

# 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.** 2019-846

**Next Resolution No.** 2019-578

**February 19, 2019  
Special City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

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

## **STUDY SESSION**

- B. The Farm at Mill Creek - Process for Consideration and Proposed Vision  
(*Bob Stowe, Interim City Manager*)

## **NEW BUSINESS**

- C. AWC Center for Quality Communities Scholarship Nominee Selection  
(*City Council Selection Committee: Councilmember Todd & Councilmember Steckler*)

- D. Ordinance Amending the Mill Creek Municipal Code Related to Code Enforcement  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- E. Exploration Park - Construction Management and Inspection Professional Services Agreement  
*(Gina Hortillosa, Director of Public Works & Development Services)*
- F. Ratification of Proclamation of Local Emergency  
*(Bob Stowe, Interim City Manager)*

**CONSENT AGENDA**

- G. Approval of Checks #59686 through #59811 and ACH Wire Transfers in the Amount of \$1,766,567.94  
*(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)*
- H. Payroll and Benefit ACH Payments in the Amount of \$204,917.11  
*(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)*

**AUDIENCE COMMUNICATION**

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

**REPORTS**

- J. Mayor/Council
- K. City Manager
  - Council Planning Schedule
  - Storm Response Update

**ADJOURNMENT**



Agenda Item # B  
Meeting Date: February 19, 2019

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

**AGENDA ITEM: STUDY SESSION ON THE FARM AT MILL CREEK PROCESS FOR CONSIDERATION AND PROPOSED VISION**

**PROPOSED MOTION:**

No motion as no action is scheduled – Informational only.

**KEY FACTS AND INFORMATION SUMMARY:**

In March 2018, the City received a development application for The Farm at Mill Creek, which is located at 4008 132<sup>nd</sup> Street SE in the City’s East Gateway Urban Village (EGUV) zone. On April 13, 2018 the binding site plan application was deemed complete. One of the requirements of developing in the EGUV zone district is for the developer to enter into a Development Agreement (DA) with the City and have the DA approved by the City Council, per MCMC 17.19 and RCW 36.70B.170.

The purpose of this City Council study session is to provide background information on the following:

- 1) The East Gateway Urban Village;
- 2) Binding Site Plan Review Process and Proportional Impact Mitigation Assessment Process;
- 3) The Farm at Mill Creek Review Status; and,
- 4) Introduce the developer and allow him to share his vision of the project with the Council prior to the Council conducting a future study session to review the proposed DA (tentatively scheduled for February 26, 2019) and scheduling a public hearing date on the DA.

In addition, the developer has committed to host a developer sponsored open house. The date for the open house is Wednesday, February 20<sup>th</sup> from 5:00 p.m. – 7:00 p.m. at the Mill Creek Senior Center. The purpose of the open house is to provide project information and allow the developer to have direct discussions with the public prior to the City Council Public Hearing (not yet scheduled) on the DA.

City Council Agenda Summary  
Page 2

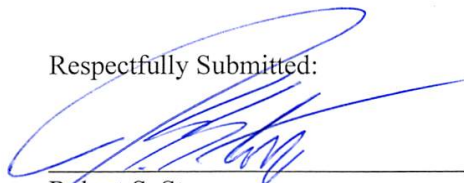
**CITY MANAGER RECOMMENDATION:**

Conduct the Study Session based on the identified purposes.

**ATTACHMENT:**

- Preliminary Binding Site Plan (Conceptual) – Attachment 1

Respectfully Submitted:



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Robert S. Stowe  
Interim City Manager



**RETAIL - ONE LEVEL**

BUILDING A1	10,000 S.F.
BUILDING A2	6,075 S.F.
BUILDING A3	3,650 S.F.
BUILDING A4	3,150 S.F.
BUILDING B	4,400 S.F.
BUILDING C	10,500 S.F.
<b>TOTAL</b>	<b>37,775 S.F.</b>

**GROUND LEVEL MIXED-USE RETAIL AREAS**

BUILDING D	7,573 S.F.
BUILDING E	25,389 S.F.
BUILDING F	16,600 S.F.
<b>TOTAL</b>	<b>49,562 S.F.</b>

**4 STORY RESIDENTIAL**

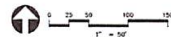
354 RESIDENTIAL APARTMENT UNITS

**BUILDING HEIGHTS**

1 STORY - 20' +/-  
A1, A2, A3, A4, B, C  
5 STORY - 50' - 60'  
D, E, F, GARAGE

**LEGEND**

- LIVE / WORK
- RETAIL - ONE LEVEL
- MIXED-USE RETAIL W/  
RESIDENTIAL ABOVE
- LOUNGE / OFFICE / FITNESS
- PARKING GARAGE



DESIGNER:	
DATE:	
DESCRIPTION:	
DATE:	

**the LAB**  
architecture collective  
spokane, wa

**THE FARM at MILL CREEK**  
130th STREET SE, 25240 - MILL CREEK, WASHINGTON

PROJECT #	1901
DATE	11/01/16
CHECKED	JK
DATE	11/01/16

SITE PLAN  
**DR002**



# East Gateway Urban Village & The Farm at Mill Creek

February 19, 2019

# Purpose of Presentation

- Background on the East Gateway Urban Village (EGUV)
- Introduction of Developer
  - Project Vision



# Presentation

- EGUV Background
- Master Development Plan Review Process
- The Farm at Mill Creek Review Status
- Presentation by applicant- Project Vision





# EGUV Regulatory History

On March 25, 2008, Council adopted the East Gateway Urban Village (EGUV) Subarea Plan:

- Comprehensive Plan Amendments
- Illustrative Master Plan
- Implementing Development Regulations



# EGUV Regulatory History

On July 1, 2008, Council adopted the EGUV Design Guidelines to direct architectural design.



# EGUV Regulatory History

- ❑ In 2010 the City hired a consultant to prepare a Preliminary Engineering Study to provide infrastructure guidelines to developers
- ❑ The 30% design report took recent EGUV changes into account and was finalized in December 2012



# EGUV Comp Plan Policies

- ❑ Policy 1.06: Medium and high density residential development is *required* in the EGUV. High density residential above retail and/or office uses shall be encouraged in entire the EGUV zone.



# EGUV Comp Plan Policies

- ❑ Policy 4.01: Create safe and efficient transportation network through entire site. Create a sustainable neighborhood supported by a *diversity of businesses and types of residential development*. Create places that *provide for the needs of a diverse population of different ages*.



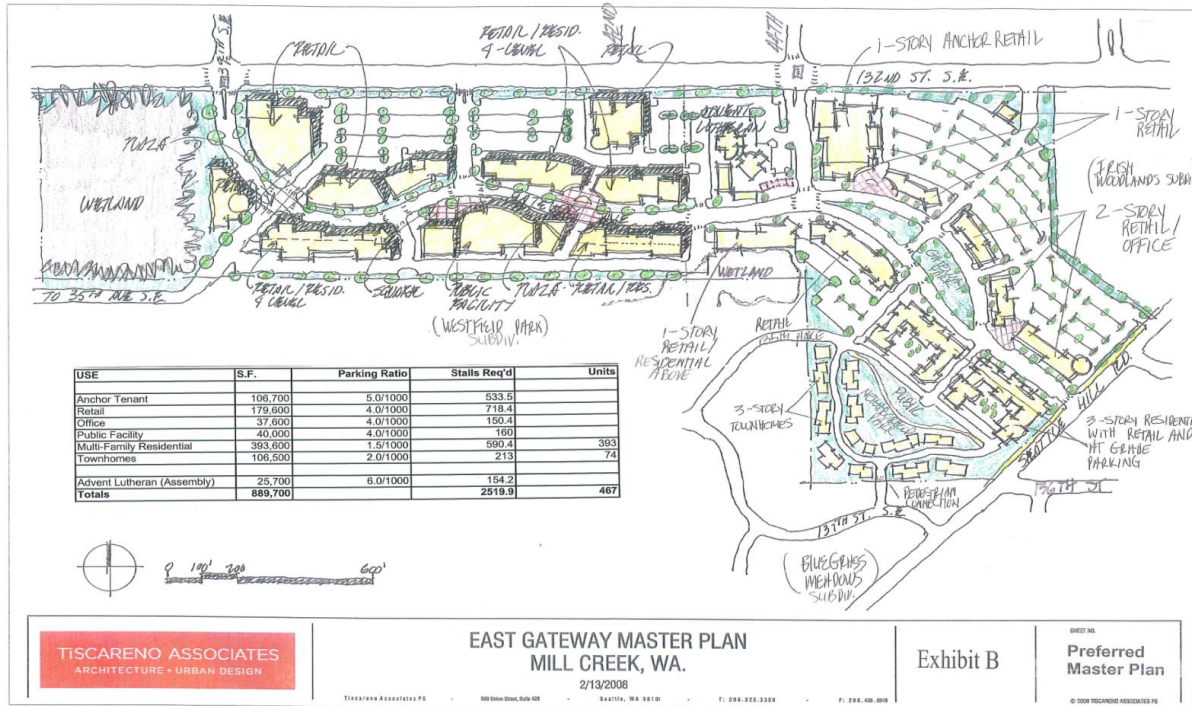
# EGUV Comp Plan Policies

- ❑ Policy 4.02: The design of EGUV should reflect an urban character with a wide mix of uses that generally cater to local residents in the City and its Municipal Urban Growth Area.
- ❑ Policy 4.03: Mixed-use buildings with residences or offices over first floor commercial should be encouraged and oriented toward public realm.



# EGUV Site Plan

Illustrative Master Plan - 2008



TISCARENO ASSOCIATES  
ARCHITECTURE + URBAN DESIGN

EAST GATEWAY MASTER PLAN  
MILL CREEK, WA.

Exhibit B

SHEET NO.  
Preferred  
Master Plan

# EGUV Zone District

Purpose of MCMC 17.19 EGU V Zone District and related Development Regulations are intended to create a:

*High quality, mixed-use neighborhood, with both commercial and multi-family uses organized around an internal road network (spine road).*





# EGUV Zone District

## 17.19.040 Principal uses.

All uses shall be identified on the approved detailed master development plan. Principal uses are:

- A. Retail sales and services except automotive, boat, and recreational vehicle sales;
- B. Eating and drinking establishments (drive-through service prohibited);
- C. Banks, financial and professional services;
- D. Multi-Family Residential.

1. West of the 44th Avenue SE intersection, multi-family residential is permitted only above ground floor commercial;

- E. Business and professional offices;
- F. Personal services, dry cleaners, salons, etc.;
- G. Medical and dental clinics and offices;
- H. Parking structures;

I. Commercial day care;

J. Craft shops and galleries;

K. Public buildings, facilities/utilities;

L. Transit facilities/stops;

M. Hotel and motels;

- N. Open space, parks and plazas;

O. Religious facilities;

P. Theaters and performing arts uses; and

Q. Other uses consistent with the purposes of the district. (Ord. 2012-746 § 1 (Exh. A); Ord. 2009-702 § 2 (Exh. C); Ord. 2008-676 § 2)



RETAIL - ONE LEVEL	
BUILDING A1	10,000 S.F.
BUILDING A2	4,075 S.F.
BUILDING A3	3,950 S.F.
BUILDING A4	3,150 S.F.
BUILDING B	4,400 S.F.
BUILDING C	10,500 S.F.
TOTAL	37,775 S.F.

GROUND LEVEL MIXED-USE RETAIL AREAS	
BUILDING D	7,570 S.F.
BUILDING E	26,289 S.F.
BUILDING F	16,600 S.F.
TOTAL	49,842 S.F.

4 STORY RESIDENTIAL  
364 RESIDENTIAL APARTMENT UNITS

BUILDING HEIGHTS  
1 STORY - 20' +/-  
A1, A2, A3, A4, B, C  
5 STORY - 60' +/- 60'  
D, E, F, GARAGE

LEGEND	
[Light Green Box]	LIVE / WORK
[Yellow Box]	RETAIL - ONE LEVEL
[Light Green Box]	MIXED-USE RETAIL W/ RESIDENTIAL ABOVE
[Light Blue Box]	LOUNGE / OFFICE / FITNESS
[Grey Box]	PARKING GARAGE

the LAB  
THE FARM at MILL CREEK  
DR002



# EGUV Zone District

Development in the EGUV requires the approval of the Master Development Plan including:

- A. Binding Site Plan (Hearing Examiner)
- B. An evaluation of consistency with the adopted urban village design guidelines (Hearing Examiner)
- C. Development Agreement (Council)**



# EGUV Development History

- ❑ In 2011 first site development approved was The Gateway Building (2 lots still vacant)
- ❑ In 2012 Polygon
- ❑ In 2015 Primrose and Dental/Medical Building
- ❑ In 2015 Vintage at Mill Creek



# Aerial of EGUV Zone Developments



- 1 – Primrose, Retail Building, Mill Creek Meadows Apt., The Towns at Mill Creek and Buffalo Park
- 2 - Advent Lutheran Church
- 3 – The Gateway Building
- 4 – Upper Cuts Hair Salon and Private Residence
- 5 - Vintage Senior Housing & Commercial at Mill Creek
- 6 - The Farm at Mill Creek – Under Review



# Environmental Impact Review

State Environmental Policy Act requires project assessment and mitigation of impacts to:

- [1. Earth](#)
- [2. Air](#)
- [3. Water](#)
- [4. Plants](#)
- [5. Animals](#)
- [6. Energy and Natural Resources](#)
- [7. Environmental Health](#)
- [8. Land and Shoreline Use](#)
- [9. Housing](#)
- [10. Aesthetics](#)
- [11. Light and Glare](#)
- [12. Recreation](#) (City Neighborhood \$449,736 & Community Park \$273,000 Impact Fees)
- [13. Historic and Cultural Preservation](#)
- [14. Transportation](#) (City Traffic Impact \$1,098,000 Fees)
- [15. Public Services](#) (School Impact \$465,924 Fees)
- [16. Utilities](#)



# The Farm Review Status

1. Submittal of Binding Site Plan
2. Completeness Letter
3. Technical Review Committee
4. 2/19 City Council Study Session EGUV/The Farm
5. Development Agreement
  - Council work session
  - Council public hearing
6. Issuance of SEPA Threshold Determination
7. Public Hearing on Binding Site Plan
8. Design Review Board
9. Clearing & Grading
10. Building Permits



# Applicant Introduction/Presentation



Vintage at Mill Creek

- 354 units
- 26 live/work units
- 1202 parking stalls
- Festival Area
- Public open spaces

RETAIL - ONE LEVEL	
BUILDING A1	10,000 S.F.
BUILDING A2	6,075 S.F.
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4 STORY RESIDENTIAL  
354 RESIDENTIAL APARTMENT UNITS

**BUILDING HEIGHTS**

1 STORY - 20' +/-  
A1, A2, A3, A4, B, C  
8 STORY - 80' - <80'  
D, E, F, GARAGE

**LEGEND**

- LIVE / WORK
- RETAIL - ONE LEVEL
- MIXED-USE RETAIL W/  
RESIDENTIAL ABOVE
- LOUNGE / OFFICE / FITNESS
- PARKING GARAGE



REVISIONS	the LAB architectural collective spokane, wa	PROJ. # 1801	ISS. _____
		DRAWN: _____	LAD: _____
		CHECKED: _____	BY: _____
		DATE: _____	11/01/18
THE FARM at MILL CREEK		SITE PLAN	
# DESCRIPTION DATE		DR002	
132nd STREET SE (05.00) - MILL CREEK, WASHINGTON			



# Questions?







# Background Information (Not part of presentation and included in case needed)

**AGENDA ITEM #B.**

# General Information: The Farm at Mill Creek



Vintage at Mill Creek

- 355 units
- 25 live/work units
- 1202 parking stalls
- Festival Area
- Public open spaces

**RETAIL - ONE LEVEL**

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**BUILDING HEIGHTS**

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8 STORY - 80' - < 90'  
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<p>REVISIONS</p> <table border="1"> <tr><th>#</th><th>DESCRIPTION</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	#	DESCRIPTION	DATE										<p><b>the LAB</b> architectural collective spokane, wa</p> <p><b>THE FARM at MILL CREEK</b> 132nd STREET SE (05.00) - MILL CREEK, WASHINGTON</p>	<p>PROJ. # _____ ISS: _____</p> <p>DRAWN: _____ LAC: _____</p> <p>CHECKED: _____ RC: _____</p> <p>DATE: _____ 11/03/18</p> <p>SITE PLAN <b>DR002</b></p>
#	DESCRIPTION	DATE												

