

# CITY COUNCIL AGENDA

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



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

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

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

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

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

**Next Ordinance No.** 2019-854

**Next Resolution No.** 2019-585

**November 12, 2019  
City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

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

## **PRESENTATIONS**

## **OLD BUSINESS**

## **NEW BUSINESS**

- B. Appointments to the Park & Recreation Board  
(*Council Interview Committee: Councilmember Cavaleri and Councilmember Vignal*)
- C. Lane Powell Legal Services Agreement

*(Michael Ciaravino, City Manager)*

- D. Seattle Hill Road Pavement Preservation Project Local Agency Agreement Supplement with WSDOT  
*(Gina Hortolosa, Public Works and Development Services Director)*
- E. 35th Avenue SE Reconstruction Project Local Programs State Funding Agreement Supplement with WSDOT  
*(Gina Hortolosa, Public Works and Development Services Director)*

#### **STUDY SESSION**

- F. 2019-2020 Mid Biennium Budget Adjustments  
*(City Manager Michael Ciaravino's Work Plan)*

#### **CONSENT AGENDA**

- G. Approval of Checks #61085 through #61155 and ACH Wire Transfers in the Amount of \$310,582.64  
*(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)*
- H. Payroll and Benefit ACH Payments in the Amount of \$217,893.44  
*(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)*

#### **REPORTS**

- I. Mayor/Council
- J. City Manager
- K. Staff
  - Report, etc.

#### **RECESS TO EXECUTIVE SESSION**

*(Confidential Session of the Council)*

- L.
  - To consider the selection of real property and acquisition thereof when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b) .
  - To discuss with legal council potential litigation pursuant to RCW 42.30.110 (1) (l).

#### **AUDIENCE COMMUNICATION**

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

#### **ADJOURNMENT**



Agenda Item # B

Meeting Date: November 12, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

### **AGENDA ITEM: APPOINTMENTS TO THE PARK AND RECREATION BOARD**

#### **PROPOSED MOTION:**

Motion to appoint three volunteers to serve on the Park and Recreation Board one mid-term appointment expiring Oct. 31, 2020, two full-term appointments expiring Oct. 31, 2022.

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

Two positions on the Park and Recreation Board are open due to positions expiring. One position on the Park and Recreation Board was vacated by the resignation of Board Member Tammy Dunn. Staff conducted a recruitment process that included the following:

- The notice was posted on the bulletin boards at City Hall and at the Library.
- A press release was sent to the local newspapers.
- The notice was also posted on the City's website.
- The notice was sent out through the "Notify Me" feature on the City's website, where people interested in serving on the Park and Recreation Board have signed-up to receive notice when a vacancy occurs.
- The City's social media outlets were utilized to advertise the vacancies.

Nine applicants applied for the three vacancies on the Park and Recreation Board. Interviews are scheduled for Tuesday, November 12, 2019. The Interview Committee is comprised of Councilmember Cavaleri, Councilmember Vignal, and Park and Recreation Board Member Tyler Hogan.

#### **CITY MANAGER RECOMMENDATION:**

N/A

#### **ATTACHMENTS:**

Applications for the volunteer position on the Park and Recreation Board from: Jim Erlewine, Peter Lalic, Rob Mapes, Sandy Harris, Brent Brewder, Bridget Casey, Laura Silvers, Sandy Harris and Vanessa Good.

Respectfully Submitted:

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

Michael G. Ciaravino  
City Manager

**PARK & RECREATION BOARD VACANCY**

**INTERVIEW SCHEDULE**

**Tuesday, November 12, 2019**

**4:15 p.m. to 5:45 p.m.**

**INTERVIEW COMMITTEE:**

Councilmember Cavaleri  
Councilmember Bond  
Tyler Hogan, Park & Recreation Board Member

There is three open positions on the Park & Recreation Board with a term that expires in 2022. Nine letters of interest were submitted.

Appointments are scheduled to be made during the regular City Council meeting on October 22, 2019.

**DUTIES:** The Park & Recreation Board shall review and act on the following matters:

- Acquisition of park and recreation facilities.
- Development, design and operation of park and recreation programming and facilities.
- Facility use fees and procedures.
- Capital improvement planning.
- Contracts, interlocal and lease agreements regarding park and recreation activities.
- Park, playfield and facility design.

**The members of the Park & Recreation Board recommend annual acquisition, development and operation of park and recreation facilities and programs.**

**SCHEDULE:**

<b>Applicant</b>	<b>Interview Time</b>
Peter Lalic	4:15 – 4:25 p.m.
Sandy Harris	4:25 – 4:35 p.m.
Brent Brewder	4:35 – 4:45 p.m.
Rob Mapes	4:45 – 4:55 p.m.
Bridget Casey	4:55 – 5:05 p.m.
Laura Silvers	5:05 – 5:15 p.m.
Michael Bauer	5:15 – 5:25 p.m.
Jim Erlewine	5:25 – 5:35 p.m.
Vanessa Good	5:35 – 5:45 p.m.
Deliberation	5:45 – 5:55 p.m.



## City of Mill Creek Boards & Commissions Application

### Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### Application

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

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

---

### Please fill out the following information:

First Name: Jim Last Name: Erlewine

Address: ██████████ ██████████ ██████████ City: Mill Creek Zip: 98012

Email: ██ Phone: ████████████████

### Please complete each of the following questions:

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

Parks and Recreation

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

Giving back to my community is important and I've found that being involved in the community where I live increases this effect. My involvement in the City's Parks and Recreation board for a number of years is a prime example and I offer this application for consideration for another term.

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

My background includes stints in information technology and financial services in addition to a community outreach and volunteer activities. In addition to my involvement with Mill Creek Parks and Recreation board, this includes being a member of Compass Health's Finance, Audit and Investment Committee, the City of Mill Creek's Economic Development Committee, Everett School District, and the Rainier Valley Community Development Fund.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

Challenges include in transportation, continued growth, and increasing the City's commercial tax base while maintaining what has made Mill Creek unique.

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

Mill Creek's attributes are numerous and includes Town Center, nature and sports activities (e.g., the Sports Park, Arena Sports, the Park system), and community events (e.g., Easter Egg Hunt, Trunk or Treat, etc.).

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

A member of the Parks and Recreation board for a number of years, please accept this application for another term. Should you have any questions or need further clarification, please do not hesitate to contact me.

City of Mill Creek  
Boards & Commissions Application

Peter Lalic

██████████

Mill Creek, WA 98012

████████████████████

██████████

1. Applying for Parks & Recreation Board
2. I have been on the Parks & Recreation Board for the past 3 years and would like to continue my service to the City. Mill Creek is a great community to live in and I like to contribute to it. Communities do not become good places to live without people volunteering, giving back to the Community, and getting involved. We have wonderful parks in Mill Creek that all people in the community enjoy and I would like to continue that and to also look for improvement.
3. I have worked for the U. S. Federal government for 45 years mostly in law enforcement. I was a Special Agent with the U. S. Treasury Department and retired as the Special Agent in Charge of U. S. Treasury, IRS, Criminal Investigation for the Pacific Northwest. I have a undergraduate degree and a certificate toward a masters degree.
4. Some of the most important concerns or issues for Mill Creek are:
  - A. Good livability for families, single people, young through old people and maintaining the current good standards Mill Creek is accustomed to.
  - B. Congestion
  - C. Traffic and roads
  - D. Safety-police & Fire
  - E. Good public schools
  - F. Budget
5. Mill Creek is well known for its family livability, homes, trees, parks, paths, walkability and safe environment.
6. We have lived in Mill Creek for 25 years. I have served on the Mill Creek Planning Commission for 10 years and the Parks & Recreation Board for 3 years



## **City of Mill Creek Boards & Commissions Application**

### **Community Service**

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### **Application**

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

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

---

### **Please fill out the following information:**

First Name: Rob

Last Name: Mapes

Address: [REDACTED] City: Mill Creek Zip: 98012

Email: [REDACTED] Phone: [REDACTED]

### **Please complete each of the following questions:**

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

Park and Recreation Board

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

I believe there are many aspects to the heart of community. Part of the heart and life of Mill Creek are diverse parks and recreation offerings. I believe Mill Creek can obtain a level of



excellence that can be a role model for other communities. I want to be a part of this process. Stronger and thriving communities is what makes our city, state and country great.

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

I am currently a warehouse supervisor for Panasonic Avionics. I have an extensive background in project management, quality control, vendor relations and negotiations, and people development. My wife and I also own CrossFunction Sports Massage in Mill Creek and will be opening CrossFunction Sports Recovery Center this fall.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

In relation to parks and recreation the most important concern is offering unique classes and outdoor recreation that sets us apart from neighboring communities. Our goal is to discover as a team what will be the best fit for our community while taking into account the feedback of what our community desires.

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

The best asset I see currently is the vast trail system that currently includes 23 trails. I do envision expansion of the trails and boardwalks in our 5 year plan. To ensure that visitors spend the day in Mill Creek, I suggest a theme of waterwheels be discussed. Partnering with the [NRPA](#) and acquiring grants can help with this project. Incorporating historical names for the new trails and parks such as "Olympus" and "Klahanie" will give ties to the birth of Mill Creek.

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

I believe collaboration and feedback with the city and other boards and commissions will give us the best consensus on how our parks and recreation will look in the future. Many other cities have top notch parks and unique offerings that should be researched to find the best fit for our community. I enjoy researching and reaching out to others to find partnerships and knowledge sharing of what works and what does not work. We should strive to be exceptional and at the same time fiscally responsible and environmentally friendly. I look forward to being part of the team!



## **City of Mill Creek Boards & Commissions Application**

### **Community Service**

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### **Application**

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

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

---

### **Please fill out the following information:**

First Name: Sandra      Last Name: Harris

Address: [REDACTED]      City: Mill Creek      Zip: 98012

Email: [REDACTED]      Phone: [REDACTED]

### **Please complete each of the following questions:**

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

Park and Recreation Board

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

I have been interested in becoming more a part of decision making for the community and understand how the process works. Also, I am a sports fanatic, so it seemed a good place for me to be involved in how we use and allocate for our spaces.

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

I have worked in IT, identity and access management for over 20 years. No licenses held.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

I think the biggest issue is over crowding and losing the community feel.

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

Smaller town community and nature trails. Also, there is an effort with the encompassing HOA to keep things nice and clean.

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

I have worked in managerial positions as part of the decision making process and also worked with a wide variety of people. With my role, I have also led a policy and procedures team incorporated all levels of staff with input on impacts.

In addition, I have several children growing up in this community. Most are special needs and looks for opportunities for them to be able to be part of the community.



## City of Mill Creek Boards & Commissions Application

### Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### Application

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

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

---

### Please fill out the following information:

First Name: Brent Last Name: Brewder

Address: ██████████ City: Mill Creek Zip: 98012

Email: ██████████ Phone: ██████████

### Please complete each of the following questions:

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

[Parks & Recreation Board](#)

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

[I was born and raised in Mill Creek and returned about 10 years ago to raise my kids. I would like an opportunity to give back to the community.](#)

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

Project Management Consultant construction industry. Certified PMP (Project Management Professional).

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

Increased population density, high property taxes, & changing demographics will likely put more strain on the city's public spaces.

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

1. Town Center
2. Green space in an increasingly urbanized area.

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

Honestly, I'm not exactly sure what the board does but I am willing to use whatever knowledge or skills that I have to help in whatever way I can.

- I'm quite familiar with Mill Creek community and its history. My family was one of the original families in the neighborhood in 1977. We saw the entire area get built up from farms, cabins, and dirt roads.
- I've managed engineering & construction projects for 20 years and probably have a certain set of skills that would be of value to the city parks and recreation. I don't expect to use them all but I specialize in people/organizational management, finance/accounting, project budgets, schedules, design documents, contracts, risk management, and claims/dispute resolution (hopefully not required).
- This is stretching a little but before I was in construction management I was the student manager of the outdoor/sports recreation for WSU. In this role, I organized and managed many major student events including concerts, movie festivals, ski swaps, outdoor outings, educational seminars, etc. That's been a while so I'm not selling my services but I enjoyed it and can see myself being involved in similar events for Mill Creek.
- And lastly, I've lived in city's all over North America and the world. In my opinion, one of the most important features of any city is its use of public spaces and

---

recreational opportunities. I don't believe in pushing ideas just because they worked somewhere else but my experience may help if brainstorming for ideas to solve unique problems for Mill Creek.



## **City of Mill Creek Boards & Commissions Application**

### **Community Service**

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### **Application**

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

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

---

### **Please fill out the following information:**

First Name: Bridget Last Name: Casey

Address: [REDACTED] City: Mill Creek Zip: 98012

Email: [REDACTED] Phone: [REDACTED]

### **Please complete each of the following questions:**

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

I would like to be considered for the Parks and Recreation Board.

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

I am interested in serving on the Parks and Recreation Board because the majority of our recreation time since moving to Mill Creek with my family in 2016, is spent in local parks. My six (6) year old daughter and two (2) year old son love walking, biking, and

scootering to parks in walking distance to our home. The City of Mill Creek provides safe and varying types of recreation experiences in the parks, from organized recreation programs like soccer and nature exploration, to free time in the playgrounds. I would love to provide input on how the City can continue to provide recreational opportunities for members of the community and improve the facilities and opportunities currently in place.

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

I am a Deputy Prosecuting Attorney in the Civil Division of the Snohomish County Prosecuting Attorney's Office. In my current position as Lead of the Tort Unit, I manage the group of attorneys who defend Snohomish County and employees of Snohomish County in civil lawsuits. The lawsuits handled by the Tort Unit range from vehicle collisions involving Snohomish County employees, to civil rights lawsuits against Snohomish County Sheriff's deputies, to premises liability claims, including cases involving injuries that are alleged to have occurred in park and recreation spaces. As an attorney for the County, I also advise on risk management and preventative practices.

I have served as a Snohomish County Deputy Prosecuting Attorney for over seventeen years, with seven years spent in the Criminal Division prosecuting a wide range of misdemeanor and felony cases and the majority of those seventeen years in civil litigation, defending the County.

I received my Juris Doctorate from Gonzaga University in 2000 and I have been a member of the Washington State Bar Association since November of 2000. Prior to my employment with the Snohomish County Prosecuting Attorney's Office, I served as a law clerk to retired Snohomish County Superior Court Judge, Larry E. McKeeman.

Growing up in a suburb of Seattle, I worked as a lifeguard, swim instructor and youth swim coach in high school and college. Working directly in the recreation field as an instructor and coach provides a well-rounded background to serve on the Parks and Recreation board, as a direct recreation provider and consumer of recreation programs

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

I believe the City of Mill Creek will need to improve entertainment and recreation opportunities to increase tourism income for the City. The City currently has a great resource in the Town Center, but the City needs to increase focus on improving and increasing recreation facilities and programs to give non-residents additional reasons to come to the City to spend money. As a mother to a six (6) year old, I know that access to soccer field time is at a premium. If the City can increase the amount of field space available for competitive soccer, rugby, lacrosse and other field sports, the City can increase income from families traveling to the City who spend money in restaurants, grocery stores, and gas stations, and other services.



I believe the City of Mill Creek will also need to focus on improving an aging infrastructure. The drainage system issues are well publicized, but other areas owned and managed by the City, including the park system, also need attention. Aging and outdated park equipment, fields and trail areas will need to be improved for safety of the public.

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

The Town Center is a great asset, but the Parks and Recreation facilities and programs are also a great asset to draw visitors and new residents to the City. My personal experience with the Recreation programs offered by the City is that the very affordably priced programs such as Ballet and Soccer bring children and families to the City.

In addition, building on, continuing to improve and increasing field space for organized sports will continue to bring visitors and new residents to the City.

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

Please do not hesitate to call or email me if you have any questions about my qualifications or interest in serving on the Parks and Recreation board.



## City of Mill Creek Boards & Commissions Application

### Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### Application

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

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

---

### Please fill out the following information:

First Name: \_Laura \_\_\_\_\_ Last Name: \_Silvers\_\_\_\_\_

Address: ████████████████████ City: \_\_\_Mill Creek\_\_\_\_\_ Zip: \_\_\_98012\_\_\_\_\_

Email: ████████████████████ Phone: ██████████ (mobile)

### Please complete each of the following questions:

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

Park and Recreation Board  
Art & Beautification Bard

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

To take responsibility and add value to the community.

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

I have worked as a PM/Analyst in various sectors for over 25 years. I have a BS-Mathematics from UofA, Tucson and a MBA from Keller Graduate School of Management.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

Crime & Homeless issues – safety in the community is a huge concern  
Accommodation of Growth in Mill Creek the past 4 years – includes schools, utilities, roads

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

Mill Creek Town Center and the attractive Golf Course

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

Served in the on Salish Village Condos, Kirkland Board in in various positions (President, VP, Secretary, and Treasurer) from 2011-2019. Sold the condo in June 2019 and resigned from the board. During my time on the board, a remediation project for the H building; managed and took action on \$180K in HOA delinquencies and brought it down to \$5K by 2017; managed the landscaping removing hazardous trees, new irrigation was installed, and new beds were created that had natives/naturals. Spent over 3 years helping re-write the Governing Docs working with Condo Law.



