

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 • Stephanie Vignal

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. 2019-852

Next Resolution No. 2019-579

**July 2, 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

OLD BUSINESS

- B. 132nd Street Mid Block Crossing - Pedestrian and Bicycle Safety Program Grant Award
(*Gina Hortillosa, Director of Public Works & Development Services*)
- C. Server Upgrades
(*James Busch, IT Manager*)

NEW BUSINESS

- D. Interlocal Agreement Between Snohomish County and the City of Mill Creek for Heron Park
(Gina Hortillosa, Director of Public Works & Development Services)

CONSENT AGENDA

- E. City Council Meeting Minutes of March 5, 2019

REPORTS

- F. Mayor/Council
- G. City Manager
- Council Planning Schedule
- H. Staff
- Design Review Board Meeting Minutes of April 18, 2019
 - Planning Commission Meeting Minutes of April 18, 2019

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # B
Meeting Date: July 2, 2019

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 132ND STREET MID BLOCK CROSSING –PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AWARD

PROPOSED MOTION:

Adoption of Resolution 2019-___ to accept a Pedestrian and Bicycle Safety Program Grant in the amount of \$675,000 for the 132nd Street Mid-Block Crossing Pedestrian Project.

KEY FACTS AND INFORMATION SUMMARY:

At the May 14th Council Meeting, Council authorized the City Manager to execute a project summary sheet for the 132nd Street Mid-Block Crossing Pedestrian and Bicycle Grant Program that confirmed the project scope of work, timeline and budget for the project. The project summary sheet served as an advanced notice of potential funding award pending the Governor's signature of the Transportation Budget.

The City has been officially notified of grant award in an amount of \$675,000 (Attachment A). The project total cost is estimated at \$750,000. The City is required to provide a 10% match or \$75,000. This expenditure was anticipated in the adopted 2019-2024 Capital Improvement Plan. Resolution 2019-___ has been prepared in anticipation of City Council's desire to accept this grant funding (Attachment B).

Beyond this mid-block crossing, traffic concerns and safety issues along 132nd St SE/ SR 96 require a holistic approach. To that extent, Staff plans on addressing the corridor speed limit at a separate Study Session in collaboration with WSDOT (Washington State Department of Transportation) Northwest Region staff.

General Background on 132nd St SE/ SR 96 Corridor:

- Multiple jurisdictions have various responsibilities on this corridor (Snohomish County, WSDOT and City of Mill Creek).
- The Average Daily Traffic east of S.R. Hwy 527 is approximately 37,000. This number is expected to rise to 40,000 by 2040.
- The corridor is situated in an urban setting and has both residential and commercial uses in close proximity.

City Council Agenda Summary
Page 2

Project Schedule:

Begin PE	09/2019
Environmental Documents Approved	08/2020
Right-of-Way Approved	09/2020
Estimated Contract Ad	12/2020
Estimated Contract Award Date	01/2021
Open to Traffic	06/2021

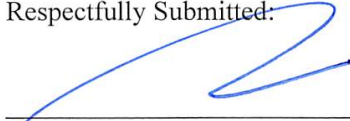
CITY MANAGER RECOMMENDATION:

Accept a Pedestrian and Bicycle Safety Program Grant in the amount of \$675,000 for the 132nd Street Mid-Block Crossing Project through adoption of Resolution 2019-__.

ATTACHMENTS:

- Attachment A: Pedestrian and Bicycle Safety Program Grant Award for 132nd Street Mid-Block Crossing Project
- Attachment B: Resolution 2019-__ Accepting Pedestrian and Bicycle Safety Program Grant for 132nd Street Mid-Block Crossing Project

Respectfully Submitted:



Michael G. Ciaravino
City Manager



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 18, 2019

Ms. Gina Hortillosa
Public Works Director
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012

**132nd Street Mid-Block Crossing
2019-21 Pedestrian & Bicycle Safety Program
State Funding**

Dear Ms. Hortillosa:

WSDOT is pleased to advise you that the above mentioned project was selected to receive funding through the Pedestrian & Bicycle Safety program. The state funding is limited as shown below:

132nd Street Mid-Block Crossing **\$675,000**
Scope: See attached project summary.

In order to meet state requirements, the following are required:

- Project expenditures incurred before receiving notice from Local Programs of state fund authorization are not eligible for reimbursement.
- Please refer to the Local Programs web page for detailed authorization information, including: (<http://www.wsdot.wa.gov/localprograms/>)
 - ✓ Local Agency Guidelines (LAG) manual for detailed requirements;
 - ✓ Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) amendments, as applicable;
 - ✓ Funding and billing forms;
 - ✓ Quarterly Project Report required to be completed by the end of March, June, September and December each year. To access the database you will need an account name and password. Your account name is **Mill Creek** and your password is **MilCr456**. The password is case sensitive.

As a reminder, Local Programs encourages all agencies to submit monthly progress billings to ensure timely reimbursement of eligible expenditures.

For assistance please contact Mehrdad Moini, your Region Local Programs Engineer, at 206.440.4734.

Sincerely,

Kathleen B. Davis
Director
Local Programs

Attachment
KBD:st:sas

cc: Kelly McGourty, Transportation Director, PSRC
Mehrdad Moini, Northwest Region Local Programs Engineer, MS NB82-121

Project Summary

Program: Pedestrian and Bicycle
Date: June 2019
Agency: Mill Creek
Project Title: 132nd Street Mid-Block Crossing

Project Description: Pedestrian hybrid beacon, pedestrian refuge island, lighting, marked crossings.

Detailed Project Description:

Install mid-block crossing on 132nd Street SE, west of 35th Avenue SE (near Rite Aid pharmacy) to include:

1. Marked crosswalk
2. HAWK signal or pedestrian signal (interconnected with 35th Ave traffic signal)
3. Lighting improvements
4. Pedestrian Refuge Island
5. ADA ramps
6. Signage

Project Schedule:

Begin PE	09/2019
Environmental Documents Approved	08/2020
Right-of-Way Approved	09/2020
Estimated Contract Ad	12/2020
Estimated Contract Award Date	01/2021
Open to Traffic	06/2021
Design Complete (Design-only projects)	N/A

Project Cost and Award Amount:

Phase	Total Project Cost	Amount Requested	Amount Awarded
Preliminary Engineering	\$87,000	\$78,300	\$78,300
Right-of-Way	\$	\$	\$
Construction	\$663,000	\$596,700	\$596,700
Total	\$750,000	\$675,000	\$675,000

If you agree to the project summary described above, please sign below and return to Charlotte Claybrooke or Brian Wood.

Concurrence: I agree to the project summary described above.

Approving Authority Name (Print): Michael Ciaravino

Approving Authority Signature: 

Date: May 15, 2019.

*per Council Motion May 14, 2019
Item F*

RESOLUTION NO. 2019- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON APPROVING ACCEPTANCE OF GRANT FUNDING FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$675,000 FOR USE IN CONNECTION WITH A CITY PROJECT FOR A MID-BLOCK PEDESTRIAN CROSSING AT 132ND STREET SE.

WHEREAS, the City of Mill Creek ("City") desires to install a mid-block pedestrian crossing at 132nd Street SE (hereafter "Project"); and

WHEREAS, the City has the opportunity to obtain grant funding from the Washington State Department of Transportation ("WSDOT") in the amount of \$675,000 to help fund the Project, which will benefit the City, its budget demands and City residents if awarded; and

WHEREAS, the City Council previously authorized application for said grant on May 14, 2019 and has been notified by WSDOT that such funds are now available in the amount of \$675,000, which will offset City costs and expenditures and expedite and insure adequate funding for the Project; and

WHEREAS, the City Council desires to accept such funding and authorize the City Manager to execute required paperwork and take all necessary steps to receive payment of such grant and thereafter apply such funding for the purposes herein stated; and

WHEREAS, such action will substantially further the public health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, as follows:

Section 1. The City Council hereby authorizes City Manager to execute required paperwork accepting the grant described above and take all necessary steps to receive payment thereof and apply such funding for the purposes herein stated.

This Resolution shall be effective immediately upon passage, approval and signatures hereon as required by law.

PASSED IN OPEN MEETING this _____ day of ____, 2019 by a vote of _____ for, _____ against, and _____ abstaining.

PAMELA J. PRUITT, MAYOR

ATTEST:

GINA PFISTER, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

SCOTT M. MISSALL, CITY ATTORNEY

TEMPLATE RESOLUTION NO. 2 APPROVING FULL GRANT
AUTHORITY IN CITY MANAGER -- Page 2 of 2
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Agenda Item # C
 Meeting Date: July 2, 2019

CITY COUNCIL AGENDA SUMMARY
 City of Mill Creek, Washington

AGENDA ITEM: Server Upgrades - Revised

PROPOSED MOTION:

Authorize the City Manager to issue a purchase order to CDWG in an amount not to exceed \$50,298.50; providing for a 3-node Nutanix NX-1365-G6-4114 server cluster with 60 processor cores, 384GB RAM, 30TB Raw Storage, 3 years of service agreement, and installation.

KEY FACTS AND INFORMATION SUMMARY:

At the June 25th, 2019 council meeting a study session was held to discuss Server Upgrade options for the City. Two options were considered:

- Hyper-converged Infrastructure
- Microsoft Azure Cloud Infrastructure

IT Manager James Busch presented the City’s existing server infrastructure, reasons for upgrading, options & budget, and the recommended solution. Questions were raised regarding the high cost estimates of the Microsoft Azure Cloud option. Since the June 25th meeting IT Manager James Busch reviewed the cost estimates he received from the City’s Microsoft licensing vendor and found errors in the estimates. He promptly contacted the vendor who confirmed that their estimates contained errors. He received and reviewed updated estimates and is confident in the new estimates.

The table below shows the updated information for 3 year server costs and 3 year backup costs for the Microsoft Azure Cloud:

	Nutanix	Microsoft Azure Cloud
3 year server cost	\$50,316	\$67,000 \$210,000
3 year backup cost	\$15,153	\$13,500 \$34,000
Redundant Internet	N/A	\$80,000 \$20,000
Total 3 year cost	\$65,469	\$160,500 \$264,000

*Please note that the items listed in red in the table above reflect incorrect cost estimates presented at the June 25th, 2019 council meeting.

