

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



- Brian Holtzclaw, Mayor • Stephanie Vignal, Mayor Pro Tem
• Mark Bond • Vince Cavaleri • John Steckler

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. **Due to the COVID-19 pandemic City Council Meetings will be held virtually until further notice.**

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.

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. 2020 - 864
Next Resolution No. 2020 - 590

September 22, 2020
City Council Meeting
6:00 PM

VIRTUAL MEETING INFO

- A. City Council Regular Meeting
Tue, Sep 22, 2020 6:00 PM - 8:30 PM (PDT)

<https://global.gotomeeting.com/join/614020997>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (224) 501-3412
- One-touch: tel:[+12245013412,614020997](tel:+12245013412,614020997)#

Access Code: 614-020-997

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

- C. Snohomish Health District
(Heather Thomas, Public & Government Affairs Manager)
- D. Children's Cancer Awareness Month Proclamation
(Mayor Holtzclaw)

NEW BUSINESS

- E. Council Position #6 Vacancy
(Mayor Holtzclaw & Grant Degginger, Interim City Attorney)
- F. Development Agreement Regarding Community Transit's Swift Orange Line Bus Rapid Transit Program
(Tom Rogers, Planning Supervisor)
- G. Safebuilt Addendum No. 2 To Professional Services Contract 2018-1474 For Building Inspection And Plan Review Services
(Tom Rogers, Planning Supervisor)
- H. Addendum No. 2 To Contract 2019-1504 With Otak For Professional Services
(Tom Rogers, Planning Supervisor)

STUDY SESSION

- I. Status Update on Governance Manual
(Mayor Holtzclaw)
- J. CARES Act Update and Actions
(Jeff Balentine, Finance Director)
- K. Mill Creek Boulevard Corridor Subarea Planning Presentations - Town Center From Vision To Reality, And Mill Creek Boulevard Subarea Plan Market Analysis And Alternatives
(Tom Rogers, Planning Supervisor)

PROPOSED NEW INITIATIVES

- L. Proposed Resolution of the Snohomish County Council Supporting Snohomish County Sheriff Deputies and Law Enforcement Officials across the County in Response to the Tragic Shooting of Two Sheriff Deputies in LA County
(Councilmember Cavaleri)

CONSENT AGENDA

- M. Approval of Checks #62445 through #62510 and ACH Wire Transfers in the Amount of \$1,286,310.83.

(Audit Committee: Mayor Pro Tem Vignal and Councilmember Bond)

- N. Payroll and Benefit ACH Payments in the Amount of \$268,659.98.
(Audit Committee: Mayor Pro Tem Vignal and Councilmember Bond)

- O. City Council Meeting Minutes of August 25, 2020, September 1, 2020 & September 8, 2020.

REPORTS

- P. Mayor/Council
- Q. City Manager
- Department of Ecology Update
 - Fire District 7
 - Council Planning Schedule
- R. Staff

AUDIENCE COMMUNICATION

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

ADJOURNMENT

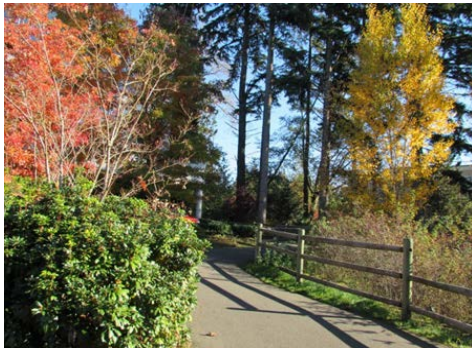
RECESS TO EXECUTIVE SESSION

- T.
- To discuss the performance of a public employee and to evaluate the qualifications of an applicant for public employment per RCW 42.30.110 (1)(g)
 - To discuss the evaluation of the qualifications of a candidate(s) for an appointment to elective office per RCW 42.30.110(1)(h);
 - To discuss potential litigation per RCW 42.30.110(1)(i).



Supporting & Fostering Healthy, Thriving Communities

City of Mill Creek Presentation
Heather Thomas, Public and Government Affairs Manager
Snohomish Health District

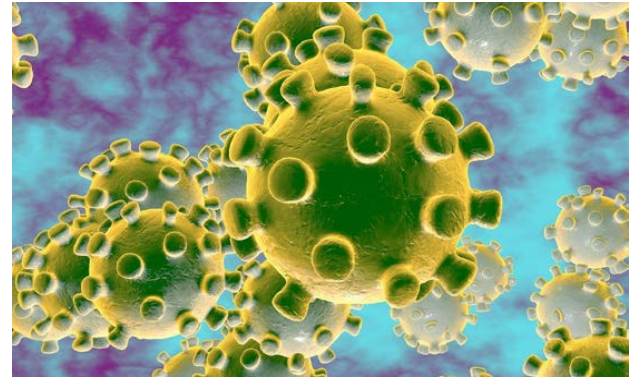


September 22, 2020

COVID-19 RESPONSE

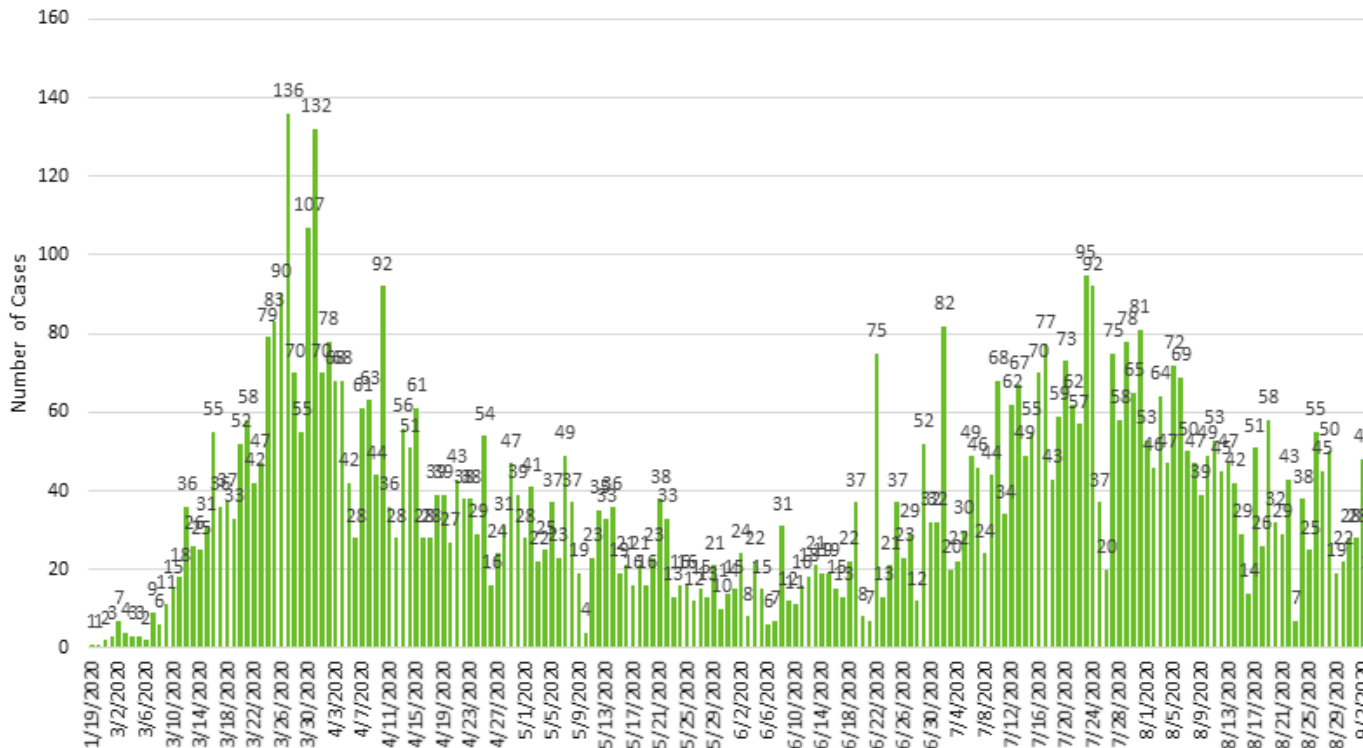
Novel Coronavirus (COVID-19)

- Situation continues to evolve, with guidance and information shifting accordingly.
- Encourage following www.snohd.org/covid and social medial channels (Facebook, Twitter and Instagram) for latest information.



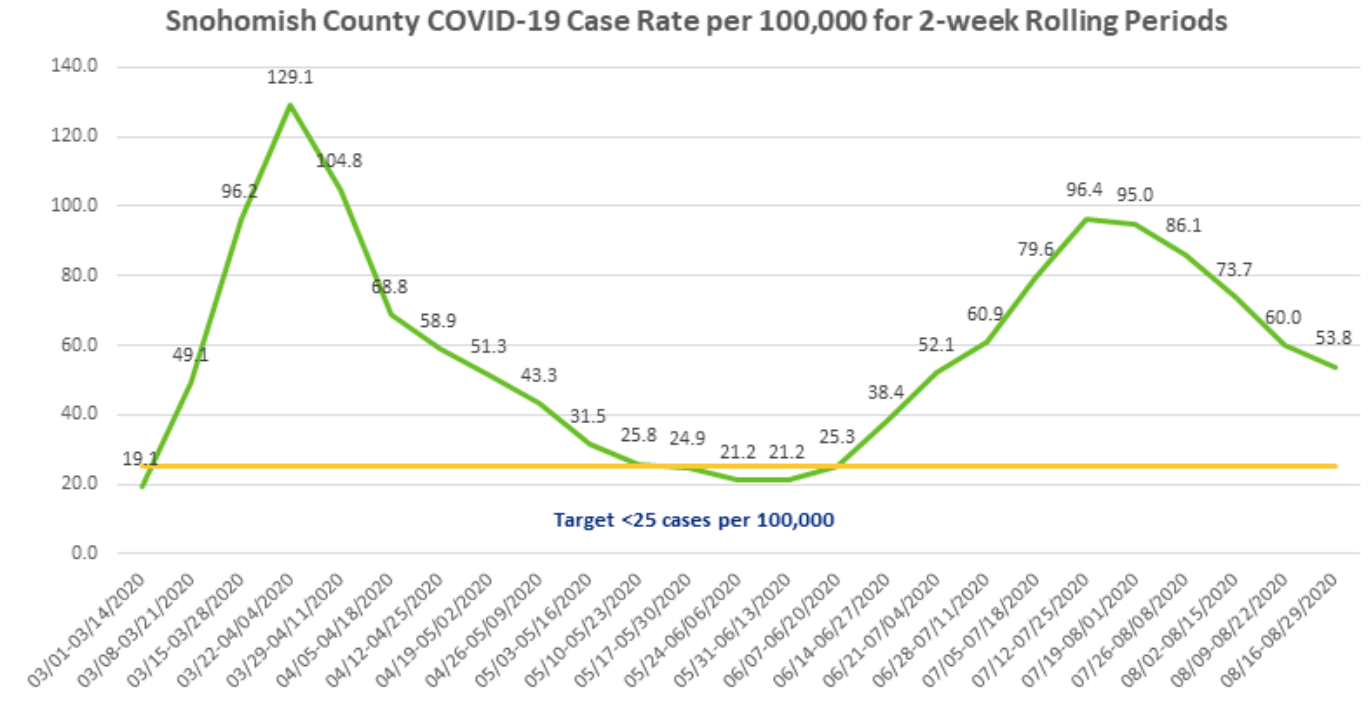
COVID-19 Cases

Number of Reported COVID-19 Cases in Snohomish County by Date



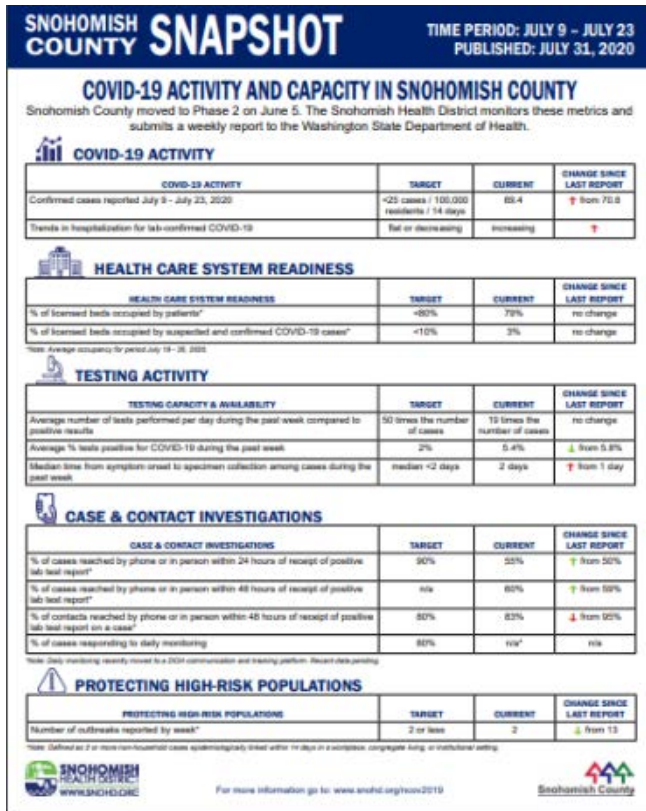
As of September 3, 2020

Rolling 2-week Case Rate



As of September 3, 2020

Snapshot & Weekly Reports



Key Priorities

- ✓ Testing capacity
- ✓ Case investigations & contact tracing
- ✓ Long-term care facilities, first responders, schools, child cares and employer notifications
- ✓ PPE availability and healthcare capacity
- ✓ Mid- and long-range planning
- ✓ Ongoing communications
 - ✓ Translated materials & expanding outreach

In Our COMMUNITIES

Day-to-Day Work Continues



4,500+

Inspections on
restaurants,
grocery stores,
espresso stands,
caterers and
mobile food
vehicles



1,000+

Complaints
addressed (food,
pools, septic and
solid waste)



~500

Permits for pools
and spas that we
routinely inspect



200+

Public and
private schools
with kitchen
permits and
required safety
inspections

Resources for Local Businesses



Outreach While Social Distancing



Working to develop more curriculum and toolkits that schools, child cares and community groups can use remotely



Exploring ways to engage with the community on important health topics & needs virtually

Moving FORWARD

Continuing Essential Work

- ✓ Issuing birth and death certificates
- ✓ Tracking and responding to other communicable diseases like tuberculosis, whooping cough & STDs.
- ✓ Supporting children's health needs
- ✓ Inspecting food establishments, pools & spas, etc.
- ✓ Reviewing permit applications
- ✓ Providing refugee health screenings
- ✓ Responding to complaints and violations

Implementing Our Strategic Plan

Mission

Spearhead efforts to protect, promote and advance the collective health of our community.

Goals

- Reduce the rate of communicable disease and other notifiable conditions
- Prevent or reduce chronic diseases and injuries
- Provide high-quality environmental health services
- Improve maternal, child, and family health outcomes
- Provide legally required vital records
- Address ongoing, critical public health issues
- Support increased access to medical, oral, and mental health care
- Build a more sustainable organization

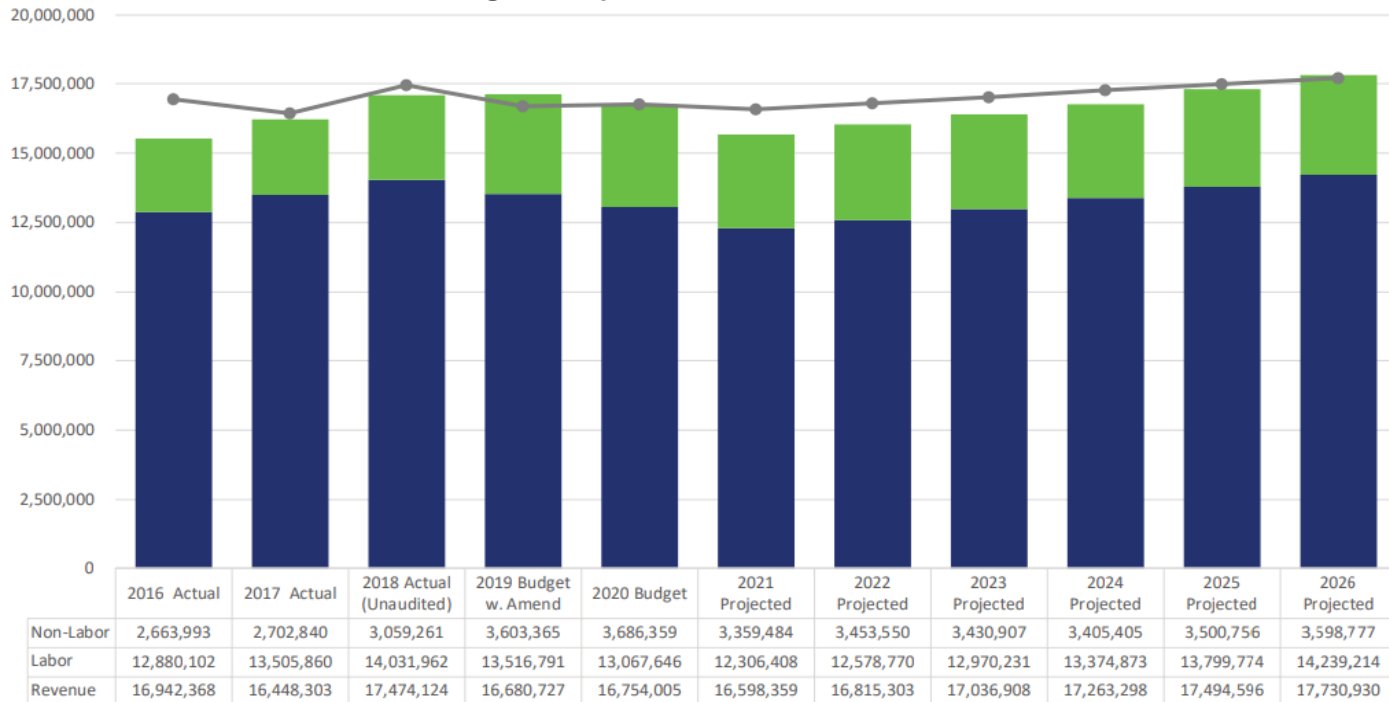


2020 Strategic Plan

Monitoring Budgets & Projections

- 2020 budget was balanced, with \$16.75 million in revenues/expenditures.
- Current budget includes 113 full-time equivalent positions.

Budget Projection, 2021-2026



Per Capita Contributions

- Naloxone purchase & coordination for cities
- Support general fund activities not covered by other funding:
 - Data & Reports
 - Community Health Assessment & Improvement Plans
 - Healthy Communities
 - Suicide Prevention
 - Safe Routes to School/Complete Streets
 - Healthy Housing
 - Health Fairs & Community Events
 - Child Care Health Outreach

Public Health Foundation



- Working over the last year to research feasibility & models
- Ad hoc committee met since April to provide recommendations to Board of Health.
- Now recruiting foundation board members.

Purpose: To provide support for priorities identified in community health assessments, community health improvement plans, and/or emerging public health issues in Snohomish County.

Stay in touch

Blog & Newsletters



Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Social Media



Follow us on Facebook, Twitter, YouTube, and Instagram

Thank you

contact information

For more info, please contact:

Shawn Frederick, MBA

Administrative Officer

425.339.8687

SFrederick@snohd.org

Heather Thomas

Public & Government Affairs Manager

425.339.8688

HThomas@snohd.org

Proclamation

WHEREAS, pediatric cancer is the leading cause of death by disease in children; and

WHEREAS, 1-in-285 children in the United States will be diagnosed by their 20th birthday; and

WHEREAS, 80 percent of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other areas of the body; and

WHEREAS, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatments they go through; and

WHEREAS, the National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and

WHEREAS, in the last 20 years, only four new drugs have been developed specifically to treat children with cancer; and

WHEREAS, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW, THEREFORE, I, Brian Holtzclaw, the Mayor of the City of Mill Creek, on behalf of the City Council do hereby recognize September 2020 to be Childhood Cancer Awareness Month.



Signed this 22nd day of September 2020

Brian Holtzclaw, Mayor

Attest _____
Naomi Fay, Interim City Clerk

Michael G. Ciaravino, City Manager



Agenda Item # _____

Meeting Date: September 22, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: CITY COUNCIL POSITION #6 VACANCY
PROPOSED SCHEDULE**

KEY FACTS AND INFORMATION SUMMARY:

2020 Proposed Schedule:

September 23, 2020 – Advertise and publish the Candidate Application

October 14, 2020 – Applications due by 5:00 p.m.

October 20, 2020 – City Council Interviews & Appointment at a City Council Special Meeting

ATTACHMENTS:

- Council Candidate Recruitment Brochure for Position No. 6 – Supplemental questions included in brochure.

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



Accepting Applications for Mill Creek City Council Position #6



The City of Mill Creek is accepting letters of interest from persons desiring an appointment to fill a vacancy on the Mill Creek City Council (Position #6).

About the City Council

The City operates under the Council-Manager form of government. See a presentation about this form of government at: cityofmillcreek.com/Council-manager-govt. To understand more of the role of being a Councilmember read the following info from the Association of Washington Cities (AWC): [So you Want to Be an Elected Official](#)

The Council consists of seven council members elected at large to four-year terms. Every two years, the City Council elects a Mayor and Mayor Pro Tem from its members. The Mayor serves as the chair of the Council.

The Council appoints a City Manager to carry out the policies and priorities that the Council adopts. The City Manager is the Chief Executive Officer of the City.

The City Council establishes policies through the adoption of ordinances and resolutions, and develops strategies and objectives to achieve the City's vision and mission. Through its legislative actions, the Council establishes priorities for the City Manager and staff.

The Council meets on the first, second and fourth Tuesday of each month at 6 p.m. Presently, Council meetings are being held virtually due to the COVID-19 pandemic.

Mill Creek City Council Position #6

Term of Appointment

This appointment shall be for a term commencing on the date of appointment until certification of the next election in November 2021.

Minimum Requirements

To be considered, applicants must meet the following minimum requirements:

- The applicant must have been a resident of the City of Mill Creek for at least one year immediately prior to the time of application ([RCW 35A.13.020](#); [RCW 35A.12.030](#)).
- The applicant must be registered to vote within the City of Mill Creek at the time of application ([RCW 35A.13.020](#); [RCW 35A.12.030](#)).

Application Materials

Applications are public record and will be posted on the City website prior to interviews taking place.

Each applicant must submit the following to be considered:

- A signed letter of interest that sets forth:
 - o Name
 - o Address
 - o Phone

- o Place of Employment
- o Educational Background
- o Years Lived in City
- o Whether applicant is a registered voter in the City of Mill Creek
- o Statement of interest addressing the following:
 - ☐ Summarize your involvement with this or previous communities. Include activities on City boards, with City events, local community groups, civic organizations, youth organizations, etc.
 - ☐ What do you like most about living in the City of Mill Creek?
 - ☐ Why are you interested in being appointed to the City Council?

- Written responses to the following supplemental questions.

- o The City of Mill Creek operates under a Council-Manager form of government. In this form of government, the role of a councilmember is to provide policy direction, establish goals and priorities, determine spending parameters through the biennial budget process and provide governance





oversight. What background or experience do you feel you would bring to the City Council that would make you a good City Councilmember?

- o How would you describe your communication and working style?
- o How would your communication and working style enhance and foster a positive and collaborative working relationship among the Council and between the Council and the City Manager?
- o Please review the Guiding Principles on page 4 and describe:
 - ☐ How, as a member of the City Council, would you provide leadership and/or model the STAR values as set forth in the Guiding Principles?
 - ☐ What ideas do you have that would help the City achieve the goals set forth in the Guiding Principles?
 - ☐ Whether you would seek to change/add/remove any goals to the Guiding Principles? Why or Why not?
- o Do you feel you have sufficient time available to: attend Council meetings, retreats, regular meetings with the City Manager and review written materials provided to Councilmembers in order to adequately prepare for such meetings?

Compensation and Benefits

Councilmembers receive a monthly stipend of \$500 for their service.

The City has a Social Security Replacement Plan (the Municipal Employees Benefits Trust, which means employees of the City of Mill Creek, including Councilmembers, do not contribute to or earn Social Security credit while employed with the City.

Application Process

Applicants must submit their complete application and materials to the City Manager of the City of Mill Creek at citymanager@cityofmillcreek.com by 5:00 p.m. on **Wednesday, October 14, 2020**. Faxes and postmarks will not be accepted. Applicants are responsible for verifying the City has received applications submitted by electronic mail.

The Mill Creek City Council will begin interviewing applicants at approximately **6:00 p.m. on Tuesday, October 20, 2020 via virtual GoToMeeting format**. Please note that video conferencing is highly desired, but not required. ***The City of Mill Creek will make accommodations as required for applicants who are unable to participate by video conferencing due to lack of technology. We will provide you with remote access capability as required.***

Depending on the number of applicants, additional interviews may be conducted. If you need technical assistance and/or access to Internet and/or technology, please email the City Manager at citymanager@cityofmillcreek.com. Questions regarding the application process should be submitted in writing or via electronic mail to the City Manager at Mill Creek City Hall South, 15728 Main Street, Mill Creek, WA 98012 or at citymanager@cityofmillcreek.com.

City of Mill Creek Guiding Principles

VISION

Mill Creek will be a City where everyone works together to foster an exceptional community experience -- a place where people are safe, the natural beauty is preserved, neighborhoods flourish, businesses thrive and recreational opportunities abound.

MISSION

Mill Creek's mission is to set the standard of excellence for local government. Through dynamic and innovative strategies, we provide outstanding public services in a fiscally responsible manner to promote a safe, active and vibrant City.



STAR VALUES

Service

Through continuous improvement, innovation, creativity, professional competence and hard work, we enthusiastically provide outstanding service to all customers, internal and external.

Teamwork

In order to support our shared goals and successes, we teach, learn from, collaborate and cooperate with others, while being flexible, adaptable and inclusive.

Accountability

We are responsible for our actions and decisions, and always portray honesty, integrity, transparency and leadership in our contributions.

Respect

We take pride in our work and accomplishments, and in the work and accomplishments of others. We support an environment that honors the value and dignity of all individuals.

GOALS

Fiscal Responsibility

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

Community Preservation

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

Civic Pride

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

Customer Service

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

Recreational Opportunities

To facilitate diverse recreational opportunities for people of all ages.

Public Safety

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

Economic Prosperity

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

Leadership

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

Long Term Planning

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



Agenda Item # _____

Meeting Date: **September 22, 2020**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: DEVELOPMENT AGREEMENT REGARDING COMMUNITY TRANSIT'S SWIFT ORANGE LINE BUS RAPID TRANSIT PROGRAM

PROPOSED MOTION:

Authorize the City Manager to execute the attached Development Agreement regarding Community Transit's Swift Orange Line Bus Rapid Transit Program.

KEY FACTS AND INFORMATION SUMMARY:

Community Transit is currently in the design phase for their Swift Orange Line Bus Rapid Transit (BRT) project. BRT is often described as light rail on pavement, and operates in a different manner than typical bus service. Rather than operating on a schedule, BRT operators strive to maintain a frequent headway, arriving about every 10 minutes throughout much of the day. Riders can purchase tickets at each station and ORCA card users can tap their cards at the station just like at Link light rail stations. Then, riders simply enter and exit the coach through open doors and the bus departs after a brief stop, with spot checks on-board the coach for fare enforcement.

The Swift Orange Line will start at a Edmonds College, run along 196th Street SW/SR 524 connecting to the light rail station in Lynnwood, and then continuing north on 33rd Avenue W, passing Alderwood Mall, and 36th Avenue W to 164th Street SW, and then east to SR 527 in Mill Creek, then north to McCollum Park Park and Ride. As seen on Exhibit A in the attached Development Agreement (DA), the route will have one new station in Mill Creek (westbound on 164th SE at Mill Creek Boulevard). The remainder of the stations in Mill Creek on SR 527 will utilize the existing Green Line stations, with one stop in each direction. The Swift Orange Line will be completed in time for the arrival of light rail in Lynnwood. With direct access to the Lynnwood light rail station, the Swift Orange Line will provide high-frequency connections by transit from Mill Creek to Seattle, SeaTac, Federal Way, Bellevue, Redmond, the University of Washington, and the entire light rail system.

Physical improvements will be required at the new BRT station, which is depicted in Exhibit B of the attached DA. The location will require construction of sidewalk improvements and a standard Swift Orange Line station, which will be separate from the existing local bus stop. The design of the Swift Orange Line station will be the same as the other Orange Line stations, and will differ slightly from the Green Line stations, to take advantage of lessons learned with the Orange Line. Minor improvements will also be made to the existing swift Green Line stations to acknowledge the Orange Line's use of the station and improve signage visibility.

The DA for the Swift Orange Line station in Mill Creek is required by the Federal Transit Administration, which is providing funding. The DA also memorializes several administrative matters, such as design standards, permitting and maintenance responsibilities. City staff will

City Council Agenda Summary
Page 2

use the terms and exhibits of the DA to review the construction plans to make sure that the project meets the City's expectations. As part of the DA, Community Transit has agreed to pay the City a total of \$2,000 to mitigate for stormwater impacts and \$5,000 for the administrative costs of reviewing the building plans for the single station (\$7,000 total).

Community Transit Staff will be available to make a presentation and answer questions on the project and the Development Agreement.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of the attached Development Agreement regarding Community Transit's Swift Orange Line Bus Rapid Transit Program.

