52 RCW.

**10. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the

same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**11. Compliance with Laws.**

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

**12. Early Termination.**

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party by no later than March 30 of the year of termination. Termination pursuant to this Section 12 will become effective on December 31 of the calendar year in which the termination notice is given.

**13. Dispute Resolution.**

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages.

**14. Notices.**

All notices required to be given by any Party to the other Party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**15. Performance.**

Time is of the essence of the Agreement in each and all of the provisions and scope of services in which performance is a factor.

**16. Entire Agreement; Amendment.**

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or

amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

**17. Conflicts between Attachments and Text.**

Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**18. Governing Law and Venue.**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

**19. Interpretation.**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**20. Severability.**

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

**21. No Waiver.**

Failure by either Party at any time to require performance by the other Party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach hereof or the right to require performance or affect the ability to claim a breach with respect hereto.

**22. No Assignment.**

This Agreement shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's

sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a default under this Agreement.

**23. Warranty of Authority.**

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

**24. No Joint Venture.**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

**25. No Separate Entity Necessary.**

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**26. Ownership of Property.**

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with its performance under this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.

**27. No Third Party Beneficiaries.**

This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

**28. Execution in Counterparts.**

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

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

**COUNTY:**

**CITY:**

Snohomish County, a political subdivision  
of the State of Washington

City of Mill Creek, a Washington municipal  
corporation



By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

**Approved as to indemnification provisions:**

**Approved as to Form:**

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
City Attorney

**Approved as to Form:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Schedule A**  
**Description of Emergency Management Services**

The County shall provide Emergency Management Services (the “Services”) through its Department of Emergency Management (“SCDEM”) to Cities, Towns, and Tribes (individually “Participating Jurisdiction”, and collectively “Participating Jurisdictions”). These Services shall include the following.

**1. General:** SCDEM will maintain an emergency management organization that complies with state law and federal guidelines. This organization will implement the concepts of the National Incident Management System (NIMS) and incorporate best practices of emergency management into its operations. These best practices include a focus on developing disaster management relationships within geographic sectors within the county, sectors defined by expected damages to critical transportation and communications infrastructure during a catastrophic incident.

**2. Planning:** SCDEM will assist Participating Jurisdictions in the development of executable disaster-related plans. SCDEM will maintain emergency management plans in accordance with applicable state and federal laws, regulations, and guidance. SCDEM will use, and encourage the use of, systematic planning processes that engage the whole community.

**a.** SCDEM will maintain the Snohomish County Comprehensive Emergency Management Plan (SCCEMP) and provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain a CEMP, as either a standalone plan or as an annex to the County’s CEMP, which meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the County or jurisdiction, respectively. CEMPs will also describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations and include the procedures to be used during emergencies for coordinating local resources, as necessary, and the resources of County agencies, departments, commissions, and boards.

**b.** SCDEM will maintain the Snohomish County Hazard Mitigation Plan, a FEMA-approved multi-jurisdictional hazard mitigation plan that complies with the Disaster Mitigation Act of 2000 (DMA2K) and 44 CFR §201.6, and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions in order for them to maintain an annex to the County’s FEMA-approved hazard mitigation plan that meets the requirements set forth in 44 CFR §201.6.

**c.** SCDEM will maintain the Snohomish County Disaster Recovery Framework and, upon request, provide technical assistance (templates, meeting facilitation, and plan review) to Participating Jurisdictions desiring to develop a jurisdictional Disaster Recovery Framework.

**d.** SCDEM will maintain standard procedures for its Emergency Coordination Center and provide technical assistance (templates, meeting facilitation, and

document review) to Participating Jurisdictions in order to develop complementary procedures for their respective Emergency Operations Centers.

e. SCDEM will participate in regional- and state-level planning efforts, representing Snohomish County and, unless otherwise specified, the Participating Jurisdictions within Snohomish County. Examples of such efforts include the Mount Baker/Glacier Peak Response Plan and the Statewide Catastrophic Incident Planning Team.

**3. Training and Exercise:** SCDEM will assist Participating Jurisdictions to develop, maintain, or expand their emergency management capabilities. The prioritized capabilities to train and exercise are operational coordination, operational communications, situational assessment, logistics, public information, and planning.

a. SCDEM will conduct an annual training and exercise planning workshop (TEPW) in order to develop a coordinated training and exercise calendar. SCDEM will also send representatives on behalf of Snohomish County and the Participating Jurisdictions to the State's annual TEPW.

b. SCDEM will maintain a Training and Exercise Plan (TEP) that describes the outcomes of the TEPW. SCDEM will produce and electronically distribute a training and exercise calendar each month to the Participating Jurisdictions.

c. SCDEM will maintain a training program that adheres to state and federal guidance, including the National Incident Management System (NIMS) Training Plan and FEMA's Core Capability Development Sheets. This training program includes:

i. SCDEM will assist each Participating Jurisdiction in the development of a jurisdiction-specific NIMS compliance plan. This includes providing assistance in determining applicable courses and identifying online and in-person resources that can provide compliance-related courses. Participating Jurisdictions retain the responsibility to track individual training of their staff members and, per the State's policy, submit NIMS compliance reports.

ii. Countywide, SCDEM will facilitate the delivery of one ICS-300 (Intermediate ICS for Expanding Incidents) course and one ICS-400 (Advanced ICS for Complex Incidents) course each year.

iii. Countywide, SCDEM will facilitate the delivery of four G191 (Emergency Operations Center/Incident Command System Interface) workshops each year.

iv. Countywide, SCDEM will facilitate the delivery of four community points of distribution (CPOD) courses each year.

v. Countywide, SCDEM will facilitate the delivery of four initial damage assessment courses each year.

vi. Upon request, SCDEM will deliver ICS-402 (ICS Overview for Executives/Senior Officials) or its equivalent to each requesting Participating Jurisdiction in order to educate the Participating Jurisdiction's policy makers and

to help them meet the requirements of the National Incident Management System (NIMS).

vii. Annually, SCDEM will host at least two local deliveries of courses from FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium.

viii. On behalf of each Participating Jurisdiction, SCDEM will process applications to host training opportunities available through FEMA's Emergency Management Institute and/or the National Disaster Preparedness Consortium. The Participating Jurisdiction requesting such courses will be responsible for identifying a location and any costs associated with the course delivery, e.g. refreshments.

ix. Countywide, SCDEM will deliver two offerings of an ARRL-approved HAM radio technician class each year.

x. Countywide, SCDEM will facilitate the delivery of two Community Emergency Response Team (CERT) trainings each year. Facilitation includes assisting in the provision of instructors and course materials needed to successfully conduct the course. In order to build CERT capability within the Participating Jurisdictions, SCDEM will request and host CERT Train-the-Trainer courses when there are an adequate number of students.

xi. SCDEM will deliver, or facilitate the delivery of, two trainings per year on SCDEM's incident management software, WebEOC.

xii. SCDEM will deliver at least two offerings of ComVan operator training per year.

d. SCDEM will maintain an exercise program that adheres to state and federal guidance, including the Homeland Security Exercise and Evaluation Program (HSEEP) and applicable grant requirements. Unless otherwise specified, the intent of SCDEM's exercise program is to evaluate established plans and/or procedures, and identify ways to improve those plans and/or procedures. The exercise program includes:

i. Every three years SCDEM will conduct a countywide functional exercise that evaluates Snohomish County's CEMP, the procedures used in the Snohomish County Emergency Coordination Center, and our ability to coordinate with jurisdictions throughout Snohomish County. SCDEM strongly encourages all Participating Jurisdictions to participate in that exercise and will provide technical assistance in the development of their exercise plan.

ii. Countywide, SCDEM will facilitate four tabletop exercises (TTXs) per year. These TTXs will evaluate Participating Jurisdictions' response plans and capabilities against various hazards that threaten Snohomish County.

iii. Countywide, SCDEM will facilitate four CPOD exercises per year in conjunction with the CPOD training.

iv. Countywide, SCDEM will facilitate one damage assessment exercise per quarter in conjunction with damage assessment training.

v. SCDEM will facilitate one EOC workshop each month. These workshops will be used to develop or update the scheduled Participating Jurisdiction's EOC procedures.