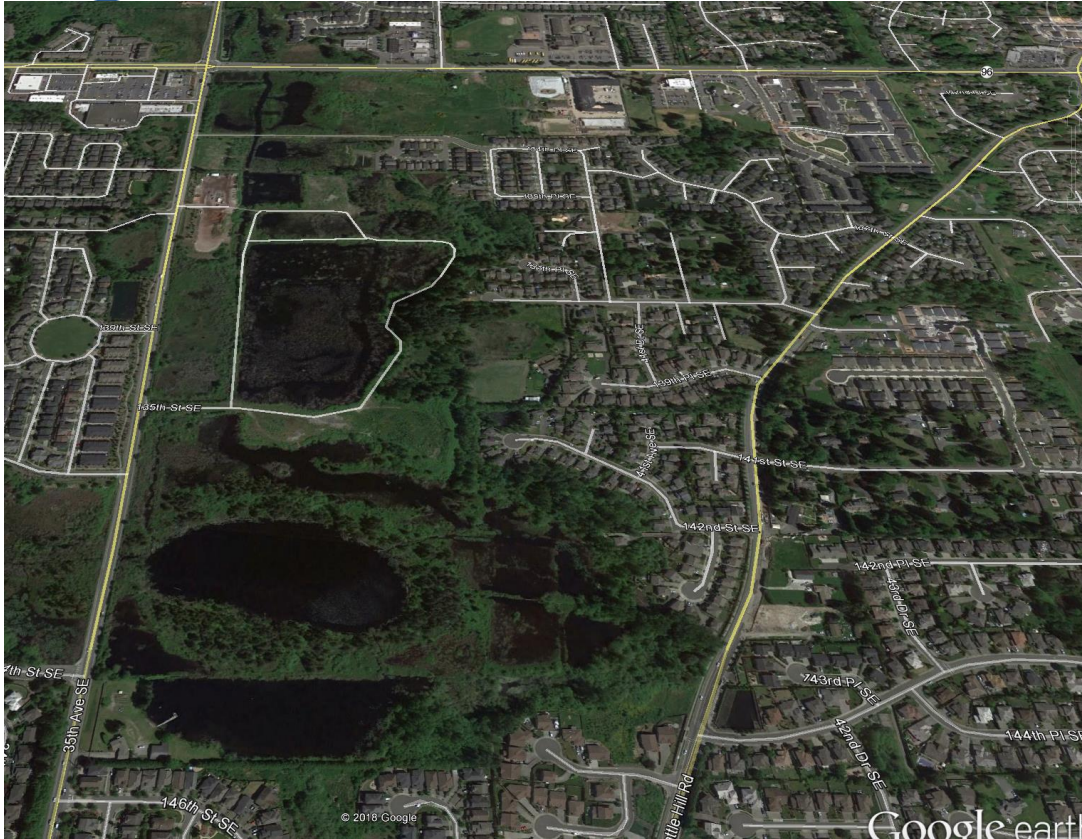


# The Farm at Mill Creek

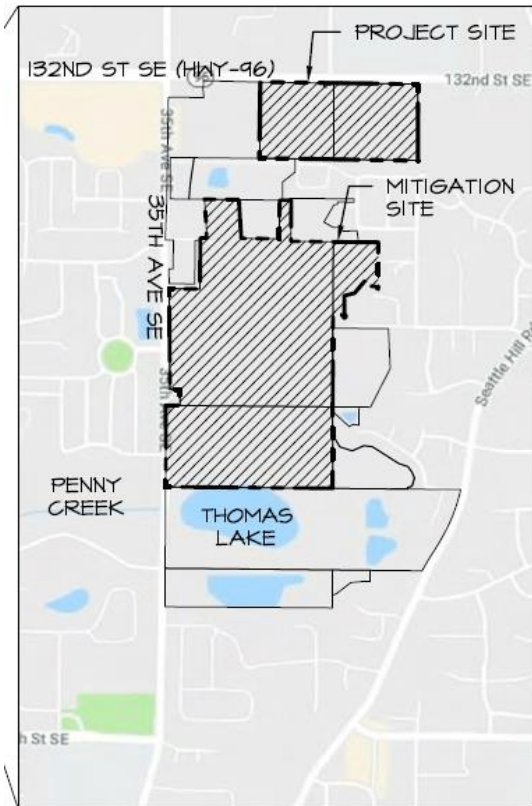
- ❑ 17 acres
- ❑ 380 residential units (355 apartment units and 25 live/work units) approximately 344,720 square feet
- ❑ commercial space totals 68,600 square feet of retail space and 16,600 square feet of medical offices. Approx. 85,000 square feet
- ❑ 1,202 parking stalls (437 surface spaces and 765 spaces in parking garages)



# Development Agreement Regional Benefit Area



# Development Agreement Regional Benefit Area

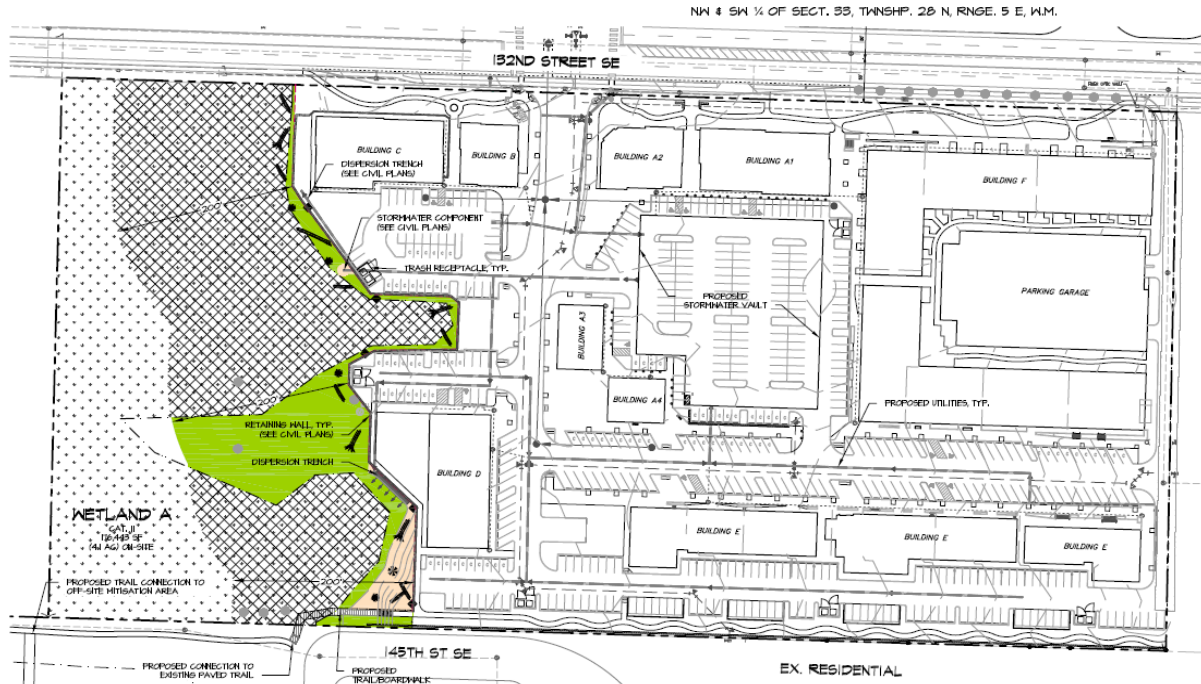


**TOTALS:**

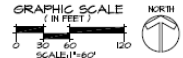
Preservation	2,657,160 sf (61 acres)
Trails System	over 5,500 lf
Project Site -- Habitat & Vegetative Enhancement	138,816 sf (3.1 ac)
Mitigation Site -- Habitat & Vegetative Enhancement	250,600 sf (5.8 ac)

- Project Site Habitat Enhancement & Restoration:
  - Wetland as Buffer -- Enhancement..... 106,172 sf (2.4 ac)
  - Wetland A -- Buffer Enhancement: ..... 28,179 sf (0.6 ac)
  - Temporary Construction Impacts – Restoration..... 4,465 sf (0.1 ac)
  - 138,816 sf (3.1 ac)**
- Mitigation Site Habitat & Trail Enhancement & Restoration:
  - Vegetative/Habitat Enhancement: ..... 250,600 sf (5.8 ac)
  - Trail System – including Boardwalks ..... approximately 5,500 lf
  - 250,600 sf (5.8 ac)**





**MITIGATION OVERVIEW PLAN - PROJECT SITE**



**PLAN LEGEND**

- PROPERTY LINE
- EXISTING WETLAND
- - - APPROXIMATED WETLAND BOUNDARY (NOT SURVEYED)
- - - POST CONSTRUCTION WETLAND BUFFER
- - - CLEARING/GRADING LIMIT (SEE CIVIL PLANS)
- EXISTING TREES

**MITIGATION LEGEND**

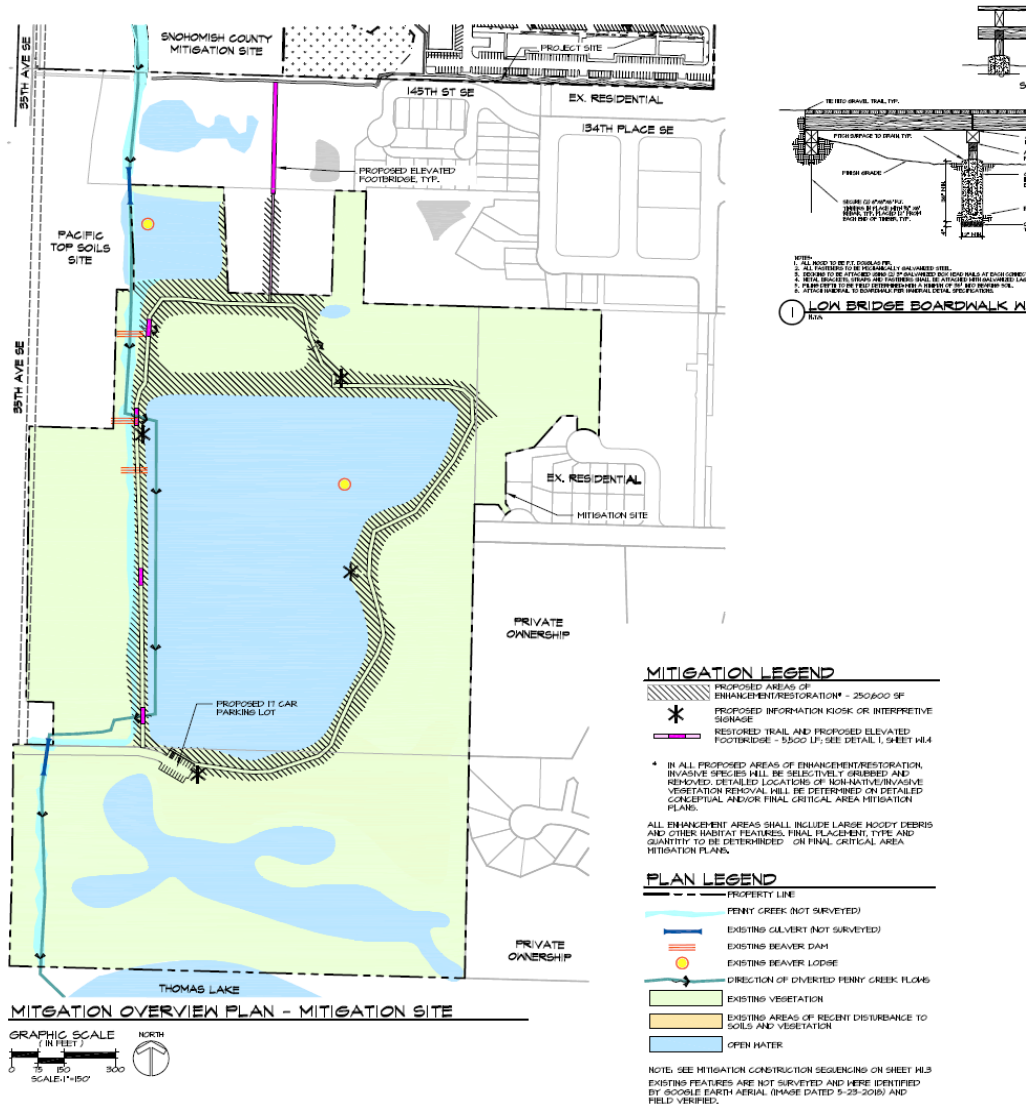
**BUFFER MITIGATION**

XXXXXX	WETLAND-AS-BUFFER ENHANCEMENT*	10,712 SF	2.4 AC
■	WETLAND BUFFER ENHANCEMENT*	29,171 SF	0.6 AC
■	RESTORATION OF TEMPORARY CONSTRUCTION RELATED IMPACTS	4,465 SF	0.1 AC
<b>TOTAL ON-SITE MITIGATION:</b>		<b>139,216 SF</b>	<b>3.1 AC</b>

- CRITICAL AREA FENCE; SEE DETAIL 1, SHEET H13
- ◆ CRITICAL AREA SIGN; SEE DETAIL 2, SHEET H13
- LARGE HOODY DEBRIS
- ⊗ SNAG WITH NEST BOX
- STUMP

\* IN ALL PROPOSED AREAS OF ENHANCEMENT INVASIVE SPECIES WILL BE SELECTIVELY GRUBBED AND REMOVED. DETAILED LOCATIONS OF NON-NATIVE/INVASIVE VEGETATION REMOVAL WILL BE DETERMINED ON DETAILED CONCEPTUAL AND/OR FINAL CRITICAL AREA MITIGATION PLANS.





# Development Agreement

- Purpose of DA is to set standards, conditions & other provisions that are outside of the City's code requirement and obligate developer and/or City.



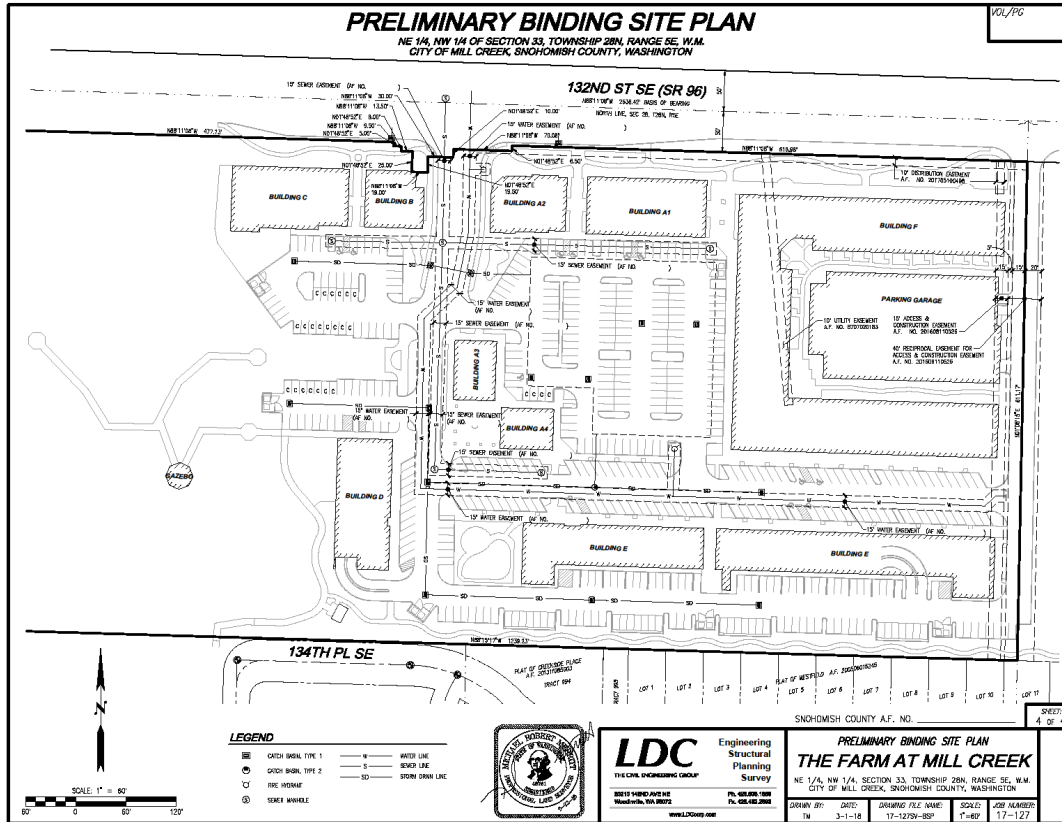


# Development Agreement Review Process

- City Council review and approval of a Development Agreement for a pending application for Binding Site Plan
- Not consideration of Binding Site Plan
- Binding Site Plan consideration at later date by Hearing Examiner



# Development Agreement



# Development Agreement Process

- Applicant & City negotiated draft DA
- Council study on 2/12/2019
- Set 2/\_\_/19 as public hearing date
- Public notification per City and state law



# Development Agreement

- Roles & responsibilities of owner associations
- Maintenance responsibilities
- Provision & use of public & private open spaces
- Regional Benefit – Opportunity for dedication & improvement of land for a public park
- Payment of Park mitigation fees
- Festival Area for community events



# Status The Farm at Mill Creek

- 3/26/18 Binding Site Plan submitted
- 4/13/18 Application Deemed Complete
- Council Study Session on Draft Development Agreement Items
- DA Public Hearing by City Council and Approval
- SEPA Threshold Issuance (impacts reviewed & mitigated)
- Public Hearing by Hearing Examiner on BSP