As the table above shows, when deciding between a hyper-converged solution and a Cloud solution, there are additional cost considerations such as data backup and network transport. If critical server infrastructure is placed in the Cloud, it is imperative that there is a reliable means of network communication between the City and the critical server infrastructure. This is

City Council Agenda Summary
Page 2

accomplished through a direct connection to Microsoft's Azure Cloud (called an Azure ExpressRoute). The Cities of Tukwila and Redmond were contacted as they currently utilize Microsoft Azure Express Routes. The City of Tukwila currently pays \$2,200/month for their ExpressRoute and the City of Redmond currently pays \$1,750/month. The City of Redmond is able to receive discounted pricing through a partnership with King County. There is no similar discounted pricing available for Mill Creek in Snohomish County. Without that partnership they advised that normal pricing would be in the range of \$3,500/month. These costs are higher than originally estimated and noted in the above table. If critical server infrastructure is placed on the local network, the additional dedicated network transport is not necessary.

If data is stored in the cloud, the most common way to back it up is using Microsoft's Azure Backup. Data stored locally also needs to be backed up, which also has a cost associated with it. Both of these costs are noted in the table above.

Given the total costs associated with operating the two options, my recommendation is to proceed with the Nutanix proposal for upgrading the City's servers.


CITY MANAGER RECOMMENDATION:

Authorize the City Manager to issue a purchase order to CDWG in an amount not to exceed \$50,298.50.

ATTACHMENTS:

CDWG Nutanix Quote.

Respectfully Submitted:



Michael G. Ciaravino
City Manager

6/28/2019



Server Upgrades

7/2/19

Agenda

- Existing Server Infrastructure
- Reasons for upgrading
- Options & Budget
- Best Solution



Server Upgrades

1

6/28/2019

Existing Server Infrastructure

Server 1: Purchased 12/9/2014, Warranty Expires 12/10/2019

Server 2: Purchased 8/5/2017, Warranty Expires 8/7/2022

Physical Server 1

Virtual Svr 1: Authentication Primary
 Virtual Svr 2: Helpdesk, Monitoring
 Virtual Svr 3: Auditing, Remote Auth
 Virtual Svr 4: Updates, Antivirus
 Virtual Svr 5: City File/Print Server
 Virtual Svr 6: Permitting Server
 Virtual Svr 7: Police Vehicle Laptop Auth
 Virtual Svr 8: Office 365 Account Sync

Physical Server 2

Virtual Svr 1: Authentication Secondary
 Virtual Svr 2: Police Records Database
 Virtual Svr 3: Police File/Print Server
 Virtual Svr 4: Finance Database
 Virtual Svr 5: Cloud Service Authentication
 Virtual Svr 6: Police Vehicle Laptop Auth

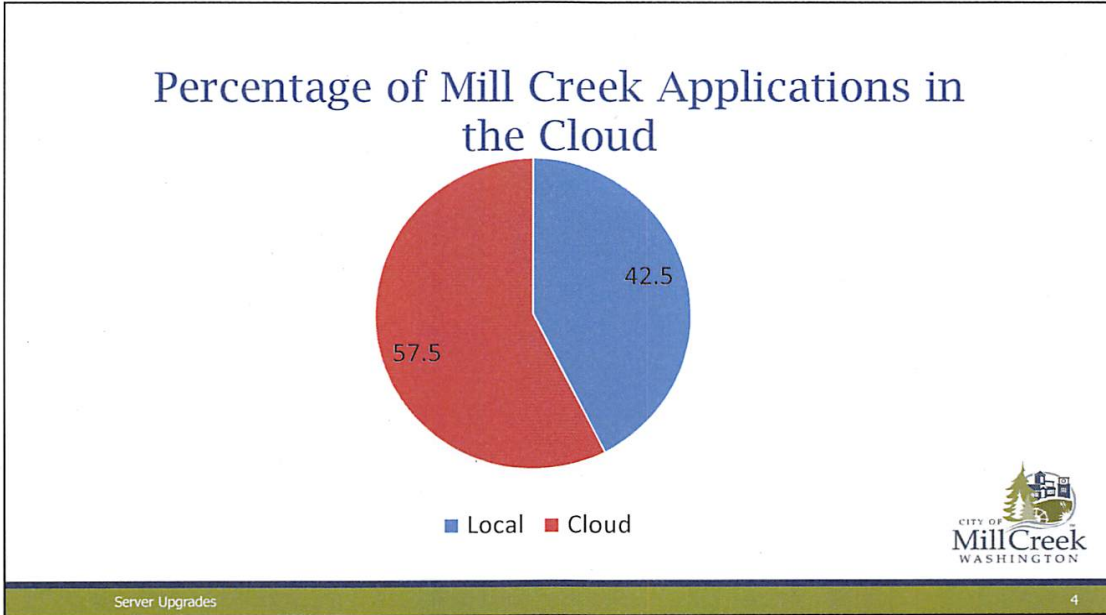



Existing Cloud Infrastructure - SaaS

- iCompass – Council Agenda Creation, Meeting Minutes, iPad App
- GovQA – Citizen Request Tracking/Responding, Public Records Request Tracking/Responding
- PageFreezer – Website & Social Media Archiving, Text Message Archiving
- Code Publishing – Online Publication of the City’s Municipal Code
- Springbook – Finance package
- ADP – Payroll Processing, HR Management, Recruiting
- Office 365 – Email
- New World – Police Dispatch and Records Mgmt (SNO911)
- PowerDMS – Police Policy Approval and Publishing
- iWorq – Public Works work order management, Sign Inventory, ADA Ramp Inventory
- ArcGIS/ESRI – Online Mapping
- MyBuildingPermit.com – Online Portal through City of Bellevue
- City’s main website and tourism website
- ActiveNet – Parks and Recreation class registration
- Constant Contact – Mass emailing, Monday Minute

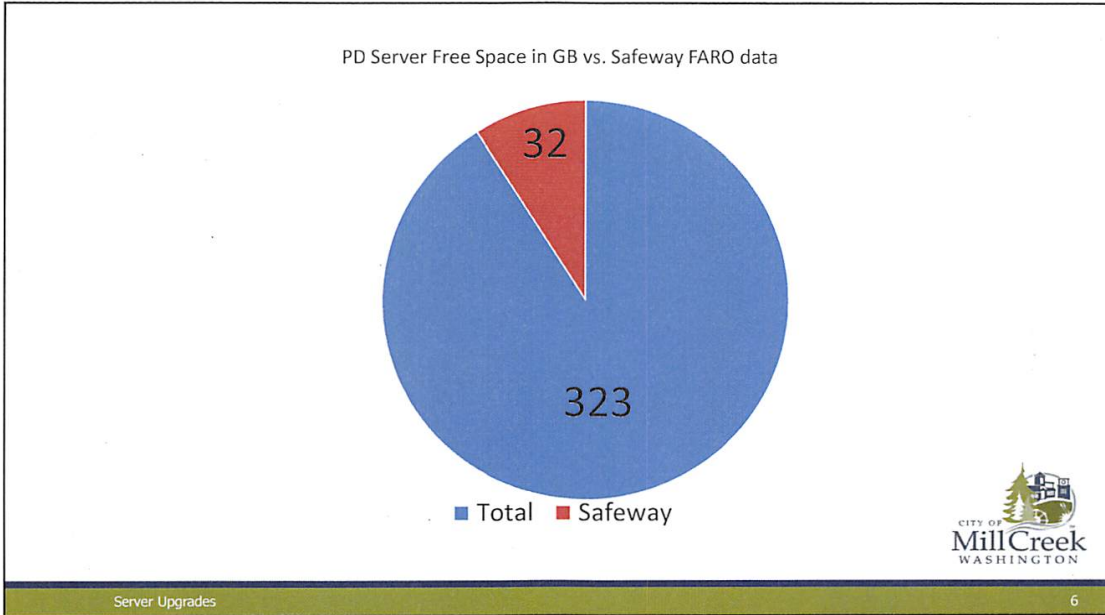


6/28/2019



- ### Reasons for upgrading
- Minimal fault-tolerance and no automated failover capabilities
 - High risk for extended outage
 - Improved customer service
 - Existing server reaching end-of-life and due for replacement
 - Expanding needs of the City
 - Ex: Surface Water Repairs
 - Ex: Police Digital Evidence
 - Future Needs
 - Ex: GIS
 - Ex: Contract/Document Management
- 
- Server Upgrades 5

6/28/2019



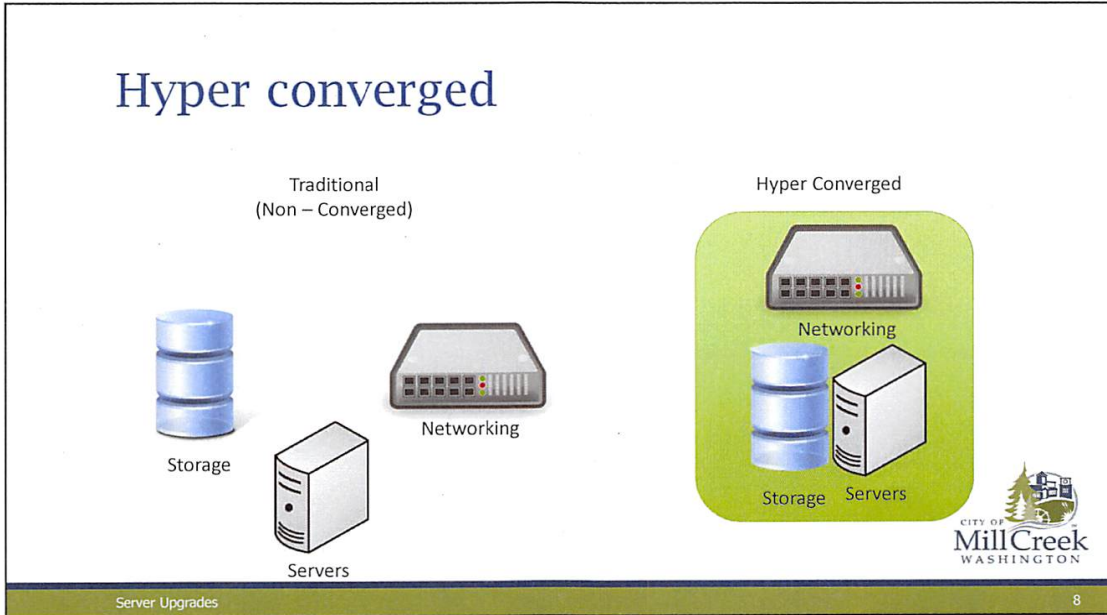
Options & Budget

- Hyper converged Infrastructure
- Move to the cloud
- Budget Available
 - \$60,000 from IT Operating Supplies