- vi. SCDEM will facilitate one EOC drill each month. These drills will be used to validate the scheduled Participating Jurisdiction's EOC procedures.
- vii. Countywide, SCDEM will conduct monthly communications drills with Participating Jurisdictions to ensure the viability of various means of communications.

**4. Coordinating Disaster Response Activities:** SCDEM and Participating Jurisdictions will coordinate their emergency response activities in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. SCDEM will maintain a 24 hour per day Duty Officer, who will serve as the primary point of contact to address emergency management-related requests on behalf of Participating Jurisdictions. The Duty Officer will be available via Snohomish County 911.

b. As resources allow, SCDEM will utilize multiple means of communication to notify, warn, and/or provide information and instruction to the general public regarding impending or occurring disasters.

c. SCDEM will maintain and, when necessary, activate the Snohomish County Emergency Coordination Center (SCECC) and implement the Snohomish County CEMP and applicable procedures. The SCECC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCECC may also activate to provide support during pre-planned events or at the approved request of a Participating Jurisdiction. Requests to activate the SCECC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCECC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession.

d. SCDEM will maintain and, when necessary, activate the Snohomish County Joint Information Center (SCJIC) and applicable procedures. The SCJIC may activate in anticipation of, or immediately after, disasters as defined by RCW 38.52.010(6). The SCJIC may also activate to provide support during pre-planned events or at the request of a Participating Jurisdiction. Requests to activate the SCJIC will be made via the Duty Officer to the SCDEM Director. The decision to activate the SCJIC, and at what level, is made by the SCDEM Director or the appropriate designee in the SCDEM line of succession

e. When activated, the SCECC will coordinate resource requests among affected jurisdictions within Snohomish County. The SCECC will also make available the County's emergency resources not required for use elsewhere during emergencies, the use of which shall be determined and prioritized by SCECC. When necessary, SCDEM will request state and federal resources on behalf of the Participating Jurisdictions through Washington's established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

f. When activated, the SCECC will coordinate situational awareness among affected jurisdictions within Snohomish County, and with regional and state partners.

g. When activated, the SCJIC shall coordinate public information and messaging about critical lifesaving and life-sustaining information by all means necessary to expedite the delivery of emergency services and aid the public to take protective actions. Participating Jurisdictions will identify appropriate points of contact with whom the JIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

h. When requested, and at the discretion of the SCDEM Director or the appropriate designee in the SCDEM line of succession, SCDEM will deploy a liaison to the participating jurisdiction to directly assist with incident management, technical support and assistance, and/or use of mobile assets. During activation of the SCECC, SCDEM may request that Participating Jurisdictions deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

i. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, SCDEM will, under the provisions of SCC Chapter 2.36, initiate through the County Executive a Proclamation of Emergency for Snohomish County. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the Participating Jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

**5. Coordinating Disaster Recovery Activities.** SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. SCDEM, in conjunction with the State's Emergency Management Division (EMD) and the Federal Emergency Management Agency (FEMA), will coordinate the formal post-disaster preliminary damage assessment (PDA) process. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

**6. Volunteer / Emergency Worker Management:** SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment

participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential CERT and/or SERV volunteers. SCDEM will facilitate their registration as emergency workers in accordance with the Washington State Emergency Workers' Program and maintain a central database of these volunteers. Annually, SCDEM will provide to the participating jurisdictions a list of the volunteers living within each jurisdiction's respective boundaries.

b. SCDEM will provide oversight for a countywide CERT capability based on self-organized and governed CERT teams. In this construct, SCDEM will facilitate initial CERT training and support volunteer team coordinators that will be responsible for coordinating with SCDEM for ongoing training, recruiting, and meeting place logistics.

i. As described in section 3.c.x. of this Schedule, SCDEM will facilitate initial training for CERT volunteers. Initial training will consist of the CERT program as outlined by FEMA's Emergency Management Institute (EMI) and damage assessment (i.e. windshield survey) training.

ii. SCDEM will meet with the team coordinators annually to establish a yearly training calendar for each CERT team. Each team's coordinator, with the support of SCDEM, will be responsible for additional meetings and trainings.

iii. SCDEM, in collaboration with the team coordinators, will develop and maintain countywide CERT policies that ensure consistency and are applicable to all of the regional teams.

c. SCDEM will provide oversight to the Snohomish County Auxiliary Communications Service (ACS) function, which provides redundant emergency communications services to SCDEM, its Participating Jurisdictions, as well as hospitals and the Snohomish County Regional Chapter of the American Red Cross. SCDEM will assign trained ACS volunteers to augment Participating Jurisdictions' EOCs.

d. Using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

**7. Outreach and Education:** SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience.

a. SCDEM will develop, promote, and make available to Participating Jurisdictions preparedness materials related to its “Individually Prepared, Together Resilient” campaign, and procure and make available FEMA-produced preparedness materials. The amount of preparedness materials provided will be made on a case-by-case basis and based upon available supply.

b. SCDEM will develop and promote individual preparedness messages to be delivered via its affiliation with local radio stations.

c. Upon request, and when practicable, SCDEM will facilitate the delivery of the Map Your Neighborhood program on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation.

d. Upon request, and when practicable, SCDEM will deliver preparedness presentations on behalf of a Participating Jurisdiction. Such requests should be made at least 30 days prior to the presentation. Participating Jurisdictions are responsible for providing an adequate facility and incurs any extraordinary costs associated with such events, e.g. refreshments, room rental costs, etc.

e. Annually, SCDEM will produce an annual report that summarizes its major activities for the previous year. The annual report will be distributed to the Participating Jurisdictions and the Director will be available to present it to each Participating Jurisdiction’s elected officials.

**8. SCDEM Resources:** SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made to the SCDEM Duty Officer or, when activated, the Snohomish County ECC. These resources include:

a. Command vehicle, commonly referred to as a “ComVan.” A command vehicle provides a motorized, self-contained, climate-controlled capability to augment incident management. SCDEM provides operator training, but does not typically provide an operator. Requests for an operator will be considered on a case-by-case basis, but it is the primary responsibility of the requesting Jurisdiction to identify, maintain, and provide qualified operators.

b. Communications vehicle, commonly referred to as “DEM 10.” The communications vehicle provides a motorized, self-contained, climate-controlled capability to augment communications.

c. Mobile emergency response trailer. This trailer provides a towed capability that can be used to augment community points of distribution, volunteer reception centers, or emergency operations centers.

d. Traffic signs. Two towed, programmable traffic signs provide visual and limited AM band radio warning about emergency conditions.



e. Alert and Warning. SCDEM will maintain a system that provides alert and warning to county residents. Access to this system will be through the SCDEM Duty Officer or, when activated, the Snohomish County ECC.

**Schedule B**  
**Description of Additional Emergency Management Services**

The County offers additional services that the Participating Jurisdiction may choose from in addition to the basic emergency management services described in Schedule A. If, during the course of this Agreement, a Participating Jurisdiction desires additional service(s) as described below, the City shall notify SCDEM in writing as early as practicable prior to the delivery of the desired additional service(s). The cost and timing of the delivery of any Additional Service(s) shall be agreed upon by the Administrators of this Agreement. One half of the cost of additional service(s) shall be added to the quarterly invoice after the Participating Jurisdiction notifies SCDEM and the remaining half shall be added to the quarterly invoice that follows the delivery of the additional service(s)

**1. Planning:**

a. SCDEM will provide technical assistance in order to develop a functional emergency management plan or procedure. Examples of a functional plan include mass fatality plans and disaster debris management plans.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**2. Training and Exercise:**

a. SCDEM will provide one jurisdiction-specific training opportunity.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

b. SCDEM will provide one jurisdiction-specific exercise opportunity. Scheduling these exercise shall occur at the annual TEPW.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

c. SCDEM will process Participating Jurisdiction's application for FEMA's Integrated Emergency Management Course.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**3. Coordinating Disaster Response Activities**

a. On behalf of the Participating Jurisdiction, SCDem will maintain membership with the Northwest Incident Management Team and request its deployment on behalf of the Participating Jurisdiction.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**4. Outreach and Education:**

a. SCDem will develop and promote a jurisdiction-specific outreach campaign.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**5. Communications Support:**

a. SCDem's Communications Officer will provide technical support to ensure interoperable radio communications; specifically, procure and install compatible communications hardware.