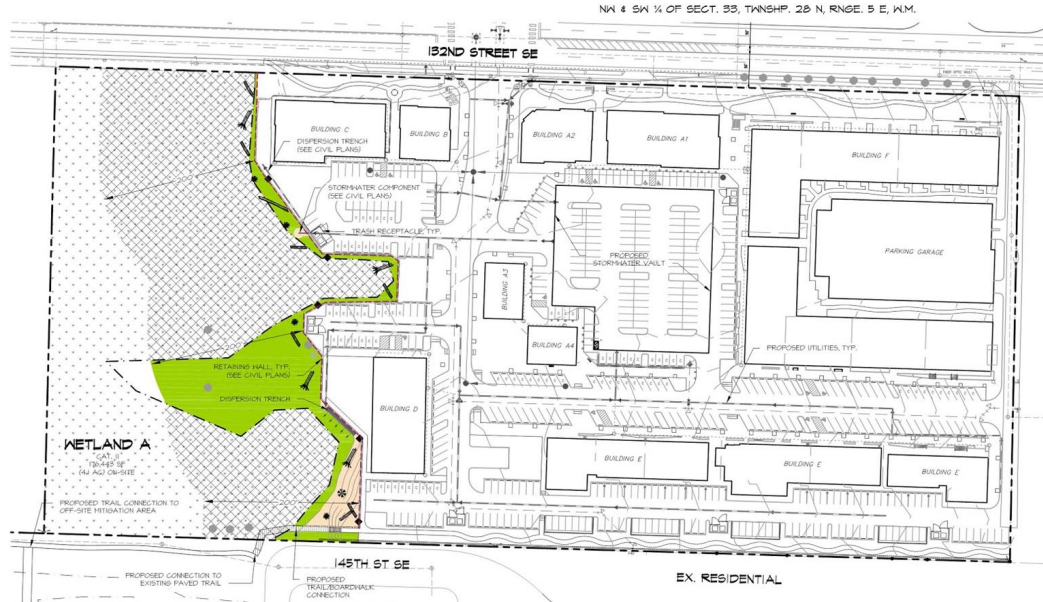


# Development Agreement





SITE PLAN



**MITIGATION OVERVIEW PLAN - PROJECT SITE**



**PLAN LEGEND**

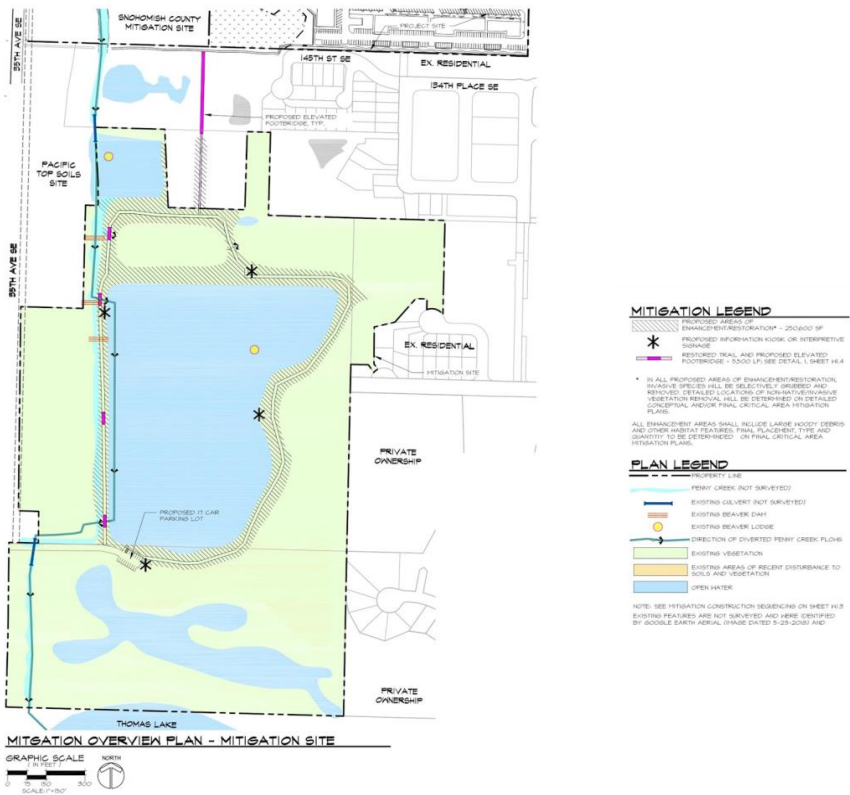
—	PROPERTY LINE
---	EXISTING WETLAND
- - - - -	APPROXIMATED WETLAND BOUNDARY (NOT SURVEYED)
- - - - -	POST CONSTRUCTION WETLAND BUFFER
- - - - -	CLEARING/GRADING LIMIT (SEE CIVIL PLANS)
●	EXISTING TREES

**MITIGATION LEGEND**

<b>BUFFER MITIGATION</b>	
	WETLAND-A5-BUFFER ENHANCEMENT*
	WETLAND-BUFFER ENHANCEMENT*
	RESTORATION OF TEMPORARY CONSTRUCTION RELATED IMPACTS
100,712 SF	2.4 AC
28,791 SF	0.6 AC
4,469 SF	0.1 AC
<b>TOTAL ON-SITE MITIGATION: 130,816 SF 3.1 AC</b>	

**WETLAND MITIGATION**





WETLAND MITIGATION



**BUILDING D**



BUILDING E



**BUILDING F**



**BUILDING F**



PARKING STRUCTURE



**BUILDING E RETAIL**



**BUILDING F COMMERCIAL**





**BUILDING F LIVE WORK ALLEY**



Agenda Item # C  
Meeting Date: February 19, 2019

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

**AGENDA ITEM: 2019 AWC CENTER FOR QUALITY COMMUNITIES SCHOLARSHIP NOMINATION**

**PROPOSED MOTION:**

Motion to select \_\_\_\_\_ to represent the City of Mill Creek in the statewide AWC Center for Quality Communities Scholarship selection process. The nominee will receive a \$500 local monetary award for being selected as the City of Mill Creek 2019 nominee.

**KEY FACTS AND INFORMATION SUMMARY:**

The AWC Center for Quality Communities promotes municipal leadership development and civic engagement. The Center’s annual scholarship supports senior high school students who are actively engaged with their community and/or city government and want to pursue post-secondary education.

**Scholarship Structure:** Six \$1,000 scholarships will be awarded to high school students statewide who plan to pursue a post-secondary degree in fall 2019.

**Student Applicant Eligibility:**

- Involved (or have been involved) with a city government and/or significant school leadership activity;
- Eligible to graduate from high school, complete home school or receive a GED in Spring/Summer 2019;
- Live within the City limits of Mill Creek;
- Plan to continue education in the 2019-2020 academic year at an accredited college, community college or trade school on a half-time or more basis; and
- Complete and submit the Quality Communities scholarship application, a personal essay and one letter of recommendation by Friday, February 1, 2019.

The City of Mill Creek has participated in this scholarship opportunity since 2015. The City’s nominees for 2015 and 2017 were each awarded one of the six statewide scholarships.

The application was made available online and promoted through local news media and the City’s social media channels. The application information was also distributed to Archbishop Murphy High School, Jackson High School and to the Mill Creek Youth Advisory Board members.

City Council Agenda Summary  
Page 2

From this outreach, 13 qualified applications were received for consideration. The selection committee consists of Mill Creek Councilmembers Mike Todd and John Steckler.

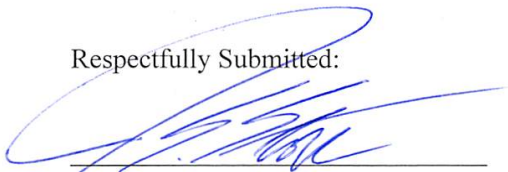
**CITY MANAGER RECOMMENDATION:**

Provide a \$500 local award to the successful nominee as recommended by the committee and approved by the Council. Funds to be paid from Council Contingency Fund.

**ATTACHMENTS:**

- N/A

Respectfully Submitted:



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Robert S. Stowe  
Interim City Manager



Agenda Item # D  
Meeting Date: February 19, 2019

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

**AGENDA ITEM: ORDINANCE AMENDING THE MILL CREEK MUNICIPAL CODE RELATED TO CODE ENFORCEMENT**

**PROPOSED MOTION:**

Motion to adopt Ordinance 2019-\_\_\_\_\_ amending the Mill Creek Municipal Code (MCMC) related to Code Enforcement.

**KEY FACTS AND INFORMATION SUMMARY:**

When the responsibility for Land Use Code Enforcement transitioned from the Police Department to the Development Services Department, staff reviewed the Mill Creek Municipal Code (MCMC) and determined that it should be modified to clarify and better communicate the intent of the Code and make it easier to enforce. The amendments are described in detail in the staff report, which is attached to Planning Commission Resolution 2018-165 (Attachment A, Exhibit A to Council Ordinance). The amendments will apply citywide.

The proposed amendments were presented to the Planning Commission in a Work Session on October 18, 2018 (Attachment B). The Planning Commission conducted a public hearing on the proposed amendments on November 15, 2018 (Attachment C). Following the public hearing the Planning Commission adopted Planning Commission Resolution 2018-165, recommending approval of the proposed amendments to the City Council.

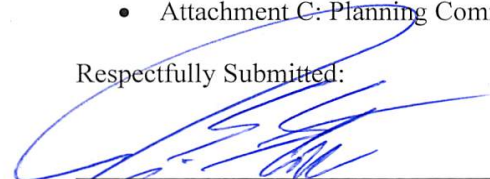
**CITY MANAGER RECOMMENDATION:**

Adopt the attached ordinance amending the MCMC related to Code Enforcement.

**ATTACHMENTS:**

- Attachment A: Proposed Ordinance Adopting Proposed Amendments including Exhibit A-Planning Commission Resolution
- Attachment B: Planning Commission Minutes of October 18, 2018
- Attachment C: Planning Commission Minutes November 15, 2018

Respectfully Submitted:



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

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

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON,  
AMENDING THE MILL CREEK MUNICIPAL CODE SECTION 14.01.030  
DEFINITIONS, SECTION 17.22.080 VEHICLE PARKING, AND SECTION  
17.24.030 MAINTENANCE; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, RCW 36.70A.040 and 36.70A.120 require the City of Mill Creek (“City”) to adopt development regulations, including zoning regulations, to implement the City’s Comprehensive Plan; and

WHEREAS, the amendments are intended to clarify and better communicate the intent of the Code and improve staff’s ability to enforce the Code; and

WHEREAS, on October 23, 2018, the City issued a SEPA threshold Determination of Non-Significance for the proposed amendments to the Development Code; and

WHEREAS, on November 7, 2018, the comment period for the Determination of Non-Significance expired and no comments were received; and

WHEREAS, notice of a public hearing before the Planning Commission on the proposed amendments was duly posted at City Hall on November 6, 2018, pursuant to MCMC Section 14.07.030(A); and

WHEREAS, notice of a public hearing before the Planning Commission on the proposed amendments was duly advertised in the Everett Herald on November 8, 2018, pursuant to MCMC Section 14.07.030(A); and

WHEREAS, on October 23, 2018, the proposed amendments were submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106; and

WHEREAS, on November 15, 2018, the Planning Commission held a public hearing on the proposed amendments to the development code; and

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WHEREAS, all persons desiring to comment on the proposed amendments were given a full and complete opportunity to be heard; and

WHEREAS, following the public hearing, the Planning Commission adopted Resolution 2018-165 recommending approval of the proposed amendments to the City Council; and

WHEREAS, the City Council has the authority to amend provisions of the Mill Creek Municipal Code; and

WHEREAS, the City Council has determined that the proposed amendments to the Mill Creek Municipal Code set forth in **Exhibit A** are in the best interests of the public health, safety and general welfare;

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

Section 1. Findings. Upon consideration of and based on the foregoing provisions of this Ordinance, the City Council finds that the amendments set forth in **Exhibit A** are: (a) consistent with state law and the Mill Creek Comprehensive Plan; (b) substantially related to the public health, safety, and welfare; and (c) consistent with the best interest of the citizens, residents and property owners of the City.

Section 2. Based on the foregoing, Titles 14 and 17 of the Mill Creek Municipal Code are hereby amended to read as set forth in **Exhibit A** to this Ordinance as of the effective date of this Ordinance.

Section 3. The City Clerk is directed to take steps as required to implement and effectuate the terms of this Ordinance and incorporate the foregoing changes into the Mill Creek Municipal Code. The Clerk is authorized to correct scrivener's errors, internal references, and the like.

Section 4. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 5. This Ordinance shall be in full force and effect five days after publication of a summary hereof consisting of the title of this Ordinance, in accordance with RCW 35A.13.200.

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

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APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

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

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

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

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

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

**Attachments:** EXHIBIT A – Planning Commission Resolution 2018-165

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**PLANNING COMMISSION RESOLUTION NO. 2018-165**

A RESOLUTION OF THE CITY OF MILL CREEK )  
PLANNING COMMISSION, RECOMMENDING )  
APPROVAL TO THE MILL CREEK CITY COUNCIL )  
OF AMENDMENTS TO THE MILL CREEK ) FINDINGS,  
MUNICIPAL CODE SECTION 14.01.030 ) REASONS AND  
DEFINITIONS, SECTION 17.22.080 VEHICLE ) RECOMMENDATIONS  
PARKING, AND SECTION 17.24.030 )  
MAINTENANCE. )  
)

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WHEREAS, the Planning Commission is charged with the responsibility for conducting public hearings on proposed regulations concerning the use of land in the City of Mill Creek or amendments to existing regulations and for making recommendations to the City Council for appropriate action on such proposed land use regulations, as set forth in RCW chapter 35A.63 and Mill Creek Municipal Code Chapters 4.10 and 14.03; and

WHEREAS, RCW 36.70A.040 and 36.70A.120, portions of the Growth Management Act, require the City to adopt development regulations, including zoning regulations, to implement the City's Comprehensive Plan; and

WHEREAS, the intent of the amendments is to clarify and better communicate the intent of the Code and improve staff's ability to enforce the Code; and

WHEREAS, on October 23, 2018, the City issued a SEPA threshold Determination of Non-Significance for the proposed amendments to the Development Code; and

WHEREAS, on November 7, 2018, the comment period for the Determination of Non-Significance expired. No comments were received; and



WHEREAS, notice of a public hearing before the Planning Commission on the proposed amendments was duly posted at City Hall on November 6, 2018, pursuant to MCMC Section 14.07.030(A); and

WHEREAS, notice of the public hearing before the Planning Commission on the proposed amendments was duly advertised in the Everett Herald on November 8, 2018, in accordance with MCMC 14.07.030; and

WHEREAS, on October 23, 2018, the proposed amendments were submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106; and

WHEREAS, a staff report to the Planning Commission was prepared to present, analyze, and recommend to the Planning Commission adoption of the proposed amendments to the development code; and

WHEREAS, on November 15, 2018, the Planning Commission held a public hearing on the proposed amendments to the development code; and

WHEREAS, the Planning Commission considered the staff report, attached hereto as **Exhibit A** and incorporated in full by this reference, and the proposed amendments to the MCMC and found that the proposed amendments are consistent with the City's Comprehensive Plan, the Growth Management Act, MCMC Chapter 17.38, and other applicable state and federal law, including the Comprehensive Plan, and will benefit the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MILL CREEK AS FOLLOWS:

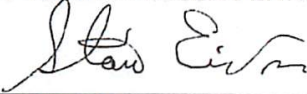
Section 1: The Planning Commission finds the proposed amendments as described within the Planning Commission staff report, attached and incorporated in full by this reference as **Exhibit A**, are consistent with and implement the policies of the Comprehensive Plan, the Growth Management Act, and other applicable state and federal law, and further finds that the proposed Amendments make appropriate provisions for and further the public health, safety and general welfare.

Section 2: The Planning Commission adopts the findings, conclusions, and recommendations contained in the staff report, attached as **Exhibit A**, except as may be expressly modified herein by **Exhibit B**, attached and incorporated in full by this reference.

Section 3: The Planning Commission therefore recommends to the City Council adoption of the proposed Amendments as set forth in **Exhibit A** and as may be further modified by specific action of the Planning Commission as set forth in **Exhibit B**.

Passed in open meeting this 15<sup>th</sup> day of November 2018, by a vote of 4 for, 0 against and 0 abstaining.

CITY OF MILL CREEK PLANNING COMMISSION



STAN EISNER, PLANNING COMMISSION CHAIR



TOM ROGERS, PLANNING COMMISSION SECRETARY

ATTACHMENT:     Exhibit A – Staff Report  
                         Exhibit B – Planning Commission Motion

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**EXHIBIT A  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
STAFF REPORT  
TO THE MILL CREEK PLANNING COMMISSION**

**PART I - SUMMARY INFORMATION**

- PUBLIC HEARING:** November 15, 2018
- REQUESTED ACTION:** Review of Mill Creek Municipal Code Amendments that have been proposed to clarify and better communicate the intent of the Code with regard to Code Enforcement and improve staff's ability to enforce the Code. The proposed regulations will apply citywide.
- SITE LOCATION:** City of Mill Creek
- PROPONENT:** City of Mill Creek  
15728 Main Street  
Mill Creek, Washington 98012
- COMPREHENSIVE  
PLAN DESIGNATION:** Not applicable.
- ZONING DISTRICT:** Not applicable.

**PART II - STATUTORY REQUIREMENTS**

**SEPA COMPLIANCE:**

The proposed amendments to the MCMC are subject to the provisions of the State Environmental Policy Act (SEPA). The City's SEPA Official has determined that the proposed code amendments will not have a probable significant adverse impact on the environment. Thus, an Environmental Impact Statement (EIS) was not required.

On October 23, 2018, a Determination of Non-significance (DNS) was issued on the proposed code amendments. The comment period ended on November 7, 2018. No comments were received.

**PUBLIC NOTICE:**

Pursuant to Section 14.07.030 Mill Creek Municipal Code (MCMC), a notice of the public hearing was posted at Mill Creek City Hall on November 6, 2018, and published in the Everett Herald on November 8, 2018. All legal requirements for public notice have been satisfied.

**PART III - DESCRIPTION OF PROPOSED AMENDMENTS  
TO THE MILL CREEK MUNICIPAL CODE**

**ZONING ORDINANCE AMENDMENT:**

The provisions governing amendments to the text of the Development Code are found in Section 17.38.020, MCMC. This section states that text amendments may be initiated by the City Council, the Planning Commission, or City staff. The proposed amendments listed below have been initiated by City staff.

**MILL CREEK MUNICIPAL CODE AMENDMENTS RELATED TO CODE ENFORCEMENT**

In 2017 the responsibility for land use code enforcement transitioned from the Police Department to the Development Services Department. Upon taking responsibility for code enforcement, Development Services staff reviewed the Mill Creek Municipal Code (MCMC) and determined that it could be modified to clarify and better communicate the intent of the Code and improve staff's ability to enforce the Code. Following are several minor amendments that staff is proposing:

**SUMMARY OF PROPOSED ZONING TEXT AMENDMENTS:**

<b>Staff Report Key</b>
<ul style="list-style-type: none"><li>Proposed new text is shown with a <b><u>bold and underline</u></b>. Deleted text is shown in <del>red strike through</del>.</li></ul>
<b>Code Amendment #1 – MCMC Section 17.22.080.B Vehicle Parking</b>
<p><b>Issue:</b> The MCMC prohibits recreational vehicles, boats, trailers, and <b>inoperable vehicles</b> from being stored in the front yard including the driveway. There have been some challenges enforcing the Code with regard to inoperable vehicles. The current definition of inoperable vehicle includes cars with invalid licensing. This means that an operable car in good repair would be considered inoperable simply because it does not have current tabs. There are a variety of reasons why the owner may not currently be using the vehicle and may have chosen not to renew the tabs, including the following recent examples:</p> <ul style="list-style-type: none"><li>Someone deployed in the armed forces</li><li>Grandparent saving the vehicle for a grandchild Owner works internationally or is gone for extended periods</li></ul> <p><b>Staff Recommendation:</b> The intent of the MCMC is to not allow junk vehicles to be stored in the front yard/driveway. This can be addressed by deleting the term “inoperable vehicle” from the pertinent code section and replacing it with “junk vehicle.” A definition of junk vehicle will need be added to MCMC 14.01 – see Code Amendment #4 below.</p>

**Issue:** The MCMC also prohibits recreational vehicles and boats from being stored in the front yard. However, owners of an RV or boat that is generally stored off site in accordance with the Code periodically may want to temporarily park their RV or boat at their house for purposes of cleaning and/or loading.

