

CITY COUNCIL AGENDA

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



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

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

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

To comment on subjects listed on or not on the agenda, ask to be recognized during the Audience Communication portion of the agenda. Please stand at the podium and state your name and address for the official record. Please limit your comments to the specific item under discussion. Time limitations shall be at the discretion of the Mayor or City Council.

Study sessions of the Mill Creek City Council may be held as part of any regular or special meeting. Study sessions are informal, and are typically used by the City Council to receive reports and presentations, review and evaluate complex matters, and/or engage in preliminary analysis of City issues or City Council business.

Next Ordinance No. 2018-826

Next Resolution No. 2018-572

**March 6, 2018
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

STUDY SESSION

- B. Long Term Strategic Planning
- Fiscal Responsibility
 - Customer Service

NEW BUSINESS

- C. Contract for Construction Management Services for 35th Ave SE Reconstruction Project

CONSENT AGENDA

- D. City Council Meeting Minutes of January 23, 2018
- E. City Council Meeting Minutes of February 6, 2018

REPORTS

- F. Mayor/Council
- G. City Manager
 - Quarterly Financial Report
 - AWC Legislative Bulletin
 - Council Planning Schedule

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

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

No action anticipated.

ADJOURNMENT



Agenda Item # B

Meeting Date: **March 6, 2018**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: PRESENTATION: LONG TERM STRATEGIC PLANNING

PROPOSED MOTION: N/A

KEY FACTS AND INFORMATION SUMMARY:

The Government Finance Officers Association recommends that all governmental entities use some form of strategic planning to provide a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals.

In his management book *The Dance of Change*, management author Peter Senge, references the importance for organizations to deliberately manage their future. Unfortunately, managing the future often comes head to head with the pressure of the immediate day-to-day management needs of the organization.

The need to get critical day-to-day management issues handled is important to every organization. This drive to get things done can at times overshadow the need to think and act strategically on the future of the organization. How does an organization find balance?

The key is to develop a strategic plan that is integrated into the business systems of the organization. The strategic plan should be integrated into the City's business practices by linking the Council's agenda (goals), budget, other approved plans (e.g., Capital Improvement Plan, Comprehensive Plan), departmental work plans and any current and/or newly developed performance measures into the plan.

Integrated strategic planning creates a balance that aligns both the City's financial and human capital to focus on achieving strategic goals and objectives.

The City began integrated strategic planning in 2016 with development and implementation of the City's *Guiding Principles*. At the Council's February 13, 2018 meeting, the City Manager presented an overview of the integrated strategic planning process and described the next steps in the process as the City continues to develop a long term strategic plan.

At its February 27 meeting, the Council, City Manager and Leadership Team engaged in the first of several "brainstorming" sessions in order to begin to identify those priorities, projects and initiatives to be accomplished over the next several years in the areas of Community Preservation and Civic Pride.

At its March 6 meeting, the Council, City Manager and Leadership Team will focus on the areas of Fiscal Responsibility and Customer Service.

City Council Agenda Summary
Page 2

This work will ultimately generate a long term strategic plan that will link the Council's goals, budget, other approved plans, departmental work plans and any current and/or newly developed performance measures into the plan.

CITY MANAGER RECOMMENDATION: N/A

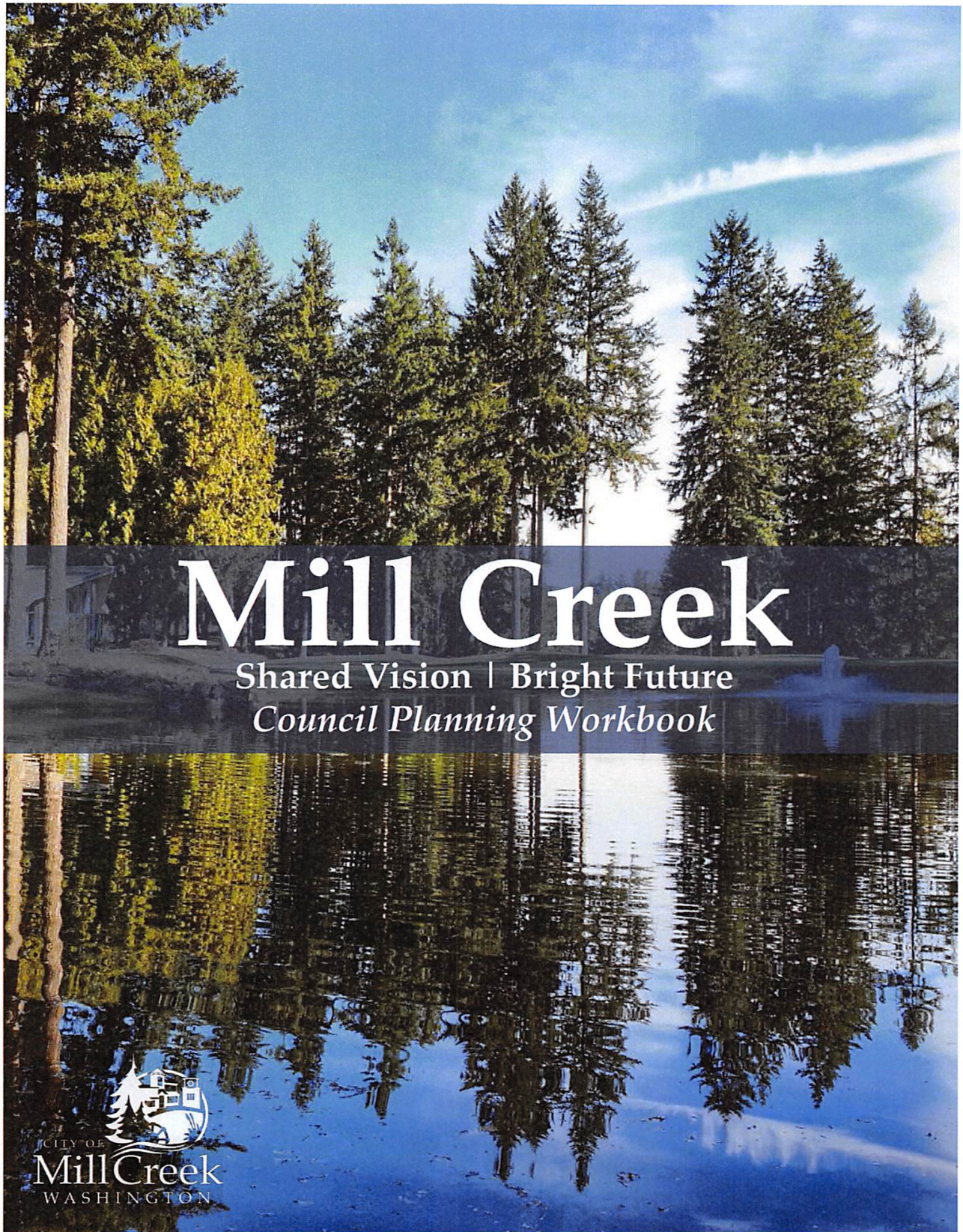
ATTACHMENTS:

- Planning Workbook

Respectfully Submitted:



Rebecca C. Polizzotto
City Manager



Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Avoid deficit spending; ability to withstand economic downturns; ability to finance long-term needs.

SAMPLE

Council Priorities

Strategic Objectives

1. Develop, adopt and implement a long-term fiscal management plan and accompanying policies as needed.

2. Institute data analysis and performance management systems.

3. Implement linkage between budget and strategic planning

4. Complete comprehensive fee and rate studies.

Purpose

1. To ensure financial resources are available in the long term.

2. To identify financial trends that impact the City and take appropriate proactive measures.

3. To ensure the City's strategies are integrated into its business practices.

4. To ensure services are supported by the appropriate fee and rate structure and lessen the overall tax burden.

Goal 1: Fiscal Responsibility

To responsibly manage the City's financial resources to provide quality public services, cultivate economic prosperity, and maintain a sustainable budget.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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2. _____ _____ _____ _____
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Goal 2: Community Preservation

To support the development, maintenance and revitalization of public and private property to ensure the continuation of Mill Creek as a safe, clean and well maintained community.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 3: Civic Pride

To achieve strong community spirit by promoting active civic participation, public-private partnerships and transparency in government.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 4: Customer Service

To provide excellent service to all who interact with the City by recruiting, training and retaining a skilled, innovative and dynamic workforce.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

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Purpose

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Goal 5: Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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2. _____ _____ _____	2. _____ _____ _____
3. _____ _____ _____	3. _____ _____ _____
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Goal 6: Public Safety

To protect the life, health and property of residents, visitors and businesses through the delivery of community focused public safety services.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 7: Economic Prosperity

To engage in proactive economic development efforts that result in a robust local economy and position the City as a destination of choice.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

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Purpose

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Goal 8: Leadership

To influence regional, state and national matters impacting our community through the engagement of staff and elected officials.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Goal 9: Long Term Planning

To maintain the City's special community character by carefully evaluating future opportunities for short and long term benefits in order to protect land use, infrastructure, economic development and service delivery standards.

Goal Overview

From a policy perspective: 1) Why is this goal important to you? 2) What do you envision achieving for the City through this goal?

Council Priorities

Strategic Objectives

Purpose

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Agenda Item # C
Meeting Date: **March 6, 2018**

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

**AGENDA ITEM: 35TH AVE SE RECONSTRUCTION PROJECT –
CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES**

PROPOSED MOTION:

Motion to authorize the City Manager to execute a contract with Gray & Osborne for construction management and inspection services for the 35th Ave SE Reconstruction Project in an amount not to exceed \$611,300.

KEY FACTS AND INFORMATION SUMMARY:

35th Avenue SE is a three-lane minor arterial in Mill Creek that carries approximately 15,000 vehicles per day. The road was widened by Snohomish County in 2003 by using light weight fill on top of a large peat deposit, and has been continually settling since annexation by the City in 2005. The rising water over the roadway by Penny Creek and adjacent wetland areas combined with a sinking roadway have resulted in flooding and several road closures over the past few years.

The 35th Avenue SE Reconstruction Project will address the chronic settlement and flooding between 141st Street SE and 144th Street SE (project length is approximately 1,000 feet). The roadway will be reconstructed on a pin pile-supported slab that will prevent future settlement. Other work includes installing a 24-inch pipe above the existing Penny Creek culverts to increase water conveyance capacity under the road during large rainfall events, placement of cellular concrete fill, modular block walls, storm drainage improvements, pavement, sidewalks and maintenance of traffic. The width and alignment of the roadway will not change. 35th Ave SE will be closed to traffic in both directions during construction.

Consultation with the Department of Archaeological and Historical Perseveration and the Washington Department of Ecology is complete. All project permits needed for construction have been issued by the respective regulatory agencies:

Agency	Permit	Issue Date	Expiration Date
City of Mill Creek	State Environmental Policy Act (SEPA)	10/7/15	None
Washington Department of Fish and Wildlife	Hydraulic Project Approval (HPA)	11/16/15	11/6/18
U.S. Army Corps of Engineers	Section 404	8/24/17	3/18/22

The right-of-way phase is complete and consisted of securing both Permanent and Temporary Easements from each adjacent Home Owners Association (HOA) -Highland Trails and North Pointe.

Currently, the project is at 95% design completion and the total project cost at completion is estimated at \$6.469M. The engineer’s construction cost estimate is \$5.990M (Attachment A).

Project Phase	Estimated Cost (Millions)
Design	\$0.469
Right-of-Way	\$0.010
Construction	\$5.990
Total	\$6.469

The project’s construction phase is funded with local and State funds. State funding currently totals \$4.75 million. Staff took the steps necessary to obligate the State funds in February. Also in February, staff submitted a request for an additional \$1.15M in state funds for the project. As a result of that request, Senator Hobbs recently announced inclusion of an additional \$500,000 in the Senate’s Transportation Budget for the City’s project. The project has no federal funds.

In December 2017, staff issued a Request for Qualifications (RFQs) for a constructability and bid-ability review of the Design Plans, Specifications and Estimate (PS&E), construction administration and construction inspection. Six RFQs were received and four consultants were invited for interviews. Gray & Osborne, Inc. was the consultant selected. A contract for professional services in the amount of \$611,300 is ready for execution pending council approval. (Attachment B).

The project is scheduled to advertise for construction bids in early March. Construction duration is estimated at 30 weeks with pile driving having a 60 day duration (Attachment C). Should the construction phase extend past 30 weeks and temperatures drop significantly, there is a possibility that the final asphalt lift would need to be completed in spring 2019. However, the road would be open to the public as soon as the project is substantially complete and functional.

Timeline	Project Milestones
February 2018	Obligate construction funds
March 2018	Advertise project for construction bids
April 2018	City Council award construction project. Notice to proceed
October 2018	Construction -substantially complete and open to public
Spring 2019	Construction -physical completion (asphalt)

Staff is currently developing a Communications Plan which will outline the approach the City will follow to communicate with residents, businesses, the School District, emergency services, Snohomish County and other stakeholders about the 35th Ave. SE Reconstruction Project.


CITY MANAGER RECOMMENDATION:

The City Manager recommends that City Council authorize the City Manager to execute a contract with Gray & Osborne, Inc. for construction management and inspection services for the 35th Avenue Reconstruction Project in an amount not to exceed \$ \$611,300.

ATTACHMENTS:

- Attachment A: 35th Ave. SE Reconstruction Construction Cost Estimate
- Attachment B: Contract 2018-1405 Professional Services –Gray & Osborne, Inc.
- Attachment C: 35th Ave. SE Reconstruction Construction Schedule

Respectfully Submitted:


Rebecca C. Polizzotto
City Manager

**Attachment A:
Construction Cost Estimate**

Opinion of Probable Costs - Ad-Ready						
City of Mill Creek - 35th Avenue SE Improvements						
Revised - February 9, 2018						
SPEC REFERENCE	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
DIV 1 GENERAL REQUIREMENTS						
1-05SP	CONSTRUCTION SURVEYING	LS	1	\$ 15,000	\$ 15,000	
1-07SP	MINOR CHANGE	CALC	1	\$ 50,000	\$ 50,000	
1-07	SRCC PLAN	LS	1	\$ 5,000	\$ 5,000	
1-07SP	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	EST	1	\$ 5,000	\$ 5,000	
1-08SP	MOBILIZATION	LS	1	\$ 440,000	\$ 440,000	
1-10	PORTABLE CHANGEABLE MESSAGE SIGN	HR	30,240	\$ 6	\$ 181,440	
1-10	FLAGGERS	HR	429	\$ 65	\$ 27,885	
1-10	CONSTRUCTION SIGNS CLASS A	SF	687	\$ 20	\$ 13,740	
1-10	FORCE ACCOUNT - MISCELLANEOUS TRAFFIC CONTROL	EST	1	\$ 50,000	\$ 50,000	
DIV 2 EARTHWORK						
2-02SP	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 17,800	\$ 17,800	
2-02SP	REMOVING ASPHALT CONC. PAVEMENT	SY	2,427	\$ 12	\$ 29,124	
2-02SP	REMOVING CEMENT CONC. CURB AND GUTTER	LF	152	\$ 10	\$ 1,520	
2-02SP	REMOVING ASPHALT CONC. CURB	LF	1,234	\$ 5	\$ 6,170	
2-02SP	REMOVING CEMENT CONC. SIDEWALK	SY	60	\$ 20	\$ 1,200	
2-02SP	REMOVING ASPHALT CONC. SIDEWALK	SY	1,034	\$ 10	\$ 10,340	
2-02SP	SAW CUTTING	LF	356	\$ 3	\$ 1,068	
2-02SP	REMOVING DRAINAGE STRUCTURE	EA	11	\$ 700	\$ 7,700	
2-03	ROADWAY EXCAVATION INCL. HAUL	CY	798	\$ 22	\$ 17,556	
2-03	GRAVEL BORROW INCL. HAUL	TN	92	\$ 17	\$ 1,564	
2-09	STRUCTURE EXCAVATION CLASS A INCL. HAUL	CY	138	\$ 50	\$ 6,900	
2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	CY	377	\$ 25	\$ 9,425	
2-09	SHORING OR EXTRA EXCAVATION CLASS A	LS	1	\$ 9,252	\$ 9,252	
DIV 4 BASES						
4-04	CRUSHED SURFACING BASE COURSE	TN	628	\$ 40	\$ 25,120	
4-04	CRUSHED SURFACING TOP COURSE	TN	194	\$ 50	\$ 9,700	
4-05SP	CELLULAR CONCRETE FILL	CY	3,323	\$ 150	\$ 498,450	
DIV 5 SURFACE TREATMENTS AND PAVEMENTS						
5-04	PLANING BITUMINOUS PAVEMENT	SY	983	\$ 10	\$ 9,830	
5-04	HMA CL. 1/2 IN. PG 64-22	TN	541	\$ 100	\$ 54,100	
5-04	HMA CL. 1 IN. PG 64-22	TN	1,082	\$ 100	\$ 108,200	
5-04	COMPACTION PRICE ADJUSTMENT	CALC	-1	\$ -	\$ -	
DIV 6 STRUCTURES						
6-02	CONC. CLASS 4000	CY	1,716	\$ 550	\$ 943,800	
6-02	ST. REINF. BAR	LB	330,000	\$ 1.4	\$ 462,000	
6-02	EPOXY-COATED STEEL REINF. BAR	LB	11,700	\$ 2	\$ 23,400	
6-02	DEFICIENT STRENGTH CONC. PRICE ADJUSTMENT	CALC	-1	\$ -	\$ -	
6-02SP	FURNISH AND INSTALL 26-IN VOIDED SLAB	LS	1	\$ 232,320	\$ 232,320	
6-05SP	FURNISHING ST. PILING	LF	30,000	\$ 16	\$ 480,000	
6-05	DRIVING ST. PILE	EA	504	\$ 700	\$ 352,800	
6-06	BRIDGE RAILING TYPE BP	LF	988	\$ 100	\$ 98,800	
6-08	MEMBRANE WATERPROOFING (DECK SEAL)	SY	274	\$ 30	\$ 8,220	
6-10	PEDESTRIAN BARRIER	LF	976	\$ 200	\$ 195,200	
6-20SP	MODULAR BLOCK WALL	SF	659	\$ 40	\$ 26,360	
DIV 7 DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS AND CONDUITS						
7-02	SCHEDULE A CULV. PIPE 24 IN. DIAM.	LF	60	\$ 100	\$ 6,000	
7-04	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	LF	659	\$ 75	\$ 49,425	
7-04	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	LF	90	\$ 100	\$ 9,000	
7-04SP	ELASTOMERIC CHECK VALVE 12 IN. DIAM	EA	1	\$ 500	\$ 500	
7-04SP	ELASTOMERIC CHECK VALVE 18 IN. DIAM	EA	1	\$ 750	\$ 750	
7-05	COMBINATION INLET	EA	2	\$ 1,500	\$ 3,000	
7-05	CATCH BASIN TYPE 1	EA	8	\$ 2,000	\$ 16,000	
7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	EA	2	\$ 5,000	\$ 10,000	
7-05	CONCRETE INLET	EA	4	\$ 2,000	\$ 8,000	
7-05	ADJUST CATCH BASIN	EA	3	\$ 450	\$ 1,350	
7-08SP	SHORING OR EXTRA EXCAVATION CLASS B	SF	142	\$ 5	\$ 710	
7-08	PLUGGING EXISTING PIPE	EA	6	\$ 600	\$ 3,600	
7-20SP	MODULAR WETLAND SYSTEM (MWS-L-4-8-V)	EA	1	\$ 31,000	\$ 31,000	
7-20SP	MODULAR WETLAND SYSTEM (MWS-L-6-8-V)	EA	1	\$ 39,500	\$ 39,500	
DIV 8 MISCELLANEOUS CONSTRUCTION						
8-01	HIGH VISIBILITY SILT FENCE	LF	1,899	\$ 4	\$ 7,596	
8-01	INLET PROTECTION	EA	17	\$ 90	\$ 1,530	
8-01SP	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$ 30,000	\$ 30,000	
8-02	TOPSOIL TYPE B	AC	0.03	\$ 50,000	\$ 1,500	
8-02	SEEDING, FERTILIZING BY HAND	SY	145.00	\$ 7	\$ 1,015	
8-02SP	NATIVE WETLAND SEED MIX	SF	371	\$ 2	\$ 742	
8-02SP	SITKA WILLOW STAKES	EA	77	\$ 5	\$ 385	
8-04SP	CEMENT CONC. VERTICAL CURB AND GUTTER	LF	2,033	\$ 45	\$ 91,485	
8-09	RAISED PAVEMENT MARKER TYPE 2	HUND	0.24	\$ 2,000	\$ 480	
8-12SP	COATED CHAIN LINK FENCE TYPE 4	LF	915	\$ 35	\$ 32,025	
8-14SP	CEMENT CONC. SIDEWALK	SY	859	\$ 80	\$ 68,720	
8-14	CEMENT CONC. CURB RAMP TYPE PARALLEL	EA	2	\$ 3,500	\$ 7,000	
8-14	CEMENT CONC. CURB RAMP TYPE COMBINATION	EA	1	\$ 3,500	\$ 3,500	
8-22	PAINT LINE	LF	3,750	\$ 1	\$ 3,750	
8-22	PLASTIC TRAFFIC ARROW	EA	3	\$ 200	\$ 600	
8-22	PLASTIC CROSSWALK LINE	SF	442	\$ 10	\$ 4,420	
8-22	PLASTIC STOP LINE	LF	16	\$ 30	\$ 480	
8-22	PLASTIC BICYCLE LANE SYMBOL	EA	3	\$ 350	\$ 1,050	
7-05	ABANDON EXISTING MANHOLE	EA	2	\$ 1,000	\$ 2,000	
7-05SP	ABANDON EXISTING CATCH BASIN	EA	9	\$ 1,000	\$ 9,000	
8-20SP	ADJUST VAULT ACCESS TO GRADE	EA	1	\$ 1,000	\$ 1,000	
8-13	ADJUST MONUMENT CASE AND COVER	EA	1	\$ 400	\$ 400	
8-13	MONUMENT CASE, COVER, AND PIPE	EA	1	\$ 2,000	\$ 2,000	
8-21	PERMANENT SIGNING	LS	1	\$ 4,000	\$ 4,000	

CONSTRUCTION COST SUBTOTAL			\$ 4,889,497
Contingency	10%	\$	488,950 Rev. by GMH 2/16/18
Construction Management/Administration (G&O Contract)		\$	611,300 Rev. by GMH 2/16/18
ESTIMATED PROJECT COST		\$	5,989,747

Attachment B:
Contract 2018-1405
Gray & Osborne, Inc.

CONTRACT 2018 – 1405

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
ARCHITECT-ENGINEER SERVICES**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional engineering services related to the Construction Management of the 35th Avenue SE Reconstruction (the "Project").

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

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

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

3. Scope of Work

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

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

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during

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

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

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

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than June 30, 2019 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

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

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

5. Administration and Supervision

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

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

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

5.2.2 Process for Adding or Removing Key Subconsultants

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

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

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

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

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

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key

personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

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

6. Changes in Work

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

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

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

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual

obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

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

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

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

7.2 Maintenance of Project Documentation

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

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

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

8. Deliverables – Not Used

9. Commencement and Monthly Reports

9.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written

notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

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

10. Compensation

10.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of **Six Hundred Eleven Thousand Three Hundred and 00/100 Dollars (\$611,300.00)**, including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

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

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

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

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

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

10.3.1 Satisfactory completion of all of the Work;

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

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

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

11. Termination of Agreement

11.1 Termination for Default

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

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

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

11.2 Termination for Convenience

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

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

11.3 Consultants Duties Upon Termination

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

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

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

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

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

12. Ownership and Use of Documents

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

13. Third-Party Claims and Disputes

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

14. Audit and Access to Records

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

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

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

15. Legal Relations

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

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

provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

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

16. Indemnification and Insurance

16.1 Indemnification.

16.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

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

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

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

16.2 Insurance.

16.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to

property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

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

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

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

17. Disputes and Remedies

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

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

17.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter

through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

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

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

18. Notice

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

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

Gray & Osborne, Inc.
701 Dexter Avenue North, Suite 200
Seattle, Washington 98109
206-284-0860 (p)
206-283-3206 (f)

19. General Terms

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

19.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall

be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

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

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

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

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

- 19.6.1 Exhibit A, Scope of Work;
- 19.6.2 Exhibit B, Project Schedule;
- 19.6.3 Exhibit C, Cost Summary;
- 19.6.4 Exhibit D, Key Subconsultant List;
- 19.6.5 Exhibit E, Key Personnel List;
- 19.6.6 Exhibit F, Insurance

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

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

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

Rebecca Polizzotto, City Manager

Michael B. Johnson, P.E., President

Date: _____

Date: _____

ATTEST:

Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

EXHIBIT A

SCOPE OF WORK

**CITY OF MILL CREEK
35TH AVENUE SE RECONSTRUCTION
CONSTRUCTION MANAGEMENT AND INSPECTION**

The Consultant will provide construction management and inspection services for the City of Mill Creek's (City) 35th Avenue SE Reconstruction project. The services to be provided include contract administration, submittal review, field observation and documentation, material testing and miscellaneous construction management support services, including construction documentation audit support and project closeout assistance. The City's contractor (Contractor) will provide construction staking for structures (bridge). The Consultant will provide the other survey as defined below. The Washington State Department of Ecology Construction Stormwater General Permit will be transferred to the City's contractor; the Contractor is responsible for all monitoring and reporting required by the permit.

The City's Engineer of Record, KPFF, will be retained by the City to provide Engineer of Record services. Engineer of Record Services include: attending preconstruction meeting; providing design interpretation; and providing civil and structural engineering support. The Consultant will notify the City when Engineer of Record services are required.

The Consultant's Construction Management System (CMS) will be used to host and track construction project data including inspector daily reports, RFIs, meeting minutes, correspondence, submittals, change orders, certified payroll, request to sublet, pay estimates, and photos.

CONSTRUCTION MANAGEMENT SERVICES

It is the intent of this scope to provide sufficient services for the duration of the contract (150 – 8-hour working days). The Consultant will provide the following tasks:

1. Project Management
 - a. Provide overall project management to include resource allocation management, client contact, and coordination with various project stakeholders including, but not limited to, City, material testing, and regulatory agencies during the construction phase of project. Coordinate with City through emails, conference calls, and meeting.

- b. Manage consultant team, comprised of Consultant's staff and subconsultants.
- c. Review monthly expenditures and Consultant Team scope activities.
- d. Monthly reports, referenced in Section 9.2 of the Contract, will be forwarded with each invoice.

2. Contract Administration

- a. Organize and lead preconstruction meeting, to include preparing addenda, distributing meeting notice, and preparing and distributing meeting notes.
- b. Document control – Set up and maintain web-based Construction Management System (CMS). Electronic documentation of project files will be stored on the CMS. The City will be provided an electronic file of the project documents.
- c. Develop a Record of Material (ROM) for the project. Update and manage the Record of Materials (ROM) with submittal information. Provide updates to City and Contractor in weekly meetings.
- d. Track, review, and evaluate, or manage to be reviewed/evaluated by other appropriate party Request for Information (RFI) from Contractor. Manage responses to RFIs.
- e. Manage and track submittal process. Provide review for submittal/Request of Material (RAM)/Qualified Product List (QPL)/Certificate of Material Origin (CMO) and other required documentation.
- f. Develop Non Material Submittal log. Provide updates to City and Contractor in weekly meetings.
- g. Interpret Contract Documents, in coordination with Engineer of Record.
- h. Review Contractor's schedules for compliance with Contract Documents. Monitor contractor's conformance to schedule and require revised schedules when needed. Advise City of any schedule changes.

- i. Evaluate Contractor's Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
- j. Review and track Request to Sublets, review Contractor's and subcontractor's weekly certified payrolls. Notify contractor of any items that do not comply with contract requirements. Maintain a spreadsheet documenting whether contractor performed worked for each week of the contract. Assume no more than 15 contractors provide work on the project.
- k. Review Daily Inspector's reports (IDR).
- l. Prepare monthly progress payment form and review with Contractor and City. Confirm field note records are prepared for quantities paid each month.
- m. Lead weekly, construction meetings with the Contractor, City's representative, inspector, various regulatory or funding personnel, utility companies, and other stakeholders deemed necessary to help facilitate construction and construction coordination. Note: the contract identifies a 150-workday period for physical completion which equates to 30 weeks, or approximately 30 weekly meetings/site visits by the Project Manager. Prepare weekly meeting agenda and meeting notes. Track outstanding issues on weekly basis. Provide the City with brief weekly construction progress reports, highlighting process and advising of issues which are likely to impact cost, schedule, or quality/scope.
- n. Prepare up to four change orders. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Estimate and/or record quality measurements of material, equipment and manpower for determining costs for change orders. The Consultant will prepare change orders and will review change order requests before making a recommendation to the City. In coordination with the City, the Consultant will then negotiate change orders and work with the Contractor to incorporate the work into the project. Facilitate resolution and represent the City's interest in negotiation of change order with the Contractor. Coordinate with City and WSDOT to obtain Blue Book rates on equipment as may be applicable. Track force account records.
- o. Assist City in the investigation of malfunctions or failures during construction.

(January 25, 2018)

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- p. Provide information for City to prepare media communications and public notices on Project status.

3. Field Observation

- a. Provide on-site day-to-day observation services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the Contract Documents and notify Contractor of non-compliance. Review means and methods employed by Contractor and materials delivered to the site.
- b. Prepare and submit Inspector's Daily Report, recording the contractor's operations as actually observed by the Consultant, including quantities of work placed that day, contractor's equipment and crew, other pertinent information, and supporting project photos. IDRs will be submitted on a daily basis to the City.
- c. Prepare Weekly Statement of Working Days Reports and submit to City and Contractor.
- d. Prepare and submit field note records, Weekly Quantity Reports, and Daily Report of Force Account Worked.
- e. Establish communication with adjacent property owners and utility companies. Respond to questions from various stakeholders during the course of the project.
- f. Coordinate with City staff as needed to support Contractor's construction activities.
- g. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized by date and include location and a brief description (self-explanatory). Photographs will be uploaded to the CMS.
- h. At Substantial Completion prepare a punch list of items to be completed or corrected in coordination with the City.
- i. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor.

- j. Coordinate final walkthrough of the project with the City, Contractor, WSDOT Local Programs, and Project Manager prior to recommending project acceptance.
 - k. Coordinate material and compaction testing between the Contractor and the testing laboratory, Materials Testing & Consulting (MTC).
 - l. Confirm the curb ramps and sidewalks installed by the Contractor meet ADA requirements as defined in the Contract.
 - m. Record Drawings – Maintain an Inspector set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the Inspector.
4. Construction Survey
- a. Provide construction staking for:
 - Clearing and grading limits
 - Horizontal and vertical location of storm structures
 - Centerlines of subgrade, top of pile supported slab, top of cellular fill, CSTC, and HMA alignments
 - Offsets for top back of curb
 - Modular block walls
 - Grid line for pin piles
 - Offset stakes for the top finish grade or bridge abutments
5. Natural Resource/Permitting Support (Shannon & Wilson)
- a. The contractor will develop a permit compliance checklist for all permits issued for the project. The Consultant will review the checklist for completeness.
 - b. Coordinate with the City and contractor to cross-reference any proposed design or method changes with permit constraints, and communicate with agencies as needed.
 - c. Respond to up to five requests for information (RFIs) related to permitting or restoration.
 - d. As required by permits, notify agencies of construction details and schedules. Upload pre- and post-construction photos of outfall and culvert work to the Washington Department of Fish and Wildlife

online APPS program associated with the issued Hydraulic Project Approval.