**Participating Jurisdiction elects this service:** \_\_\_\_\_  
(initial)

**Schedule C**  
**Expectations of Participating Jurisdiction**

As stated in Section 4 of the Agreement, the services provided by SCDEM augment the participating jurisdictions. This schedule outlines some, but not all, of the areas for which the Participating Jurisdictions retain responsibility.

**1. General:**

a. In accordance with RCW 38.52.070, each Participating Jurisdiction will establish a local emergency management organization and appoint a director who will serve as the point of contact for SCDEM.

b. In accordance with SCC 2.36, each Participating Jurisdiction will designate representatives to the DEM Advisory Board and attend the quarterly meetings. The Advisory Board shall advise the director of emergency management in recommending to the executive actions on emergency management plans; the department's budget; rate schedules for emergency management service charges paid by contracting agencies; grant applications and utilization of awarded grant funds; and other matters as requested by the county executive or the director.

**2. Planning:**

a. Participating Jurisdictions will maintain a CEMP that meets the requirements set forth in RCW 38.52.030 and WAC 118-30-060. CEMPs shall include an analysis of the natural, technological, or human caused hazards that could affect the jurisdiction; will describe a NIMS-compliant incident management structure for use during multiagency/multijurisdictional operations; and include the procedures to be used during emergencies for coordinating local resources.

b. Participating Jurisdictions will identify a primary and alternate point of contact for each planning effort. Participating Jurisdictions will convene work groups and provide meeting space as necessary to facilitate the development of plans including the jurisdiction's comprehensive emergency management plan, hazard mitigation plan, functional emergency management plans, etc., as applicable.

**3. Training and Exercise:**

a. With SCDEM's assistance, Participating Jurisdictions will develop jurisdiction-level NIMS compliance plans. Participating Jurisdictions retain the responsibility to track individual training of their staff members.

b. Participating Jurisdictions desiring to schedule specific training and exercise opportunities should do so by sending a representative the annual Training and Exercise Planning Workshop (TEPW). Facilitating training and exercise opportunities not scheduled at the TEPW shall be at the discretion of the SCDEM Director.

**4. Coordinating Disaster Response Activities:** Participating Jurisdictions will coordinate their emergency response activities with and through SCDEM in order to endeavor to minimize death, injury, and damages to property, the economy, and the environment during natural, technological or human-caused disasters.

a. During, or in anticipation of disasters as defined by RCW 38.52.010(6), affected Participating Jurisdictions will activate their incident management structure and Comprehensive Emergency Management Plan, and notify SCDEM as soon as practicable.

b. When activated, Participating Jurisdictions will request County, state and/or federal resources through established emergency management protocols, i.e. from the SCECC to the Washington State Emergency Operations Center. The Participating Jurisdictions agree that the County shall remain harmless in the event of non-availability or non-performance of requested resources.

c. Participating Jurisdictions shall submit incident-related information to the SCECC and the SCECC shall develop and provide comprehensive situation reports to the Participating Jurisdictions, as well as to regional and state partners.

d. Participating Jurisdictions will identify appropriate points of contact with whom the SCJIC will communicate to form the information network commonly referred to as the Joint Information System (JIS).

e. When requested and practicable, Participating Jurisdictions will deploy liaisons to the Snohomish County ECC to enhance communication between the SCECC and the incident site(s).

f. Upon determining that a disaster as defined by RCW 38.52.010(6) has happened or is imminent, Participating Jurisdictions will, under the provisions of applicable code, initiate through the jurisdiction's appropriate authority a Proclamation of Emergency for their jurisdiction. Participating Jurisdictions will notify SCDEM as soon as practicable of their intent to proclaim a disaster and provide SCDEM with a copy of the proclamation as soon as practicable.

**5. Coordinating Disaster Recovery Activities.** SCDEM and Participating Jurisdictions will coordinate their disaster recovery activities in order to endeavor to restore critical services and establish a new normal for the affected area(s) as quickly as possible.

a. Participating Jurisdictions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each participating jurisdiction remains responsible for the costs it incurs.

b. In the aftermath of a disaster as defined by RCW 38.52.010(6), SCDEM will initiate the transition of disaster response to disaster recovery. This includes implementing the Snohomish County Disaster Recovery Framework and establishing the Recovery Support

Functions found therein. When requested, Participating Jurisdictions will identify points of contact to be integrated into this process.

**6. Volunteer / Emergency Worker Management:** SCDEM will work in collaboration with participating jurisdictions to develop volunteer capabilities that augment participating jurisdictions' local disaster response efforts; specifically, Community Emergency Response Teams (CERT) and/or the Snohomish County Auxiliary Communications Service (ACS)

a. Participating Jurisdictions will identify potential volunteers to affiliate with CERT and/or ACS.

b. Participating Jurisdictions acknowledge that using volunteers (as groups or individuals) for activities outside of the scope of their intended purpose and/or training places them outside of the scope of RCW 38.52.180, Chapter 118-04 WAC, and this Agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers Program; therefore Participating Jurisdictions desiring to expand the use of volunteers beyond the scope established by SCDEM are required to provide coverage in accordance with L&I Industrial Insurance regulations.

**7. Outreach and Education:** SCDEM will work in conjunction with participating jurisdictions to provide disaster-related outreach and education in order to improve overall community resilience. Participating Jurisdictions desiring presentations will make such requests made at least 60 days prior to the presentation.

**8. SCDEM Resources:** SCDEM maintains a number of resources that, when practicable, will be made available to Participating Jurisdictions. Requests for their deployment shall be made as early as possible to the SCDEM Duty Officer or, when activated, the Snohomish County ECC. When requesting a ComVan, the Participating Jurisdiction bears the primary responsibility for providing a qualified driver and should not expect SCDEM to provide an operator.

**Schedule D  
2019 Service Fees by Jurisdiction**

<b>2019 Service Fees</b>			
<b>Jurisdiction</b>	<b>April 1, 2018 Population Est.<sup>1</sup></b>	<b>2019 Per Capita Rate<sup>2</sup></b>	<b>2019 Fees<sup>3</sup></b>
Arlington	18,788	\$1.27	\$24,503
Brier	6,621	\$1.27	\$8,386
Darrington	1,407	\$1.27	\$1,777
Edmonds	41,458	\$1.27	\$53,095
Gold Bar	2,131	\$1.27	\$2,761
Granite Falls	3,500	\$1.27	\$4,590
Index	175	\$1.27	\$222
Lake Stevens	32,228	\$1.27	\$41,351
Lynnwood	37,091	\$1.27	\$48,575
Mill Creek	20,184	\$1.27	\$25,989
Monroe	18,485	\$1.27	\$23,945
Mountlake Terrace	21,468	\$1.27	\$27,373
Mukilteo	21,366	\$1.27	\$27,068
Snohomish	10,130	\$1.27	\$12,886
Stanwood	6,857	\$1.27	\$8,678
Sultan	5,079	\$1.27	\$6,411
Woodway	1,344	\$1.27	\$1,701
Tulalip Tribes <sup>4</sup>	4,517	\$1.27	\$6,069
Stillaguamish Tribe <sup>5</sup>	280	\$1.27	\$437

<sup>1</sup>Source: Based on projected growth and the State of Washington, Office of Financial Management, April 1, 2018 Estimates; <http://www.ofm.wa.gov/pop/april1/default.asp>

<sup>2</sup>A per capita breakdown of DEM's 2018 General Fund budget, minus salary and benefits of the Director and Accounting Analyst II. (\$1.2696)

<sup>3</sup>The 2019 fees are based on the April 1, 2018 population estimate multiplied by DEM's general fund budget, minus the allocation for the DEM Director and Accounting Analyst.