Server Upgrades

7



- ## Options
- Hyper converged (3 year cost):
 - Nutanix: \$50,316
 - Total including related costs, such as backups: \$65,469
 - Scale Computing: \$50,210
 - Total including related costs, such as backups: \$65,363
 - Dell VxRail: \$66,305
 - Total including related costs, such as backups: \$81,458
- CITY OF
MillCreek
WASHINGTON
- Server Upgrades 9

Options

- Cloud - 3 year cost:
 - Microsoft Azure Cloud: **\$67,000** (3 year cost estimate)
 - Amazon AWS Cloud: \$150,000 (3 year cost estimate)
 - Other related expenses:
 - Redundant Internet Connection: (3 year cost estimate):
 - **\$80,000**
 - Microsoft Azure Backup: (3 year cost estimate): **\$13,500**
 - Total Microsoft Azure Cloud: **\$160,500** for 3 years



Comparison - Nutanix vs. Public Cloud

	Nutanix	Microsoft Azure Cloud
3 year server cost	\$50,316	\$67,000 \$210,000
3 year backup cost	\$15,153	\$13,500 \$34,000
Redundant Internet	N/A	\$80,000 \$20,000
Total 3 year cost	\$65,469	\$160,500 \$264,000



6/28/2019

Microsoft Azure Estimate for City of Mill Creek			
Licensing Program: Microsoft Online Services Program (MOSP)			
Server(s) name	Region	Description	3-Year RI with AHB
Server 1	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 2	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 3	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 4	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 5	US Gov Arizona	1 F8 (8 vCPU(s), 16 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$136.91
Server 6	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 7	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 8	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22



Server Upgrades

12

Server 9	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 10	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 11	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 12	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 13	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
Server 14	US Gov Arizona	1 DS2 v2 (2 vCPU(s), 7 GB RAM); Windows Server – (OS Only); 1 managed OS disks – S10, 100 transaction units	\$42.22
All E: Drives	US Gov Arizona	Block Blob Storage, General Purpose V2, LRS Redundancy, Hot Access Tier, 2,527 GB Capacity, 100,000 Write operations, 100,000 List and Create Container Operations, 100,000 Read operations, 1 Other operations, 1,000 GB Data Retrieval, 1,000 GB Data Write	\$75.84
VPN Gateway	US Gov Arizona	VPN Gateways type, VpnGw2AZ tier, 730 gateway hour(s), 500 GB, Inter-VNET outbound VPN gateway type	\$433.72
Data Transfers	US Gov Arizona	Zone 1: North America, Europe, 1 TB	\$111.07
Support		Support	\$100.00
		Monthly Total	\$1,690.47
		Annual Total	\$20,285.64
		3 year with tax:	\$67,246.90



Server Upgrades

13

6/28/2019

Solution - Hyper converged

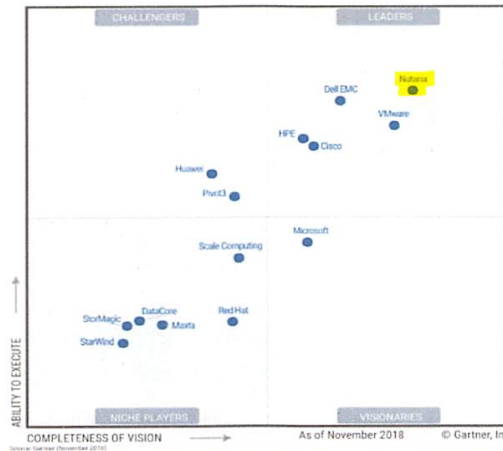
	Nutanix	Scale Computing	Dell VxRail
Cost	\$50,320	\$50,210	\$66,305
Nodes	3	3	3
Total Processor Cores	60, usable 45	24, usable 21.5	24, usable 21.5
Processor Speed	2.2GHz, turbo to 3.0GHz	2.1GHz, turbo to 3.0GHz	2.1GHz, turbo to 3.0GHz
Total RAM	384GB, usable 288	192GB, usable 186	288GB, usable 260
Total Storage	29.76TB	20.88	20.4TB
Total usable storage	16.79TB, 11.19 during node failure	10.5TB usable	4.7TB, 4.7TB during node failure
Networking Speed	10Gbit	10Gbit	10Gbit
Redundant Network Connections	Yes	Yes	Yes
Redundant Power Supplies	Yes	Yes	Yes
Server Brand	SuperMicro	SuperMicro	Dell
One-click upgrades?	Yes	Yes	Yes
Gartner Rating	Leader	Niche	Leader



Server Upgrades

14

Solution - Hyper converged



Server Upgrades

15

6/28/2019

Solution – Hyper converged

Nutanix – Pacific Northwest Customers

Municipalities using Nutanix

- City of Arlington – Population 20,000
- City of Sequim – Population 7,100
- City of Tumwater – Population 23,000
- City of Marysville – Population 70,000
- City of Redmond
- City of Seattle
- City of Vancouver

6/28/2019

Solution - Hyper converged

Nutanix

- Founded in 2009
- 5000 Worldwide Employees
- Publically Traded
- Over 12,000 Customers
- Net Promoter Score of 92
 - Customer's willingness to return for another purchase and to recommend to someone else.
 - Industry average for technology is 54, highest possible score is 100
- Industry leading customer service response times
- Among the best in resolving issues quickly
- Marysville's Support Experience



Server Upgrades

18

Thank You - Questions?

James Busch
IT Manager



Server Upgrades

19



Agenda Item # D
Meeting Date: **July 2, 2019**

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR HERON PARK

PROPOSED MOTION:

The City Council is asked to authorize the City Manager to execute an Interlocal Agreement with Snohomish County to receive up to \$150,000 for the purpose of helping the City of Mill Creek fund Heron Park playground equipment and related items.

KEY FACTS AND INFORMATION SUMMARY:

Heron Park was developed in conjunction with the construction of the Parkside subdivision in 1992. The park has been well maintained over the years. However, the playground, which includes equipment for children of various age groups, has broken down to the point that repairs are no longer feasible. Additionally, the picnic shelter/restroom building needs to be re-roofed and painted. This project proposes to replace playground equipment and the old shake roof with a metal roof that will have a longer useful life and to upgrade the lighting to energy efficient LED lighting.

The adopted 2019-2024 Capital Improvement Plan identified a construction budget of \$300,000 (Attachment A). This budget does not include a contribution of \$150,000 from Snohomish County which is the subject of this agenda summary (Attachment B).

Staff is currently finalizing a design professional services agreement with a consulting firm and plans to advertise this project this fall.

CITY MANAGER RECOMMENDATION:

The City Manager recommends the City Council authorize the City Manager to execute an Interlocal Agreement with Snohomish County to receive up to \$150,000 for the purpose of helping the City of Mill Creek fund Heron Park playground equipment and related items.

ATTACHMENTS:

- Attachment A: 2019-2024 CIP Project Sheet
- Attachment B: Interlocal Agreement between Snohomish County and the City of Mill Creek for Heron Park Funding

Respectfully Submitted:

Michael G. Ciaravino
City Manager

PROJECT NAME:	Heron Park Playarea Upgrades
PROJECT #:	19-PARK-01
DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Repair / Maintenance

Parks and Trails Project

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

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

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

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

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



**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE
CITY OF MILL CREEK FOR PARK PROJECT FUNDING**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR PARK PROJECT FUNDING (this "Agreement"), is made and entered into this ___ day of _____, 2019, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF MILL CREEK, a Washington municipal corporation (the "City"), each a Party and collectively the Parties, pursuant to Chapter 39.34 RCW.

RECITALS

A. The best interests of the citizens of the County and the City are served through an Interlocal Agreement between the County and the City to participate in a joint undertaking to increase recreational opportunities and facility capacities.

B. The 2007 Comprehensive Parks and Recreation Plan, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

C. The County Executive and the County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

D. The County Council approved Amended Ordinance 18-082, dated on November 19, 2018, which adopted the 2019-2024 Capital Improvement Program as part of the Snohomish County Capital Facilities Plan, and is included as Attachment A, incorporated herein by this reference; and

E. The Council adopted the 2019 Priority Package Detail #619 include funding for certain capital improvement projects, including funding to the City of Mill Creek for playground equipment and related items at Heron Park (the "Project") in an amount up to One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) in REET 2 funds (the "Funds"); and

F. The City of Mill Creek has provided the following; a written request to the County for the funds (Attachment C, incorporated herein by this reference), a description of the project (Attachment D, incorporated herein by this reference), a confirmation from the City indicating ownership interest in the property (Attachment E, incorporated herein by this reference), and a description of the City's involvement and on-going role in planning, design, development, maintenance, and operation of the Project "Attachment F, incorporated herein by this reference); and

G. The Mill Creek City Council, pursuant to Ordinance 2018-837, dated October 23, 2018 which adopted the 2019-2024 Capital Improvement Plan as part of the

City's Capital Facilities Plan, approved a plan update Heron Park, located at 2701 155th ST SE, Mill Creek WA 98012 (the "Project"), which will benefit both County and City residents.

H. Pursuant to this Agreement and Chapter 39.34 RCW, the County wishes to offer the Funds to the City and the City wishes to accept the Funds from the County for the purpose of helping fund the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and 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 define the responsibilities of the County and the City as they relate to the County's provision of Funds to the City for the Project. The design elements and location for the Project are attached hereto and incorporated herein as Schedule C.

2. Effective Date and Duration.

This Agreement and any amendments shall take effect upon execution by the parties and posting of the Agreement on the County's Interlocal Agreements website pursuant to RCW 39.34.040. This Agreement shall remain in effect through December 30, 2020, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that each Party's obligations after December 31, 2019 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

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:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation Department
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6617 phone
(425) 388-6645 facsimile
Tom.Teigen@snoco.org

City's Initial Administrator:

Michael G. Ciaravino
City Manager
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012
(425) 921-5724 phone
michaelc@cityofmillcreek.com

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

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the real property or easements upon which the Project shall be located and additional real property or easements are not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City has monies allocated sufficient to match any funding provided by the County to the City under the terms of this Agreement and will have sufficient monies to complete the Project by the Project deadline identified in Section 4.3 below (the "City's Financial Commitment").

4.3 Project Deadline. On or before December 30, 2020, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.4 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.4.1 Upon completion of the Project or dedication of Heron Park, whichever comes first, the City shall install at the Park a plaque in a form approved by the County and the City that indicates that the County is a financial sponsor of the Project.