**City of Mill Creek  
Boards & Commissions Application**

**Community Service**

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

**Application**

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

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

---

**Please fill out the following information:**

First Name: Sandra      Last Name: Harris

Address: [REDACTED]      City: Mill Creek      Zip: 98012

Email: [REDACTED]      Phone: [REDACTED]

**Please complete each of the following questions:**

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

Park and Recreation Board

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

I have been interested in becoming more a part of decision making for the community and understand how the process works. Also, I am a sports fanatic, so it seemed a good place for me to be involved in how we use and allocate for our spaces.

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

I have worked in IT, identity and access management for over 20 years. No licenses held.

4. What are some of the most important concerns or issues that you think the City will have to face in the next 5-10 years?

I think the biggest issue is over crowding and losing the community feel.

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

Smaller town community and nature trails. Also, there is an effort with the encompassing HOA to keep things nice and clean.

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

I have worked in managerial positions as part of the decision making process and also worked with a wide variety of people. With my role, I have also led a policy and procedures team incorporated all levels of staff with input on impacts.

In addition, I have several children growing up in this community. Most are special needs and looks for opportunities for them to be able to be part of the community.



## City of Mill Creek Boards & Commissions Application

### Community Service

The City of Mill Creek values the residents who volunteer their time to serve on our boards and commissions. The contribution made by such members has helped make Mill Creek the great city it is today.

### Application

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

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

---

### Please fill out the following information:

First Name: Vanessa Last Name: Good

Address: [REDACTED] City: Mill Creek Zip: 98012

Email: [REDACTED] [REDACTED]

### Please complete each of the following questions:

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

Parks and Recreation Board

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

I have always been passionate about the arts, and have recently been looking for ways to give back to and become involved with the community here at Mill Creek! When I saw that the board had open spots, I knew this was an opportunity I wouldn't want to miss.





Agenda Item # C  
Meeting Date: November 12, 2019

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

**AGENDA ITEM: Agreement for Professional Legal Services**

**PROPOSED MOTION:**

Motion to authorize the City Manager to execute the Agreement for Professional Legal Services with Lane Powell.

**KEY FACTS AND INFORMATION SUMMARY:**

The City has agreed to engage Lane Powell for legal representation on certain ongoing legal matters pursuant to RCW 35A.13.090. The Mill Creek Municipal Code limits the City Manager’s contract authority to \$50,000. The applicable code is provided below:

**2.08.140 City Manager – Authority to Execute Contracts**

The City Manager is authorized to execute contracts on behalf of the city without review by the city council so long as the contract is consistent with the approved annual budget for the city and the contract sum does not exceed the lesser of the applicable fund balances or \$50,000, or is otherwise authorized by city council-approved ordinances, resolutions or policies. (Ord. 2011-740 §1; Ord. 2007-667 §12. Formerly 2.08.118)

The attached Agreement for Professional Legal Services covers through end of 2020 and is supported by the City’s proposed amended 2019-2020 biennium budget.

**CITY MANAGER RECOMMENDATION:**

Authorize the execution of the Professional Services Agreement with Lane Powell.

**ATTACHMENTS:**

- Agreement for Professional Services
- Agreement for Professional Services – Revised

Respectfully Submitted:

Michael G. Ciaravino  
City Manager





KATHERYN BRADLEY  
206.223.7399  
bradleyk@lanepowell.com

September 16, 2019

***PERSONAL AND CONFIDENTIAL***

**VIA ELECTRONIC MAIL**

Mr. Michael Ciaravino  
City Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012

Re: Amended Engagement Letter

Dear Michael:

Thank you for engaging Lane Powell PC us to represent the City of Mill Creek (the "City") in connection with advising regarding employment matters. We are writing to provide an amended engagement letter reflecting our firm's reduced rates. We offered these rates to the City after sending our previous engagement letter; our invoices have already reflected these reduced rates.

**Terms of Engagement.** The terms specified in this letter and the attached statement of standard terms shall constitute the terms of our engagement. Please review them carefully and let me know if you have any questions about them. Unless otherwise agreed, these terms of engagement shall apply not only to the present matter but, except for the scope of our current engagement, also to any future matters in which we represent you.

**Scope of Engagement.** The scope of our current engagement shall be limited to representing the City in connection with its general employment needs, and shall not extend to any other matters unless we have agreed to them in writing.

**Responsibility.** I will be personally responsible to you for the legal work performed under our current engagement. But, unless you request a right to approve any delegation of work, I may assign work to another Lane Powell attorney or paralegal reasonably suited to perform it with the goal of providing the most cost-effective and highest quality legal services for you. If you have any questions or concerns about our staffing or provision of services to you, please do not hesitate to contact me at (206-223-7399) or, if you prefer, our President, Barbara Duffy, at (206-223-7944).

STREET ADDRESS: 1420 FIFTH AVENUE, SUITE 4200 | SEATTLE, WA 98101-2375 P 206.223.7000 F 206.223.7107 [LANEPOWELL.COM](http://LANEPOWELL.COM)

Mr. Michael Ciaravino  
City Manager  
September 16, 2019  
Page 2

**Legal Fees.** Unless otherwise agreed in writing, you will pay us legal fees for the legal work we perform based on the hourly rates of the attorneys and other timekeepers who perform the work. These hourly rates are revised from time to time, usually at the beginning of each year, with changes reflected in the following month's billing statement. As we discussed, we have agreed to provide a substantial discount to the City from our firm's standard hourly rates because it is a government entity. We will need to re-evaluate these rates from time to time and will notify you if they will increase.

My standard hourly rate for 2019 is \$580. Grant Degginger has a standard hourly rate of \$660. Our labor and employment associates bill standard hourly rates between \$300 to \$510. Standard hourly rates for paralegals currently range from \$100 to \$350 per hour.

For 2019, we have agreed to reduce our firm's hourly rates as follows:

- Senior Partners           \$495
- Junior Partners           \$475
- Associates                 \$310
- Paralegals                 \$195

**Costs and Disbursements.** You will also pay or reimburse us for internal costs incurred and disbursements made on your behalf. These may include such items as postage, overnight courier services, in-house and outside messenger deliveries, conference telephone charges, facsimiles, photocopies, document scanning, travel expenses, filing fees, witness fees, service of process and use of other service providers, such as consulting experts, local counsel and court reporters. We will bill you at cost for charges paid to third party service providers and at our usual and customary rates for internal services. Invoices for the fees and expenses of third party professionals or service providers (such as consulting experts, local counsel and court reporters) will normally be billed directly to you or forwarded to you for direct payment, unless we agree separately to other arrangements.

**Invoices.** As more fully explained in the attached statement of standard terms, we will bill you monthly with payment due upon receipt. Unless otherwise agreed, bills not paid within thirty (30) days shall accrue interest at a rate of nine percent (9%) per annum. If any invoice remains unpaid for more than sixty (60) days, we may, consistent with our ethical obligations, cease performing legal services for you until you make satisfactory arrangements to pay us.

**Termination of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our obligations under applicable rules of professional conduct. Unless previously terminated, our engagement on this matter will terminate when we send you our final statement for services rendered on this matter. Unless you engage us on other matters, we will have no continuing obligation after the conclusion of this matter to advise you with respect to future legal developments, such as changes in the applicable laws or regulations, that could have an impact on your future rights and liabilities.

Mr. Michael Ciaravino  
City Manager  
September 16, 2019  
Page 3

**Confidentiality, Disclosure of Engagement and Document Retention.** Both before and after termination of our engagement, we will preserve the confidentiality of any non-public information you have given us in accordance with applicable rules of professional conduct. In the future, we may want to disclose publically that we have represented you, and include a very general description of our work with you. By signing this letter, you grant us permission to make such disclosures. Please do not hesitate to let us know should you have any questions regarding this issue. Finally, at the end of our engagement, at your request we will return the original records that you have provided to us and the original records that we have created for you. If you request additional materials or a copy of your entire file, you agree to pay our reasonable copying expenses. Materials associated with this matter that are not returned may be destroyed in accordance with our document retention policy.

**Acceptance.** If these terms of engagement are acceptable to you, please sign a copy of this letter in the space provided below and return the signed copy to me at your earliest convenience. If you do not return a signed copy of this letter or object to it within five (5) business days after your receipt of the letter, or if you ask us to start work on the engagement before you have returned a signed copy of this letter, these terms of engagement shall govern our engagement.

We appreciate your choice of Lane Powell PC to serve your legal needs. As in every engagement we undertake, our goal is to understand your needs, provide the highest quality service, and exceed your expectations. We welcome discussion of all terms of engagement at any time and encourage you to tell us about how best to serve you. Should you ever have any questions about any aspect of our engagement, please do not hesitate to contact me.

Very truly yours,

LANE POWELL PC



Katheryn Bradley

KB

**Acceptance and Acknowledgment**

The City of Mill Creek, by Michael Ciaravino, its City Manager, hereby agrees to the terms of engagement contained in the foregoing amended engagement letter and the attached statement of standard terms.

Mr. Michael Ciaravino  
City Manager  
September 16, 2019  
Page 4

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Ciaravino, City Manager

132583.0001/7783673.1

**LANE POWELL PC**

**STANDARD TERMS OF ENGAGEMENT**

These standard terms of engagement supplement the specific terms of engagement in the foregoing engagement letter and together constitute our agreed terms of engagement. They may only be modified if both of us agree in writing to change them and, if they conflict with any proposed alternative terms or policy guidelines that you send us, these terms of engagement shall be controlling. Unless otherwise agreed in writing, these terms of engagement will apply not only to the matter described in our engagement letter but also to future matters in which we may represent you.

**ENTITY CLIENTS**

In representing a client that is an entity, we do not separately represent its affiliates, such as its parent companies, subsidiaries or other entities under common control with the client, whether or not they are operationally integrated with the client, and we do not separately represent its constituents, such as its shareholders, officers, directors, managers, members, partners or employees of the client entity, whether or not they are speaking agents for the client, in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Thus, for conflict of interest purposes, you agree that we may, to the maximum extent permitted by applicable rules of professional conduct, represent another client whose interests are adverse to any such affiliate or constituent without notifying you or obtaining your consent or their consent.

**CONFLICTS**

Before agreeing to represent you, we have examined our records to determine whether any conflicts of interest exist that would preclude us from representing you and have found no such conflicts. Our examination is based upon our existing information and the information you have provided to us. Because circumstances change, we must both be continually alert to the development of additional information that may give rise to a potential conflict. Please call us immediately if you become aware of such information.

In addition to you, we represent and have represented many other clients. During the time we are representing you, it is possible that one or more of our former, present or future clients will have transactions or disputes with you. In that event, we wish to be fair not only to you, but also to our other clients. You therefore agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the interests of such other clients in those matters are directly

adverse to you, and that you will not seek, on the basis of that representation, to disqualify us from representing other clients in any such matters. We agree, however, that your advance consent to conflicting representations in any matter that is not substantially related to our work for you shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used by such other client to your material disadvantage.

Further, as an accommodation to some of our current and former clients, our corporate service affiliate, LPSL Corporate Services, Inc. acts in a non-legal capacity as a registered agent, deed of trust trustee or successor deed of trust trustee. Unless otherwise agreed in writing, such non-legal services performed by LPSL Corporate Services, Inc., shall not disqualify us from representing other clients in matters adverse to clients using LPSL Corporate Services for non-legal matters.

**COOPERATION**

We want to provide you the best representation possible. To do so, it is essential that you cooperate with us, by providing timely, complete, and accurate responses to our requests for information. In addition, it may be necessary for you to make employees available to discuss issues and to participate in meetings, work sessions, or judicial proceedings related to the matter. We cannot be responsible for the consequences of a failure to cooperate in these respects because it might not only hinder our ability to represent your interests, but it could also require us to withdraw from representing you.

**ATTORNEY AND CLIENT RESPONSIBILITIES**

We will provide strictly legal services to you in connection with this engagement and, unless otherwise expressly agreed upon in writing, you are not relying on us for, and we are not providing you with, any investment advice, appraisal service, accounting advice, any advice concerning the character or credit of any persons with whom you may be dealing, or any advice in connection with existing insurance coverage or the desirability of obtaining any kind of insurance coverage. Moreover, any opinions that we express about legal questions you have asked or the outcome of your legal matters are expressions of our best professional judgment, which are necessarily limited by our knowledge of the facts and are based on the law in effect at the time they are expressed. We do not guarantee any particular outcome of this engagement.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have relating to the subject matter of this engagement and that you will make any appropriate business or technical decisions. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will consult with you at appropriate times as the engagement progresses. Ordinarily, such consultations are conducted in person or by telephone; but, if you desire that we communicate in writing in a particular instance, please let us know. In addition, we may on occasion choose to communicate with you in writing.

**INSURANCE COVERAGE**

You may have insurance that would fund the defense of claims against you or otherwise apply to your matter. We urge you to consult your insurance broker to locate all relevant policies and to tender defense to all relevant insurers. Depending on the type of policy, both current and expired policies, as well as policies held by related entities, may be relevant. If a policy does have the potential for coverage, it is important that you tender the defense promptly. Generally, insurers reimburse defense expenses only from the moment of tender; in addition, insurers may deny a defense entirely when a tender has been made too late in the case. We count on our clients to work with their insurance brokers to make all relevant tenders.

**CONFIDENCES**

With rare exceptions, ethical rules prevent us from disclosing to persons outside our firm confidential information that we have obtained from a client without first obtaining the client's permission to do so. In many engagements, however, we may work with persons outside our firm who have been retained to perform services on the client's behalf. You agree that, in the event such persons are retained on your behalf, we can disclose to them information that is, in our judgment, necessary to the performance of their duties and to the representation of your interests. Our effective representation also may require disclosures of information among members of our firm, but we will never make such disclosures unnecessarily. In addition, we are sometimes asked by third party rating agencies or prospective new clients to disclose representative engagements or transactions to them to demonstrate our legal experience. In the absence of written notice from you to the contrary, we may elect to notify such third parties of non-confidential matters on which we have represented you.

**ELECTRONIC COMMUNICATIONS**

Electronic mail, cellular telephone, facsimile and other forms of electronic communication and document transfer are important business tools that increase our efficiency, responsiveness, and ability to serve you. But, they involve risks of third party access and interception. Although we have no reason to believe that our electronic communication systems are not secure, you should be aware that information sent or stored electronically could be accessed by third parties. However, unless you ask us not to use email, cell phones or other electronic communications, you agree that we may use them when communicating with you and storing your electronic records.

You also acknowledge that email can be subject to delivery delays and non-delivery. Accordingly, you should confirm our receipt of any important email communications to us, and we will endeavor to do the same with respect to our important email communications to you.

We have measures in place to protect against sending or receiving viruses, but we cannot guarantee that these measures will be completely effective at all times. You should therefore take your own precautions against possible virus infection.

**IN-HOUSE ATTORNEY-CLIENT PRIVILEGE**

We may have the need from time to time to seek legal advice about our duties under rules of professional conduct that apply to lawyers. For example, we might have conflict of interest issues that arise out of a dispute between us and a client over the handling of a matter.

Historically, we have sought advice on such issues from our in-house General Counsel, who is a member of the firm, knowledgeable about the rules of professional conduct and responsible within our firm for providing such advice. If we consulted with independent counsel outside of the firm, the resulting communications would be protected from disclosure by the attorney-client privilege, and we believe that the same internal communications with our General Counsel should also be protected from disclosure by the attorney-client privilege.

However, at least one recent court decision indicates that communications involving a client matter between in-house counsel and members of a law firm may not be protected by the attorney-client privilege unless the law firm first withdraws from representing the client or obtains the client's consent to consult on a privileged basis with its in-house counsel.

Since it is important to you and us that we promptly obtain whatever legal advice we need to follow the rules of professional conduct, that we obtain such advice from in-house counsel without the delay of having to engage outside counsel, and that you not incur the disruption and expense associated with our potentially unnecessary withdrawal from representing you in order to seek such advice, you consent to members of our firm consulting with in-house General Counsel on an attorney-client privileged basis with respect to our duties under the rules of professional conduct or any other issues that arise out of our engagement, including any dispute between you and us over the handling of any matter.

**CLIENT DEPOSITS**

Unless otherwise agreed, we will deposit any client retainer or other client funds in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Supreme Courts of each state in which we practice whenever the amount of the funds, duration of the deposit and current interest rate will not produce a positive net return after deducting the cost of establishing and administering the account. The interest accruing on such funds, net of transaction costs, is paid to a Supreme Court approved foundation, which uses it to provide lawyers to persons who cannot afford them. The interest is not taxable to clients. Unless you request otherwise, we will deposit your retainers and other funds into the IOLTA account. If you do request otherwise in writing, we will establish a separate trust account for your funds. In that event, interest earned, net of the financial institution's charges, will be deposited in that trust account and taxable to you.

**FEES**

Absent written agreement to the contrary, our fees will be primarily based on the amount of time spent by lawyers, paralegals, and in some cases, other professionals or law clerks. Fees are determined by multiplying the number of hours worked by the hourly rate of the person performing the work. The rates charged will be those in effect for the particular engagement at the time the work is performed. Our rates are based upon an individual's experience and expertise, are reviewed at least annually and may be adjusted without notice.