- e. Observe the defishing effort (assume 1 day in the field).
 - f. Field spot-check and review adherence to all applicable permit conditions, including onsite environmental documentation (e.g., Corps Section 404, Ecology 401 water quality certification, WDFW Hydraulic Project Approval, NPDES, etc.). This scope item is budgeted to allow up to eight half-day visits. A Field Activity Report will be completed for each site visit and provided to the City Engineer via email.
 - g. Review and approve plant materials and implementation of restoration plan. This scope item is budgeted to allow two half-day visits. A Field Activity Report will be completed for each site visit.
 - h. Review as-built plan elements related to the restoration.
 - i. Attend up to three management meetings.
6. Archaeological Monitoring (CRC)
- a. Provide up to 8 days of archaeological monitoring. Monitoring will be provided when excavation in undisturbed areas occur. The budget assumes no archaeological sites will be identified during monitoring.
7. Geotechnical Support (Shannon and Wilson)
- a. Review and Comment on Contractor RFIs and Submittals.
 - b. Construction Observation of Pile Driving. A Field Activity Report will be completed for each day of pile driving. It is assumed pile driving will be completed in 25 days or less.
8. Material Testing (MTC)
- a. Provide material testing services. Estimated testing frequency is shown in Exhibit B-2.
 - b. Coordinate with MTC. Review material testing results and arrange for additional testing as needed. Inform City of test results.

9. Record Drawings
 - a. Prepare record drawings from contractor's and inspector's field markups. The City will provide the Consultant AutoCAD files of the bid plan set. The Consultant will provide the City the AutoCAD record drawing files.
10. Project Closeout Services
 - a. Prepare final payment form for City approving and processing.
 - b. Prepare letters of substantial, physical, and final completion.
 - c. Assist the City in closing out the project; prepare Notice of Completion Form and Final Contract Voucher.
 - d. Provide project files to the City. Compile and convey final project records, transferring to City for archiving at final acceptance of the Project. Records will consist of electronic records on DVD or USB drive.
11. Management Reserve Fund – The purpose of the Management Reserve Fund is to provide limited additional services as may be desired by the City, but either (1) not anticipated at this time, or (2) anticipated but not able to clearly define. This work may include additional meetings, and/or site visits, council meeting attendance, miscellaneous office support, enhanced inspection services, or work items related to and/or as may be further required for this project. The Consultant shall not incur costs or utilize any portion of these funds without specific and further written authorization from the City.

Assumptions

- The City will coordinate with the Engineer of Record, KPFF, to prepare any required design revisions during construction.
- The Contracting City will provide AutoCAD drawing of the Plans to use in preparing the record drawings.

EXHIBIT B

PROJECT SCHEDULE

**CITY OF MILL CREEK
35TH AVENUE SE RECONSTRUCTION
CONSTRUCTION MANAGEMENT AND INSPECTION**

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

(January 25, 2018)

Page 1 of 1

EXHIBIT "C"
ENGINEERING SERVICES
COST SUMMARY

35th Avenue SE Reconstruction - Construction Management and Inspection (150 working day contract)

Tasks	Principal/Project Manager Hours	Project Eng. Hours	Civil Eng. Hours	Structural Eng. Hours	Resident Eng. Hours	AutoCAD Tech	IT Support for CMS	Professional Land Surveyor Hours	Survey Tech	Field Survey (2 person) Hours
1. Project Management	32									
2. Contract Administration										
CMS	5						50			
Develop ROM	4	48								
RFIs	16	40		40						
Submittal Review	24	196		48						
Preconstruction Meeting	8	16			8					
Weekly construction Mtg.	240									
Certified Payrolls	16		240							
Monthly Progress Estimates	16	128								
Change Orders	32	40		40						
3. Field Observation	40	80			1350					
4. Permitting Support	8	16								
5. Construction Survey	12	16								
6. Archaeological Monitoring	4	8						54	30	108
7. Geotechnical Support	8	16								
8. Material Testing	8	16								
9. Record Drawings	2	12								
10. Project Closeout	16	60				88				
Hour Estimate:	491	692	240	128	1358	88	50	54	30	108
Direct Labor Cost Billing Rate Range:	\$33 to \$57	\$33 to \$45	\$30 to \$39	\$31 to \$52	\$38 to \$52	\$13 to \$37	\$30 to \$38	\$35 to \$42	\$30 to \$37	\$50 to \$66
Estimated Hourly Rates:	\$55	\$38	\$30	\$45	\$52	\$34	\$38	\$43	\$31	\$54
Direct Labor Cost:	\$27,005	\$26,296	\$7,200	\$5,760	\$70,616	\$2,992	\$1,900	\$2,322	\$930	\$5,832

Subtotal Direct Labor:	\$ 150,853
Indirect Costs (180%):	\$ 271,535
Total Labor Cost:	\$ 422,388
Fee (15%):	\$ 63,358
Subtotal Labor & Fees:	\$ 485,746
Direct Non-Salary Cost:	
Expenses (Mileage @ Current IRS Rate)	\$ 6,107
Subconsultant:	
CRC (Archaeological Monitoring)	\$ 8,575
Material Testing and Consulting (MTC)	\$ 11,113
Shannon and Wilson (Geotechnical Support)	\$ 32,017
Shannon and Wilson (Permitting)	\$ 38,701
Subconsultant Overhead (10%)	\$ 9,041
Subtotal, Subconsultants	\$ 99,447
TOTAL ESTIMATED COST:	\$ 591,300
Management Reserve Fee	\$ 20,000
TOTAL ESTIMATED COST AND MANAGEMENT RESERVE:	\$ 611,300

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

(January 25, 2018)

EXHIBIT D

KEY SUBCONSULTANT LIST

**CITY OF MILL CREEK
35TH AVENUE SE RECONSTRUCTION
CONSTRUCTION MANAGEMENT AND INSPECTION**

The following subconsultants are authorized to complete work on the project:

Subconsultant	Service
Shannon & Wilson, Inc.	<ul style="list-style-type: none">• Geotechnical Engineering• Permit Monitoring
Cultural Resource Consultants	<ul style="list-style-type: none">• Archaeological Monitoring
Materials Testing & Consulting, Inc.	<ul style="list-style-type: none">• Material Testing

EXHIBIT E
KEY PERSONNEL LIST
CITY OF MILL CREEK
35TH AVENUE SE RECONSTRUCTION
CONSTRUCTION MANAGEMENT AND INSPECTION

Gray & Osborne key personnel for this project are:

Name	Role
Tamara Nack, P.E.	Project Manager
Jon Wiese, P.E.	Resident Engineer
David Roman-Sanchez, P.E.	Project Engineer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2018

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

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

PRODUCER
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Allison Andrus
PHONE (A/C No./Ext): 360-626-2007 FAX (A/C No.): 360-598-3703
E-MAIL ADDRESS: aandrus@hallandcompany.com

INSURED
Gray & Osborne Inc
701 Dexter Avenue N #200
Seattle WA 98109

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Travelers Casualty and Surety Company	18038
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 885324604 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ITR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		52UECJS3276	9/10/2017	9/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		52SBADU7303	9/10/2017	9/10/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	52SBADU7303	9/10/2017	9/10/2018	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> Professional Liab: Claims Made <input type="checkbox"/> Pollution Liab: Occurrence Form		105339819	9/10/2017	9/10/2018	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 35th Avenue SE Reconstruction Project.

The City of Mill Creek is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.

CERTIFICATE HOLDER

City of Mill Creek
Attn: City Engineer
15728 Main Street
Mill Creek WA 98012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Colby Z. [Signature]

**Attachment C:
Construction Schedule**

35th Avenue SE Reconstruction Construction Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	January			March			May			July			September			November		
							B	E	M	B	E	M	B	E	M	B	E	M	B	E	M	B	E	M
1		35TH AVENUE SE RECONSTRUCTION																						
2		Advertisement	0 days	Mon 1/15/18	Mon 1/15/18																			
3		Open Bids	0 days	Mon 2/12/18	Mon 2/12/18	2FS+4 wks																		
4		NTP	0 days	Fri 3/9/18	Fri 3/9/18	3FS+4 wks																		
5		Mobilization	6 days	Mon 3/12/18	Mon 3/19/18	4																		
6		Construction Surveying	3 days	Tue 3/20/18	Thu 3/22/18	5																		
7		Portable Changeable Message Sign	1 day	Tue 3/20/18	Tue 3/20/18	5																		
8		Construction Signs Class A	2 days	Wed 3/21/18	Thu 3/22/18	7																		
9		Site Preparation	18 days	Tue 3/20/18	Thu 4/12/18																			
10		Temporary Erosion Control	2 days	Tue 3/20/18	Wed 3/21/18	5																		
11		Removal of Miscellaneous Items	4 days	Thu 3/22/18	Tue 3/27/18	10																		
12		Saw Cutting	2 days	Wed 3/28/18	Thu 3/29/18	11																		
13		Removal of Asphalt Pavement	6 days	Fri 3/30/18	Fri 4/6/18	12																		
14		Removal of Cement Pavement	2 days	Fri 3/30/18	Mon 4/2/18	12																		
15		Shoring/Excavation	4 days	Mon 4/9/18	Thu 4/12/18	13																		
16		Remove Existing Storm Drain Pipe	1 day	Tue 4/3/18	Tue 4/3/18	14																		
17		Removing Drainage Structure	3 days	Tue 4/3/18	Thu 4/5/18	14																		
18		Drainage	121 days	Tue 4/3/18	Tue 9/18/18																			
19		Install Drainage Structure	6 days	Fri 4/13/18	Fri 4/20/18	15																		
20		Adjust Catch Basin	1 day	Tue 9/18/18	Tue 9/18/18	40																		
21		Plugging Existing Pipe	1 day	Tue 4/3/18	Tue 4/3/18	14																		
22		Install Drainage Pipe	3 days	Mon 4/23/18	Wed 4/25/18	15,19																		
23		Structure Installation	140 days	Mon 3/12/18	Fri 9/21/18																			
24		Procure Piles	55 days	Mon 3/12/18	Fri 5/25/18	4																		
25		Test Piles	15 days	Tue 3/20/18	Mon 4/9/18	5																		
26		Conc. Class 4000	50 days	Tue 5/29/18	Mon 8/6/18	28SS+10 days																		
27		Moment Slab Barrier	5 days	Tue 8/7/18	Mon 8/13/18	26,31																		
28		St. Reinf. Bar	50 days	Tue 5/15/18	Mon 7/23/18	31SS+20 days																		
29		Epoxy Coated Steel Reinf. Bar	35 days	Tue 6/5/18	Mon 7/23/18	26SS+5 days																		
30		26" Voided Slab	4 days	Tue 7/24/18	Fri 7/27/18	29																		
31		Drive Piles	60 days	Tue 4/17/18	Mon 7/9/18	25FS+5 days																		
32		Bridge Railing Type BP	31 days	Mon 7/30/18	Mon 9/10/18	30																		
33		Membrane Waterproofing (Deck Seal)	5 days	Mon 7/30/18	Fri 8/3/18	30																		
34		Pedestrian Barrier	31 days	Tue 8/7/18	Tue 9/18/18	26																		
35		Modular Block Wall	3 days	Wed 9/19/18	Fri 9/21/18	34																		
36		Surfacing and Pavement	30 days	Tue 8/7/18	Mon 9/17/18																			
37		Cellular Concrete Fill	3 days	Tue 8/7/18	Thu 8/9/18	26																		
38		Gravel Base Courses	2 days	Fri 8/31/18	Mon 9/3/18	37FS+15 days																		
39		Planing Bituminous Pavement	1 day	Thu 9/6/18	Thu 9/6/18	41																		
40		Asphalt Pavement	5 days	Tue 9/11/18	Mon 9/17/18	39,32																		
41		Cement Conc. Vertical Curb and Gutter	2 days	Tue 9/4/18	Wed 9/5/18	38																		
42		Cement Conc. Sidewalk	3 days	Thu 9/6/18	Mon 9/10/18	41																		
43		Cement Conc. Curb Ramp Type Parallel	1 day	Tue 9/11/18	Tue 9/11/18	42																		
44		Cement Conc. Curb Ramp Type Combinatic	1 day	Wed 9/12/18	Wed 9/12/18	43																		
45		Traffic	3 days	Tue 9/18/18	Thu 9/20/18																			
46		Paint Line	1 day	Tue 9/18/18	Tue 9/18/18	40																		
47		Plastic Traffic Symbols/Lines	2 days	Wed 9/19/18	Thu 9/20/18	46																		
48		Site Work	109 days	Thu 4/26/18	Tue 9/25/18																			
49		Native Wetland Seed Mix	1 day	Thu 4/26/18	Thu 4/26/18	22																		
50		Sitka Willow Stakes	1 day	Fri 4/27/18	Fri 4/27/18	49																		
51		Coated Chain Link Fence Type 4	2 days	Mon 9/24/18	Tue 9/25/18	34,35																		



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, January 23, 2018

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

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

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. 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
Jared Mead, Councilmember*

Councilmembers Absent:

Mark Bond, Councilmember

Mayor Pro Tem Holtzclaw made a motion to excuse Councilmember Bond due to illness. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Police Chief Greg Elwin led the meeting for City Manager Rebecca Polizzotto who was absent.

AUDIENCE COMMUNICATION

- A.** Brooke Knight, Northshore Senior Center CEO, addressed Council to express her happiness with the relationship that has developed between the senior center and the City and thanked the Council and City Manager for their vision and determination to see the project through and help provide a new facility that adequately meets the needs of the City's aging population.
- B.** Paul Heise, a Mill Creek resident, addressed Council seeking a timeframe for chip seal work to be done in his neighborhood, Heatherwood West.

STUDY SESSION

January 23, 2018 REGULAR COUNCIL MEETING MINUTES

C. Snohomish County Emergency Radio System (SERS) System-Wide Upgrade

Mayor Pruitt introduced Chief of Police Greg Elwin who explained the current critical state of the Snohomish County Emergency Radio System, the importance of a replacement system, estimated upgrade costs and potential funding options to replace the outdated analog system with an all-encompassing digital system. Council engaged in discussion.

Mayor Pro Tem Holtzclaw made a motion to adopt Resolution 2018-571 as presented with an additional recital to be added emphasizing equitable countywide funding in support of a new emergency radio system. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- D. Payroll and Benefit ACH Payments in the Amount of \$209,502.32**
(Audit Committee: Mayor Pro Tem Holtzclaw and Councilmember Cavaleri)
- E. City Council Meeting Minutes of January 2, 2018**

Councilmember Cavaleri made a motion to approve the consent agenda. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

REPORTS

F. Mayor/Council

Mayor Pruitt reported that she will be attending the Arena Sports Grand Opening event on January 25.

Mayor Pruitt suggested that Councilmembers submit interview questions to the City Manager in preparation for the upcoming vacant Council position interviews.

Councilmember Cavaleri reported that he will be attending the Arena Sports Grand Opening event.

Mayor Pro Tem Holtzclaw addressed Mr. Heise's earlier comments stating that the Council is waiting on a report from the City Manager regarding cost estimates and timing before the chip seal process can begin in Heatherwood West.

Mayor Pro Tem Holtzclaw reported that the Snohomish County Tomorrow meeting was pushed back one week and that the Planning Advisory Committee (PAC) has deferred taking action on the Countywide Planning Policies (CPPs) until their meeting in February.

Councilmember Todd reported that Everett Public Schools will be holding a bond and levy information session on January 26 at the Educational Resource Center in Everett.