4.4.2 The City shall invite the County to all events promoting the Project or Heron Park and recognize the County at all such events as a financial sponsor of the Project.

4.4.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.5 Project Maintenance. The City shall be responsible for on-going capital

improvements to, and maintenance of, the Project and Heron Park. The County makes no commitment to support the Project or Heron Park beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Heron Park except as expressly set forth in this Agreement.

4.6 Availability to County Residents. The City shall make the Park available to all County residents on the same terms as to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Prior to December 30, 2020, the City shall submit to the County an invoice requesting disbursement of the Funds for the Project. The invoice shall provide line item detail for materials, labor and overhead and include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed One Hundred Thousand and no/100 Dollars (\$150,000.00).

5.3 No Overpayments. In the event the Project is completed for less than the combined total of the Funds and the City's Financial Commitment, the County shall remit to the City an amount of Funds equal to the difference between the City's Financial Commitment and the total cost of the Project. In no case shall the City retain Funds which it does not utilize in the Project or that it utilizes in the Project without first exhausting the City's Financial Commitment. Should an overpayment occur, the County shall give prompt written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

5.4 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including Chapter 40.14 RCW.

5.5 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance of the terms of this Agreement.

7. Indemnification/Hold Harmless.

The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any Party arising out of the City's activities under this Agreement and all use of any improvements it may place on Heron Park. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition, development or use of the Heron Park using County's funding associated with this Agreement.

8. Liability Related to the Parties' Ordinances, Policies, Rules and Regulations.

In executing this Agreement, each party does not assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the respective City or the County 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 County or City ordinance, policy, rule or regulation is at issue, the respective party shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the either or both Parties, the responsible Party shall satisfy the same, excluding all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement, by the City, his agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an "Occurrence" form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County upon its request with certificate(s) of insurance and endorsement(s) required by this Agreement.

10. 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.

11. Default and Remedies.

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

11.2 Remedies. In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting Party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days' Notice. Except as provided in Sections 12.2 and 12.3 below, either Party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other Party. The termination notice shall specify the date on which the Agreement shall terminate, which shall not be earlier than thirty (30) days after the date of notice.

12.2 Lack of Funding. This Agreement is contingent upon the Parties receiving governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either Party immediately by delivering written notice to the other Party of the legislative body's decision to deny funding. The termination notice shall specify the date on which the Agreement shall terminate. If funding is not allocated by either Party, then neither Party

is responsible for any damages or consequences arising out of the terms of this Agreement.

12.3 Termination for Breach. In the event that the City fails to complete the Project by December 30, 2020, commits a Default as described in Section 11, or, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

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 or if a Party waives mediation, either of the parties may institute legal action for specific performance of this Agreement or for damages. Parties are responsible for their own legal fees and costs.

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 and their respective contract/project managers. 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. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the Party against whom such modification is sought to be enforced.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

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

15.7 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.

15.8 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.

15.9 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.

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

15.11 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.

15.12 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.

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

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

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

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

City of Mill Creek, a Washington municipal corporation

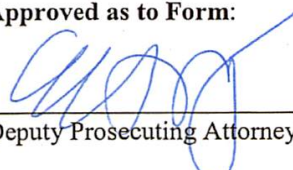
By _____
Name: Dave Somers
Title: Executive

By _____
Name: Michael G. Ciaravino
Title: City Manager

Attest/Authenticate

By _____
Name: Gina Pfister
Title: City Clerk

Approved as to Form:



Deputy Prosecuting Attorney

Approved as to Form:



Office of the City Attorney

ATTACHMENT A

AMENDED ORDINANCE 18-082

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING**

10 of 16



1 **ADOPTED: 11/19/18**
2 **EFFECTIVE: 12/08/18**

3
4 **SNOHOMISH COUNTY COUNCIL**
5 **SNOHOMISH COUNTY, WASHINGTON**

6
7 **AMENDED ORDINANCE NO. 18-082**

8
9 **RELATING TO THE GROWTH MANAGEMENT ACT, ADOPTING THE 2019-2024**
10 **CAPITAL IMPROVEMENT PROGRAM AS PART OF THE SNOHOMISH COUNTY**
11 **CAPITAL FACILITIES PLAN**

12
13 **WHEREAS, the Growth Management Act (GMA), chapter 36.70A RCW, requires counties to**
14 **adopt, as part of a GMA comprehensive plan ("GMACP"), a capital facilities element that includes a**
15 **six-year plan providing for the financing of capital facilities within projected funding capacities and**
16 **clearly identifying sources of public money for such purposes; and**

17
18 **WHEREAS, Snohomish County (the "County") addresses this requirement by annually**
19 **adopting a capital improvement program ("CIP") as an adjunct to its annual budget; and**

20
21 **WHEREAS, GMA Goal 12, RCW 36.70A.020(12), regarding public facilities and services;**
22 **addresses the need to ensure the adequacy of public facilities and services to serve the**
23 **development at the time the development is available for occupancy and without decreasing the**
24 **current levels of service below locally established minimum standards; and**

25
26 **WHEREAS, RCW 36.70A.130(2)(a)(iv) allows the County to amend the GMACP more**
27 **frequently than once per year if the amendment is to the capital facilities element and occurs**
28 **concurrently with the adoption or amendment of the County's budget; and**

29
30 **WHEREAS, GMACP - General Policy Plan (GPP) Capital Facilities Objective 1.B and**
31 **associated policies require the County to develop a six-year financing program for capital facilities**
32 **that meets the requirements of the GMA; and**

33
34 **WHEREAS, on June 28, 1995, the Snohomish County Council (the "County Council") first**
35 **adopted a capital facilities plan as required by the GMA, the 1995-2000 Capital Facilities Plan,**
36 **along with other mandatory elements of Snohomish County's GMACP; and**

37
38 **WHEREAS, on June 10, 2015, the County Council adopted the 2015 Comprehensive Plan**
39 **Update, which included reassessment and updates to the Land Use Element, Transportation**
40 **Element, Parks and Recreation Element, Capital Facilities Plan Element, Future Land Use Map,**
41 **and regulations and policies; and**

42
43 **WHEREAS, the 2015 Capital Facilities Plan Element ("2015 CFP") establishes minimum level**
44 **of service ("LOS") standards for those capital facilities necessary to support development and**
45 **provides an inventory of capital facilities and a forecast of future facility needs; and**

46
47 **WHEREAS, the 2015 CFP identifies the following public capital facilities as necessary to**
48 **support development: fire protection services, surface transportation, parks land and recreational**
49 **facilities, surface water management, electric power, schools, public wastewater systems, and**
50 **public water supply; and**

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 1

1
2 **WHEREAS, Snohomish County Code (SCC) 4.26.024 requires the Snohomish County**
3 **Executive, on an annual basis, to prepare a six-year capital improvement program for the next six**
4 **fiscal years pursuant to the Snohomish County Charter (the "County Charter") and the GMA; and**
5
6 **WHEREAS, section 6.50 of the County Charter requires the County Council to adopt a six-**
7 **year CIP as an adjunct to the annual budget, including a balance of proposed expenses and**
8 **potential revenue sources; and**
9
10 **WHEREAS, the six-year CIP is the document developed by the County to detail the funding**
11 **sources for County capital projects over the next six years and assess whether funding sources**
12 **and regulatory mechanisms are sufficient to maintain the minimum LOS for those capital facilities**
13 **necessary to support development; and**
14
15 **WHEREAS, on November 21, 2017, the County adopted the 2018-2023 Capital Improvement**
16 **Program by Amended Ordinance 17-079, and has adopted regular updates to the capital**
17 **improvement program since 1995; and**
18
19 **WHEREAS, pursuant to the County Charter and the SCC, the County Council will review and**
20 **update its six-year CIP concurrently with the 2019 budget process; and**
21
22 **WHEREAS, on September 25, 2018, the Snohomish County Planning Commission (the**
23 **"Planning Commission") held a public hearing to consider the County's 2019-2024 Capital**
24 **Improvement Program ("2019-2024 CIP"); and**
25
26 **WHEREAS, on September 25, 2018, the Planning Commission sent a letter that stated that at**
27 **the conclusion of the public hearing, the Planning Commission voted to recommend adoption of**
28 **the 2019-2024 CIP; and**
29
30 **WHEREAS, on November 19, 2018, the County Council held a public hearing to consider the**
31 **Planning Commission's recommendations as well as public testimony on the 2019-2024 CIP; and**
32
33 **WHEREAS, the County Council considered the 2019-2024 CIP, which is attached as Exhibit A,**
34 **concurrently with the 2019 budget; and**
35
36 **WHEREAS, the County Council considered the entire hearing record including the Planning**
37 **Commission's recommendation and written and oral testimony submitted during the public**
38 **hearings;**
39
40 **NOW, THEREFORE, BE IT ORDAINED:**
41
42 **Section 1. The County Council adopts the following findings in support of this ordinance:**
43
44 **A. The foregoing recitals are adopted as findings as if set forth in full herein.**
45
46 **B. The ordinance adopts the County's 2019-2024 CIP.**
47
48 **C. The 2019-2024 CIP was developed for compliance with the following GMA requirements:**
49
50

**AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 2**

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1. **RCW 36.70A.070(3)** "A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element." The 2019-2024 CIP includes a six-year financing plan for all of the County's capital facilities. The 2019-2024 CIP also assesses the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their respective minimum level of service (LOS).
 2. **GMA planning Goal 12 (RCW 36.70A.020(12))** "Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards." The 2019-2024 CIP specifies proposed funding sources for the planned capital facilities and contains a "statement of assessment" which addresses the need for a reassessment of land use or other comprehensive plan elements if there is a projected shortfall in revenue (between 2019 and 2024) that causes the LOS for a facility classified as necessary to support development to fall below the minimum level identified in the capital facilities plan. The statement of assessment portion of the 2019-2024 CIP finds that there are no funding shortfalls or regulatory inadequacies that would affect the ability to maintain the minimum LOS for those capital facilities necessary to support development.
- D. The 2019-2024 CIP was developed for consistency with Puget Sound Regional Council Vision 2040 Multicounty Planning Policies (MPP) including: MPP-PS-2 "Time and phase services and facilities to guide growth and development in a manner that supports the regional vision." The County's CFP and the 2019-2024 CIP align with the regional vision to direct growth into urban areas where adequate public infrastructure and services are available or can be provided in an efficient manner by establishing minimum LOS for those public capital facilities necessary to support development and by ensuring that adequate funding and regulatory mechanisms are in place to maintain those minimum LOS.
- E. The 2019-2024 CIP was developed for consistency with Snohomish County Countywide Planning Policy (CPP) PS-13 "Jurisdictions should adopt capital facilities plans, and coordinate with other service providers, to provide the appropriate level of service to support planned growth and development in Urban Growth Areas." The 2019-2024 CIP, a component of the County's CFP, is developed through a coordinated and collaborate process between the County and non-County service providers of public capital facilities such as schools, water and sewer infrastructure and services, and electric power.