ATTACHMENTS:

- Development Agreement regarding Community Transit's Swift Orange Line Bus Rapid Transit Program, including Exhibits A – D

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager

G:\Public Works and Development Services Department\CT Orange Line\ILA\Orange Line DA Agenda Summary.docx

Community Transit Development Agreement

Mill Creek City Council, September 22

Roland Behee, Director of Planning & Development

Christopher Silveira, *Swift* BRT Program Manager



Swift Orange Line

Program Overview

Characteristics of *Swift* BRT

- Frequent
 - Every 10 min on weekdays, every 20 min on evenings, weekends
- Fast and Reliable
 - Mix of lane priority and signal priority
 - Quick stops at stations
- Easy to Use
 - Fully accessible stations
 - Pay at station
 - See next bus real-time arrival information
 - Board at any door
 - Bike racks on board



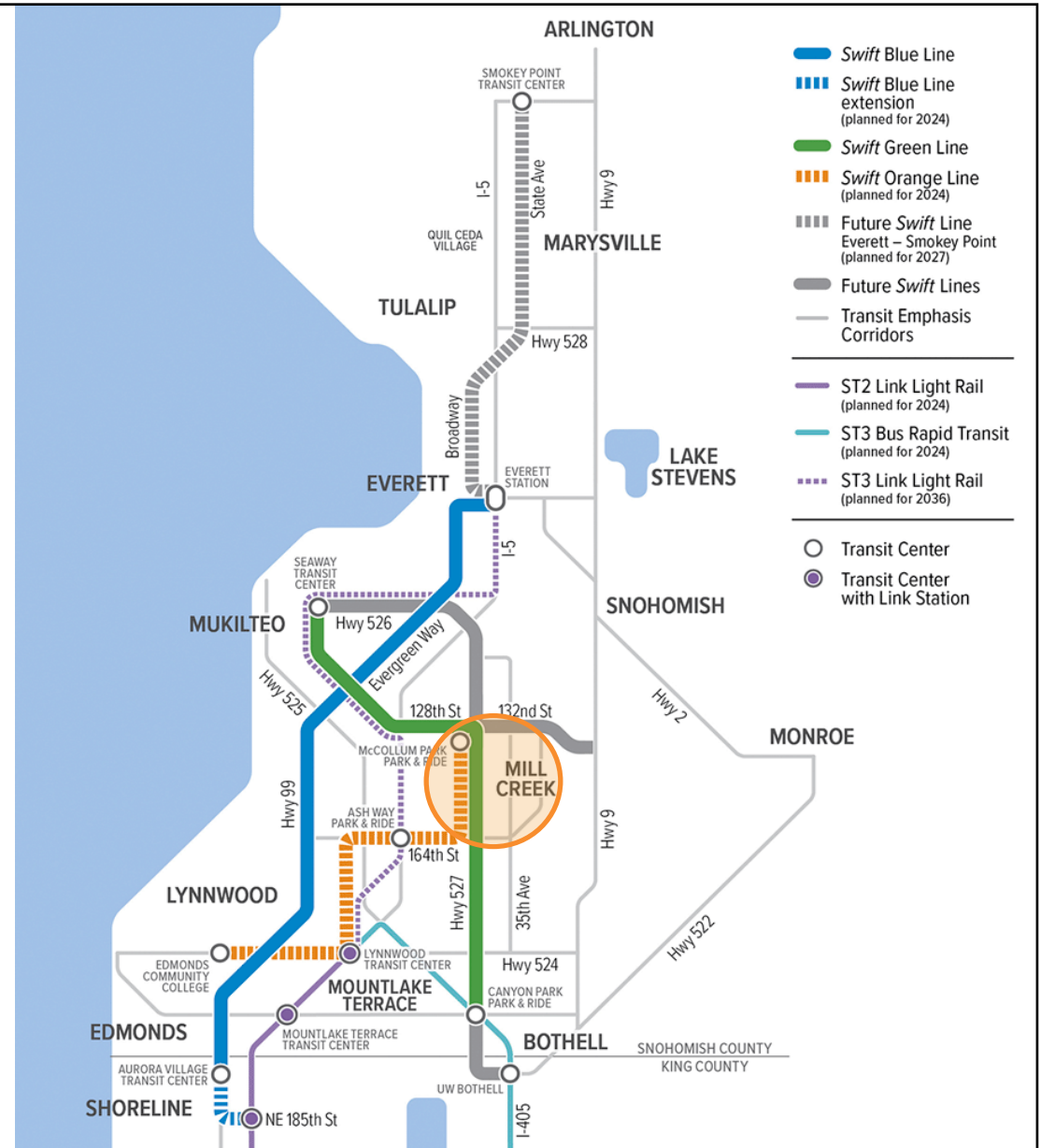
Local and Regional Connections

→ Mill Creek's 2025 High-Capacity Transit Network includes

- *Swift Green Line*
- *Swift Orange Line*

→ Frequent, All Day Regional Connections

- *Swift Blue Line*
- *Stride I-405 BRT*
- *Link Light Rail*



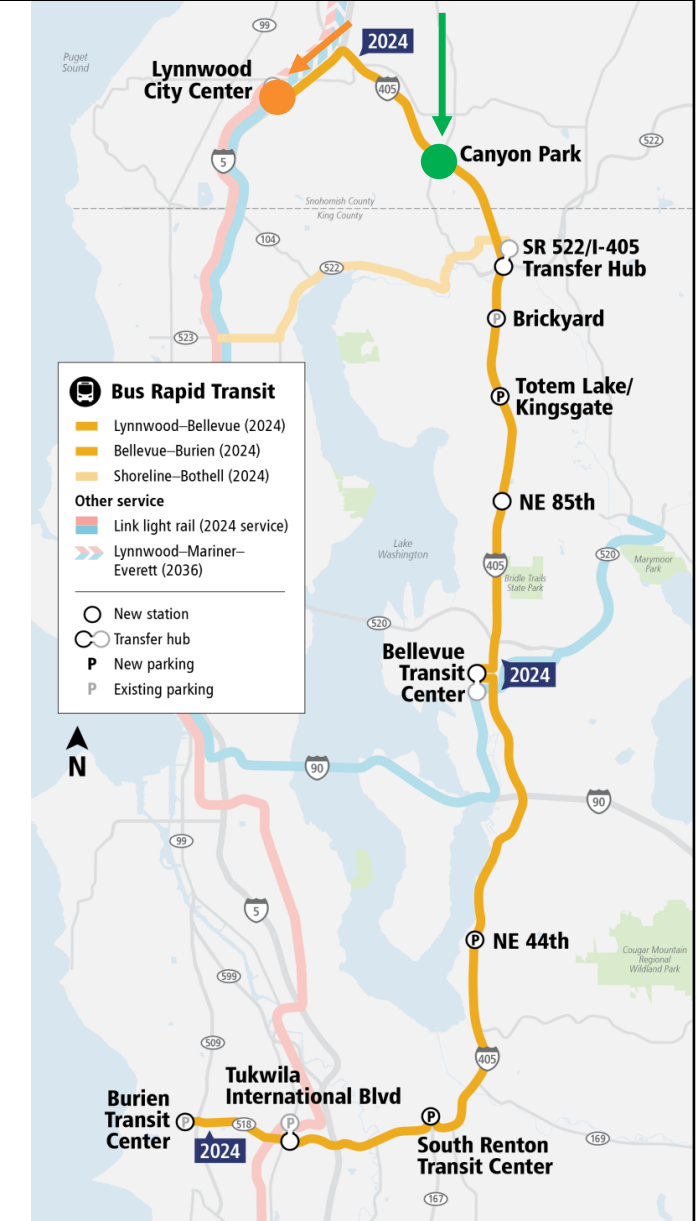
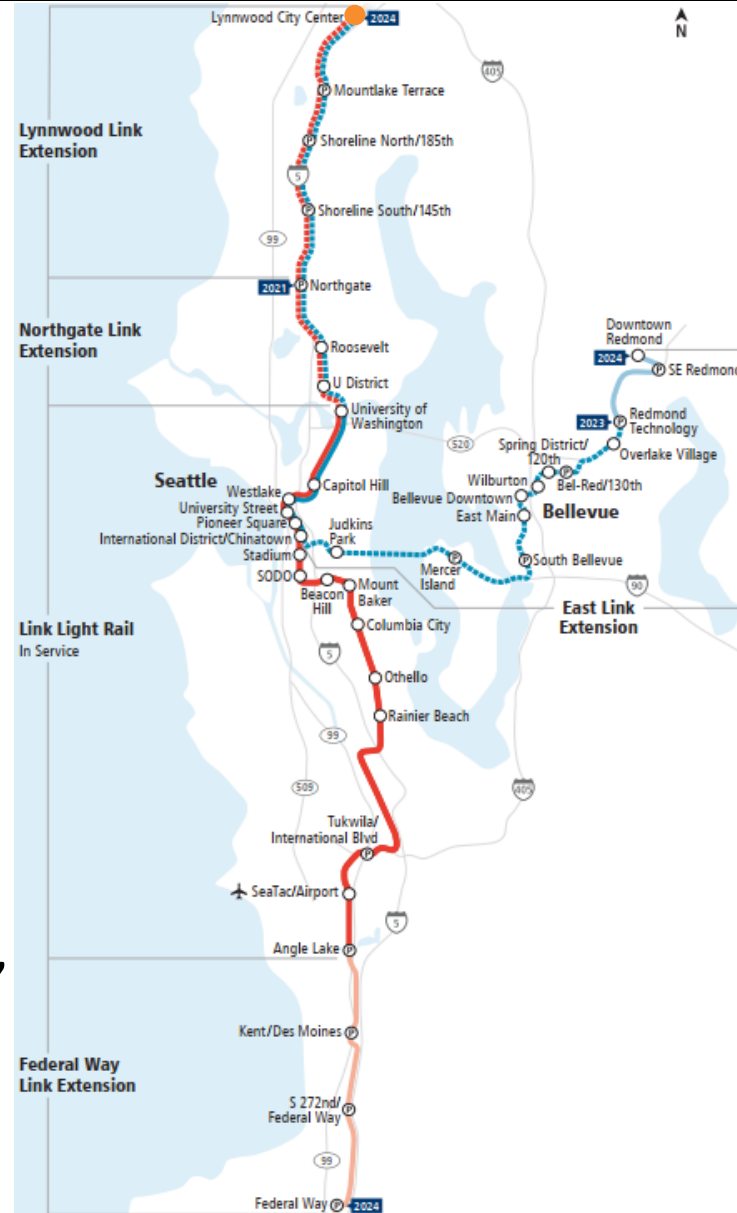
Sound Transit Connections

→ Link at Lynnwood

- Shoreline
- U District
- Seattle
- SeaTac
- Federal Way
- Bellevue
- Redmond

→ Stride at Lynnwood, Canyon Park

- Bellevue
- South King County



Swift Orange Line

Development Agreement

Coordination with Mill Creek Staff

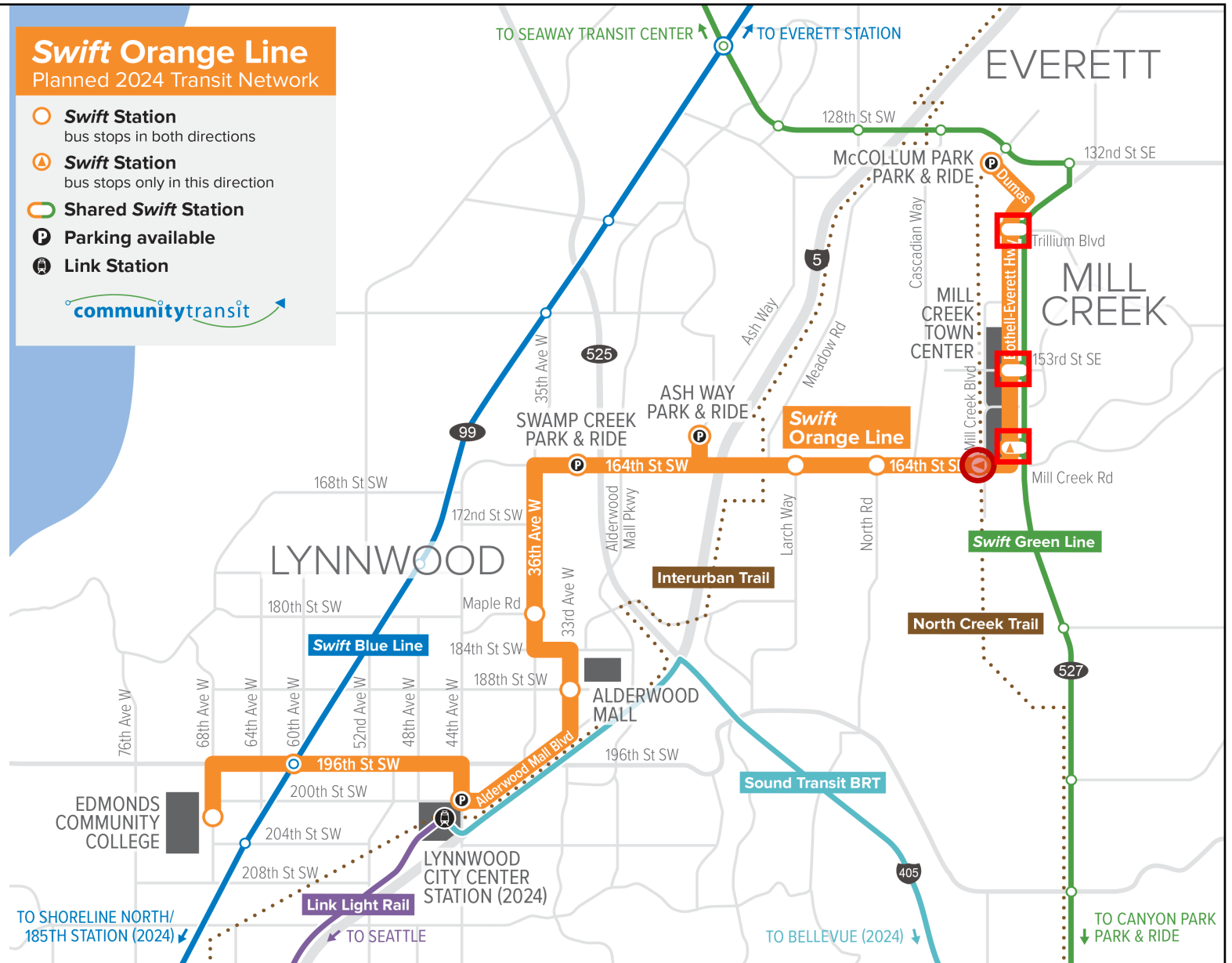
- Consistent meetings with City of Mill Creek
- Design reviews at each milestone
 - Improves communication
 - Reduces risk, unknowns
 - Improves outcomes
- Development Agreement
 - Formalizes coordination process, responsibilities
 - Meets federal requirements

Development Agreement

- Based on existing Swift Green Line Development Agreement
- Minimal Changes
 - Project Name
 - Clarify ROW acquisition and easement transfer process
 - Exhibits
- Objectives
 - Define processes and payment
 - Determine roles and responsibilities b/w CT and Mill Creek

Route & Stations

- 11.3 miles
- Up to 14 station pairs (3 in Mill Creek)
- Major Destinations
 - Mill Creek Town Ctr
 - Alderwood Mall
 - Lynnwood City Ctr
 - Edmonds College





Updated Station Design



Questions



DEVELOPMENT AGREEMENT

Regarding

Community Transit's Swift Orange Line Bus Rapid Transit Program

I. Parties

This Development Agreement (Agreement) is entered into by the City of Mill Creek, Washington, a municipal corporation (City) and Snohomish County Public Transportation Benefit Area dba Community Transit (Community Transit), a municipal corporation, in consideration of the mutual benefits to be derived. The City and Community Transit are each of Party, and collectively the Parties, to this Agreement.

II. Recitals

WHEREAS, RCW 36.70B.170, et seq., MCMC 17.38.050, and other laws authorize development agreements between the City and persons having ownership or control of real property in order to establish and implement development standards that will govern and vest the development and use of real properties and provide mitigation for impacts relating thereto; and

WHEREAS, Community Transit owns real property and/or will acquire easements, and has established standard Swift Orange Line Bus Rapid Transit (BRT) Station designs for its Swift Orange Line BRT program, along 164th Street SE within the City; and

WHEREAS, Community Transit has proposed that the City agree to apply consistent design standards and a uniform review process to the Swift Orange Line BRT program (Program) in order to ensure that future Swift Orange Line BRT Stations ("BRT Stations") along the entire transportation corridor (depicted in attached **Exhibit A**) are visually coherent and easily identifiable to the general public regardless of the jurisdiction in which a particular BRT Station may be located; and

WHEREAS, the Parties intend that (i) those portions of this Agreement related to authorization of BRT Station review process and construction of BRT Stations be limited to a duration of 5 years as set forth below, and (ii) those portions of this Agreement related to the land use status of the BRT Stations, easements, maintenance requirements, and other terms that by their nature comprise continuing obligations of the Parties should continue in perpetuity or until changed by the Parties; and

WHEREAS, Community Transit and the City now desire to enter into this Agreement to establish such consistent development standards and uniform review processes for Community Transit's Swift Orange Line BRT program; and

WHEREAS, the City Council has found that the proposed Agreement is consistent with the City's applicable development regulations and is in the best interests of the public and general welfare of the City;

1 **III. Terms and Conditions of Agreement**

2
3 NOW, THEREFORE, in consideration of the mutual benefits and advantages to the Parties
4 arising from this Agreement, the Parties agree as follows:

5
6 1. Statement of Authority. This Agreement is entered into pursuant to the
7 authorization of RCW 36.70B.170 and MCMC 17.38.050 and is intended and designed to
8 vest the Program to the development standards and review processes set forth in this
9 Agreement. Vesting is limited to the specific topics and subjects referenced in this
10 Agreement. Any applicable development requirement of the City not specifically
11 referenced herein that would thwart the Program and the intent of this Agreement shall
12 apply based on the date of vesting as determined by the City in accordance with City
13 regulations, ordinances and state law.

14
15 2. Stormwater Measures and Mitigation Payments.

16
17 2.1 Stormwater mitigation measures, development conditions and other
18 requirements levied pursuant to Chapter 43.21C RCW are a proper subject of development
19 agreements pursuant to RCW 36.70B.170(3)(c) and MCMC 17.38.050. As partial
20 consideration for this Agreement, Community Transit offers, and the City agrees to accept,
21 a payment (Stormwater Mitigation Payment, or SMP) of \$2,000 per each City-approved
22 BRT Station. Stormwater Mitigation Payments shall be made to the City as a condition of
23 the City's issuance of a building or other construction permit for the approved BRT Station.
24 SMPs are in lieu of on-site stormwater improvements for any such approved BRT Station
25 impacts, and are final and nonrefundable when made. At the City's discretion, SMPs may
26 be applied to any of the following: an existing stormwater mitigation site within the
27 jurisdiction of the City, a regional stormwater mitigation project, or any other stormwater
28 quality or quantity program or project providing general stormwater benefits to the City.

29
30 3. Review Process and Design Standards.

31
32 3.1 SEPA Review. Community Transit shall be the SEPA lead agency for the
33 Project.

34
35 3.2 CUP Review Process. Subject to Section 3.3 below, Community Transit
36 shall prepare and apply for, and the City shall review and issue pursuant to the City's
37 development code, one conditional use permit (CUP) inclusive of all planned BRT Stations
38 within the City. The CUP shall establish common conditions, requirements and
39 authorizations for the BRT Stations, inclusive of the design standards set forth herein, and
40 shall be appealable as provided in the development code. Upon issuance of the CUP and
41 expiration of any appeals, Community Transit may apply for individual building permits
42 for each planned BRT Station which permits shall be issued by the City in accordance with
43 the CUP. The CUP issued hereunder shall survive termination of this Agreement.

44
45 3.3 CUP Exemption. Any BRT Station that is wholly located within (i) the
46 public right-of-way, or (ii) Community Transit property owned in fee and/or controlled by

1 easement, or (iii) any combination thereof, and shall be exempt from the CUP application
2 and review process described in Section 3.2 above.

3
4 3.4 ROW Permit. Community Transit shall prepare and apply for, and the City
5 shall review and issue pursuant to MCMC Chapter 12.04, one right-of-way work permit
6 (ROW Permit) inclusive of all planned BRT Stations within the City for portions thereof
7 located within the public right-of-way. The ROW Permit shall establish common
8 conditions, requirements and authorizations for the BRT Stations, inclusive of the design
9 standards set forth herein, and shall be appealable as provided for such ROW Permits.
10 Upon issuance of the ROW Permit and expiration of any appeals, Community Transit may
11 apply for individual building permits for each planned BRT Station which permits shall be
12 issued by the City in accordance with the ROW Permit. The ROW Permit issued hereunder
13 shall survive termination of this Agreement.

14
15 3.5 Design Standards. RCW 36.70B.180(3)(d) and MCMC 17.38.050
16 authorize the establishment of design standards by development agreement. For the
17 duration of this Agreement as established in Section 8 hereof, the City agrees that the Swift
18 Orange Line BRT Station sites at the locations shown and depicted on attached **Exhibits**
19 **A and B** shall be constructed to incorporate the specific design features shown on attached
20 **Exhibit C**, which exhibits are fully incorporated into this Agreement by this reference.
21 The foregoing design features have been approved by the City in this Agreement to ensure
22 the consistency of basic Swift Orange Line BRT Station design throughout the
23 transportation corridor and to facilitate public awareness and utilization of the Swift
24 Orange Line BRT Station program and service. Since the BRT Station improvements are
25 to be located within the public rights-of-way and/or Community Transit property owned in
26 fee or controlled by easement, the Swift Orange Line BRT Stations are exempt from the
27 City's design review program except as set forth in this Agreement. The iconic markers
28 identified in the Exhibits that are part of each BRT Station shall be reviewed and approved
29 pursuant to this Agreement during the building permit review process with the intent of
30 achieving the uniform look desired by Community Transit for the BRT Stations. The
31 Design Standards approved hereunder and applied to the BRT Stations shall survive
32 termination of this Agreement and remain applicable to the BRT Stations to the same extent
33 as provided under the City's development code for other design standards.

34
35 3.6 To allow for multi-agency review and coordination for the Swift Orange
36 Line BRT Station design, Community Transit and the City will work together to complete
37 the CUP, ROW Permit, structural and other building reviews early in the permitting
38 process. To facilitate this early review, the City will accept and process permit applications
39 from Community Transit prior to Community Transit's formal ownership of each of the
40 BRT Station sites. Individual development and building permits for a BRT Station will
41 not be issued by the City until Community Transit has legal control of the necessary
42 property, either by written ownership deed, authorization from the owner, or "Access and
43 Use" stipulation or judgment.

44
45 3.7 Some of the BRT Stations may utilize easements from private property
46 owners. The Parties agree that the area used for the BRT Station sites pursuant to the

1 Agreement will be classified as landscaped area when determining site setbacks, lot
2 coverage and landscaping requirements for the existing and future development of the
3 private property adjacent to or on which the BRT Station is located.

4
5 4. Status of BRT Stations as Conforming Uses. The BRT Stations at the locations
6 shown on **Exhibit B** shall comprise conforming uses. So long as said Stations continue to
7 serve a transit purpose, as described and originally authorized in applicable Federal Transit
8 Administration (FTA) or as otherwise approved by the FTA, they shall continue to be
9 considered conforming uses.

10
11 5. Right-of-way Acquisition and Transfer of Property. Community Transit shall be
12 responsible for identifying, paying for, and acquiring all right-of-way necessary for the
13 Project. Certain portions of said right of way, including roadway, sidewalk and utility
14 easements required for the Project, shall be transferred to the City of Mill Creek once
15 construction is complete. A list of the approximate location and description of the transfer
16 easements is found in Exhibit D ("Transfer Easements"). The City agrees to accept
17 Transfer Easements, in consideration for signing this Agreement provided that the
18 anticipated cost of maintaining the transferred interests is negligible. The transfers will be
19 facilitated by Community Transit or its agent and will be completed at such time as all
20 Transfer Easements have been acquired. The Transfer Easements will be transmitted to
21 the City in the same format and property interest as was acquired by Community Transit.

22
23 6. FTA Status and Control. The Swift Orange Line BRT Project is funded by the
24 Federal Transit Administration (FTA). The City acknowledges that pursuant to FTA grant
25 requirements, Community Transit must demonstrate and retain satisfactory continuing
26 control over the use of the Project, related improvements and right-of-way. To address
27 FTA continuing control requirements, BRT Stations, right-of-way acquisitions, and related
28 improvements must remain available to be used for its originally authorized FTA grant
29 purpose throughout its useful life, including but not limited to retaining undiminished
30 transit function for the useful life of the Station, as defined by and in a manner satisfactory
31 to the FTA. If a future project requires any BRT Station(s) approved pursuant to this
32 Agreement to be modified or relocated, the project proponent will be required to obtain all
33 applicable City permits and approvals, and will be responsible for coordinating the
34 transportation planning and project design with Community Transit to support continued
35 transit service at the relocated or modified facility. The City acknowledges the Federal
36 interest in the Project property and agrees that it will take no action which compromises or
37 otherwise diminishes such interest. The future project proponent will be charged all
38 applicable planning, design, construction, administrative, and relocation costs, expenses
39 and fees incurred and recoverable by the Parties in addressing the future project.

40
41 7. Maintenance Obligations. Community Transit shall be responsible for all routine
42 and ongoing maintenance and all structural maintenance of the BRT Stations, loading
43 platform and facilities. The City shall be responsible for all routine and ongoing
44 maintenance and all structural maintenance of any new roadway, sidewalks, signals, and
45 stormwater facilities constructed as part of the BRT Stations within the City limits and
46 lying outside the red dotted line on **Exhibit C** hereto. Community Transit shall be

1 responsible for all routine and structural maintenance for BRT Station area within the red
2 dotted line on **Exhibit C** hereto.

3
4 8. Reservation of Authority to Impose New Regulations. The City does not waive its
5 police power authority and specifically reserves its authority pursuant to RCW
6 36.70B.180(4) and its police power, to impose new or different regulations to the extent
7 determined necessary or advisable by the City and/or as allowed by law.

8
9 9. Duration. This Agreement shall vest Community Transit with the authority to
10 develop the BRT Stations shown and described on **Exhibits A, B, and C** for a period of
11 five (5) years from the date of execution of this Agreement under current City development
12 standards and review processes and the Terms of this Agreement. These rights may be
13 exercised by filing fully complete building permit applications within such five-year period
14 in accordance with state law and City ordinance. If and when Community Transit, in its
15 sole discretion, deems it appropriate to terminate the Swift Orange Line BRT program, the
16 provisions of this Agreement shall automatically lapse, if said five-year period has not run;
17 provided that the terms of this Agreement identified in Section 14 hereof shall survive.

18
19 10. Delay in Effective Date in Event of Appeal. This Agreement relates to project
20 permit applications and approvals, such as building permits, conditional use, right-of-way
21 use and construction, and encroachment permits. Therefore, this Agreement shall be
22 effective upon the expiration of the appeal period provided in Chapter 36.70C RCW. In
23 the event of an appeal of this Agreement, if the Agreement is upheld in the final judicial
24 decision, the five-year period established under Section 8 shall automatically be extended
25 to commence upon the date of entry of such final order upholding the Agreement and to
26 run for a period of five years thereafter.

27
28 11. Entire Agreement; Amendment. This is the entire agreement between the Parties.
29 Any prior understandings, written or oral, shall be deemed merged with its provisions. This
30 Agreement shall not be amended except in writing with the express consent of the Parties
31 hereto. Neither Party shall be deemed the drafter of this Agreement.

32
33 12. Effective Date; Recording. This Agreement shall be effective when filed with the
34 Snohomish County Auditor in accordance with the provisions of RCW 36.70B.190 subject
35 to the provisions of Section 8 above. This Agreement shall be promptly recorded in the
36 official real property records of Snohomish County. All costs of recording shall be borne
37 by Community Transit.

38
39 13. Assignment. Community Transit shall not assign, transfer, or encumber any rights,
40 duties or interest accruing from this Agreement without the prior written consent of the
41 City.

42
43 14. Administrative Costs. In recognition of the City's costs of entering into this
44 Agreement and providing administrative services related thereto, including ROW and
45 building permit fees, Community Transit shall reimburse the City in the amount of \$5,000.

1 Such payment shall be made on or before issuance of the first building permit authorized
2 pursuant to this Agreement.

3
4 15. Dispute Resolution. In the event of any dispute between the Parties that remains
5 unresolved 45 days after written notice thereof, the Parties shall promptly engage a
6 professional mediator working in Seattle, Washington with JAMS, WAMS, JDR or a
7 similar service and shall meet in good faith with such mediator within 30 days thereafter.
8 Each Party shall bear its own costs, expenses, and attorney fees. Venue and jurisdiction
9 for any action on or arising from this Agreement shall be exclusively in Snohomish County
10 superior court.

11
12 16. Survival of Terms. The following sections of this Agreement are not limited by the
13 5-year duration set forth in Section 8 and shall continue in effect until altered or terminated
14 by further agreement of the Parties pursuant to this Agreement: Section III.1, III.2, III.3.2,
15 III.3.5, III.3.7, III.4, III.5, III.6, III.7, III.9, III.10, III.11, III.12, and III.14.

16
17 17. Exhibits. The following exhibits are incorporated into this Agreement:

18 Exhibit A – Swift Orange Line BRT Corridor Map

19 Exhibit B – Swift Orange Line BRT Station Location Aerials

20 Exhibit C – Swift Orange Line BRT Station Platform Design Details and
21 Maintenance Limits

22 Exhibit D – Swift Orange Line BRT Draft Transfer Easements

23
24 DATED this ____ day of _____, 2020.