Councilmember Todd reported that he attended the Snohomish County Cities (SCC) meeting last week.

January 23, 2018 REGULAR COUNCIL MEETING MINUTES

Councilmember Todd reported that he will be attending AWC City Action Days in Olympia on January 24.

G. Chief of Police

Chief Elwin reported that Officer Nathan Lerma and K9 Bagira have completed their training and are now a state certified tracking team.

Chief Elwin reported that the Executive Session scheduled for tonight's meeting has been cancelled due to the City Manager's absence.

AUDIENCE COMMUNICATION

H. There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 6:44 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk



MINUTES

City Council Regular Meeting

5:00 p.m. - Tuesday, February 6, 2018

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

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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
Jared Mead, Councilmember*

Councilmembers Absent:

NEW BUSINESS

A. City Council Appointment

City Manager Rebecca Polizzotto reviewed the process to be utilized by the Council for the conduct of initial applicant interviews for vacant City Council Position No. 1.

The following fourteen applicants were given a ten minute interview that included two minutes for an opening statement:

1. David Chapin
2. Brad Craig
3. Melissa Duque
4. Joyce Eleanor
5. Carmen Fisher
6. Tyler Hogan
7. Drew Lippman
8. Herbie Martin

February 6, 2018 REGULAR COUNCIL MEETING MINUTES

- 9. Ross Maynard
- 10. Mark Oostra
- 11. Luis Perry
- 12. John Steckler
- 13. Dennis Teschlog
- 14. Stephanie Vignal

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- B.** To evaluate the qualifications of a candidate for appointment to elected office per RCW 42.30.110 (1)(h)

The meeting recessed to executive session at 7:47 p.m. for up to 40 minutes, which was subsequently extended for up to 15 minutes.

RECONVENE TO REGULAR SESSION

- C.** The meeting reconvened to regular session at 8:45 p.m.
- D.** Nominations for finalists

City Manager Rebecca Polizzotto opened the nomination round for finalists.

Councilmember Todd nominated John Steckler as a finalist. Mayor Pro Tem Holtzclaw seconded the nomination.

Councilmember Cavaleri nominated Dennis Teschlog as a finalist. Councilmember Todd seconded the nomination.

Councilmember Mead nominated Stephanie Vignal as a finalist. Councilmember Cavaleri seconded the nomination.

- E.** Appointment of a finalist

City Manager Polizzotto reviewed the process to be utilized by the Council for appointment of a finalist to City Council Position No. 1. Ballots were passed out, collected and tabulated by City Manager Polizzotto and Acting City Clerk Gina Pfister. Results were as follows:

Round 1: John Steckler 2 votes, Dennis Teschlog 3 votes, Stephanie Vignal 1 vote.
Round 2: John Steckler 3 votes, Dennis Teschlog 3 votes.
Round 3: John Steckler 3 votes, Dennis Teschlog 3 votes.

Council engaged in discussion to determine whether or not to hold an executive session.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- F.** To evaluate the qualifications of a candidate for appointment to elected office per

February 6, 2018 REGULAR COUNCIL MEETING MINUTES

RCW 42.30.110 (1)(h)

The meeting recessed to executive session at 9:00 p.m. for up to 10 minutes.

RECONVENE TO REGULAR SESSION

G. The meeting reconvened to regular session at 9:02 p.m.

Council engaged in discussion on whether to hold additional interviews on another day.

Appointment of a finalist continued.

Round 4: John Steckler 3 votes, Dennis Teschlog 3 votes.

Round 5: John Steckler 3 votes, Dennis Teschlog 3 votes.

Round 6: John Steckler 4 votes, Dennis Teschlog 2 votes.

At 9:11 p.m. Councilmember Todd made a motion that by acclamation, Council agreed to continue the process that was in place by working on the one agenda item and stay past 8:30 p.m. Motion included extending the meeting up to 9:30 p.m. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

OATH OF OFFICE

H. Oath of Office for newly appointed Councilmember, John Steckler.

City Manager Rebecca Polizzotto administered the Oath of Office for newly appointed Councilmember, John Steckler.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:17 p.m.

Pam Pruitt, Mayor

Gina Pfister, Acting City Clerk

February 6, 2018 REGULAR COUNCIL MEETING MINUTES

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

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

MAY						
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	31		

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: March 2, 2018

March 13, 2018

(Agenda Summary due February 27)

- Presentation:
 - Sweetwater Ranch Stormwater Capital Project
- Work Session: Long Term Planning
 - Recreational Opportunities
 - Public Safety
- Business Expense Policy
- Reports:
 - Labor/Management Minutes

March 27, 2018

(Agenda Summary due March 13)

- Work Session: Long Term Planning
 - Economic Prosperity
 - Leadership
- Work Session:
 - Code Revision - Repeal of Board of Appeals/Adjustment
 - Administrative approval of long plats
- Public Records Act Policy
- Addendum: Exploration Park Design Services

April 3, 2018

- Snohomish County Update - Dave Somers
- Work Session: Long Term Planning
 - Long Term Planning
- Senior Center Contract Renewal - 2018
- Presentation: Chief for a Day
- Update - Exploration Park Project
 - Construction Mgmt Contract
 - Cost Estimates
 - Schedule

April 10, 2018

(Agenda Summary due March 27)

- WRIA 8 ILA
- Presentation: EGUV Development Agreement
- 35th Construction Project
 - Bid Award
 - Communications Plan
- Reports
 - Labor Management Minutes

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

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

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	

April 24, 2018

(Agenda Summary due April 10)

- Exploration Park
 - Bid Award
 - Communications Plan
- Reports
 - Quarterly Financial Report

May 1, 2018

(Agenda Summary due April 17)

- Beaver Management Plan

May 8, 2018

- Presentation: Website Update - 6 Month Check In
- Presentation: Sports Tourism Feasibility Study
- Reports
 - Memorial Day Update

May 22, 2018

- Long term planning impacts from Paine Field commercial flights. Work Session:

Work in Progress - Upcoming Agenda Items

- Personnel Policies and Procedures
- Freedom Field Grant Contract
- Freedom Field Construction Contract
- Budget Calendar
 - CIP Policies
 - Financial Policies

Possible Work Session Topics for Discussion

- Parking Codes
- Business signs
- MCCA storm water discussions
- Sports Fields
- Repair Issues
- Utility Project Management
- Review of Criminal Justice Costs/Alternatives
- Status update on County's SHR project
- 128th St as an ST3 Station
- Issues re: no parking on sidewalks
- Development Projects in Progress
- Hotel/Motel Theater Tax
- Resort Fees
- Partnerships with Everett School District
- Development code change to allow redevelopment along Mill Creek Blvd/North Creek
- Council Chambers Configuration



MEMORANDUM

TO: Rebecca Polizzotto, City Manager
FROM: Peggy Lauerman, Director of Finance and Administration
DATE: February 20, 2018
SUBJECT: Financial Reports for the period ending December 31, 2017

General Fund:

Fund Balance (see related reports and graphs)

Fund balance at the end of December is \$7,320,040. This represents an increase of \$999,000 when compared to the amended biennium budget.

Revenues (see related reports and graphs):

General Fund revenues of \$13,342,550 are \$881,000 ahead of the revenue budget to date. Revenues have increased approximately \$500,000 when compared to 2016 exclusive of the transfer in from REET.

Regular and EMS property tax revenue for the quarter increased as the City received the second half of the taxes from the County. The City collected \$3,620,000 during the last quarter of the year bringing the total to \$7,737,917 for the year.

The City received \$742,000 in sales tax in Q4, which represents an increase of \$87,000 over the same period in 2016. Sales tax collections for this quarter represent proceeds from August, September, and October 2017 as the state has a two month lag remitting to jurisdictions. Sales tax collected for 2017 was \$2,827,914 which is an increase from the previous year of \$414,000.

Charges for Services are \$278,000 ahead of the amended biennial as a result of development services and passport revenues. Passport revenues continue at a strong pace. The customer service team processed 14,100 passports this year, which represents an increase of 4,300 applications, or 44% over 2016. The original biennial budget for passports of \$450K was achieved in 2017. Development services overachieved plan by \$113,000. As a result, the passport budget along with development/plan check fees were amended and increased by \$250,000 for the biennium.

Expenditures (see General Fund Expenditure Report and related graphs):

General Fund expenditures to date are \$12,373,642 and are under plan by \$118K. These expenditures represent 49.4% of the amended biennium budget.

Expenditures (see Expenditures by Kind Report):

The single largest expense for the City is salaries and benefits which total \$6.8M or 48% across all funds. Salaries and benefits related to the general fund only are 6M or 48% for the general fund.

Professional services for the City totaled \$653,000 or 5% of the total expense for the City. General Fund professional services were \$336,000 or 3% of total GF expenditures.

Professional services-legal were \$321,000 or 3% of general fund total expenditures. During 2017 legal fees were incurred for union negotiations and associated public records requests; SnoCom/SnoPac consolidation; disposition of the City's interest in the Rucker Building; council elections and policy development. Fees related to these items are largely considered one-time expenditures and should either not reoccur or not occur in the immediate future.

Services related to jail, prosecution, defense and court costs totaled \$482,000 or 4% of the total general fund expenditures.

Fire, dispatch fees and SERS expenses total \$4,125,000 or 33% of general fund expenditures for the City.

Other Funds:**REET:**

REET had an outstanding year in Mill Creek with revenue of \$1,279,000 or 84.2% collected. This is great news as we head into 2018 and look at our CIP and future infrastructure improvements.

CIP:

IT expenditures related to replacing the old tape back-up system in Q3 totaled \$22,000. Website development costs are \$20,000 through December 2017. The City has been awarded a grant in the amount of \$10,000 to be used for reimbursement against website design costs.

Parks:

Costs incurred in 2017 related to Exploration Park totaled \$81K. Mill Creek Sports Park incurred \$30K for lighting.

Road Improvement Fund:

The first installment payment of \$100,000 in accordance with Section 3.3 of the Interlocal Agreement between Snohomish County and the City of Mill Creek for the Seattle Hill Road improvement was made during Q2 2017. Expenditures incurred to date for 35th Avenue project was \$38,000. The City incurred \$230,000 as a result of the overlay for Wildflower and Mill Park Village. This replaced the chip seal product that was applied in the previous year.

Recreation Fund:

Recreation has received 44.6% of its budgeted revenues and 44.4% of the budgeted expenses have been spent. The cost recovery ratio without the General Fund contribution is 80%.

Balance Sheet:

Cash and Investments (see Cash and Investment Report):

The City's cash and investment balances were \$544,082 and \$19,526,273 respectively. The City invests in U.S. Government Securities and the Local Government Investment Pool (LGIP). As of December 31, 2017, the City had \$7,229,784 invested in securities and \$12,296,489 invested in the LGIP.

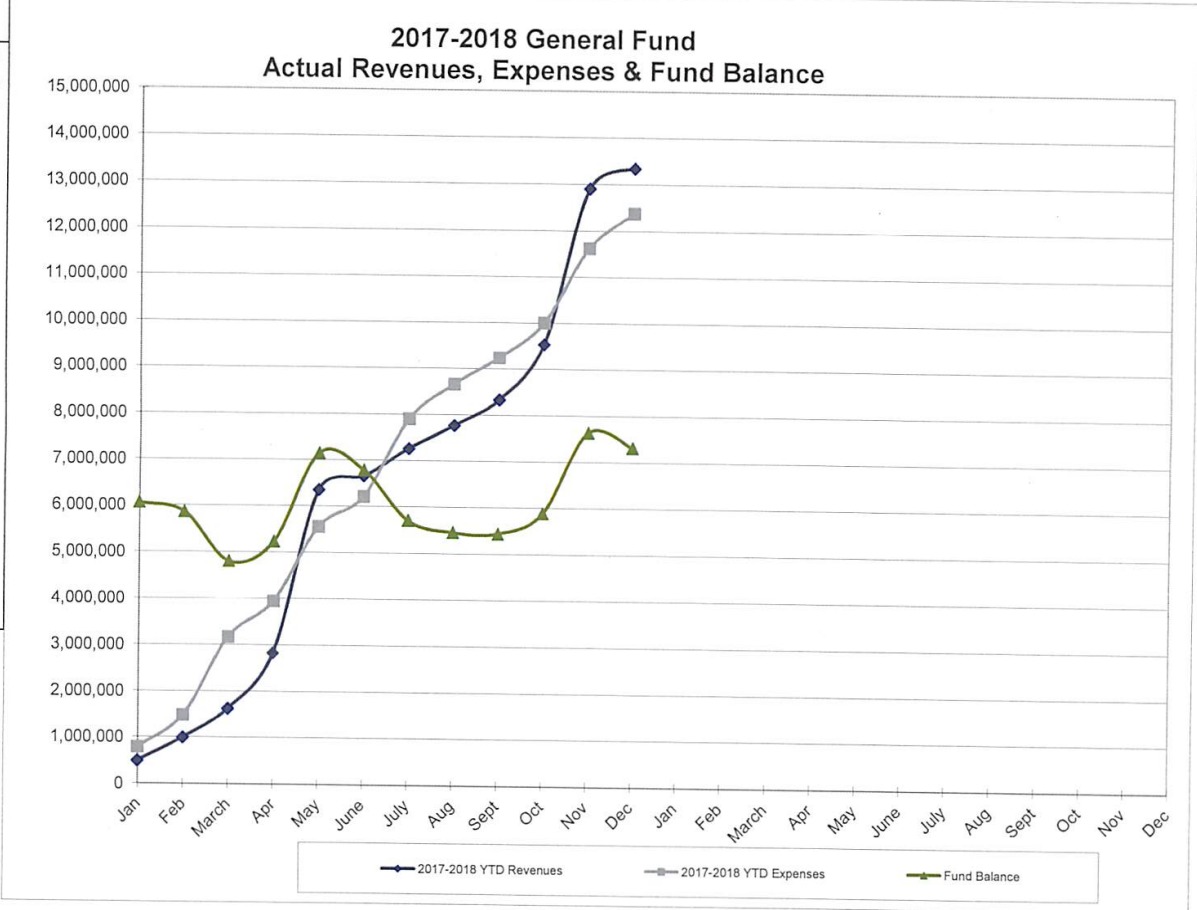
The City will review cash flow for CIP needs before investing in longer term securities.

Compensated Absences:

Compensated absences are absences for which employees will be paid, such as vacation and sick leave. The City does not accrue accumulated unpaid vacation and associated employee-related costs when earned by the employee and are not reflected in the financial statements. The value of these absences is \$ \$473,754.06 on December 31, 2017.