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 3

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- F. The 2019-2024 CIP was developed to comply with and implement the following County directives:
 - 1. Section 6.50 of the County Charter "...The county council in considering the budget ordinance proposed by the county executive, may delete or add items, may reduce or increase the proposed appropriations and may add provisions restricting the expenditure of certain appropriations, provided that the county council shall adopt a six (6) year capital improvement program as an adjunct to the budget, including a balance of proposed expenses and potential revenue sources." The County's annual capital improvement program, including the 2019-2024 CIP, is considered and adopted as part of the annual budget.
 - 2. SCC 4.26.024 "The executive shall on an annual basis prepare a capital improvement program for the next six fiscal years pursuant to the county charter and chapter 36.70A RCW." The County's annual capital improvement programs, including the 2019-2024 CIP, are developed for compliance with state and local requirements, and is considered and adopted as part of the annual budget.
 - 3. GPP Objective CF 1.B "Develop a six-year financing program for capital facilities that meets the requirements of the GMA, achieves the county's levels-of-service objectives for county roads and is within its financial capabilities to carry out." The 2019-2024 CIP contains: 1) an adequate financing plan for all County capital facilities, including those necessary to support development, 2) the minimum LOS for those capital facilities necessary to support development, including roads and transit, and 3) a statement of assessment that finds adequate funding and regulatory mechanisms in place to maintain the minimum LOS for those capital facilities necessary to support development.
- G. The 2019-2024 CIP will comply with and implement the following goals, objectives, and policies of the GPP because it is developed in coordination with other providers of public capital facilities and it provides: 1) a six-year financing plan for all County and non-County capital facilities that identifies the funding sources, projects, and schedule, and 2) an assessment of the adequacy of funding and regulatory mechanisms for those public capital facilities necessary to support development to maintain their established minimum LOS:
 - 1. TR Policy 7.A.5 "A locally and regionally coordinated six-year program shall be prepared that finances transportation improvements within projected funding levels and clearly identifies sources of public money."
 - 2. PR Policy 3.A.1 "Apply a level-of-service method to: monitor the level-of-service of park facilities necessary to support development; identify priority parks projects that are necessary to support development; and provide a basis for collecting and allocating park impact mitigation fees."
 - 3. Objective CF 6.A "Update the six-year CIP to include a capital program to efficiently provide quality work space for existing and projected future staffing levels through the year 2035."

AMENDED ORDINANCE NO. 18-092
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 4

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- 4. CF Policy 1.B.1 "The county shall prepare and adopt, a six-year capital improvement program (pursuant to County Charter) that identifies projects, outlines a schedule, and designates realistic funding sources for all county capital projects."
- 5. Goal CF 9 "Coordinate with non-county facility providers such as cities and special purpose districts to support the future land use pattern indicated by this plan."
- 6. Objective CF 10.A "Assist school districts in developing capital facilities plans that clearly depict levels of service and how they will serve existing and projected student enrollments."
- 7. Goal CF 11 "Water supply systems shall provide sufficient fire flow, as established by county development regulations, in order to provide protection at a level of service commensurate with the planned intensity of future development adopted in the comprehensive plan."
- 8. Goal UT 2 "Work with provider agencies of Snohomish County to help ensure the availability of a reliable, high quality water supply for all households and businesses within the county in a manner that is consistent with the comprehensive plan and protection of the natural environment."
- 9. Goal UT 3 "Work with cities and special districts to produce coordinated wastewater system plans for both incorporated and unincorporated areas within UGAs that are consistent with the land use element and city plans."
- 10. Goal UT 4 "Assist electric utility providers in fulfilling their public service obligations through planning for adequate system capacity to accommodate forecasted growth in a manner that is consistent with the comprehensive plan and protection of the natural environment."

H. Procedural requirements.

- 1. The proposal is a Type 3 legislative action under SCC 30.73.010.
- 2. The environmental impacts of this proposal are within the range of impacts analyzed by the draft environmental impact statement (DEIS) and final environmental impact statement (FEIS) during the update to the GMACP in 2015. No new probable significant adverse environmental impacts from this ordinance have been identified. Therefore, State Environmental Policy Act (SEPA) requirements with respect to this non-project action have been met through issuance on September 7, 2018, of Addendum No. 16 to the FEIS for the 2015 Comprehensive Plan Update.
- 3. Pursuant to RCW 36.70A.106(1), a notice of intent to adopt this ordinance was transmitted to the Washington State Department of Commerce ("Commerce") for distribution to state agencies on August 30, 2018.
- 4. The public participation process used in the adoption of this ordinance has complied with all applicable requirements of the GMA and the SCC.

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 5

1 5. The Washington State Attorney General last issued an advisory memorandum, as
2 required by RCW 36.70A.370, in December of 2015 entitled "Advisory
3 Memorandum: Avoiding Unconstitutional Takings of Private Property" to help local
4 governments avoid the unconstitutional taking of private property. The process
5 outlined in the State Attorney General's 2015 advisory memorandum was used by
6 Snohomish County in objectively evaluating the regulatory changes proposed by
7 this ordinance.
8

9 I. This ordinance is consistent with the record as set forth in PDS staff reports relating to this
10 proposal dated August 10, 2018, and September 7, 2018.
11

12 **Section 2. The County Council makes the following conclusions:**
13

14 A. The 2019-2024 CIP is consistent with and complies with the procedural and substantive
15 requirements of the GMA.
16

17 B. The 2019-2024 CIP is consistent with and implements the MPPs, CPPs, and GPP.
18

19 C. All SEPA requirements with respect to this non-project action have been satisfied.
20

21 D. This proposal does not result in an unconstitutional taking of private property for a public
22 purpose and does not violate substantive due process guarantees.
23

24 Section 3. The County Council bases its findings and conclusions on the entire record of the
25 Planning Commission and the County Council, including all testimony and exhibits. Any finding
26 which should be deemed a conclusion, and any conclusion which should be deemed a finding, is
27 hereby adopted as such.
28

29 Section 4. The 2019-2024 CIP, attached hereto as Exhibit A and incorporated by reference to this
30 ordinance, is hereby adopted as the six-year capital improvement program required by the GMA,
31 County Charter, MPPs, CPPs, SCC, and GPP based on the foregoing findings of fact and
32 conclusions.
33

34 Section 5. The 2019-2024 CIP adopted by this ordinance supersedes all other County capital
35 improvement programs. The 2019-2024 CIP shall control in the event of any inconsistency
36 between the 2019-2024 CIP and any other capital improvement program adopted by the County.
37

38 Section 6. Severability and Savings. If any section, sentence, clause or phrase of this ordinance
39 shall be held to be invalid or unconstitutional by the Growth Management Hearings Board ("Board")
40 or a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity
41 or constitutionality of any other section, sentence, clause or phrase of this ordinance. Provided,
42 however, that if any section, sentence, clause or phrase of this ordinance is held to be invalid by
43 the Board or court of competent jurisdiction, then the section, sentence, clause or phrase in effect
44 prior to the effective date of this ordinance shall be in full force and effect for that individual section,
45 sentence, clause or phrase as if this ordinance had never been adopted.
46

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 6

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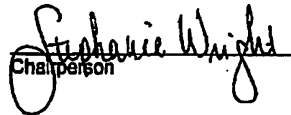
Section 7. Budget notes and conditions.

A. **Budget Notes.** The 2019-2024 Capital Improvement Program is adopted with the following statements of County Council intent and requests for information or agency action:

1. **Use of REET 2 funds in future years for city partnership projects.** Use of REET 2 funds in future years for city partnership projects in the Community Parks program as set forth in the 2019-2024 Capital Improvement Program are subject to the availability of REET 2 funds.

PASSED this 19th day of November, 2018.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

ATTEST:

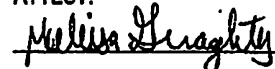

Clerk of the Council

APPROVED
 VETOED
 EMERGENCY

DATE: 11/19, 2018


Snohomish County Executive

ATTEST:


Approved as to form only:
Deputy Prosecuting Attorney

D-16

AMENDED ORDINANCE NO. 18-082
RELATING TO THE GROWTH MANAGEMENT ACT,
ADOPTING THE 2019-2024 CAPITAL IMPROVEMENT
PROGRAM AS PART OF THE SNOHOMISH COUNTY
CAPITAL FACILITIES PLAN - 7

**ATTACHMENT B
PRIORITY PACKAGE DETAIL**

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING**

11 of 16

**Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail**

Package Type CIP - Capital **Department:** 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg **Package ID #:** 619

Category: Community

Description: Replaces narrative of CITY PARTNERSHIPS in Community Parks CIP with detailed projects from each Snohomish County Council District; sets out \$150,000 in funding for each district for a total of \$750,000 for all projects. No change in total use of REET 2.

CEDAR FIELD IMPROVEMENTS: Installation of artificial turf throughout the entire baseball field utilized for play. New field lighting will also be installed. Project is in partnerships with the City of Marysville.

Prior Year Balance: \$0
2019: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

TERRACE PARK IMPROVEMENTS: Addition of structured terraces for seating for special events at amphitheater as well as improved ADA accessibility. Project in partnership with the City of Arlington.

Prior Year Balance: \$0
2019: \$40,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

FRANK MASON PARK IMPROVEMENTS: Improvements to the existing gravel parking area to provide expanded parking, ADA accessibility, and improved water quality from parking lot runoff. Project in partnership with the City of Granite Falls.

Prior Year Balance: \$0
2019: \$35,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

WHITEHORSE PARK IMPROVEMENTS: Infrastructure improvements to support increased camping availability. Improvements to enhance park amenities. Project in partnership with Town of Darrington.

Prior Year Balance: \$0
2019: \$25,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

**Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail**

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

HERON PARK IMPROVEMENTS: Improvement of playground equipment including swings, slides, and related items. Project is in partnership with the City of Mill Creek.