We are often asked to estimate the amount of fees and costs likely to be charged in connection with a particular matter. Whenever possible, we will be happy to furnish such an estimate based on our best professional judgment. However, it is important to understand that any such estimate is not a guaranteed maximum amount. We generally cannot give maximum fee quotations because it is often not possible to predict exactly how much time and effort will be required to complete an engagement. This is especially true in matters involving

litigation or negotiation, where factors that are not within our control, such as the "scorched earth" tactics of opposing counsel, often affect the time we must spend and the ultimate fee.

Each month before a bill is issued, we review recorded time entries to assess the nature, efficiency and quality of the services performed and, in cases where there is a disparity between the value of services rendered and the recorded time value, the bill is adjusted as appropriate. We may also consider factors other than recorded time value, such as the novelty or complexity of issues and problems encountered, the extent of responsibility involved, the results achieved, the efficiency of our work, and the customary fees for similar legal services in arriving at a fair fee.

**COSTS AND DISBURSEMENTS**

A variety of costs may be incurred in the course of our representation of your interests. These costs may include charges for postage, overnight courier services, in-house and outside messenger deliveries, conference telephone charges, facsimiles, photocopies, document scanning, travel expenses, filing fees, witness fees, service of process and use of other service providers, such as consulting experts and court reporters. We may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to you.

Any disbursements that we make on your behalf are done as a courtesy to you to avoid the need for you to deposit a separate cost retainer with us and to expedite performance. You agree to reimburse us for all such costs advanced upon receipt of our statement for them. Please note that billing for such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, we may request that you pay expenses directly to a consulting expert, court reporter, local counsel or other service provider.

**PAYMENT OF INVOICES**

Unless otherwise agreed, invoices will be sent monthly reflecting work performed in the previous month, as well as expenses or disbursements incurred on your behalf. Payment is due upon receipt of our invoice, and should be made by check or sent by wire transfer to "Lane Powell PC." If we do not receive questions about the invoice within 30 days from the date of the invoice, we will assume that you have reviewed the invoice and found it in order.

Unless otherwise agreed, bills not paid within thirty (30) days shall accrue interest at a rate of nine percent (9%) per annum or three-quarters of a percent (0.75%)

per month. If any invoice remains unpaid for more than sixty (60) days, we may, consistent with our ethical obligations, cease performing legal services for you until you make satisfactory arrangements to pay us. If the delinquency continues, you agree that we may withdraw from representing you, pursue collection of your account, and recover the costs of collection, including reasonable attorneys' fees from you.

**DELINQUENT ACCOUNTS**

Should your account become delinquent, you agree that we may withdraw from representing you and commence a legal action against you to collect the balance owing. These collection procedures have been established in fairness to the very high percentage of the firm's clients who pay their bills each month as rendered.

**TERMINATION OF REPRESENTATION**

Both you and we have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship, you must notify us immediately of your decision in writing. Your termination of our representation does not eliminate your responsibility to pay for work performed prior to termination.

If we determine that we are no longer able to represent you, we will abide by the applicable Rules of Professional Conduct regarding the withdrawal of representation. Please keep in mind that we may withdraw from representation for good cause and on reasonable notice to you. "Good cause" includes, but is not limited to: (1) your failure to cooperate with us as provided above and in the engagement letter; (2) your failure to pay any invoice when due, or to replenish a retainer as agreed; and (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any withdrawal by us from representing you may be subject to approval from any court in which we are appearing on your behalf.

**QUESTIONS?**

We encourage you to be frank with us about how best we can serve you. If you have any questions about any aspect of our arrangements, please do not hesitate to discuss them with the attorney responsible for your matter or with our President.

**LANE POWELL PC**





KATHERYN BRADLEY  
206.223.7399  
bradleyk@laneowell.com

June 14, 2019

***PERSONAL AND CONFIDENTIAL***

**VIA ELECTRONIC MAIL**

Mr. Michael Ciaravino  
City Manager  
City of Mill Creek  
15728 Main Street  
Mill Creek, WA 98012

Re: Engagement Letter

Dear Michael:

Thank you for engaging Lane Powell PC us to represent the City of Mill Creek (the "City") in connection with advising regarding employment matters. We look forward to working with you on the matter.

**Terms of Engagement.** The terms specified in this letter and the attached statement of standard terms shall constitute the terms of our engagement. Please review them carefully and let me know if you have any questions about them. Unless otherwise agreed, these terms of engagement shall apply not only to the present matter but, except for the scope of our current engagement, also to any future matters in which we represent you.

**Scope of Engagement.** The scope of our current engagement shall be limited to representing the City in connection with its general employment needs, and shall not extend to any other matters unless we have agreed to them in writing.

**Responsibility.** I will be personally responsible to you for the legal work performed under our current engagement. But, unless you request a right to approve any delegation of work, I may assign work to another Lane Powell attorney or paralegal reasonably suited to perform it with the goal of providing the most cost-effective and highest quality legal services for you. If you have any questions or concerns about our staffing or provision of services to you, please do not hesitate to contact me at (206-223-7399) or, if you prefer, our President, Barbara Duffy, at (206-223-7944).

**Legal Fees.** Unless otherwise agreed in writing, you will pay us legal fees for the legal work we perform based on the hourly rates of the attorneys and other timekeepers who perform the

STREET ADDRESS: 1420 FIFTH AVENUE, SUITE 4200 | SEATTLE, WA 98101-2375 P 206.223.7000 F 206.223.7107 [LANEPOWELL.COM](http://LANEPOWELL.COM)  
MAILING ADDRESS: PO BOX 31200 | SEATTLE, WA 98111-0100

Mr. Michael Ciaravino  
City Manager  
June 14, 2019  
Page 2

work. These hourly rates are revised from time to time, usually at the beginning of each year, with changes reflected in the following month's billing statement. As we discussed, we are glad to offer the City of Mill Creek a ten percent discount from our firm's standard rates.

Your invoices will reflect this ten percent discount from the following standard rates. My standard rate for 2019 is \$580. Other labor and employment attorneys who may be involved in this engagement include and their standard rates for 2019 are as follows: Grant Degginger, who is a partner and leads our Government Law Team and may consult on public records issues (\$660); Priya Vivian, one of our senior labor and employment associates (\$460); and Reshvin Sidhu, one of our junior labor and employment associates (\$340). Heather Feenan is our employment paralegal (\$335). Rates for our other associate attorneys in the firm currently range from \$300 to \$510. Rates for other paralegals currently range from \$100 to \$350 per hour.

**Costs and Disbursements.** You will also pay or reimburse us for internal costs incurred and disbursements made on your behalf. These may include such items as postage, overnight courier services, in-house and outside messenger deliveries, conference telephone charges, facsimiles, photocopies, document scanning, travel expenses, filing fees, witness fees, service of process and use of other service providers, such as consulting experts, local counsel and court reporters. We will bill you at cost for charges paid to third party service providers and at our usual and customary rates for internal services. Invoices for the fees and expenses of third party professionals or service providers (such as consulting experts, local counsel and court reporters) will normally be billed directly to you or forwarded to you for direct payment, unless we agree separately to other arrangements.

**Invoices.** As more fully explained in the attached statement of standard terms, we will bill you monthly with payment due upon receipt. Unless otherwise agreed, bills not paid within thirty (30) days shall accrue interest at a rate of nine percent (9%) per annum. If any invoice remains unpaid for more than sixty (60) days, we may, consistent with our ethical obligations, cease performing legal services for you until you make satisfactory arrangements to pay us.

**Termination of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to our obligations under applicable rules of professional conduct. Unless previously terminated, our engagement on this matter will terminate when we send you our final statement for services rendered on this matter. Unless you engage us on other matters, we will have no continuing obligation after the conclusion of this matter to advise you with respect to future legal developments, such as changes in the applicable laws or regulations, that could have an impact on your future rights and liabilities.

**Confidentiality, Disclosure of Engagement and Document Retention.** Both before and after termination of our engagement, we will preserve the confidentiality of any non-public information you have given us in accordance with applicable rules of professional conduct. In the future, we may want to disclose publically that we have represented you, and include a very general description of our work with you. By signing this letter, you grant us permission to make such disclosures. Please do not hesitate to let us know should you have any questions

Mr. Michael Ciaravino  
City Manager  
June 14, 2019  
Page 3

regarding this issue. Finally, at the end of our engagement, at your request we will return the original records that you have provided to us and the original records that we have created for you. If you request additional materials or a copy of your entire file, you agree to pay our reasonable copying expenses. Materials associated with this matter that are not returned may be destroyed in accordance with our document retention policy.

**Acceptance.** If these terms of engagement are acceptable to you, please sign a copy of this letter in the space provided below and return the signed copy to me at your earliest convenience. If you do not return a signed copy of this letter or object to it within five (5) business days after your receipt of the letter, or if you ask us to start work on the engagement before you have returned a signed copy of this letter, these terms of engagement shall govern our engagement.

We appreciate your choice of Lane Powell PC to serve your legal needs. As in every engagement we undertake, our goal is to understand your needs, provide the highest quality service, and exceed your expectations. We welcome discussion of all terms of engagement at any time and encourage you to tell us about how best to serve you. Should you ever have any questions about any aspect of our engagement, please do not hesitate to contact me.

Very truly yours,

LANE POWELL PC



Katheryn Bradley

KB

**Acceptance and Acknowledgment**

The City of Mill Creek, by Michael Ciaravino, its City Manager, hereby agrees to the terms of engagement contained in the foregoing engagement letter and the attached statement of standard terms.

By: \_\_\_\_\_  
Michael Ciaravino, City Manager

Date: \_\_\_\_\_

444444.2907/7697670.1

**LANE POWELL PC  
STANDARD TERMS OF ENGAGEMENT**

These standard terms of engagement supplement the specific terms of engagement in the foregoing engagement letter and together constitute our agreed terms of engagement. They may only be modified if both of us agree in writing to change them and, if they conflict with any proposed alternative terms or policy guidelines that you send us, these terms of engagement shall be controlling. Unless otherwise agreed in writing, these terms of engagement will apply not only to the matter described in our engagement letter but also to future matters in which we may represent you.

**ENTITY CLIENTS**

In representing a client that is an entity, we do not separately represent its affiliates, such as its parent companies, subsidiaries or other entities under common control with the client, whether or not they are operationally integrated with the client, and we do not separately represent its constituents, such as its shareholders, officers, directors, managers, members, partners or employees of the client entity, whether or not they are speaking agents for the client, in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Thus, for conflict of interest purposes, you agree that we may, to the maximum extent permitted by applicable rules of professional conduct, represent another client whose interests are adverse to any such affiliate or constituent without notifying you or obtaining your consent or their consent.

**CONFLICTS**

Before agreeing to represent you, we have examined our records to determine whether any conflicts of interest exist that would preclude us from representing you and have found no such conflicts. Our examination is based upon our existing information and the information you have provided to us. Because circumstances change, we must both be continually alert to the development of additional information that may give rise to a potential conflict. Please call us immediately if you become aware of such information.

In addition to you, we represent and have represented many other clients. During the time we are representing you, it is possible that one or more of our former, present or future clients will have transactions or disputes with you. In that event, we wish to be fair not only to you, but also to our other clients. You therefore agree that we may continue to represent, and may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you, even if the

interests of such other clients in those matters are directly adverse to you, and that you will not seek, on the basis of that representation, to disqualify us from representing other clients in any such matters. We agree, however, that your advance consent to conflicting representations in any matter that is not substantially related to our work for you shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used by such other client to your material disadvantage.

Further, as an accommodation to some of our current and former clients, our corporate service affiliate, LPSL Corporate Services, Inc. acts in a non-legal capacity as a registered agent, deed of trust trustee or successor deed of trust trustee. Unless otherwise agreed in writing, such non-legal services performed by LPSL Corporate Services, Inc., shall not disqualify us from representing other clients in matters adverse to clients using LPSL Corporate Services for non-legal matters.

**COOPERATION**

We want to provide you the best representation possible. To do so, it is essential that you cooperate with us, by providing timely, complete, and accurate responses to our requests for information. In addition, it may be necessary for you to make employees available to discuss issues and to participate in meetings, work sessions, or judicial proceedings related to the matter. We cannot be responsible for the consequences of a failure to cooperate in these respects because it might not only hinder our ability to represent your interests, but it could also require us to withdraw from representing you.

**ATTORNEY AND CLIENT RESPONSIBILITIES**

We will provide strictly legal services to you in connection with this engagement and, unless otherwise expressly agreed upon in writing, you are not relying on us for, and we are not providing you with, any investment advice, appraisal service, accounting advice, any advice concerning the character or credit of any persons with whom you may be dealing, or any advice in connection with existing insurance coverage or the desirability of obtaining any kind of insurance coverage. Moreover, any opinions that we express about legal questions you have asked or the outcome of your legal matters are expressions of our best professional judgment, which are necessarily limited by our knowledge of the facts and are based on the law in effect at the time they are expressed. We do not guarantee any particular outcome of this engagement.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have relating to the subject matter of this engagement and that you will make any appropriate business or technical decisions. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will consult with you at appropriate times as the engagement progresses. Ordinarily, such consultations are conducted in person or by telephone; but, if you desire that we communicate in writing in a particular instance, please let us know. In addition, we may on occasion choose to communicate with you in writing.

**INSURANCE COVERAGE**

You may have insurance that would fund the defense of claims against you or otherwise apply to your matter. We urge you to consult your insurance broker to locate all relevant policies and to tender defense to all relevant insurers. Depending on the type of policy, both current and expired policies, as well as policies held by related entities, may be relevant. If a policy does have the potential for coverage, it is important that you tender the defense promptly. Generally, insurers reimburse defense expenses only from the moment of tender; in addition, insurers may deny a defense entirely when a tender has been made too late in the case. We count on our clients to work with their insurance brokers to make all relevant tenders.

**CONFIDENCES**

With rare exceptions, ethical rules prevent us from disclosing to persons outside our firm confidential information that we have obtained from a client without first obtaining the client's permission to do so. In many engagements, however, we may work with persons outside our firm who have been retained to perform services on the client's behalf. You agree that, in the event such persons are retained on your behalf, we can disclose to them information that is, in our judgment, necessary to the performance of their duties and to the representation of your interests. Our effective representation also may require disclosures of information among members of our firm, but we will never make such disclosures unnecessarily. In addition, we are sometimes asked by third party rating agencies or prospective new clients to disclose representative engagements or transactions to them to demonstrate our legal experience. In the absence of written notice from you to the contrary, we may elect to notify such third parties of non-confidential matters on which we have represented you.

**ELECTRONIC COMMUNICATIONS**

Electronic mail, cellular telephone, facsimile and other forms of electronic communication and document transfer are important business tools that increase our efficiency, responsiveness, and ability to serve you. But, they involve risks of third party access and interception. Although we have no reason to believe that our electronic communication systems are not secure, you should be aware that information sent or stored electronically could be accessed by third parties. However, unless you ask us not to use email, cell phones or other electronic communications, you agree that we may use them when communicating with you and storing your electronic records.

You also acknowledge that email can be subject to delivery delays and non-delivery. Accordingly, you should confirm our receipt of any important email communications to us, and we will endeavor to do the same with respect to our important email communications to you.

We have measures in place to protect against sending or receiving viruses, but we cannot guarantee that these measures will be completely effective at all times. You should therefore take your own precautions against possible virus infection.

**IN-HOUSE ATTORNEY-CLIENT PRIVILEGE**

We may have the need from time to time to seek legal advice about our duties under rules of professional conduct that apply to lawyers. For example, we might have conflict of interest issues that arise out of a dispute between us and a client over the handling of a matter.

Historically, we have sought advice on such issues from our in-house General Counsel, who is a member of the firm, knowledgeable about the rules of professional conduct and responsible within our firm for providing such advice. If we consulted with independent counsel outside of the firm, the resulting communications would be protected from disclosure by the attorney-client privilege, and we believe that the same internal communications with our General Counsel should also be protected from disclosure by the attorney-client privilege.

However, at least one recent court decision indicates that communications involving a client matter between in-house counsel and members of a law firm may not be protected by the attorney-client privilege unless the law firm first withdraws from representing the client or obtains the client's consent to consult on a privileged basis with its in-house counsel.

Since it is important to you and us that we promptly obtain whatever legal advice we need to follow the rules of professional conduct, that we obtain such advice from in-house counsel without the delay of having to engage outside counsel, and that you not incur the disruption and expense associated with our potentially unnecessary withdrawal from representing you in order to seek such advice, you consent to members of our firm consulting with in-house General Counsel on an attorney-client privileged basis with respect to our duties under the rules of professional conduct or any other issues that arise out of our engagement, including any dispute between you and us over the handling of any matter.