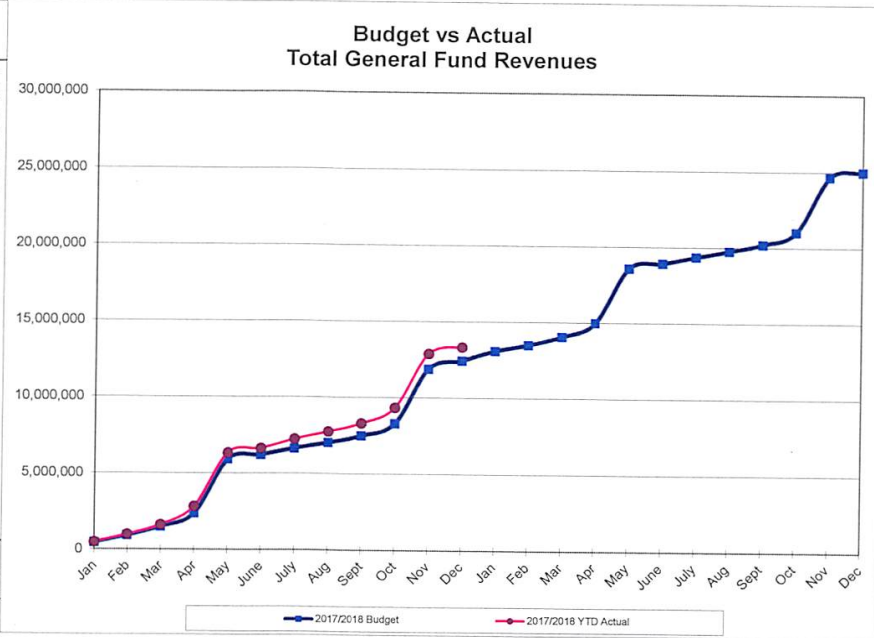


Month	2017-2018 YTD Revenues	2017-2018 YTD Expenses	Fund Balance
Jan	491,187	782,129	6,060,192
Feb	994,686	1,481,174	5,864,645
March	1,627,223	3,171,580	4,806,776
Apr	2,829,996	3,946,843	5,234,286
May	6,355,003	5,557,668	7,148,469
June	6,659,072	6,215,283	6,794,922
July	7,263,387	7,903,362	5,711,158
Aug	7,771,259	8,660,377	5,462,015
Sept	8,331,171	9,242,028	5,440,277
Oct	9,538,718	10,004,105	5,885,746
Nov	12,903,506	11,615,796	7,638,842
Dec	13,342,550	12,373,642	7,320,041



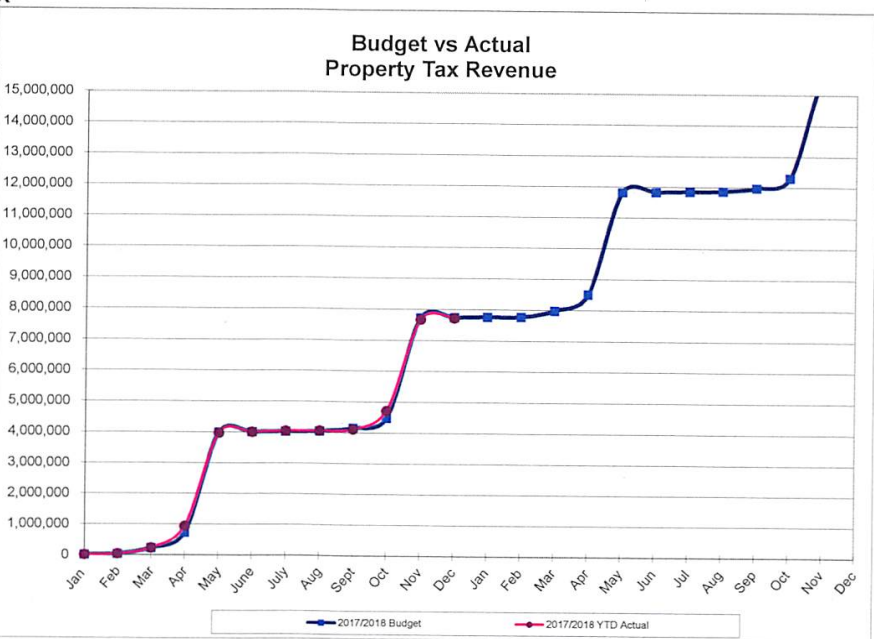
Total General Fund Revenues

Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	466,353	491,187
Feb	931,371	994,686
Mar	1,502,438	1,627,223
Apr	2,382,800	2,829,996
May	5,932,565	6,355,003
June	6,238,733	6,659,072
July	6,661,393	7,263,387
Aug	7,054,411	7,771,259
Sept	7,509,914	8,331,171
Oct	8,327,494	9,358,718
Nov	11,909,183	12,903,506
Dec	12,461,571	13,342,550
Jan	13,095,351	
Feb	13,516,766	
Mar	14,066,427	
Apr	14,994,134	
May	18,613,716	
June	18,953,599	
July	19,378,655	
Aug	19,777,312	
Sept	20,234,221	
Oct	21,056,126	
Nov	24,684,796	
Dec	25,029,600	
YTD over (under) Budget		880,979
Actual % of YTD Budget		107.1%
% of Total Budget Collected		53.3%



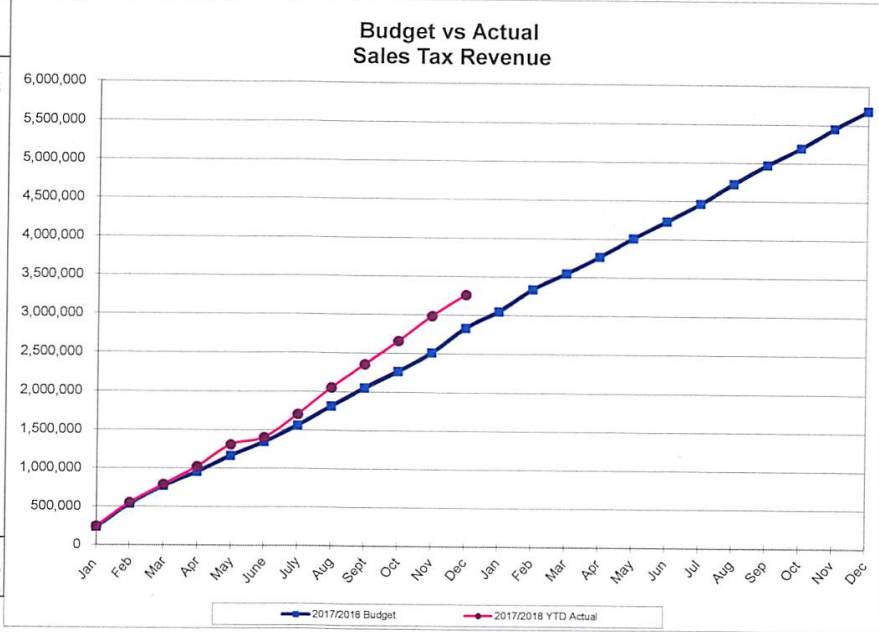
REGULAR & EMS PROPERTY TAX

Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	15,523	13,085
Feb	43,284	45,888
Mar	235,077	243,476
Apr	745,082	951,905
May	4,004,818	3,983,616
June	4,020,340	4,016,712
July	4,035,863	4,052,916
Aug	4,051,386	4,065,325
Sept	4,160,043	4,117,981
Oct	4,486,017	4,722,985
Nov	7,745,752	7,691,733
Dec	7,761,275	7,737,917
Jan	7,777,021	
Feb	7,784,894	
Mar	7,989,594	
Apr	8,517,091	
May	11,823,785	
Jun	11,839,531	
Jul	11,855,277	
Aug	11,871,023	
Sep	11,981,246	
Oct	12,311,916	
Nov	15,618,610	
Dec	15,634,356	
YTD over (under) Budget		(23,358)
Actual % of YTD Budget		99.7%
% of Total Budget Collected		49.5%



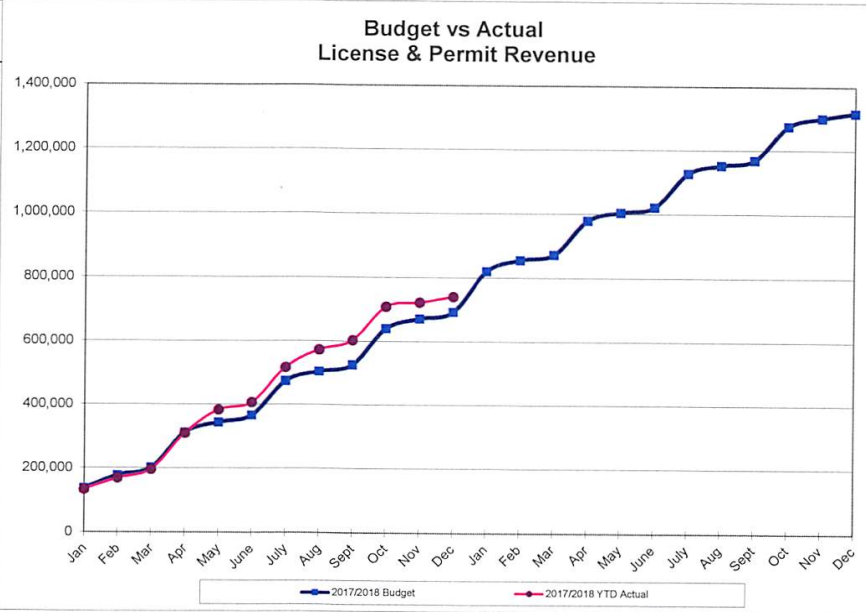
**General Fund Revenues
RETAIL, PUBLIC SAFETY & CRIMINAL JUSTICE SALES TAX**

Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	237,791	245,491
Feb	539,129	554,008
Mar	774,577	792,003
Apr	957,294	1,025,133
May	1,168,249	1,310,348
June	1,347,232	1,405,324
July	1,568,446	1,710,676
Aug	1,820,436	2,056,071
Sept	2,056,620	2,360,652
Oct	2,272,807	2,662,631
Nov	2,516,956	2,989,353
Dec	2,835,890	3,265,031
Jan	3,052,772	
Feb	3,340,894	
Mar	3,548,947	
Apr	3,769,705	
May	4,014,743	
Jun	4,237,991	
Jul	4,468,217	
Aug	4,730,477	
Sep	4,976,273	
Oct	5,201,256	
Nov	5,455,382	
Dec	5,683,550	
YTD over (under) Budget		429,140
Actual % of YTD Budget		115.1%
% of Total Budget Collected		57.4%



LICENSES & PERMITS

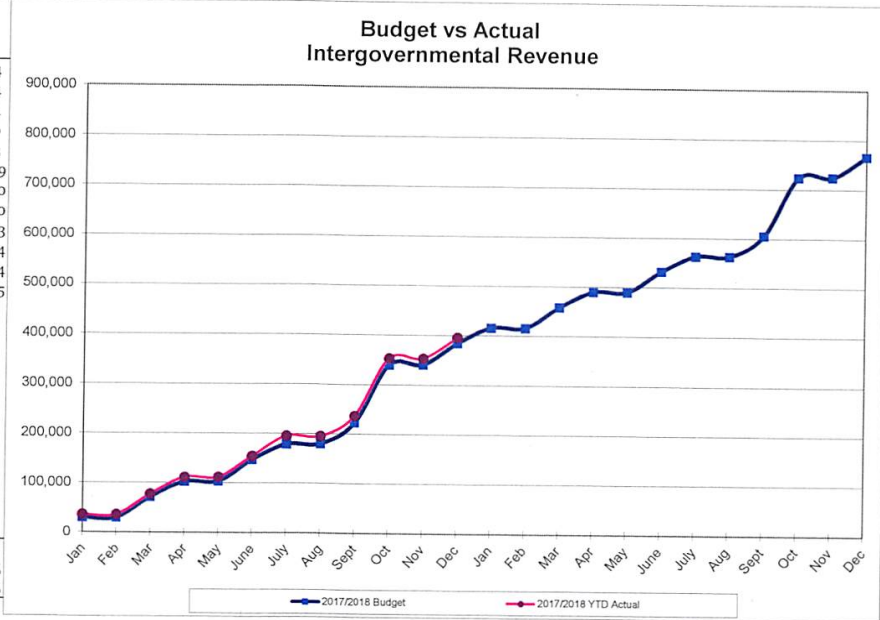
Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	136,740	133,900
Feb	178,309	168,808
Mar	202,129	196,786
Apr	312,668	310,199
May	344,593	383,975
June	367,247	407,438
July	476,072	519,065
Aug	506,726	574,141
Sept	528,381	604,368
Oct	641,205	709,346
Nov	671,860	722,652
Dec	693,514	741,192
Jan	821,295	
Feb	856,497	
Mar	873,948	
Apr	980,029	
May	1,005,662	
June	1,022,295	
July	1,128,007	
Aug	1,153,640	
Sept	1,170,272	
Oct	1,275,985	
Nov	1,301,617	
Dec	1,318,250	
YTD over (under) Budget		47,678
Actual % of YTD Budget		106.9%
% of Total Budget Collected		56.2%



General Fund Revenues

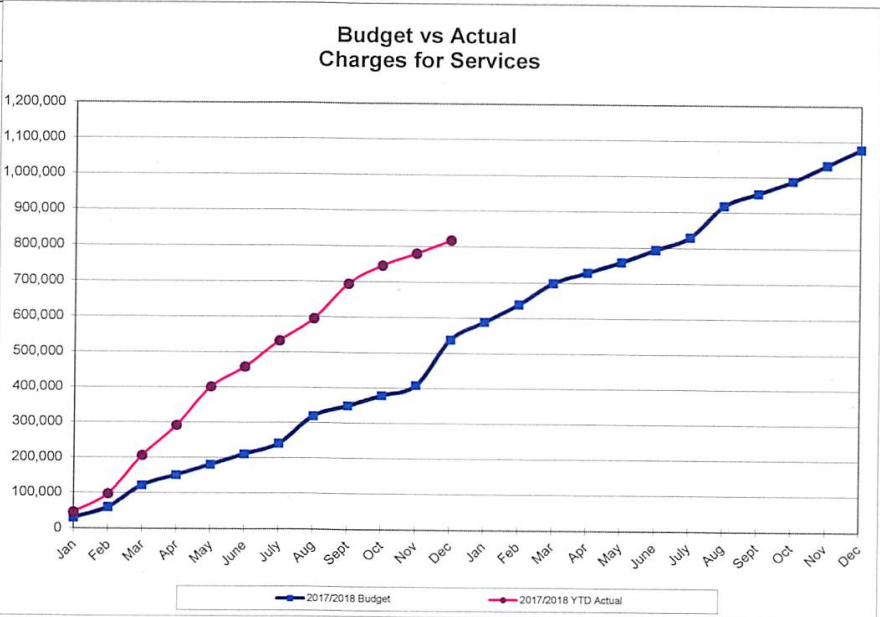
INTERGOVERNMENTAL & GRANTS

Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	29,949	36,044
Feb	29,949	36,044
Mar	71,806	78,061
Apr	103,110	112,170
May	104,466	112,923
June	147,678	154,939
July	178,982	195,570
Aug	180,338	195,570
Sept	223,550	237,583
Oct	340,350	353,614
Nov	341,705	353,814
Dec	384,917	396,415
Jan	416,253	
Feb	416,437	
Mar	458,659	
Apr	489,995	
May	490,178	
June	532,401	
July	563,737	
Aug	563,920	
Sept	606,142	
Oct	724,649	
Nov	724,832	
Dec	767,054	
YTD over (under) Budget		11,498
Actual % of YTD Budget		103.0%
% of Total Budget Collected		51.7%