Prior Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

LAKE TYE IMPROVEMENTS: Replacing grass with artificial turf for a multi-sport ball field. Project in partnership with the City of Monroe.

Prior Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

CIVIC PARK IMPROVEMENTS: Funding towards various projects, including the addition of a gathering plaza with a water feature, a walking path around the perimeter, a multi-use sport court and exercise equipment, a picnic area, and restroom. Project is in partnership with the City of Edmonds.

Prior Year Balance: \$0
2019: \$150,000 (REET 2)
Future Years: 2020 - \$150,000 (REET 2); 2021 - \$150,000 (REET 2)

Project Start/End Date: 2019

EVERETT PARKS PROJECT: Project in partnership with the City of Everett.

Prior Year Balance: \$0
2019: \$80,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

MUKILTEO LITTLE LEAGUE: Field improvements. Project in partnership with City of Mukilteo.

Prior Year Balance: \$0

**Snohomish County 2019 Budget - Council Adopted 11/19/2018
Priority Package Detail**

Package Type CIP - Capital

Department: 09 Parks And Recreation

Short Name: 09 Parks City Partnerships Projects CIP Pkg

Package ID #: 619

Category: Community

2019: \$50,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

MUKILTEO WATERFRONT PROMENADE: Project in partnership with City of Mukilteo.

Prior Year Balance: \$0
2019: \$20,000 (REET 2)
Future Years: \$0

Project Start/End Date: 2019

Justification:

SUMMARY EXPENDITURE/REVENUE/FTE BY FUND:

EXPENDITURE/NEW REVENUE DETAIL:

CIP - Capital:

Fund	SubFund	Division	Program	SubProgram	2019	2020	2021	2022	2023	2024
309	001	Parks Construction	985 Parks And Recreation -	944 Community				033	City Parks Bond	
		Category								
309.51094403325211		City Prks-Pass Thru Fnds-R	\$150,000	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0
309.51094403325211		City Prks-Pass Thru Fnds-R	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
309.51094403325211		City Prks-Pass Thru Fnds-R	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
309.51094403325211		City Prks-Pass Thru Fnds-R	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
309.51094403325211		City Prks-Pass Thru Fnds-R	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
309.51094403325211		City Prks-Pass Thru Fnds-R	(\$750,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Program Totals	\$0	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0
		GRAND TOTAL - CIP EXPENDITURES:	\$0	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0

CIP - Funding Source:

Funding Source	2019	2020	2021	2022	2023	2024
REET II		\$150,000	\$150,000	\$0	\$0	\$0
GRAND TOTAL - CIP REVENUES:		\$150,000	\$150,000	\$0	\$0	\$0

**ATTACHMENT C
WRITTEN REQUEST FOR COUNTY FUNDS**



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

May 09, 2019

Russ Bosanko, Division Manager
Park Maintenance, Operations, Capital and Community Partnerships
Snohomish County Parks, Recreation & Tourism
6705 Puget Park Drive, Snohomish WA 98296

SUBJECT: Request for Funding

Dear Russ Bosanko,

The City of Mill Creek is requesting funding in the amount of \$150,000 from Snohomish County Parks, Recreation & Tourism to use for the Mill Creek Heron Park Upgrades Project. Heron Park is located at 2701 155th St. SE. This funding will be combined with \$410,000 in City funds to cover the full cost of the project.

Thank you for your support of our community parks.

Sincerely,

Michael Ciaravino
City Manager

**ATTACHMENT D
DESCRIPTION OF PROJECT**

PROJECT NAME:	Heron Park Playarea Upgrades
PROJECT #:	19-PARK-01
DEPARTMENT	Public Works and Development Services
CATEGORY	Parks
TYPE	Repair / Maintenance

Parks and Trails Project

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

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

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

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

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



ATTACHMENT E

DESCRIPTION OF PROPERTY AND PROOF OF CITY OWNERSHIP OF PROPERTY

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING** 14 of 16

4/29/2019

Snohomish County Online Property Information


Snohomish County Online Property Information

Legend

- Street Names
- Cities
- Unincorporated County
- Incorporated City
- Tax Parcels
- Rural Miles
- Township/Range Grid
- Section Grid
- Airports
- 2012 Aerial Photo

Disclaimer:
All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

Printed on: 4/29/2019

 Snohomish County <small>Online Government Information & Services</small> Washington					
Property Account Summary 4/29/2019					
Parcel Number	00791700010200	Property Address	UNKNOWN UNKNOWN, UNKNOWN,		
General Information					
Property Description	PARKSIDE BLK 000 D-00 TR 102				
Property Category	Land and Improvements				
Status	Active, Locally Assessed				
Tax Code Area	00520				
Property Characteristics					
Use Code	761 Parks - General Recreation				
Unit of Measure	Acres(s)				
Size (gross)	1.78				
Related Properties					
No Related Properties Found					
Parties					
Role	Percent	Name	Address		
Taxpayer	100	MILL CREEK CITY OF	15728 MAIN ST, MILL CREEK, WA 98012-1518		
Owner	100	MILL CREEK CITY OF	15728 MAIN ST, MILL CREEK, WA 98012-1518		
Property Values					
Value Type	Tax Year 2019	Tax Year 2018	Tax Year 2017	Tax Year 2016	Tax Year 2015
Taxable Value Regular					
Exemption Amount Regular	\$1,127,800	\$1,052,800	\$977,800	\$677,800	\$527,800
Market Total	\$1,127,800	\$1,052,800	\$977,800	\$677,800	\$527,800
Assessed Value	\$1,127,800	\$1,052,800	\$977,800	\$677,800	\$527,800
Market Land	\$1,127,800	\$1,052,800	\$977,800	\$677,800	\$527,800
Market Improvement					
Personal Property					
Active Exemptions					
Government Property					
Events					
Effective Date	Entry Date-Time	Type	Remarks		

ATTACHMENT F

**CITY'S ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE,
AND OPERATION OF THE PROJECT**

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING**

15 of 16

CITY'S ROLE IN THE PLANNING, DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATION OF THE PROJECT

The Heron Park upgrades are repairs that are necessary, and have garnered a significant amount of community support. Because of this, the City has taken steps to ensure the safety of park visitors by planning and prioritizing this project. The Heron Park project is currently on the City's capital improvement plan, with the design phase planned for 2019 and construction in 2020. On the capital improvement plan, the proposed project is identified as meeting several of the city's goals such as providing community preservation, recreational opportunities, public safety, and being in alignment with the city's long-term planning.

Heron Park is one of the staff's top park project recommendations, and the city has taken an active role in planning the project with resident input in mind. Several factors have been taken into account such as accessibility, aesthetics, and safety. The scope of work for this project comes from evaluations of the park and its onsite facilities. Although not designed/constructed yet, the city will take an active part in ensuring that all phases of the project are executed and coordinated as efficiently as possible, with the interests of all stakeholders in mind.

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL
CREEK FOR PARK PROJECT FUNDING**

16 of 16



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, March 5, 2019

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. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

There were no comments from the audience.

NEW BUSINESS

B. Adopt-A-Ship Program with the USS Ralph Johnson

Interim City Manager Bob Stowe reviewed discussion and direction from the February 6 Council meeting regarding the potential adoption of the USS Ralph Johnson. City Manager Stowe explained that Council action would be ceremonial and that staff and volunteers would coordinate post-adoption activities.

Councilmember Steckler and Councilmember Bond spoke to their visit on the ship, support of the adoption, and how the partnership will build better ties between the troops assigned to the ship, its home port, and the local community.

Council engaged in discussion.

March 5, 2019 REGULAR COUNCIL MEETING MINUTES

Councilmember Bond made a motion to ceremonially adopt the USS Ralph Johnson. Councilmember Steckler seconded the motion. The motion passed unanimously.

STUDY SESSION

C. Surface Water Bond Financing Introduction

Interim City Manager Bob Stowe explained that tonight's presentation is a first introduction into the financing process to fund the surface water program identified in the 2019-2024 Capital Improvement Plan.

City Manager Stowe introduced DA Davidson Senior Vice President, and Mill Creek resident, Jim Nelson, who led Council through a [PowerPoint](#) presentation highlighting the financing process. Mr. Nelson reviewed bond planning, types of bonds, debt capacity, public bond sale vs. private placement, bond rating, interest rate trends, LTGO vs. revenue bond, and payment schedules. Mr. Nelson detailed case examples of four other local agencies. Mr. Nelson reviewed the financing timeline and next steps, and explained the purpose and intent of a reimbursement resolution.

Council engaged in discussion.

D. Mill Creek Sports Park Concession Stand Rental Rates

Director of Communications & Marketing Joni Kirk facilitated a study session focused on the Mill Creek Sports Park concession stand rates. Director Kirk reviewed previous policies and amendments, and briefed Council on the history of concession stand fees.

Council discussed user groups, use of the concession stand and other benefits, practices of other jurisdictions, storage fees, off season use, potential cleaning fees, and reviewed the 2018 Mill Creek Sports Park Concession Agreement.

This item will be brought back to Council at the next regularly scheduled Council meeting.

E. Community Funding Update

Interim City Manager Bob Stowe facilitated a study session giving Council the opportunity to discuss various community funding options and provide direction to staff.

City Manager Stowe reviewed the Regional Human Services Funding Report prepared by the City of Bainbridge Island describing the approaches used by several cities to funding non-profit social service groups or neighborhood organizations. Council studied known social service groups that have received funding from the City dating back to 2000.

After discussion, Council agreed to set criteria to evaluate group and organization needs that aligns with the mission and vision of the City. This item will be brought back

March 5, 2019 REGULAR COUNCIL MEETING MINUTES

for another study session at a later date.

CONSENT AGENDA

- F. City Council Meeting Minutes of November 6, 2018
- G. City Council Meeting Minutes of November 13, 2018

Councilmember Bond made a motion to approve the consent agenda. Councilmember Steckler seconded the motion. The motion passed unanimously.

REPORTS

H. Mayor/Council

Mayor Pro Tem Holtzclaw reported that he attended the Snohomish County Tomorrow Steering Committee meeting on February 27. Mayor Pro Tem Holtzclaw suggested having Chris Collier from the Alliance for Housing Affordability give a presentation at an upcoming Council meeting.

Councilmember Todd reported on the Puget Sound Regional Council (PSRC) Executive Board meeting presentation on February 28 and provided [handouts](#) of the materials to Council. Councilmember Todd encouraged Council to attend one of PSRC's open houses regarding the Vision 2050 draft supplemental environmental impact statement.