**CLIENT DEPOSITS**

Unless otherwise agreed, we will deposit any client retainer or other client funds in a pooled interest-bearing trust account called an IOLTA account, a statewide procedure approved by the Supreme Courts of each state in which we practice whenever the amount of the funds, duration of the deposit and current interest rate will not produce a positive net return after deducting the cost of establishing and administering the account. The interest accruing on such funds, net of transaction costs, is paid to a Supreme Court approved foundation, which uses it to provide lawyers to persons who cannot afford them. The interest is not taxable to clients. Unless you request otherwise, we will deposit your retainers and other funds into the IOLTA account. If you do request otherwise in writing, we will establish a separate trust account for your funds. In that event, interest earned, net of the financial institution's charges, will be deposited in that trust account and taxable to you.

**FEEES**

Absent written agreement to the contrary, our fees will be primarily based on the amount of time spent by lawyers, paralegals, and in some cases, other professionals or law clerks. Fees are determined by multiplying the number of hours worked by the hourly rate of the person performing the work. The rates charged will be those in effect for the particular engagement at the time the work is performed. Our rates are based upon an individual's experience and expertise, are reviewed at least annually and may be adjusted without notice.

We are often asked to estimate the amount of fees and costs likely to be charged in connection with a particular matter. Whenever possible, we will be happy to furnish such an estimate based on our best professional judgment. However, it is important to understand that any such estimate is not a guaranteed maximum amount. We generally cannot give maximum fee quotations because it is often not possible to predict exactly how much time and effort will be required to complete an engagement. This is especially true in matters involving

litigation or negotiation, where factors that are not within our control, such as the "scorched earth" tactics of opposing counsel, often affect the time we must spend and the ultimate fee.

Each month before a bill is issued, we review recorded time entries to assess the nature, efficiency and quality of the services performed and, in cases where there is a disparity between the value of services rendered and the recorded time value, the bill is adjusted as appropriate. We may also consider factors other than recorded time value, such as the novelty or complexity of issues and problems encountered, the extent of responsibility involved, the results achieved, the efficiency of our work, and the customary fees for similar legal services in arriving at a fair fee.

**COSTS AND DISBURSEMENTS**

A variety of costs may be incurred in the course of our representation of your interests. These costs may include charges for postage, overnight courier services, in-house and outside messenger deliveries, conference telephone charges, facsimiles, photocopies, document scanning, travel expenses, filing fees, witness fees, service of process and use of other service providers, such as consulting experts and court reporters. We may also charge for computerized legal research services, as the use of such services greatly reduces lawyer research time and thus assists in controlling the cost to you.

Any disbursements that we make on your behalf are done as a courtesy to you to avoid the need for you to deposit a separate cost retainer with us and to expedite performance. You agree to reimburse us for all such costs advanced upon receipt of our statement for them. Please note that billing for such costs may lag the actual expenditures because of delays in the receipt of third-party bills and the posting of accounts. In certain circumstances, we may request that you pay expenses directly to a consulting expert, court reporter, local counsel or other service provider.

**PAYMENT OF INVOICES**

Unless otherwise agreed, invoices will be sent monthly reflecting work performed in the previous month, as well as expenses or disbursements incurred on your behalf. Payment is due upon receipt of our invoice, and should be made by check or sent by wire transfer to "Lane Powell PC." If we do not receive questions about the invoice within 30 days from the date of the invoice, we will assume that you have reviewed the invoice and found it in order.

Unless otherwise agreed, bills not paid within thirty (30) days shall accrue interest at a rate of nine percent (9%) per annum or three-quarters of a percent (0.75%)

per month. If any invoice remains unpaid for more than sixty (60) days, we may, consistent with our ethical obligations, cease performing legal services for you until you make satisfactory arrangements to pay us. If the delinquency continues, you agree that we may withdraw from representing you, pursue collection of your account, and recover the costs of collection, including reasonable attorneys' fees from you.

**DELINQUENT ACCOUNTS**

Should your account become delinquent, you agree that we may withdraw from representing you and commence a legal action against you to collect the balance owing. These collection procedures have been established in fairness to the very high percentage of the firm's clients who pay their bills each month as rendered.

**TERMINATION OF REPRESENTATION**

Both you and we have the right at any time to terminate the attorney-client relationship. If you decide to terminate the relationship, you must notify us immediately of your decision in writing. Your termination of our representation does not eliminate your responsibility to pay for work performed prior to termination.

If we determine that we are no longer able to represent you, we will abide by the applicable Rules of Professional Conduct regarding the withdrawal of representation. Please keep in mind that we may withdraw from representation for good cause and on reasonable notice to you. "Good cause" includes, but is not limited to: (1) your failure to cooperate with us as provided above and in the engagement letter; (2) your failure to pay any invoice when due, or to replenish a retainer as agreed; and (3) any fact or circumstance that would render our continuing representation unlawful or unethical. Any withdrawal by us from representing you may be subject to approval from any court in which we are appearing on your behalf.

**QUESTIONS?**

We encourage you to be frank with us about how best we can serve you. If you have any questions about any aspect of our arrangements, please do not hesitate to discuss them with the attorney responsible for your matter or with our President.

**LANE POWELL PC**



Agenda Item # D  
Meeting Date: November 12, 2019

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

**AGENDA ITEM:** LOCAL AGENCY AGREEMENT SUPPLEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY OF MILL CREEK FOR THE SEATTLE HILL ROAD PAVEMENT PRESERVATION PROJECT (18-PAVE-03)

**PROPOSED MOTION:**

Authorize the City Manager to execute a Local Agency Agreement (LAA) with the Washington State Department of Transportation to receive \$720,000 for the purpose of assisting the City of Mill Creek fund construction for the Seattle Hill Road Pavement Preservation Project.

**KEY FACTS AND INFORMATION SUMMARY:**

The current pavement condition for Seattle Hill Road is 59 (on a scale of 0 to 100). In 2016 the City was awarded a federal grant in the amount of \$720,000 for the overlay of Seattle Hill Road from Village Green Drive to 35<sup>th</sup> Ave. SE.

The scope of this project includes: a full width, two-inch grind and overlay, reconstructing damaged extruded concrete curbs around the landscaped medians, upgrade curb ramps to current ADA standards, and upgrade existing pedestrian pushbuttons to accessible pedestrian signals. Funds need to be obligated by December 31, 2019. After obligation, the City will advertise the project. Construction is planned to begin in spring 2020.

**CITY MANAGER RECOMMENDATION:**


City Council authorize the City Manager to execute a Local Agency Agreement (LAA) with the Washington State Department of Transportation to receive \$720,000 for the purpose of assisting the City of Mill Creek fund construction for the Seattle Hill Road Pavement Preservation Project.

**ATTACHMENTS:**

Attachment A: 2019-2024 CIP Project Sheet

Attachment B: LAA Supplement and Local Agency Federal Aid Project Prospectus

Respectfully Submitted:

  
Michael Ciaravino  
City Manager



Attachment A

<b>PROJECT NAME:</b>	Seattle Hill Road Pavement Preservation
<b>PROJECT #:</b>	18-PAVE-03
<b>DEPARTMENT</b>	Public Works and Development Services
<b>CATEGORY</b>	Pavement
<b>TYPE</b>	Construction

Transportation Project

<b>STRATEGIC PRIORITY</b>
Fiscal Responsibility, Community Preservation, Public Safety, Long-Term Planning

<b>DESCRIPTION / JUSTIFICATION</b>
Repave Seattle Hill Road between Village Green Drive and 35th Avenue Southeast. The scope of work includes a full width, two-inch grind and overlay, replacement of landscaped median curbs and Americans with Disabilities (ADA) upgrades at all curb ramps and two traffic signals. A federal grant was obtained for construction in 2019 in the amount of \$720,000. In 2016, the pavement condition for this minor arterial was 59 (scale 0 to 100). The existing curb ramps and traffic signals do not meet current ADA standards. The curbs on all landscape medians have been damaged beyond repair over the years by vehicle collisions. No new operational expenses will result from this project.

<b>ANTICIPATED OPERATIONS AND MAINTENANCE COSTS</b>
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction		\$ 1,600,000						\$ 1,600,000
Professional Services	\$ 198,040	\$ 150,000						\$ 150,000
Project Engineer		\$ 105,000						\$ 105,000
<b>Total Project Expenditures</b>	<b>\$ 198,040</b>	<b>\$ 1,855,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,855,000</b>

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
Grant - Federal		\$ 720,000						\$ 720,000
REET	\$ 250,000	\$ 1,135,000						\$ 1,135,000
								\$ -
								\$ -
<b>Total Project Revenues</b>	<b>\$ 250,000</b>	<b>\$ 1,855,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,855,000</b>



Attachment B



Agency City of Mill Creek

Address 15728 Main Street  
Mill Creek, WA 98012

**Local Agency Agreement**

CFDA No. 20.205 (Catalog or Federal Domestic Assistance)  Project No.  Agreement No.  For OSC WSDOT Use Only
---

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name Seattle Hill Road Preservation Project Length 1.35 miles  
Termini Village Green Drive to 35th Ave SE

**Description of Work**

Full width grind and overlay with HMA of Seattle Hill Road with replacement of broken median curbs, upgrading sidewalk ramps and bus stops to current ADA standards along with upgrading traffic signals and rapid flashing beacon to current accessible pedestrian standards

Project Agreement End Date

Proposed Advertisement Date Dec. 2019

Claiming Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
% b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
% g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total RW Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
86.5 % k. Contract	832,370.00	112,370.00	720,000.00
% l. Other eligible non federal	597,630.00	597,630.00	
m. Other CB eligible non federal	214,500.00	214,500.00	
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency	2,000.00	2,000.00	
p. State	2,000.00	2,000.00	
q. Total CN Cost Estimate (k+l+m+n+o+p)	1,648,500.00	928,500.00	720,000.00
r. Total Project Cost Estimate (e+j+q)	1,648,500.00	928,500.00	720,000.00

Agency Official

By  
Title

Washington State Department of Transportation

By  
Director, Local Programs  
Date Executed



The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

#### **VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

##### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

#### **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

#### **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

**IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

**X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

**XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

**XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

**XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

**XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

**XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

**XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XVII. Assurances**

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

**Additional Provisions**



**Washington State  
Department of Transportation**

**Local Agency Federal Aid  
Project Prospectus**

	Prefix	Route	( )	Date	
Federal Aid Project Number	STPUS	2575		DUNS Number	
Local Agency Project Number	18-PAVE-03	( WSDOT Use Only )		Federal Employer Tax ID Number	

Agency City of Mill Creek	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Seattle Hill Road Preservation Project		Start Latitude N 47.5108	Start Longitude W 122.1232		
		End Latitude N 47.51.38	End Longitude W 122.1110		
Project Termini From-To Village Green Dr 35th Ave SE		Nearest City Name Mill Creek		Project Zip Code (+4) 98012	
Begin Mile Post NA	End Mile Post NA	Length of Project 1.35 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID 2575	Begin Mile Point NA	End Mile Point NA	City Number 0778	County Number 31	County Name Snohomish
WSDOT Region Northwest Region	Legislative District(s) 44	Congressional District(s) 1		Urban Area Number 1	

Phase	Total Estimated Cost	Local Agency Funding	Federal Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	\$198,040	\$198,040	0	July 2018	
R/W	0	0	0		
Const.	\$1,644,500	\$924,500	\$720,000	Dec 2019	
<b>Total</b>	<b>\$1,842,540</b>	<b>\$1,111,540</b>	<b>\$720,000</b>		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width 44	Number of Lanes 3
---------------------	----------------------

Road is a 3 lane arterial with unmarked bike lanes with signals at Village Green Drive, Mill Pointe Dr SE and 35th Ave SE. The roadway surface is in need of replacement and curb ramps do not meet current standards.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Full width grind and overlay with HMA of Seattle Hill Road with replacement of median curbs, upgrading all sidewalk ramps and bus stops to current ADA standards along with upgrading traffic signals and rapid flashing beacon to current accessible pedestrian standards.

Local Agency Contact Person Gina Hortillosa	Title Public Works Director	Phone 425-921-5708
Mailing Address 15728 Main Street	City Mill Creek	State Zip Code WA 98012
Project Prospectus	By _____ Approving Authority	Date
	Title _____	Date

Agency City of Mill Creek	Project Title Seattle Hill Road Preservation Project	Date
------------------------------	---	------

Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input checked="" type="checkbox"/> 3-R	44
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	3
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 MPH	25 MPH
Design Speed	35 MPH	35 MPH
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations
------------------------------



Agency City of Mill Creek	Project Title Seattle Hill Road Preservation Project	Date
------------------------------	---	------

<b>Right of Way</b>		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input type="checkbox"/> Right of Way Needed	
	<input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

<b>Utilities</b>	<b>Railroad</b>
<input type="checkbox"/> No utility work required	<input checked="" type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

minor adjustment to gas and water valves

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project?  Yes  No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Date \_\_\_\_\_ Agency  
By \_\_\_\_\_ Mayor/Chairperson



Agenda Item #     E    

Meeting Date: November 12, 2019

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: LOCAL PROGRAMS STATE FUNDING AGREEMENT SUPPLEMENT BETWEEN THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND THE CITY OF MILL CREEK FOR 35<sup>th</sup> AVENUE SE RECONSTRUCTION PROJECT FUNDING (CULVERT REMOVAL)**

**PROPOSED MOTION:**

Authorize the City Manager to execute a Local Programs State Funding Agreement Supplement with the Washington State Department of Transportation to receive up to \$1,000,000 for the purpose of helping the City of Mill Creek fund construction for the 35<sup>th</sup> Avenue SE Reconstruction Project (Culvert Removal).

**KEY FACTS AND INFORMATION SUMMARY:**

Construction of the 35th Avenue SE Reconstruction Project began in July 2018. The original project scope was to address chronic settlement and flooding between 141st Street SE and 144th Street SE (project length is approximately 1,000 feet). To prevent future settlement, the roadway was reconstructed on a pin pile-supported slab. Other work included installation of modular block walls, storm drainage improvements, pavement, sidewalks and maintenance of traffic during construction.

On July 24, 2018, City Council approved the execution of Change Order No. 2 (total amount not to exceed \$1,136,114.00). The main element of this change order was the removal of two 54 inch culverts. The removal of the culverts was triggered by a Hydraulic Project Approval (HPA) permit issued by the Washington Department of Fish and Wildlife which required the removal of the two existing 54-inch culverts by 2021. Beyond meeting regulatory requirements, the removal of culverts increase water conveyance capacity under the road to prevent flooding during large rainfall events and removes barriers to migrating salmon. Table 1 summarizes all change orders executed for the City's contract with Harbor Pacific Contractors, Inc.(HPC). The total amount paid to date to HPC is \$5,501,573.28 (\$54,165.29 below the contract amount).

After approximately eight months of construction, the roadway was opened to the public on March 11, 2019. Also in March 2019, Mill Creek submitted a Transportation Budget request to Senator Hobbs in the amount of \$1,000,000 for the costs associated with the removal of the two 54-inch culverts (Change Order No. 2). The City was awarded the \$1,000,000 amount request (Attachment A). The funds are available to the City after the funds are obligated (Attachment B).

City Council Agenda Summary  
Page 2

**Table 1. Summary of Change Orders for the 35<sup>th</sup> Ave. SE Reconstruction Project (Harbor Pacific Contractors, Inc.)**

Date	Item	Amount	Contract Days	Purpose
4/24/2018	Original Contract	\$4,692,000.00	150	
7/18/2018	CO1	\$42,568.00	0	Additional Traffic Control
7/25/2018	CO2	\$998,500.00	10	Culvert removal (2-54 inch)
8/11/2018	CO3	-\$6,560.00	0	Form Liner credit
10/18/2018	CO4	-\$30,071.00	0	Frontier Conduit Support credit
11/28/2018	*CO5	-\$118,383.00	0	*CLAIM: Legal process
1/14/2019	CO6	\$19,861.85	4	Minor Changes 2 and 3
1/14/2019	CO7	-\$56,679.00	0	Pin Pile Credit
2/1/2019	CO8	\$0.00	0	CCF Measurement Method
2/26/2019	CO9	\$16,591.72		Unsuitable material, grinding
2/26/2019	C10	\$20,710.00		Pave and open road prior to 3/15
3/9/2019	C11	-\$22,800.00		Delete Additional Changeable Message Sign
<b>Total</b>		<b>\$5,555,738.57</b>		

\*Claim related to credit to City for culvert removal

A contract with Gray & Osborne, Inc. for the construction management and inspection services of the 35<sup>th</sup> Ave. SE Reconstruction Project was executed in March for an amount not to exceed \$611,300. Two addendums were executed and are shown in Table 2. The total amount paid to date to Gray & Osborne, Inc. is \$658,073.41 is (\$52,409.59 below the contract amount).

**Table 2. 35<sup>th</sup> Ave. SE Reconstruction Project Construction Management Contract (Gray and Osborne, Inc.)**

Date	Item	Amount	Purpose
3/20/2018	Original Contract	\$611,300.00	
11/12/2018	Addendum No. 1	\$51,820.00	Support for CO2
11/12/2018	Addendum No. 2	\$47,363.00	Additional Pile Inspection
<b>Total</b>		<b>\$710,483.00</b>	

There are two outstanding claims with HPC that are planned to be resolved by mediation in January 2020. Those claims are related to:

- Credit to City for Culvert removal (not encased in grout)  
At the time Change Order No.2 was executed, the anticipated cost to remove the grout encasement surrounding the culverts was \$173,383. As discovered after excavation, the culverts were not encased in grout. Hence, the actual cost to physically reach the culverts was \$55,000. This represents a credit to the City of \$118,383. (Change Order No. 5).