**Staff Recommendation:** Add an exception to allow temporary parking of RVs and boats for purposes of loading and/or cleaning for a period not to exceed 72 hours.

**Proposed Text Amendments:**  
**17.22.080.B Vehicle parking.**

B. No recreation vehicle, boat, trailer, or ~~inoperable vehicle~~ **junk** vehicle shall be parked or stored in any front yard or front yard setback area including the driveway, except that recreation vehicles and boats may be temporarily parked in the front yard setback area for purposes of cleaning and/or loading for a period not to exceed 72 hours. Any vehicles stored in a side yard shall be fully screened from view from any public right-of-way; see MCMC [17.22.070](#).

**Code Amendment #2 – MCMC Section 17.22.080.C Vehicle Parking**

**Issue:** The MCMC currently prohibits Commercial Vehicles in excess of 6,000 pounds total gross weight from being parked on any lot in a residential zone. The 6,000 pound distinction is unrealistic since a large truck meets this definition (e.g., a Ford F350 weighs 8,000 pounds).

**Staff Recommendation:** Remove the 6,000 pound qualifier and add a definition of Commercial Vehicle to the MCMC 14.01 definition section – see Amendment #4 below.

**Issue:** The MCMC does not currently prohibit construction equipment from being parked on a residential lot.

**Staff Recommendation:** Add motorized construction equipment to the list of Commercial Vehicles that cannot be parked on a residential lot, with the exception of equipment currently being used in conjunction with an approved construction project.

**Proposed Text Amendments:**

**17.22.080.C Vehicle parking.**

C. Commercial Vehicles. No commercial vehicles or combination of commercial vehicle and trailer ~~of 6,000 pounds total gross weight,~~ or any type of motorized construction equipment shall be parked on any lot in a residential zone except for motorized construction equipment currently being used in conjunction with an approved construction project. (Ord. 2010-717 § 2 (Exh. B); Ord. 2005-609 § 2)

**Code Amendment #3 – MCMC Section 17.24.030 Maintenance**

**Issue:** The MCMC currently requires all buildings and structures to be maintained in original or better than original condition. This is an unrealistic expectation and is problematic to enforce.

**Staff Recommendation:** The intent of the Code is to ensure that all buildings and structures be maintained in good repair so staff proposes to change the Code to reflect that.

**Proposed Text Amendments:**

**17.24.030 Maintenance.**

A. All buildings and other structures shall be maintained by the property owner **in good repair** ~~in original or better than original condition~~ with respect to exterior appearance and landscaping.

B. All landscaped and open space areas and LID landscape features on or adjacent to the property, excluding public sidewalks and public rights-of-way subject to Chapter 12.06 MCMC, shall be maintained by the property owner, and shall be:

- 1. Kept free of litter, debris, invasive vegetation/weeds and obstructions.
- 2. Maintained in a clean, neat and orderly fashion.
- 3. Maintained consistent with design review board and other approved landscape plans if applicable.
- 4. Kept free of **inoperable junk** vehicles.
- 5. Maintained so that all deposited materials in garbage and recycle containers are wholly contained within the structure as required by MCMC 17.22.070. No litter or recyclable material shall be allowed to accumulate outside said containers. Containers shall be kept clean, free of odors and pests, shall not constitute a public nuisance and shall be maintained to meet the conditions of the design review board and/or other conditions of approval.

**Code Amendment #4 – MCMC 14.01.030 – Definitions**

**Issue:** The MCMC does not currently contain a definition for Commercial Vehicle.

**Staff Recommendation:** Add the following definition for Commercial Vehicle to MCMC 14.01 of the Code, which is based on the Department of Transportation definition.

**Proposed Text Amendments:**

~~“Inoperable motor vehicle” means any motor vehicle, which by reason of dismantling, disrepair, lack of licensing or other cause is either incapable of being propelled under its own power or is prevented by law from being propelled on a public highway.~~

**“Commercial vehicle” means any vehicle that is used or maintained for the transportation of persons for hire or compensation, or for profit, or is designed, used, or maintained primarily for the transportation of property, goods and commodities; and**

**1. Is a motor vehicle having a declared gross weight of ten thousand pounds or more; or**  
**2. Is a motor vehicle having three or more axles.**

**Issue:** The MCMC currently uses the term “inoperable vehicle” and as mentioned in Code Amendment #1 above, staff is proposing to replace inoperable vehicle with “junk vehicle.”

**Staff Recommendation:** Delete definition of “Inoperable Vehicle” in its entirety and replace with a new definition for Junk Vehicle, based on the RCW definition.

**Proposed Text Amendments:**

**“Junk Vehicle” means a vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:**

- (a) is three years old or older;**
- (b) is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield, or missing doors, hoods, wheels, tires, motor, or transmission;**
- (c) is apparently inoperable;**
- (d) has an approximate fair market value equal only to the approximate value of the scrap in it.**

**PART IV – FINDINGS, CONCLUSIONS, AND RECOMMENDATION**

The proposed amendments to the City’s Municipal Code have been prepared to be consistent with the Growth Management Act, applicable state and federal regulations, the City’s Comprehensive Plan, and the City’s development code amendment process contained in Chapter 17.38. As reflected below, the proposed amendments have been reviewed for consistency with these requirements and are found to be consistent with applicable local, state and federal regulations.

**FINDINGS AND CONCLUSIONS:**

1. In accordance with the Growth Management Act (GMA), specifically RCW 36.70A.040 and 36.70A.120, the City is required to adopt development regulations, including development regulations, to implement the City’s Comprehensive Plan.
2. In accordance with the Mill Creek Municipal Code (MCMC) Chapter 17.38, the City has the authority to initiate amendments to the code.
3. A review of the MCMC revealed that certain housekeeping amendments would clarify the Code with respect to Code Enforcement provisions and improve staff’s ability to enforce the Code.
4. In accordance to MCMC Chapter 18.04, the proposed code amendments are subject to the provisions of the State Environmental Policy Act (SEPA). The City’s SEPA Official has

determined that the proposed code amendments will not have a probable significant adverse impact on the environment. Therefore, an Environmental Impact Statement (EIS) was not required.

5. On October 23, 2018, a Determination of Non-significance (DNS) was issued on the proposed code amendments. The comment period ended November 9, 2018. No comments were received and the DNS is deemed final.
6. Pursuant to Section 14.07.030 Mill Creek Municipal Code (MCMC), notice of public hearing was posted at Mill Creek City Hall on November 6, 2018, and published in the Everett Herald on November 8, 2018. All legal requirements for public notice have been satisfied.
7. On October 23, 2018, the proposed amendments were submitted to the Washington State Department of Commerce for review, as required by RCW 36.70A.106.
8. In accordance with Chapter 35A.63 RCW and MCMC Chapters 2.04 and 14.03, the City Council is charged with the responsibility of making decisions on amendments to the existing Mill Creek Municipal Code (MCMC) regulations.
9. The proposed amendments are consistent with the City's Comprehensive Plan, the Growth Management Act, MCMC Chapter 17.38, and other applicable state and federal law, will implement the Comprehensive Plan, and will benefit the public health, safety, and welfare.

**STAFF RECOMMENDATION:**

Notwithstanding citizen testimony and revisions made by the Planning Commission in response to said testimony, staff recommends that the Mill Creek Planning Commission adopt the preceding findings and conclusions and recommend to the Mill Creek City Council adoption of the proposed code amendments set forth herein.

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**CITY OF MILL CREEK  
PLANNING COMMISSION MEETING MINUTES  
October 18, 2018**

Approved November 15, 2018

**I. CALL TO ORDER:**

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

**II. ROLL CALL:**

Chair Stan Eisner  
Vice Chair Matthew Nolan  
Commissioner Steven Maloney  
Commissioner Brian Hyatt  
Commissioner Daniel Mills  
Commissioner Jennifer Parker  
Commissioner Dennis Teschlog

Staff:  
Tom Rogers, Planning & Dev. Services Manager  
Christi Amrine, Senior Planner  
Sherrie Ringstad, Associate Planner

**III. ELECTION OF OFFICERS**

Election of Chair

**MOTION: Commission Mills nominated Stan Eisner to serve in the position of Chair, seconded by Commissioner Hyatt. The motion was approved unanimously.**

Election of Vice Chair

**MOTION: Chair Eisner nominated Matthew Nolan to serve in the position of Vice Chair, seconded by Commissioner Mills. The motion was approved unanimously.**

**III. APPROVAL OF MINUTES**

Planning Commission Meeting of January 19, 2017

**MOTION: Vice Chair Nolan moved, seconded by Commissioner Teschlog, to approve the January 19, 2017 minutes as presented. The motion was approved unanimously.**

**IV. WORK SESSION**

**Proposed Amendments to the Mill Creek Municipal Code**

Associate Planner Ringstad noted that the proposed amendments being considered by the Planning Commission this evening are related to Code Enforcement. She explained that the responsibility for enforcing the land use code was transferred from the Community Services Officer in the Police Department to the Development Services Department. Since that time several issues have come up relating to portions of the MCMC that were not clear or hard to enforce. She noted that the presentation includes a discussion of the issue, the potential solution, followed by the proposed Code language.

Planning Commission Minutes  
October 18, 2018  
Page 2

Issue #1

Ms. Ringstad noted that the MCMC prohibits inoperable vehicles from being stored in the front yard. The issue is created by the definition of inoperable vehicle, which includes vehicles without current license tabs. She stated that staff believes the intent of the Code is to prohibit junk vehicles and is proposing to replace the term inoperable vehicle with junk vehicle. This would also include adding a definition of junk vehicle.

Issue #2

Associate Planner Ringstad noted that the MCMC prohibits RVs and boats from being stored in a front yard. The Code does not allow for temporary parking for purposes of cleaning and loading. Staff is proposing adding an exception to the code to allow for temporary parking for RVs and boats for a period not to exceed 72 hours.

*Proposed Code Language*

17.22.080.B Vehicle parking.

B. No recreation vehicle, boat, trailer, or ~~inoperable~~ junk vehicle shall be parked or stored in any front yard or front yard setback area including the driveway. Exception: Recreational vehicles and boats may be temporarily parked in the front yard setback area for purposes of cleaning and/or loading for a period not to exceed 72 hours. Any vehicles stored in a side yard shall be fully screened from view from any public right-of-way; see MCMC 17.22.070.

14.01.030 – Definitions

“Junk Vehicle” means a vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:

- (a) is three years old or older;
- (b) is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield, or missing wheels, tires, motor, or transmission;
- (c) is apparently inoperable;
- (d) has an approximate fair market value equal only to the approximate value of the scrap in it.

Development Services Manager Rogers noted that the definition was taken from the RCWs.

Issue #3

Ms. Ringstad noted that the MCMC currently prohibits Commercial Vehicles in excess of 6,000 pounds total gross weight from being parked on any lot in a residential zone. She stated that the 6,000 pound distinction is unrealistic since a large truck meets this definition. Staff is recommending removing the 6,000 pound qualifier and adding a definition for Commercial Vehicle.

Issue #4

The MCMC does not currently specifically prohibit construction equipment from being parked on a residential lot. Language is proposed that would add motorized construction equipment to the list of Commercial Vehicles that cannot be parked on a residential lot, with the exception of equipment being used in conjunction with an approved construction project.

Planning Commission Minutes  
October 18, 2018  
Page 3

*Proposed Code Language*

17.22.080.C Vehicle parking.

C. Commercial Vehicles. No commercial vehicles, ~~or~~ combination of vehicle and trailer, or any type of motorized construction equipment ~~of 6,000 pounds total gross weight~~ shall be parked on any lot in a residential zone except for motorized construction equipment being used in conjunction with an approved construction project.

14.01.030 – Definitions

“Commercial vehicle” means any vehicle that is used or maintained for the transportation of persons for hire compensation, or profit, or is designed, used, or maintained primarily for the transportation of property and commodities; and

1. Is a motor vehicle having a declared gross weight in excess of ten thousand pounds; or
2. Is a motor vehicle having three or more axles.

Issue #5

Associate Planner Ringstad stated that the MCMC currently requires all buildings and structures to be maintained in original or better than original condition. This is an unrealistic expectation as well as being problematic to enforce. She said that the intent of the Code is to ensure that all buildings and structures are maintained in good repair.

*Proposed Code Language*

17.24.030 Maintenance.

- A. All buildings and other structures shall be maintained **in good repair** by the property owner ~~in original or better than original condition~~ with respect to exterior appearance and landscaping.
- B. All landscaped and open space areas and LID landscape features on or adjacent to the property, excluding public sidewalks and public rights-of-way subject to Chapter 12.06 MCMC, shall be maintained by the property owner, and shall be:
1. Kept free of litter, debris, invasive vegetation/weeds and obstructions.
  2. Maintained in a clean, neat and orderly fashion.
  3. Maintained consistent with design review board and other approved landscape plans if applicable.
  4. Kept free of inoperable vehicles.
  5. Maintained so that all deposited materials in garbage and recycle containers are wholly contained within the structure as required by MCMC 17.22.070. No litter or recyclable material shall be allowed to accumulate outside said containers. Containers shall be kept clean, free of odors and pests, shall not constitute a public nuisance and shall be maintained to meet the conditions of the design review board and/or other conditions of approval.

Commissioner Teschlog noted that the maintenance section of the Code still contains the term inoperable vehicle in item B.4 and suggested that it also be replaced with the term junk vehicle similar to the previous modification discussed.

Planning Commission Minutes  
October 18, 2018  
Page 4

IX. FOR THE GOOD OF THE ORDER

Development Services Manager Tom Rogers noted that an economic development study is currently proposed in the budget for the subarea along Mill Creek Boulevard from 164<sup>th</sup> Street to Main Street. This area is approaching a time when it may be redeveloped. He noted that there is a lot of room to work with in the right-of-way and there are both challenges and opportunities. If the Council funds the study, the Commission would be involved in creating the subarea plan. Several Commissioners were very supportive of the idea of doing a subarea plan and asked if it would be appropriate to make a recommendation to Council.

**MOTION:** Vice Chair Nolan moved that the Planning Commission make a recommendation to the City Council to fund an economic development study of the subarea south of the Town Center along Mill Creek Boulevard to 164th Street SE for the potential to enhance the City's tax base, make the best and highest use of the property, and provide more of a gathering spot. The motion was seconded by Chair Eisner and passed unanimously.

Mr. Rogers added that another item the Commission will be working on is revisions to the Code regarding Small Cell wireless facilities. The FCC recently adopted a new rule that goes into effect in January. The Small Cells aren't currently addressed in the Code and the City needs to incorporate some aesthetic standards, because we won't be able to prohibit small cell facilities in residential areas.

X. ADJOURNMENT

**MOTION:** Chair Eisner adjourned the meeting with the consensus of the Commission at 7:50 p.m.

Submitted by:



\_\_\_\_\_  
Sherrie Ringstad, Associate Planner

**CITY OF MILL CREEK  
PLANNING COMMISSION MEETING MINUTES  
November 15, 2018**

Approved January 17, 2019

**I. CALL TO ORDER:**

Chair Eisner called the meeting to order at 7:02 p.m.

**II. ROLL CALL:**

Chair Stan Eisner  
Vice Chair Matthew Nolan  
Commissioner Steven Maloney  
Commissioner Brian Hyatt (absent)  
Commissioner Daniel Mills  
Commissioner Jennifer Parker (absent)  
Commissioner Dennis Teschlog (absent)

Staff:  
Tom Rogers, Planning & Dev. Services Manager  
Sherrie Ringstad, Associate Planner

**III. APPROVAL OF MINUTES**

Planning Commission Meeting of October 18, 2018

**MOTION: Vice Chair Nolan moved, seconded by Commissioner Maloney, to approve the October 18, 2018 minutes as presented. The motion was approved unanimously.**

**IV. PUBLIC HEARING**

**Proposed Amendments to the Mill Creek Municipal Code (MCMC)**

Associate Planner Ringstad noted that the proposed amendments being considered by the Planning Commission this evening are related to Code Enforcement. She explained that the responsibility for enforcing the land use code was transferred from the Community Services Officer in the Police Department to the Development Services Department. Since that time several issues have come up relating to portions of the MCMC that were not clear or hard to enforce. She officially entered into the record Planning Commission Resolution 2018-165 with the attached staff report, the staff PowerPoint and any public testimony received. Ms. Ringstad noted that the City Attorney has reviewed and approved the proposed amendments. The Commission received a presentation and thoroughly discussed the proposed amendments in study session last month and the Commission's suggestions have been incorporated into the Planning Commission's recommendation to the City Council. She asked if the Commission would like to hear the staff presentation again and the Commission declined.

Chair Eisner opened the public hearing at 7:05 p.m. No public was present, so Chair Eisner closed the public testimony portion of the hearing and opened the floor for Commission deliberation and/or a motion.