I. City Manager

- Council Planning Schedule
- Council Liaison Positions

Interim City Manager Bob Stowe reported on HB 1923 that promotes density and affordability in cities. City Manager Stowe explained that while there are some good policy points, the bill starts to erode decision making of individual municipalities.

Council engaged in discussion and agreed to send opposition letters to the City's State Representatives and the Association of Washington Cities (AWC). City Manager Stowe will draft a letter for Council's approval.

J. Staff

- Design Review Board Meeting Minutes of December 20, 2018
- Planning Commission Meeting Minutes of January 17, 2019

AUDIENCE COMMUNICATION

K. Public comment on items on or not on the agenda

Barbara Heidel, a Mill Creek resident, commented on the community funding discussion that took place during tonight's meeting. Ms. Heidel stated that she appreciated Council's awareness of using their microphones.

Jon Ramer, City Parade Coordinator and Mill Creek resident, thanked Council for their support in adopting the USS Ralph Johnson and announced that the ship captain

March 5, 2019 REGULAR COUNCIL MEETING MINUTES

would like to present Council with a plank of appreciation at a future Council meeting.

RECESS TO EXECUTIVE SESSION

(Confidential session of the Council)

- L. The meeting recessed to executive session at 8:15 p.m. for up to 15 minutes which was subsequently extended until its conclusion at 8:46 p.m. City Attorney Scott Missall was present during the executive session. No action was taken.

- To discuss potential litigation pursuant to RCW 42.30.110(1)(i)

At 8:29 p.m. Councilmember Todd made a motion to extend the meeting up to 8:45 p.m. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

- M. The meeting reconvened to regular session at 8:46 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:46 p.m.

Pam Pruitt, Mayor

Gina Pfister, City Clerk

March 5, 2019 REGULAR COUNCIL MEETING MINUTES

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 ³⁰	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			

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: June 26, 2019

July 2, 2019

(Agenda Summary due June 24)

- Server Upgrades - James
- Emergency Operations Center – Chief
- Resolution to Accept Grant Award – Gina H
- Heron Park ILA w/Snohomish County – Gina H

July 9, 2019

(Agenda Summary due July 1)

- LTAC Grant – Meredith
- Study Session: Grant Funding Application Criteria and Process – Peggy
- Study Session: PW Shop – Gina H
- Study Session: Huntron Lease – Peggy
- Spine Road Professional Services Contract – Gina H
- Comcast Settlement Agreement – Scott Missall

July 23, 2019

(Agenda Summary due July 15)

September 3, 2019

(Agenda Summary due August 26)

September 10, 2019

(Agenda Summary due September 2)

- Presentation: Waste Management
- 2020 Community Events – TBD

September 10, 2019

(Agenda Summary due September 2)

- Presentation: Swift Orange Line – Community Transit

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

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Council	2	3	4	5
6	7	8 Council	9	10	11	12
13	14	15	16	17	18	19
20	21	22 Council	23	24	25	26
27	28	29	30	31		

NOVEMBER						
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	29	30

Possible Work Session Topics for Discussion

- Utility Project Management - Michael
- Hotel/Motel Theater Tax - Michael
- ST3 Stations - Sound Transit
- Legislative Retreat - Michael
- Gold Star Memorial - Michael
- Dobson Remillard Property - Michael
- Fleet Program - Gina H/Greg/Peggy
- Bike Lanes - Gina H
- Community Funding Criteria and Source of Funds - Michael
- Surface Water System Study Group - Gina H
- Updates to the Governance Manual - Michael
- Compensation Strategies - Charlie



Design Review Board Agenda

15728 Main Street, Mill Creek, Washington 98012

April 18, 2019
5:15 p.m.
COUNCIL CHAMBERS

- | | |
|--|------------------|
| I. CALL TO ORDER: | 5:15 p.m. |
| II. ROLL CALL: | 5:15 p.m. |
| III. APPROVAL OF MINUTES: | 5:16 p.m. |
| A. Approval of February 21, 2018 Meeting Minutes ⁽¹⁾ | |
| IV. NEW BUSINESS: | 5:17 p.m. |
| A. Muttley Square Building Elevations and Landscaping ⁽²⁾ | |
| V. ADJOURNMENT: | 6:00 p.m. |

ATTACHMENTS:

1. February 21, 2019 Meeting Minutes
2. Staff Report and Proposed Elevations and Plans

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**CITY OF MILL CREEK
DESIGN REVIEW BOARD MEETING MINUTES
April 18, 2019**

Approved June 20, 2019

DRB Members:

Dave Gunter, Chair
David Hambelton, Vice Chair
Tina Hastings
Diane Symms
Beverly Tiedje

Community Development Staff:
Christi Schmidt, Senior Planner
Sherrie Ringstad, Associate Planner

I. CALL TO ORDER:

Chair Gunter called the meeting to order at 5:13 p.m.

II. ROLL CALL:

All members were present as noted above.

III. MINUTES:

A. Minutes of February 21, 2019

MOTION: Vice Chair Hambelton moved, seconded by Member Symms, to approve the February 21, 2019 minutes as presented. The motion was approved unanimously.

IV. NEW BUSINESS:

Muttley Square Building Elevations, Landscaping and Monument Sign

Senior Planner Christi Schmidt noted that the project before the DRB was an animal daycare and boarding facility to be known as Muttley Square. The DRB will be reviewing the building elevations including colors and materials, the landscape plan and the monument sign. She shared a vicinity map and described the location, and noted that a majority of the two acre site is covered with wetlands. Ms. Schmidt stated that the Binding

Design Review Board Meeting Minutes
April 18, 2019
Page 2

Site Plan for the development was reviewed and approved by the Hearing Examiner at a public hearing on March 25, 2019, and the approval was final on April 8th. She shared site photos of existing conditions.

Building Elevations, Materials, and Colors

Ms. Schmidt stated that all six buildings on-site are proposed to have a consistent residential appearance with commercial grade materials. The main office will be one-story and the five boarding units, which are required to be sprinkled, will be two-stories with an upper deck. Each building will have a pavement patio at the entry. The buildings will all have a pitched gable entry with wood columns in the color of Texas Honey Brown/Cedar on each side to create a focal point at the entry with windows framing the doorway. Ms. Schmidt stated that each individual dog home will have a fenced yard.

The pet boarding cottages will have a rotating staff, day shift and night shift. Services in the cottages are dog boarding by appointment. Grooming services will also be provided at the main office as well as a small retail store of pet products.

In response to a question regarding how many animals the facility would accommodate, Sandra Martin, with Capital Architects, explained that each boarding house will have 8 – 10 dogs per house, separated by breed and temperament. The staff person taking care of them can monitor animals on both levels and separate them as needed. Staff will have access to amenities such as the kitchen, bathroom and laundry facilities.

Ms. Schmidt stated that as proposed, staff believes that the building elevations are in compliance with the design guidelines contained in the Code and is recommending approval.

In response to a question regarding the trash enclosure, Ms. Schmidt explained that it will be constructed of CMU and have a chain link gate with slats.

MOTION: Member Tiedje moved, seconded by Member Symms, to approve the building elevations for Muttley Square as conditioned in the staff report. The motion was approved unanimously.

Monument Sign

Ms. Schmidt stated that the Code requires monument signs to be setback 5 feet from the right-of-way, have the business name and address only, and coordinate with building colors and project landscaping. She described the proposed monument sign, noting that the sign will have the name, Stella and Floyd's Muttley Square and a logo. Ms. Schmidt stated that the Code allows a maximum sign area of 16 square feet and a maximum height of 42 inches. As proposed the sign exceeds the amount allowed by Code; thus, staff is recommending a Condition of Approval requiring the sign to be modified to meet the MCMC dimensional requirements for both maximum height and area.

Design Review Board Meeting Minutes
April 18, 2019
Page 3

The proposed sign colors coordinate with the building colors and the sign meets the 5-foot setback requirement. As conditioned staff finds the proposed sign to be in compliance with the design guidelines contained in the Code and is recommending approval.

In response to a question, Ms. Schmidt noted that the fence as shown needs to be relocated to the south outside of the roadway buffer tract.

MOTION: Member Tiedje moved, seconded by Member Symms, to approve the monument sign for Muttley Square as conditioned in the staff report, including the condition requiring the sign to be reduced in size to meet the dimensional requirements contained in the Code. The motion was approved unanimously.

Landscape Plan

Ms. Schmidt stated that the 35-foot wide roadway buffer is proposed to be planted from back of the curb with lawn, Bowhall Maple, Katsura and a shrub mix consisting of Pygmy Barberry, David's Viburnum, Dwarf Heavenly Bamboo, Red Twig Dogwood, Munstead Lavender, Silver Maiden grass, Dwarf Fountain grass and Blue Oat grass with a groundcover of Elijah Blue Fescue.

The spacing on the groundcover (Blue Fescue) is called out as 18 inches on center. To achieve the coverage required by the Code, staff is recommending a Condition of Approval requiring that spacing on the Blue Fescue be 10 inches on center.

Vice Chair Hambelton noted that in the roadway buffer to the left of the entrance, the red twig dogwood is lined up in a row. He feels it would look better and create a more natural appearance if the spacing was a random pattern.

The Board briefly discussed the pathway through the dog park. Ms. Martin confirmed that they will be using concrete pavers similar to a grasscrete for the pathway.

Ms. Schmidt noted that several different kinds of fencing are proposed including:

- Split rail with a mesh backing around the NGPA.
- Around the five boarding houses and the private dog park an approximately 72 inch high wood post fence with a wire mesh panel.
- Along the perimeter of the site, the applicant is proposing a 62 inch high wood post privacy fence with a solid metal panel with access gates that are 66 inch high. The posts are wood, but the metal mesh and panel colors are not specified on the plans for the dog house fence and perimeter fence.

The Board agreed that the color of the metal mesh and metal panel should coordinate with the proposed color palette for the buildings.

Design Review Board Meeting Minutes
April 18, 2019
Page 4

MOTION: Vice Chair Hamblton moved, seconded by Member Hastings, to approve the landscape plan for Muttley Square as conditioned in the staff report with the following additional conditions:

- The spacing on the Red Twig Dogwood should be a more natural pattern
- The color palette for the metal mesh and metal panel in the fence will coordinate with the building color palette.

The motion was approved unanimously.

V. ADJOURNMENT:

Chair Gunter adjourned the meeting with the consensus of the Board at 5:52 p.m.