City Council Agenda Summary  
Page 3

- Contractor is claiming Pin Pile Obstructions caused additional work that cost \$158,223. The contractor claims obstruction such as logs slowed down the pin pile driving operations. The City claims the method (vibratory hammer) caused the slow down. When the contractor used another method (drop hammer), the pin piles were driven through logs and other objects.

It is not possible to predict the outcome of mediation. However, three possible scenarios are summarized in Table 3 below. Scenario 1 represents mediation favoring the City 100%. Scenario 2 represents a 50/50 split between the City and HPC. Scenario 3 represents mediation favoring HPC 100%.

Table 3. 35<sup>th</sup> Ave. SE Reconstruction Project (Claim Scenarios and Corresponding Contract Amounts)

Contract	Scenario 1 Current	Scenario 2 Mediation (50% favor HPC)	Scenario 3 Mediation (100% favor HPC)
HPC	\$5,555,738.57	\$5,694,041.57	\$5,832,344.57
G&O	\$710,483.00	\$710,483.00	\$710,483.00
Total	\$6,266,221.57	\$6,404,524.57	\$6,542,827.57

With the execution of the attached Local Program State Funding Agreement, the State contribution for the 35<sup>th</sup> Ave. SE Reconstruction Project is \$6,250,000. Additionally, Snohomish County provided a \$50,000 grant to this project. Thus, the total non-local project funding is \$6,300,000. The City’s local contribution will ultimately depend on the resolution of the claims. Table 4 provides a range of possible City contributions based on the aforementioned mediation scenarios.

Table 4. 35<sup>th</sup> Ave. SE Reconstruction Project (City Contribution based on Claim Scenarios)

Funding Source	Scenario 1 Current	Scenario 2 Mediation (50% favor HPC)	Scenario 3 Mediation (100% favor HPC)
Total	\$6,266,221.57	\$6,404,524.57	\$6,542,827.57
Connecting Washington	\$6,250,000.00	\$6,250,000.00	\$6,250,000.00
Snohomish County SCCP Grant	\$50,000.00	\$50,000.00	\$50,000.00
City of Mill Creek	(\$33,778.43)	\$104,524.57	\$242,827.57

**CITY MANAGER RECOMMENDATION:**

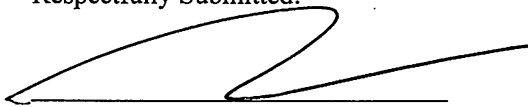
City Council authorize the City Manager to execute a Local Programs State Funding Agreement Supplement with the Washington State Department of Transportation to receive \$1,000,000 for the purpose of helping the City of Mill Creek fund construction for the 35<sup>th</sup> Avenue SE Reconstruction Project (Culvert Removal).

City Council Agenda Summary  
Page 4

**ATTACHMENTS:**

Attachment A: 2019-2021 Transportation Budget City Award Letter dated June 14, 2019  
Attachment B: Local Programs State Funding Agreement -Supplement

Respectfully Submitted:

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Michael Ciaravino  
City Manager

Attachment A




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

June 14, 2019

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

**35<sup>th</sup> Avenue SE Reconstruction  
HLP-CNWA(014)  
Connecting Washington – Earmark  
2019-21 State Funding**

Dear Ms.  Hortillosa:

WSDOT is pleased to advise you that the 2019-21 Transportation Budget has revised the above-mentioned project funding through the Connecting Washington (CWA) program of projects. The state funding is limited as shown below:

<b>35<sup>th</sup> Avenue SE Reconstruction</b>	<b>\$6,250,000</b>
<b>2017-19 Available Funding: \$5,250,000</b>	
<b>2019-21 Available Funding: \$1,000,000</b>	

In the event the 2017-19 funding was not all reimbursed, WSDOT will request the remaining funding during the 2020 supplemental budget. Until the remaining funding is provided by the legislature, WSDOT can only reimburse your agency for the approved work completed each biennium, as reflected above. Therefore, it is critical that the city plan its work and schedule so that the funds match the work. If additional funding this biennium is necessary, it is essential the city coordinate with WSDOT at its earliest convenience, to determine if there is any flexibility.

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

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

Gina Hortillosa  
Public Works Director  
City of Mill Creek  
35<sup>th</sup> Avenue SE Reconstruction  
Connecting Washington – Earmark  
June 14, 2019

Also, the legislature expects that for some projects, costs will be reduced due to the application of practical solutions. We look forward to further conversations to understand the current status of your project and the results you expect to achieve.

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

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

Sincerely,



Kathleen B. Davis  
Director  
Local Programs

Attachment  
KBD:st:sas

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

**Connecting Washington Projects – Reporting Requirements**

1. **At Contract Award** – report the estimated cost to implement any transit, bicycle or pedestrian project elements.
2. **Annually**, report separately on amounts **expended and the funds utilized** to benefit transit, bicycle and pedestrians. To assist in approximating the amount of funding spent on a contract, below are some types of work for each of the elements:
  - **Transit elements**, such as:
    - ✓ Bus pullout
    - ✓ Direct Access On/Off ramp
    - ✓ HOV/HOT Lane
    - ✓ Park and Ride Lot
    - ✓ Transit stops/shelters
    - ✓ Business Access & Transit (BAT) lanes
  - **Bicycle elements**, such as:
    - ✓ Stand-alone/separate path
    - ✓ Shared use path (50% bicycle/50% pedestrian)
    - ✓ Drainage systems associated with the path (ignore if incidental)
    - ✓ Joint use shoulder including pavement marking & signage (shoulder was widened for bicycles to travel on)
    - ✓ Bike lane on bridge (% based on width of lane to total bridge width)
    - ✓ Bike racks on buses, at trailheads, on local routes or schools
    - ✓ Bike parking stations
    - ✓ Bike share projects
    - ✓ Roadway reconfiguration (road diets) (50% bicycle/50% pedestrian)
    - ✓ Raised crosswalk/intersection (50% bicycle/50% pedestrian)
    - ✓ Curb extensions (bulb out) (50% bicycle/50% pedestrian)
  - **Pedestrian elements**, such as:
    - ✓ Sidewalk and trails or walking path
    - ✓ Shared use path (50% bicycle/50% pedestrian)
    - ✓ Curb and gutter for sidewalk
    - ✓ Drainage systems associated with the path (ignore if incidental)
    - ✓ Sidewalk on bridge (% based on width of sidewalk to total bridge width)
    - ✓ Electronic Walk Sign with audio speaker (APS)
    - ✓ Lighting at pedestrian crossing ( if easy to break out of illumination system )
    - ✓ Pedestrian lighting
    - ✓ Crosswalk pavement markings and signage
    - ✓ ADA accessible curb ramps
    - ✓ Roadway reconfiguration (road diets) (50% bicycle/50% pedestrian)
    - ✓ Raised crosswalk/intersection (50% bicycle/50% pedestrian)
    - ✓ Curb extensions (bulb out) (50% bicycle/50% pedestrian)
    - ✓ Refuge Islands



Attachment B



**Supplement - Local Programs  
State Funding Agreement**

Agency City of Mill Creek		Supplement Number 2
Project Number HLP-CNWA(014)	Agreement Number LA9244	

This supplemental agreement is made and entered into  
All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

Project Description  No Change

Name 35th Avenue Southeast Reconstruction

Location 35th Avenue Southeast from 144th Street Southeast to 141st Street Southeast

Description of Work  No Change

**Reason for Supplement**

Obligate \$1,000,000 in additional 2019 Supplemental Transportation Budget - Connecting Washington -- Earmark, 2019-2021 State Funding.  
(see attachment)

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated State Funds
<b>PE</b> a. Agency					
b. Other					
c. Other					
d. State					
e. Total PE Cost Estimate (a+b+c+d)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>RW</b> f. Agency					
g. Other					
h. Other					
i. State					
j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>CN</b> k. Contract					
l. Other					
m. Other					
n. Other					
o. Agency					
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
r. Total Project Cost Estimate (e+j+q)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**AGENCY**

BY: \_\_\_\_\_

**STATE**

BY: \_\_\_\_\_  
Director, Local Programs

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DOT Form 140-087A  
Revised 03/2016



Project Number : HLP-CNWA(014)  
 Agreement Number : LA 9244  
 Project Title : 35th Ave SE Reconstruction  
 Supplement Number : 2

Type of Work		Estimate of Funding				
		(1) PREVIOUS AGREEMENT/ SUPPLEMENT	(2) SUPPLEMENT	(3) ESTIMATED TOTAL PROJECT FUNDS	(4) ESTIMATED AGENCY FUNDS	(5) ESTIMATED STATE FUNDS
P.E. % State Aid	a. Agency:	\$470,696		\$470,696	\$470,696	
	b. Other					
	c. Other					
	d. Other					
	e. Total PE Cost Est. (a thru e)	\$470,696	\$0	\$470,696	\$470,696	\$0
Right of Way % State Aid Participation Ratio for RW	f. Agency					
	g. Other					
	h. Other					
	i. State					
j. Total R/W Cost Est. (f thru i)	\$0	\$0	\$0	\$0	\$0	
Construction % State Aid Participation Ratio for CN	k. Contract	\$3,995,000	\$1,000,000	\$4,995,000		\$4,995,000
	l. Other	\$700,000		\$700,000		\$700,000
	m. Other	\$76,829	-\$38,761	\$38,068	\$38,068	
	n. Other	\$50,000		\$50,000		\$50,000
	o. Other	\$165,774		\$165,774		
	p. Other	\$500,000		\$500,000		\$500,000
	q. State	\$5,000		\$5,000		\$5,000
	r. Total Const. Cost Est. (k thru p)	\$5,492,603	\$961,239	\$6,453,842	\$38,068	\$6,250,000
r.Total Project Cost Estimate (e+j+q)	\$5,963,299	\$961,239	\$6,924,538	\$508,764	\$6,250,000	



Agenda Item F

Meeting Date: November 12, 2019

**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: 2019-2020 Mid Biennium Budget Adjustments  
City Manager's Work Plan**

**PROPOSED MOTION:**

N/A

**KEY FACTS AND INFORMATION SUMMARY:**

**Police Department – School Resource Officer**

The undersigned respectfully requests appropriation for this position to protect and preserve the funding for the Police Department budget. We acknowledge the additional diligence requested by City Council and will present to Council in a study session in 2020 before appropriated funds are expended.

**Department of Public Works – Surface Water Engineer**

This position is responsible for many regulatory requirements set forth by the NPDES such as: public education and outreach, public involvement and preparation, illicit discharge detection, controlling runoff from development/construction, and NPDES annual report preparation. The Surface Water Engineer performs water quality, hydro sampling and inspections in the field. This position manages maintenance schedules, contracts and supports maintenance work relating to all stormwater facilities and infrastructure. The engineer is a part of all projects relating to surface water including the current replacement of the City's aging surface water infrastructure. This position assists in maintaining and gathering data that can be used in the City's geographic information system (GIS). This information is necessary to create geospatially accurate maps for the City's infrastructure.

1. Regulatory requirements:  
Implement and manage NPDES permit requirements such as: public education and outreach, public involvement and participation, illicit discharge detection, controlling runoff from development/construction, and NPDES annual report preparation.
2. Field Work:
  - Perform water quality and hydrology sampling in field as required for North Creek (Department of Ecology).

City Manager's Work Plan  
Page 2

- Perform field inspection of public and private stormwater facilities, including confined space areas.
3. Maintenance of City Infrastructure:
    - Prepare and maintain regular maintenance schedule for all City stormwater facilities. Prepare and manage contracts for stormwater facility maintenance work.
    - Support City maintenance crews by providing knowledge and researching maintenance methods and equipment as needed. This effort may lead to the procurement of equipment used to maintain surface water quality and infrastructure.
  4. Project Delivery:
    - Perform project management activities as assigned: support all phases of City aging surface water infrastructure capital improvements from scoping through design, bidding, and construction.
    - Provide technical assistance for beaver dam management (hydraulic modeling or other)
  5. Funding Opportunities:

Investigate grant opportunities and prepare grant applications to support the maintenance and enhancement of the City's surface water infrastructure, fish passage projects and other capital needs.
  6. GIS:

Provide assistance in maintaining data layers for use in the City's geographic information system. Develop a geospatially accurate map of City surface water infrastructure.
  7. Customer Service:

Assist the public both in person and over the telephone by responding to surface water inquiries.
  8. Professional Associations  
Participate in professional association networks and internal and external coordination groups.

**Department of Public Works – Maintenance Worker**

The City's current maintenance crew size is 4.7 FTE (budgeted at 5.0 FTE). Citywide maintenance activities include upkeep/clean-up of four City owned facilities (City Hall South, City Hall North, Library and Cook), Parks, Events, Streets and Surface Water. Most tasks are planned and other are sudden based on Citizen Requests or emergencies. This creates a significant operational challenge when employees schedule vacation, FMLA, sick leave or training. There is limited redundancy within the maintenance crew. Except for street sweeping, most the maintenance activities are conducted by 4 FTEs. Hence, if one maintenance worker is out sick, that represents a reduction of 25% on maintenance work

City Manager’s Work Plan  
Page 3

activities. If two maintenance workers are in training, that impacts 50% of the maintenance work.

In addition to the operational challenge described above, the City has limited levels of service on certain tasks and functions. These impact the public as follows:

Medium to High Public Impact Tasks:

- Inability to independently respond to emergencies: floods, snow storm, sinkhole
- Overgrown landscape along SR 527
- Cleaning/replacement of street signs
- Library Trash Pick-up
- Maintenance of roof gutters at all Parks restrooms/picnic shelters and City facilities (Library, City Hall North, City Hall South, Cook)
- Sport Court Painting at various locations
- Frequent pressure washing of Library, City Hall and Annex facilities
- Pro-active: Passport customer message signs, inspections of pre-school/community room facilities
- Pro-active cleaning and organization of PW Workshop and Yard at City Hall

Medium to Low Public Impact Tasks:

- Aesthetics of entrance signs to City (ten)
- Pruning of trees along City streets and City facilities
- Bark beds at City Facilities and Parks

Additional anticipated work:

- Exploration Park new playground maintenance
- Non Capital Projects: Elementary School sidewalk painting; Speed Radar Installation, Pedestrian shoulder improvements on North Creek Drive
- Vandalism uptick at Library
- Currently four parcels (City Hall South, City Hall North, Library and Cook Property) are maintained by the City crew. As these facilities age, their maintenance activities increase.
- Maintenance of new potential properties that the City may acquire

<b>Task</b>	<b>Hours</b>	<b>Notes</b>
Coverage for vacation/sick/training	400	Coverage for current maintenance workers
Overgrown vegetation (SR 527 and other)	240	6 weeks per year
Sweeping	416	1 additional day per week (12 months)
Leaf blowing (Fall)	48	4 hours/week (Sept., Oct. and Nov.) -Prior to sweeping
Trail Maintenance (North Creek Trail and others)	104	4 hours/week (6 months)
Parks (restrooms and other)	208	4 hours/week (12 months)
Library Trash pick-up	104	2 hours/week (12 months)

City Manager’s Work Plan  
Page 4

Cleaning/replacing street signs	208	4 hours/week (12 months)
Vandalism	52	1 hour/week (12 months)
Tree removal/beaver activity	24	2 hours/week (Sept., Oct. and Nov.)
Maintenance of facilities	156	3 hour/week (12 months)
Other	40	Non-planned
<b>Total</b>	<b>2000</b>	

Other considerations:

- Maintenance Worker (Veteran) working on Veteran's Day
- Rotations (12 hour days during storm/events events)
- Safety (aerial operations, confined spaces, traffic control)

**Communications, Marketing and Recreation Department**

The Communications, Marketing and Recreation Department’s work plan is based on the assumption of the following positions:

1. Recreation Coordinator
2. Community Outreach Coordinator
3. Communications and Marketing Coordinator
4. Communications and Marketing Manager

**Recreation Coordinator** – This position organizes and facilitates all City sponsored community recreational activities and events. Manages relationships with current and prospective instructors and organizations that run programs with the City. Supervises, coordinates and implements all recreation classes and programs. Works with instructors to create the City Recreation Guide. Coordinates the Youth Basketball League, including recruitment, orientation, scheduling and supervision of seasonal Basketball Referees, Gym Supervisors and volunteer coaches. Manages all City facility rentals, including the community rooms, council chambers for HOA meetings, and Mill Creek Sports Park usage. Maintains and posts reservation schedule for City recreational facilities. Manages all Sports Park coordination and billing, including light and door lock schedules for Sports Park facilities. Answer all recreation, park and facility rental calls that are received by the City. Serves as staff liaison to the Park and Recreation Board. Manages relationship with the Everett School District in regards to facility usage for recreational programs. ActiveNet Super User – ActiveNet is the online registration platform used for all classes and facility rentals. The Recreation Coordinator builds each activity in ActiveNet and opens them for registration when the City Recreation Guide is mailed out to residents. All facility rental permits at City Hall North and South are created by the Recreation Coordinator in ActiveNet. Manages and processes enrollments and refunds of community participants in recreational programs offered by the City. Runs reports and metrics using ActiveNet for finance department.