<sup>4</sup>The Tulalip Tribes population numbers will be obtained from the Tulalip Tribes Enrollment Department once every year.

<sup>5</sup>The Stillaguamish Tribe population numbers will be obtained from the Stillaguamish Tribe Enrollment Officer once every year.



Agenda Item # H  
 Meeting Date: **January 22, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: APPOINTMENT OF COMMUNITY INTERVIEW PANEL FOR THE CITY MANAGER**

**KEY FACTS AND INFORMATION SUMMARY:**

A robust engagement process is planned for the City Manager interviews that incorporates staff and the community. The interview schedule for the City Manager candidates is set to occur on March 22 and 23. Council previously agreed to interview the candidates on Saturday, March 23. Below is a summary outline of the interview process.

**City Staff & Community Interviews for City Manager – Friday, March 22, 2019**

- Executive Leadership Team Interview<sup>1</sup>
- Staff Panel Interview – 5 to 7 reps<sup>1</sup>
- CM Candidate & Staff Lunch (City Hall Council Chambers)
- Community Panel Interview - 5 to 7 reps<sup>1</sup>
- Open Public Meeting/Social – Evening hours with Location TBD
- CM Tour of City by two staff reps<sup>1</sup>

*1 – Interviews to run concurrently*

Although there will be many individuals to help with the City Manager interview process, the decision on who to hire is solely the responsibility of the Council. Therefore, all groups will be asked to focus on candidate strengths and weaknesses rather than a preferred individual or ranking of the candidates.

The Interim City Manager will assemble the staff interview groups. Council previously agreed to appoint community members serve on a community interview panel by each Councilmember identifying one community member (plus alternates in the event the same community member is also identified by another Councilmember) to serve on the community interview panel and to bring those names forward at the January 22 meeting. Once five to seven community members are identified, the Council will appoint a panel to help interview City Manager candidates on March 22, 2019 (anticipate an all-day event).

**CITY MANAGER RECOMMENDATION:**

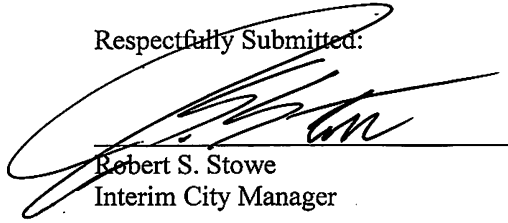
City Council appointment of a community interview panel for the City Manager.

**ATTACHMENTS:**

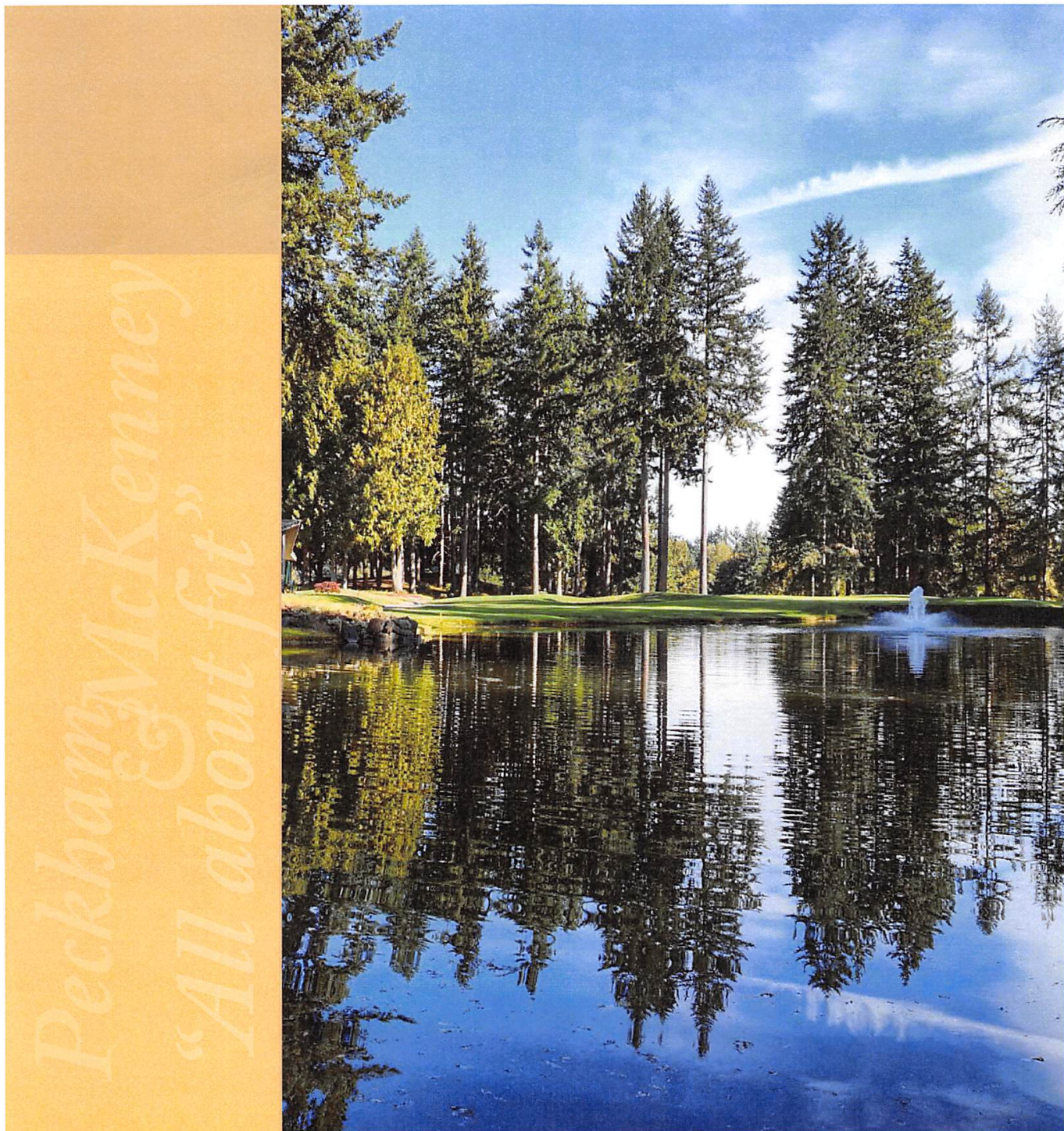
City Manager Recruitment Brochure



Respectfully Submitted:



Robert S. Stowe  
Interim City Manager



*Peckham & McKenney*  
*"All about fit"*

**PECKHAM**  
&  
**MCKENNEY**  
EXECUTIVE SEARCH

**City Manager**  
CITY OF MILL CREEK, WA



## THE COMMUNITY

Situated in Snohomish County approximately 20 miles north of Seattle and 10 miles south of Everett, the City of Mill Creek, Washington, is a picturesque community nestled just inland from the Puget Sound, north of Lake Washington, and west of the Cascade Mountains. Initially developed as a golf course community in a densely wooded area and incorporated in 1983, Mill Creek (pop. 20,470, 4.6 sq. mi.) is exceptionally well-planned and offers a hometown atmosphere with many of the amenities of urban living.

Mill Creek is a vibrant, safe, and friendly community where residents enjoy active lifestyles without all the big city commotion. The City provides many opportunities to enjoy sports and the great outdoors. Parks and trails are a hallmark of the City with over 43 acres of parks and 23 miles of nature trails. Mill Creek enjoys 10 neighborhood parks, as well as a Sports Park, that features a ball field for Little League and youth soccer, as well as a skate park. The City offers recreation services, classes, and special events designed to serve the active and passive recreation needs of preschoolers, youth, adults, and seniors.

The City's centerpiece is the award-winning Mill Creek Town Center,

featuring over 80 shops, restaurants, and services. Situated among nature trails and creeks, the outdoor shopping area has a park-like setting and hosts a variety of events including 5k runs, art walks, live entertainment, and sporting events. Town Center is a model for successful urban development.