25
26
27 CITY OF MILL CREEK

28
29
30
31 _____
32 City Manager Michael Ciaravino

33
34 ATTEST/AUTHENTICATED:

35
36
37 By: _____
38 City Clerk
39 APPROVED AS TO FORM:

40
41
42 By: _____
43 City Attorney
44

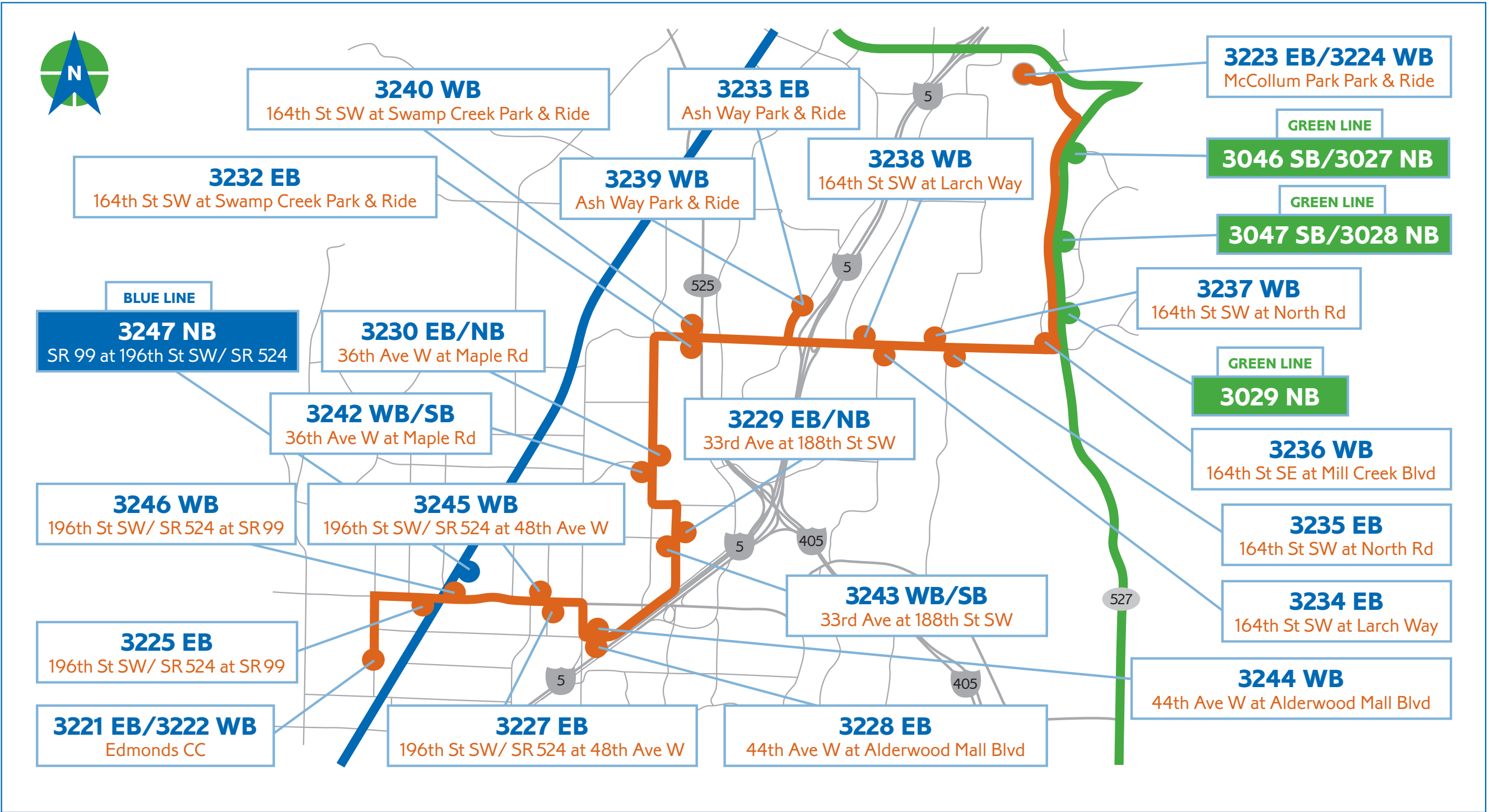
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COMMUNITY TRANSIT

Emmett Heath, Chief Executive Officer

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3

Exhibit A
[Swift Orange Line BRT Corridor Map]



DATE: 10/16/19



DRAFT communitytransit

Orange Line Station Locations



MAP
KEY

1
2
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Exhibit B
[Swift Orange Line BRT Station Location Aerials]

DATE: 08/26/2020



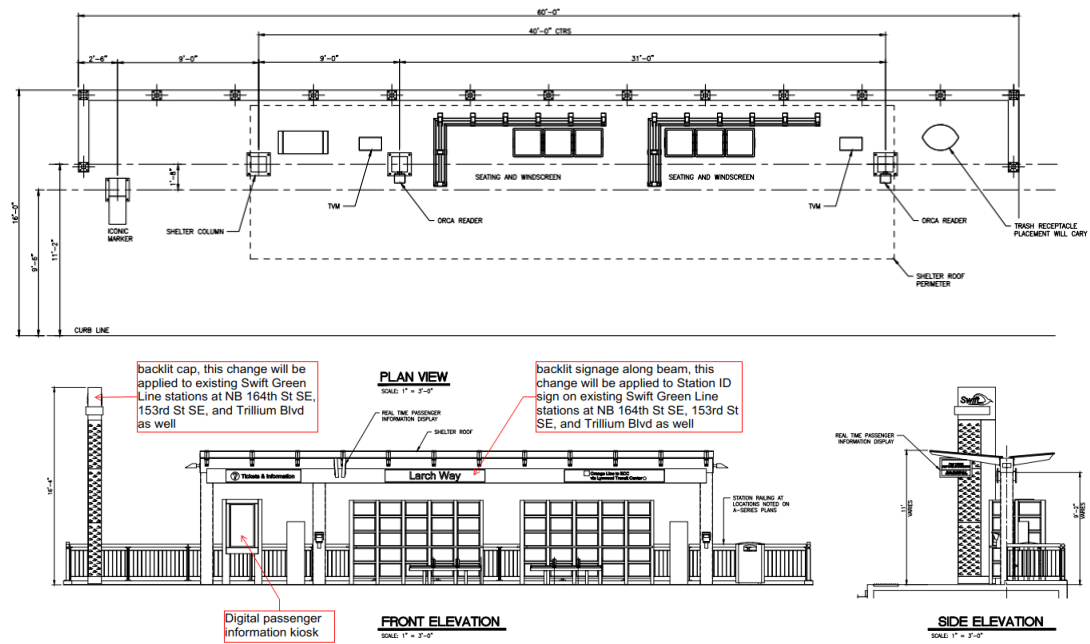
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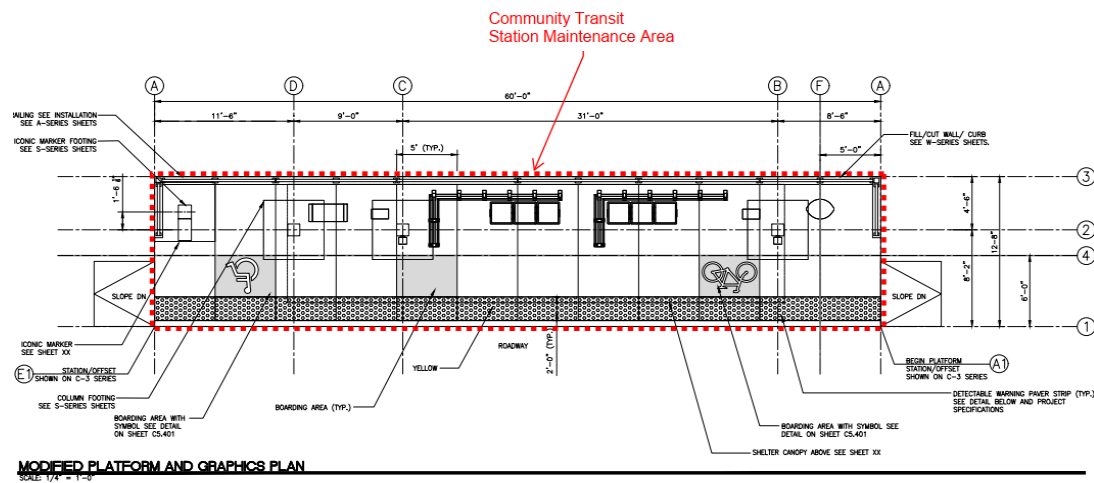
164th St SE at Mill Creek Blvd



STATION #
WB 3236

Exhibit C
[Swift Orange Line Platform Design Details and Maintenance Limits]

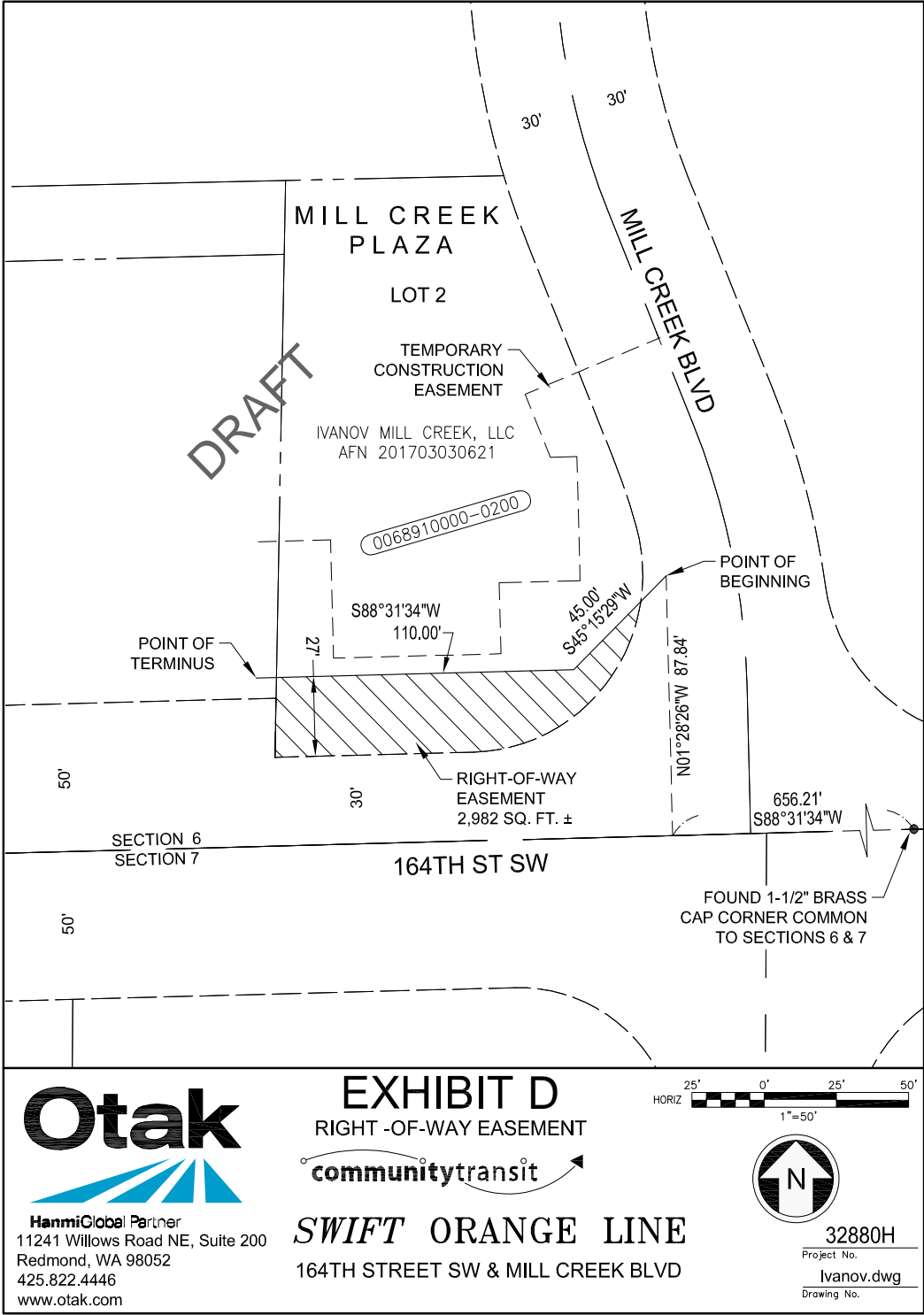


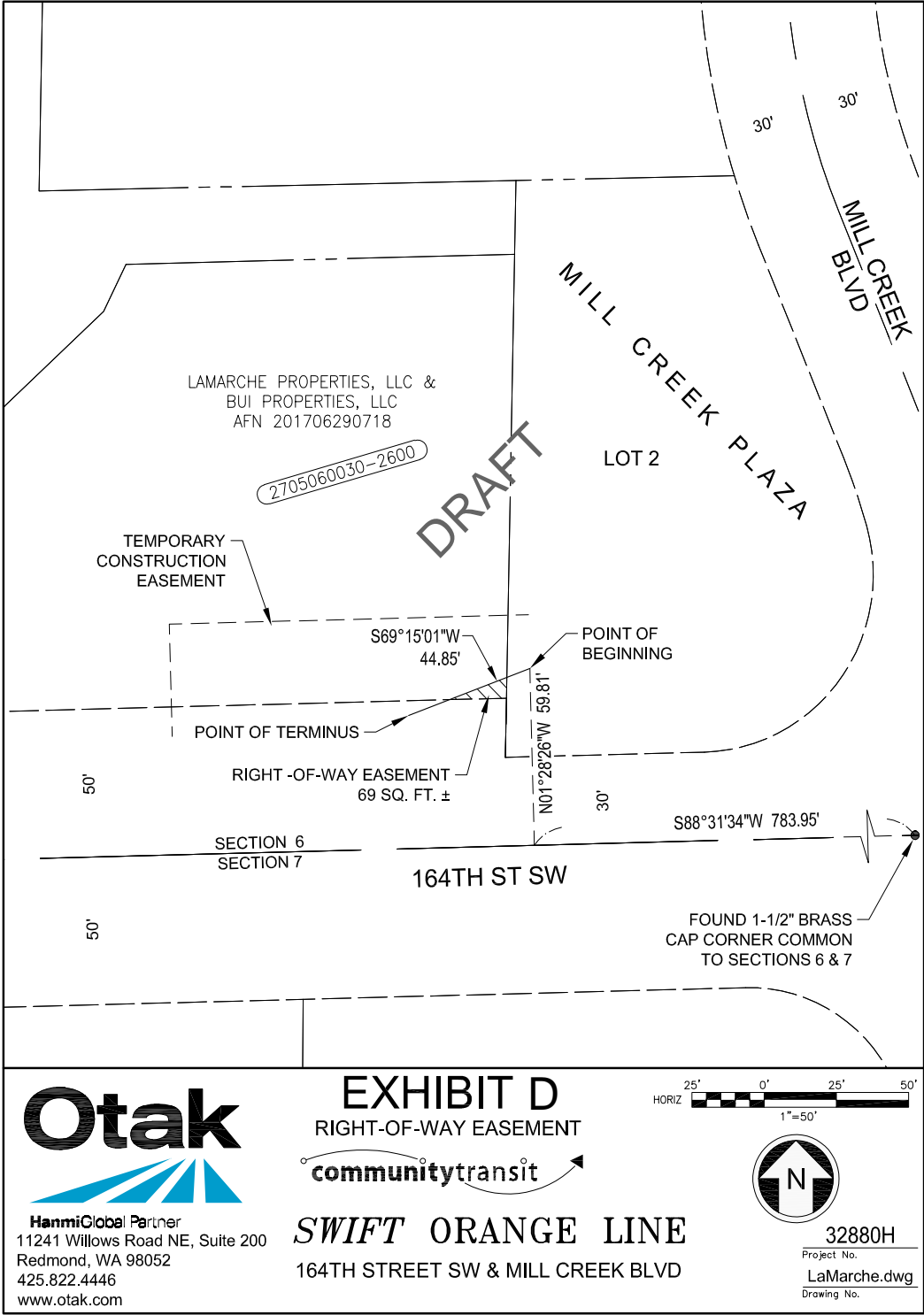


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Exhibit D

[Swift Orange Line BRT Draft Transfer Easements]







Agenda Item # _____

Meeting Date: September 1, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: ADDENDUM NO. 2 TO PROFESSIONAL SERVICES CONTRACT
2018-1474 FOR BUILDING INSPECTION AND PLAN REVIEW
SERVICES**

PROPOSED MOTION:

Authorize the City Manager to execute Addendum No. 2 to Professional Services Contract 2018-1474 for Building Official, inspection and plan review services with SAFEbuilt to: 1) increase the maximum amount of the contract to not exceed \$250,000.00.

KEY FACTS AND INFORMATION SUMMARY:

Background

The City usually employs a full-time Building Official who provides building plan review and inspection services. Historically, the City has also had a contract for plan review consultant services to provide building inspections and minor plan reviews when the Building Official is out of the office for scheduled training or vacation. In addition, during particularly busy periods, the City has used consultant services to conduct building inspections so the Building Official can focus on plan reviews.

On October 3, 2019, the City's Building Official resigned to take the Building Official job for Snohomish County. An effort to recruit a new Building Official was made but was unsuccessful. As a result, the City has found it necessary to use consultant services to provide plan review and inspection services for our customers.

To perform the plan reviews and conduct building services, the City has a contract with and has been utilizing SAFEbuilt. SAFEbuilt has provided excellent service to date. The contract stipulates that for most plan reviews the contractor receives 60% of the plan check fee received by the City from the developer and a fixed hourly rate for the inspections. On July 24, 2020, Addendum No. 1, which added engineering inspection services to assist in ensuring that public improvements that are being constructed by developers meet the minimum specifications, was administratively executed by the City Manager. No other changes were made to the contract.

Need to Amend Contract

The City's existing contract with SAFEbuilt was executed in November 2018 and includes a not to exceed limit of \$50,000. In the past building service contracts, the \$50,000 limit was satisfactory because the services were infrequently used. However, since the City has been providing all of its building plan review and inspection services through SAFEbuilt since January of 2020, the \$50,000 limit will be exceeded next month unless the contract is revised to raise the maximum limit.

City Council Agenda Summary

Page 2

The existing contract with SAFEbuilt expires on December 31, 2021. Assuming the worst case scenario, that the City is unable to hire a Building Official and uses SAFEbuilt until the end of the contract term, staff suggests that the maximum expenditure limit be raised to \$250,000. As an example to current spending, over the past couple weeks, seven single family homes have been sent to SAFEbuilt for review; the plan check fee will be approximately \$11,400. An additional 36 homes are expected to be submitted for review between now and the end of 2021. There will also be many other permits that will need review including tenant improvements for The Farm, home additions/remodels, and all of the inspections associated with these permits. Existing construction, including The Farm, is also generating a need for inspections. Providing building services is necessary to ensure the safety of Mill Creek citizens. Professional services contracts that exceed \$50,000 require City Council authorization, which is why this addendum is on the Council agenda.

Next Steps

The City is currently preparing an RFQ to hire an additional consultant to provide building plan review, building inspections, and Building Official duties as needed. This would provide a second alternative in case SAFEbuilt were to become unavailable or the City were to determine that another vender would be more suitable. In addition, the City will determine if a Building Official qualified to review plans and perform inspection services should be hired. If the City goes this route, plan reviews and inspections would again be completed in-house, potentially at a lower cost than consultant services.

CITY MANAGER RECOMMENDATION:

- Authorize the City Manager to execute the attached Addendum No. 2 to Contract 2018-1474 for Building Official, inspection and plan review services with SAFEbuilt.

ATTACHMENTS:

- Attachment 1 - Addendum No. 2 to Contract 2018-1474 Building Official, inspection and plan review services
- Attachment 2 - Addendum No. 1 to Contract 2018-1474 for Building Official, inspection and plan review services (adds engineering inspection services – administratively executed by City Manager on July 24, 2020)
- Attachment 3 - Contract 2018-1474

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager

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building services contract.docx

**CITY OF MILL CREEK
ADDENDUM NO. 2
TO CONTRACT 2018 – 1474
CONTRACT FOR BUILDING PLAN REVIEW
CONSULTANT SERVICES**

1. Parties

1.1 This Addendum No. 2 (hereinafter Addendum No. 2) to the Contract for Professional Services is entered into this ____ day of _____, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and **SAFEbuilt Washington, LLC**, located at **3755 Precision Drive, Suite 140 Loveland, CO 80538**, (hereinafter Consultant).

2. Recitals

2.1 The parties have previously entered into a Contract for Back-Up Building Official, Inspector, and Plan Review Services, on November 29, 2018, (hereinafter Original Agreement).

2.2 The parties amended this agreement in July 2020 to add engineering inspection services (hereinafter Amendment No. 1).

2.3 The expiration date of the Original Agreement is December 31, 2021; however, the maximum expenditure permitted under the Original Agreement (\$50,000) will soon be exceeded unless the maximum expenditure is amended to a higher limit.

2.4 The parties wish to continue their relationship with modifications to the terms and conditions of the Original Agreement.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modifications and additions to the Original Agreement.

3. Addendum to Contract

3.1 Section 5.1, Compensation, of the Original Agreement is amended to read as follows:

The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule specified in **Exhibit B** (as amended per Addendum No. 1) and incorporated by this reference. Expenses not identified in **Exhibit B** will not be reimbursed by the City. In no event shall the total compensation and expenses paid to the Consultant under this Agreement exceed two-hundred and fifty thousand dollars (\$250,000.00).

4. **General Provisions**

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above in Section 1.1.

CITY OF MILL CREEK

SAFEbuilt Washington, LLC,

Michael Ciaravino, City Manager

Name: Thomas P. Wilkas, CFO

Title:

ATTEST:

Naomi Fay, Interim City Clerk

CITY OF MILL CREEK

Matthew Feeley, Interim Director of Public Works & Development Services

APPROVED AS TO FORM:

BY: _____
Grant Degginger, Interim City Attorney

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Attachment 2

**CITY OF MILL CREEK
ADDENDUM NO. 1
TO CONTRACT 2018 – 1474
CONTRACT FOR BUILDING PLAN REVIEW
CONSULTANT SERVICES**

1. Parties

1.1 This Addendum No. 1 (hereinafter Addendum) to the Contract for Professional Services is entered into this 24 day of July, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and **SAFEbuilt Washington, LLC**, located at **3755 Precision Drive, Suite 140 Loveland, CO 80538**, (hereinafter Consultant).

2. Recitals

2.1 The parties have previously entered into a Contract for Back-Up Building Official, Inspector, and Plan Review Services, on November 29, 2018, (hereinafter Original Agreement) and wish to continue their relationship with some modifications to the terms and conditions of the Original Agreement.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modifications and additions to the Original Agreement.

3. Addendum to Contract

3.1 Section 3.1. Scope of Services, **Exhibit A**, Item 1, List of Services of the Original Agreement, the section titled As-Requested Building, Plumbing and Mechanical Inspection Services is amended to include engineering inspections and shall read as follows:

As-Requested Building, Engineering, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

3.2 Section 5, Compensation, Section 5.1, **Exhibit B, Service Fee Schedule** is amended to read as follows:

Service Fee Schedule:	
Inspection Services	\$100.00 per hour – one (1) hour minimum
Plan Review Services - excludes engineer review fees	60% of Municipal Fee as established by ordinance
Engineering Inspection Services – ICC certified inspector	\$110.00 per hour – one (1) hour minimum
Structural Engineering Plan Review/Inspection Services – civil engineer	\$150.00 per hour – one (1) hour minimum
Building Official Services	\$140.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	


4. **General Provisions**

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above.

CITY OF MILL CREEK



Michael Ciaravino, City Manager


SAFEbuilt Washington, LLC,



Name: Thomas P. Wilkas, CFO

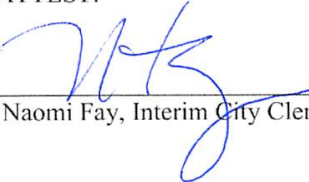
Chief Financial Officer
Title: July 02, 2020

CITY OF MILL CREEK




Matthew Feeley, Interim Director of Public Works & Development Services

ATTEST:



Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:

BY: 

Grant Degginger, Interim City Attorney

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**CITY OF MILL CREEK
CONTRACT FOR CONSULTANT SERVICES
CONTRACT NO. 2018-1474
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

1. Parties

1.1 THIS AGREEMENT entered into this 29th day of November 2018, is between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington 98012 (hereinafter City), and **SAFEbuilt Washington, LLC**, located at **3755 Precision Drive, Suite 140 Loveland, CO 80538**, (hereinafter Consultant).

2. Recitals

2.1 The City desires to contract with the Consultant for Back-Up Building Official, Inspector, and Plan Review Services, and the Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the parties agree as follows:

3. Scope of Services

3.1 The Consultant shall furnish labor, materials, and supplies necessary to perform the Scope of Services attached as **Exhibit A** and incorporated by this reference. The Consultant shall perform the Work and complete the Project so that it conforms to the highest professional standards. All services shall meet the approval of the City Manager and/or City Council, as appropriate.

3.2 The City shall review performance, reports or other submittals as identified in **Exhibit A**, and may require such modifications as it deems appropriate to bring the services into compliance with this Agreement.

4. Term

4.1 The term of Consultant's performance shall end on or before December 31, 2021 unless the parties agree in writing to extend the term or as otherwise provided herein.

4.2 Consultant shall commence work upon receipt of written notice by the City, and shall complete the work required by this Agreement in accordance with the schedule described in **Exhibit A**. Consultant understands that time is of the essence and agrees to complete all work in a timely manner.

5. Compensation

5.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule specified in **Exhibit B** and incorporated by this reference. Expenses not identified in Exhibit B will not be reimbursed by the City. In no event shall the total compensation and expenses paid to the Consultant under this Agreement exceed fifty thousand dollars (\$50,000.00)

5.2 The Consultant shall invoice the City on a monthly basis for services rendered under this Agreement. Upon acceptance by the City of the invoiced work, which acceptance shall not be unreasonably withheld, the Consultant shall be compensated in accordance with the City's usual procedures. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one percent (1%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full.

6. Independent Contractor

6.1 The Consultant is an independent agency with respect to the services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not for any reason be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

7. Ownership and Use of Documents

7.1 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.

Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of City's and others performance relative to that of other groups of customers served by Consultant; (ii)

sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, the Work Product will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to City will be exported into a CSV file and become property of City. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

7.2 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.

8. Indemnification / Hold Harmless

8.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all third-party claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from negligent, reckless, or intentionally wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance

9.1 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.

9.2 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.

9.3 Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:

9.3.1 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.

9.3.2 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 insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

9.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

9.3.4 Professional Liability insurance appropriate to the Consultant's profession.

9.4 Minimum Amounts of Insurance - Consultant shall maintain the following insurance limits:

9.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

9.4.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

9.5 Other Insurance Provision - The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Contractor's insurance and shall not contribute with it.

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

9.7 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.

9.8 Notice of Cancellation - The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

9.9 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.

10. Termination

10.1 Either party may suspend or terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party at the address given above. The City shall pay Consultant only for the work completed by Consultant and accepted by the City in accordance with this Agreement.

10.2 Unless terminated earlier pursuant to Section 10.1 of this Agreement, or extended by written agreement of the parties, this Agreement will terminate on December 31, 2021.

11. General Provisions

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

11.2 Assignment. The Consultant shall not assign all or any portion of its duties or obligations under this Agreement without the City's prior written consent.

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

11.4 Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in Snohomish County, Washington.

11.5 Compliance with Laws. The Consultant shall comply with all applicable federal, state, and local laws and regulations, and City ordinance in performing this Agreement.

11.6 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

11.7 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.

EXHIBIT A
SCOPE OF SERVICES

1. LIST OF SERVICES

As-Requested Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

As-Requested Building, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

As-Requested Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiners
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

Consultant will work with Municipality to develop an acceptable reporting schedule and format that is mutually agreeable.

2. MUNICIPAL OBLIGATIONS

- ✓ All fees will be collected, and permits issued by Municipality
- ✓ Municipality shall provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake permits, plans and related documents for pick up by Consultant and/or submit to Consultant electronically
- ✓ Municipality will provide zoning administration for projects assigned to Consultant and provide a copy of approval or denial document to Consultant

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Building Official will be on-site at the Municipal offices as mutually agreed upon
- ✓ Inspectors will be dispatched on an as-needed basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm the next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	10 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

EXHIBIT B
FEE SCHEDULE

FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing the Services
- ✓ Beginning January 01, 2020 and annually thereafter, the hourly rates listed in Exhibit A shall be increased based upon the increase in the Consumer Price Index, but not more than 4% annually. Hourly rates shall not decrease for the term of this agreement
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	\$100.00 per hour – one (1) hour minimum
Plan Review Services - excludes engineer review fees	60% of Municipal Fee as established by ordinance
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	\$140.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

EXHIBIT C

INSURANCE VERIFICATION

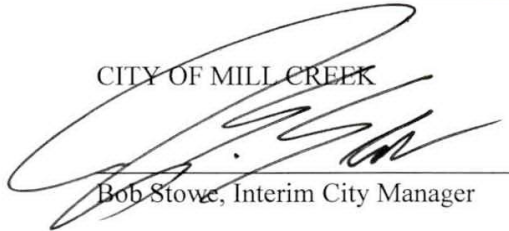
12. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, City shall not solicit or recruit, any employee or former employee of Consultant who provided services to City pursuant to this Agreement ("Service Providers") (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. Nothing in this section shall prevent City from hiring an employee or former employee of Consultant if that person is not solicited or recruited by the City.

WHEREFORE, the parties agree to be bound by the terms and conditions set forth above.

DATED this 29th day of November, 2018.