City Manager's Work Plan  
Page 5

**Community Outreach Coordinator** – This position supports the department by fostering community engagement through the business community, non-profit community, community groups and the school district. This coordinator manages sponsorships, volunteer opportunities, Youth Advisory Board, Preschool and event coordination. The Community Outreach Coordinator meets with stakeholders of the above mention groups, builds relationships and manages communication between these parties. As an ActiveNet Super User this position manages facility rentals, registration for classes and other recreation support. This position manages all City owned events including Extravaganza, Memorial Day, Party in the Parks, Veterans Day, Christmas Tree Lighting Ceremony and more. All donations, sponsorships, tabling opportunities are all managed through this position.

**Communications and Marketing Coordinator** – This position plays a supporting role in driving all communication initiatives, community outreach and event planning for the City. The primary responsibilities include drafting all press releases on behalf of the City, launching City website content, social media platform management and creating 16 + pages of editorial content for the City Connection magazine on a quarterly basis. Under that same umbrella is coordination of media relations and supporting our Community Engagement Coordinator with all community outreach in regards to communication with partner organizations, volunteers and sponsors. The Communications and Marketing Coordinator also serves as the Staff Liaison to the City's Arts & Beautification Board. This position works to implement 30 + annual City events; including communication of event logistics, management of sponsors and event set up and take down efforts. The Communications and Marketing Coordinator works closely with the Communications and Marketing Manager. Together these positions strive to utilize all communication tools at our disposal (i.e. press releases, social media, City website, promotional materials) to communicate effectively with Mill Creek residents and stakeholders.

**Communications, Marketing and Recreation Manager** – This position executes the strategic plan outlined by City Council and City Manager. Projects, tasks and duties are assigned to coordinators and managed for timeliness, completion and effectiveness. The Communications, Marketing, and Recreation Manager supports all aspects of the department and makes decisions on process and budget in accordance with the specific project assigned to the department. This position works with the above coordinator positions to identify problem areas in projects and personnel to recommend solutions to leadership. This position manages department's identified budget, staff resources, materials and projects. Oversees record keeping, reporting and analysis. This position directs social media efforts, edits all press releases for AP Style and content, manages media inquiries and provides final oversight to all outgoing communications. This position will not have final budget authority for expenditures within the department.

**Former Director of Communications and Marketing** – The duties and responsibilities previously performed under the Director of Communications and Marketing position to create strategic work plans, identify future communications, originate marketing strategies, recreation projects and programs, make budgetary recommendations, make personnel decisions regarding hiring, termination, disciplinary action and/or promotions

City Manager's Work Plan  
Page 6

of staff will be assumed by the City Manager/Chief of Staff as outlined under the following City Manager/Chief of Staff proposal.

**Chief of Staff**

The principal role of the Chief of Staff is to assist and support the City Manager with a broad range of administrative tasks and functions. The incumbent will analyze the level of efficiency and effectiveness of each operational unit within the City of Mill Creek, and tender recommendations on how organizational functions and operations can be improved and enhanced for the betterment of the City and its residents. The Chief of Staff will also serve as a strategic advisor and partner of the City Manager, the City Council and the management team of the City of Mill Creek.

As a member of the executive team, the Chief of Staff provides high-level organization-wide leadership, direction, and standards for the continuous improvement of city functions. The Chief of Staff serves as a critical thought partner to the City Manager and advises and consults the management team in ensuring that the City of Mill Creek achieves its strategic objectives and annual management goals. The Chief of Staff takes an active role in the integration of City services into the City's overall programmatic strategy and aids all teams in developing tools that measure performance.

The Chief of Staff functions as a strategic partner and is a trusted advisor who can be called on at any moment to provide support to the City Manager. This includes internal and external communications, operational support, and support and interactions with outside boards and commissions and City Council.

In addition, the Chief of Staff will help to expand the management team's overall function. By taking on day-to-day tasks, the Chief of Staff allows the City Manager to focus on larger strategic organizational initiatives.

Finally, the Chief of Staff functions as a relationship builder. The Chief of Staff builds connections across the organization. This cross-functional perspective not only helps garner support for the management team, but also fosters long-term partnerships that are critical to citywide strategic success.

The essential elements contained within the Chief of Staff role shall include:

- Serve as a strategic advisor and counselor to the City Manager and city leaders.
- Advise and consult with the City Manager and executive team regarding issues, events, pertinent changes in internal/external environments, threats, and opportunities.
- Performs analysis and provides strategic consultation on major issues impacting the City.
- Works with the department directors to monitor and analyze data to provide the City Manager and executive team with timely information for operational status and forecasts for decisions, corrections, and opportunities.
- Assist in the development and implementation of goals, objectives and operational priorities and metrics for success for the City in collaboration with the City Manager.



City Manager's Work Plan  
Page 7

- Assume day-to-day responsibility for projects and tasks identified and assigned by the City Manager. Attend meetings and conferences as requested. Create and maintain cross-departmental relationships to facilitate leadership success.
- Gather and analyzes data on existing programs and services, conducts surveys and prepares proposals, including financing and staffing.
- Provide staff support to Council Committees and other City Boards and/or Commissions as directed by the City Manager.
- Investigate and prepare reports on specific requests and complaints pertaining to governmental activities.
- Assist in the coordination of activities of the City Manager's Office, with City Departments and with external agencies and organizations.
- Support City hiring procedures including reviewing position descriptions, screening applicants and participating in the interview process. Strong time management, decision making, and organizational skills to manage multiple projects with competing priorities with deadline pressures.

The Chief of Staff will demonstrate knowledge of:

- Structural and functional organization of the City of Mill Creek
- Budget development, oversight and administration
- Social, financial, political and environmental issues facing the City of Mill Creek
- Applicable federal, state and local laws, codes, ordinances and regulations
- Principles of organizational development
- Regulatory mandates and compliance
- Grants

The Chief of Staff will possess the requisite skills to:

- Plan, organize, administer and coordinate City programs and services
- Prepare and present clear and concise reports, correspondence and other written materials
- Exercise sound, independent judgment within the City of Mill Creek's general policy guidelines
- Problem solve
- Organize and demonstrate effective time management

The Chief of Staff will demonstrate the ability to:

- Communicate effectively, both orally and in writing
- Multitask and function effectively in high-stress situations
- Plan, lead and review the work product of City Staff, at all levels
- Establish and maintain effective professional, working relationships

City Manager's Work Plan  
Page 8

**Executive Assistant to the City Manager**

The City Manager is seeking an experienced Executive Assistant to provide executive and administrative support to the City Manager.

The Executive Assistant will provide a variety of highly responsible, complex and diverse duties by providing administrative, analytic and technical support to the City Manager and the executive team. This position will handle confidential and sensitive information.

The Executive Assistant will be charged with the tasks of establishing systems & processes to promote efficient administrative functions within the executive office of the municipal government including but not limited to the following:

1. Receives visitors and telephone calls for the City Manager; ascertains nature of business and personally handles those requesting routine information, appointments and tasks, directs/delegates assignments to appropriate official/staff.
2. Takes and transcribes dictation of confidential material; composes letters and memoranda for City Manager's review/approval.
3. Attends meetings as requested by the City Manager and prepares notes/minutes when required.
4. Maintains files and records for the City Manager's Office.
5. Coordinates meetings and calendaring for the City Manager.
6. Provides assistance to the City Clerk with the management of public records and processing Public Records Requests

**CITY MANAGER RECOMMENDATION:**

No Action. For discussion purposes only.

**ATTACHMENTS:**

PowerPoint presentation forthcoming.

Respectfully Submitted:



Michael G. Ciaravino  
City Manager



# City Manager's Work Plan

November 12, 2019



# Police Department

- Appropriate to the Police Department budget to protect and preserve revenue from SRO reimbursement.
- Perform additional diligence request from City Council
- Address outstanding Civil Service and recruitment matters
- Consider any developments in Strategic Plan Council may deem relevant to hiring plans.



# Department of Public Works



# Maintenance Worker

- 4.7 FTE (budgeted at 5.0 FTE)
- Upkeep/clean-up:
  - City owned facilities (4)
  - Parks (11)
  - Streets and Surface Water
- Events
- Unplanned: Citizen Requests or emergencies



# Maintenance Worker

Task	Hours	Notes
Coverage for vacation/sick/training	400	Coverage for current maintenance workers
Overgrown vegetation (SR 527 and other)	240	6 weeks per year
Sweeping	416	1 additional day per week (12 months)
Leaf blowing (Fall)	48	4 hours/week (Sept., Oct. and Nov.) -Prior to sweeping
Trail Maintenance (North Creek Trail and others)	104	4 hours/week (6 months)
Parks (restrooms and other)	208	4 hours/week (12 months)
Library Trash pick-up	104	2 hours/week (12 months)
Cleaning/replacing street signs	208	4 hours/week (12 months)
Vandalism	52	1 hour/week (12 months)
Tree removal/beaver activity	24	2 hours/week (Sept., Oct. and Nov.)
Maintenance of facilities	156	3 hour/week (12 months)
Other	40	Non-planned
<b>Total</b>	<b>2000</b>	

Other considerations:

- Maintenance Worker (Veteran) working on Veteran's Day
- Rotations (12 hour days during storm/events events)
- Safety (aerial operations, confined spaces, traffic control)





# Surface Water Engineer

- Regulatory requirements
- Field Work
- Maintenance of City Infrastructure
- Project Delivery
- Funding Opportunities
- GIS Support
- Customer Service
- Professional Associations



# Communications and Marketing



# Recreation Coordinator

Organizes and facilitates all City sponsored community recreational activities and events:

- Manages relationships with current and prospective instructors and organizations that run programs with the City.
- Works with instructors to create the City Recreation Guide.
- Coordinates the Youth Basketball League.
- Manages all City facility rentals.
- Manages all Sports Park coordination and billing, including light and door lock schedules for Sports Park facilities.
- Answer all recreation, park and facility rental calls that are received by the City.
- Serves as staff liaison to the Park and Recreation Board.
- Manages relationship with the Everett School District.
- ActiveNet Super User.



# Community Outreach Coordinator

This position supports the department by fostering community engagement with the business community, non-profit community, community groups and the school district.

- Manages sponsorships, volunteer opportunities, Youth Advisory Board and Preschool.
- The Community Outreach Coordinator meets with stakeholders of the above mention groups, builds relationships and manages communication between these parties.
- Manages all City owned events including Eggstravaganza, Memorial Day, Party in the Parks, Veterans Day, Christmas Tree Lighting Ceremony and more.
- ActiveNet Super User and Recreation Coordinator support.



# Communications and Marketing Coordinator

This position plays a supporting role in driving all communication initiatives, community outreach and event planning for the City.

- Draft press releases on behalf of the City
- Launch City website content
- City social media platform management
- Draft 16 + pages of editorial content for the City Connection magazine on a quarterly basis
- Coordination of media relations
- Supports our Community Engagement Coordinator with community outreach
- Staff Liaison to the City's Arts & Beautification Board
- Supports implementation of 30 + annual City events
- Works closely with Communications and Marketing Manager.



# Communications and Marketing Manager

This position executes the strategic plan outlined by City Council and City Manager.

- Ensures projects, tasks and duties are assigned to coordinators
- Supports all aspects and makes decisions on process and budget in accordance with the specific project assigned to the department
- Works with the coordinator positions to identify problem areas in projects and personnel
- Manages department's identified budget, staff resources, materials and projects
- Oversees record keeping, reporting and analysis
- Under direction from City Manager and Chief of Staff, manages social media efforts, edits all press releases, manages media inquiries and provides final oversight to all outgoing communications



# Former Director of Communications and Marketing

City Manager and Chief of Staff to assume the duties and responsibilities previously performed by the *Director of Communications and Marketing* as follows:

- Create strategic work plan
- Identify future projects
- Originate marketing strategies
- Provide direction on recreation projects and programs
- Make budgetary recommendations
- Make personnel decisions regarding hiring, termination, disciplinary actions and/or promotions





# Executive Office



# City Manager

- Chief Executive
- Strategic Advisor to the Council
- Develop strategic initiatives to ensure City Council's vision is effectively communicated and executed
- Nurture relationships with residents, regional partners, stakeholders, neighboring governments
- Seek economic development opportunities
- Increase Community Outreach
- Identify new services, programs, and sources of funding for our community



# Chief of Staff

- Strategic Adviser to the City Manager
- Compliance
- Staff Development and Training
- Diversity and Inclusion Implementation and Training
- Organizational & System Development
- Facilitator



## Executive Assistant to the City Manager & Chief of Staff

- Experienced Executive Assistant to provide executive and administrative support to the City Manager, Chief of Staff, and other teams when needed.
- Executive Assistant to establish systems & processes to promote efficient administrative functions within the executive office of the municipal government





Date: November 12, 2019

A/P Check Batches		
Dated	Check Numbers	Amount
10/25/2019	ACH Debit-DOR-Sales Tax-Sep	\$1,973.84
10/31/2019	61085-61155	\$304,884.34
10/31/2019	ACH Debit-DOR Leasehold Tax-Q3	\$3,724.46
<b>Total</b>		<b>\$310,582.64</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 61085 through 61155, and ACH in the amount of \$310,582.64.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Interim Finance Director

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc

Business Licensing and Taxes

<< My DOR Services

Sep-30-2019

Welcome, Silvea Gobrael Settings Help Log Out

Home Return Payment for \$1,973.84 Sep-30-2019

Return Due: 10/25/2019

Period

CITY OF MILL CREEK  
600-598-011

Excise Tax  
600-598-011

Sep-30-2019

Balance: \$0.00

Period Alerts

✓ There are no alerts

I Want To

- Make a Tax Payment
- File, Amend or Print Return
- Request a penalty waiver

Summary

Return Tax	\$2,004.25
Payment	(\$1,973.84)
Return Credit	(\$30.41)
Balance	\$0.00

Period Activity

Oct-25-2019	Payment posted	Payment for \$1,973.84
Oct-17-2019	Processed	Combined Excise Tax Return

Contact us

View Support ID



powered by  
SecureAccess  
Washington™

Access other State Agencies

Your Privacy | Access Agreement

© 2019 Washington State Department of Revenue  
and its licensors  
All rights reserved.

Working together to fund Washington's future

<b>Combined Excise Tax Return for September 2019 Receipts (posted in October 2019)</b>						
600-598-011						
City of Mill Creek						
<b>State Business and Occupation Section</b>						
Line Code	Tax Classific	Gross Amount	Total Deduction	Taxable Amount	Rate	Tax Due
0004	Service & Oth	83,430.45		83,430.45	0.015000	1,251.46
0002	Retailing	6,456.11	6,456.11	-	0.004710	-
		<b>89,886.56</b>	<b>6,456.11</b>	<b>83,430.45</b>		<b>1,251.46</b>
<b>State Sales and Use Section</b>						
0001	Retail Sales	6,456.11		6,456.11	0.065000	419.65
<b>Local Sales Section</b>						
0045	3119 Mill Creek			6,456.11	0.040000	258.24
<b>State Use Tax Section</b>						
	State Use Tax	423.71		423.71	0.065000	27.54
<b>Local Use Tax Section</b>						
0045	3119 Mill Creek			423.71	0.040000	16.95
<b>TOTAL Sales Tax</b>						<b>677.89</b>
<b>TOTAL Use Tax</b>						<b>44.49</b>
<b>Summary Section</b>						
State Business & Occupation Tax Total						1,251.46
State Sales and Use Tax Total						447.19
Local and regional Tax Total						275.19
<b>TOTAL AMOUNT OWED:</b>						<b>1,973.84</b>

<b>For recurring month end journal entry:</b>			
		DEBIT	CREDIT
001-014-518-90-49-53	Retail B&O tax	-	GF retail B&O
001-014-518-90-49-53	Service & other B&O	-	
001-014-589-30-00-00	Sales Tax	677.89	GF Retail ST
001-000-229-00-04-00	Use Tax	44.49	Use tax on purchases
001-000-111-10-00-00	cash		722.38 GF Retail & Use total tax
401-401-531-38-49-51	SW Service & Other B&O	225.97	surface water b&o
401-000-111-10-00-00	cash		225.97 sw total tax
001-019-571-10-49-53	Retail B&O tax	-	P&R Retail B&O
001-019-571-10-49-53	Service & other B&O	1,025.49	P&R Service and Other b&o
001-019-589-30-00-00	sales tax	-	P&R ST
001-000-111-10-00-00	cash		1,025.49 P&R total tax
		<b>1,973.84</b>	<b>1,973.84</b>

\*\* check ACH for rounding error & penalties/interest

Prepared By Silvea Gobraiel  
 Approved By Tara Dunford  
 Date 10/14/2019

Business Licensing and Taxes

<< My DOR Services

Sep-30-2019

Welcome, Silvea Gobrael Settings Help Log Out

Home Return Payment for \$3,724.46 Sep-30-2019

Period

CITY OF MILL CREEK  
503-000-685

Leasehold  
503-000-685

Sep-30-2019

Balance: \$0.00

Period Alerts

✓ There are no alerts

I Want To

- Make a Tax Payment
- File, Amend or Print Return
- Request a penalty waiver

Summary

Return Tax	\$3,724.46
Payment	(\$3,724.46)
Balance	\$0.00

Period Activity

Oct-31-2019	Payment posted	Payment for \$3,724.46
Oct-17-2019	Processed	Leasehold Tax Return

Contact us

View Support ID



powered by  
SecureAccess  
Washington™

Access other State Agencies

Your Privacy | Access Agreement

© 2019 Washington State Department of Revenue  
and its licensors.  
All rights reserved.