Centrally located with proximity to major employment centers along the I-5 and I-405 corridors, Mill Creek is extremely desirable to homebuyers and renters. The City offers a variety of neighborhoods ranging from those with traditional single-family homes to others with smaller cottage housing, as well as numerous high-quality townhomes and apartments.

Mill Creek is served by the Everett Public Schools, which is one of the best in the State with an elementary school, a middle school, and a high school within municipal borders. Other nearby schools just outside Mill Creek's borders also serve local students. Seven excellent colleges and universities are found within a 17-mile radius. Mill Creek residents are well educated with 49% having a bachelor's degree or higher. Mill Creek Library is popular and one of the busiest branches of the well-regarded Sno-Isle Libraries system, and the City's Senior Center is a

valuable resource. Community Transit provides both local and bus rapid transit (BRT) service to connect Mill Creek to the larger metropolitan area. In six years, BRT will also connect the City west to neighboring Lynnwood, and the new light rail planned there.

Mill Creek offers an exceptional community experience, where natural beauty is preserved, neighborhoods flourish, businesses thrive, and recreational opportunities abound.

To learn more about the City of Mill Creek, please visit <https://www.cityofmillcreek.com>,

## THE ORGANIZATION

The City of Mill Creek operates under the Council-Manager form of government. Citizens elect seven City Council Members at large to staggered, four-year terms, without limit. Every two years, the City Council elects from its Members a Mayor and Mayor Pro Tem. The Mayor serves as the chair of the Council. The City Council sets policies, adopts ordinances, and passes resolutions, developing strategies and objectives to achieve the City's vision and mission. The Council appoints a City Manager, who is the City's Chief Executive Officer, responsible for carrying out the Council's policies and ordinances and overseeing the day-to-day operations of the City.

The 2019-20 Biennial Budget is \$59.1 million (GF \$28.1 million, reserve \$6 million) supporting a staff of 61 FTEs. City services include police protection, public works, street maintenance, storm water, planning and zoning, parks, recreation, and general government services (human resources, finance, information technology, communications, marketing, and administration). The City contracts with Snohomish County Fire District 7 for fire and emergency medical services. The Alderwood and Silver Lake Water districts provide the





City's water and wastewater services. The City also has a robust service issuing U.S. passports at City Hall.

With the recent election of one of its Members to the Washington House of Representatives, City Council will select a new Member to fill the vacancy after January 1, 2019. The Council Member so appointed, plus four others, may, if they choose, stand for reelection at the next election cycle. In other words, five Council Members (all but the Mayor and



Mayor Pro Tem) stand for reelection in November, 2019. Historically, council positions have been stable with members serving multiple terms. Council intends to hire a professional manager, who appreciates Mill Creek and is committed to its future.

Key issues facing Mill Creek include the following:

- Developing long-term sustainable funding to support desired services;
- Replacement of aging storm water infrastructure;
- Creating a new vision and sub-area plan for Mill Creek Boulevard, an area that connects an existing commercial in-line retail center to the Town Center;
- Exploring recreation tourism and economic development on 10 plus acres of land owned by the City; and



- Development of one of the last remaining privately owned large parcels of land, a 17-acre tract on which mixed residential and commercial uses are contemplated;

**THE POSITION**

Serving at the pleasure of the City Council (contract), the City Manager coordinates City resources and the work of all departments and employees to implement the City Council's policies, plans, and priorities. The City Manager heads the Executive Department (City Manager's Office, City Clerk, Human Resources, Information Technology, and Legal). Departments reporting to the City Manager include: Police, Public Works and Development Services, Finance and Administration, and Communications and Marketing.

**THE IDEAL CANDIDATE**

Mill Creek seeks an experienced, professional manager, and a person of the highest integrity and ethical standards as its next City Manager.

The City is looking for its next City Manager to establish stability in the position by serving for many years. The ideal candidate must be able to hit the ground running and deal with strong personalities from every corner, requiring not only a true command presence, assertiveness, and self-confidence, but experience in principled leadership and effective management. She or he must be decisive, unafraid of hard decisions, yet also collaborative and respectful at all times. The ideal candidate is dedicated to transparency in government and maintaining the public trust.

The next City Manager has a strong work ethic and is committed to continuous improvement, executing City Council's policy priorities, and keeping employees engaged. By emphasizing the Council-Manager form of government and coaching all involved in their proper roles, the ideal candidate leads by example, bringing all parts of the organization together. The new City Manager is a positive presence, expected to stabilize and quickly advance an organization dealing with momentum losses caused by leadership changes.

The successful candidate is dynamic, visionary, and strategic. She or he will share her or his strategic analysis and fresh-eyed perspective as to Mill Creek's strengths and areas for improvement, with the goal of advancing a long-term strategy for the City. The next City Manager has common sense and humility, checking his or her ego at the door.

The next City Manager must have a good business sense, and considerable





experience in municipal finance and budgeting. She or he will have significant project management expertise, and experience in economic and community development.

The ideal candidate is a team-builder. She or he is open, inclusive, and adaptive with the ability to motivate, develop, and inspire City employees, maximizing their potential. The ability to delegate and empower the City's team is essential for the collective success of the organization.

The successful candidate must be an expert collaborator, able to maintain and strengthen the City's relationships with neighboring municipalities, and building partnerships in the community. The next City Manager will foster relations with regional partners and stakeholders including neighboring governments, the Mill Creek Chamber of Commerce, Mill Creek Town Center Business Association, Mill Creek Community Association and other HOAs, Puget Sound Regional Council, Community Transit, Economic Alliance Snohomish County, the State Legislature, and others.

The new City Manager must be highly personable and engaging, with expert-level outward- and inward-facing communications skills. Council expects the City Manager to be appropriately



## SEARCH SCHEDULE

Filing Deadline: ..... February 18, 2019

Preliminary Interviews: ..... February 26 – March 5, 2019

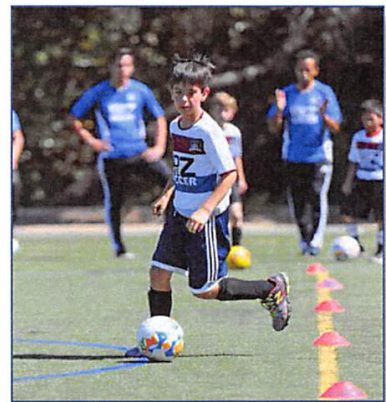
Recommendation of Candidates: ..... March 12, 2019

Finalist Interview Process: ..... March 22-23, 2019

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

visible in the community. The ideal candidate will foster a positive culture within City government.

A bachelor's degree (public administration, business, or related), and seven to ten years of progressively responsible experience as a professional city manager, assistant city manager, or equivalent are required. A master's degree and ten plus years of experience are preferred. Residence within the municipal boundaries is encouraged.



## THE COMPENSATION:

The salary range for this position is \$160,000 to \$195,000 dependent upon experience and qualifications. The City of Mill Creek provides an excellent benefits package including comprehensive medical, dental, vision and life insurance, paid holiday, vacation and sick leave, vehicle allowance and professional development. Along with several other local cities, Mill Creek participates in a 401(a) Social Security Replacement Plan through MEBT (Municipal Employees' Benefit Trust). Employees are enrolled in the Washington Department of Retirement Systems Public Employees' Retirement System (PERS) Pension Plan, and may also take advantage of deferred compensation plans offerings.

## THE RECRUITMENT PROCESS

To apply for this exciting career opportunity, please send your cover letter and resume electronically to:

Peckham & McKenney  
[apply@peckhamandmckenney.com](mailto:apply@peckhamandmckenney.com)

Please do not hesitate to contact Andrew Gorgey toll-free at (866) 912-1919, if you have any questions regarding these positions or the recruitment process.