CHARGES FOR SERVICES

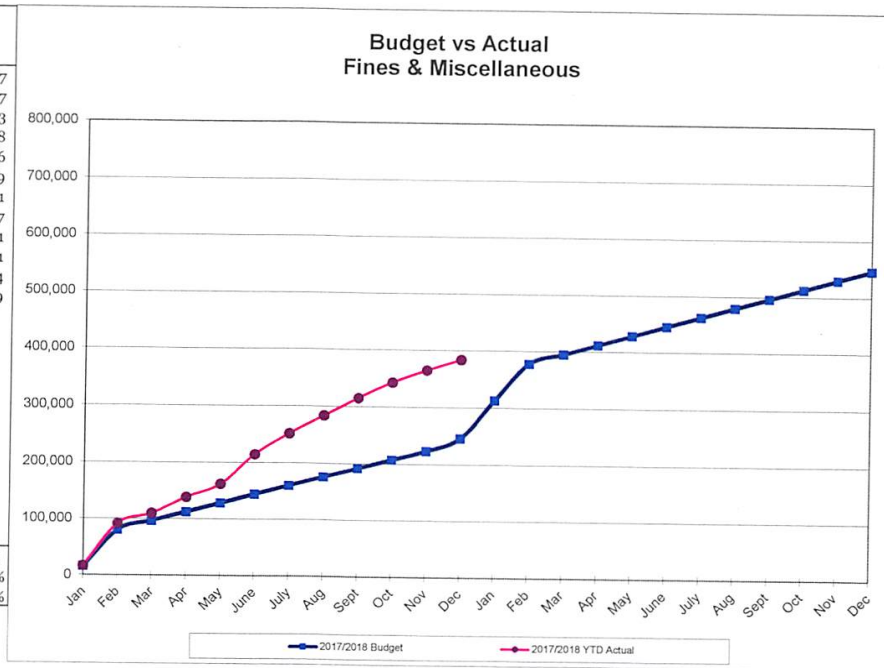
Month	2017/2018 Budget	2017/2018 YTD Actual
Jan	29,975	45,481
Feb	59,951	97,426
Mar	121,726	206,206
Apr	151,702	291,702
May	181,677	401,936
June	211,653	459,369
July	241,628	533,069
Aug	319,303	595,915
Sept	349,279	694,756
Oct	379,254	746,571
Nov	409,230	780,599
Dec	539,205	817,627
Jan	589,365	
Feb	639,524	
Mar	699,884	
Apr	730,043	
May	760,203	
June	795,363	
July	830,522	
Aug	918,482	
Sept	953,641	
Oct	988,801	
Nov	1,033,960	
Dec	1,079,120	
YTD over (under) Budget		278,422
Actual % of YTD Budget		151.6%
% of Total Budget Collected		75.8%



General Fund Revenues

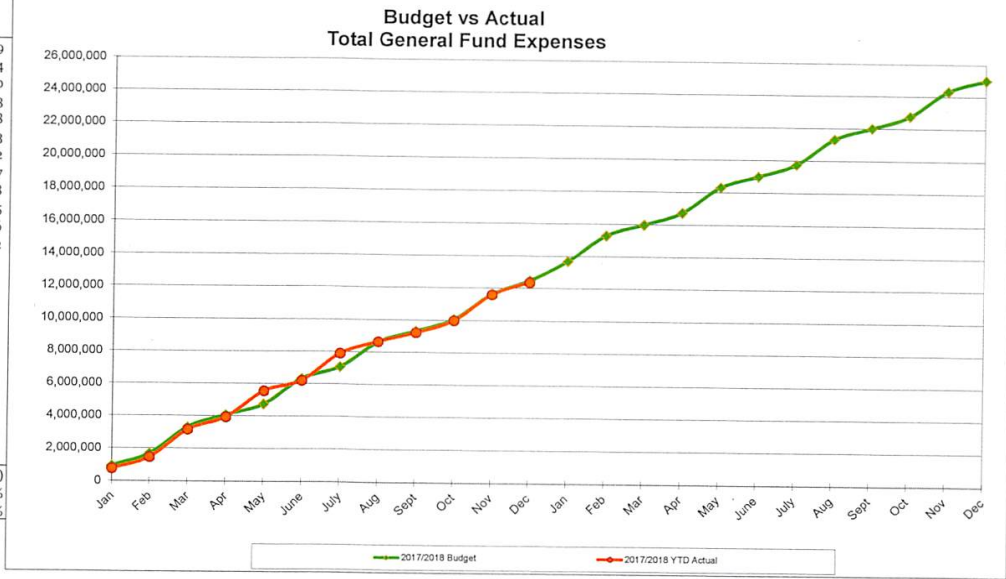
FINES & MISCELLANEOUS

Month	2017/2018	2017/2018
	Budget	YTD Actual
Jan	16,375	17,187
Feb	80,749	92,037
Mar	97,124	110,213
Apr	112,944	138,888
May	128,763	162,206
June	144,583	215,289
July	160,402	252,091
Aug	176,222	284,237
Sept	192,041	315,831
Oct	207,861	343,571
Nov	223,680	365,354
Dec	246,770	384,369
Jan	313,645	
Feb	378,520	
Mar	395,395	
Apr	412,270	
May	429,145	
June	446,020	
July	462,895	
Aug	479,770	
Sept	496,645	
Oct	513,520	
Nov	530,395	
Dec	547,270	
YTD over (under) Budget		137,599
Actual % of YTD Budget		155.8%
% of Total Budget Collected		70.2%



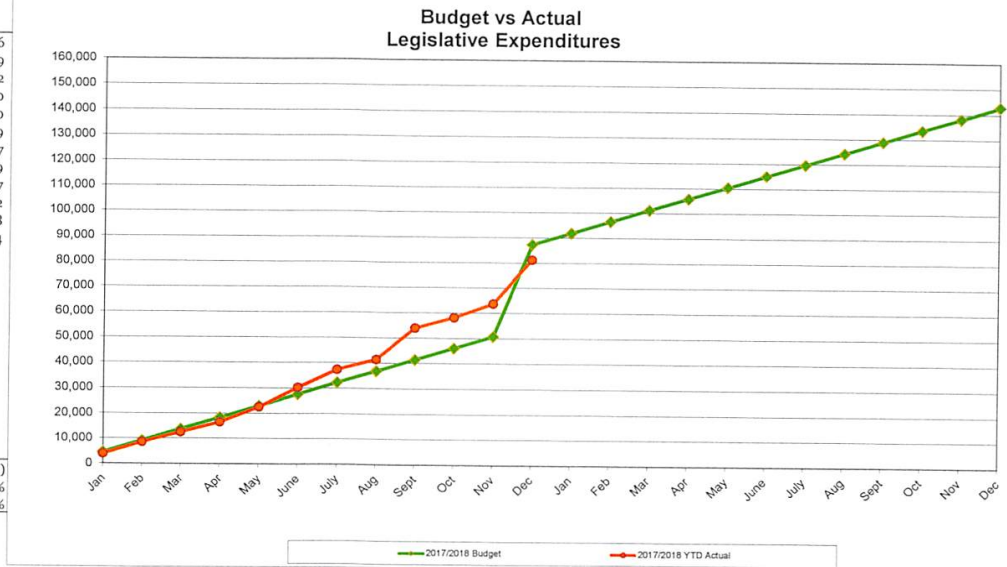
Total General Fund Expenses

Month	2017/2018	
	Budget	YTD Actual
Jan	954,330	782,129
Feb	1,700,917	1,481,174
Mar	3,318,978	3,171,580
Apr	4,084,572	3,946,843
May	4,749,659	5,557,668
June	6,331,708	6,215,283
July	7,075,535	7,903,362
Aug	8,644,434	8,660,377
Sept	9,328,045	9,242,028
Oct	10,071,872	10,004,105
Nov	11,640,772	11,615,796
Dec	12,491,653	12,373,642
Jan	13,714,368	
Feb	15,318,225	
Mar	16,006,895	
Apr	16,756,880	
May	18,328,237	
June	19,016,907	
July	19,763,191	
Aug	21,334,549	
Sept	22,023,218	
Oct	22,769,803	
Nov	24,341,160	
Dec	25,029,600	
YTD over (under) Budget		(118,011)
YTD Actual % of YTD Budget		99.1%
% of Total Budget Expended		49.4%



LEGISLATIVE

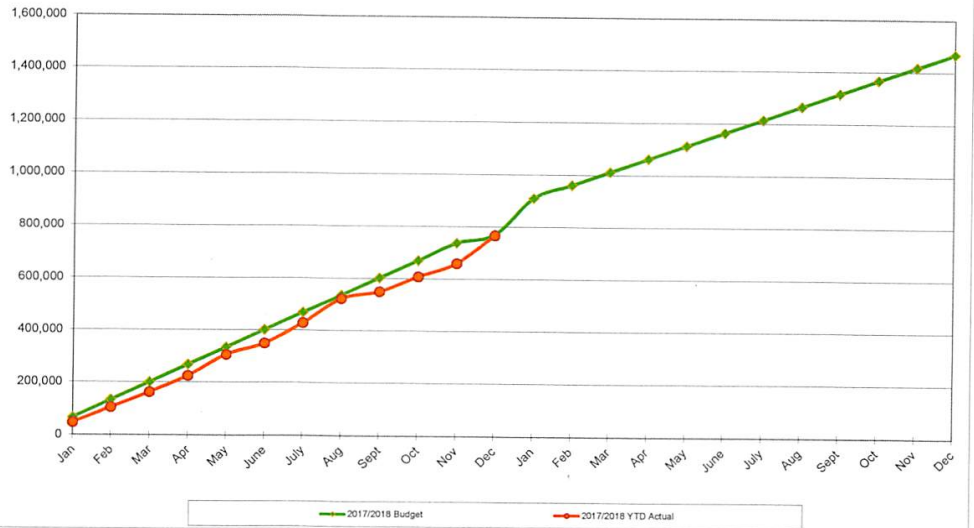
Month	2017/2018	
	Budget	YTD Actual
Jan	4,621	4,006
Feb	9,241	8,619
Mar	13,862	12,602
Apr	18,483	16,610
May	23,103	22,690
June	27,724	30,309
July	32,345	37,447
Aug	36,965	41,519
Sept	41,586	54,077
Oct	46,207	58,222
Nov	50,827	63,808
Dec	87,448	81,314
Jan	92,069	
Feb	96,690	
Mar	101,310	
Apr	105,931	
May	110,552	
June	115,173	
July	119,793	
Aug	124,414	
Sept	129,035	
Oct	133,656	
Nov	138,276	
Dec	142,897	
YTD over (under) Budget		(6,134)
YTD Actual % of YTD Budget		93.0%
% of Total Budget Expended		56.9%



CITY MANAGER

Month	2017/2018	
	Budget	YTD Actual
Jan	67,099	47,556
Feb	134,198	105,009
Mar	201,297	162,804
Apr	268,396	225,185
May	335,495	306,697
June	402,594	350,118
July	469,693	429,055
Aug	536,792	522,988
Sept	603,891	550,469
Oct	670,990	608,719
Nov	738,089	660,111
Dec	770,920	767,717
Jan	911,564	
Feb	962,208	
Mar	1,012,852	
Apr	1,063,496	
May	1,114,140	
June	1,164,784	
July	1,215,427	
Aug	1,266,071	
Sept	1,316,715	
Oct	1,367,359	
Nov	1,418,003	
Dec	1,468,647	
YTD over (under) Budget		(3,203)
YTD Actual % of YTD Budget		99.6%
% of Total Budget Expended		52.3%

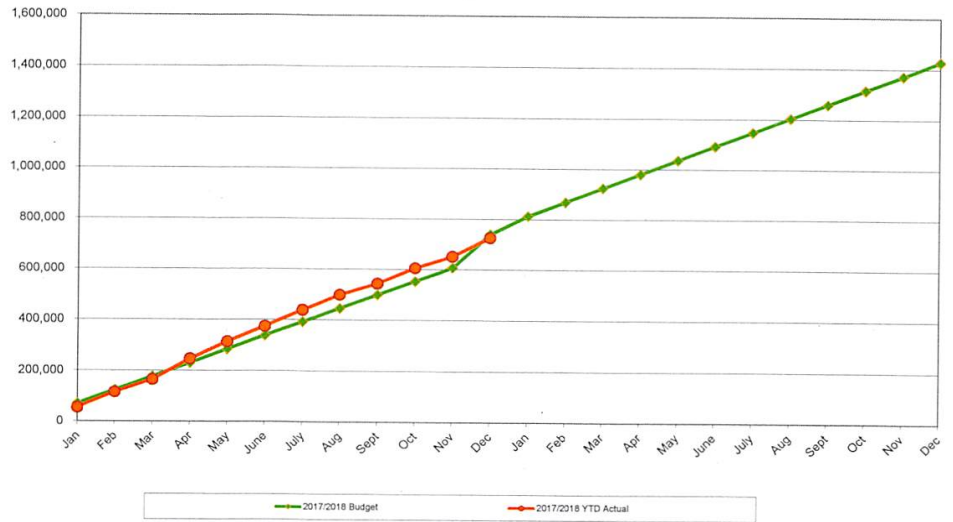
Budget vs Actual Executive Expenditures



FINANCE & ADMIN

Month	2017/2018	
	Budget	YTD Actual
Jan	70,700	55,246
Feb	124,400	116,045
Mar	178,100	166,209
Apr	231,800	247,406
May	285,500	314,300
June	339,200	374,408
July	392,899	439,198
Aug	446,599	499,799
Sept	500,299	544,802
Oct	553,999	606,272
Nov	607,699	651,939
Dec	740,667	726,796
Jan	813,584	
Feb	869,501	
Mar	925,419	
Apr	981,336	
May	1,037,253	
June	1,093,170	
July	1,149,087	
Aug	1,205,004	
Sept	1,260,922	
Oct	1,316,839	
Nov	1,372,756	
Dec	1,428,673	
YTD over (under) Budget		(13,871)
YTD Actual % of YTD Budget		98.1%
% of Total Budget Expended		50.9%

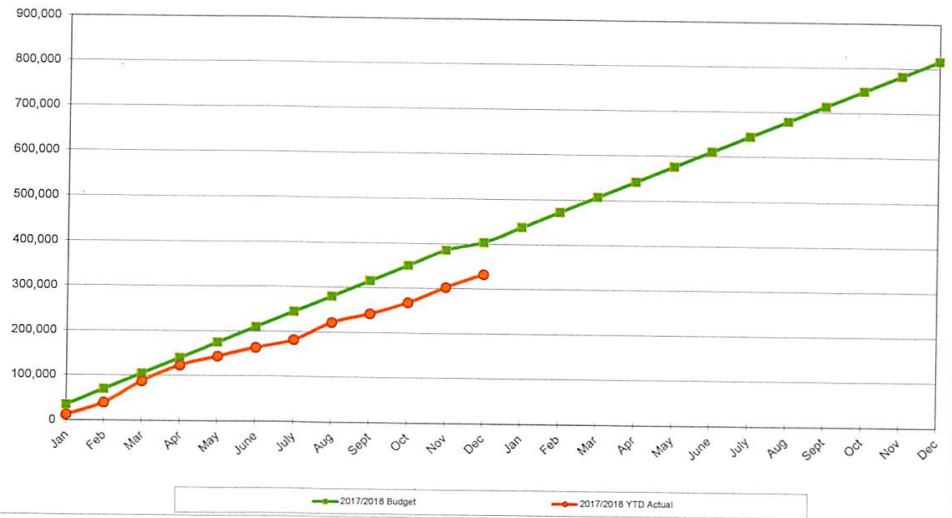
Budget vs Actual Finance Expenditures



INFORMATION TECHNOLOGY

Month	2017/2018	
	Budget	YTD Actual
Jan	35,144	12,818
Feb	70,289	39,749
Mar	105,433	87,802
Apr	140,577	123,668
May	175,722	144,333
June	210,866	164,145
July	246,010	182,284
Aug	281,155	222,509
Sept	316,299	242,684
Oct	351,443	268,569
Nov	386,588	303,232
Dec	404,732	332,943
Jan	439,119	
Feb	473,506	
Mar	507,893	
Apr	542,280	
May	576,667	
June	611,054	
July	645,440	
Aug	679,827	
Sept	714,214	
Oct	748,601	
Nov	782,988	
Dec	817,375	
YTD over (under) Budget		(71,789)
YTD Actual % of YTD Budget		82.3%
% of Total Budget Expended		40.7%