Working together to fund Washington's future

**Leasehold Excise Tax Return**  
 For the months of:  
 On only base rent

**3RD QTR 2019**  
**JULY, AUGUST, SEPTEMBER**

Account Number	Tax Area Code	Location Code	Taxable Rent Paid	Tax Due at 12.84%	Regular Lease Name
0007486	520	3119	1,493.16	191.72	Nancy Bennett Consulting
0007490	520	3119	19,617.30	2,518.86	Huntron Inc
0010800	520	3119	2,819.94	362.08	Innovative Millwork Solutions
0010801	520	3119	-	-	True Sample Holdings
0010899	520	3119	3,614.13	464.05	Appraisals Northwest Inc.
0010909	520	3119	1,462.11	187.73	Pro Player Supply
0010923	520	3119	-	-	Granite Construction
Total rent collected			29,006.64	Rounding	
			\$ 3,724.45	3724.45	
			\$ 0.01		
			\$ 3,724.46		



Transaction Detail



**Transaction Details**

Date: 11/01/2019  
Account Number: 000060104700  
Bank ID: 125000024  
Transaction: Preauthorized ACH Debit (455)  
Currency: USD  
Amount: 3,724.46  
Credit/Debit: DEBIT  
Customer Ref #: 000000000000  
Bank Reference: 902504009201415  
Value Date:  
-----  
Immediate Avail: 0.00  
1 Day Float: 0.00  
2 Day Float: 0.00  
Text: WA DEPT REVENUE DES:TAX PYMT ID:3572169  
INDN:CITY OF MILL CREEK CO ID:9916001118 CCD

**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 11/7/2019 10:42 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61085	ALDWTR	Alderwood Water District	10/31/2019		
	00320003-01	Seattle Hill Rd I/R 07/24 - 09/19			86.32
	01100176-01	Median 4 & 5 I/R 07/23 - 09/19			88.83
	01300169-01	1901 Mill Fern Dr SE I/R Median #2 07/23 - 09/19			258.87
	01550006-01	16011 28th Dr SE I/R 07/24 - 09/19			88.83
	02170002-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	02460002-01	155 Village Grn Dr I/R 07/24 - 09/19			663.22
	02470001-01	155 Vlg Grn Dr/Heron Pk 07/24 - 09/19			381.58
	03050003-01	15933 29th Dr SE I/R 07/24 - 09/19			118.95
	03095000-01	16220 27th Dr SE I/R 07/24 - 09/19			71.26
	03805002-01	16217 27th Dr SE I/R 07/24 - 09/19			88.83
	03865000-01	16205 25th Dr SE I/R 07/24 - 09/19			72.02
	04900159-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	05400166-01	Median Number 6 I/R 07/23 - 09/19			137.14
	05590004-02	15720 Mill Creek Blvd D/C 07/23 - 09/19			14.90
	05600177-03	15720 Main Street 07/23 - 09/19			541.65
	05700181-01	15728 Main Street I/R 07/23 - 09/19			493.68
	05702001-01	15728 Main Street D/C 07/23 - 09/19			14.90
	05705005-01	15728 Main Street 07/23 - 09/19			407.33
	06900173-02	1300 156th Pl SE I/R 07/23 - 09/19			78.10
	07850004-01	16101 Highland Blvd/Restr 07/24 - 09/19			193.22
	07855001-01	16101 28th Dr SE I/R 07/24 - 09/19			871.84
	07895001-01	16021 28th Dr SE I/R 07/24 - 09/19			83.81
	07900155-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	08000152-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	08300050-01	3310 157th Pl SE I/R 07/24 - 09/19			1,360.93
	08800024-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	08900020-01	Seattle Hill Rd I/R 07/24 - 09/19			71.26
	09000017-01	Seattle Hill Rd I/R 07/23 - 09/19			71.26
	09080000-01	14600 Mill Creek Blvd I/R 07/23 - 09/19			68.98
	09100016-01	Seattle Hill Rd I/R 07/23 - 09/19			71.26
	13233000-01	15200 Mill Creek Blvd I/R 07/23 - 09/19			31.72
	25703000-01	14725 32nd Dr SE I/R 07/24 - 09/19			380.05
	26070000-01	15803 32nd Ave SE 07/24 - 09/19			193.22
	26467000-01	1900 164th St SE 07/24 - 09/19			71.26
	26468000-01	1900 164th St SE I/R 07/24 - 09/19			203.93
	33245000-01	14725 32nd Dr SE 07/24 - 09/19			193.22
	34993000-01	15720 Main St I/R 07/23 - 09/19			138.40
			Total for Check Number 61085:	0.00	7,967.07
61086	AMAZON	Amazon Capital Services	10/31/2019		
	177K-GJ7Q-DQ93	40 Pcs - Retractable Badge Reel Badge Holder R			15.46
	1FDQ-KR91-HYFQ	OtterBox Cell Phone Case - N Beagle			45.10
	1FGC-PTDK-6KWW	First Aid Kits - Youth Basketball			61.77
	1FGC-PTDK-6KWW	Disposable Ice Packs - Youth Basketball			81.73
	1FGC-PTDK-6KWW	First Aid Kits - Preschool Pals			24.28
	1XFD-QDGD-WNPL	100 Pcs Key Rings - Key Card Supplies			7.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 61086:	0.00	236.06
61087	AWC1 77930	Association of WA Cities Cities On Tap 2019 - M Todd	10/31/2019		25.00
			Total for Check Number 61087:	0.00	25.00
61088	BANKCARE	Bank of America	10/31/2019		
	1	Dry Cleaning Services - 6 Community Event Tat			331.50
	10	Photos for NNO Report			2.24
	11	Facebook Ad - Farmer's Market Event 08/13 - 08			28.14
	12	Defensive Tactics for Female Officer Class- L Pi			229.00
	13	My Building Permit.com Monthly Fee			59.95
	14	Constant Contact Toolkit - Monthly Fee			104.89
	2	Use Tax - 2 - Paracord Bulk Bags			-15.32
	2A	2 - Paracord Bulk Bags			161.27
	3	Tyvek Suit - T Marks			14.90
	4	NACA Membership - L Pigott			50.00
	5	40 - Red & Blue Plastic Bags (50 PC) - Veteran's			183.43
	6	Use Tax - AWS Turner Biothane Rifle Sling			-8.49
	6A	AWS Turner Biothane Rifle Sling			89.34
	7	Vault Tactical Rifle Case			175.99
	8	Supplies - NNO Project			20.70
	9	Photos for NNO Report			5.46
			Total for Check Number 61088:	0.00	1,433.00
61089	BANKCR16	Bank of America	10/31/2019		
	1	MC Rotary Mtg - T Rogers 09/11			17.00
	10	Marking Paint For Sidewalk Surveys			112.02
	11	APA Conference Registration - C Schmidt - 10/1			305.00
	2	Permit Tech Training - K Mason-Hatt 09/30 - 10.			210.00
	3	Marking Paint For Sidewalk Surveys			77.88
	4	Mc Rotary Meeting - T Rogers 09/25			17.00
	5	APA Conference Registration - S Ringstad 10/16			305.00
	6	Parking - Transit Station Planning - T Rogers 09.			7.00
	7	Coffee For MC Blvd Workshop 09/30			5.95
	7A	Coffee For MC Blvd Workshop 09/30			13.88
	8	Pizza For MC Blvd Workshop 10/02			5.10
	8A	Pizza For MC Blvd Workshop 10/02			11.91
	9	Lodging - Permit Tech Conference - K Mason-H			0.04
	9A	Lodging - Permit Tech Conference - K Mason-H			467.00
			Total for Check Number 61089:	0.00	1,554.78
61090	BENEAD 1910514	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan - Oct	10/31/2019		136.00
			Total for Check Number 61090:	0.00	136.00
61091	Beyond 4	Beyond the Benchmark Leadership/Executive Coaching/Training - PW 1	10/31/2019		600.00
			Total for Check Number 61091:	0.00	600.00
61092	BCS 201905MC	Bridge Coordination Services DV Services - Sept	10/31/2019		2,535.69
			Total for Check Number 61092:	0.00	2,535.69
61093	BANKCR20	Business Card	10/31/2019		

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	1	String Trimmer Heads			91.70
	10	White Vinegar - MCSP			13.47
	2	Tumbler Lock - PD, Folding Ear Muff - J Wright			26.59
	3	Outlet Box - CHS			21.79
	4	Sawzall - PW Shop			16.00
	5	Report of Sale - DOL - GMC Sonoma			15.50
	6	Repairs to PD Kennel - CHS			80.02
	7	Hardware - PD Speaker/Radio Move			106.82
	8	Box Covers - PD Radio/Speaker Project			12.28
	9	Parking Lot Light Pole Access Cover - CHN			14.41
			Total for Check Number 61093:	0.00	398.58
61094	BANKCR23	Business Card	10/31/2019		
	1	Bell Automotive Seat Covers			33.14
	2	Tarp for Latent Print Processing			32.02
			Total for Check Number 61094:	0.00	65.16
61095	BANKCR26	Business Card	10/31/2019		
	1	WAPRO Membership Renewal - G Pfister			25.00
	2	SCT Annual Assembly - M Todd 09/25			13.00
	3	Lodging - WMCA Conference - G Pfister 09/18			298.56
			Total for Check Number 61095:	0.00	336.56
61096	BANKCR27	Business Card	10/31/2019		
	1	Multiflex Lens Covers - Sniper Rifle			23.08
	2	IACP Registration - S Eastman 10/26 - 10/29			425.00
	3	Lodging - LEIRA Conf - I. Heath 09/23 - 09/26			318.75
	4	Lodging - LEIRA Conf - J Lee 09/24 - 09/26			385.29
			Total for Check Number 61096:	0.00	1,152.12
61097	CAPFLEET CAPQ54680	Cap Fleet Upfitters Utility Driver's Seat Cover - PD	10/31/2019		
					211.14
			Total for Check Number 61097:	0.00	211.14
61098	CARLSONJ 7258	Jessica Carlson Adventures in Art - Fall 1 09/13 - 10/04 #7258	10/31/2019		
					302.40
			Total for Check Number 61098:	0.00	302.40
61099	CINTAS 4033405415 4033405415A	Cintas Corporation Loc. #460 Floor Mat Service 10/25 Floor Mat Service 10/25	10/31/2019		
					51.59
					112.83
			Total for Check Number 61099:	0.00	164.42
61100	CITYEVE 119003629 119003637	City of Everett Dangerous Dog Brought to Shelter - Sept - Case Animals Brought to Shelter - Sept	10/31/2019		
					320.00
					1,170.00
			Total for Check Number 61100:	0.00	1,490.00
61101	COMCAST 849831021045701	Comcast High Speed Internet Fee 10/18 - 11/17	10/31/2019		
					191.42
			Total for Check Number 61101:	0.00	191.42
61102	COPIETC	Copiers Etcetera, Inc.	10/31/2019		

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	AR44234	Repairs & Maint. - Copy Machines			1,154.73
			Total for Check Number 61102:	0.00	1,154.73
61103	DAYWIRE 493624	Day Wireless Systems (03) Troubleshoot Moving/Relocating Audio Speaker	10/31/2019		226.33
			Total for Check Number 61103:	0.00	226.33
61104	EDUCALAW 07252500	Education & Employment Law Deskbook Encyclopedia of Public Employment I	10/31/2019		254.95
			Total for Check Number 61104:	0.00	254.95
61105	EVERMARK 55220	Ever-Mark, LLC 4 - 12" "Mill Creek Citizen Patrol" Vehicle Magr	10/31/2019		241.08
			Total for Check Number 61105:	0.00	241.08
61106	FBILEEDA 200034769	FBI-LEEDA ELI - Marysville - S Conner 03/2020	10/31/2019		695.00
			Total for Check Number 61106:	0.00	695.00
61107	FCICUSPV 16580	FCI Custom Police Vehicles 2019 F150 - Car #47	10/31/2019		822.20
			Total for Check Number 61107:	0.00	822.20
61108	FREESEL 1-2019	Lois Freese Conflict Public Defender - 8Z0655062	10/31/2019		300.00
			Total for Check Number 61108:	0.00	300.00
61109	GTENORTH 415745697408189 425316032611080	Frontier CC Line, Fax, Prop Rm 08/19-09/18 Alarm System Line Chgs - Cook House 09/16 -	10/31/2019		174.87 65.05
			Total for Check Number 61109:	0.00	239.92
61110	GRYOSBRN 2 20	Gray & Osborne Inc Prof Svcs - 2020 Grade C Stormwater Pipe Repa Prof Svcs - 35th Ave SE Recon 09/15 - 10/12	10/31/2019		3,359.72 371.26
			Total for Check Number 61110:	0.00	3,730.98
61111	HUIK 7270 7271 7274	Kelly Hui Ballet: Creative 10:30AM - 09/28 - 10/26 #7270 Ballet: Creative 11:15AM - 09/28 - 10/26 #7271 Ballet: Beginning 12:00PM - 09/28 - 10/26 #727	10/31/2019		294.00 210.00 455.00
			Total for Check Number 61111:	0.00	959.00
61112	INTOXMET 635881	Intoximeters Inc 2 Alco - Sensor FST	10/31/2019		997.26
			Total for Check Number 61112:	0.00	997.26
61113	LEGENDID 127518	Legend ID 50 - Security Card Key Fobs, 100 - Security Key	10/31/2019		509.77
			Total for Check Number 61113:	0.00	509.77

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61114	LIGHTENW 85983	LithtexNW Business Card Imprints - S. Smith, S White, Citi:	10/31/2019		93.93
				Total for Check Number 61114:	93.93
61115	LynnMoto 321372	Lynnwood Motoplex Replaced Battery - 2017 BMW Motorcycle	10/31/2019		189.16
				Total for Check Number 61115:	189.16
61116	MAYBERM 7294 7296 7298	Mitch Mayberry Tiny Tiger Martial Arts 09/06 - 10/25 #7294 Tiger Martial Arts: Beginner 09/06 - 10/25 #7296 Tiger Martial Arts: Colored 09/06 - 10/25 #7298	10/31/2019		731.50 598.50 266.00
				Total for Check Number 61116:	1,596.00
61117	McClure 6	McClure and Sons, Inc. Prof Svcs - Exploration Park 09/01 - 09/25	10/31/2019		204,043.33
				Total for Check Number 61117:	204,043.33
61118	NELSONM 7249 7250	Melissa Nelson Music for Preschool - 9:30AM 09/13 - 10/11 #7249 Music for Preschool - 10:30AM 09/13 - 10/11 #7250	10/31/2019		664.30 682.50
				Total for Check Number 61118:	1,346.80
61119	KIDZLOVS 7276 7277 7278 7280 7282 7284 7285 7286 7288 7289 7291 7292	North American Youth Activities, LLC KLS Soccer: Mommy & Me Tues 9:30AM 09/10 - 10/15 #7276 KLS Soccer: Mommy & Me Sat 8:30AM 09/14 - 10/19 #7277 KLS Soccer: Mommy & Me Sat 9:05AM 09/14 - 10/19 #7278 KLS Soccer: Tot-Soccer Tue 10:05AM 09/14 - 10/19 #7280 KLS Soccer: Tot-Soccer Sat 9:40AM 09/14 - 10/19 #7282 KLS Soccer: Pre-Soccer Tue 10:40AM 09/10 - 10/19 #7284 KLS Soccer: Pre-Soccer Tue 4:15PM 09/10 - 10/19 #7285 KLS Soccer: Pre-Soccer Sat 10:15AM 09/14 - 10/19 #7286 KLS Soccer: 1 Tues 4:55PM - 09/10 - 10/15 #7288 KLS Soccer: 1 Sat 10:55AM - 09/14 - 10/19 #7289 KLS Soccer: Soccer 2 Tue 5:45PM 09/10 - 10/19 #7291 KLS Soccer: Soccer 2 Sat 11:45AM 09/14 - 10/19 #7292	10/31/2019		105.00 196.00 742.00 343.00 539.00 343.00 392.00 686.00 686.00 931.00 637.00 661.50
				Total for Check Number 61119:	6,261.50
61120	OMWATT 829469 829472 829473	Ogden Murphy Wallace Attorneys Prof Legal Services - Huntron Lease - Sept Prof Legal Services - Police - Sept Prof Legal Services - City Clerk - Sept	10/31/2019		435.50 2,311.50 592.50
				Total for Check Number 61120:	3,339.50
61121	PACFIRSE 69308 69310	Pacific Fire and Security, Inc. 2 - 12V 8amp/hr Batteries - Fire Alarm Fire Door Power Supply - CHS	10/31/2019		143.65 436.48
				Total for Check Number 61121:	580.13
61122	PAKOR 0512988	Pakor Inc 2 Cases - Passport Film	10/31/2019		564.40
				Total for Check Number 61122:	564.40