CITY OF MILL CREEK


Bob Stowe, Interim City Manager

SAFEBUILT WASHINGTON, LLC


Thomas P. Wilkas, CFO

ATTEST:


Gina Pfister, City Clerk

ATTACHMENTS:

EXHIBIT A	Scope of Services
EXHIBIT B	Fee Schedule
EXHIBIT C	Insurance Verification



Agenda Item # _____

Meeting Date: September 22, 2020**CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

AGENDA ITEM: ADDENDUM NO. 2 TO CONTRACT 2019-1504 WITH OTAK FOR PROFESSIONAL SERVICES**PROPOSED MOTION:**

Authorize the City Manager to execute Addendum No. 2 to Professional Services Contract 2019-1504 with Otak for professional design services related to the Mill Creek Boulevard Land Use and Infrastructure Plan extending the Completion Date to May 31, 2021.

KEY FACTS AND INFORMATION SUMMARY:**Background**

The City and Otak entered into a contract for preparing the Mill Creek Boulevard Corridor Subarea Plan in May 2019. The original Completion Date for the work was April 30, 2020. The Plan was not able to be completed by that date because of delays created by additional work, meetings requested by the City, and a stoppage of work caused by the COVID 19.

On June 9, 2020, the Completion Date of the Original Agreement was administratively extended by the City Manager for six months to October 31, 2020. Because work on the Plan has still not progressed during the ongoing pandemic, the project will not be complete by the October 31, 2020 expiration date identified in Addendum 1. The City's procurement procedures require City Council approval to extend the Completion Date beyond October 31, 2020.

Proposed Addendum 2

The attached Addendum 2 extends the Completion Date to May 31, 2021. Even though the State of Washington reimbursement grant for the Project is in effect through June 30, 2023, the May 31, 2021 date was selected as it would ensure that the work on the Plan is completed prior to the end of the State of Washington's biennial budget. If the work is not complete by then, reimbursement funds from the grant would be subject to re-appropriation by the legislature in the following 2-year state budget. Considering the projected lower state revenues going forward, re-appropriation would not be certain. The rest of the project will proceed per the scope of work. Attached is an updated work schedule that is consistent with the May 31, 2021 deadline.

CITY MANAGER RECOMMENDATION:

- Authorize the City Manager to execute the attached Addendum No. 2 to Contract 2019 1504 for planning and design professional services with Otak.

City Council Agenda Summary
Page 2

ATTACHMENTS:

- Attachment 1 - Addendum No. 2 Professional Services Contract 2019-1504 for professional design services related to the Mill Creek Boulevard Land Use and Infrastructure Plan
- Attachment 2 – Revised schedule reflecting May 31, 2021 Completion Date
- Attachment 3 - Addendum No. 1 to Contract 2019-1504 – (administratively executed by City Manager on June 9, 2020)
- Attachment 4 – Original Contract 2019-1504

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager

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**CITY OF MILL CREEK
ADDENDUM NO. 2
TO CONTRACT 2019 – 1504
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties

1.1 This Addendum No. 1 (hereinafter Addendum) to the Contract for Professional Services is entered into this ____ day of _____, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and Otak Incorporated, 11241 Willows Road NE, Suite 200, Redmond, Washington, 98052 (hereinafter Consultant).

2. Recitals

2.1 The parties have previously entered into a Contract for Professional Services for professional design services related to the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan (the "Project") on April 30, 2019 (hereinafter Original Agreement) and wish to continue their relationship by modifying the Agreement by extending the completion date.

2.2 On June 9, 2020, the City Manager and Consultant executed Addendum 1 to the Original Agreement extending the Completion Date from April 30, 2019 to October 31, 2020. The extension of the Completion Date was necessary as a result of delays caused by several factors including stoppage of work on Project as a result of the COVID 19 pandemic.

2.3 An additional extension of the Completion Date is necessary as a result of the continuing pandemic. Any extension of the Completion Date beyond October 31, 2020 requires City Council Approval.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modification to the Original Agreement.

3. Addendum to Contract

3.1 Section 4.1 of the Original Agreement is amended to read as follows:

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 May 31, 2021 ("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.

3.2 There shall be no change in the amount of compensation paid to the Consultant as a result of this extension of the Completion Date.

4. **General Provisions**

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above.

CITY OF MILL CREEK

OTAK, INCORPORATED

Michael Ciaravino, City Manager


Mandi Roberts, AICP, PLA

ATTEST:

Naomi Fay, Interim City Clerk

Mike Todd, Director of Public Works
and Development Services

APPROVED AS TO FORM:

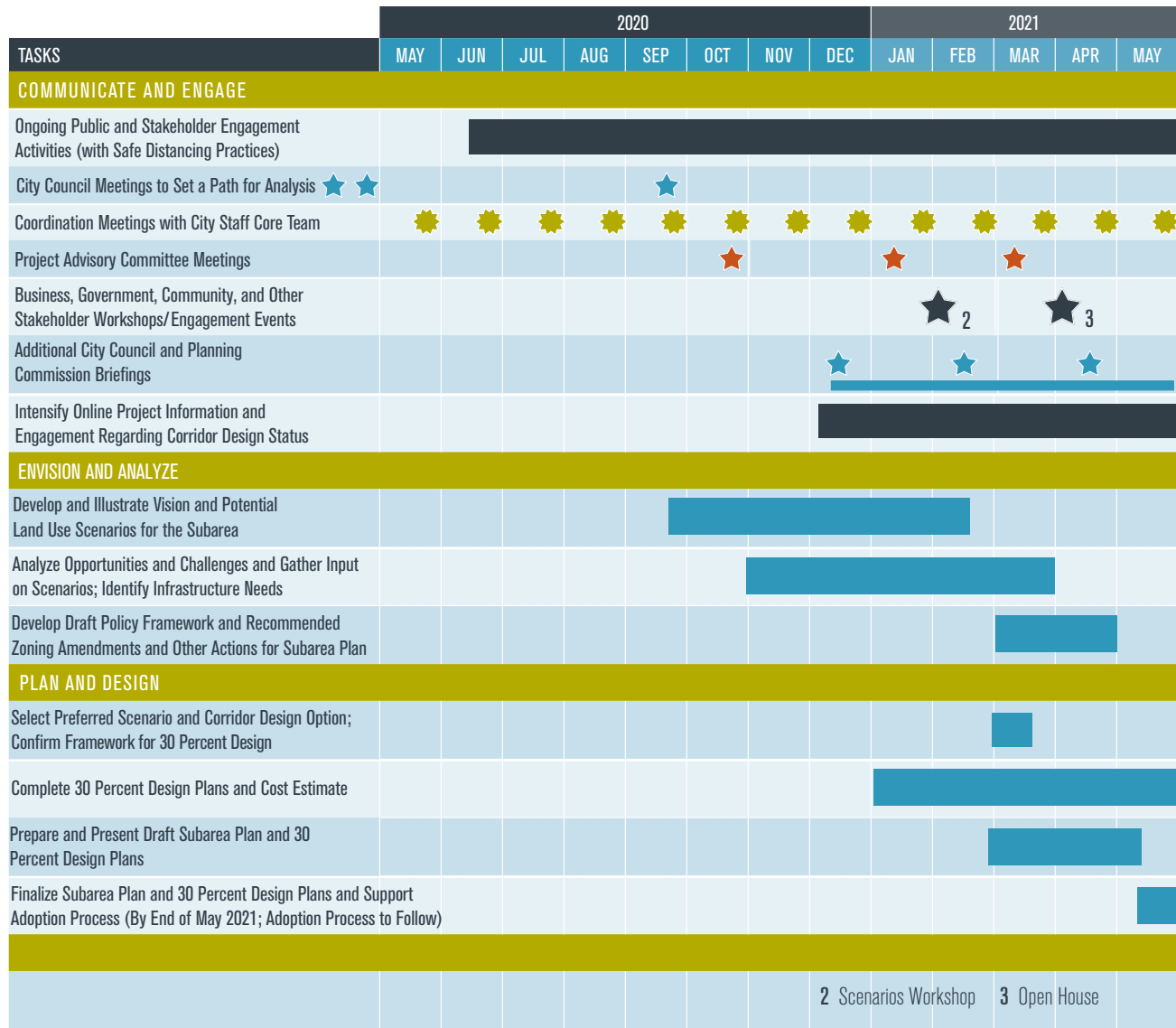
BY: 
Grant Degginger, Interim City Attorney

Jeff Balentine, Finance Director

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MILL CREEK BOULEVARD LAND USE AND INFRASTRUCTURE SUBAREA PLAN

Project Schedule for Analysis of Land Use Scenarios and Completion of the Corridor and Subarea Plan and 30% Design (September 10, 2020)



**CITY OF MILL CREEK
ADDENDUM NO. 1
TO CONTRACT 2019 – 1504
CONTRACT FOR PROFESSIONAL SERVICES**

1. Parties

1.1 This Addendum No. 1 (hereinafter Addendum) to the Contract for Professional Services is entered into this 9th day of June, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and Otak Incorporated, 11241 Willows Road NE, Suite 200, Redmond, Washington, 98052 (hereinafter Consultant).

2. Recitals

2.1 The parties have previously entered into a Contract for Professional Services for professional design services related to the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan (the "Project") on April 30, 2019 (hereinafter Original Agreement) and wish to continue their relationship by modifying the Agreement by extending the completion date.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modification to the Original Agreement.

3. Addendum to Contract

3.1 Section 4.1 of the Original Agreement is amended to read as follows:

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 October 31, 2020 ("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.

3.2 There shall be no change in the amount of compensation paid to the Consultant as a result of this extension of the Completion Date.

4. General Provisions

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above.

CITY OF MILL CREEK



Michael Ciaravino, City Manager

OTAK, INCORPORATED



Mandi Roberts, AICP, PLA

ATTEST:

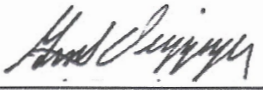


Naomi Fay, Interim City Clerk



Gina Hortillosa, Director of Public Works
and Development Services

APPROVED AS TO FORM:

BY: 

Grant Degginger, Interim City Attorney



Jeff Balentine, Finance Director

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CONTRACT 2019 – 1504

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL 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 Otak, Incorporated, a corporation organized under the laws of the state of Washington, located and doing business at 11241 Willows Road NE, Suite 200, Redmond, Washington 98052 ("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 design services related to the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan (the "Project").

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

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

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

3. Scope of Work

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

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

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-

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

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

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

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than April 30, 2020 ("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 Director of Public Works and Development Services 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 Director of Public Works and Development Services 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 Director of Public Works and Development Services 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 Director of Public Works and Development Services 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 Director of Public Works and Development Services 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 Director of Public Works and Development Services 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 Director of Public Works and Development Services.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services prepared or performed pursuant to this Agreement. Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed. The Consultant shall be responsible for the professional standards, performance, and actions of all

persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

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

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

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

7.2 Maintenance of Project Documentation

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

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

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the Director of Public Works and Development Services 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. Commencement and Monthly Reports

8.1 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.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the Director of Public Works and Development Services with each invoice a monthly report in a format approved by the Director of Public Works and Development Services 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.

9. Compensation

9.1 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 **Two Hundred Ninety-Nine Thousand Eight Hundred and Ninety-Five Dollars (\$299,895)**, including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the Director of Public Works and Development Services 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.

9.2.1 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.

9.2.2 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.

9.2.3 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.

9.3 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 and Development Services:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 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;

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

9.4 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.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.2 Termination for Convenience

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

10.2.2 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.

10.3 Consultants Duties Upon Termination

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

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

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

10.3.1.3 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.

10.3.1.4 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.

11. Ownership and Use of Documents

11.1 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.

11.2 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.

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of 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.

13. Audit and Access to Records

13.1 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.

13.2 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.

13.3 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.

14. Legal Relations

14.1 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.

14.2 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.

14.3 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.

15. Indemnification and Insurance**15.1 Indemnification**

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. 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.

15.1.2 Consultant's obligations under this Section include, but are not limited to, all claims against the Indemnified Parties 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.

15.1.3 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.

15.2 Insurance.

15.2.1 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.

15.2.2 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.

15.2.3 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.

15.2.4 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.

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

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

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

15.2.7 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**.

15.2.8 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.

16. Disputes and Remedies

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

17. Notice

17.1 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.

Director of Public Works and Development Services
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

Amanda (Mandi) Roberts, Vice President, Principal, and Senior Project Manager
Otak, Incorporated
11241 Willows Road NE, Suite 200
Redmond, Washington 98052
425-822-4446 (p)
425-827-9577 (f)

18. General Terms

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

18.2 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.

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

18.4 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.

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

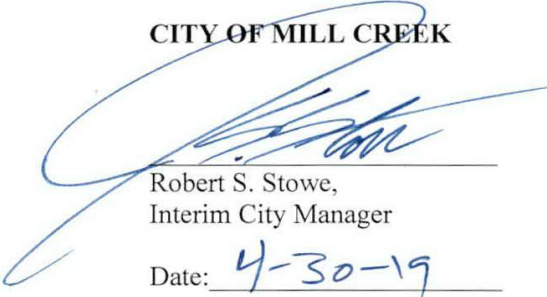
18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

18.7 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.

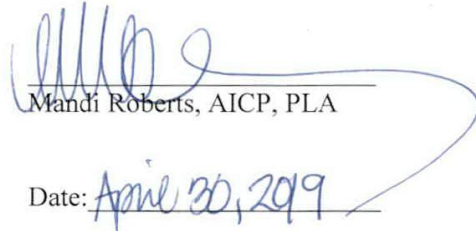
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK



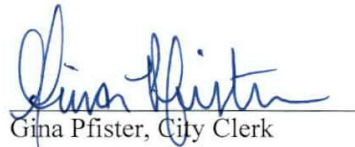
Robert S. Stowe,
Interim City Manager
Date: 4-30-19

OTAK, INCORPORATED



Mandi Roberts, AICP, PLA
Date: April 30, 2019

ATTEST:



Gina Pfister, City Clerk

APPROVED AS TO FORM:



Scott Missall, City Attorney

Exhibit A

Scope of Work

The scope of work includes four primary stages of work:

- 1.0 INITIATE AND COMMUNICATE**—project start-up and ongoing management, coordination, and communications
 - 2.0 REVIEW AND ASSESS**—review and assessment of existing conditions and background information and market analysis
 - 3.0 ENVISION AND ANALYZE**—visioning and development and analysis of alternative scenarios and concepts
 - 4.0 PLAN AND DESIGN**—selecting the preferred alternative, packaging the subarea plan, and proceeding with 30 percent design of public improvements
- 1.0 INITIATE AND COMMUNICATE**
- 1.1** The Consultant will develop a detailed project work plan to guide the subarea planning and design process. The work plan will establish milestones and benchmarks that measure the City's and our team's progress throughout the subarea planning process.
 - 1.2** The Consultant will develop a public and stakeholder engagement plan and participation strategy. Public and stakeholder engagement will include multiple series of workshops with property owners, business representatives, residents, public agencies (WSDOT and CT), and other stakeholders, as well as a variety of activities specifically tailored to the Mill Creek community and subarea, such as informational publications and displays, community open houses, presence at local community events, one on one meetings, and other engagement and outreach. Throughout the process, the Consultant team will follow the principles and methodologies of the International Association for Public Participation (IAP2) to ensure meaningful engagement and transparency. The following public, community, and stakeholder engagement activities are assumed in the scope of work.
 - 1.2.1 *Public and Stakeholder Engagement Plan/Participation Strategy***—The Public and Stakeholder Engagement Plan and Participation Strategy will describe the purpose of public and stakeholder engagement and key objectives to be achieved, the participation audience, methods for engagement, a timeline for these activities, and roles and responsibilities during the engagement process. Information from the IAP2 will be integrated into the plan.
 - 1.2.2 *Project Advisory Committee***—The City's core staff team will work with City Council to appoint an advisory committee of up to -15 people to work with our team during the planning and design process. The advisory committee will help generate the vision, policies, and other guiding information and provide feedback on design concepts, ideas, and get input as work progresses. The advisory committee would serve as a sounding board and function as liaisons to the broader interests in the subarea. We anticipate holding meetings with this committee every other month (or up to 7 times during the process) and for

these meetings we will prepare agendas, presentation materials, hand-outs and other supportive information. The advisory committee will participate in the two community workshop series, as well as the open house series.

1.2.3 Project Information Publications/Brochures—The Consultant will develop a project information hand-out/brochure for the project. As the project begins, we will develop a specific brand identity (colors, graphics, fonts, etc.) for the Mill Creek Boulevard Subarea Plan and key messages to be reflected in these information sheets. Key messages can be important to help convey consistent information during all phases of the planning process. Three editions of a project information sheet are anticipated:

- Introductory project information (summary of scope, timeline, who to contact, invitation to upcoming engagement process, context/map of study area, etc.)
- In process work – after the vision and draft policies have been developed and moving into design concepts and scenarios with an invitation to second workshop series in fall.
- Towards the end of the 30 percent design process – highlighting the subarea plan and proposed improvements in design; this could double as a “marketing” piece for grant applications and presentations on the project

1.2.4 Visioning Community and Stakeholder Workshop Series—This will be a series of interactive focus group workshop sessions over the course of three days (so up to approximately 12 meetings/sessions) as well as an overall community workshop session held within the course of the same week. Otak will facilitate an interactive community workshop approach that engages the property owners, business representatives, a developers forum/session, residents, City interests, and other stakeholders in a series of small group work sessions over the course of several days to a week. These design dialogue workshop sessions are focused on gathering effective, high-quality input from participants that leads to immediate results and graphics that can be integrated into the plan as it is developed.

This initial workshop series will focus on gathering input on the vision for the subarea, initial ideas and opportunities, as well as key challenges that need to be resolved. Visual preference tools will be developed for use in the workshop sessions and for online input. Walking tours and other activities may also be integrated into the visioning workshop series. Anticipated timing for this workshop series is mid to late June 2019. Both workshop series will include a general public workshop session open to the entire community/public (and noticed as such) on one of the afternoons/evenings of the workshop week. (In advance of these meetings, the Consultant team will be reaching out to select property owners to confirm their plans and interests related to their properties—see Subtask 2.2.)

- 1.2.5 Land Use and Infrastructure Design Concepts and Scenarios Workshop Series**— This will be a series of interactive focus group workshop sessions as well as an overall community workshop session held within the course of three days (up to approximately 12 sessions). This workshop series will focus on gathering input on the potential design concepts and scenarios for land use, urban form, and infrastructure improvements in the building on the information gathered in the visioning workshop series. Anticipated timing for this workshop series is fall 2019. This workshop series also will include a general public workshop session open to the entire community/public (and noticed as such) on one of the afternoons/evenings of the workshop week.
- 1.2.6 Web-Based Outreach**—Our team will feed information to the City's website administrators who will be building a project-specific webpage/set of webpages with links to documents, illustrations, etc. We will meet with the website group to discuss setting up the web-pages and anticipated updates during the process. We also will confirm a strategy with the City's core project team and web-administration staff to push out notices and key messages through the website and the City's social media venues (Facebook, Twitter, etc.). For the project specific webpage/webpages, our team can provide content, maps, illustrations, and other data and content for placement on the web at key milestones during the planning and design process. The website will also be an important touchstone for project information and venue for gathering comments from the public and stakeholders (through a project-specific email address accessible by the City's core team). Social media communications can also be a means for notification and outreach with potential postings of meeting activities and workshop results on Facebook, Instagram, Twitter, and other outlets can provide opportunities to reach a broader spectrum of community interests who may be interested in or following the visioning and planning process. We also often do live posting events, and participants can share their perspectives and experiences in social media forums. We also can post videos, such as of the live walking tours or stakeholder interviews.
- 1.2.7 Public Open House Series**—Once a preferred direction for the land use and infrastructure plan is determined and the area for design improvements is defined, our team will prepare presentation materials and displays representing the project in draft form for public, community, and stakeholder input prior to finalizing the 30 percent design plans. The open house series could include multiple sessions over the course of one day – such as an afternoon session and evening session (but also could include a morning coffee session or lunch time session—we will work with City staff to determine the best timing for stakeholders).
- 1.2.8 Other Creative Engagement Ideas.** Our team has worked with many communities and each public and stakeholder involvement plan is tailored to specific opportunities and interests in these places. We have created and facilitated many creative engagement events, including outdoor open houses, meet and greets at shopping areas and community locations, additional focus group meetings if needed, virtual bulletin boards, traveling displays, online

surveys (including visual preference exercises) as needed to supplement workshop input. project presence at special events and farmers markets, and a variety of other opportunities we can explore with you. We will work closely with the City to determine the appropriate level of activities and best methods for engagement. Another possibility would be to hold a special event with guest speaker(s) addressing topics of interest to the community and related to the subarea planning process. Our budget includes a management reserve contingency to cover additional preparation and attendance for these special events – to be approved on a case by case basis throughout the planning and design process.

1.2.9 *Planning Commission and City Council Meetings* There will be other more formal opportunities to gather public comments and input at Planning Commission and City Council briefings, as well as during the City Council decision-making process. For purposes of budgeting, we assume key project team members will attend up to three Planning Commission meetings and three City Council meetings during the planning and design process (in addition to advisory committee meetings, which also may include members of the Planning Commission and City Council). Meeting attendance dates are to be determined working closely with the City's core project team. Two additional Planning Commission and two additional City Council meetings are assumed for the adoption process (see Subtask 4.4); so five meetings total each with Planning Commission and City Council. We anticipate City staff will brief and update Planning Commission and City Council at other monthly meetings where our team members may not be in attendance. The three briefings planned as part of this task (1.2.9) will include:

- Briefing/presentation on the market assessment and opportunities/challenges analysis results PRIOR to the visioning workshop series with the community and stakeholders.
- Briefing/presentation on a framework for potential planning and design scenarios PRIOR to the scenarios workshop series with the community and stakeholders.
- Briefing/presentation on preferred direction for preliminary design and priority actions/projects of the subarea plan PRIOR to public open house.

1.2.10 *Public and Stakeholder Involvement Documentation, Summaries, and Analyses.* At key milestones in the planning and design process, we can prepare brief summaries of engagement activities and results (assumes up to six summaries) to be posted online or emailed to the advisory committee and key stakeholders. We also will prepare a detailed final report as an appendix to the subarea plan, along with an executive summary to be included in the introductory section of the plan. The primary objective this reporting will be to document the process of listening and what we heard and to describe how input has shaped project outcomes.

- 1.3** Project kick-off meetings and ongoing project management and coordination—the Consultant will set up and facilitate a framework for ongoing project management, coordination, and communications, which will include at a minimum monthly meetings and check-ins with the City’s core team as well as monthly project status reports. As part of the work of Task 1.0, the Consultant team will develop an annotated outline of the contents of the Mill Creek Boulevard Subarea Plan for review by the City and advisory committee.

Task 1.0 Deliverables

- Project work plan (scope, schedule, milestones and benchmarks, communication protocols, roles, and responsibilities)
- Public and stakeholder engagement plan and participation strategy with a schedule for events and communications activities
- Project kick-off meetings with the City and our team (agendas and notes)
- Ongoing coordination meetings with the City’s core team (at least monthly) and monthly progress reports
- Ongoing public and stakeholder engagement activities and products:
 - Project advisory committee—agendas and materials for up to 7 meetings
 - Project information sheets (3 editions)
 - Workshop Series 1—Visioning (materials and facilitation) for three-day series/approximately 12 sessions
 - Workshop Series 2—Subarea Design Concepts and Scenarios (materials and facilitation) for three-day series/approximately 12 sessions
 - Web-based outreach support (supplying materials and coordinating with staff)
 - Public open house series (materials and facilitation) to include multiple sessions during one day
 - Other engagement support as needed, drawing from the management reserve contingency
- Briefings to Planning Commission (up to 3) and City Council (up to 3) throughout the planning and design process
- Public and stakeholder engagement summaries during the planning and design process (up to 6 including summaries of each of the two workshop series and the open house series)
- Final public and stakeholder engagement report and executive summary
- Draft outline of the Mill Creek Boulevard Subarea Plan document

2.0 REVIEW AND ASSESS

- 2.1** The Consultant team will gather and analyze existing information and existing conditions in the subarea, including an assessment of existing transportation and infrastructure systems and facilities. Past work by others, such as the recently completed assessment of surface water infrastructure, will be important foundational information for our evaluation of existing conditions. (We will build on this work, not re-create it.) This subtask will include a review of:
- Existing land use and zoning provisions within and immediately surrounding the subarea, including relevant adopted plans and policies
 - Existing transportation conditions, as well as transportation improvement plans

- Existing conditions that make terminating the planned SWIFT Orange Line difficult as well as potential opportunities associated with routing the Orange Line via Mill Creek Boulevard and meetings with Community Transit to coordinate on possible routing and facilities, as well as funding strategies for connectivity improvements.
- Potential right-of-way acquisition needs
- Existing conditions related to North Creek and North Creek Trail
- Existing conditions related to Pond 6 and other detention facilities and needs for stormwater management improvements
- Existing utilities and other infrastructure in the subarea
- Natural conditions related to streams, wetlands, and other features within and in proximity to the subarea and stormwater management facilities
- Arborist assessment of tree health (focused on trees along the boulevard)
- Existing on-the-ground conditions

The review and analysis of existing conditions will be documented in an Existing Conditions Technical Memorandum.

2.2 The Consultant will complete a market study to determine economically-viable land uses and zoning scenarios. Leland Consulting Group (LCG) will lead this portion of the project scope, working closely with Otak planners and designers. LCG will assess market conditions in the corridor and Mill Creek market area to inform the development of redevelopment concept alternatives and the relative financial feasibility of those concepts. This information will help the City, potential future developers, and other stakeholders assess the development potential for the corridor. Elements and outcomes of this assessment will include:

- Mill Creek/Snohomish County demographic and economic information, including population and household growth, household incomes, and demographic makeup of the population
- Key existing information and context, such as regional commute and development patterns likely to impact viable uses in the study area
- Summary of national and regional development trends (e.g., effect of online shopping on retail stores, aging population, potential market downturns, etc.) likely to affect development the study area
- Identification of market areas for various land use types
- Analysis of existing land uses and development patterns and how in-place development is likely to affect future development
- Past, current, and near-future attributes for commercial and residential development markets, such as rents levels, occupancy, construction and absorption, and attributes of notable recent developments
- Owner-occupied residential market dynamics, including the pace of permitting and construction, months of supply on the market, home values, successful styles and project amenities; rental residential market dynamics, including pricing, vacancy, absorption, unit sizes, and amenities
- A development program that identifies the types of development (housing, retail, office, lodging, other) most likely to succeed in the corridor; comparison of return

on investment; projected absorption by land use; projected attributes of future development (e.g., height, FAR, density, site sizes, parking ratios, amenities, and brand identity)

- Recommendations for how future uses in the subarea could be more competitively positioned in the market, i.e., the competitive differentiators that will make the development unique in the market place and serve as a distinctive place within the City and region

During this task, the Consultant (Otak and LCG) will conduct business and property owner interviews to gather information from a broad cross-section of key stakeholders and the business and development community. The goal is to elicit candid, direct commentary and build an environment that leads to trust and collaboration from the start—and while this subtask is listed as part of Task 2.0, this work will actually be an early effort in the process (timed with the visioning workshop series). This requires a carefully executed approach to interviews that will ensure excellent turnout and positive results. The interviews will identify key issues, opportunities, and barriers so that our team can focus our efforts and solve the right problems. Categories of stakeholders that we expect to interview will include property owners, business owners, developers, brokers, lenders, and community stakeholders such as residents and neighborhood association representatives—all those who have a stake in a healthy, vibrant corridor. The sensitive nature of some stakeholder positions sometimes requires that we conduct one-on-one meetings. For example, certain property owners may simply not feel comfortable discussing strategic information in small groups, yet their input can be essential to the success of the plan. One-on-one meetings can serve different purposes, such as to engage property owners who wish to keep their plans more private; bringing opponents into the process allowing the opportunity to discuss and address their concerns more directly; seeking additional input and expert advice; and securing early phase investments or wins. We will work with the City core team to identify property owners and business representatives to interview and methods for communication. Please note that these sessions and interviews can be incorporated into the first visioning workshop series, but it is anticipated that additional discussions (phone call interviews, etc.).

Economics and Financial Considerations will be critical to our assessment—in order to drive sustainable economic development in the study area, we will:

- Describe key employment sectors and industry clusters in the center, including the current amount of employment and projected future growth rates. Types of current and future employment are important because they influence the types of land uses and infrastructure that will be in demand. For example, high levels of employment in retail, white collar/professional, healthcare, and manufacturing sectors may drive the implementation of different types of zoning, infrastructure, and amenities.
- Document demographic attributes likely to affect businesses site selection decisions, including educational attainment and current employment types.
- Map commute patterns to and from the study area using US Census data.
- Review and map current commercial real estate development demand in the center, City, and nearby areas by reviewing office, retail, healthcare, and industrial

development, including recent construction, lease and vacancy rates, and other key metrics. The primary data source is the CoStar commercial real estate data service.