**MOTION: Commissioner Mills moved, seconded by Commissioner Maloney, to adopt Resolution 2018-165 recommending approval to the City Council of the proposed Code**

Planning Commission Minutes  
November 15, 2018  
Page 2

**Enforcement amendments to the Mill Creek Municipal Code as contained in the staff report. The motion was approved unanimously.**

V. WORK SESSION

Development Services Manager Tom Rogers mentioned that Code Amendments related to 5G Wireless Facilities will be on the Commission's work program in the coming months. He explained that staff recently viewed a PowerPoint on small cell wireless facilities prepared by Ogden, Murphy Wallace, the City's attorney's office. Elana Zana is the lead attorney on this issue and staff has been in communication with her. Mr. Rogers stated that the presentation contains an introduction to the topic that he believes will be beneficial for the Commission.

Following the presentation, the Commission briefly discussed the topic of small cell code amendments. Development Services Manager Rogers stated that there are a lot of issues to consider from the procedural process, to fees, to the aesthetic issues. He stated that we will need advice from the attorney, and our options will be limited by the FCC regulations.

VI. FOR THE GOOD OF THE ORDER

Associate Planner Ringstad asked the Commissioners to send her confirmation that they have completed the Short Course on Local Planning. She stated that she needs to track the training so she can give the Commissioners a reminder in four years when it is time to take a refresher. Ms. Ringstad said that she would send a reminder email with a link to the training just in case anyone still needs to take the training.

VII. ADJOURNMENT

**MOTION:** Chair Eisner adjourned the meeting with the consensus of the Commission at 8:05 p.m.

Submitted by:

  
\_\_\_\_\_  
Sherrie Ringstad, Associate Planner



# Proposed Code Amendments Relating to Code Enforcement

February 19, 2019

# Background

- Responsibility for Code Enforcement assigned to Development Services.
- Certain aspects of the existing Code can be difficult to enforce.
- Amendments are proposed to clarify and make it easier to enforce.
- City Attorney has reviewed the proposed amendments.





# Planning Commission Review

- Reviewed in Study Session.
- Public Hearing – November 15, 2018.
- Adopted Resolution 2018-165 recommending approval of the proposed amendments to the City Council.



# Issue #1

- The MCMC currently prohibits inoperable vehicles from being stored in a driveway.
- The MCMC currently defines an inoperable vehicle as a vehicle that because of disrepair or lack of licensing is incapable or prevented by law from being propelled on a public highway.



# Proposed Amendment #1

- Replacing the term inoperable vehicle in 17.22.080.B with junk vehicle and providing definition of junk vehicle.
- Add exception to allow temporary parking of RVs and boats for purposes of loading and/or cleaning for a period of 72 hours.



# Proposed Code Language #1

17.22.080.B No recreation vehicle, boat, trailer, or ~~inoperable~~ **junk** vehicle shall be parked or stored in any front yard or front yard setback area including the driveway. **Exception: Recreational vehicles and boats may be temporarily parked in the front yard setback area for purposes of cleaning and/or loading for a period not to exceed 72 hours...**



## Proposed Code Language #4

“Junk Vehicle” means a vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:

- Is three years old or older;
- Is extensively damaged, such damage including but not limited to any of the following: a broken window or windshield, or missing wheels, tires, motor, or transmission;
- Is apparently inoperable;
- Has an approximate fair market value equal only to the approximate value of the scrap in it.

## Issue #2

- The MCMC prohibits Commercial Vehicles in excess of 6,000 pounds from being parked on a residential lot in a residential zone.
- The 6,000 pound limit is unrealistic.



# Proposed Amendment #2

- Remove the 6,000 pound qualifier and add a definition of Commercial Vehicle.
- Change 6,000 pounds in Home Occupation regulations to 10,000.
- Add a provision prohibiting motorized construction equipment from being stored on a residential lot.



## Proposed Code Language #2

17.22.080.C Commercial Vehicles: No commercial vehicles, or combination of vehicle and trailer of ~~6,000 pounds total gross weight~~, or any type of motorized construction equipment shall be parked on any lot in a residential zone except for motorized construction equipment being used in conjunction with an approved construction project.





# Proposed Code Language #2

## 17.23.060.I Minimum Standards

I. All parking shall be off-street, and shall be accommodated by the on-site garage and driveway. Gross vehicle weight of any one vehicle shall not exceed ~~6,000~~ **10,000** pounds.



# Proposed Code Language #4

“Commercial vehicle” means any vehicle that is used or maintained for the transportation of persons for hire compensation, or profit, or is designed, used, or maintained primarily for the transportation of property and commodities; and

- Is a motor vehicle having a declared gross weight in excess of ten thousand pounds; or
- Is a motor vehicle having three or more axles.



## Issue #3

- The MCMC currently requires all buildings to be maintained in original or better than original condition.



# Proposed Amendment #3

- The intent of the MCMC is to ensure that all buildings are maintenance in good repair.



# Proposed Code Language #3

17.24.030.A All buildings and other structures shall be maintained **in good repair** by the property owner ~~in~~ ~~original or better than original~~ ~~condition~~ with respect to exterior appearance and landscaping.



# Staff Recommendation

- Adopt the draft ordinance approving the proposed amendments.





Agenda Item # E  
Meeting Date: February 19, 2019

**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: EXPLORATION PARK PROJECT - CONSTRUCTION MANAGEMENT AND INSPECTION (PROFESSIONAL SERVICES CONTRACT)**

**PROPOSED MOTION:**

Motion to authorize the City Manager to execute a contract with KPFF Consulting Engineers for construction management and inspection services for the Exploration Park Project in an amount not to exceed \$98,374.

**KEY FACTS AND INFORMATION SUMMARY:**

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

In December 2017, staff advertised a Request for Qualifications (RFQs) for a constructability and bid-ability review of the Exploration Park plans, specifications and estimate (PS&E) and construction administration and inspection services. The City received only one RFQ and it was from KPFF Consulting Engineers. The consultant was interviewed and selected.

- a) Constructability and bid-ability review of the design Plans, Specifications and Estimate (PS&E) –Completed by KPFF in March 2018 in preparation for the first time the project was advertised in April 2018.
- b) Construction administration and inspection services

The project was advertised a second time in November 2018. At the December 11, 2018 Council Meeting, Council awarded the Exploration Park construction contract to McClure and Sons, Inc. in an amount not to exceed \$1,024,944.77 to include Schedule A (Base Bid), Schedule B (Hillside Play) and Schedule C (Play Area).

Per the adopted 2019-2024 Capital Improvement Plan, the construction phase budget is \$1,300,000. This includes a \$100,000 contribution by Snohomish County for a new playground structure. The construction phase total cost is estimated at \$1,250,813.25 (Table 1).

Table 1. Construction Phase Total Cost Estimate

<b>Item</b>	<b>Contract</b>	<b>Amount</b>
1	McClure and Sons, Inc.	\$1,024,944.77
2	KPFF (this contract)	\$98,374
3	MIG/SVR (design support)	\$25,000
4	Contingency (10%)	\$102,494.48
Total		\$1,250,813.25

The total construction contract time is 100 working days and construction is planned to begin in Spring 2019 when temperatures are more conducive for grading and excavation (Table 2).

Table 2. Construction Timeline

<b>Timeline</b>	<b>Project Milestones</b>
December 2018	Council award construction project (McClure and Sons, Inc.)
March/April 2019	Begin construction
October /November 2019	Construction completion (open to public)

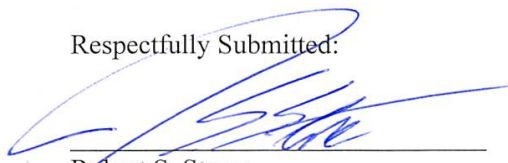
**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to execute a contract with KPFF Consulting Engineers for construction management and inspection services for the Exploration Park Project in an amount not to exceed \$98,374.

**ATTACHMENTS:**

Contract 2019-\_\_\_ Professional Services – KPFF Consulting Engineers

Respectfully Submitted:

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



**CONTRACT 2019 – CONSTRUCTION MANAGEMENT AND INSPECTION  
SERVICES FOR EXPLORATION PARK**

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

**1. Parties**

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and KPFF Consulting Engineers, a corporation organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue Seattle, WA 98101 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

**2. Recitals**

2.1 The City desires to retain the Consultant to perform certain professional services related to Construction Management and Inspection for Exploration Park (the "Project").

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

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

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

**3. Scope of Work**

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

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

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

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

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

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

**4. Period of Performance**

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31st, 2019 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

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

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

**5. Administration and Supervision**

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

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

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

5.2.2 Process for Adding or Removing Key Subconsultants

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

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

5.2.3 Process for Adding or Removing Key Personnel

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

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

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

5.2.4 City May Request Removal of Subconsultant or Personnel. The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

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

**6. Changes in Work**

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

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

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

**7. Responsibility of the Consultant**

**7.1 Standard of Care**

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

compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

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

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

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

**7.2 Maintenance of Project Documentation**

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

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

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

**8. Deliverables**

8.1 In the performance of this Agreement, the Consultant shall to the extent practicable prepare a design that provides for maximum use of structures, machines,

products, materials, construction methods, and equipment that are readily available through competitive procurement, through standard or proven production techniques, methods, and processes, or comprise standard material or products identified by the City.

8.2 The Consultant shall not produce a design that would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a single source, unless the Consultant has first provided a written justification for the use of a single source and the City concurs.

8.3 The Consultant shall not produce a design that would be restrictive or is written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements (other than those based upon performance), unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment, in which case the Consultant shall first provide a written justification for the use of such design or specification and the City concurs.

8.4 When one or more brand names or trade names of comparable quality or utility are listed the words "or approved equal" shall follow the brand name(s) and the salient characteristics shall be identified.

**9. Commencement and Monthly Reports**

9.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

9.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

**10. Compensation**

10.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of \$98,374, including applicable state taxes ("Total Price"). The Total Price

is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed amendment.

10.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

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

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

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

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

10.3.1 Satisfactory completion of all of the Work;

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

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

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

**11. Termination of Agreement**

**11.1 Termination for Default**

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

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

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

11.2 Termination for Convenience

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

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

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

11.3 Consultants Duties Upon Termination

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

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



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

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

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

**12. Ownership and Use of Documents**

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

12.2 To the extent it is determined any other records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this agreement.

**13. Third-Party Claims and Disputes**

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

of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

**14. Audit and Access to Records**

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

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

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

**15. Legal Relations**

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

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

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

**16. Indemnification and Insurance**

16.1 Indemnification.

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

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

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

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

16.2 Insurance.

16.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

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

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

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

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

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

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

responsible for providing notice in accordance with the terms of this provision.

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

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

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

**17. Disputes and Remedies**

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

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

17.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

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

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

**18. Notice**

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

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

KPFF Consulting Engineers  
1601 Fifth Avenue Seattle, WA 98101  
206-382-0600 (p)

**19. General Terms**

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

19.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

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

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

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

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

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


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

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

**CITY OF MILL CREEK**

**KPFF**

\_\_\_\_\_  
Bob Stowe, Interim City Manager

  
Rob Price, Associate

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

Date: 2/4/2019

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Scott Missall, City Attorney



## EXHIBIT A

KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101 | O 206.382.0600

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**Scope of Work – CONTRACT TWO**

**Project:** Construction Management for Exploration Park  
**Owner:** City of Mill Creek  
**Prime Consultant:** KPFF Consulting Engineers, Inc.

**PROJECT DESCRIPTION**

KPFF will be providing Construction Management and Inspection Services for the City of Mill Creek’s Exploration Park project. Exploration Park is located on an existing 1.2 acre park site which is currently an irrigated grass area surrounded by landscaping beds. The design will include a new walking path along the park perimeter, play equipment as well as natural play features like large logs, climbing rocks, a tunnel through a berm and a slide built into the berm, park benches, new shade trees, and maintain roughly half the park area as an open informal play lawn. The project also includes drainage improvements to address current lawn area drainage issues and incorporate a new swale and rain garden feature.

KPFF’s role for this project is split into multiple contracts – this is the second of two known contracts.

**TEAM MEMBER ROLES**

**Rob Price** will serve as Construction Program Manager. Rob will oversee the construction management and inspection program for this project. He will be available to provide guidance and backup for our services.

**Brianna Navarro** will serve as Construction Project Manager. Brianna will be the main point of contact. Brianna will handle document management, pay application review and recommendation, construction meeting facilitation, and playground equipment inspection. Brianna is certified as a CPSI for inspection of playground equipment.

**Thadd Zehnder** will serve as Lead Inspector. Thadd will oversee day to day work and will be primarily in charge of inspection and coordination of testing as necessary. Thadd will be available for construction meetings and will assist Brianna with pay application review.

**Project Controls and Admin** will review and coordinate contract terms with KPFF insurance and risk management groups, build project files, edit and format for consistency of deliverables, and process monthly billings.

**CAD Technician** will produce the CAD as-builts. Prior to producing the drawings, KPFF shall be provided the relevant necessary files as detailed in the CAD section to follow in this scope.

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**PROJECT SCHEDULE**

The project schedule and associated construction management budget are based upon the Contractor obtaining Physical Completion within 100 working days of Notice to Proceed, as defined in the contract provisions. It is anticipated that the Contract Time will commence by May 2019.

**ASSUMPTIONS**

This proposal incorporates anticipated level of effort for construction observation part time approximately three (3) days a week during a 100 day, eight (8) hour working day construction contract plus (1) week preconstruction services prior to the start of construction and (2) weeks after Physical completion for contract closeout activities, and administrative services throughout.

Project meetings include (1) preconstruction conference and (20) weekly construction progress meetings. Consultant assumes all meetings will be held at Mill Creek City Hall or a nearby location. Consultant anticipates leading all meetings including development and distribution of agendas and minutes.

Document control, including but not limited to Submittals, RFIs, and Change Management Documents (field directives, change negotiation plans, independent cost estimates, recommendation for payment, etc.). Services identified include tracking, routing, review and action.

Consultant assumes that the Engineer of Record has been retained for design specific construction support services including review and response to design submittals and RFIs.

Consultant anticipates tracking certified payroll submittals but does not anticipate auditing or performing wage interviews with laborers.

Consultant assumes no on-site office space and will conduct work from our own Everett office.

**SCOPE OF WORK**

The following is a scope of work for Contract 2 of the project.

**TASK ONE – PROJECT MANAGEMENT**

**1.1 – Project Management and Contract Administration**

KPFF will manage the contractual relationship with the City of Mill Creek, subconsultants, other contractors in the vicinity of the project, and coordinate monthly billings.

KPFF will provide Construction Management and point of contact for the City and Contractor. Provide interpretation of the plans and contract provisions and verify conformance with these documents, in conjunction with the design team. Provide coordination of the inspection staffing and subconsultants that comprise the construction management team.

Review and monitor the Contractor’s construction plan / schedule and track contract working days with respect to contract requirements and changes.

Facilitate communications and maintain an accurate record of correspondence with the City, Contractor and stakeholders. Prepare and distribute correspondence to the City, Contractor and stakeholders, as needed.

The Consultant will also develop project controls specific to this contract including logs and posted working documents.

**TASK TWO – PRE-CONSTRUCTION SERVICES**

**2.1 – Pre-construction Meeting**

The City will provide the meeting location for the pre-construction meeting. The Consultant will attend and facilitate the pre-construction meeting. The Consultant will also prepare and distribute the meeting minutes to the stakeholders.

**TASK THREE – CONSTRUCTION SERVICES**

**3.1 - Field Reports / Documentation**

Review and compile the daily construction inspection reports, including but not limited to photo documentation, playground inspection, and traffic patterns for each aspect of the construction activity. Thadd will be the primary inspector and Brianna will supplement as needed and provide inspection of playground equipment.

**3.2 – Weekly Progress Meetings**

Prepare agenda and facilitate weekly construction meetings with the Contractor during steady periods of construction activity. Prepare and distribute the meeting minutes to the City, Contractor and stakeholders.

**3.3 – Submittal Review / Recommendations**

Distribute to engineer/architect of record or review Contractor shop drawings, product information and material samples prior to construction for conformance with the Plans and Contract Provisions. Develop, update and manage a log of submitted documents.

**3.4 - Changed Conditions / RFI / Change Orders**

Review Contractor Request for Information (RFI) and design change requests. Evaluate them with the design team and provide recommendations to the City for action. Provide written response to Contractor RFIs. Prepare and process construction field authorizations and resultant change orders. Track changes to the approved Plans and Contract Provisions.

**3.5 - Contractor Payment Applications**

Develop, review and approve progress payment applications. Make a recommendation and submit required paperwork to the City for payment to the Contractor.

**3.6 - Site Construction Observation**

Monitor and document the Contractor's daily activities. Monitor and document the Contractor's work for compliance with plans and contract provisions. Provide copies of the daily reports to the City, Contractor and stakeholders, indicating the status and compliance of the Contractor's work with the Plans and Contract Provisions.

Observe traffic patterns during construction.

Observe the technical conduct of the construction, including providing day-to-day contact with the construction Contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents.

Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction Contractor of noncompliance. Advise the City of all non-conforming work observed during site visits.

Interpret Contract Documents, in coordination with Designer.

Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.

Establish communications with adjacent property owners. Respond to questions from property owners and the general public.

Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.

**3.7 - On-Site Materials Testing / Inspection**

Coordinate materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform City and construction Contractor of deficiencies.

Document and log special inspection locations, dates and results.

**TASK FOUR – CONTRACT CLOSEOUT AND RECORD DOCUMENTS**

**4.1 - Substantial Completion / Final Inspection / Physical Completion**

Facilitate the project completion process by performing inspections of work and making a determination of Substantial Completion. Develop a written list of remaining deficiencies and provide the punch list to the Contractor for corrective actions. Coordinate with the Contractor for the Operational Testing of all mechanical, electrical, irrigation systems / machinery and other systems identified in the Plans and Contract Provisions.

Upon notification from the Contractor of completion of the punch list items and Operational Testing, perform a Final Inspection. Once any corrective measures are satisfactorily completed and inspected, make a recommendation to the City for the project Physical Completion Date.