[www.peckhamandmckenney.com](http://www.peckhamandmckenney.com)



Date: January 22, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
1/10/2019	ACH Wire- Assoc. of WA Cities	\$81,987.61
1/10/2019	ACH Automatic Deposit Checks	\$148,067.62
1/10/2019	ACH Wire- FWT & Medicare Taxes	\$26,137.07
1/10/2019	ACH Wire MEBT- Wilmington Trust	\$21,509.99
1/10/2019	ACH Wire- ICMA RC- Def. Comp	\$1,762.87
1/10/2019	ACH Wire- BAC- Flex Spending Acct	\$1,278.00
1/10/2019	ACH Wire- BAC- Health Savings Acct	\$324.98
1/10/2019	ACH Wire- MCPD Guild Dues	\$2,040.00
<b>Total</b>		<b>\$283,108.14</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 \$283,108.14.

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\2019\Payroll Voucher Approval 01222019.docx  
 1/16/2019

**ASSOCIATION OF WASHINGTON CITIES**

**MILL CREEK, CITY OF**

**ACCOUNT SUMMARY** - contains all changes to this account as of 01/09/2019 02:24:42 PM

**FUND: 100**

**ACCOUNT NUMBER: 186 L**

BILL MONTH:	01/2019
COVERAGE MONTH:	01/2019
PAYMENT DUE BY:	<b>01/10/2019</b>
CURRENT BILLING AMOUNT:	\$81,987.61
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	\$0.00
<b>TOTAL AMOUNT DUE:</b>	<b>\$81,987.61</b>

100 186 L 012019 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	01/2019	\$ <u>81,987.61</u>

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

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

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

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West      Status:Cycle Complete  
 Week#:2      Pay Date:01/10/2019      P/E Date:12/31/2018  
 Qtr/Year:1/2019      Run Time/Date:19:30:27 PM EST 01/08/2019

<b>Taxes Debited</b>	Federal Income Tax	19,525.24		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,028.32		
	Medicare - ER	3,028.30		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	State Family Leave Insurance - EE	185.01		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	166.57		
	State Medical Leave Insurance - ER	203.63		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
School District Tax	0.00			
	<b>Total Taxes Debited</b>	<b>26,137.07</b>		
<b>Other Transfers</b>	Full Service Direct Deposit Acct. No. [REDACTED] an/AB [REDACTED]	148,067.62		
	<b>Total Amount Debited From Your Account</b>		<b>174,204.69</b>	<b>Total Liability 174,204.69</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		<b>174,204.69</b>
	Adjustments/Prepay/Voids	0.00		<b>174,204.69</b>
<b>Taxes- Your Responsibility</b>	None this payroll			<b>174,204.69</b>



**Payment Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/11/2019 4:00:45 PM CST

**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

**Status:** Pending Approval  
**Transaction Number:** 191BH0025CW90U87

**Template Name:** MATRIX/MEBT  
**Template Code:** WILTRUST

**Debit Account Information**

**Debit Bank:** 125000024  
**Debit Account:** 000050104700  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

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

**Beneficiary Account:** 530354845  
**Beneficiary Bank ID:** 021000021  
JPMORGAN CHASE BANK, NA  
1111 POLARIS PKWY  
COLUMBUS  
US - United States of America

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

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 21,509.99

**Value Date:** 01/11/2019

**Optional Information**

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

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke

**Input Time:** 01/11/2019 4:00:36 PM CST

**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/10/2019 5:22:30 PM CST

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

**Status:** Processing by Bank  
**Transaction Number:** 191AI1753MX91867

**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:** 1,762.87

**Value Date:** 01/11/2019

**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:2019011000467708

**Input Time:** 01/10/2019 5:18:01 PM CST  
**Time:** 01/10/2019 5:21:21 PM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 01/10/2019  
Report Time: 05:33:12 PM

**Batch Summary Report by ID Number**

Company Name: City of Mill 01      Effective Date: 01/11/2019  
 ACH ID: ██████████      Batch Sequence: 2  
 Application Name: CCD Payments and Collections      Database Name: BAC  
 Batch Status: Entered      Created By: SANKOTTKE  
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,278.00	C	██████████	██████████	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,278.00	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,278.00	1
Prenotes	\$0.00	0

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 01/10/2019  
Report Time: 05:30:25 PM

**Batch Summary Report by ID Number .**

Company Name: City of Mill 01      Effective Date: 01/11/2019  
 ACH ID: ██████████      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: BAC  
 Batch Status: Entered      Created By: SANKOTTKE  
 Released By:

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$324.98	C	██████████	██████████	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$324.98	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$324.98	1
Prenotes	\$0.00	0

**Payment Approval Confirmation**



**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/10/2019 5:22:30 PM CST

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

**Status:** Processing by Bank  
**Transaction Number:** 191A118211280D86

**Template Name:** GUILD DUES  
**Template Code:** GUILD

**Debit Account Information**

**Debit Bank:** [REDACTED]  
**Debit Account:** [REDACTED]  
**Debit Account Name:** Treas Checking  
**Debit Currency:** USD

**Beneficiary Details**

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

**Beneficiary Account:** [REDACTED]  
**Beneficiary Bank ID:** [REDACTED]  
BANK OF AMERICA, NA  
1424 164TH ST SW  
LYNNWOOD  
US - United States of America  
**Beneficiary Email:**  
**Beneficiary Mobile Number:**

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 2,040.00

**Value Date:** 01/11/2019

**Optional Information**

**Sender's Reference Number:** Police Guild

**Beneficiary Information:** Police Guild Dues Direct Deposit

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke  
**Approved:** sankottke  
**Initial Confirmation:** WTX:2019011000467707

**Input Time:** 01/10/2019 5:18:29 PM CST  
**Time:** 01/10/2019 5:21:21 PM CST



**MINUTES**

**City Council Regular Meeting**

---

**6:00 PM - Tuesday, October 2, 2018**

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

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

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

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

**CALL TO ORDER**

---

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

**PLEDGE OF ALLEGIANCE**

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Led by Boy Scout Troop 120.

**ROLL CALL**

---

Councilmembers Present:

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

Councilmembers Absent:

**PRESENTATIONS**

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**A.** Check Presentation: 35th Ave SE Reconstruction Project Grant

Snohomish County Council Member Terry Ryan presented a \$50,000 grant to the City for reconstruction of 35th Ave SE.

**AUDIENCE COMMUNICATION**

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**B.** Robert Fletcher, a Mill Creek resident and member of the Parks HOA, asked Council to consider a tree and sidewalk replacement program to be included in the upcoming Capital Improvement Plan to address problems with the trees and sidewalks of the City owned planter strips. Mr. Fletcher left [written comments](#) and pictures of tree and sidewalk concerns with the Clerk to be entered into record.

Edward Stroman, a Mill Creek resident and member of the Parks HOA, asked Council to consider a tree and sidewalk replacement program to be included in the upcoming Capital Improvement Plan to address problems with the trees and sidewalks of the City owned planter strips. Mr. Stroman left [written comments](#) with the Clerk to be entered into record.

October 2, 2018 REGULAR COUNCIL MEETING MINUTES

Anne Chamberlain, a Mill Creek resident, spoke on behalf of James Stibich asking Council to consider a tree and sidewalk replacement program to be included in the upcoming Capital Improvement Plan to address problems with the trees and sidewalks of the City owned planter strips.

John Turner, a Mill Creek resident, concurred with previous speakers and asked Council for help with this issue.

Herbie Martin, a Mill Creek resident, asked Council to consider allowing Mill Creek AMVETS Post 2018 free use of space in City Hall North. Mr. Martin provided a [letter](#) summarizing his comments.

Jon Ramer, a Mill Creek resident, spoke on behalf of AMVETS Post 2018 Commander Paul Fredrickson asking Council for permanent use of a vacant office in City Hall North for the Post.

#### **NEW BUSINESS**

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**C. Appointment to the Art & Beautification Board**

Councilmember Bond announced that he and Councilmember Steckler interviewed Guy Armfield to fill one of the two vacant positions on the Board.

**Councilmember Bond made a motion to appoint Guy Armfield to the Art & Beautification Board. Councilmember Steckler seconded the motion. The motion passed unanimously.**

**D. Interfund Loan from the General Fund to the Surface Water Utility Fund**

Interim City Manager Bob Stowe explained that a \$500,000 loan from the General Fund to the Surface Water Fund will account for the Sweetwater Ranch infrastructure failure, a rate analysis, and consultant design package that will address many of the surface water issues over the next several years.