- Recommend policies and programs intended to encourage economic development in the center, which could include business recruitment, branding, industry sectors to be targeted, catalyst sites for employment-generating land uses, transportation demand management, zoning modifications, or infrastructure investments

Task 2.0 Deliverables

- Existing conditions assessment technical memorandum (draft; final to be integrated into subarea plan)
- Market and Economic Development Assessment and Recommendations Report identifying potential redevelopment opportunities (gathering and documenting of input from business representatives and property owners, information related to ROI with City Council, and other information will be part of this report) (draft; final to be integrated into subarea plan and important note: updated recommendations and related assessment will occur once planning and design of scenarios is completed-this will be an iterative and integral process within our team)
- For other public/community and stakeholder engagement activities to be held during this stage of work, see Task 1.0

3.0 ENVISION AND ANALYZE

- 3.1** This stage of work will focus on visioning for the subarea and exploring and illustrating/visualizing potential scenarios for redevelopment. The Consultant will work the City and community to develop a draft vision statement and guiding principles for the subarea that eventually will become part of the policy framework for the plan and gather input on these in the first community workshop series (see Task 1.0).
- 3.2** The Consultant will develop preliminary concepts and ideas and share these in a second community workshop series to gather input and ideas to inform potential redevelopment scenarios.
- 3.3** As an outcome of the second community workshop series, the Consultant will analyze specific opportunities and challenges associated with the scenarios and evaluate them based on specific criteria established with the City that tie to the vision and guiding principles developed for the subarea. As discussed in our project understanding, our team brings experience and diverse skills that will ensure the vision for the subarea is appropriately aspirational as well as realistic and implementable.

Task 3.0 Deliverables

All of the following will be integrated into a single technical memorandum as a compilation of Task 3.0 work (draft; with final to be integrated into the subarea plan under Task 4.0)

- Vision statement and guiding principles for the subarea, evolving into a draft vision and policy framework that addresses comprehensive planning parameters
- Presentation materials to support the first community workshop series (see Task 1.0)
- Illustrative and functional redevelopment scenarios—including plan view and 3D SketchUp view models, reference imagery, cross-sections, and other sketches and diagrams that illustrate potential redevelopment ideas and concepts
- Identification and analysis of specific infrastructure and public improvement needs associated with the redevelopment scenarios
- Evaluation criteria tied to the vision statement and guiding principles
- Presentation materials for second community workshop series (see Task 1.0)
- Analysis of opportunities and challenges, as well as potential environmental effects and evaluation of the alternative scenarios according to the criteria to inform decision-making (ROI information for City Council)

4.0 PLAN AND DESIGN

- 4.1** The culminating stage of work on the project will begin with facilitation of selection of a preferred scenario(s) for the subarea plan and identifying the necessary framework of public improvements to become the focus of design. The Consultant will compile and develop the full subarea plan, as well as recommendations for comprehensive plan and code amendments needed to support subarea plan implementation. This process will engage the advisory committee, Planning Commission and City Council, and that we also will gather public and stakeholder input via the open house series.
- 4.2** The Consultant will complete 30 percent design plans for public improvements associated with the preferred redevelopment scenario and a supporting preliminary cost estimate. The 30 percent design will be focused along the Mill Creek Boulevard corridor. In addition, a preliminary design memorandum will be prepared with recommendations for additional environmental analysis and permitting compliance that might be needed as the project moves forward through implementation. The City has stated that it would like to have sufficient information in the 30 percent design plans and memorandum, as well as information related to the subarea plan to be able to prepare a SEPA checklist and make a threshold determination(s) related to SEPA compliance. We understand that City staff will prepare the SEPA checklist. Our team will provide information developed as part of this task and the existing conditions review (natural resources conditions, tree assessment, etc.) to support the City's work on the SEPA checklist.
- 4.3** The Consultant will prepare a detailed action plan that identifies potential catalyst sites and near-term versus longer-term redevelopment opportunities (phasing), timelines, partnership opportunities, and funding and financial strategies.
- 4.4** The Consultant will finalize all documents above, as well as previous draft products from Tasks 1.0, 2.0, and 3.0 into the final draft of the subarea land use and infrastructure plan. We will prepare corresponding presentation materials for a public open house series to gather input on the draft plan. Based on public/community input, as well as ongoing input from the City, we will finalize the plan and support the

formal adoption process. We assume time for preparing presentation materials and attending up to two Planning Commission meetings and two City Council meetings as part of the formal adoption process.

Task 4.0 Deliverables

The following information can be compiled in a binder or as separate documents as part of the final deliverables for this project. The binder would include final products from Tasks 1.0, 2.0, 3.0 and 4.0.

- Full draft subarea plan with recommendations for comprehensive plan and code amendments as applicable
- 30 percent design plans for public improvements and supporting information, including a preliminary cost estimate and a preliminary design memorandum with recommendations for additional environmental and permitting compliance as needed
- Incremental action strategy/action plan for the subarea (draft; final incorporated below)
- Presentation materials for public open house series (see Task 1.0)
- Support during formal adoption process (support to and facilitation of City Council discussion and decision-making at Council meetings); assumes up to two additional Planning Commission meetings and two additional City Council meetings—presentation materials and attendance by our PM and up to one other team member (these Planning Commission and City Council meetings are in addition to those listed under Task 1.0)

Project Schedule

The preliminary project schedule, attached, represents the approach to completing the four stages of work and associated tasks and subtasks within the timeframe from April 2019 to April 2020.

Exhibit B
Project Schedule

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MILL CREEK BOULEVARD LAND USE AND INFRASTRUCTURE SUBAREA PLAN
Project Schedule

EXHIBIT B

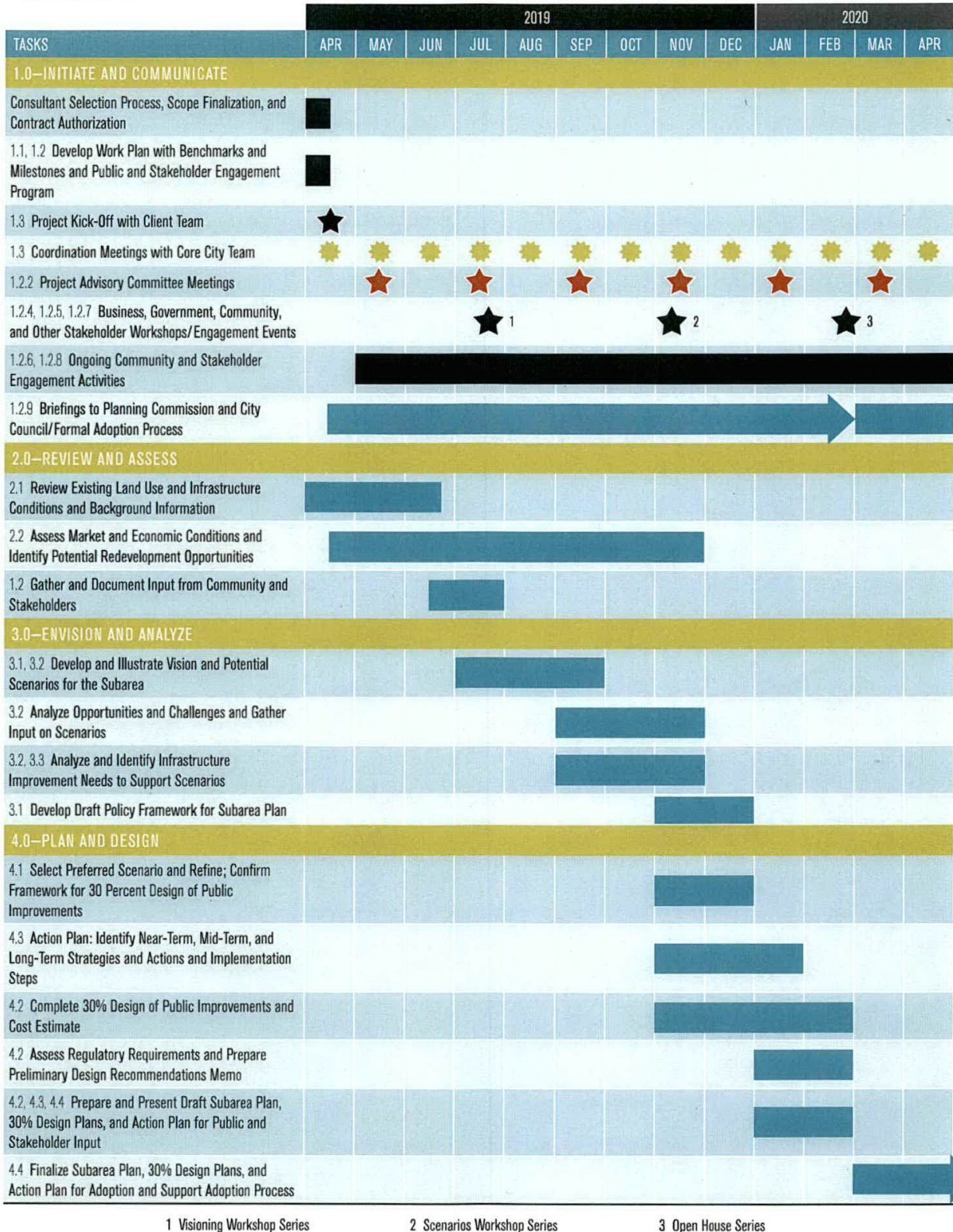


Exhibit C
Cost Summary

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Mill Creek Boulevard Land Use and Infrastructure Subarea Plan and 30% Design of Public Improvements
Preliminary Project Budgeting—Master Budget Sheet

EXHIBIT C

	Otak, Inc.										Leland Consulting Group - Market Analysis			Traffic Analysis	Hours Per Task	Costs Per Task
	Principal/PM (IMR)	Urban Designer/L Arch (LAP/PMR)	Planner (Planner/SH)	Tr. Civil Engineer (Planner and Code)	Civil Engineer/ Transit Coordination (Designer)	Engineering Support (Multiple)	Planning/ Urban Design Support (Multiple)	Materials, Graphics, Drafting, Mapping (Multiple)	Admin.	Principal/Lead	Analyst	Admin.	ALLOWANCE TBD			
Hourly Rates with Overhead and Fees Included																
1.0 INITIATE AND COMMUNICATE																
1.1 Project Work Plan	2														4	\$536
1.1.1 Public and Stakeholder Engagement Plan/Participation Strategy	4		8						2	2					16	\$3,060
1.2.2 Project Advisory Committee (Up to 7 Meetings)	34		34						34	34	16				83	\$13,500
1.2.3 Project Information Publications/Brochures (Up to 3 Editions)	3		12						34						39	\$4,260
1.2.4 Visioning Community and Stakeholder Workshop Series	28	16	28						32	2	16	16	1		139	\$18,836
1.2.5 Scenarios - Land Use and Infrastructure Design Concepts and Scenarios Workshop Series	28	16	28	16	16	16	16		56	2	16		1		251	\$31,796
1.2.6 Web-Based Outreach Support	12								24	12					48	\$5,460
1.2.7 Public Open House Series	12		12						16	4					44	\$5,460
1.2.8 Other Creative Engagement Ideas (SEE MANAGEMENT RESERVE BUDGET ALLOCATION BELOW)																
1.2.9 Planning Commission (3) and City Council Meetings (3)	12		6						6	6	16		1		47	\$6,940
1.2.10 Public and Stakeholder Involvement Documentation, Summaries, and Analyses/Final Report	4		12						16	2					34	\$3,850
1.3 Project Kick-Off Meeting and Ongoing Project Management for 12 Months	25	1	1	1	1	1	1	1	16	12	8	17			77	\$10,875
Total Hours Per Person	154	33	121	17	17	17	17	17	191	69	76	24	18		782	\$101,535
Total Professional Labor Fees Per Person	\$27,720	\$4,620	\$14,520	\$3,060	\$3,060	\$3,060	\$3,060	\$3,060	\$18,145	\$6,015	\$13,680	\$4,000	\$1,680			\$101,535
2.0 REVIEW AND ASSESS																
2.1 Existing Conditions Analysis (Land Use, Infrastructure, Environmental, GIS Base Mapping) and Technical Memorandum	4	8	8	8	8	40	40	16	8							\$19,840
2.2 Market Study/Assessment and Economic Development Recommendations Report	2									40	100	12				\$23,760
Total Hours Per Person	6	8	8	8	8	40	40	16	8	40	100	12				\$37,100
Total Professional Labor Fees Per Person	\$1,000	\$1,120	\$960	\$1,440	\$1,400	\$4,200	\$3,600	\$1,520	\$680	\$7,200	\$12,500	\$1,200				\$37,100
3.0 ENVISION AND ANALYZE																
3.1 Visioning - Draft Vision Statement and Guiding Principles (Draft Policy Framework)	4		12						4	4		1				\$3,320
3.2 Preliminary Design Concepts and Scenarios (Kit of Parts Street Elements, Layout Options, Redevelopment/Land Use Scenarios)	16	24	12	12	12	32	64	64	4	8		1				\$28,340
3.3 Analysis of Alternatives (Includes Development of Criteria and Analysis of Opportunities and Challenges Related to Each Scenario)	12	2	8	2	0	0	0	16	4	8		1				\$7,160
Total Hours Per Person	32	26	32	14	12	32	64	80	12	20	0	2				\$39,820
Total Professional Labor Fees Per Person	\$5,760	\$4,640	\$3,840	\$2,520	\$2,100	\$3,960	\$6,080	\$7,600	\$1,020	\$4,600	\$0	\$800				\$39,820
4.0 PLAN AND DESIGN																
4.1 Facilitate Selection of Preferred Alternative and Develop Full Draft Subarea Plan	12	2	16	8	8	24	24	56	24	8	0	0				\$20,800
4.2 Prepare 30 Percent Design Plans for Selected Public Improvements in Corridors	8	16	4	32	24	120	64	12	8							\$14,620
4.3 Prepare Detailed Action Plan Identifying Funding Strategy, Catalyst Redevelopment Sites and Partnership Opportunities, and Other Info	8		16	16	8	4	4	24	8	20	20	2				\$16,980
4.4 Finalize All Products and Prepare Final Plan and Supporting Products for Adoption/Support Adoption Process (2 PC; 2 CC Meetings)	8	2	16	8	8	16	16	24	12							\$13,760
Total Hours Per Person	32	20	52	64	48	104	116	116	52	28	20	2				\$86,140
Total Professional Labor Fees Per Person	\$5,760	\$2,800	\$6,240	\$11,520	\$6,400	\$17,320	\$11,020	\$11,020	\$4,420	\$5,040	\$2,520	\$200				\$86,140
Total Estimated Labor Budget	\$40,320	\$12,180	\$25,960	\$18,540	\$14,875	\$26,565	\$26,915	\$38,285	\$11,135	\$28,520	\$18,000	\$1,800				\$284,595
Estimated Reimbursable Expenses and Travel Costs (See Below)										\$213,775						\$213,775
Management Reserve for Traffic Analysis of the Preferred Alternative Scenario																\$10,000
Management Reserve for Engagement Activities/Additional Meetings if Needed																\$10,000
TOTAL BUDGET FOR SERVICES AND EXPENSES/DIRECT COSTS																\$299,895

BREAKDOWN OF REIMBURSABLE EXPENSES AND DIRECT COSTS INCLUDING TRAVEL

	Airfare	Lodging	Per Diem	Ground Transp	Subtotals	Totals
Leland Consulting Group Travel Expenses (RT Travel from Portland)						
8 Trips by Principal	\$2,000	\$1,200	\$480	\$800	\$4,480	
2 Trips by Analyst	\$500	\$300	\$120		\$920	
Additional Days Per Diem (3 x Principal; 2 x Analyst)			\$300		\$300	\$5,700

Reprographics and meeting materials (display boards, information sheets/brochures, hand-out materials, and other reimbursables)

TASK 1 INITIATE AND COMMUNICATE	\$4,800
TASK 2 REVIEW AND ASSESS	\$1,200
TASK 3 ENVISION AND ANALYZE	\$1,200
TASK 4 PLAN AND DESIGN	\$2,400
Total Estimated Reimbursable Expenses and Direct Costs	\$15,300

Exhibit D
Key Subconsultant Personnel List

Key subconsultant team members:

- Brian Vanneman, Principal, Leland Consulting Group, Market Assessment and Economic Development Opportunities
- Otak will consult with TENW and Katherine Casseday, both transportation and traffic analysis subconsultants as needed for preliminary design of the preferred alternative.

Exhibit E
Key Otak Personnel List

Key staff members from Otak:

- Amanda (Mandi) C. Roberts, AICP, ASLA/PLA Principal-in-Charge and Project Manager, Community and Stakeholder Engagement Lead
- Tyson Hounsel, PE, Project Engineer
- Curtis LaPierre, AICP, ASLA/PLA, Lead Urban Designer/Landscape Architect, Community and Stakeholder Engagement
- Cristina Haworth, AICP, Lead Urban/Land Use Planner, Community and Stakeholder Engagement
- Windi Shapley, PE, Transit Engineering/Coordination with Community Transit on Swift Operations

Exhibit F

Insurance

Attach Insurance Documentation

Client#: 53352 OTAKINC

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 4/18/2019

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).

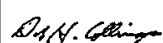
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com															
INSURED Otak, Inc. 808 SW Third Avenue, Suite 300 Portland, OR 97204		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Indemnity Company	25658	INSURER C: Beazley Insurance Company, Inc.	37540	INSURER D: Travelers Indemnity Company of America	25666	INSURER E:		INSURER F:	
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INSURER D: Travelers Indemnity Company of America	25666																
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 19-20 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 CTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		6805H2424691947	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA1502P89218GRP	01/01/2019	01/01/2020	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 CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP5C8570811847	01/01/2019	01/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		V10267191001	01/01/2019	01/01/2020	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Mill Creek Boulevard Land Use and Infrastructure Subarea Plan.
 City of Mill Creek is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
 The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER City of Mill Creek 15728 Main Street Bothell, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation is applicable where required by written contract & allowed by law.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2019

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.

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PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783		CONTACT NAME: Heather Beelar PHONE (A/C, No, Ext): (503) 227-1771 FAX (A/C, No): (503) 274-7644 E-MAIL ADDRESS: hbeelar@epbb.com	
INSURED Otak Inc. 808 SW 3rd Avenue Suite 300 Portland OR 97204		INSURER(S) AFFORDING COVERAGE INSURER A: SAIF INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	487431	01/01/2019	01/01/2020	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Mill Creek Boulevard Land Use and Infrastructure Subarea Plan

CERTIFICATE HOLDER

City of Mill Creek 15728 Main Street Mill Creek WA 98012
--

CANCELLATION

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

ACORD 25 (2016/03)

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Agenda Item # _____

Meeting Date: September 22, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **Study Session – COVID-19 Financial Impacts and Coronavirus Relief Fund – Staff Recommendations**

PROPOSED MOTION:

Motion to approve selected CARES initiative as determined by the Council.

KEY FACTS AND INFORMATION SUMMARY:

- The Study Session will focus on the current financial trend of the City of Mill Creek, possible economic consequences resulting from the COVID-19 Pandemic.
- The Session will provide the Council with staff recommendations for possible Coronavirus Relief Fund (CARES) initiatives and solicit the Council's feedback and possible motions.
- Agenda objectives include:
 - Projected COVID-19 Revenue Impact on 2020 versus 2019 and Biennial Budget
 - 2020 Projected Financial outcomes by Fund
 - Staff Recommendations – CARES Act Initiatives
 - Council Discussion
 - Next Steps / Motions

CITY MANAGER RECOMMENDATION:

ATTACHMENTS:

- Study Session Presentation

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



City of Mill Creek

COVID-19 Impacts
and
Coronavirus Relief Fund
\$926,550

9-22-2020



Financial Update – August YTD – COVID-19 Impact General Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Revenue

General Fund	2020 Trend	V. Annual 2019 thru 12-31-2019	V. Annual 2019 thru 12-31-2019
Property tax	\$ 8,020,859	\$ 79,415	1.0%
Sales & Use tax	\$ 4,230,424	\$ 415,830	10.9%
Permits, licenses, &	\$ 569,418	\$ (361,606)	-38.8%
Passport services	\$ 289,309	\$ (313,603)	-52.0%
Recreational service	\$ (10,520)	\$ (395,347)	-102.7%
Central services	\$ 506,603	\$ (300,817)	-37.3%
Intergovernmental	\$ 415,665	\$ 16,114	4.0%
Interest	\$ 62,702	\$ (122,166)	-66.1%
Fees & Penalties	\$ 100,401	\$ (44,001)	-30.5%
Other (one-time)	\$ 170,880	\$ (9,060)	-5.0%
Total	\$ 14,355,741	\$ (1,035,241)	-6.7%



Financial Update – August YTD – COVID-19 Impact General Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress



Revenue

General Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Property tax	\$ 15,962,302	\$ -	0.0%
Sales & Use tax	\$ 8,045,019	\$ 1,673,281	26.3%
Permits, licenses, & fees	\$ 1,500,443	\$ (94,637)	-5.9%
Passport services	\$ 892,221	\$ (51,270)	-5.4%
Recreational services *	\$ 374,308	\$ (244,722)	-39.5%
Central services	\$ 1,314,023	\$ (67,421)	-4.9%
Intergovernmental	\$ 815,215	\$ 15,785	2.0%
Interest	\$ 247,569	\$ (90,742)	-26.8%
Fees & Penalties	\$ 244,804	\$ (22,646)	-8.5%
Other (one-time)	\$ 350,819	\$ (10,442)	-2.9%
Total	\$ 29,746,723	\$ 1,107,184.19	3.9%



Financial Update – August YTD – COVID-19 Impact General Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress



Expense

General Fund	2020T	V. Prior Year	V. Prior Year
Legislative	\$ 54,902	\$ (61,874)	-53.0%
City Manager	\$ 1,862,716	\$ 1,133,502	155.4%
Finance & Admin	\$ 632,861	\$ (45,919)	-6.8%
Marketing & Commu	\$ 280,984	\$ (183,974)	-39.6%
Information Techno	\$ 391,892	\$ (41,087)	-9.5%
Human Resources	\$ 13,680	\$ (137,445)	-90.9%
City CMerk	\$ 98,373	\$ (37,792)	-27.8%
Police Department	\$ 5,129,622	\$ (49,380)	-1.0%
Fire Safety	\$ 4,029,015	\$ 98,270	2.5%
City Hall (non-dept -	\$ 317,923	\$ 15,357	5.1%
Planning	\$ 836,647	\$ 146,746	21.3%
Public Works	\$ 911,241	\$ (157,174)	-14.7%
Recreation	\$ 201,433	\$ (134,402)	-40.0%
Total	\$ 14,761,289	\$ 544,828	3.8%



Financial Update – August YTD – COVID-19 Impact General Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Expense

General Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Legislative	\$ 171,679	\$ (30,414)	-15.0%
City Manager	\$ 2,591,930	\$ 275,749	11.9%
Finance & Admin	\$ 1,311,640	\$ (125,174)	-8.7%
Marketing & Communication	\$ 745,943	\$ (94,555)	-11.2%
Information Technology	\$ 824,870	\$ (101,965)	-11.0%
Human Resources	\$ 164,806	\$ (18,682)	-10.2%
City Clerk	\$ 234,537	\$ (14,091)	-5.7%
Police Department	\$ 10,308,625	\$ (93,018)	-0.9%
Fire Safety	\$ 7,959,760	\$ 1	0.0%
City Hall (non-dept - incl transfers)	\$ 620,488	\$ (45,786)	-6.9%
Planning	\$ 1,526,548	\$ 131,628	9.4%
Public Works	\$ 1,979,656	\$ (96,687)	-4.7%
Recreation	\$ 537,269	\$ (83,540)	-13.5%
Total	\$ 28,977,750	\$ (296,536)	-1.0%

Reserve 2019/2020 Trend = \$6,915,022; +1,403,720 v. Budget



Financial Update – August YTD – COVID-19 Impact Street Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Revenue

Street Fund	2020T	V. Prior Year	V. Prior Year
Grants & One-time	\$ 34	\$ (299,966)	-100.0%
Motor Vehicle Fuel	\$ 357,413	\$ (72,440)	-16.9%
Multimodal Transport	\$ 28,066	\$ (272)	-1.0%
Street & Curb Perm	\$ 44,596	\$ 12,321	38.2%
Interest	\$ 5,415	\$ 606	12.6%
Total	\$ 435,524	\$ (359,752)	-45.2%

Street Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Grants & One-time (insurance)	\$ 300,034	\$ 34	0.0%
Motor Vehicle Fuel Tax	\$ 787,267	\$ (40,633)	-4.9%
Multimodal Transportation	\$ 56,404	\$ (5)	0.0%
Street & Curb Permits	\$ 76,870	\$ 16,284	26.9%
Interest	\$ 10,224	\$ -	0.0%
Total	\$ 1,230,799	\$ (24,320)	-1.9%



Financial Update – August YTD – COVID-19 Impact Street Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Expense

Street Fund	2020T	V. Prior Year	V. Prior Year
Payroll related	\$ 170,362	\$ 11,899	7.5%
Supplies	\$ 10,331	\$ (12,641)	-55.0%
Professional/Techn	\$ 118,653	\$ 34,179	40.5%
Capital Outlays	\$ 384,374	\$ 369,459	2477.1%
Repair & Maint	\$ 31,989	\$ (125)	-0.4%
Utilities (St. Lighting	\$ 148,410	\$ (10,077)	-6.4%
Total	\$ 864,119	\$ 392,694	83.3%

Street Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Payroll related	\$ 328,825	\$ 23,750	7.8%
Supplies	\$ 33,304	\$ (2,568)	-7.2%
Professional/Technical Svc	\$ 203,127	\$ (1,073)	-0.5%
Capital Outlays	\$ 399,289	\$ (20,711)	-4.9%
Repair & Maint	\$ 64,104	\$ 20,104	45.7%
Utilities (St. Lighting & Irrigation)	\$ 306,896	\$ 3,794	1.3%
Total	\$ 1,335,545	\$ 23,295.94	1.8%

Reserve 2019/2020 Trend = (\$33,252); (\$47,616) v. Budget



Financial Update – August YTD – COVID-19 Impact Municipal Arts Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress




- Revenue Trend (\$252) v. Biennial Budget
- Expense Trend +\$270 v. Biennial Budget
- Reserves Trend \$30,665; (\$522) v. Biennial Budget



Financial Update – August YTD – COVID-19 Impact Paths & Trails Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress




- Revenue Trend (\$293) v. Biennial Budget
- Expense Trend (\$452) v. Biennial Budget
- Reserves Trend \$6,970; +\$160 v. Biennial Budget



Financial Update – August YTD – COVID-19 Impact City Hall North Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress




- Revenue Trend +11,873 v. Biennial Budget
- Expense Trend (\$8,007) v. Biennial Budget
- Reserves Trend \$160,194; +\$19,880 v. Biennial Budget



Financial Update – August YTD – COVID-19 Impact Debt Service Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress




- Revenue Trend flat v. Biennial Budget
- Expense Trend flat v. Biennial Budget
- Reserves Trend (\$1,537); flat v. Biennial Budget



Financial Update – August YTD – COVID-19 Impact Local Revitalization Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress



- Revenue Trend flat v. Biennial Budget
- Expense Trend flat v. Biennial Budget
- Reserves Trend \$179,500; flat v. Biennial Budget



Financial Update – August YTD – COVID-19 Impact REET Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

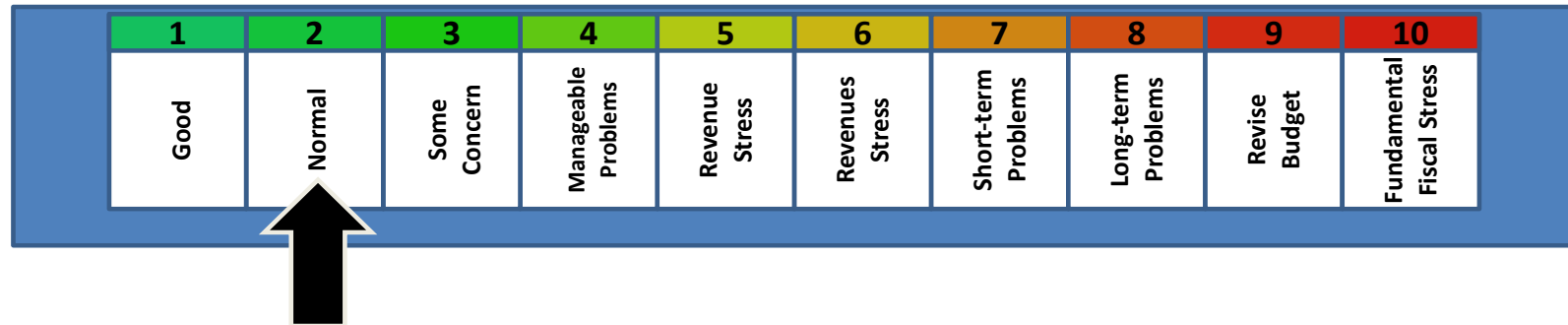
Revenue

REET Fund	2020T	V. Prior Year	V. Prior Year
REET 1 - First Quar	\$ 530,816	\$ (422,013)	-44.3%
REET 2 - Second Q	\$ 530,816	\$ (420,402)	-44.2%
Interest	\$ 20,382	\$ (53,538)	-72.4%
Interfund Transfers	\$ -	\$ -	0.0%
Total	\$ 1,082,014	\$ (895,953)	-45.3%

REET Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
REET 1 - First Quarter Percent	\$ 1,483,645	\$ (31,432)	-2.1%
REET 2 - Second Quarter Percent	\$ 1,482,033	\$ (31,433)	-2.1%
Interest	\$ 94,303	\$ (9,652)	-9.3%
Interfund Transfers	\$ -	\$ -	0.0%
Total	\$ 3,059,981	\$ (72,517)	-2.3%



Financial Update – August YTD – COVID-19 Impact REET Fund



Expense

REET Fund	2020T	V. Prior Year	V. Prior Year
Transfer to Debt Service	\$ 20,641	\$ 20,641	#DIV/0!
Transfer to Parks (REET 1 & 2)	\$ 442,892	\$ (235,216)	-34.7%
Transfer to Road Improvement	\$ 2,668,266	\$ 1,791,532	204.3%
Transfer to Capital Improvement	\$ 1,364,924	\$ 1,924,848	-343.8%
Total	\$ 4,496,723	\$ 3,501,805	225.2%