**4.2 - Record Drawings**

Compile and deliver to the City a set of Record Drawings based upon red-lines provided by the Contractor. The Contractor shall be responsible for the content and accuracy of the provided information. KPFF will produce the CAD as-builts.

Prior to producing the drawings, KPFF shall be provided the ZIP file (e-transmitted from AutoCAD) of the latest and most current design drawings, their references (XREFs), and all associated configuration files (including CTB pen file).

**4.3 - Project Closeout Documentation / Completion Date**

Complete and compile project closeout documents including final payment contract voucher, QC reports, O & M manuals, inspection reports, permit closeout, and Contractor review forms. Compile all documentation from the Contractor required by the contract and governing laws. Once the documentation is accepted, provide a written final acceptance / contract completion letter to the City.



## **EXHIBIT B**

KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101 | O 206.382.0600

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**EXHIBIT B**



**Project:** Construction Management for Exploration Park

**Owner:** City of Mill Creek

**Prime Consultant:** KPFF Consulting Engineers, Inc.

**PROJECT SCHEDULE**

The Contractor will provide the schedule for the construction work. The project schedule and associated construction management budget are based upon the Contractor obtaining Physical Completion within 100 working days of Notice to Proceed, as defined in the contract provisions. It is anticipated that the Contract Time will commence by May 2019.

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## EXHIBIT C

[KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101 | O 206.382.0600](#)

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### Attachment: Fee Schedule

City of Mill Creek  
 Construction Management Services for Exploration Park  
 Engineering Fee Estimate Schedule - Contract 2  
 Mill Creek, WA 98012



2/4/2019

Task	Work Item	Program Manager	Project Manager	Lead Inspector	CAD Technician	Construction Inspector	Project Controls	Admin	Total Cost by Task
		Rob Price	Brianna N	Thadd Z	TBD	Brianna N	Demaree T	Angie G	
1	<b>Project Management</b>								<b>\$11,360</b>
1.1	Project Management and Contract Administration	12	40	0	0	0	12	24	\$11,360
2	<b>Pre-construction Services</b>								<b>\$540</b>
2.1	Pre-construction Meeting	0	2	2	0	0	0	0	\$540
3	<b>Construction Services</b>								<b>\$71,460</b>
3.1	Field Reports / Documentation	0	0	65	0	40	0	0	\$12,850
3.2	Weekly Progress Meetings	0	40	20	0	0	0	0	\$8,200
3.3	Submittal Review	0	6	2	0	0	0	0	\$1,100
3.4	Changed Conditions / RFIs / Change Orders	2	8	2	0	0	0	0	\$1,750
3.5	Contractor Payment Applications	0	12	2	0	0	0	0	\$1,940
3.6	Site Construction Observation	4	0	240	0	120	0	0	\$45,140
3.7	On-Site Materials Testing / Inspection	0	0	2	0	2	0	0	\$480
4	<b>Contract Closeout and Record Drawings</b>								<b>\$6,650</b>
4.1	Substantial Completion / Final Inspection / Physical Completion	2	4	4	0	0	0	0	\$1,450
4.2	Record Drawings	0	0	2	40	0	0	0	\$4,660
4.3	Project Closeout Documentation / Completion Date	0	2	2	0	0	0	0	\$540
	Total Hours	20	114	343	40	162	12	24	
	Fee Schedule	\$185	\$140	\$130	\$110	\$110	\$115	\$90	
	Sub Totals	\$3,700	\$15,960	\$44,590	\$4,400	\$17,820	\$1,380	\$2,160	

Expenses	\$200.00
Travel	\$0
Reproduction	\$200
Field Equipment	\$0
<b>KPFF Total Base Scope Estimated Fees - To be billed Hourly</b>	<b>\$90,210</b>

<b>Total Proposed Fee for KPFF Services</b>	<b>\$90,210</b>
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<b>Geotechnical Inspection (Robinson Noble)</b>	<b>\$5,900</b>
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<b>Special Inspection and Testing (AAR Testing)</b>	<b>\$2,264</b>
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<b>Total Proposed Fee for all Services</b>	<b>\$98,374</b>
--	-----------------

KPFF Consulting Engineers



**KPFF CONSULTING ENGINEERS**  
*Special Projects Division*

**FEE SCHEDULE**  
 for  
**PROFESSIONAL ENGINEERING SERVICES**

*Rates are effective January 1, 2018  
 and are subject to change January 1, 2020.*

**Personnel Charges**

	Principal	\$210/hour
	Senior Project Manager	\$200/hour
Rob Price	Project Manager	\$185/hour
	Senior Technical Specialist	\$195/hour
	Senior Engineer	\$165/hour
	Professional Engineer	\$145/hour
Brianna Navarro	Construction Project Manager	\$140/hour
Thadd Zehnder / TBD Engineer	Design Engineer	\$130/hour
	Designer	\$110/hour
	Sr. CAD Technician	\$125/hour
	CAD Technician	\$110/hour
TBD	Project Coordinator	\$115/hour
	Administration	\$80/hour

**Reimbursable Expenses**

Non-salary costs such as charges for express mail, delivery, photography, reproduction, automobile mileage, parking and client-directed out-of-town travel shall be reimbursed at cost without mark-up.



## **EXHIBIT D**

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**EXHIBIT D**

**Project:** Construction Management for Exploration Park

**Owner:** City of Mill Creek

**Prime Consultant:** KPFF Consulting Engineers, Inc.

**KEY SUBCONSULTANT LIST**

KPFF proposes to use the following subconsultants:

- Robinson Noble, Geotechnical Testing
- AAR Testing, Special Inspections
- Pacific CM, supplementary general inspection
  - Currently not anticipated
  - If used, will account for no more than 10% of inspection

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## EXHIBIT E

KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101 | O 206.382.0600

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**EXHIBIT E**



**Project:** Construction Management for Exploration Park

**Owner:** City of Mill Creek

**Prime Consultant:** KPFF Consulting Engineers, Inc.

**KEY PERSONNEL LIST**

Key personnel for this project are as follows:

- Brianna Navarro, Project Manager and CPSI, KPFF
- Rob Price, Program Manager, KPFF
- Thadd Zehnder, Lead Inspector
- Demaree Trull, Project Controls
- Angie Gangon, Administrator

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## EXHIBIT F

KPFF | 1601 Fifth Avenue, Suite 1300 Seattle, WA 98101 | O 206.382.0600

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Client#: 25326

KPFFINCO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/21/2018

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

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

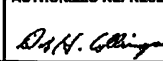
<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Katie Kresner <b>PHONE (A/C, No, Ext):</b> 770.552.4225 <b>FAX (A/C, No):</b> 866.550.4082 <b>E-MAIL ADDRESS:</b> Katie.Kresner@greyling.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : The Continental Insurance Company	35289	INSURER C : Lloyds of London		INSURER D :		INSURER E :		INSURER F :
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INSURER A : National Union Fire Ins. Co.	19445													
INSURER B : The Continental Insurance Company	35289													
INSURER C : Lloyds of London														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> KPFF, Inc. 1601 5th Ave Suite 1600 Seattle, WA 98101														

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL5268336	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9775930	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			6050399824	10/10/2017	04/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC022298245 (AOS) WC022298244 (CA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional/ Pollution Liab			B0146LDUSA1804384	10/10/2018	10/10/2019	Per Claim \$10,000,000 Aggregate \$10,000,000 SIR \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Construction Management for Exploration Park Contract 2018, KPFF Job 1800007. The City of Mill Creek is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

<b>CERTIFICATE HOLDER</b> City of Mill Creek City Engineer 15728 Main Street Bothell, WA 98012-0000	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Agenda Item # F  
Meeting Date: February 19, 2019

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

**AGENDA ITEM:    RATIFICATION OF PROCLAMATION OF LOCAL EMERGENCY**

**KEY FACTS AND INFORMATION SUMMARY:**

The City Manager issued a Proclamation of Local Emergency at approximately 7:30 am, Monday, February 11, 2019 in recognition of the local and regional winter storm event that was causing hazardous conditions and significant impact to the City of Mill Creek. The severity of the winter storm event was determined to be beyond the capability of local resources.

The City's Comprehensive Emergency Management Plan allows the City Manager to issue such proclamations provided that it is ratified by the City Council as soon as practical following the emergency.

The Proclamation allowed the City to quickly obtain outside resources (private contractor) to plow and sand City streets. The Proclamation is also a prerequisite for any available State funding for response efforts.

The Proclamation of Local Emergency will remain in effect until terminated by the City Manager or rejected by the City Council.

**CITY MANAGER RECOMMENDATION:**

Council ratification of the Proclamation of Local Emergency issued by the City Manager on February 11, 2019.

**ATTACHMENTS:**

- Proclamation of Local Emergency

Respectfully Submitted:

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

# *Proclamation*

**WHEREAS**, the City Manager of the City of Mill Creek has determined that the local and regional storm event is causing hazardous conditions and significant impacts in the City of Mill Creek; and,

**WHEREAS**, the winter storm event has created conditions of extreme peril to the safety of persons and property that exist in Mill Creek; and,

**WHEREAS**, all available resources are committed to winter storm work; and,

**WHEREAS**, the City requires supplemental assistance; and,

**WHEREAS**, the severity of this winter event is beyond the capability of local resources.

**NOW THEREFORE**, the City Manager for the City of Mill Creek does hereby proclaim the severe winter storm event constitutes an emergency as defined by the City of Mill Creek Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted under Chapter 38.52.070 RCW.



Signed this 11<sup>th</sup> day of February 2019

A handwritten signature in blue ink, appearing to read "Robert S. Stowe". The signature is fluid and cursive.

Robert S. Stowe, Interim City Manager



Date: February 19, 2019

A/P Check Batches		
Dated	Check Numbers	Amount
12/26/2018	ACH Debit-Dept of Rev-Sales Tax	\$1,118.17
12/31/2018	59686-59761	\$1,392,881.94
01/16/2019	ACH-Union 76 Fleet-Dec	\$4,719.86
01/18/2019	59762	\$2,083.30
01/24/2019	59763-59811	\$360,422.26
01/25/2019	ACH Debit-Dept of Rev-Sales Tax	\$5,342.41
<b>Total</b>		<b>\$1,766,567.94</b>

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 59686 through 59811, and ACH in the amount of \$1,766,567.94.

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

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Councilmember

\_\_\_\_\_

Finance Director

\_\_\_\_\_

Interim City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval1.doc

**Business Licensing and Taxes**

<< My DOR Services

**Return Payment**

Welcome, Sandra Kottke   Settings   Help   Log Out

Home   **Excise Return for 600-598-011 - 11/30/2018**   Nov-30-2018   Return Payment

**Return Payment**

CITY OF MILL CREEK  
600-598-011

**Excise Tax**  
600-598-011

Nov-30-2018

**\$1,118.17**

**Applies To**

Nov-30-2018

**History**

1,118.17

Source : ACH Debit

Posted : Dec-26-2018

Received : **Dec-26-2018**

Contact us

View Support ID



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RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online  
City of Mill Creek

Report Date: 01/15/2019  
Report Time: 03:53:16 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01      Effective Date: 01/16/2019  
 ACH ID: 2911225895      Batch Sequence: 1  
 Application Name: CCD Payments and Collections      Database Name: 76  
 Batch Status: Released      Created By: SANKOTTKE  
 Released By: SANKOTTKE

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
76 FLEET WEX BANK	0201-00-1059153	\$4,719.86	C	071000288	4539508	C	

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$4,719.86	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$4,719.86	1
Prenotes	\$0.00	0

Business Licensing and Taxes

<< My DOR Services

Return Payment

Welcome, Sandra Kottke Settings Help Log Out

Home	Excise Tax	Excise Return for 600-598-011 - 12/31/2018	Dec-31-2018	Return Payment
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Return Payment

Applies To

History

CITY OF MILL CREEK  
600-598-011

Dec-31-2018

5,342.41

Source : ACH Debit

Excise Tax  
600-598-011

Posted : Jan-25-2019

Dec-31-2018

Received : Jan-25-2019

\$5,342.41

Contact us

View Support ID



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**Accounts Payable**

Checks by Date - Detail by Check Date

User: Jodieg  
 Printed: 2/7/2019 1:13 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59686	AWC 01/2019	AWC Employee Benefit Trust R Polizzotto COBRA-January Payment	12/31/2018		1,282.96
			Total for Check Number 59686:	0.00	1,282.96
59687	HARBORPC No. 6	Harbor Pacific Contractors, Inc 35th Ave Reconstruction 11/04-12/01	12/31/2018		843,532.48
			Total for Check Number 59687:	0.00	843,532.48
59688	KAGENCON Retainage	K-A General Construction Cont. Retainage-2016 Police Locker Rooms-Tenant In	12/31/2018		4,184.16
			Total for Check Number 59688:	0.00	4,184.16
59689	911SUPPL 64469 IN-11089 IN-11091 IN-11112 IN-12038 IN-12079 IN-12464	911 Supply Inc Shipping Chgs-Uniform Patches to Pigskin 2-Shield/ Custom Badges-Building Official 1 - L/S Shirt-G Elwin 27 Hero Stripes Body Armor Vest-T Bittinger Body Armor Vest-S Eastman 2 - Polo Shirts w/Embroidery-T Hoflack	12/31/2018		13.04 220.80 49.67 37.13 949.44 963.79 154.54
			Total for Check Number 59689:	0.00	2,388.41
59690	ADI TF851K01 TF852C01	ADI High Gain Directional Antenna-Library High Gain Directional Antenna-CHN	12/31/2018		251.47 251.47
			Total for Check Number 59690:	0.00	502.94
59691	ADPLLC 527776261	ADP, LLC ADP Payroll Services-Workforce Now 12/31	12/31/2018		386.55
			Total for Check Number 59691:	0.00	386.55
59692	Alexande 0000021487	Alexander Gow Fire Equipment IT Server Room Fire Suppression System	12/31/2018		20,148.00
			Total for Check Number 59692:	0.00	20,148.00
59693	ALEXPRCO 58299	Alexander Printing Company Inc 500 Business Cards-T Justice & C Amrine	12/31/2018		165.60
			Total for Check Number 59693:	0.00	165.60
59694	BANKCARI 1 10 11	Bank of America MyBuildingPermit.com Monthly Fee Hard Hats, Heavy Duty Rain Jacket-PW Armory Cleaning Supplies, AR-15 Armers Vice,	12/31/2018		59.95 231.82 260.64

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12		Door Sweep-PD			16.16
13		Forest Pest Control-M Harbison			70.00
14		Treated Posts-Street Sign			155.93
15		18 Inch Galv Pipe-Library Fire System			29.39
2		Postage-Operation Paperback			226.60
3		3 Boxes Postage Meter Tape			42.90
4		Chainsaw Sharpener, Wedge Chain Saw, Saw W			197.21
5		Canine Liability 360 01/22 & 01/23-R Fleming &			530.00
6		Coin Envelopes-Property Room			16.81
7		Mouse Traps-CHS			78.54
8		Safety Lights-PW1			248.90
9		Postage			60.30
				Total for Check Number 59694:	0.00 2,225.15
59695	BANKCR16 1	Bank of America Ethical Considerations in Local Government-C A	12/31/2018		35.00
				Total for Check Number 59695:	0.00 35.00
59696	BANKCR25 1 2 3 4/5 6	Business Card Credit-Champion Sports Heavy Nylon Lanyard- Postage-Operation Gratitude-Mailed to Military Champion Sports Heavy Nylon Lanyard-12 Pack 26 Referee Uniforms/2-12 Pack Whistles Lanyar Parking 12/18-Historical Preservation Project-J I	12/31/2018		-15.98 404.78 15.98 656.76 6.00
				Total for Check Number 59696:	0.00 1,067.54
59697	BANKCR26 1 2 3	Business Card Economic Alliance-State of Everett Address-M 1 Ethical Considerations for Local Government Of Assoc of Sno Co Cities & Towns Membership R	12/31/2018		35.00 35.00 200.00
				Total for Check Number 59697:	0.00 270.00
59698	BANKCR27 1 2	Business Card Vehicle Repair Estimate-Car #10 IACP Membership Dues-S Eastman	12/31/2018		255.90 150.00
				Total for Check Number 59698:	0.00 405.90
59699	CMHEAT 175044	C M Heating Inc Refund Permit No. B2018-0773-Customer Canc	12/31/2018		43.26
				Total for Check Number 59699:	0.00 43.26
59700	CDW QJZ8248 QKW5070	CDW Government 10-Additional Licenses-Exchange Email Migrati APC Replacement Battery-PD Battery Backup	12/31/2018		148.38 50.78
				Total for Check Number 59700:	0.00 199.16
59701	CedarVis Rec #142853	Cedar Vista LLC Refund Street Deposit - RW2016-0220	12/31/2018		1,000.00
				Total for Check Number 59701:	0.00 1,000.00
59702	CITYBELL 34179	City of Bellevue MBP Surcharge-Qtr 4, 2018	12/31/2018		2,093.25



# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59702:	0.00	2,093.25
59703	CITYLYN 15046	City of Lynnwood Jail Room & Board-Nov 2018	12/31/2018		668.00
			Total for Check Number 59703:	0.00	668.00
59704	CODPUBCO 62240	Code Publishing Company MC Municipal Code-Web Update 12/28-Ord 201	12/31/2018		189.85
			Total for Check Number 59704:	0.00	189.85
59705	CSA RW2017-0035	CSA Mill Creek Real Estate LLC Refund Street Deposit - RW2017-0035	12/31/2018		29,945.00
			Total for Check Number 59705:	0.00	29,945.00
59706	ADLFSASC 142735	ESA Prof Serv-Support for City Projects-12/01-12/31	12/31/2018		62.50
			Total for Check Number 59706:	0.00	62.50
59707	Yasovard Rec #174766	Yasovardhan Eswarawaka Refund Passport Fees-Yasovardhan Eswarawaka	12/31/2018		70.00
			Total for Check Number 59707:	0.00	70.00
59708	EVERGTEC 14896	Evergreen Technologies Inc Install 1 cat 6 to 3 WAPS-City of MC WAPS	12/31/2018		855.60
			Total for Check Number 59708:	0.00	855.60
59709	Faro 90556994	Faro Technologies, Inc FARO Laser Scanner S/N# LLS081813539/VR 1	12/31/2018		41,729.11
			Total for Check Number 59709:	0.00	41,729.11
59710	FELDMAJ December 2018	Feldman & Lee, P.S. Public Defender Contract Flat Fee-Dec	12/31/2018		9,000.00
			Total for Check Number 59710:	0.00	9,000.00
59711	GRYOSBRN 9	Gray & Osborne Inc Prof Serv-35th Ave Recon CM & Insp 11/11-12/1	12/31/2018		48,351.35
			Total for Check Number 59711:	0.00	48,351.35
59712	SNOCOHU 1000492335	Snohomish County Human Services Dept. 2% Liquor Profits/Liquor Excise Taxes-3rd Qtr	12/31/2018		1,133.49
			Total for Check Number 59712:	0.00	1,133.49
59713	INNOVAC INV13379 INV13388	INNOVAC Vactor Services-The Parks Vactor Services-Library Park	12/31/2018		3,255.42 1,893.36
			Total for Check Number 59713:	0.00	5,148.78
59714	JamesKer Rec #127820	James Kerby Refund Street Deposit - PW2015-0219	12/31/2018		25,000.00

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59714:	0.00	25,000.00
59715	SHURKLEN 409 409a	Kramer Enterprises, LLC Vehicle Washes-Police Vehicles Aug-Dec 2018 Vehicle Washes-Staff Cars, PW & Bldg Vehicles	12/31/2018		499.56 119.90
			Total for Check Number 59715:	0.00	619.46
59716	MIGSVR 0056753	MIG/SvR Prof Serv North Pointe Pk/Exploration Pk Final	12/31/2018		2,982.50
			Total for Check Number 59716:	0.00	2,982.50
59717	NORTHSH 9059	Northshore Senior Center Allocation for Senior Program-4th Qtr 2018	12/31/2018		3,125.00
			Total for Check Number 59717:	0.00	3,125.00
59718	OMWATT 819169 819773 819774 819775 819775a 819776 819777 819778 819779 819780 820198	Ogden Murphy Wallace Attorneys Prof Legal Services-Franchises-Nov Prof Legal Services-Council-Nov Prof Legal Services-CED-Nov Prof Legal Services-Engr-35th Ave Recon-Nov Prof Legal Services-Engr-Nov Prof Legal Services-Exec-Nov Prof Legal Services-HR LEOFF Board-Nov Prof Legal Services-Martin Suit-Nov Prof Legal Services-Police-Nov Prof Legal Services-RP Investigation/Complaint: Prof Legal Services-Franchises-Dec	12/31/2018		103.50 3,445.00 2,180.00 3,458.00 512.00 697.50 1,467.50 422.50 845.00 6,997.50 828.00
			Total for Check Number 59718:	0.00	20,956.50
59719	OREILLY 2986-188337 2986-188363 2986-188364 2986-188473 2986-188714 2986-189182 2986-190694	O'Reilly Automotive Inc 2-Tri Brk Ctrl PW4 & 5, Ball Mount-PW4, Lock Brk Harness-PW 4 & PW 5 Latch Hook-Dump Trailer 2 Led Cubes, 3 Rocker Switch-PW 1, RV Antifre Fuse Kit OEM-PW 4 Heat Shrink,Cutter Crimper,Wire Stripper, Key t Tire Gauge, Air Blow Gun	12/31/2018		307.95 44.14 15.44 95.31 15.00 55.14 17.94
			Total for Check Number 59719:	0.00	550.92
59720	PACFIRSE 65307	Pacific Fire and Security, Inc. IT Server Room Fire Suppression	12/31/2018		436.08
			Total for Check Number 59720:	0.00	436.08
59721	PACRIMC 11-2018 12-2018	Pacific Rim Code Services, Inc Prof Service-Plan Reviews-Nov Prof Service-Plan Reviews-Dec	12/31/2018		5,127.88 2,509.26
			Total for Check Number 59721:	0.00	7,637.14
59722	PAWS December 2018 November 2018	PAWS Animals Brought To Shelter-Dec Animals Brought To Shelter-Nov	12/31/2018		181.00 543.00
			Total for Check Number 59722:	0.00	724.00

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59723	ELLITIRE 064462005320	PepBoys-Remittance Dept Battery & Installation-Car#41	12/31/2018		107.50
Total for Check Number 59723:				0.00	107.50
59724	PERTEET 20160281.006-10 20160281.018-2 20180189.000-1 20180189.000-2	Perteet Inc Prof Services TMDL Testing and Reporting 09/0 Prof Serv The Farm at Mill Creek 10/01-12/31 Prof Serv Surface Water Aging Infrastructure 10/ Prof Serv Surface Water Aging Infrastructure 12/	12/31/2018		240.00 727.50 775.00 26,873.36
Total for Check Number 59724:				0.00	28,615.86
59725	PETTY CA 1 1a 2 2a 2b 3 4 4a 4b 5 5a 5b 6 6a 7 8 9	Petty Cash Fund POP Tokens Reimb-Farmers Market 07/27-Hayt POP Tokens Reimb-Farmers Market 07/27-Tualc POP Tokens Reimb-Farmers Market 08/02-Hayt POP Tokens Reimb-Farmers Market 08/02-Gold POP Tokens Reimb-Farmers Market 08/02-Tualc Reimb Lunch-MCBA Board Mtg 08/07-J Kirk POP Tokens Reimb-Farmers Market 08/10-Hayt POP Tokens Reimb-Farmers Market 08/10-Tualc POP Tokens Reimb-Farmers Market 08/10-Ruiz POP Tokens Reimb-Farmers Market 08/17-Hayt POP Tokens Reimb-Farmers Market 08/17-Bauti POP Tokens Reimb-Farmers Market 08/17-Tualc POP Tokens Reimb-Farmers Market 08/24-Hayt POP Tokens Reimb-Farmers Market 08/24-Tualc Reimb Parking 07/27-PSRC Mtg-K Mahmoud Reimb Parking 09/20-STORM Fall Quarterly Mt Reimb Parking 10/26-PSRC Mtg 10/26-K Mahr	12/31/2018		26.00 18.00 8.00 7.00 12.00 12.57 8.00 10.00 28.00 54.00 24.00 29.00 14.00 4.00 9.00 20.00 9.00
Total for Check Number 59725:				0.00	292.57
59726	PILCHVT 227234	Pilchuck Vet Hospital Emergency Consult, Fluorescein Stain, Ophthalmi	12/31/2018		147.22
Total for Check Number 59726:				0.00	147.22
59727	PLAYWELL 6922	Play-Well TEKnologies Winter Wonderland Engineering 12/26-12/28 #6	12/31/2018		749.00
Total for Check Number 59727:				0.00	749.00
59728	SNOCPUD 200743599 201353968 201663515 201669280 201781135 202230108 202529210 202570776 202624391 202767935 202909941 202926333 203028121 203251632 204717524 204717532	PUD No. 1 of Snohomish County Street Lights-189 Lights-200W 12/01-12/31 15728 Main St 12/06-01/04 14600 16th Ave SE 12/04-01/02 16110 1/2 29th Dr SE 11/27-12/27 2701 155th St SE 11/30-01/02 1900 164th St SE 12/08-01/08 Street Lights - 386 Lights-100W 12/01-12/31 Street Lights-87 Lights-250W 12/01-12/31 Street Lights-841 Lights-100W 12/01-12/31 Street Lights-21 Lights-400W 12/01-12/31 Street Lights-6 Lights-150W 12/01-12/31 14729 12th Ave SE 11/28-12/28 4560 SAC 12/07-01/09 15510 Village Green Dr 11/30-01/02 Street Lights-8 Lights-200W 12/01-12/31 Street Lights - 38 Lights-250W 12/01-12/31	12/31/2018		1,736.91 1,417.72 24.30 33.35 58.86 31.19 1,389.60 942.21 6,021.56 312.90 28.98 16.74 74.59 18.36 47.68 285.38

**AGENDA ITEM #G.**

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	204717540	Street Lights - 39 Lights-400W 12/01-12/31			441.48
	205087232	Street Lights - 17 Lights-100W 12/01-12/31			52.87
	205495328	Street Lights - 49 Lights-20W 12/01-12/31			17.15
	220317390	Street Lights - 1 Light 12/01-12/31			7.94
	220612410	15601 22nd Ct SE 11/30-12/31			25.58
	220763510	13332 44th Ave SE 12/06-01/08			82.28
	221293111	Street Light-1 Light-160W 12/01-12/31			5.18
			Total for Check Number 59728:	0.00	13,072.81
59729	LEXNEXIS 3091765463	RELX Inc LexisNexis Monthly Chgs 11/01-11/30	12/31/2018		186.09
			Total for Check Number 59729:	0.00	186.09
59730	SANDACLN Nov/Dec Nov/Deca	Sanda Cleaners Uniform Dry Cleaning 11/12-12/27-G Elwin & S Uniform Dry Cleaning 11/07-12/20-S Conner	12/31/2018		328.45 140.41
			Total for Check Number 59730:	0.00	468.86
59731	SNOCOSHO 1000491773 1000493335	Snohomish County Sheriff's Office SRDTF JAG Grant Contribution Oct-Dec 2018 Range Use-10 Hours 12/11	12/31/2018		1,314.00 580.00
			Total for Check Number 59731:	0.00	1,894.00
59732	SHREDIT 8126392903	Shred-It USA Inc Shredding Service Fec 10/27 & 11/05	12/31/2018		373.39
			Total for Check Number 59732:	0.00	373.39
59733	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017 37680-27914 40191-27914	Silverlake Water District 132nd & SR 527 Irrig 12/01-12/31 13617 28th DR SE Irrig 12/01-12/31 15429 1/2 Bothell Everett Hwy 12/01-12/31 15429 Bothell Way-Irrig 12/01-12/31 Hillside Irrig 12/01-12/31 13903 N Creek Dr-Irrig 12/01-12/31 13903 N Creek Dr 12/01-12/31 SR 527-Irrig 12/01-12/31 14600 SR 527-Irrig 12/01-12/31 13800 N SR 527-Irrig 12/01-12/31 1600 SR 527-Irrig 12/01-12/31 15200 SR 527-Irrig 12/01-12/31 15100 N SR 527-Irrig 12/01-12/31 SR 527 & Trillium Blvd-Irrig 12/01-12/31 14600 SR 527-Irrig 12/01-12/31 SR 527 & Dumas Rd-Irrig 12/01-12/31 Dumas Rd Irrig 12/01-12/31 14721 12th Ave SE-Irrig 12/01-12/31 0 33rd Dr & Northpointe Circle-Irrig 12/01-12/31 13315 45th Ave SE-Restroom 12/01-12/31	12/31/2018		7.60 7.60 7.60 7.60 7.60 7.60 68.05 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 22.30 47.60 7.60 65.05
			Total for Check Number 59733:	0.00	324.60
59734	SMARSH INV00449002 INV00449002a	Smarsh Inc Text Archiving Platform-Verizon Monthly 12/01 Use Tax Text Archiving Platform-Verizon Month	12/31/2018		273.72 -10.92
			Total for Check Number 59734:	0.00	262.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
59735	SNOCOC 2018-4809 2018-4835	Snohomish County Corrections Jail Service Fees-Nov Jail Service Fees-Dec	12/31/2018		16,123.57 9,231.75
Total for Check Number 59735:				0.00	25,355.32
59736	SNOCOPW I000492194 I000492195 I000492195a I000492195b I000492195c	Snohomish County Public Works RR7797-Aid Agreement-RPM-Nov RR6155-Luminaires-Nov RR7554-164th SE & 9th Ave SE-Nov RR7571-Mill Crk Rd & Sea Hill-Nov RR7573-35th Ave SE & 148th SE-Nov	12/31/2018		3,528.73 974.53 3,591.94 372.94 169.29
Total for Check Number 59736:				0.00	8,637.43
59737	SNOCOSH1 2018-4789	Snohomish County Treasurer Inmate Medical Billing-Nov	12/31/2018		240.19
Total for Check Number 59737:				0.00	240.19
59738	SNDPUBIN EDH838895	Sound Publishing Inc Pub of Ord No. 2018-843	12/31/2018		24.08
Total for Check Number 59738:				0.00	24.08
59739	SDISTCR1 8Z1085749 8Z1085749a 8Z1085749b 8Z1085749c 8Z1085749d 8Z1085749e 8Z1085749f 8Z1085749g	South District Court Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han Traffic Infraction 8Z1085749-Myung K Han	12/31/2018		47.15 0.85 31.09 16.91 23.00 5.00 10.00 2.00
Total for Check Number 59739:				0.00	136.00
59740	SDISTCRT I000493149 I000493149a	South District Court Filing Fees SD Court-Dec Interpreter Costs-Dec	12/31/2018		6,663.97 936.10
Total for Check Number 59740:				0.00	7,600.07
59741	STAPLEAD 1622277394 1622277394a 1622277394b	Staples Advantage Red File Folders-City Contract Copy Paper Passport Supplies	12/31/2018		39.99 428.33 52.38
Total for Check Number 59741:				0.00	520.70
59742	STARDMSV 012096-IN 012096-INa 012096-INb 012096-INc	Stardom Services Inc Janitorial Services-Nov-CHS Janitorial Services-Nov-CHN Janitorial Services-11/18 Restroom Clean-Up-Nc Janitorial Services-Carpet Deep Cleaning-Nov-C	12/31/2018		995.00 1,184.13 75.00 1,650.00
Total for Check Number 59742:				0.00	3,904.13
59743	STERICYC 3004533374	Stericycle Inc Biomedical Waste Services-Monthly Fee	12/31/2018		10.36

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59743:	0.00	10.36
59744	THORBARN 80859	Thorson Barnett & McDonald, P.C. Prof Serv-MEBT Correction-Dec	12/31/2018		1,326.00
			Total for Check Number 59744:	0.00	1,326.00
59745	TrailerB 20094	Trailer Boss 1-MAXXD D7X7210 Dump Trailer-Black 6 x 11	12/31/2018		8,042.71
			Total for Check Number 59745:	0.00	8,042.71
59746	TRANSUN 12809654	Trans Union LLC Basic Service Monthly Fee-Credit Checks 11/26	12/31/2018		44.16
			Total for Check Number 59746:	0.00	44.16
59747	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations-Dec	12/31/2018		27.61
			Total for Check Number 59747:	0.00	27.61
59748	WASTRESO 3rd Qtr 4th Qtr	Washington State Treasurer's Office Drug Forfeited Property 07/01/18-09/30/18 Drug Forfeited Property 10/01/18-12/31/18	12/31/2018		391.80 462.17
			Total for Check Number 59748:	0.00	853.97
59749	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 12/01-12/31	12/31/2018		32.00
			Total for Check Number 59749:	0.00	32.00
59750	USIC 312459 312459a	USIC Locating Services, LLC 96 NC Locates/80 Ticket Locates 12/01-12/31 96 NC Locates/80 Ticket Locates 12/01-12/31	12/31/2018		967.60 967.60
			Total for Check Number 59750:	0.00	1,935.20
59751	UULC 8120188 8120188a	Utilities Underground Location Center On-Call Location Service-80 Locates On-Call Location Service-80 Locates	12/31/2018		51.60 51.60
			Total for Check Number 59751:	0.00	103.20
59752	VERIZON 9820679981	Verizon Wireless Access & Usage Chgs 11/21-12/20-City Cell Ph	12/31/2018		1,986.12
			Total for Check Number 59752:	0.00	1,986.12
59753	WAALARM 452788	Washington Alarm Service Call-Fire System-MC Library	12/31/2018		386.40
			Total for Check Number 59753:	0.00	386.40
59754	WASTPAT 119004437	Washington State Patrol Background Checks-Dec	12/31/2018		48.00
			Total for Check Number 59754:	0.00	48.00
59755	WASTTRS 1st-4th Qtr	Washington State Treasurer Bldg State Surcharge 1st-4th Qtr 2018	12/31/2018		2,469.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59755:	0.00	2,469.35
59756	WEBQAINC 1357-181116 1357-181218	WebQA Inc GOVQA Public Records Software Sales Tax-GOVQA Public Records Software	12/31/2018		12,700.00 1,320.80
			Total for Check Number 59756:	0.00	14,020.80
59757	WINTSERV 101264	West Interactive Services Corporation Website Development-Third Milestone Payment	12/31/2018		1,421.86
			Total for Check Number 59757:	0.00	1,421.86
59758	WOLFEFR 6468 6469	Wolfe Fire Protection Inc Annual and 5 Year Inspection-Fire Sprinkler Sys Annual and 5 Year Inspection-Fire Sprinkler Sys	12/31/2018		450.00 450.00
			Total for Check Number 59758:	0.00	900.00
59759	WRIGHTJ Reimb Exp Reimb Expa	Jere Wright Reimb Expenses-Library Sink Aerator Reimb Expenses-Caulking CHS Windows	12/31/2018		7.86 12.13
			Total for Check Number 59759:	0.00	19.99
59760	OFSTTRS 1st-4th Qtr 1st-4th Qtra 1st-4th Qtrb 1st-4th Qtrc 1st-4th Qtrd 1st-4th Qtre 1st-4th Qtrf 1st-4th Qtrg 1st-4th Qtrh 1st-4th Qtri 1st-4th Qtrj 1st-4th Qtrk 1st-4th Qtrl	Office of State Treasurer Due to WA State-40 PSEA-1 Jan-Dec 2018 Due to WA State-50 PSEA-2 Jan-Dec 2018 Due to WA State-PSEA-3 Jan-Dec 2018 Due to WA State-JIS Jan-Dec 2018 Due to WA State-Trauma Care Jan-Dec 2018 Due to WA State-School Zone Jan-Dec 2018 Due to WA State-Lab Tests Jan-Dec 2018 Due to WA State-Auto Theft Jan-Dec 2018 Due to WA State-Trauma Brain Injury Jan-Dec 2 Due to WA State-Hwy Safety Acct Jan-Dec 2018 Due to WA State-Death Inv Acct Jan-Dec 2018 Due to WA State-WSP Hiway Acct Jan-Dec 2018 Due to WA State-DV Prev State Jan-Dec 2018	12/31/2018		75,794.57 44,492.63 1,111.47 35,128.71 7,685.56 332.62 181.58 15,379.21 2,878.05 603.23 142.20 807.41 29.11
			Total for Check Number 59760:	0.00	184,566.35
59761	SNOCTTR 1st-4th Qtr CVC	Snohomish County Treasurer Crime Victims Compensation Jan-Dec 2018	12/31/2018		2,659.60
			Total for Check Number 59761:	0.00	2,659.60
			Total for 12/31/2018:	0.00	1,392,881.94
59762	USPS Spring 2019	USPS Postage - 2019 Spring City Connection	01/18/2019		2,083.30
			Total for Check Number 59762:	0.00	2,083.30
			Total for 1/18/2019:	0.00	2,083.30
59763	911SUPPL 69736	911 Supply Inc 50 - Corporal Chevrons	01/24/2019		207.00