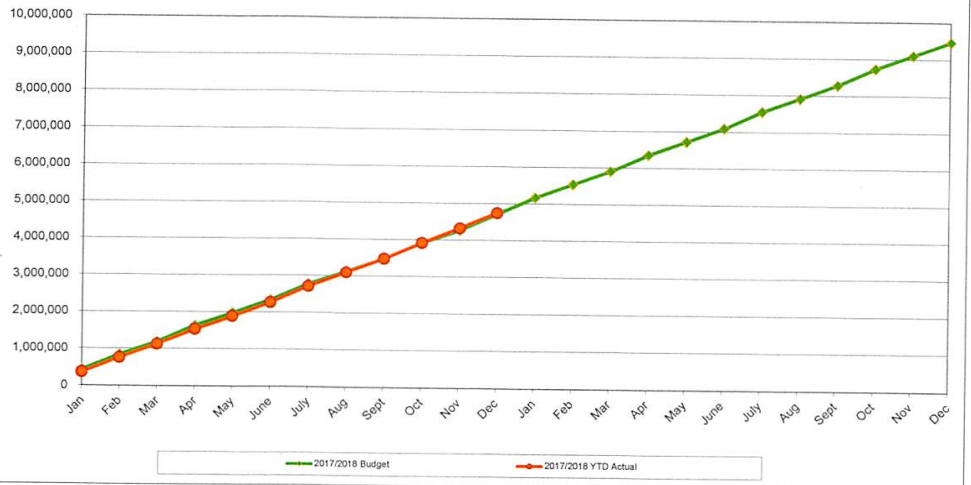
**Budget vs Actual
Information Technology Expenditures**



POLICE

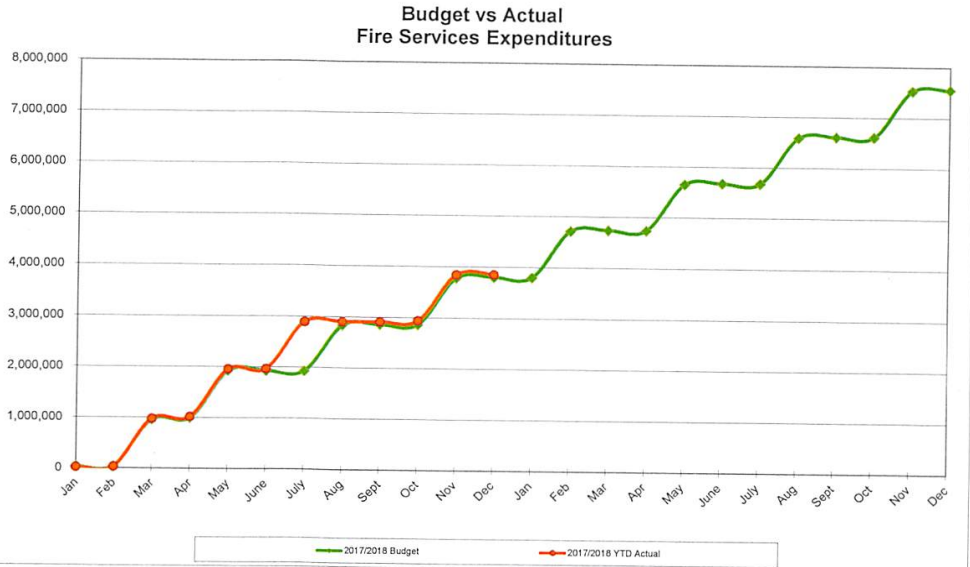
Month	2017/2018	
	Budget	YTD Actual
Jan	439,975	373,478
Feb	840,711	759,324
Mar	1,192,446	1,128,602
Apr	1,632,421	1,534,209
May	1,984,156	1,888,444
June	2,335,892	2,265,074
July	2,775,867	2,714,336
Aug	3,127,602	3,102,917
Sept	3,479,337	3,482,937
Oct	3,919,313	3,920,631
Nov	4,271,048	4,329,353
Dec	4,723,083	4,754,032
Jan	5,177,030	
Feb	5,543,737	
Mar	5,910,444	
Apr	6,365,391	
May	6,732,098	
June	7,098,805	
July	7,553,751	
Aug	7,920,458	
Sept	8,287,165	
Oct	8,742,412	
Nov	9,109,119	
Dec	9,475,826	
YTD over (under) Budget		30,949
YTD Actual % of YTD Budget		100.7%
% of Total Budget Expended		50.2%

**Budget vs Actual
Police Expenditures**



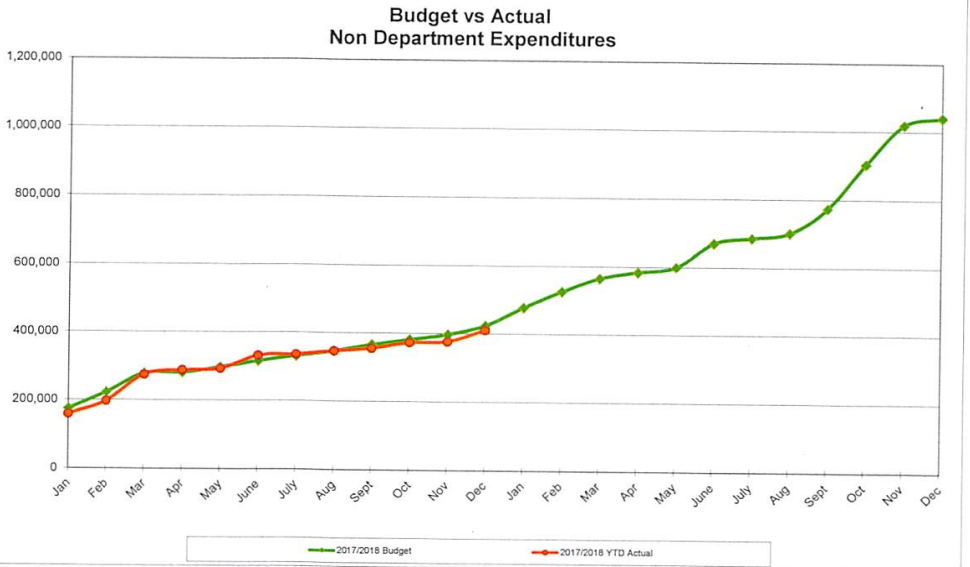
FIRE SERVICES

Month	2017/2018	
	Budget	YTD Actual
Jan	33,875	24,295
Feb	43,375	35,305
Mar	966,188	982,977
Apr	1,000,063	1,020,582
May	1,932,375	1,960,827
June	1,932,375	1,968,687
July	1,932,375	2,902,357
Aug	2,845,688	2,914,137
Sept	2,870,063	2,920,507
Oct	2,870,063	2,944,802
Nov	3,783,375	3,850,773
Dec	3,807,450	3,855,972
Jan	3,807,450	
Feb	4,720,763	
Mar	4,745,138	
Apr	4,745,138	
May	5,658,450	
June	5,682,825	
July	5,682,825	
Aug	6,596,138	
Sept	6,620,513	
Oct	6,620,513	
Nov	7,533,825	
Dec	7,557,900	
YTD over (under) Budget		48,522
YTD Actual % of YTD Budget		101.3%
% of Total Budget Expended		51.0%



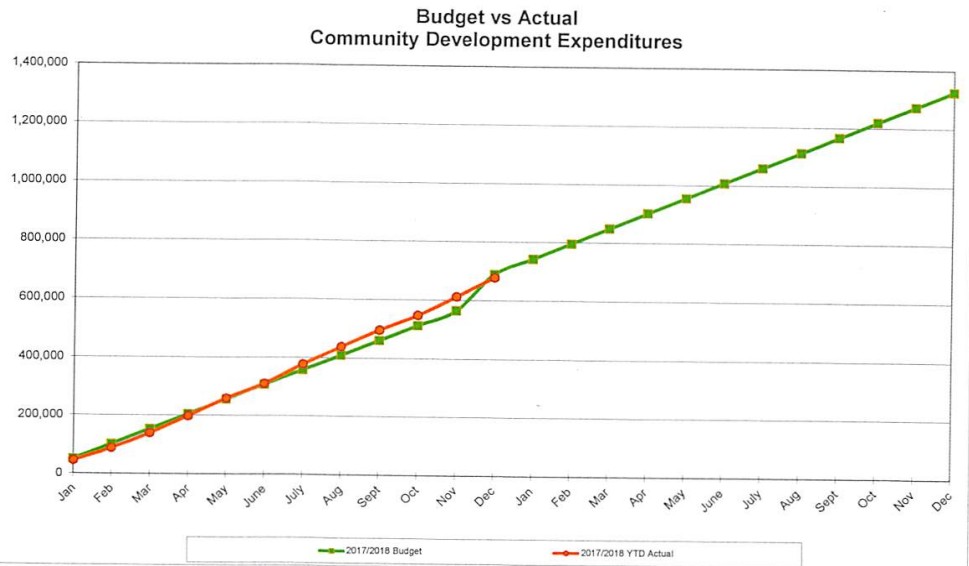
NON DEPARTMENT

Month	2017/2018	
	Budget	YTD Actual
Jan	175,212	159,421
Feb	223,297	197,941
Mar	278,542	275,364
Apr	282,018	288,260
May	297,603	293,682
June	316,836	332,539
July	332,420	336,766
Aug	348,005	347,934
Sept	367,238	356,772
Oct	382,822	374,183
Nov	398,407	377,692
Dec	424,910	411,806
Jan	478,577	
Feb	526,513	
Mar	565,930	
Apr	585,067	
May	600,503	
June	672,190	
July	687,627	
Aug	703,063	
Sept	774,750	
Oct	904,727	
Nov	1,020,163	
Dec	1,041,850	
YTD over (under) Budget		(13,104)
YTD Actual % of YTD Budget		96.9%
% of Total Budget Expended		39.5%



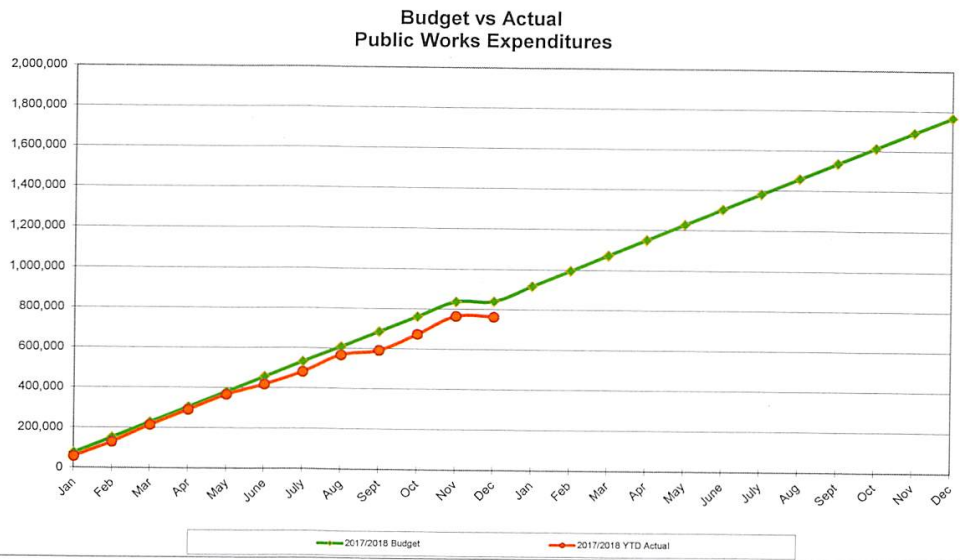
COMMUNITY DEVELOPMENT

Month	2017/2018	
	Budget	YTD Actual
Jan	51,406	46,633
Feb	102,811	88,786
Mar	154,217	140,363
Apr	205,622	199,112
May	257,028	259,614
June	308,434	310,793
July	359,839	378,772
Aug	411,245	439,687
Sept	462,650	497,012
Oct	514,056	548,159
Nov	565,461	612,644
Dec	690,365	679,115
Jan	743,425	
Feb	796,485	
Mar	849,545	
Apr	902,605	
May	955,665	
June	1,008,725	
July	1,061,784	
Aug	1,114,844	
Sept	1,167,904	
Oct	1,220,964	
Nov	1,274,024	
Dec	1,327,084	
YTD over (under) Budget		(11,250)
YTD Actual % of YTD Budget		98.4%
% of Total Budget Expended		51.2%



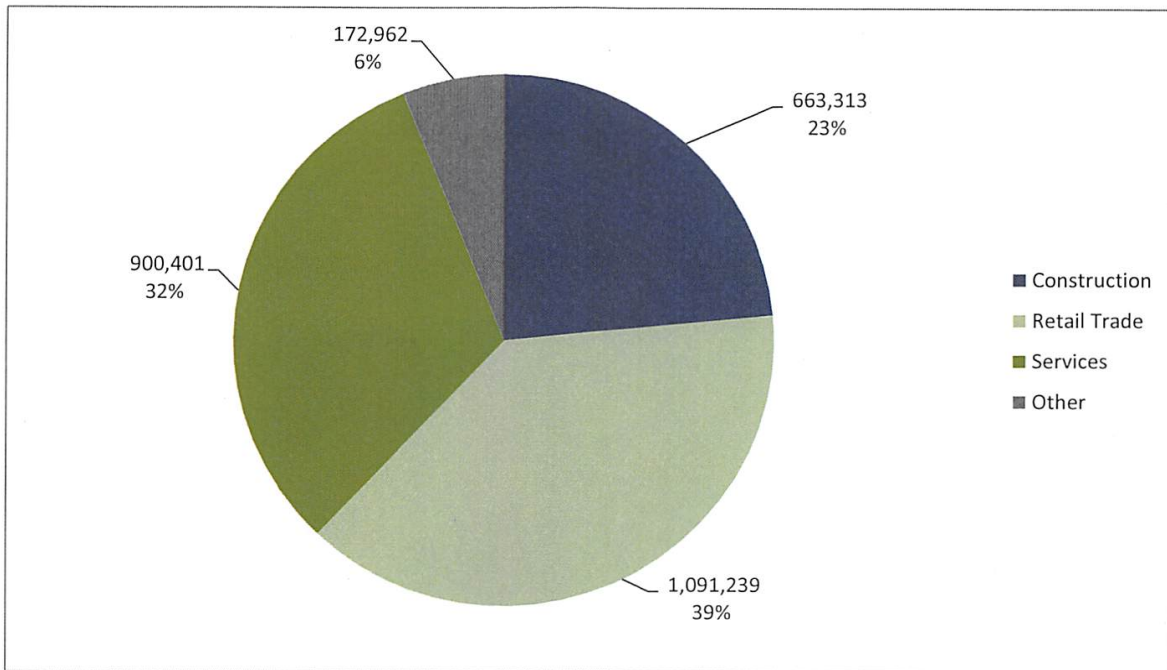
PUBLIC WORKS

Month	2017/2018	
	Budget	YTD Actual
Jan	76,298	58,677
Feb	152,596	130,396
Mar	228,894	214,858
Apr	305,192	291,811
May	381,490	367,080
June	457,788	419,210
July	534,086	483,147
Aug	610,384	568,888
Sept	686,682	592,767
Oct	762,980	674,548
Nov	839,278	766,245
Dec	842,078	763,947
Jan	919,351	
Feb	996,623	
Mar	1,073,896	
Apr	1,151,168	
May	1,228,441	
June	1,305,713	
July	1,382,986	
Aug	1,460,258	
Sept	1,537,531	
Oct	1,614,803	
Nov	1,692,076	
Dec	1,769,348	
YTD over (under) Budget		(78,131)
YTD Actual % of YTD Budget		90.7%
% of Total Budget Expended		43.2%





2017 YTD Sales Tax Revenue



Paid to the City in 2017	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
Construction	109,115	149,206	208,318	196,674	663,313
Retail Trade	271,886	251,036	298,160	270,156	1,091,239
Services	218,538	217,031	233,574	231,258	900,401
Other	43,271	37,538	48,613	43,540	172,962
Total Received	642,810	654,810	788,666	741,628	2,827,914