REET Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Transfer to Debt Service 800 MHZ (REET 1 & 2)	\$ 20,641	\$ -	0.0%
Transfer to Parks (REET 1 & 2)	\$ 1,121,000	\$ -	0.0%
Transfer to Road Improvement (REET 1 & 2)	\$ 3,545,000	\$ -	0.0%
Transfer to Capital Improvement (REET 1 & 2)	\$ 805,000	\$ -	0.0%
Total	\$ 5,491,641	\$ -	0.0%

Reserve 2019/2020 Trend = \$994,212; (\$72,517) v. Budget



Financial Update – August YTD – COVID-19 Impact Capital Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Revenue

CIF Fund	2020T	V. Prior Year	V. Prior Year
Grants	\$ 500,000	\$ 337,360	207.4%
Interfund Transfers	\$ 2,190,000	\$ 2,190,000	0.0%
Interest & G&O Bon	\$ 9,743	\$ (3,343,955)	-99.7%
Total	\$ 2,699,743	\$ (816,595)	-23.2%

CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Grants	\$ 662,640	\$ -	0.0%
Interfund Transfers	\$ 2,190,000	\$ -	0.0%
Interest & G&O Bond	\$ 3,363,442	\$ (5,050)	-0.1%
Total	\$ 6,216,082	\$ (5,050)	-0.1%



Financial Update – August YTD – COVID-19 Impact Capital Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Expense

CIF Fund	2020T	V. Prior Year	V. Prior Year
Equipment	\$ -	\$ -	0.0%
Technology	\$ -	\$ -	0.0%
Improvement	\$ 2,833,000	\$ 2,833,000	0.0%
Repair	\$ 80,000	\$ 80,000	0.0%
Buildings/Facilities	\$ 78,404	\$ 57,168	269.2%
Labor	\$ 157,681	\$ 67,486	74.8%
Total	\$ 3,149,085	\$ 3,037,655	2726.1%

CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Equipment	\$ -	\$ -	0.0%
Technology	\$ -	\$ -	0.0%
Improvement	\$ 2,833,000	\$ -	0.0%
Repair	\$ 80,000	\$ -	0.0%
Buildings/Facilities	\$ 99,640	\$ -	0.0%
Labor	\$ 247,875	\$ 3,606	1.5%
Total	\$ 3,260,515	\$ 3,606	0.1%

Reserve 2019/2020 Trend = \$4,372,124; (\$8,655) v. Budget



Financial Update – August YTD – COVID-19 Impact Parks and Open Space Capital Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Revenue

Parks CIF Fund	2020T	V. Prior Year	V. Prior Year
Grants	\$ 255,000	\$ (77,242)	-23.2%
Interfund Transfers	\$ 300,000	\$ (526,712)	-63.7%
Interest	\$ 16,241	\$ (28,001)	-63.3%
Mitigation	\$ 626,197	\$ (43,607)	-6.5%
Total	\$ 1,197,438	\$ (675,561)	-56.1%

Parks CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Grants	\$ 587,242	\$ 0	0.0%
Interfund Transfers	\$ 1,126,712	\$ -	0.0%
Interest	\$ 60,483	\$ (9,916)	-14.1%
Mitigation	\$ 1,296,000	\$ -	0.0%
Total	\$ 3,070,437	\$ (9,916)	-0.6%



Financial Update – August YTD – COVID-19 Impact Parks and Open Space Capital Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress



Expense

Parks CIF Fund	2020T	V. Prior Year	V. Prior Year
Equipment	\$ (0)	\$ (896,293)	-100.0%
Technology	\$ -	\$ -	0.0%
Improvement	\$ 601,604	\$ (626,793)	-51.0%
Land Acquisition	\$ 2,200,001	\$ 2,200,001	0.0%
Buildings/Facilities	\$ 50,000	\$ 50,000	0.0%
Labor	\$ (0)	\$ (16,704)	-100.0%
Total	\$ 2,851,604	\$ 710,211	33.2%

Parks CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Equipment	\$ 896,292	\$ 0	0.0%
Technology	\$ -	\$ -	0.0%
Improvement	\$ 1,830,000	\$ -	0.0%
Land Acquisition	\$ 2,200,001	\$ -	0.0%
Buildings/Facilities	\$ 50,000	\$ -	0.0%
Labor	\$ 16,704	\$ -	0.0%
Total	\$ 4,992,997	\$ 0	0.0%

Reserve 2019/2020 Trend = \$921,256; (\$9,916) v. Budget



Financial Update – August YTD – COVID-19 Impact Road Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Revenue

Road CIF Fund	2020T	V. Prior Year	V. Prior Year
Grants	\$ 2,296,824	\$ 1,523,649	197.1%
Interfund Transfers	\$ 2,691,082	\$ 2,512,164	1404.1%
Interest	\$ 13,157	\$ (31,689)	-70.7%
Mitigation	\$ 98,556	\$ (1,102,330)	-91.8%
Total	\$ 5,099,620	\$ 2,901,794	291.1%

Road CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Grants	\$ 3,070,000	\$ -	0.0%
Interfund Transfers	\$ 2,870,000	\$ -	0.0%
Interest	\$ 58,003	\$ (17,703)	-23.4%
Mitigation	\$ 1,299,442	\$ (697,449)	-34.9%
Total	\$ 7,297,445	\$ (715,152)	-11.9%



Financial Update – August YTD – COVID-19 Impact Road Improvement Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress



Expense

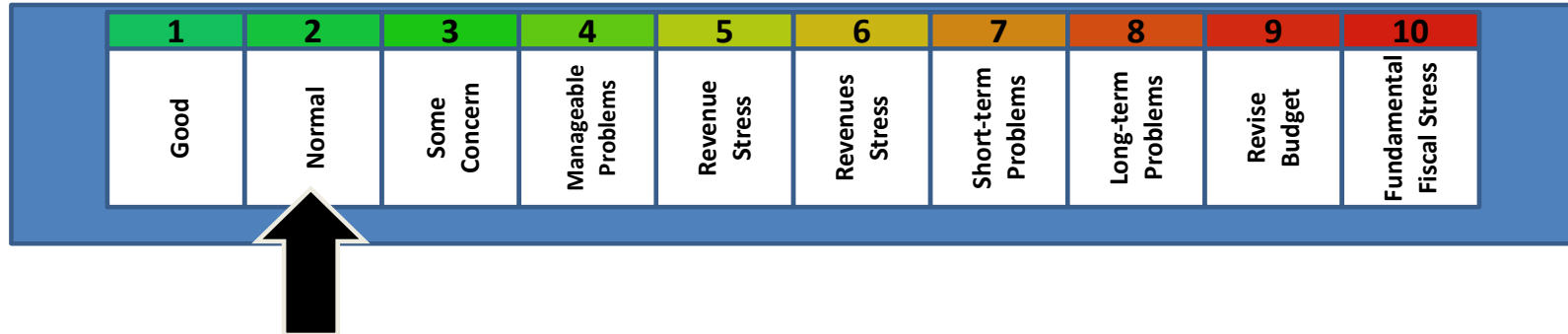
Road CIF Fund	2020T	V. Prior Year	V. Prior Year
Street Marking	\$ 621	\$ (178,297)	-99.7%
Traffic Control	\$ 150,000	\$ 150,000	
Sidewalks	\$ 180,001	\$ 179,699	59601.7%
Bridges	\$ 5	\$ (8)	-62.1%
Streets	\$ 3,504,620	\$ 1,236,237	54.5%
Labor	\$ 2,672	\$ (4,453)	-62.5%
Total	\$ 3,837,919	\$ 1,383,178	56.3%

Road CIF Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Street Marking	\$ 179,539	\$ (120,461)	-40.2%
Traffic Control	\$ 150,000	\$ -	0.0%
Sidewalks	\$ 180,302	\$ -	0.0%
Bridges	\$ 18	\$ -	
Streets	\$ 5,773,003	\$ 13,003	0.2%
Labor	\$ 9,798	\$ -	
Total	\$ 6,292,660	\$ (107,458)	-1.7%

Reserve 2019/2020 Trend = \$3,215,270; (\$607,694) v. Budget



Financial Update – August YTD – COVID-19 Impact Surface Water Fund



Revenue

Surface Water Fund	2020T	V. Prior Year	V. Prior Year
Grants & One-time	\$ 3,598	\$ 3,598	#DIV/0!
Surface Water Fees	\$ 1,588,472	\$ 223,811	16.4%
Interest	\$ 45,453	\$ 5,822	14.7%
Total	\$ 1,637,523	\$ 233,231	16.6%

Surface Water Fund	2019/2020T	V. Biennial Budget	V. Biennial Budget
Grants & One-time	\$ 3,598	\$ -	0.0%
Surface Water Fees	\$ 2,953,134	\$ (3,632)	-0.1%
Interest	\$ 85,084	\$ -	0.0%
Total	\$ 3,041,816	\$ (3,632)	-0.1%



Financial Update – August YTD – COVID-19 Impact Surface Water Fund

1	2	3	4	5	6	7	8	9	10
Good	Normal	Some Concern	Manageable Problems	Revenue Stress	Revenues Stress	Short-term Problems	Long-term Problems	Revise Budget	Fundamental Fiscal Stress

Expense

Surface Water Fund	2020T	V. Prior Year	V. Prior Year
Payroll related	\$ 97,573	\$ (80,290)	-45.1%
Supplies	\$ 13,762	\$ 5,287	62.4%
Professional/Techn	\$ 626,894	\$ 553,766	757.3%
Capital Outlays	\$ 538,434	\$ (329,739)	-38.0%
Tools & Repair & Ma	\$ 127,104	\$ 104,297	457.3%
Extraordinary Repa	\$ -	\$ (38,746)	-100.0%
Debt Service	\$ 221,785	\$ (788)	-0.4%
Training	\$ 4,225	\$ (5,411)	-56.2%
Excise Tax	\$ 19,273	\$ 2,753	16.7%
Total	\$ 1,649,050	\$ 211,129	14.7%

Surface Water Fund	2019/2020T	V. Biennial Budget
Payroll related	\$ 275,436	\$ 932
Supplies	\$ 22,237	\$ (1,787)
Professional/Technical Svc	\$ 700,021	\$ (71,347)
Capital Outlays	\$ 1,406,607	\$ -
Tools & Repair & Maint	\$ 149,912	\$ 14,325
Extraordinary Repairs & Improvement	\$ 38,746	\$ -
Debt Service	\$ 444,358	\$ (15,093)
Training	\$ 13,861	\$ -
Excise Tax	\$ 35,793	\$ -
Total	\$ 3,086,971	\$ (72,971)

Reserve 2019/2020 Trend = \$604,528; +69,338 v. Budget



Financial Update – August YTD – COVID-19 Impact

COVID-19 Impact Summary

- Initial Revenue impact versus 2019 was \$3.1 M
 - (\$2.2 M) General Fund
 - (\$0.9 M) REET
- Current Revenue impact versus 2019 was \$2.7 M
 - (\$1.0 M) General Fund
 - The Farm short-term Sales & Use Tax
 - Other revenue lines down ~\$600K due to delays in Phase 3 and 4
 - (\$0.9 M) REET
 - Still trending down slightly from original projection
 - (\$0.7 M) Road CIF
 - Mitigation impacts from COVID-19
- General Fund - Legal Fees trending +\$275K to Budget (PERC - Unfair Labor Practice Lawsuit)
- General Fund – Professional Services – Turnover Support +\$139K



General Guidance

The CARES Act provides that payments from the Fund may only be used to cover costs that are:

- Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19)
- Not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act)



Washington State
Department of
Commerce



General Guidance (cont.)

The CARES Act provides that payments from the Fund may only be used to cover costs that are:

- Incurred during the period that begins on March 1, 2020, and through November 30, 2020 (final reimbursement request NLT December 15, 2020)
- The cost is for a substantially different use from any expected use of funds in such line item, allotment, or allocation



Washington State
Department of
Commerce



Primary Budget Categories

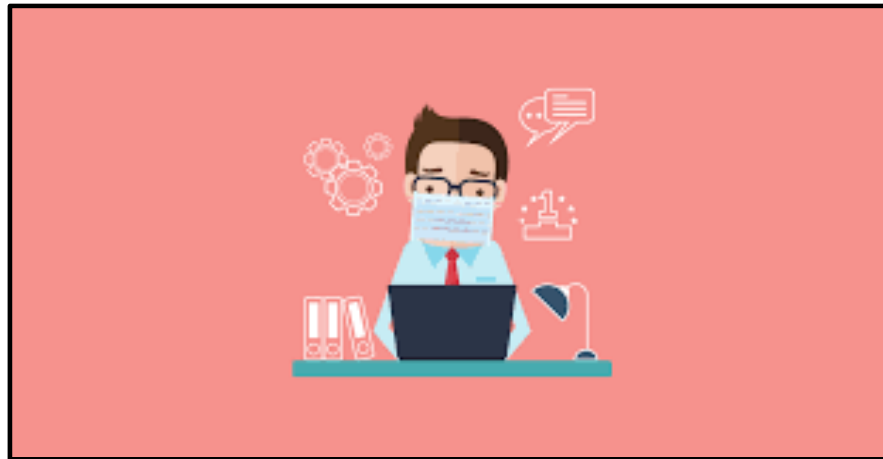
- **Medical Expenses**
 - COVID-19 testing
- **Public Health Expenses**
 - Communication and enforcement of public health measures
 - Medical and protective supplies, including sanitation and PPE
 - Disinfecting public areas and other facilities
 - Technical assistance on COVID-19 threat mitigation
 - Public safety measures undertaken
 - Quarantining individuals





Primary Budget Categories (cont.)

- **Payroll expenses for public employees dedicated to COVID-19**
 - Public safety
 - Public health
 - Economic development
- **Expenses to facilitate compliance with COVID-19 measures**
 - Food access and delivery to residents
 - Telework capabilities of public employees
 - Paid sick and paid family and medical leave
 - Care and mitigation services for the homeless population





Primary Budget Categories (cont.)

- **Economic Support**
 - Small business grants for business interruptions
 - Payroll support programs
- **Other COVID-19 Expenses**
 - Medical Expenses
 - Public Health Expenses
 - Payroll expenses for public employees dedicated to COVID-19
 - Expenses to facilitate compliance with COVID-19 measures
 - Economic Support
 - Other COVID-19 Expenses





Coronavirus Relief Fund (cont.)

City Support Recommendations – Total Cost to date: ~\$75K

- Personal Protective Equipment
- Disinfectants for use against SARS-CoV-2 (COVID-19)





Coronavirus Relief Fund

City Support Recommendations – Total Cost to date: ~\$75K

- Information Technology - Continuity of Operations
 - Hardware and Accessories – Remote Operations
 - Remote Application – Secure Access Virtual Private Network (VPN)
 - Virtual Meeting – Applications and Support





Coronavirus Relief Fund

City Support Recommendations – Total Cost to date: ~\$75K

- HVAC – City Hall North and South
 - MERV-13 Air Filters - “bacteria, some spores, a significant fraction of cat and dog allergens, and a small portion of dust mite allergens.” The EPA suggests that filters with a higher MERV rating between 7 and 13 can be as nearly as effective as genuine HEPA filters.





Coronavirus Relief Fund

City Support Recommendations – Total Cost to date: ~\$75K

- HVAC – City Hall North and South
 - Installed into the supply plenum of the existing HVAC, the REME HALO® in-duct air purifier produces Hydro-Peroxide plasma that is distributed through the air handler, through the duct system and into the conditioned working space. The purifier purifies pollutants at the source and induces particles to stick together making them to catch with the MERV-13 filters.





Coronavirus Relief Fund

City Support Recommendations – Total Cost to date: ~\$75K

- Plexiglass Protection
 - Plexiglass sneeze guards for the Police Department Administrative Entry and Passport Operations counter
 - Mobile plexiglass sneeze guards for desks and Council Chamber





Coronavirus Relief Fund

City Support Recommendations

- Passport Office Redesign
- Appointment office(s)
- Counter Space
- Customer notifications system
- Outdoor vetting station
- Estimate \$75K





Coronavirus Relief Fund

City Support Recommendations

- Touchless fixtures
- Automatic doors
- Additional filters, disinfectants, and PPE
- Estimate \$50K



— Coronavirus Relief Fund

City Support Recommendations

- Police Department
Flooring (~2,000 square feet)
 - Replace carpet tiles in
Patrol Room
 - Estimate ~\$30K



Coronavirus Relief Fund

Community Support Recommendations

- Hand Sanitizer Floor Stand with Sanitizer Dispenser and Cartridge for Businesses (three sanitizer packets)
- ~200 Parks and Brick and Mortar Businesses
- Estimate ~\$60K



Coronavirus Relief Fund



Economic Development

- Distribute to ~ 8,168 City of Mill Creek households \$60.00 coupons to that may be redeemed in and City of Mill Creek Business to stimulate the local economy
- Estimated voucher cost ~\$500K



Coronavirus Relief Fund

Other COVID-19 Expenses - Nonprofits

- Possible support COVID-19 related efforts by nonprofit support to the community such as:



MILL CREEK
CHAMBER OF COMMERCE



Kiwanis

Rotary



Club of
Mill Creek

Mill Creek



Lions Club


Northshore
Senior Center

mill creek
community
food bank





Coronavirus Relief Fund

Summary of Suggestions:

Total: \$927K

- A. Current costs to date: \$75K
- B. Additional facility and PPE: \$35K
- C. Flooring: \$35K
- D. Hand Sanitizer Floor Stand with Sanitizer Dispenser: \$60K
- E. Passport Office: \$75K
- F. Economic Development: \$500K
- G. Nonprofits: \$70K
- H. Reserves: \$77K (possible needs based on progression of COVID-19)



Agenda Item # _____

Meeting Date: September 22, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **MILL CREEK BOULEVARD CORRIDOR SUBAREA PLANNING PRESENTATIONS - TOWN CENTER FROM VISION TO REALITY, AND MILL CREEK BOULEVARD SUBAREA PLAN MARKET ANALYSIS AND ALTERNATIVES**

PROPOSED MOTION:

None. Presentations and City Council discussion only.

KEY FACTS AND INFORMATION SUMMARY:

At the February 4, 2020 City Council meeting, staff presented the proposed Vision Statement for the Mill Creek Boulevard Subarea Plan. The Vision Statement was to be used by the Planning Advisory Committee (PAC) to formulate the following three land use scenarios:

- Baseline (no land use changes; only Public Works improvements)
- Some increased intensity of residential/commercial
- Another intensity of residential/commercial

Following the presentation, the Council asked for additional information, and as a result, staff committed to a series of three additional presentations on issues related to growth in the region that could affect the Mill Creek Boulevard Subarea (and the City as a whole) before considering a Vision Statement for the Subarea. Two of these presentations took place last March with the assistance of Snohomish County staff. The topics of the two presentations were:

- Growth Management Planning/Population Growth. This included the process for allocating population and employment targets to cities and the County consistent with Vision 2050 Plan and the yet to be released WA state Office of Financial Management (OFM) projections; and
- Snohomish County's East-West Corridor Study and light rail station planning efforts taking place in unincorporated Snohomish County within close proximity to the City (Interstate 5/164th Street and Interstate 5/128th Street intersections).

The takeaways from these presentations were:

- There is a significant amount of population and employment growth expected over the next 30 years, and that per Vision 2050, much of that growth will be expected to take place in the High Capacity Transit communities, of which Mill Creek is one.
- Light rail station planning is ongoing at the County level for the stations to be located generally along Interstate 5 at the intersections of 128th and 164th Streets in preparation for the County's Comprehensive Plan Update. This will include designation of the

City Council Agenda Summary

Page 2

property surrounding the stations for Transit Oriented Development, which will be more intense than existing zoning. This development would be implemented in conjunction with light rail arriving in Everett as part of Sound Transit 3 (ST 3) by 2036.

- Planning is underway for the Community Transit Swift Orange Line Bus Rapid Transit, which will directly connect the Mill Creek Boulevard Subarea and the City as a whole to the light rail station in Lynnwood in 2024.
- East/West corridors are being studied for potential widening to increase connectivity within the Southwest Cities Urban Growth Area (UGA).

The subject of tonight's presentation is about the economics of the Mill Creek Boulevard Corridor Subarea, including what type of incentives/land use and zoning changes would be necessary to stimulate redevelopment in the area. The first presentation will be by Tom Rogers, Planning Manager, and will take a brief look at the Mill Creek Town Center and how it went from a vision to reality. The second presentation will be from Brian Vanneman, Principal of Leland Consulting and a member of the OTAK consultant team, on the Mill Creek Boulevard Market Analysis and the feasibility of various alternatives.

At the conclusion of the presentations, staff would like to discuss the potential alternatives for the Subarea Plan with the City Council and receive direction regarding the scope of the development options to be prepared, analyzed, and considered by the City. Once the general scope of the alternatives is determined, a revised vision statement will then be prepared/presented to the City Council (date TBD).

CITY MANAGER RECOMMENDATION:

None. Presentation and City Council discussion only.

ATTACHMENTS:

PowerPoint Presentations

- Mill Creek Town Center – From Vision to Reality
- Mill Creek Boulevard Subarea Plan – Market Analysis & Alternatives

Respectfully Submitted:

Michael Ciaravino

Michael G. Ciaravino
City Manager



Mill Creek Boulevard Subarea Plan

Market Analysis & Alternatives Evaluation



PREPARED BY



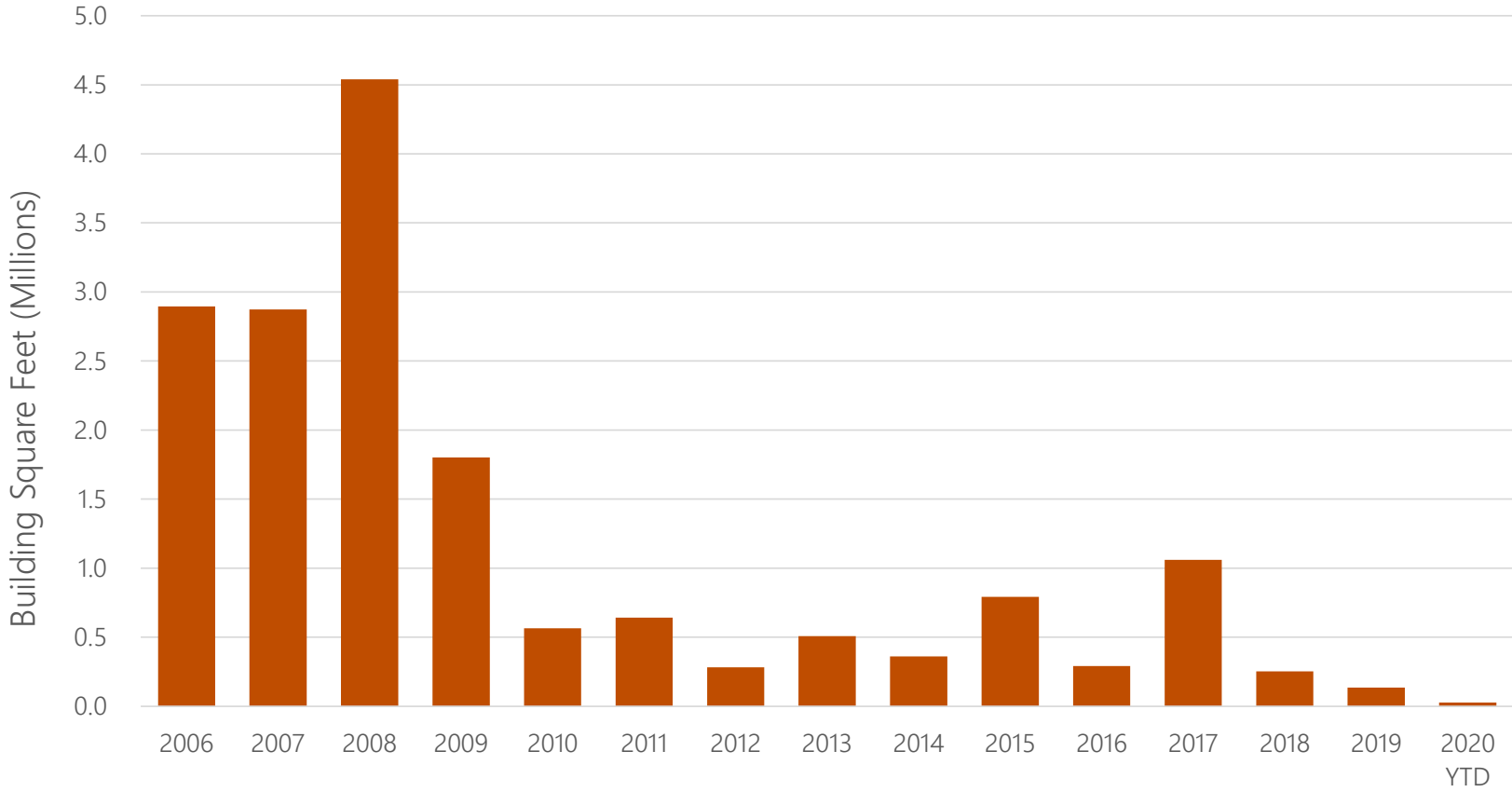
MAY 2020 | **DRAFT**

Contents

- Context
 - Retail Development
 - Demographic/real estate trends
 - The Subarea
- Nearby Town Centers
- Subarea Alternatives
 - 1, 2, and 3
 - Evaluation
 - ROI
- Discussion and direction



Retail Development, Puget Sound Region



Source: CoStar, Leland Consulting Group. Seattle MSA Retail Deliveries, built since 2010 (Building SF).

Retail Formats



THRIVING

- **Stores that offers a special experience**
- **Food & beverage**
- **"Fast Casual," i.e. MOD Pizza**
- **Food Halls, artisanal markets**
- Trucks to Bricks
- Grocery: Ranging from discount, to organic, to small format, and ethnic
- Healthcare, incl. Zoom Care
- Apparel: Fast fashion, off-price, active sportswear
- Sporting clubs
- Yoga, Fitness, & Health Clubs
- Marijuana dispensaries
- Auto repair
- Convenience stores
- Car dealerships
- Home improvement and home furnishings



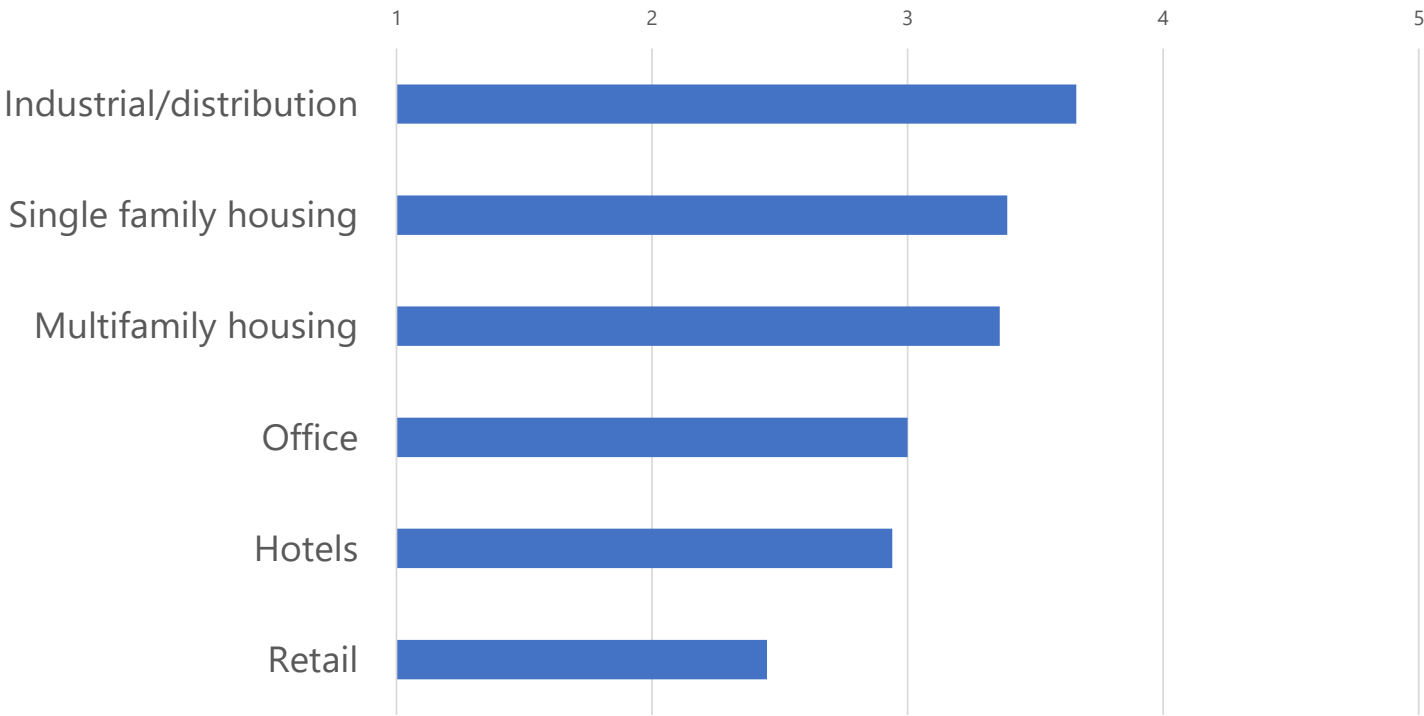
DECLINING

- **Commodity retail that competes primarily on price**
- Office Supplies
- Bookstores
- Toy Stores
- Video stores
- Food: Generic mid-range and weaker fast-food chains
- Mid-priced apparel and shoes; children's
- Pet supplies
- Electronics
- Bank Branches

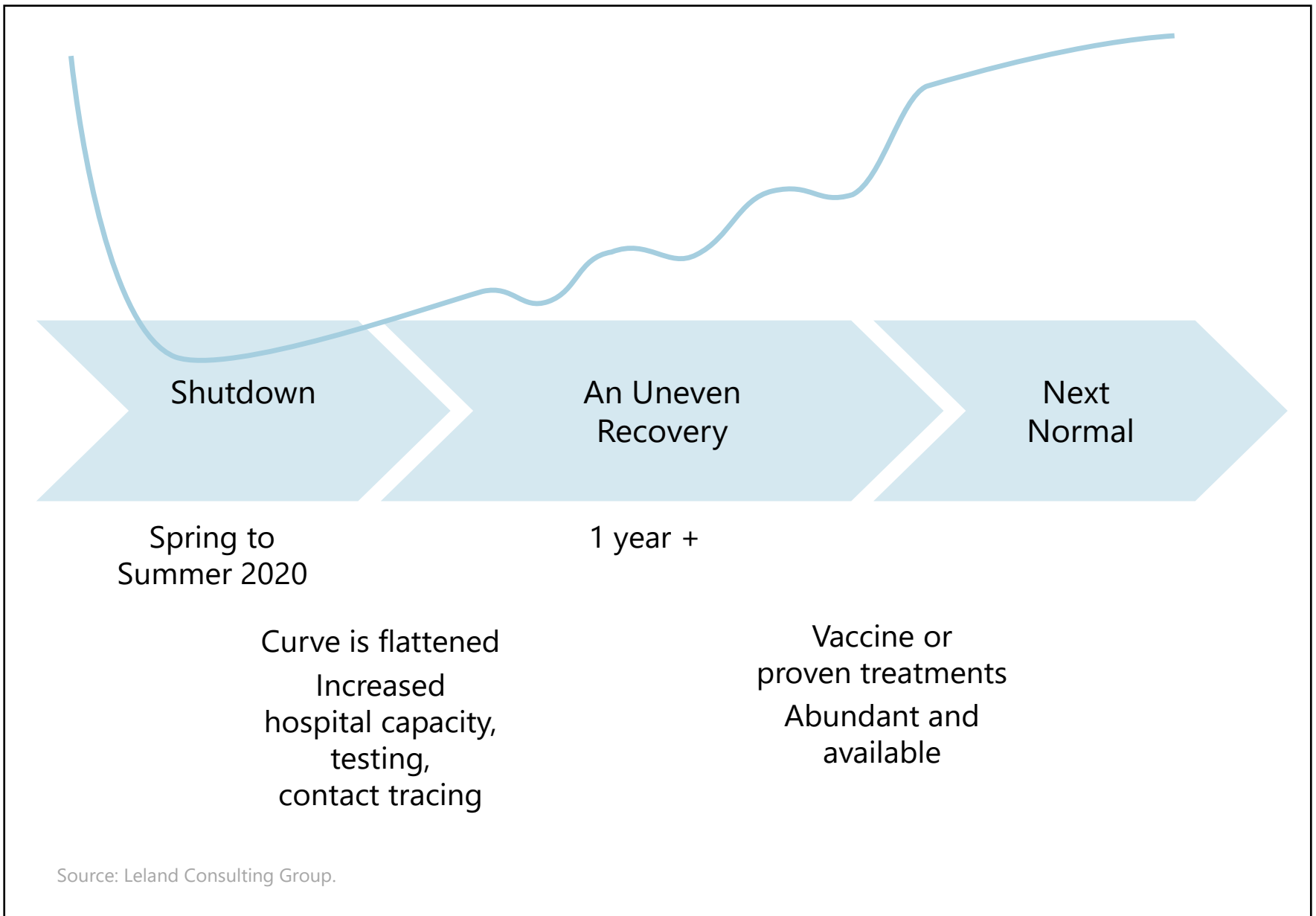
Covid-19 Impacts on Real Estate & Place Making

Development Prospects – January 2020

Emerging Trends in Real Estate, Urban Land Institute.