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	69740	5 - Premier Gold Bullion-S Eastman			19.25
			Total for Check Number 59763:	0.00	226.25
59764	ACCELA INV-ACC43453	Accela Inc #774375 Springbrook Annual Maintenance 2019-Finance	01/24/2019		16,844.28
			Total for Check Number 59764:	0.00	16,844.28
59765	ADI TG207F02 TG207F02a TG207F03	ADI 2 - 12' Antenna Cable L Bracket-Library 2 - 12' Antenna Cable L Bracket-CHN Battery Tester-Solar Light Repair	01/24/2019		38.60 38.59 358.46
			Total for Check Number 59765:	0.00	435.65
59766	ADPLLC 528144834	ADP, LLC ADP Payroll Services 12/31 & Workforce Now I	01/24/2019		1,030.34
			Total for Check Number 59766:	0.00	1,030.34
59767	INTEGRA 15803719	Allstream T-1 Monthly Chgs-Jan	01/24/2019		651.45
			Total for Check Number 59767:	0.00	651.45
59768	AWC1 67020 67315	Association of WA Cities 2019 Membership Dues AWC Workers' Comp Retro Program Svc Fee 20	01/24/2019		14,749.00 7,055.04
			Total for Check Number 59768:	0.00	21,804.04
59769	BHCCONS 0010589	BHC Consultants, LLC Bldg Insp & Plan Review Services 12/01-12/31	01/24/2019		2,504.48
			Total for Check Number 59769:	0.00	2,504.48
59770	WMCA 02516	WMCA c/o Gina Anderson 2019 WMCA Academy & Conf Reg 03/12-03/15	01/24/2019		525.00
			Total for Check Number 59770:	0.00	525.00
59771	CINTAS 4014617552 4014617552a 4015289804 4015289804a	Cintas Corporation Loc. #460 Floor Mat Service 01/04 Floor Mat Service 01/04 Floor Mat Service 01/18 Floor Mat Service 01/18	01/24/2019		96.19 56.03 96.19 56.03
			Total for Check Number 59771:	0.00	304.44
59772	CIEDMOND RGG-190001	City of Edmonds Domestic Violence Coordinator-Jan	01/24/2019		1,176.72
			Total for Check Number 59772:	0.00	1,176.72
59773	CODPUBCO 62374	Code Publishing Company Policies and Procedures-Web Update 01/14, Ord	01/24/2019		266.03
			Total for Check Number 59773:	0.00	266.03
59774	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 01/18-02/17 Internet for ITS 01/14-02/13	01/24/2019		191.40 106.40

AP Checks by Date - Detail by Check Date (2/7/2019 1:13 PM)

Page 10



# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59774:	0.00	297.80
59775	DEPTENTS 16144249	Department of Enterprise Services Administrative Fee 2019	01/24/2019		600.00
			Total for Check Number 59775:	0.00	600.00
59776	FCICUSPV 16228 16370	FCI Custom Police Vehicles Replace A Circuit Breaker-Car #33 Replace CEnCom Gold-Car#33	01/24/2019		87.12 435.60
			Total for Check Number 59776:	0.00	522.72
59777	GTENORTH 425-316-0326	Frontier Alarm System Line Chgs-Cook House 01/16-02/	01/24/2019		53.83
			Total for Check Number 59777:	0.00	53.83
59778	GRYOSBRN 10	Gray & Osborne Inc Prof Serv 35th Recon CM & Insp 12/09-01/05	01/24/2019		64,721.05
			Total for Check Number 59778:	0.00	64,721.05
59779	IACP-MEM 0033101 0033102 0044447	IACP-Membership IACP Membership Dues-S White IACP Membership Dues-B Foutch IACP Membership Dues-G Elwin	01/24/2019		75.00 75.00 190.00
			Total for Check Number 59779:	0.00	340.00
59780	INTSTBAT 1905701048941 1905701049010	Interstate All Battery Center 3 12V 22AH 90W SLA High Rate-School Zone 1 - 1.2V 2.5AH NIMH LSD IB-Library Flag Pol	01/24/2019		255.79 9.60
			Total for Check Number 59780:	0.00	265.39
59781	IWORQSYS 158785	iWorQ Systems, Inc iWorQ Systems Internet Software Management	01/24/2019		1,908.00
			Total for Check Number 59781:	0.00	1,908.00
59782	KGCTYOF 91781	King County Finance WRIA Watershed Planning Interlocal	01/24/2019		6,723.00
			Total for Check Number 59782:	0.00	6,723.00
59783	LESSCHW 39500425397	Les Schwab 2 Tires & Wheel Spin Balance-PW	01/24/2019		469.17
			Total for Check Number 59783:	0.00	469.17
59784	Lewis Co 01/04	Lewis County Sheriff's Office Leadership Training 03/14-M Schuermeyer	01/24/2019		60.00
			Total for Check Number 59784:	0.00	60.00
59785	LEXIPOL 27028	Lexipol LLC 1 Year Law Enforcement Policy Manual Update	01/24/2019		4,155.00
			Total for Check Number 59785:	0.00	4,155.00
59786	NATIONWI	Nationwide Mutual Insurance Co	01/24/2019		

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	C-2084007	Major Medical Plan-Bagira			526.18
			Total for Check Number 59786:	0.00	526.18
59787	PACAIR 17571	Pacific Air Control, Inc. HVAC Repairs HP 17 & 20-CHN	01/24/2019		714.29
			Total for Check Number 59787:	0.00	714.29
59788	CLYDEWST 20327907	PacWest Machinery 2 Sweeper Brooms-PW 9 & PW 10	01/24/2019		430.53
			Total for Check Number 59788:	0.00	430.53
59789	PAKOR 8033653	Pakor Inc 3 Cases-Passport Film	01/24/2019		705.30
			Total for Check Number 59789:	0.00	705.30
59790	PILCHVT 229648	Pilchuck Vet Hospital Apoquel Tab-Bagira	01/24/2019		158.55
			Total for Check Number 59790:	0.00	158.55
59791	PLATT T970277 U267390	Platt Electric Supply, Inc 2 - PHI LED INTA-Street Light Repairs-44th Av 3 - PHI MHC70 U MP 4K ELITE-Library	01/24/2019		444.48 45.78
			Total for Check Number 59791:	0.00	490.26
59792	WASPC Dues 2019-00219	WA. Assoc of Sheriffs & Police Chiefs 2019 WASPC Dues-G Elwin	01/24/2019		245.00
			Total for Check Number 59792:	0.00	245.00
59793	SNOCPUD 200101434 201752961 202693008 202852059 202959052	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 12/11-01/08 15429 1/2 Bothell Everett Hwy 12/08-01/10 15720 Main St 12/15-01/15 15720 Main St Unit B 12/15-01/15 4842 SAC 12/08-01/10	01/24/2019		15.66 20.01 1,884.93 342.42 93.67
			Total for Check Number 59793:	0.00	2,356.69
59794	PSCLEANA 19-061S	Puget Sound Clean Air Agency 2019 Clean Air Assessment	01/24/2019		16,218.00
			Total for Check Number 59794:	0.00	16,218.00
59795	PUGETSO 200004765331 200004765463	Puget Sound Energy 15720 Main St 12/17-01/16 15728 Main St 12/17-01/16	01/24/2019		384.93 666.81
			Total for Check Number 59795:	0.00	1,051.74
59796	Service 910169	Service Electric Company, Inc Troubleshoot Circuit Tripping-W Side of 44th &	01/24/2019		418.18
			Total for Check Number 59796:	0.00	418.18
59797	SNOCOM 1084	Snohomish County 911 Dispatch Service-January	01/24/2019		19,690.67

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59797:	0.00	19,690.67
59798	SNOCOAD I-VR-11	Snohomish County Auditor 2018 Voter Registration File Maintenance	01/24/2019		24,551.02
			Total for Check Number 59798:	0.00	24,551.02
59799	SNDPUBIN EDH840973	Sound Publishing Inc Vintage-DA Public Hearing	01/24/2019		49.88
			Total for Check Number 59799:	0.00	49.88
59800	STAND 600156-0001	Standard Ins. Company RA Life, AD & D & LTD Prem-MEBT-ER Paid-Jan	01/24/2019		3,838.31
			Total for Check Number 59800:	0.00	3,838.31
59801	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem-MEBT-ER Paid-Jan	01/24/2019		2,018.56
			Total for Check Number 59801:	0.00	2,018.56
59802	STOWE MI 007	Stowe Development & Strategies, LLC Interim City Manager Services 12/03-12/31	01/24/2019		22,000.00
			Total for Check Number 59802:	0.00	22,000.00
59803	SUMLAW 100500	Summit Law Group Prof Serv-General Labor-Through 12/31	01/24/2019		1,284.00
			Total for Check Number 59803:	0.00	1,284.00
59804	TERMINIX 382332374	Terminix Processing Center Pest Control-WO#15929747089-MC Library	01/24/2019		80.59
			Total for Check Number 59804:	0.00	80.59
59805	THYSSEN 3004364336	Thyssenkrupp Elevator Corp. Elevator Maintenance 01/01-03/31	01/24/2019		1,277.96
			Total for Check Number 59805:	0.00	1,277.96
59806	UNWAYSNC 01/10	United Way of Snohomish County United Way EE for January 2019	01/24/2019		242.00
			Total for Check Number 59806:	0.00	242.00
59807	UNUM 0220603-035	UNUM Life Ins. Co. of America Long Term Care (LTC EE) J Klei 01/01-12/31	01/24/2019		882.00
			Total for Check Number 59807:	0.00	882.00
59808	WCIA 14346 14346a	WA Cities Insurance Authority 2019 Liability/Property Prog Assessment 2019 Liability/Property Prog Assessment	01/24/2019		122,936.00 10,000.00
			Total for Check Number 59808:	0.00	132,936.00
59809	WABO WABO2019	Washington Assoc of Bldg off WABO 2019 Membership Dues	01/24/2019		95.00

# AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 59809:	0.00	95.00
59810	AFSCME December	WSCCCE, AFSCME, AFL-CIO Union Dues-AFSCME-Dec	01/24/2019		1,171.25
			Total for Check Number 59810:	0.00	1,171.25
59811	ZUMAR 26168	Zumar Industries, Inc. 10-Various Street Signs	01/24/2019		1,105.66
			Total for Check Number 59811:	0.00	1,105.66
			Total for 1/24/2019:	0.00	360,422.26
			Report Total (126 checks):	0.00	1,755,387.50



Date: February 19, 2019

Payroll Check Batches		
Dated	Check Numbers	Amount
1/25/2019	ACH Automatic Deposit Checks	\$148,261.81
1/25/2019	ACH Wire- FWT & Medicare Taxes	\$25,581.13
1/25/2019	ACH Wire MEBT- Wilmington Trust	\$27,208.32
1/25/2019	ACH Wire- ICMA RC- Def. Comp	\$1,762.87
1/25/2019	ACH Wire- BAC- Flex Spending Acct	\$1,778.00
1/25/2019	ACH Wire – BAC – Health Savings Acct	\$324.98
<b>Total</b>		<b>\$204,917.11</b>

Voided Checks	
Numbers	Explanation

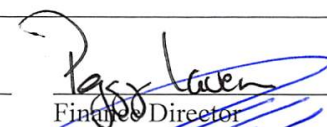
CLAIMS APPROVAL

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 \$204,917.11.


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

\_\_\_\_\_

\_\_\_\_\_

Councilmember  Finance Director

\_\_\_\_\_

Councilmember  City Manager

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2019\Payroll Voucher Approval 02122019.docx  
2/14/2019

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West      Status:Cycle Complete  
 Week#:4      Pay Date:01/25/2019      P/E Date:01/15/2019  
 Qtr/Year:1/2019      Run Time/Date:16:01:20 PM EST 01/23/2019

<b>Taxes Debited</b>	Federal Income Tax	18,968.88	
	Earned Income Credit Advances	0.00	
	Social Security - EE	0.00	
	Social Security - ER	0.00	
	Social Security Adj - EE	0.00	
	Medicare - EE	3,026.65	
	Medicare - ER	3,026.66	
	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	186.26	
	State Family Leave Insurance - ER	0.00	
	State Medical Leave Insurance - EE	167.68	
	State Medical Leave Insurance - ER	205.00	
	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>25,581.13</b>		
<b>Other Transfers</b>	Full Service Direct Deposit Acct. No. 0000601047007ran/ABA125090024	148,261.81	<b>Total Liability</b>
	<b>Total Amount Debited From Your Account</b>		<b>173,842.94</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00	173,842.94
	Adjustments/Prepay/Voids	0.00	173,842.94
<b>Taxes- Your Responsibility</b>	None this payroll		<b>173,842.94</b>

**Payment Confirmation**



Company: City of Mill Creek  
Requester: Kottke, Sandy  
Run Date: 01/25/2019 2:49:50 PM CST

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

Status: Pending Approval  
Transaction Number: 191PF4934PBI1595

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: 27,208.32

Value Date: 01/25/2019

**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: sankottke

Input Time: 01/25/2019 2:49:40 PM CST

**Payment Confirmation**

**Company:** City of Mill Creek  
**Requester:** Kottke, Sandy  
**Run Date:** 01/25/2019 2:47:09 PM CST



**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

**Status:** Pending Approval  
**Transaction Number:** 191PF46528BH0661

**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:** 1,762.87

**Value Date:** 01/25/2019

**Optional Information**

**Sender's Reference Number:** 302029

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** sankottke

**Input Time:** 01/25/2019 2:46:59 PM CST



ACH Cash Pro Online  
City of Mill Creek

Report Date: 01/25/2019  
Report Time: 02:30:20 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01      Effective Date: 01/28/2019 ✓  
ACH ID: ~~2911225896~~      Batch Sequence: 2  
Application Name: CCD Payments and Collections      Database Name: BAC  
Batch Status: Entered      Created By: SANKOTTKE  
Released By:

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
BAC	BENEFIT ADMIN C	\$1,778.00 ✓	C	<del>25103356</del>	<del>01005536</del>	C	

	Total Amount in Batch	Total Count in Batch
Debits	\$0.00	0
Credits	\$1,778.00	1
Prenotes	\$0.00	0

	Grand Total Amount	Grand Total Count
Debits	\$0.00	0
Credits	\$1,778.00	1
Prenotes	\$0.00	0

ACH Cash Pro Online  
City of Mill Creek

Report Date: 01/25/2019  
Report Time: 02:27:44 PM

**Batch Summary Report by ID Number**

Company Name:	City of Mill 01	Effective Date:	01/28/2019
ACH ID:	<del>311228895</del>	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Entered	Created By:	SANKOTTKE
Released By:			

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$324.98	C	<del>25108360</del>	<del>940005560</del>	C	
		<u>Total Amount in Batch</u>		<u>Total Count in Batch</u>			
	Debits			\$0.00		0	
	Credits			\$324.98		1	
	Prenotes			\$0.00		0	
		<u>Grand Total Amount</u>		<u>Grand Total Count</u>			
	Debits			\$0.00		0	
	Credits			\$324.98		1	
	Prenotes			\$0.00		0	

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

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

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

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

*Last updated: February 14, 2019*

**February 26, 2019**

*(Agenda Summary due February 18)*

- 2019 Pavement Marking Award
- Study Session: Facility Rental Policy
- Report: Quarterly Financial Report
- Report: Council Liaison Positions
- Study Session: The Farm Development Agreement (subject to final negotiation)

**March 5, 2019**

*(Agenda Summary due February 25)*

- Presentation: Bond Introduction
- Study Session: Community Funding Update

**March 12, 2019**

*(Agenda Summary due March 4)*

- Presentation: Waste Management
- Presentation: Northshore Senior Center
- Report: Procurement Procedures Manual
- Report: Hawk Signal Update
- Executive Session: Review of City Manager Candidate Applicants

**March 22, 2019**

- City Manager Finalists - Community & Staff Engagement

**March 23, 2019**

- City Manager Finalists - Council Interviews

**March 26, 2019**

*(Agenda Summary due March 18)*

- Park & Recreation Board Appointment
- Sports Park Concession Stand Contract
- Reading/Approval of Reimbursement Resolution
- Study Session: Compensation Strategies

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

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

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

**Possible Work Session Topics for Discussion**

- Business signs
- MCCA storm water discussions
- Utility Project Management
- Hotel/Motel Theater Tax
- Mill Creek Blvd Vision
- ST3 Stations
- Hawk/SR 96 - Consideration of Speed
- 5G Presentation
- Legislative Retreat
- Gold Star Memorial
- Dobson Remillard Property
- Fleet Program
- Public Works Month Proclamation
- Bike Lanes