Director of Finance Peggy Lauerman shared a [PowerPoint presentation](#) that gave an overview of the loan.

**Councilmember Cavaleri made a motion to approve Ordinance 2018-836 AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, PROVIDING FOR AN INTERFUND LOAN FROM THE GENERAL FUND NO. 001 TO THE SURFACE WATER UTILITY FUND NO. 401 IN ORDER TO FINANCE EMERGENCY REPAIRS AND ESTABLISHING THE TERMS FOR REPAYMENT OF SAID INTER-FUND LOAN. Councilmember Todd seconded the motion. The motion passed unanimously.**

**E. Estimates of Revenue and Expenditures for Current 2017-2018 Budget and Preliminary 2019-2020 Budget Estimates**

Interim City Manager Bob Stowe introduced Director of Finance Peggy Lauerman to

October 2, 2018 REGULAR COUNCIL MEETING MINUTES

provide Council with an update on the biennial-to-date revenues and expenditures in comparison to the City's 2017-2018 amended biennial budget, and estimates of the 2019-2020 budget estimates.

Director Lauerman walked Council through a [PowerPoint presentation](#) that highlighted the budget schedule, 2017-2018 General Fund estimates and financial drivers, 2019-2020 budget outcomes, general fund estimates, revenue assumptions, operating expenditure estimates, salary and benefit considerations, personnel requests, and key CIP issues.

Council engaged in discussion.

- F. City Manager Rebecca Polizzotto Employment Agreement Termination (to be considered following the Executive Session)

**CONSENT AGENDA**

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- G. City Council Meeting Minutes of August 2, 2018
- H. City Council Meeting Minutes of August 22, 2018

The minutes were removed from the consent agenda and will be brought back at a later date.

**REPORTS**

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- I. Mayor/Council

Mayor Pruitt reported on the new FCC rules regarding 5G technology and asked Interim City Manager Bob Stowe to start looking into City preparedness.

- J. City Manager
  - Council Planning Schedule
- K. Staff
  - Farmers Market Recap

Council engaged in discussion.

**AUDIENCE COMMUNICATION**

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- L. Carmen Fisher, a Mill Creek resident, expressed concerns over the potential lack of parking if the Farmers Market is moved to Tuesday.

**RECESS TO EXECUTIVE SESSION**

---

*(Confidential Session of the Council)*

- M. At 7:25 p.m. the meeting recessed to executive session for up to 90 minutes. City Attorney Scott Missall was present during the executive session.
  - Discussion of the performance of a public employee per RCW 42.30.110(1)(g)
  - Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

October 2, 2018 REGULAR COUNCIL MEETING MINUTES



**At 7:25 p.m. Councilmember Todd made a motion to extend the regular meeting up to 90 meetings. Councilmember Steckler seconded the motion. The motion passed unanimously.**

**RECONVENE TO REGULAR SESSION**

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- N.** At 8:35 p.m. the executive session concluded. At 8:40 p.m. the meeting reconvened to regular session.

Mayor Pruitt read a personal statement in support of former City Manager Rebecca Polizzotto.

Extension of Interim City Manager Bob Stowe's contract will be brought to Council on October 9, 2018.

Councilmember Bond thanked staff for their hard work.

**Councilmember Steckler made a motion to approve Resolution 2018-574 immediately terminating the Professional Services Agreement of Rebecca C. Polizzotto as Mill Creek City Manager and approving a separation agreement, each effective October 2, 2018. Councilmember Mead seconded the motion. The motion passed unanimously.**

**ADJOURNMENT**

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With no objection, Mayor Pruitt adjourned the meeting at 8:47 p.m.

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

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

October 2, 2018 REGULAR COUNCIL MEETING MINUTES

<b>FEBRUARY</b>						
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		

<b>MARCH</b>						
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

<b>APRIL</b>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	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				

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

*Last updated: January 17, 2019*

**February 5, 2019**

*(Agenda Summary due January 28)*

- Council Position #2 Interviews
- Police Motorcycle Replacement

**February 12, 2019**

*(Agenda Summary due February 4)*

- AWC Center for Quality Communities Scholarship Nominee Selection
- MCMC Amendments – Code Enforcement
- The Farm Development Agreement

**February 26, 2019**

*(Agenda Summary due February 18)*

**March 5, 2019**

*(Agenda Summary due February 25)*

**March 12, 2019**

*(Agenda Summary due March 4)*

**March 22, 2019**

- City Manager Finalists – Community & Staff Engagement

**March 23, 2019**

- City Manager Finalists – Council Interviews

**March 26, 2019**

*(Agenda Summary due March 18)*

- Sports Park Concession Stand Contract

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	

JUNE						
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	24	25 Council	26	27	28	29

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 Council	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	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
- Gold Star Memorial



**MINUTES**

**Art & Beautification Board Meeting**

---

**4:00 PM - Wednesday, November 14, 2018**

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

Minutes are the official record of Art & Beautification Board meetings. Minutes document action taken at the council meeting, not what was said at the Board meeting. The agenda for this Art & Beautification Board meeting can be found here.

**CALL TO ORDER**

---

**ROLL CALL**

---

Members Present:

*Matt Buchanan, Chair*

*Jeanne Smart*

*Michelle Edwards*

*Paula Dickman*

*Guy Armfield*

*John Steckler*

Members Absent:

*Benjamin Briles*

**ANNOUNCEMENTS**

---

Board was encouraged by Director Kirk to attend the December 11 Council Meeting as that is when the historical preservation project will be presented.

**APPROVAL OF MINUTES**

---

Motion to approve made by Member Smart, approved by all in attendance.

**OLD BUSINESS**

---

**A. Historical Preservation Project**

Member Armfield asked if the content will be approved on the Dec. 11 Council Meeting. Director Kirk informed that it will be final from the Board's work, but the Council will be able to give feedback. There is also the expectation to create a web page with all content moving forward.

Project Intern Melissa Duque welcomed editing comments to help finalize content for the presentation. She also informed the Board that she had spoken with more people looking for additional stories. She asked if it would make sense to reach out to Council members. Councilmember Steckler felt that asking if they have any information would be fine, but to make sure not to share current content so it is new to the council when presented. Duque planned to reach out via email. Director Kirk informed Duque that she needed to manage expectations so that information offered up by Council was not guaranteed to go into the boards. She felt that outreach might not be overly helpful at this point in the project as content was being finalized for presentation.

November 14, 2018 REGULAR COUNCIL MEETING MINUTES

Member Briles had emailed his comments to Director Kirk, which she noted she would incorporate.

Duque stated that some of the stories she heard from additional interviews were re-confirmed. She noted that the dynamite location was based on a Herald article, but there is a discrepancy with the book that was provided as a resource. There was a resident that confirmed the location.

Duque mentioned that there might be conflict over the resident Red being influential in making Town Center happen. It was suggested by Interim City Manager Bob Stowe that there was more information and Red was not the sole individual involved at the time and should be downplayed.

With those preliminary remarks, Duque began moving through the individual panels beginning with "Living Off the Land."

Chair Buchannan and Member Smart felt that the anecdotes were important and should be considered for inclusion. Project Designer Chris Baldwin agreed that if there was room they could be included and that a list of anecdotes was nice in order to choose ones of importance and size. Councilmember Steckler liked the information that talks about places that are still here. Chair Buchanan was in agreement. Baldwin said he would list the information from most desirable to least. Member Armfield asked if Henrietta and Nevel Garhart were owners. Duque noted that Henrietta had passed before the creation of Dell Farm. Chair Buchanan added they were the owners before it became the Farm. Council Member Steckler added that Doc Garhart had a vision to "Live Off the Land," but his vision was really for his children to see how to live off the land. Member Armfield felt that Garhart needed more historical reference. Duque stated that if they were unable to fit in back story that the family name could be removed. Councilmember Steckler asked that the dam and reservoir should be removed from panel. The Board agreed. Member Armfield added that the thirteenth tee is less visible than the other locations. Duque said she would continue looking for stories. Duque asked if Mill Creek should be called out since it is below where people will be standing. Chair Buchanan and Member Armfield felt that it should be called out.