Submitted by:



Sherrie Ringstad, Associate Planner

Sherrie Ringstad, Associate Planner



PLANNING COMMISSION AGENDA

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

April 18, 2019

Regular Meeting

7:00 p.m.

	TIME
I. CALL TO ORDER	7:00 p.m.
II. ROLL CALL	7:01 p.m.
III. APPROVAL OF MINUTES	7:02 p.m.
A. Planning Commission Meeting of March 21, 2019 ⁽¹⁾	
IV. PUBLIC HEARING	7:03 p.m.
A. Wireless Communication Facilities ⁽²⁾	
V. WORK SESSION	7:40 p.m.
A. 2019-2020 Development Services Work Program ⁽²⁾	
VI. FOR THE GOOD OF THE ORDER	7:50 p.m.
VII. ADJOURNMENT	8:00 p.m.

ATTACHMENTS:

1. March 21, 2019 Planning Commission Minutes
2. Planning Commission Resolution with Attachments
3. 2019-2020 Development Services Work Program

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**CITY OF MILL CREEK
PLANNING COMMISSION MEETING MINUTES
April 18, 2019**

Approved June 20, 2019

I. CALL TO ORDER:

Chair Eisner called the meeting to order at 7:00 p.m.

II. ROLL CALL:

Chair Stan Eisner	Staff:
Vice Chair Matthew Nolan	Tom Rogers, Development Services Manager
Commissioner Steven Maloney (absent)	Sherrie Ringstad, Associate Planner
Commissioner Brian Hyatt (absent)	
Commissioner Daniel Mills	
Commissioner Jennifer Parker (absent)	
Commissioner Dennis Teschlog	

III. APPROVAL OF MINUTES

Planning Commission Meeting of March 21, 2019

MOTION: Vice Chair Nolan moved, seconded by Commission Mills, to approve the March 21, 2019 minutes as presented. The motion was approved unanimously.

IV. PUBLIC HEARING

Small Cell Wireless Facilities – Proposed Code Amendments

Associate Planner Sherrie Ringstad noted that the subject of the public hearing is proposed amendments to the Mill Creek Municipal Code relating to wireless communication facilities. She presented a brief PowerPoint presentation including a background, noting that the Commission has reviewed the proposed Code Amendments in numerous work session. She officially entered into the record the draft Planning Commission Resolution, the attached staff report, the draft Council Ordinance containing the proposed amendments, as well as any public testimony received this evening.

Ms. Ringstad stated that a Determination of Non-Significance was issued for the proposed amendments on March 26, 2019, and the appeal period expired on April 9, 2019, and no appeals were received. The public hearing was noticed in the required ways such as publishing a notice in the paper of record and posting on the City Hall and Library bulletin boards. In addition, staff worked with the Communications and Marketing Department and made an extra effort to get the word out through the City's social media outlets.

Ms. Ringstad gave a board overview of the proposed amendments noting that in addition to peripheral amendments, a new MCMC Chapter 17.29 is proposed addressing all types of wireless communication facilities. She noted that Crown Castle had three comments/requests and stated that staff was able to address two as follows:

Planning Commission Minutes
April 18, 2019
Page 2

17.29.050.B(2) If the proposed site is not owned by the City, the name, and address and phone number of the owner and a signed document or lease confirming that the applicant has the owner's permission to construct documentation establishing the lease or easement right and permission of the property owner to locate the macro facility on the private property;

17.29.260 D (1) - Each strand mounted facility shall not exceed three (3) cubic feet in volume, unless the applicant can demonstrate, to the satisfaction of the Director, that the three (3) cubic feet maximum is technically infeasible;

Crown Castle's third request was regarding the requirement that Macro facilities be located at least 150 feet from residential structures and the right-of-way. Ms. Ringstad stated that this requirement was codified when the Council originally adopted the Code regulating Macro facilities as Conditional Uses. At that time staff looked at all land available in the residential areas that would meet this criteria such as the nature preserve, the golf course, the schools and City parks and it was felt that there were adequate opportunities for locating Macro facilities without having to allow them close to residences. The Commission concurred and no further amendment of the Code was proposed.

Chair Eisner opened the public testimony portion of the hearing at 7:15 p.m.

Kari Marino, Verizon Wireless, 32345 158th Ave SE, Bellevue, WA 98008

Ms. Marino, a representative of Verizon, thanked the Commission for the opportunity to comment on the proposed Code Amendments. She noted that the reliance on wireless technology has grown incredibly in last several years. Many businesses and residents in the city rely on wireless devices for many purposes such as 24/7 monitoring for medical devices, smart sensors for traffic lights, smart door bells. In addition, 80% of all 911 calls originate on cell phones. Ms. Marino thanked the City for their collaborative approach in working with Elana Zana with Ogden, Murphy Wallace and for reaching out to Snohomish County PUD and all of the carriers to ensure that we have a viable path forward.

Kathy Putt, Crown Castle, Government Affairs Manager, Bellevue, WA

Ms. Putt explained that Crown Castle is a provider of wireless communication facilities for other carriers. She thanked for Commission for their consideration and applauded the work of staff and the City Attorney. Ms. Putt said that Crown Castle concurs with the amendments proposed by staff to address Crown Castle's most recent comments. She also addressed the Commission's earlier question regarding why they wouldn't always have a lease with the property owner and explained that they may not always be working directly with the property owner, but they would always have something that could demonstrate that they have the right to use the property.

Sherry Clemens, 2703 143rd Place SE, Mill Creek, WA 98012

Ms. Clemens, a Mill Creek resident, stated that she is representing humanity, with respect to the health aspects of exposure to radio waves. She stated that 5G is different technology employing the use of high frequency millimeter waves, which are very dangerous. This is military grade technology. Ms. Clemens added that there has been no research or studies on the health risks associated with 5G technology. She asked the Commission to consider doing what the City of Portland Oregon has done and not rush into approving Code amendments but rather to take a wait and see approach. She stated that we need to listen to the 26,000 scientists who petitioned the

Planning Commission Minutes
April 18, 2019
Page 3

World Health Organization. Ms. Clemens submitted the following documents into the record: USA City Ordinances to Limit and Control Wireless Facilities Small Cells in Rights-of-Ways (7 pages) and Biological Effect of Millimeter Radiowaves (5 pages), both of which are attached.

Kevin Clemens, 2703 143rd Place SE, Mill Creek, WA 98012

Mr. Clemens said that he concurred with his wife's statements, especially with regard to taking a wait and see approach. He believes the wireless facilities are dangerous and that more Mill Creek residents need to be involved in the decision. Mr. Clemens said that he believes the City should prohibit small cell facilities in residential areas.

Hearing no further requests to comment Chair Eisner closed the public comment portion of the hearing at 7:30 p.m. and opened the floor for Commission deliberation.

Commissioner Teschlog asked if MCMC Section 17.29.260.D.1, limiting the strand mounted facility to three cubic feet in volume, should identify a not to exceed maximum. Planning and Development Services Manager Rogers explained that the intent is that three cubic feet is the maximum. To be allowed a larger size, they have to demonstrate to the satisfaction of the Director that it is necessary. This isn't a concession they would receive without being able to make a solid case for the exception and even then, they would only receive the minimum amount necessary.

Vice Chair Nolan thanked the people who testified. He also thanked staff, the City Attorney, and the carriers who participated.

At 7:35 p.m. Chair Eisner officially closed the public hearing and read the Planning Commission Resolution title into the record as follows:

“A RESOLUTION OF THE CITY OF MILL CREEK PLANNING COMMISSION,
RECOMMENDING APPROVAL TO THE MILL CREEK CITY COUNCIL OF
AMENDMENTS TO THE MILL CREEK MUNICIPAL CODE AMENDING TITLE 17.28
CONDITIONAL USE TO REMOVE WIRELESS COMMUNICATION FACILITIES AND
ADOPTING A NEW CHAPTER 17.29 AUTHORIZING AND ESTABLISHING STANDARDS
FOR THE DEPLOYMENT OF ALL WIRELESS COMMUNICATION FACILITIES.”

MOTION: Vice Chair Nolan moved, seconded by Commissioner Mills, to approve Planning Commission Resolution 2019-0166 recommending approval of WCF Amendments to the Mill Creek City Council, including the two revisions proposed by staff to address Crown Castle's comments. The motion was approved unanimously.

Planning Commission Minutes
April 18, 2019
Page 4

V. WORK SESSION

2019 – 2020 Development Services Work Program

Planning and Development Services Manager Tom Rogers reviewed the 2019-2020 Development Services Work Program with the Commission. Some of the highlights were:

Mill Creek Boulevard Subarea Plan

As the Commission is aware, the budget includes funding to prepare a subarea plan for the Mill Creek Boulevard Subarea. The Council is set to hire the consultant, Otak, at their upcoming meeting.

Commissioner Teschlog advised the Commission and staff that he has a professional relationship with Otak, although not in connection with this particular project. He asked if this would require him to recuse himself from discussion. Mr. Rogers said that he believes that Commissioner Teschlog can participate in discussions as a member of the Planning Commission, but if he wanted to serve on the Steering Committee, staff could check with the City Attorney for a legal opinion on whether it could be perceived as creating a conflict of interest.

The Farm Off-Site Wetland Mitigation

Mr. Rogers explained that the Pacific Topsoils site has been purchased by the Developer of The Farm Binding Site Plan to be used for off-site mitigation. At the end of the monitoring period in five years, the City will have the opportunity to accept this land as passive park property. At this time staff will be documenting existing conditions on the site. In 2020 staff will also be looking for potential partnership opportunities to further develop, enhance and maintain the property. Potential partners include groups such as Forterra, Snohomish County, Audubon Society, etc.

Business Park Zoning Code Amendments

Mr. Rogers stated that staff will be looking at principal uses allowed in the Business Park zone district to see if additional uses compatible with the zone district might be added.

Sign Code Review

In the fourth quarter of 2019 staff is scheduled to look at the sign code to ensure consistency with federal laws and for other potential housekeeping amendments.

North Creek Trail Study

The Planning and Development Services Division will be working with the Engineering Division on this project. While the North Creek Trail is substantially complete, there are sections of this Trail that aren't completed yet. The study will look at access gaps, ADA access, coordination with connections to the north and south.

VI. ADJOURNMENT

Chair Eisner adjourned the meeting with the consensus of the Commission at 8:00 p.m.

Planning Commission Minutes
April 18, 2019
Page 5

Submitted by:



Sherrie Ringstad, Associate Planner