General Fund Revenue Report
For the period ending December 31, 2017

	Biennial Budget 2017/2018	Biennial Actual YTD 12/31/2017	Budget vs Actual Over/(Under)	% of Budget Collected	Budget Through 12/31/17	Actual Over (Under) Budget
REVENUES						
Property Tax-Regular	12,319,670	6,097,809	(6,221,861)	49.5%	6,112,180	(14,371)
Property Tax-EMS Levy	3,314,686	1,640,108	(1,674,578)	49.5%	1,649,095	(8,987)
Sales Tax	4,658,000	2,642,914	(2,015,086)	56.7%	2,333,379	309,535
Public Safety Sales Tax	455,800	277,704	(178,096)	60.9%	223,338	54,366
Criminal Justice Sales Tax	569,750	344,412	(225,338)	60.4%	279,173	65,239
TOTAL TAXES	21,317,906	11,002,947	(10,314,959)	51.6%	10,597,165	405,782
Franchise Fees	777,000	388,256	(388,744)	50.0%	384,680	3,576
Business Licenses	100,000	53,250	(46,750)	53.3%	50,000	3,250
Building Permits	415,000	277,424	(137,576)	66.8%	243,912	33,512
Other Licenses/Permits	26,250	22,261	(3,989)	84.8%	14,922	7,339
TOTAL LICENSES & PERMITS	1,318,250	741,192	(577,058)	56.2%	693,514	47,678
PUD Privilege Tax	172,664	82,254	(90,411)	47.6%	85,494	(3,241)
Liquor Excise Taxes	189,810	95,921	(93,889)	50.5%	92,933	2,988
Liquor Board Profit	335,580	168,013	(167,567)	50.1%	167,425	588
Criminal Justice Funding	42,000	20,421	(21,579)	48.6%	26,865	(6,444)
Grants	14,400	21,165	6,765	147.0%	12,200	8,965
Other Intergovernmental	12,600	8,642	(3,958)	0.0%	0	8,642
TOTAL INTERGOVERNMENTAL/GRANTS	767,054	396,415	(370,639)	51.7%	384,917	11,498
Development/Plan Check Fees	239,020	237,339	(1,681)	99.3%	123,705	113,634
Passport Fees	650,000	458,365	(191,635)	70.5%	325,000	133,365
Other Charges for Services	190,100	121,923	(68,177)	64.1%	90,500	31,423
TOTAL CHARGES FOR SERVICES	1,079,120	817,627	(261,493)	75.8%	539,205	278,422
TOTAL FINES & FORFEITURES	350,000	212,895	(137,105)	60.8%	167,000	45,895
Interest	85,000	106,119	21,119	124.8%	20,000	86,119
Insurance recovery	0	6,252	6,252	0.0%	0	6,252
Other Miscellaneous Revenue	105,000	51,835	(53,165)	49.4%	52,500	(665)
TOTAL MISCELLANEOUS REVENUES	190,000	164,207	(25,793)	86.4%	72,500	91,707
Transfers In	7,270	7,267	(3.21)	0.0%	7,270	(3)
TOTAL OTHER FINANCING SOURCES	7,270	7,267	(3)	0.0%	7,270	(3)
TOTAL REVENUES	25,029,600	13,342,550	(11,687,050)	53.3%	12,461,571	880,979
BEGINNING FUND BALANCE	6,351,133	6,351,133	-	100.0%	6,351,133	0
TOTAL RESOURCES	31,380,733	19,693,683	(11,687,050)	62.8%	18,812,704	880,979



General Fund Expenditure Report
For the period ending December 31, 2017

	Biennial Budget 2017/2018	Biennial Actual YTD 12/31/2017	Budget vs Actual Over/(Under)	% of Budget Expended	Budget Through 12/31/17	Actual Over (Under) Budget
EXPENDITURES						
Legislative	142,897	81,314	(61,583)	56.9%	87,448	(6,134)
City Manager	1,468,647	767,717	(700,930)	52.3%	770,920	(3,203)
Finance & Administration	1,428,673	726,796	(701,877)	50.9%	740,667	(13,871)
Information Technology	817,375	332,943	(484,432)	40.7%	404,732	(71,789)
Police	9,475,826	4,754,032	(4,721,794)	50.2%	4,723,083	30,949
Fire Services	7,557,900	3,855,972	(3,701,928)	51.0%	3,807,450	48,522
Non-Department	1,041,850	411,806	(630,044)	39.5%	424,910	(13,104)
Community Development/Building	1,327,084	679,115	(647,969)	51.2%	690,365	(11,250)
Public Works	1,769,348	763,947	(1,005,401)	43.2%	842,078	(78,131)
TOTAL EXPENDITURES	25,029,600	12,373,642	(12,655,958)	49.4%	12,491,653	(118,011)
ENDING FUND BALANCE	6,351,133	7,320,040	968,907	115.3%	6,321,051	998,989
TOTAL FINANCIAL USES	31,380,733	19,693,683	(11,687,050)	62.8%	18,812,704	880,979



Other Fund Revenue and Expenditure Report
For the period ending December 31, 2017

Fund	Revenues				Expenditures			
	Biennial Budget 2017/2018	Biennial Actual YTD 2017/2018	Budget vs Actual Over/(Under)	% of Budget Collected	Biennial Budget 2017/2018	Biennial Actual YTD 2017/2018	Budget vs Actual Over/(Under)	% of Budget Expended
SPECIAL REVENUE FUNDS								
City Street Fund	1,016,446	501,918	(514,528)	49.4%	1,016,000	539,053	(476,947)	53.1%
Paths & Trails	4,000	1,733	(2,267)	43.3%	500	155	(345)	n/a
Drug Buy Fund	0	1,477	1,477	0.0%	25,000	19,092	(5,908)	0.0%
Local Revitalization	66,000	65,913	(87)	99.9%	0	0	0	n/a
Annex Building Fund	359,482	202,280	(157,202)	56.3%	861,243	197,280	(663,963)	22.9%
DEBT SERVICE FUNDS								
Debt Service Fund	66,218	33,194	(33,024)	50.1%	66,218	33,194	(33,024)	50.1%
CAPITAL PROJECT FUNDS								
Real Estate Excise Tax	1,520,000	1,279,491	(240,510)	84.2%	3,046,032	33,194	(3,012,838)	1.1%
Capital Improvement	2,128,242	1,755,892	(372,350)	82.5%	1,448,032	194,454	(1,253,578)	13.4%
Park Capital Improvement	969,000	39,969	(929,031)	4.1%	1,320,000	125,861	(1,194,139)	9.5%
Road Improvement	7,477,000	502,026	(6,974,974)	6.7%	6,860,000	371,878	(6,488,122)	5.4%
ENTERPRISE FUNDS								
Surface Water Utility	1,426,000	741,378	(684,622)	52.0%	1,248,735	486,142	(762,593)	38.9%
Recreation Enterprise	1,225,000	545,871	(679,129)	44.6%	1,225,000	544,495	(680,505)	44.4%



**General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the period ending December 31, 2017**

	2017-2018 Biennium Budget	12/31/2017 YTD Actuals	Remaining Budget	12/31/2017 YTD Budget	Budget vs Actual over/(under)
REVENUES					
Taxes	21,317,906	11,002,947	(10,314,959)	10,597,165	405,782
Licenses & Permits	1,318,250	741,192	(577,058)	693,514	47,678
Intergovernmental	767,054	396,415	(370,639)	384,917	11,498
Charges for Services	1,079,120	817,627	(261,493)	539,205	278,422
Fines & Forfeitures	350,000	212,895	(137,105)	167,000	45,895
Miscellaneous Revenues	190,000	164,207	(25,793)	72,500	91,707
TOTAL REVENUES	25,022,330	13,335,283	(11,687,047)	12,454,301	880,982
EXPENDITURES					
Legislative	142,897	81,314	(61,583)	87,448	(6,134)
City Manager	1,468,647	767,717	(700,930)	770,920	(3,203)
Finance & Administration	1,428,673	726,796	(701,877)	740,667	(13,871)
Information Technology	817,375	332,943	(484,432)	404,732	(71,789)
Patrol	9,475,826	4,754,032	(4,721,794)	4,723,083	30,949
Fire Services	7,557,900	3,855,972	(3,701,928)	3,807,450	48,522
Non-Department	616,850	303,968	(312,882)	312,410	(8,442)
Community Development/Building	1,327,084	679,115	(647,969)	690,365	(11,250)
Public Works	1,769,348	763,947	(1,005,401)	842,078	(78,131)
TOTAL EXPENDITURES	24,604,600	12,265,804	(12,338,796)	12,379,153	(113,349)
Excess (deficiency) of revenues over expenditures	417,730	1,069,479	651,749	75,148	994,331
OTHER FINANCING SOURCES (USES)					
Transfers in	7,270	7,267	(3)	7,270	(3)
Transfers out	(425,000)	(107,839)	(317,161)	(112,500)	(4,661)
TOTAL OTHER FINANCING SOURCES AND USES	(417,730)	(100,572)	(317,165)	(105,230)	(4,658)
Net change in fund balance	0	968,907	334,585	(30,082)	998,989
FUND BALANCE - JANUARY 1, 2017	6,351,133	6,351,133	-	6,351,133	-
FUND BALANCE - December 31, 2017	<u>6,351,133</u>	<u>7,320,040</u>	<u>334,585</u>	<u>6,321,051</u>	<u>998,989</u>



Expenditures by Kind
For the period ending December 31, 2017

	General Fund										Special Rev Funds		Enterprise Funds		All Funds		
	Legislative	City Manager	Finance	IT	Police	Fire	Non-Dept	Dev. Services	Public Works	Total General Fund	% of GF	City Street	15720 Main Property	Surface Water	Recreation	Total	%
Salaries	41,900	424,513	488,577	99,039	2,666,688	-	-	420,942	370,623	4,512,282	36%	154,573	44,969	152,793	293,419	5,158,036	36%
Benefits	3,317	141,872	130,415	42,581	899,619	-	-	131,971	139,556	1,489,331	12%	74,123	-	27,199	61,463	1,652,116	12%
Supplies	885	1,916	6,714	21,853	51,413	-	32,347	1,537	30,390	147,054	1%	15,574	4,541	14,280	20,420	201,869	1%
Professional Services	0	878	5,328	2,948	68,162	58,700	5,645	89,774	104,211	335,647	3%	81,892	19,728	69,845	145,553	652,664	5%
Professional Services - Legal	31,859	127,072	27,632	19	24,106	69,936	-	22,919	17,935	321,477	3%	-	279	775	-	322,531	2%
Finance Charges	-	-	31,290	-	-	-	-	-	-	31,290	0%	-	-	-	-	31,290	0%
Advertising	509	-	-	-	-	-	-	3,402	-	3,911	0%	-	-	-	-	3,911	0%
Conferences and Training	2,645	22,268	11,654	2,965	30,852	-	-	2,197	6,054	78,635	1%	-	-	-	-	82,497	1%
Memberships and Dues	200	4,048	561	-	10,505	-	91,858	3,669	697	111,538	1%	-	-	967	2,896	118,045	1%
Repair & Maintenance	-	-	-	14,443	61,969	-	-	2,703	28,220	107,335	1%	180,440	17,979	121,554	-	427,309	3%
Equipment	-	-	-	-	12,066	-	-	-	1,480	13,546	0%	561	53,725	-	4,131	71,963	1%
Media/Community Relations	-	36,215	-	-	-	-	-	-	-	36,215	0%	-	-	-	-	36,215	0%
Employee Recognition/Wellness	-	8,936	-	-	-	-	-	-	-	8,936	0%	-	-	-	-	8,936	0%
State Audit	-	-	24,625	-	-	-	-	-	-	24,625	0%	-	-	-	-	24,625	0%
Software Licenses	-	-	-	87,703	-	-	-	-	-	87,703	1%	-	-	-	-	87,703	1%
Web Hosting	-	-	-	10,930	-	-	-	-	-	10,930	0%	-	-	-	-	10,930	0%
Telecommunications	-	-	-	50,461	-	-	-	-	-	50,461	0%	-	-	-	-	50,461	0%
Academy Training	-	-	-	-	6,374	-	-	-	-	6,374	0%	-	-	-	-	6,374	0%
Animal Holding Contract	-	-	-	-	8,295	-	-	-	-	8,295	0%	-	-	-	-	8,295	0%
Fuel	-	-	-	-	33,715	-	-	-	5,321	39,035	0%	-	-	-	-	39,035	0%
Jail, Prosecution, Defensive & Court	-	-	-	-	482,172	-	-	-	-	482,172	4%	-	-	-	-	482,172	3%
Permits	-	-	-	-	-	-	-	-	-	0	0%	-	-	27,507	-	27,507	0%
SERS Operations	-	-	-	-	49,879	-	-	-	-	49,879	0%	-	-	-	-	49,879	0%
SNOCOM	-	-	-	-	348,219	97,180	-	-	-	445,399	4%	-	-	-	-	445,399	3%
Fire Services	-	-	-	-	-	3,630,156	-	-	-	3,630,156	29%	-	-	-	-	3,630,156	26%
Insurance	-	-	-	-	-	-	125,337	-	-	125,337	1%	-	10,000	-	-	135,337	1%
Sales/Leasehold Tax	-	-	-	-	-	-	10,061	-	-	10,061	0%	-	14,432	6,945	6,270	37,709	0%
Election cost/Voter Reg	-	-	-	-	-	-	32,301	-	-	32,301	0%	-	-	-	-	32,301	0%
Utilities	-	-	-	-	-	-	-	-	59,459	59,459	0%	11,956	31,586	-	10,343	113,344	1%
Emergency Repairs - Streets	-	-	-	-	-	-	-	-	-	0	0%	19,934	-	6,844	-	26,777	0%
PWTF prin/int	-	-	-	-	-	-	-	-	-	0	0%	-	-	50,925	-	50,925	0%
Miscellaneous	-	-	-	-	-	-	6,419	-	-	6,419	0%	-	42	-	-	6,460	0%
Transfers	-	-	-	-	-	-	107,839	-	-	107,839	1%	-	-	-	-	107,839	1%
Total Expenditures	81,314	767,717	726,796	332,943	4,754,032	3,855,972	411,806	679,115	763,947	12,373,642	100%	539,053	197,280	486,142	544,495	14,140,611	100%



Cash and Investments
As of December 31, 2017

<u>Investments</u>	<u>Maturity Date</u>	<u>Amount</u>
Federal Farm Credit Bank	10/26/2017	\$ 983,612
Federal Home Loan Bank	8/22/2018	995,280
Financing Corporation	12/27/2018	499,161
Federal Farm Credit Bank	2/22/2019	750,000
Federal Home Loan Mortgage Corp	4/15/2019	1,001,840
Financing Corporation	9/26/2019	999,892
Federal Farm Credit Bank	7/13/2020	1,000,000
Federal Home Loan Bank	8/28/2020	999,999
Sub-Total		<u>\$ 7,229,784</u>
Local Govt Investment Pool		\$ 12,296,489
Total Investments		<u>\$ 19,526,273</u>
Bank of America - Checking		\$ 544,082
Total Cash and Investments		<u><u>\$ 20,070,355</u></u>



Cash and Investments - by Fund
As of December 31, 2017

General Fund		\$	7,320,040
Special Revenue Funds			
City Street	\$	155,376	
Council Contingency		63,235	
Municipal Arts		45,755	
Paths & Trails		11,736	
Annex Building		514,533	
Local Revitalization Fund		100,935	
Drug Buy		38,831	
Total			\$ 930,400
Debt Service Fund		\$	13,991
Capital Improvement Funds			
Capital Improvement	\$	1,886,578	
Real Estate Excise Tax		4,233,755	
Parks & Open Space Cap.		3,444,579	
Road Improvement		1,379,844	
Total			\$ 10,944,756
Enterprise & Internal Service Funds			
Surface Water Utility	\$	860,595	
Recreation Enterprise		186	
Total			\$ 860,781
Other			
Traffic Violations		\$	387
Total Cash and Investments		\$	<u>20,070,355</u>