Member Briles' notes mentioned a discrepancy in the acreage listed on the second panel, "From Farms to Planned Community." Duque explained that some land was sold off before it was eventually sold to developers. Member Armfield asked if we need to reference the second acreage. Duque said it was probably fine to cut it. Member Dickman asked why it is being called an "upscale life style." Member Smart agreed and instead said to add "was presented as an upscale life style." Director Kirk said that the UDC was truly upscale, but the annexed areas may not reflect that. The development started off as upscale but now includes all types of homes. Member Smart still felt "presented" was more appropriate. Councilmen Steckler informed the board that the original development had a different vision. The original design was too extravagant and became bankrupt. He also added that it is interesting the number of failures that lead to the success of that development. In MCCA, there is only one development not within MCCA, which is Parkside and Heron Park. A lady who owned that land wouldn't sell to the Japanese because her husband fought them in WWII. Member Dickman felt that there was too much info on the MCCA and felt more people

November 14, 2018 REGULAR COUNCIL MEETING MINUTES



will relate to things like celebrating nature. Member Armfield felt that two key moments for Mill Creeks were the Garharts and the MCCA. The development is what brought people from Seattle to create Mill Creek. Member Dickman stated that she wasn't arguing importance just volume of information. Duque felt that maybe there is way to bring in more stories. Member Armfield requested that there be more information on the nature, trails and parks.

Duque presented the next panel "Big Decision." All members seemed to like the panel, but Member Armfield asked if referencing the amount of population gained by annexations was possible. Duque was going to look into this.

Next panel "place called home." Councilmember Steckler pointed out a typo of "had to leave." Chair Buchanan asked that Henry S. Jackson have his nickname of "Scoop" included as more locals knew him by that instead of Henry. Councilmember Steckler said Red was not the visionary, there was someone else but Duque should reach out to Terry Ryan who was around during that time. Director Kirk offered to just leave out the name and move forward. Duque asked about the shops and if talking about the library would be less political. Councilmen Steckler said the Town Center was sold to residents as a place to shop so they wouldn't have to go to Alderwood.

Last question from Duque was to give the Board homework to describe Mill Creek in ten years for the final panel. Duque felt it was a good opportunity for the board to draw out a possible vision. Member Armfield felt that the Community beyond our borders described Mill Creek. It is a little self-serving, but speaks to what the reality is. Member Dickman agreed that Woodinville and Bothell are trying to have what Mill Creek has in that respect. Councilmen Steckler brought up the example of Carmel, CA - it has a ton of tourists and is growing with tourism. In Mill Creek, we are growing with residents. Every time we annex, we have increased our responsibilities. We should look at growing by becoming a destination instead of annexation because that would be fewer responsibilities for services. Duque felt that people who no longer live in Mill Creek seem interested in this project and asked that it be pushed out to them if possible. Councilmen Steckler felt that there seems to be a lot of people coming from outside of Mill Creek because of all of our events. Bothell seems to be doing a big push for tourism as well.

Director Kirk informed the board that any additional comments needed to be submitted to her by Friday.

**NEW BUSINESS**

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**REPORTS**

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**ADJOURNMENT**

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With no objection, the meeting adjourned at 5:11 p.m.

  
Gordon Brink, Staff Liaison

November 14, 2018 REGULAR COUNCIL MEETING MINUTES



**MINUTES**

**Art & Beautification Board Meeting**

---

**4:00 PM - Wednesday, December 12, 2018**

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

Minutes are the official record of Art & Beautification Board meetings. Minutes document action taken at the council meeting, not what was said at the Board meeting.

The agenda for this Art & Beautification Board meeting can be found [here](#).

**CALL TO ORDER**

---

**ROLL CALL**

---

Members Present:  
*Matt Buchanan, Chair*  
*Michelle Edwards*  
*Benjamin Briles*  
*Paula Dickman*  
*Guy Armfield*  
*John Steckler*

Members Absent:  
*Jeanne Smart*

**ANNOUNCEMENTS**

---

Coordinator Brink notified board of the number of applicants for board positions and asked for a volunteer to sit on the interview panel since the Chair was up for re-appointment.

Director Kirk announced the City Council vacancy created by Jared Mead's election to the state Legislature and explained the application process for those interested.

**APPROVAL OF MINUTES**

---

Approved.

**OLD BUSINESS**

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- A. Feedback from Council on Historical Preservation Project  
Director Kirk explained that the Council liked the explanation of the panels by Designer Chris Baldwin. For example, Mike Todd didn't understand panel four until it was explained. There was plenty of positive interest and no changes were requested.

Chair Buchanan asked how much the Council was informed about finances. Director Kirk explained that they know about the grant because it was presented by Terry Ryan and they are aware of further funding in the CIP.

December 12, 2018 REGULAR COUNCIL MEETING MINUTES

Member Dickman liked how the Council was smiling and said Director Kirk did a great job presenting the project. Chair Buchanan commented on how well Baldwin did at explaining the information and fielding questions.

**B. Great Garden Awards (GGAs)**

1. Process
2. Timeline
3. Prize

The board moved onto the GGAs and the timeline was the first aspect to be talked about.

Member Dickman mentioned that the Mill Creek Garden Club does their awards around June 22 and felt it might be appropriate to start looking at homes around then as well. Councilmen Steckler asked if the end of June would be the best time? Having members start looking at their zones beginning in May with the decision meeting in July. Chair Buchanan mentioned second weekend in June as the suggested time to assign areas and gather information to have by July meeting. Member Armfield asked to have zones outlined May to give ample time for the research and allow those with spring gardens to be contenders. The Board agreed with this timeframe. Chair Buchanan talked about process. Assigning zones would happen in May. The Board Members would have May and June to tour neighborhoods, take photos and fill out forms. Award winners would be identified at the July meeting.

Councilmen Steckler asked if we should have a nomination system. Member Briles felt that last year it was a bit harder to find good nominations and having neighbors or owners nominate might be a little easier. The board agreed that nomination should be an option. Director Kirk noted she would add a form to the website to facilitate nominations.

The Board discussed prizes for GGA. The board agreed that including the year on the award is important. Councilmen Steckler liked the idea of the watering can that was proposed last year. Member Briles asked where Member Armfield kept his prize. Member Armfield explained he displayed it in his office. Coordinator Brink asked if the Great Garden Award sign that is temporarily placed in yards should be the prizes. Member Briles and Armfield agreed that the signs might be a good choice. Councilmen Steckler thought that maybe a photo of the garden with the sign would be a good thing to give to them when they come to the council meeting. Member Armfield thought that maybe a smaller sign might be a better option. Councilmen Steckler suggested that the prize didn't need to be in the garden., as he has not seen any signs listing winners from previous years. The discussion on prizes was tabled until the next meeting.

**NEW BUSINESS**

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**C. Utility Box Update**

Chair Buchanan felt the utility boxes had a good response overall and that it was time to look at doing another. The board felt that looking at Dumas Rd and 527 was the best next step. Member Briles asked if the art had been chosen for that location. Chair Buchanan mentioned that Member Smart had received submissions from the high



school. Coordinator Brink added that the art submitted was voted on during an Art Walk back in August.

Chair Buchanan asked that the application process be started for those boxes. Coordinator Brink informed the board that the art would need to be chosen before the application could be submitted. Chair Buchanan asked for the art to be brought to the January meeting.

Member Dickman mentioned that the board should really consider the space that is in between the boxes. On the last round it was left blank and was very noticeable.

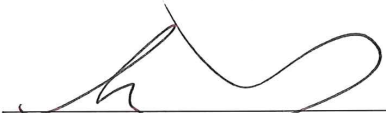
**REPORTS**

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**ADJOURNMENT**

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With no objection, the meeting adjourned at 5:01 p.m.



Gordon Brink, Staff Liaison