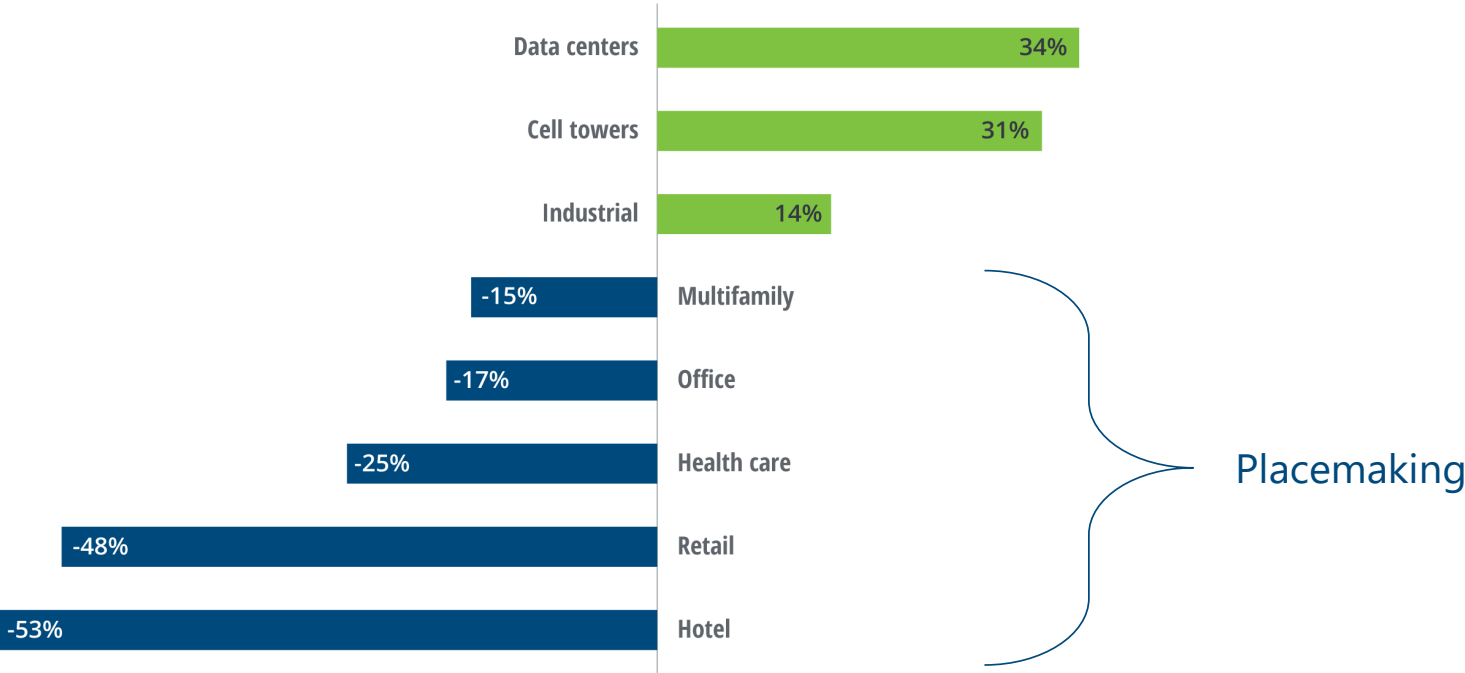


<https://americas.uli.org/research/centers-initiatives/center-for-capital-markets/emerging-trends-in-real-estate/americas/>



Returns on REIT property indices

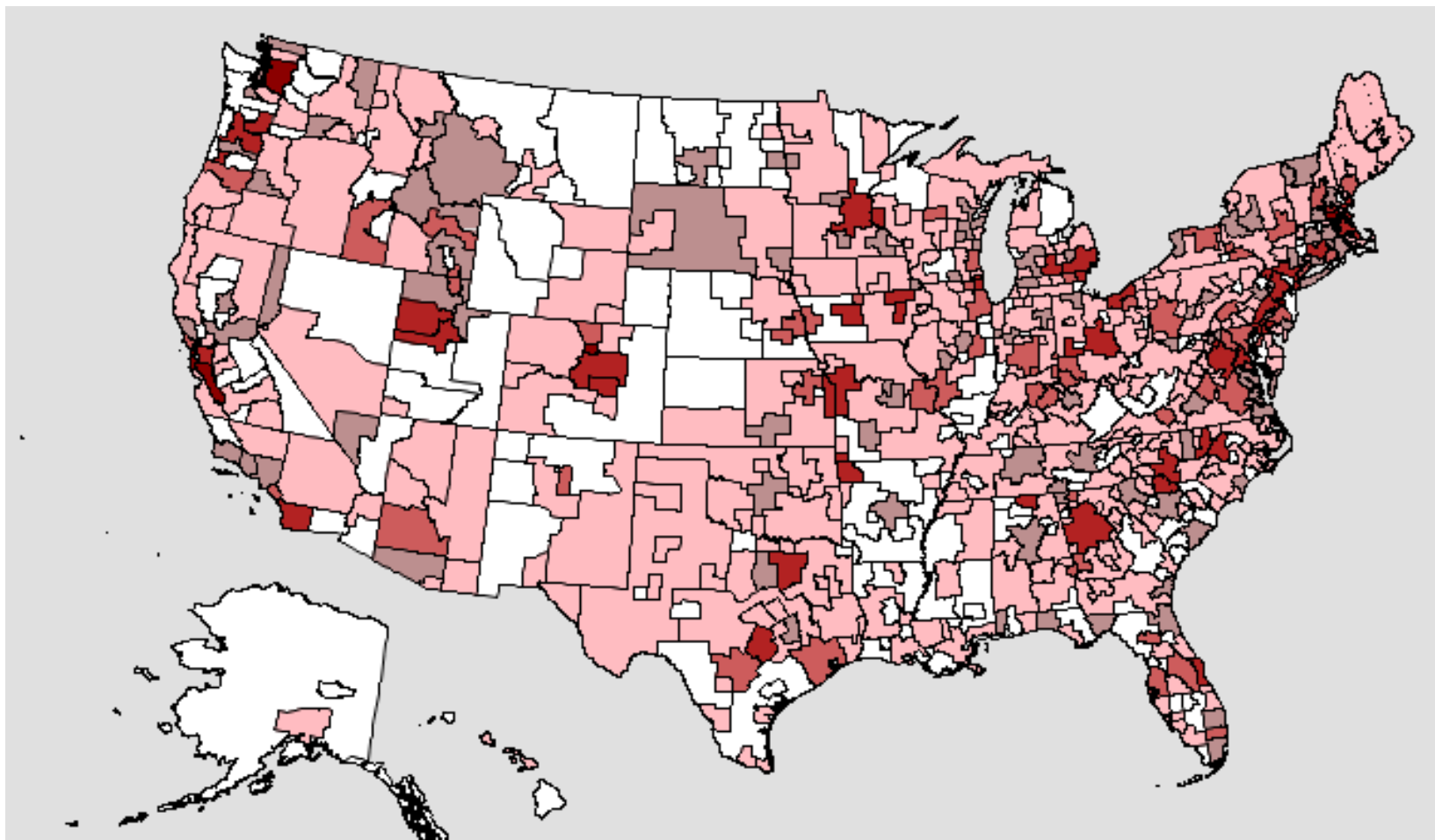
Year-over-year percentage change in US REIT property indices



Source: Nareit, "FTSE Nareit U.S. Real Estate Index," accessed April 16, 2020.

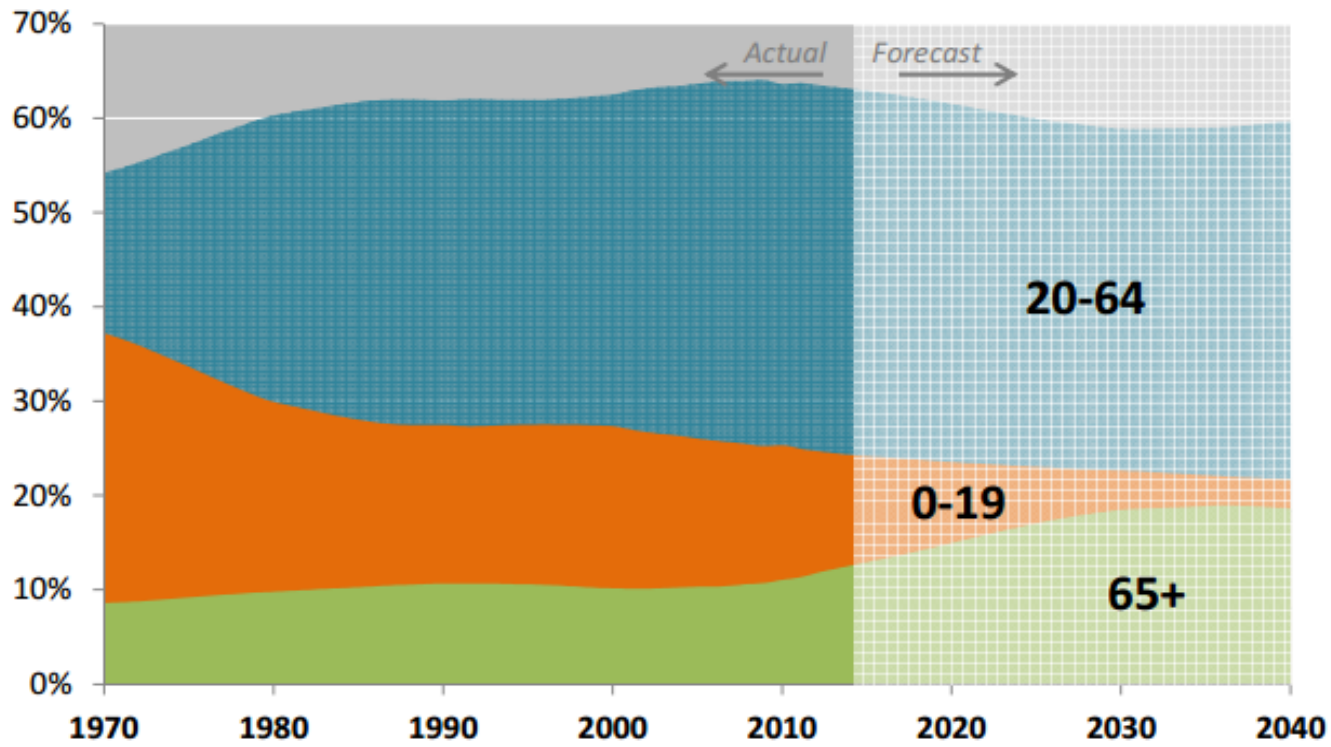
<https://www2.deloitte.com/us/en/insights/economy/covid-19/covid-19-implications-for-commercial-real-estate-cre.html>

Where software developers live:



Shown above: Software Developers, location quotient, 2017; Source: <https://www.bls.gov/oes/2017/may/oes151132.htm>

Age Categories as Share of Population 2015 – 2040, Puget Sound Region



Source: PSRC.

Boomers

Not winding down—rewinding “Lock and leave”

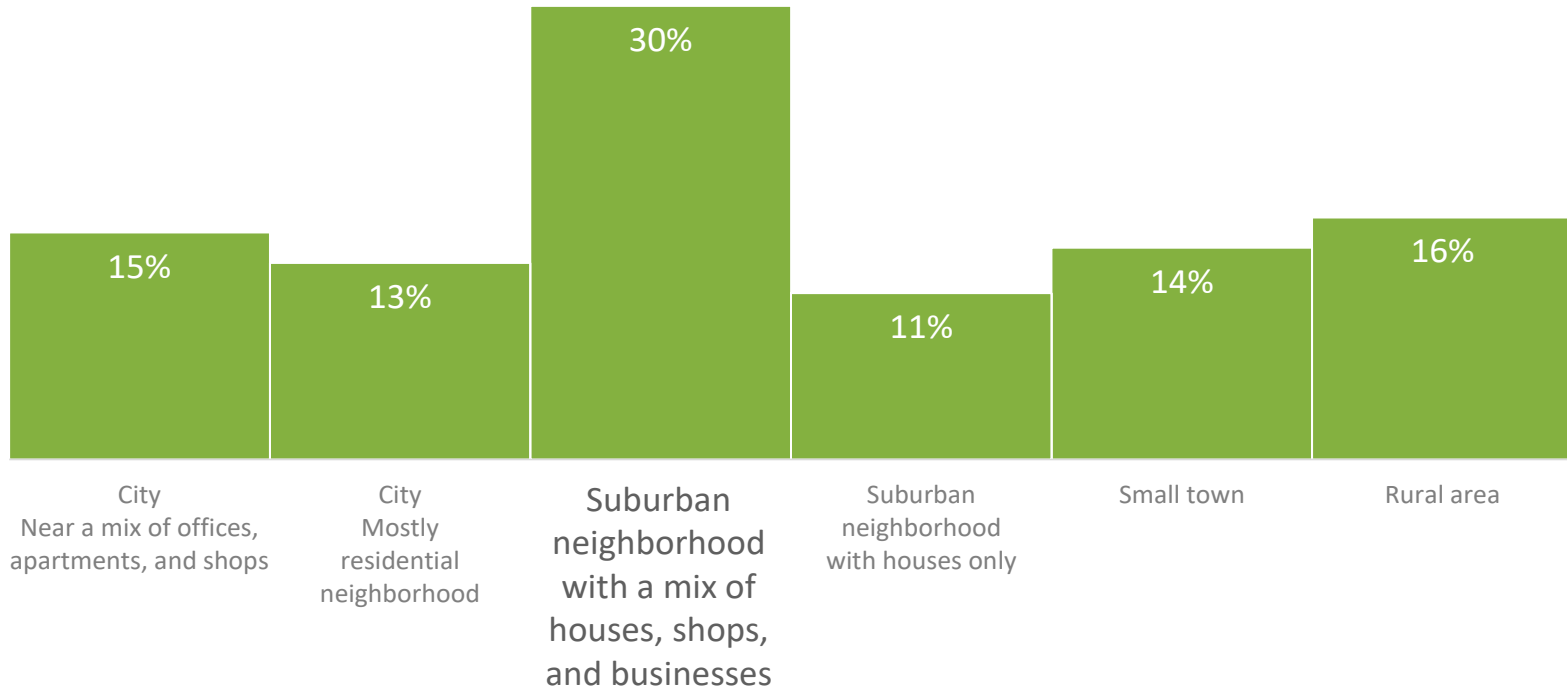
Living longer, staying more active,
mentally and physically

Many plan to continue working indefinitely

Neighborhood centers in, golf courses out

Urbanity and activity

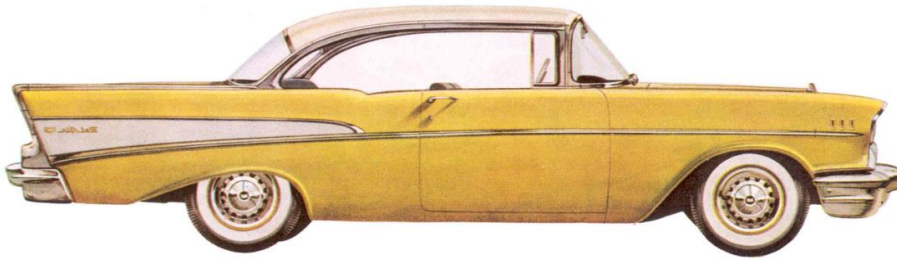
If you could choose where to live, in which type of the following locations would you most like to live?



Source: National Association of Realtors, 2013.

Generation Y

Must-have product



Lifestyle

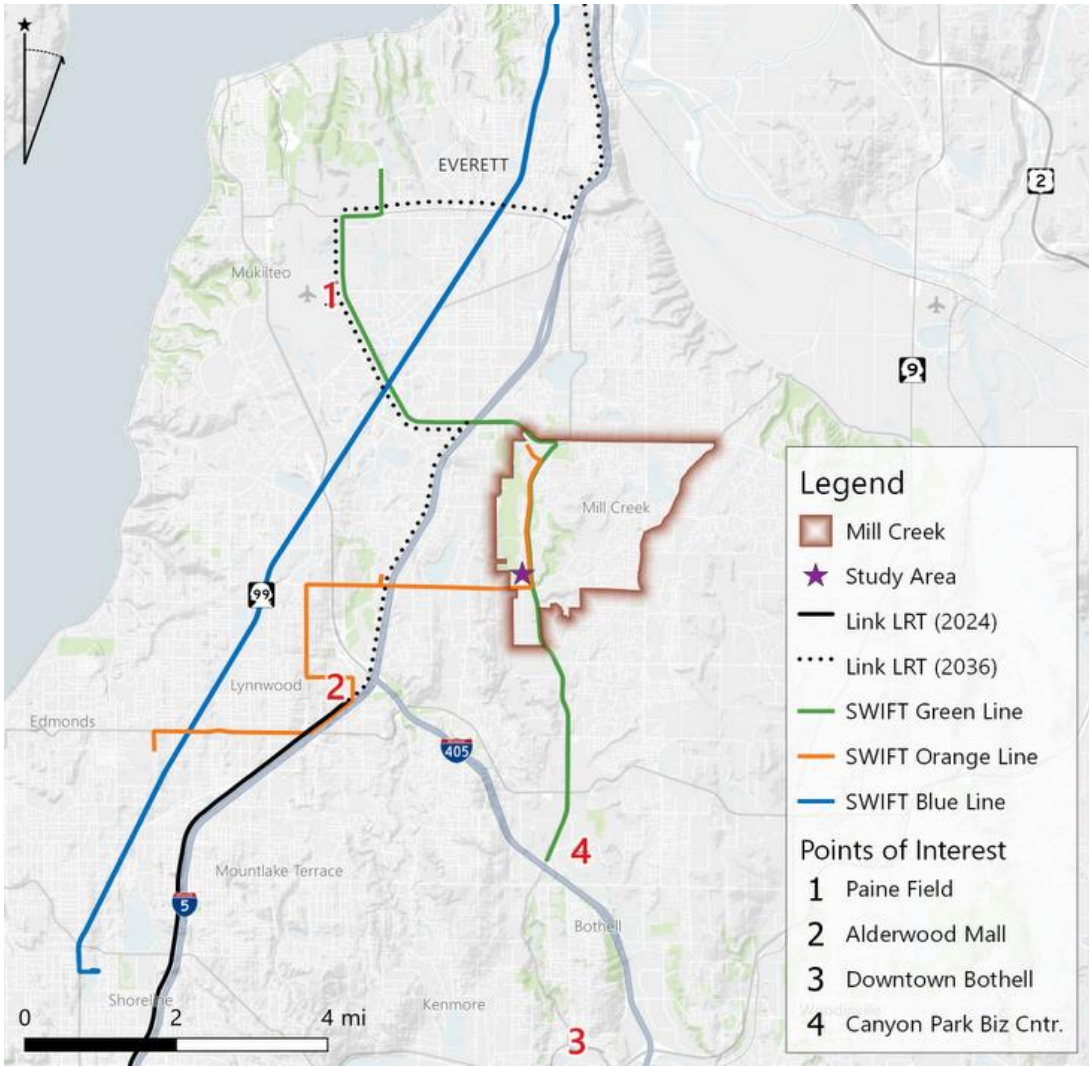


Leave it to Beaver



How I Met Your Mother

Mill Creek Boulevard Subarea



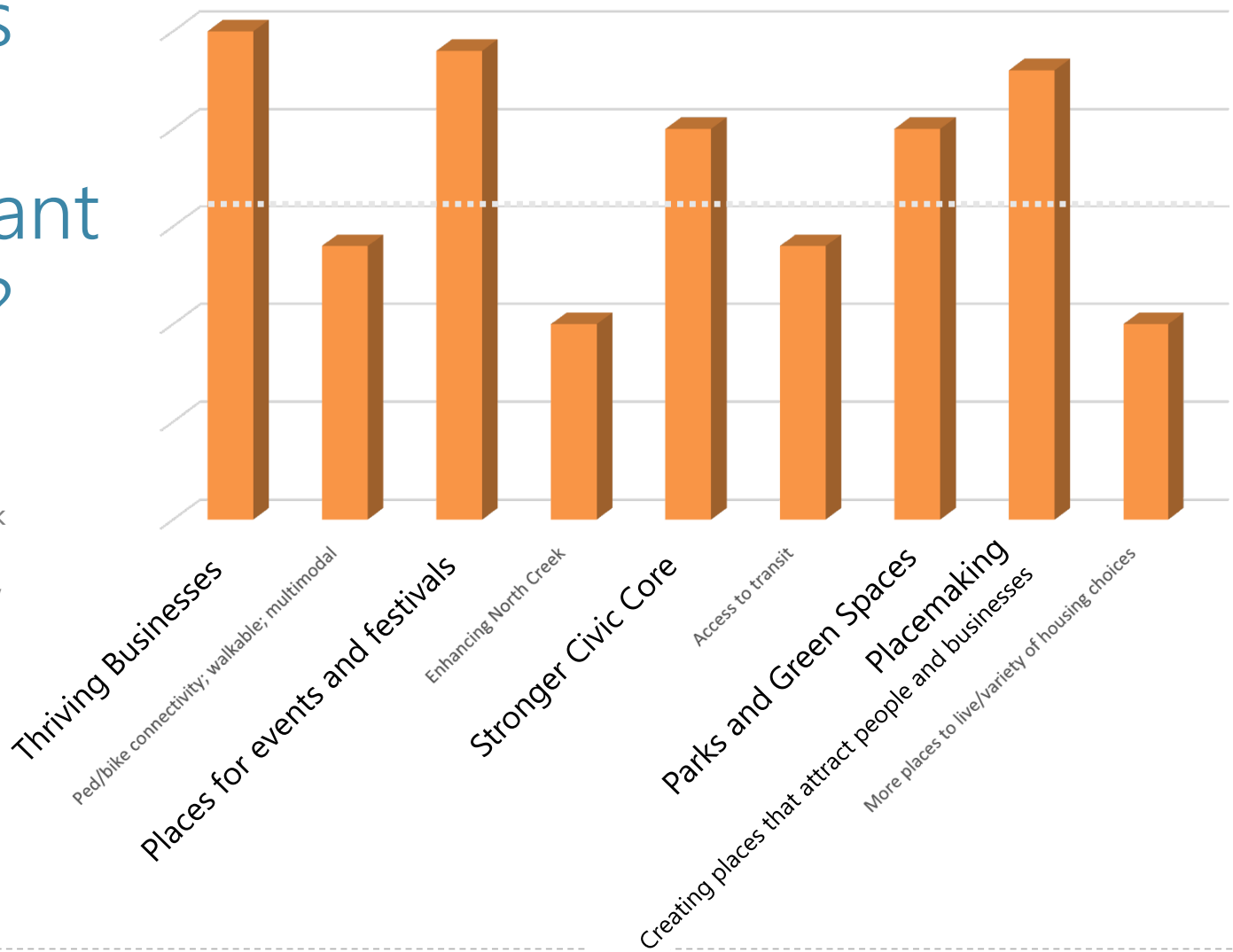
Mill Creek Boulevard Subarea

- A special opportunity
- Mill Creek: A desirable community
- Town Center:
A great pedestrian- and community-oriented place, including restaurants, coffee, and three grocery stores nearby.
- Bus Rapid Transit, connecting to Paine Field airport and jobs, jobs at Canyon Park, higher ed, light rail
- North Creek



What is most important to you? (ROI)

Results of feedback from Subarea Plan Workshop Series 1, during November 2019, which included more than 100 participants.