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61123	PAWS Sept 2019	PAWS Animals Brought To Shelter - Sept	10/31/2019		1,309.00
				Total for Check Number 61123:	0.00 1,309.00
61124	PAWSAFT 7245 7246	Paws Afoot Dog Obed - Puppy ABC's - 09/16 - 10/21 #7245 Dog Obed - Basic Training for Dogs - 09/16 - 10	10/31/2019		308.00 231.00
				Total for Check Number 61124:	0.00 539.00
61125	Peckman 1E	Peckham & McKenney Background Investigation - J Howe - Interim HR	10/31/2019		284.66
				Total for Check Number 61125:	0.00 284.66
61126	ELLITIRE 064462009673 064462010023 064462010030 064462010234	PepBoys-Remittance Dept Engine Diagnostic, Replace Ignition Coil - Car # 4 Tires, Wheel Alignment/Balance - Car #42 Tires, Wheel Balance, TPMS Service Kit - Car # LOF, Front Brakes, Brake Pads RF CV Axle - C:	10/31/2019		315.26 800.43 187.75 831.76
				Total for Check Number 61126:	0.00 2,135.20
61127	PERTEET 20160281.004-4	Perteet Inc Prof Svcs - Creekside West Drainage Review 09	10/31/2019		302.50
				Total for Check Number 61127:	0.00 302.50
61128	PILCKREN 88879 89547 89547A	Pilchuck Rentals and Equipment Sales Piano Dolly Rental - Pianos on Main Street - Ret Rental Air Compressor - Irrigation - Winterize Rental Air Compressor - Irrigation - Winterize	10/31/2019		30.69 249.20 249.20
				Total for Check Number 61128:	0.00 529.09
61129	PLAYWELL 7242	Play-Well TEKnologies Haunted House Workshop Using LEGO - 10/26	10/31/2019		189.00
				Total for Check Number 61129:	0.00 189.00
61130	SNOCPUD 105208926 108514441 108515935 111822620 128354671 128360731 134967588 134972422 138181359 138182985 141486289 148109844 148110792 151415713 154661663 154665378 154665703 157862542 157862544	PUD No. 1 of Snohomish County 2720 Seattle Hill Rd 09/08 - 10/08 2725 Seattle Hill Rd 09/08 - 10/08 13901 North Pointe Cir Irrig - 09/14 - 10/11 3401 148th St SE 09/20 - 10/18 15720 Main St 09/17 - 10/15 1700 Mill Creek Rd 09/22 - 10/21 1900 164th St SE 09/07 - 10/08 13903 N Creek Dr 09/15 - 10/15 15720 Main St Unit B 09/17 - 10/15 928 Dumas Rd 09/15 - 10/15 4842 SAC 09/12 - 10/10 902 164th St SE 09/10 - 10/08 2024 Seattle Hill Rd 09/08 - 10/08 15803 32nd Ave SE 09/10 - 10/08 15429 1/2 Bothell Everett Hwy 09/12 - 10/10 13628 N Creek Dr 09/15 - 10/15 13510 N Creek Dr 09/17 - 10/15 14810 35th Ave SE 09/08 - 10/07 15429 Bothell Everett Hwy 09/12 - 10/10	10/31/2019		16.74 16.74 15.12 21.67 1,319.72 79.80 30.10 561.10 321.71 117.51 69.49 32.43 36.96 21.94 17.07 46.96 45.17 57.20 21.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 61130:	0.00	2,849.37
61131	PUGETSO 200004765331	Puget Sound Energy 15720 Main St 09/18 - 10/18	10/31/2019		134.87
			Total for Check Number 61131:	0.00	134.87
61132	PITNEYW 800090000046343	Purchase Power Postage - Refill Postage Meter	10/31/2019		3,025.00
			Total for Check Number 61132:	0.00	3,025.00
61133	SANDAACLN Sept 2019 Sept 2019A	Sanda Cleaners Uniform Dry Cleaning - G Elwin, S Eastman Uniform Dry Cleaning - S Conner, J Mack	10/31/2019		229.78 209.68
			Total for Check Number 61133:	0.00	439.46
61134	AMRINEC ReimbSchmidt	Christi Schmidt 2 Days Parking - APA State Conf - Tacoma - C S	10/31/2019		24.00
			Total for Check Number 61134:	0.00	24.00
61135	SHREDIT 8128347300	Shred-It USA Inc Shredding Service Fee	10/31/2019		83.25
			Total for Check Number 61135:	0.00	83.25
61136	SIPDIPND 7263 7264	Sip Dip-n-Doodle LLC Canvas Painting: Boo! 10/12 #7263 Canvas Painting: Pumpkin Still Life 10/12 #7264	10/31/2019		17.50 35.00
			Total for Check Number 61136:	0.00	52.50
61137	SNOCOUNT I000511768	Atten: Facilities M/S 404 Snohomish County Pre-Inspection - Rescue 3	10/31/2019		325.26
			Total for Check Number 61137:	0.00	325.26
61138	SNOCOC 2019-5408	Snohomish County Corrections Jail Service Fees - July	10/31/2019		9,073.35
			Total for Check Number 61138:	0.00	9,073.35
61139	SNDPUBIN EDH876358	Sound Publishing Inc Legal Ad - TIP Public Hearing	10/31/2019		45.25
			Total for Check Number 61139:	0.00	45.25
61140	BRATWR 201908SU173 201908SU174	Sound Uniform Solutions Winter Jumpsuit W/Name Tag - L Pigott All Season - Jumpsuit W/Name Tag - L Pigott	10/31/2019		527.09 563.00
			Total for Check Number 61140:	0.00	1,090.09
61141	SDISTCRT I000511361 I000511361A	South District Court Interpreter Costs - Sept Filing Fees SD Court - Sept	10/31/2019		970.23 7,255.00
			Total for Check Number 61141:	0.00	8,225.23
61142	STATEAUD	State Auditor's Office	10/31/2019		



# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	L132987	Statutory Audit Services 2017-2018			5,605.60
			Total for Check Number 61142:	0.00	5,605.60
61143	HERALD DH-22740766	The Daily Herald 2020 Annual Newspaper Subscription	10/31/2019		186.00
			Total for Check Number 61143:	0.00	186.00
61144	THEMAIDS 00188046	The Maids and Chinook Services Refund Home Occupation Fee - Outside City of	10/31/2019		50.00
			Total for Check Number 61144:	0.00	50.00
61145	ULINE 113353487	Uline Evidence Room Supplies	10/31/2019		972.10
			Total for Check Number 61145:	0.00	972.10
61146	USIC 350005 350005A	USIC Locating Services, LLC 75 NC Locates/65 Ticket 09/01 - 09/30 74 NC Locates/64 Ticket 09/01 - 09/30	10/31/2019		1,560.26 1,560.25
			Total for Check Number 61146:	0.00	3,120.51
61147	VALWHIT 7303 7304	Val Whiting Hoop Academy Val Whiting Basketball: 8-11 Yrs (Girls) 09/14 - Val Whiting Basketball: 8-11 Yrs (Boys) 09/14 -	10/31/2019		1,064.70 891.59
			Total for Check Number 61147:	0.00	1,956.29
61148	VANHOLLT 7266	Tenille Van Hollebeke Cupcake Class: Dia de Los Muertos Cake 10/19	10/31/2019		87.50
			Total for Check Number 61148:	0.00	87.50
61149	VERIZON 9840506374 9840643273	Verizon Wireless Access & Usage Chgs - Public Safety 09/21 - 10 Access & Usage Chgs - Public Safety 09/23 - 10	10/31/2019		1,469.36 703.72
			Total for Check Number 61149:	0.00	2,173.08
61150	WWGRAIN 9311037650 9311037668 9311773650 9314738387 9324039461 9324652933 9328541983	W.W. Grainger, Inc. 4 Rubber Entrance Mats 3'x5', 1 Rubber Entranc 4 - Rubber Entrance Mats - CHS 2 - Carpeted Entrance Mats - CHS 2 Faucets - Heron Park 4 - Boxes Sanitizer Wipes Germicidal Disinfectant Spray 4 Sand Bags, 2 Snow Shovels, 1 Snow Pusher	10/31/2019		668.87 600.72 138.35 317.32 90.86 93.02 171.30
			Total for Check Number 61150:	0.00	2,080.44
61151	WAALARM 467862 467862A 467862B 467862C 467862D 467862E	Washington Alarm 3rd Qtr 2019 Monitoring Fees - CHS 3rd Qtr 2019 Monitoring Fees - Cook House 3rd Qtr 2019 Monitoring Fees - CHN 3rd Qtr 2019 Monitoring Fees - Police Storage 3rd Qtr 2019 Monitoring Fees - MCSP 3rd Qtr 2019 Monitoring Fees - Cook House PD	10/31/2019		179.01 82.88 285.08 132.60 66.30 125.97
			Total for Check Number 61151:	0.00	871.84

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61152	OMWBE 30313604	Office of Minority and Women's Business E OMWBE - Political Subdivision Fee 07/01/19 - 1	10/31/2019		100.00
				Total for Check Number 61152:	0.00      100.00
61153	YCTS J36040	Yakima County Technology Services Yakima County Hosting & Internet 07/01 - 09/30	10/31/2019		423.75
				Total for Check Number 61153:	0.00      423.75
61154	ZAC&THOM 19-MCR0009	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - Oct	10/31/2019		9,500.00
				Total for Check Number 61154:	0.00      9,500.00
61155	ZUMAR 30311	Zumar Industries, Inc. 2 - Street Signs - 159th Pl SE	10/31/2019		155.78
				Total for Check Number 61155:	0.00      155.78
				Total for 10/31/2019:	0.00      304,884.34
				Report Total (71 checks):	0.00      304,884.34



Date: November 12, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
10/25/2019	ACH Automatic Deposit Checks	\$158,052.84
10/25/2019	ACH Wire- FWT & Medicare Taxes	\$28,032.54
10/25/2019	ACH Wire MEBT – Wilmington Trust	\$28,869.80
10/25/2019	ACH Wire – BAC – Flex Savings Acct	\$1,332.15
10/25/2019	ACH Wire – ICMA RC – Def. Comp	\$1,606.11
<b>Total</b>		<b>\$217,893.44</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$217,893.44.

We recommend approval of the above stated amount with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_ *Xana Dupond* Finance Director

\_\_\_\_\_ City Manager

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2019\Payroll Voucher Approval 10.25.19.docx  
11/6/2019

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West      Status:Cycle Complete  
 Week#:43      Pay Date:10/25/2019      P/E Date:10/15/2019  
 Qtr/Year:4/2019      Run Time/Date:14:01:45 PM EDT 10/23/2019

<b>Taxes Debited</b>	Federal Income Tax	20,999.68			
	Earned Income Credit Advances	0.00			
	Social Security - EE	0.00			
	Social Security - ER	0.00			
	Social Security Adj - EE	0.00			
	Medicare - EE	3,229.23			
	Medicare - ER	3,229.27			
	Medicare Adj - EE	0.00			
	Medicare Surtax - EE	0.00			
	Medicare Surtax Adj - EE	0.00			
	COBRA Premium Assistance Payments	0.00			
	Federal Unemployment Tax	0.00			
	State Income Tax	0.00			
	Non Resident State Income Tax	0.00			
	State Unemployment Insurance - EE	0.00			
	State Unemployment Insurance Adj - EE	0.00			
	State Disability Insurance - EE	0.00			
	State Disability Insurance Adj - EE	0.00			
	State Unemployment/Disability Ins - ER	0.00			
	State Family Leave Insurance - EE	191.43			
	State Family Leave Insurance - ER	0.00			
	State Medical Leave Insurance - EE	172.25			
	State Medical Leave Insurance - ER	210.68			
	Transit Tax - EE	0.00			
	Workers' Benefit Fund Assessment - EE	0.00			
	Workers' Benefit Fund Assessment - ER	0.00			
	Local Income Tax	0.00			
	School District Tax	0.00			
		<b>Total Taxes Debited</b>	<b>28,032.54</b>		
	<b>Other Transfers</b>	Full Service Direct Deposit Acct. No.†	158,052.84		
	<b>Total Amount Debited From Your Account</b>		<b>186,085.38</b>	<b>Total Liability 186,085.38</b>	
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		<b>186,085.38</b>	
	Adjustments/Prepay/Voids	0.00		<b>186,085.38</b>	
<b>Taxes- Your Responsibility</b>	None this payroll			<b>186,085.38</b>	

**Outgoing Payments Report**

**Company:** City of Mill Creek  
**Requester:** Gobrael, Silvea  
**Run Date:** 10/25/2019 4:07:35 PM CDT



**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

**Status:** Confirmed By Bank  
**Transaction Number:**

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

**Debit Account Information**

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

**Beneficiary Details**

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

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

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 28,869.80

**Value Date:** 10/25/2019

**Optional Information**

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

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** lotleo  
**Approved:** saobraiel  
**Initial Confirmation:**  
**Confirmation #:**

**Input Time:** 10/25/2019 2:44:51 PM CDT  
**Time:** 10/25/2019 4:03:51 PM CDT

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 10/25/2019  
Report Time: 04:01:27 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	10/28/2019
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Released	Created By:	LOTLEO
Released By:	SGOBRAIEL		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,332.15	C			C	

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$1,332.15	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$1,332.15	1
Prenotes	\$0.00	0

<https://cpo-ach.bankofamerica.com/wcmpr/rptbatchsumviewform.jsp?source=BATCHSU...> 10/25/2019

**Outgoing Payments Report**

**Company:** City of Mill Creek  
**Requester:** Gobbraiel, Silvea  
**Run Date:** 10/25/2019 4:06:25 PM CDT



**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

**Status:** Confirmed Bv Bank  
**Transaction Number**

**Template Name:** ICMA 457 Plan  
**Template Code:** ICMA

**Debit Account Information**

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

**Beneficiary Details**

**Beneficiary Name:** ICMA RC  
**Beneficiary Address:** P.O. Box 64553  
**Beneficiary City:** Baltimore  
**Beneficiary Postal Code:** 21264-4553  
**Beneficiary Country:** US - United States of America

**Beneficiary Account**  
**Beneficiary Bank ID:** MANUFACTURERS AND TRADERS TR C  
ONE M AND T PLAZA, 15TH FL  
BUFFALO  
US - United States of America

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

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 1,606.11

**Value Date:** 10/25/2019

**Optional Information**

**Sender's Reference Number:** 302029

**Beneficiary Information:** City of Mill Creek 302029

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** lolleo  
**Approved:** saobraiel  
**Initial Confirmation:** \  
**Confirmation #:**

**Input Time:** 10/25/2019 2:41:44 PM CDT  
**Time:** 10/25/2019 4:03:51 PM CDT

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

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

<b>JANUARY</b>						
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	

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

*Last updated: November 7, 2019*

**November 26, 2019**

*(Agenda Summary due November 18)*

- Presentation: Congresswoman DelBene
- Presentation: 3<sup>rd</sup> Quarter Financial Reports
- Public Hearing: Proposed Budget Amendments - Michael Ciaravino
- Public Hearing: Property Tax & EMS Levies - Michael Ciaravino
- Ordinances: Property & EMS Levies - Michael Ciaravino

**December 3, 2019 EARLY START TIME 5:30**

*(Agenda Summary due November 22 due to Holiday)*

- Cedarwood Robotics Team Presentation 5:30 pm
- Audit Exit Interview
- Ordinance: Budget Amendments - Michael Ciaravino
- 2020 Community Events - Gordon
- Lateral Incentive Package - Greg

**December 10, 2019**

*(Agenda Summary due December 2)*

- Ordinance Amending MCMC 2.04 - Council Schedule - ???

**December 24, 2019**

- Cancel or Reschedule?

**January 7, 2020**

*(Agenda Summary due December 31)*

-



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

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

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				

**Possible Work Session Topics for Discussion**

- Utility Project Management - Michael
- Hotel/Motel Theater Tax - Michael
- ST3 Stations - Sound Transit
- Legislative Retreat - Michael
- Gold Star Memorial - Michael
- Dobson Remillard Property - Michael
- Fleet Program - Gina H/Greg
- Community Funding Criteria and Source of Funds - Michael
- Surface Water System Study Group - Gina H
- Updates to the Governance Manual - Michael
- Compensation Strategies - Charlie
- Construction Tax Revenue - TBD
- Emergency Operations Center - Greg
- Crosswalk Locations & Standards - Gina H
- Appropriation vs. Authorization - Michael
- Business License Fee Schedule Review - TBD
- Snohomish Health District Update - Shawn Frederickson
- Spring 2020: Ordinance Amending MCMC re: Business Park Zone District - Gina Hortillosa
- Grant Funding Application Process - Michael
- City Publication Final Analysis - Michael
- HB 1406