Nearby Town Centers: King and Snohomish Counties

Downtown Woodinville



Schoolhouse District / Civic Campus

- **Size:** Development is 3.29 acres,
- **Retail Space:** 30,000 SF of retail
- **Number of Units:** 261 multifamily apartments
- **Height:** 5 stories
- **FAR:** 79 du/ac
- **Parking:** N/A
- **Open space:** 30,000 SF of public outdoor space
- **Other:** Development is restoring the Historic Woodinville School House and building a new space for the YMCA





Downtown Kenmore – Town Square

- Community Open Space
- Size: .55 acres
- Retail Space: 8,750 SF of retail/office in Seaplane building, 1,000 SF of Café space in Hanger
- Number of Units: No units
- Height: 1-2 stories
- FAR: N/A
- Parking: Surface Parking
- Open space: 12,750 SF of outdoor public space
- Other: Outdoor space has heated rock seating. The Hanger is a community gathering space, featuring two rooms that are available to rent by the community, the 1,985 SF Otter Room, and the 208 SF Beaver Room



Kenmore



Spencer 68

Two-phase multifamily apartment development

- **Size:** Total size of the development is 4.17 acres, Phase I: 2.35 acres, Phase II: 1.82 acres
- **Retail Space:** N/A
- **Number of Units:** Total number of multifamily units is 222, 138 apartment units in Phase I, 84 units built in Phase II, a combination of townhomes and apartments
- **Height:** 3-5 stories
- **FAR:** 53 du/ac
- **Parking:** 203 Parking spots combination of structured and surface parking. Phase I: 94 surface and 21 structural. Phase II: 51 spaces in garage and 37 surface
- **Open space:**
- **Other:** Development includes affordable housing; twenty five percent of the units are affordable at 85 percent of King County median income. Five of the units affordable at 50 percent of King County median income



Kenmore



Fly Way

Mixed-use development

- **Size:** Development is .90 acres
- **Retail Space:** 5,700 SF of retail
- **Number of Units:** 27 multifamily apartments
- **Height:** 4-5 stories
- **FAR:** 30 du/ac
- **Parking:** Structural: 9,278 SF dedicated to parking
- **Open space:**
- **Other:**



Downtown Bothell



The Junction

Mixed-use Development

- **Size:** Development is 1.56 acres
- **Retail Space:** 60,000 SF pf combined retail and office, 49,000 SF of office, 11,000 retail
- **Number of Units:** 130 multifamily apartments
- **Height:** 6 stories
- **FAR:** 83 du/ac
- **Parking:** Structural, 184 parking spaces in underground garage
- **Open space:** No open space requirements
- **Other:**

Insert Beardsley Crossing project



The Mercantile

Apartment development, historic renovation

- **Size:** Development is .53 acres
- **Retail Space:** N/A
- **Number of Units:** 122 Multifamily apartments, 4 live/work units
- **Height:** 5 stories
- **FAR:**
- **Parking:** Structural, 108 Parking spots
- **Open space:**
- **Other:** Historic façade



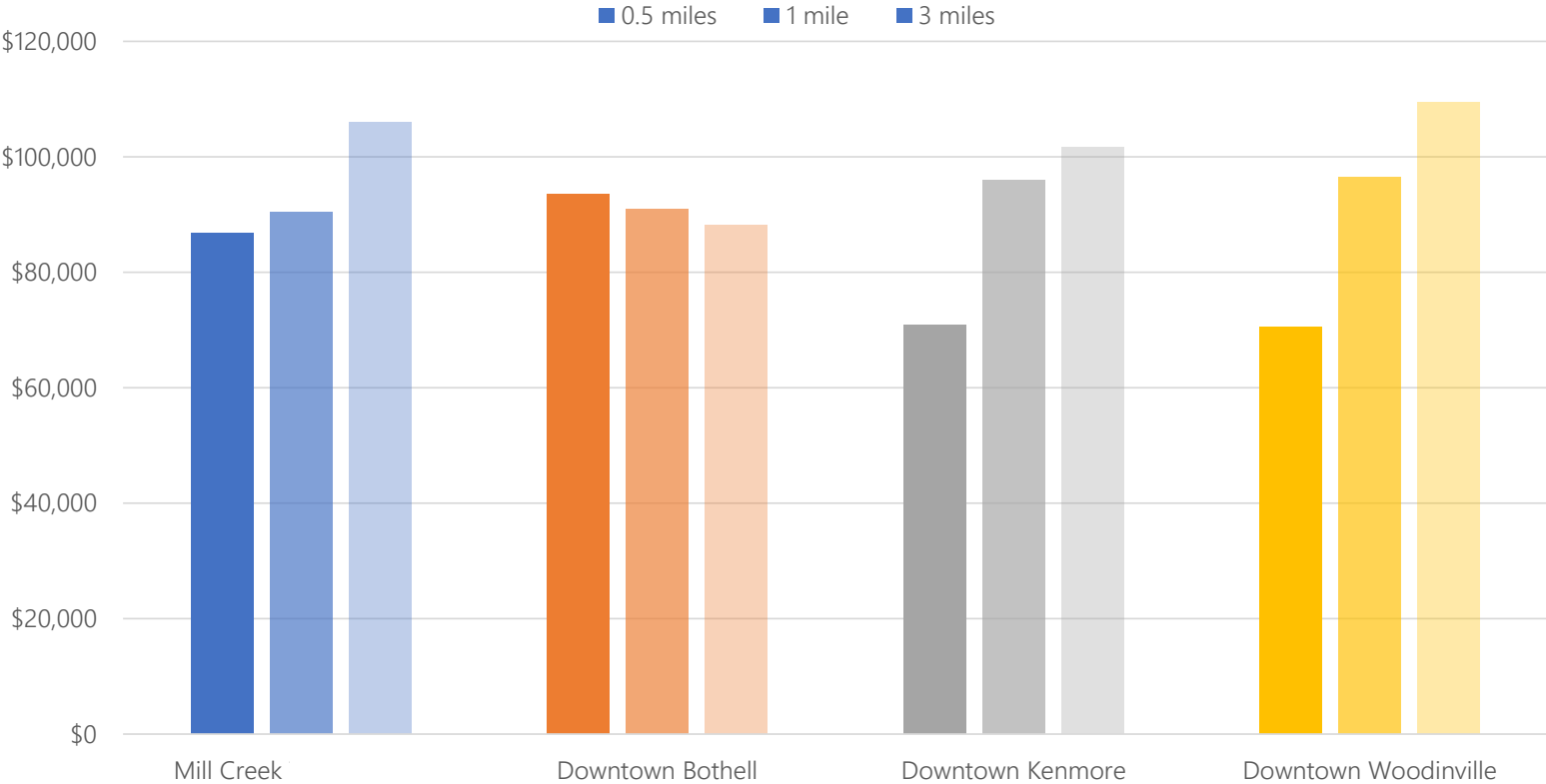
Downtown Bothell: Horse Creek Stormwater Improvements



Comparing the Subareas

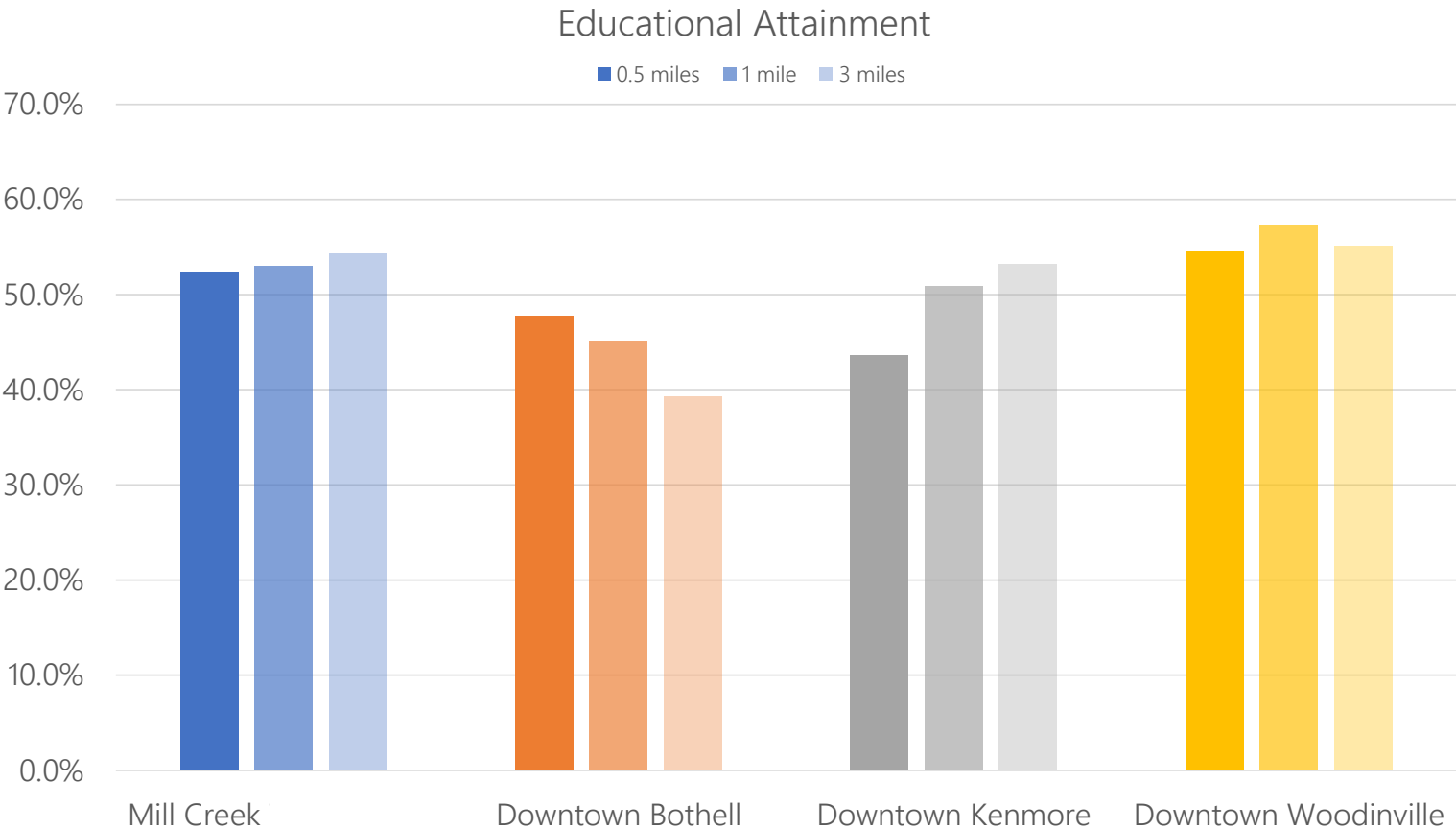
Median Household Income

Mill Creek compares well on key demographic metrics and therefore should be able to capture a comparable share of development, if desired.



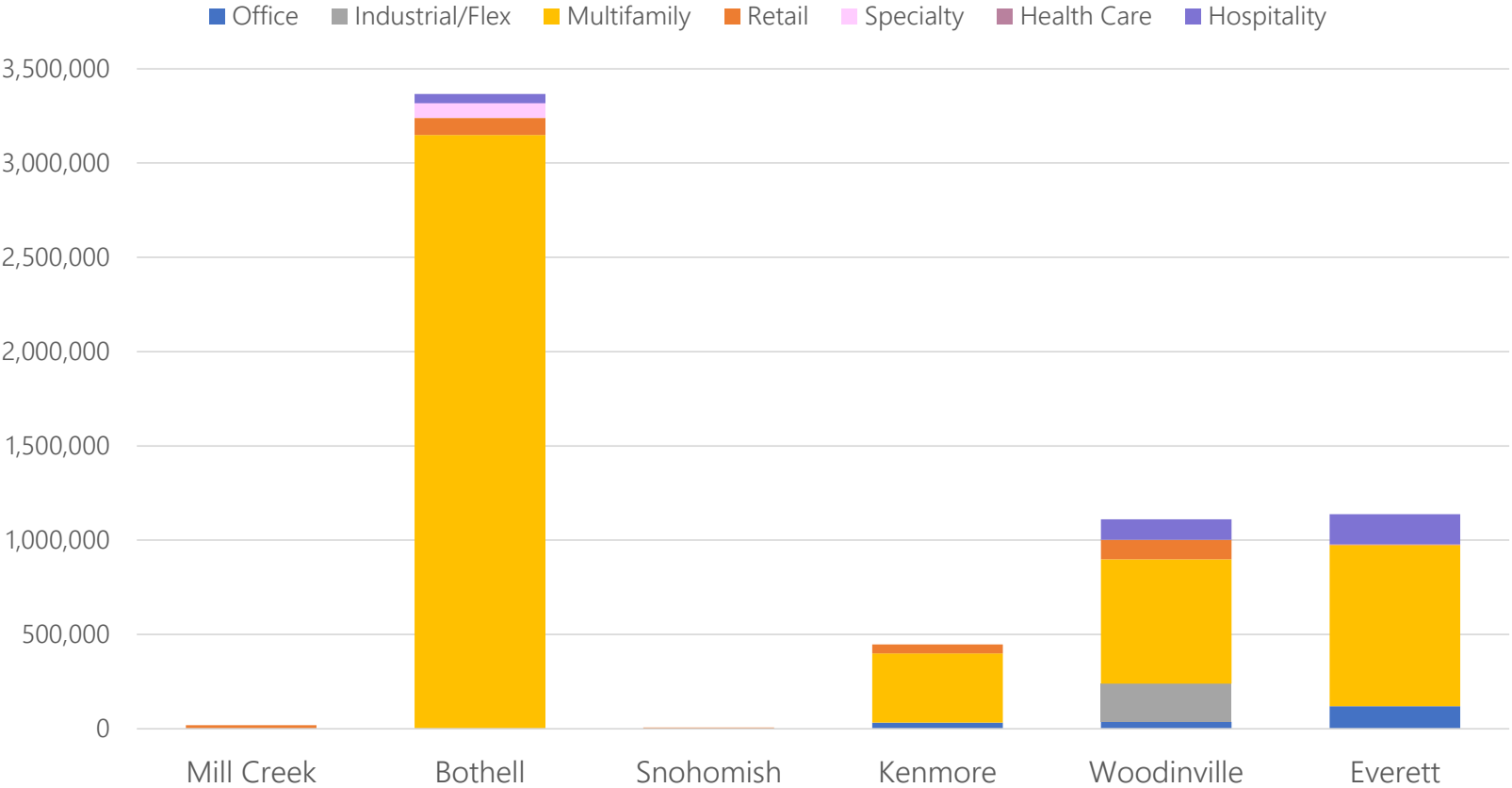
Source: US Census, Leland Consulting Group

Bachelor's or Advanced Degree



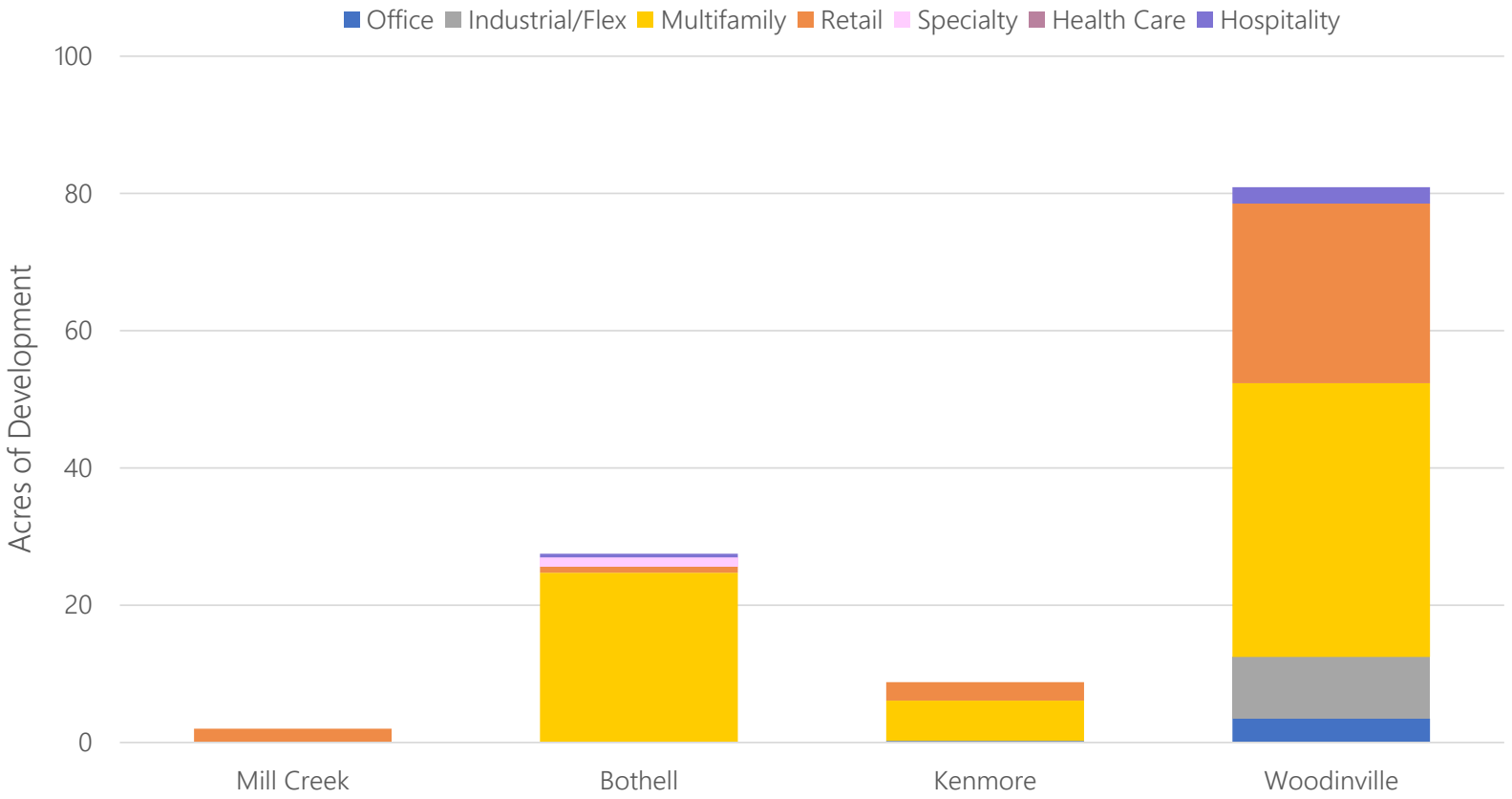
Source: US Census, Leland Consulting Group

Development (Building Square Feet), 2010 – 2020



Source: CoStar, Leland Consulting Group. Built since 2010 by Building SF
One-Mile Market Area Commercial and Multifamily Development

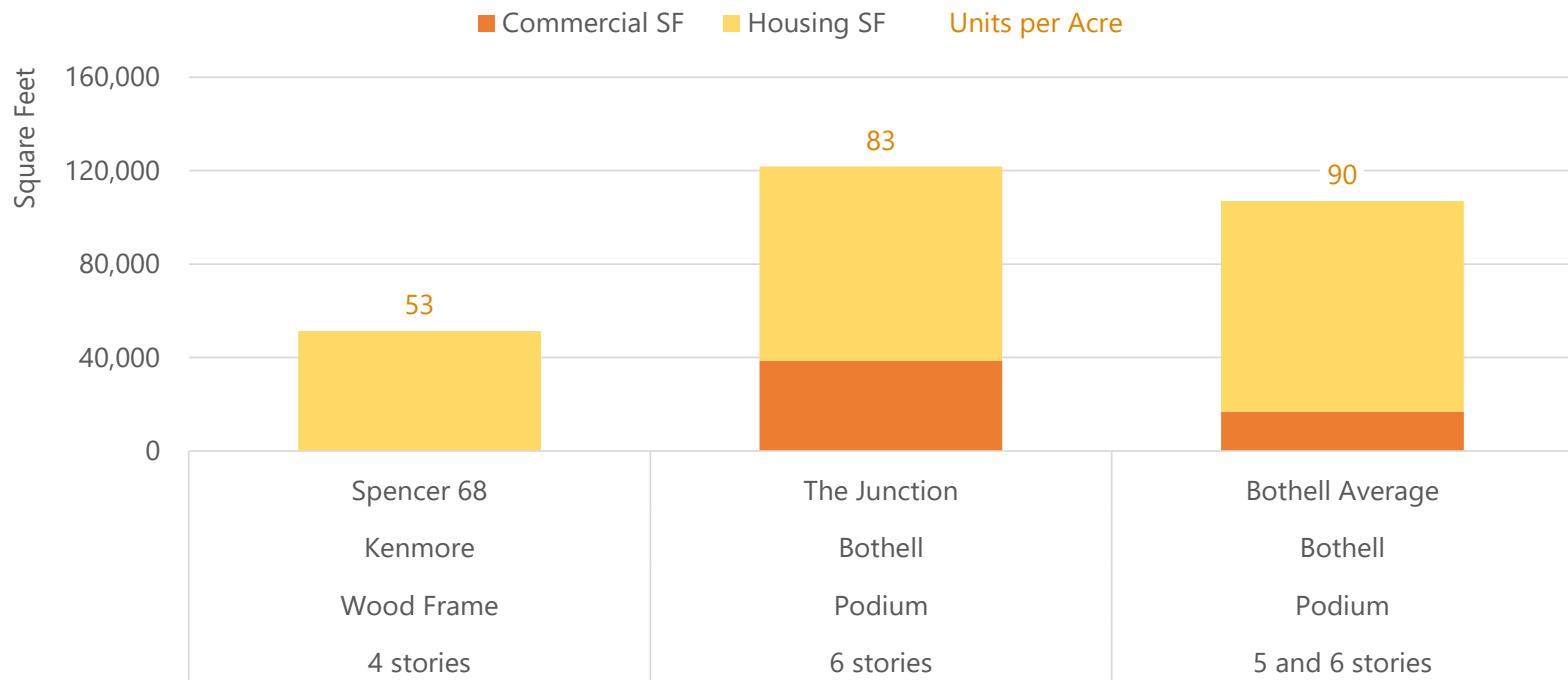
Acres of Development, 1-mile radius, 2010 to 2020



Source: CoStar, Leland Consulting Group.

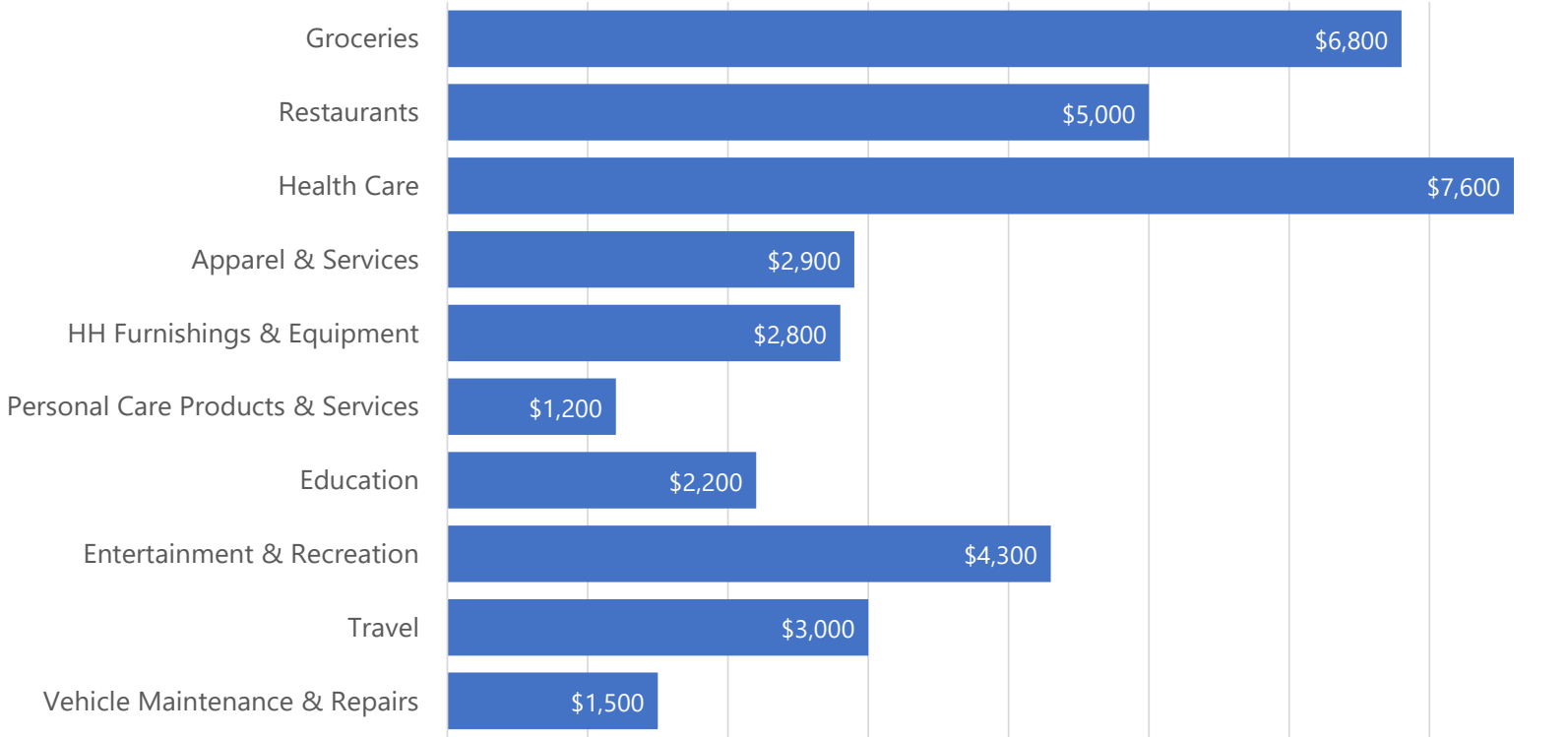
Built since 2010 by Land Area (Acres) One-Mile Market Area Commercial and Multifamily Development

Kenmore and Bothell Project Comparison



"Retail Follows Rooftops"

Annual Spending per Household, within 1 mile of MCB Subarea, 2019



Source: ESRI Business Analyst, Leland Consulting Group

Mill Creek Boulevard Subarea: Alternatives

Alternatives

Variables	1	2	3	
	Baseline	4 to 5 Stories Mixed Use	Mixed Use TOD A: Some	B: More
Significant Zoning Changes?	No	Yes	Yes	Yes
% of Subarea Rezoned	0%	50%	30%	50%
Housing Permitted?	No	Yes	Yes	Yes
Maximum Building Height (Floors)				
Must be	4 to 5	4	6	6
Optimum	Now allowed	5	7	7
Building Type	No change	Urban Garden Apt. / Wrap	Mid Rise (Podium)	Mid Rise (Podium)
Model	MCB Subarea	Downtown Kenmore	Downtown Bothell	Downtown Bothell

Alternatives

Variables	1	2	3
	Baseline	4 to 5 Stories Mixed Use	Mixed Use TOD A: Some B: More

We are seeking guidance from Council regarding appropriate building heights and uses.

We anticipate that the Project Advisory Committee (PAC) will “fine tune” the preferred alternative(s), such as the percent of the subarea to be rezoned.

1. Baseline



1. Baseline



2. 4 to 5 Story Mixed Use



Property Cost

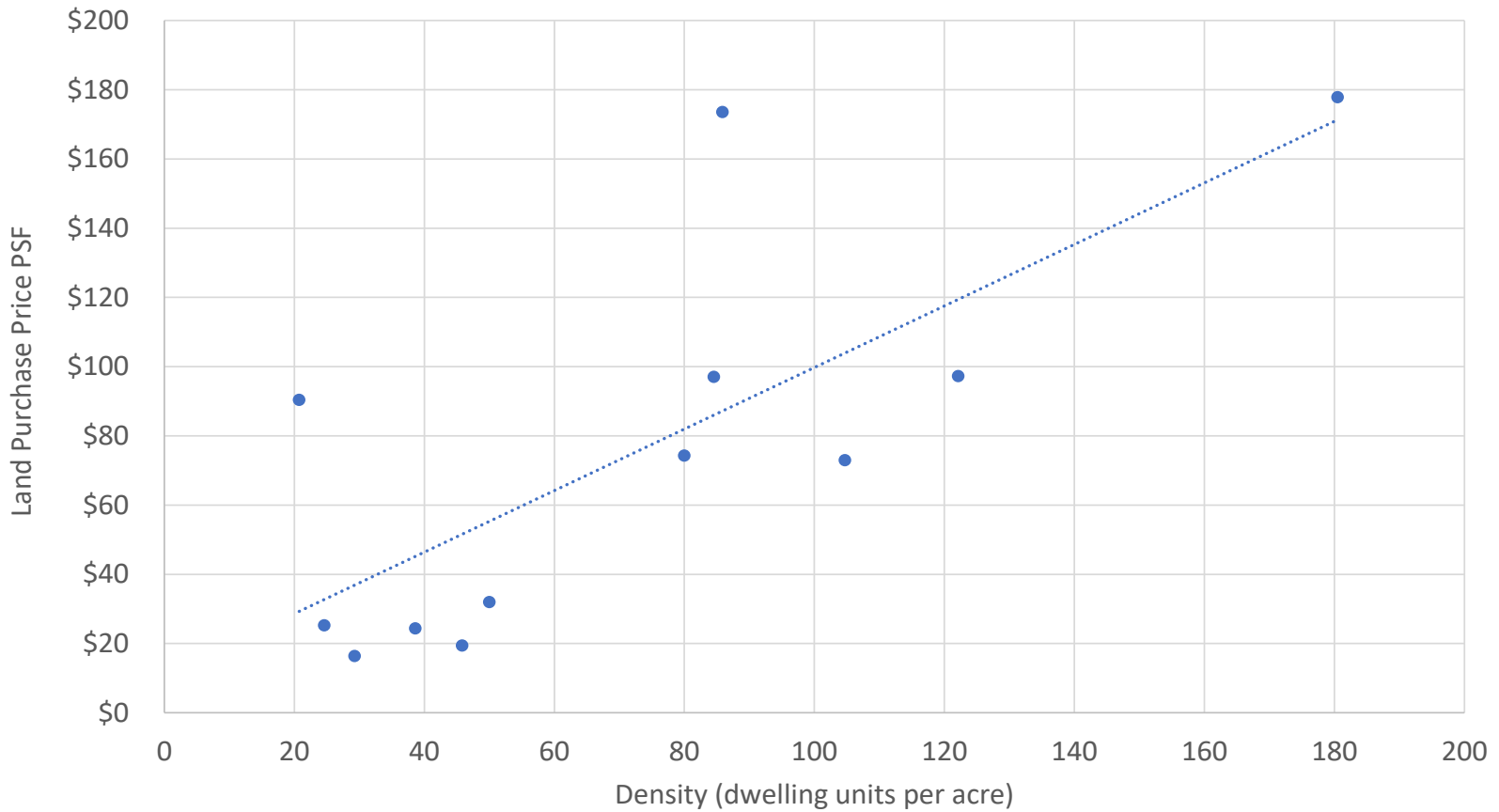
We estimate that most properties will cost \$80 per square foot or more to acquire. Some older properties may cost around \$60 per square foot to acquire.

	"Light Distribution"	Office Typical	Med. Office Typical	Retail Low	Retail Mid+	Retail High
Asking Rent	\$18.00	\$25.00	\$25.00	\$24.00	\$28.00	\$38.00
Lease Type	MG	Gross	NNN	NNN	NNN	NNN
Operating Expenses	\$4.45	\$8.00	-	-	-	-
Net Rent	\$14	\$17	\$25	\$24	\$28	\$38
Cap Rate (Sub-Market Average)	6.6%	6.5%	6.5%	6.5%	6.3%	6.3%
Value / GBA	\$205	\$262	\$385	\$369	\$444	\$603
Floor Area Ratio (FAR)	0.3	0.3	0.3	0.26	0.3	0.3
Value per sq. ft. of Land Area	\$62	\$78	\$115	\$96	\$133	\$181

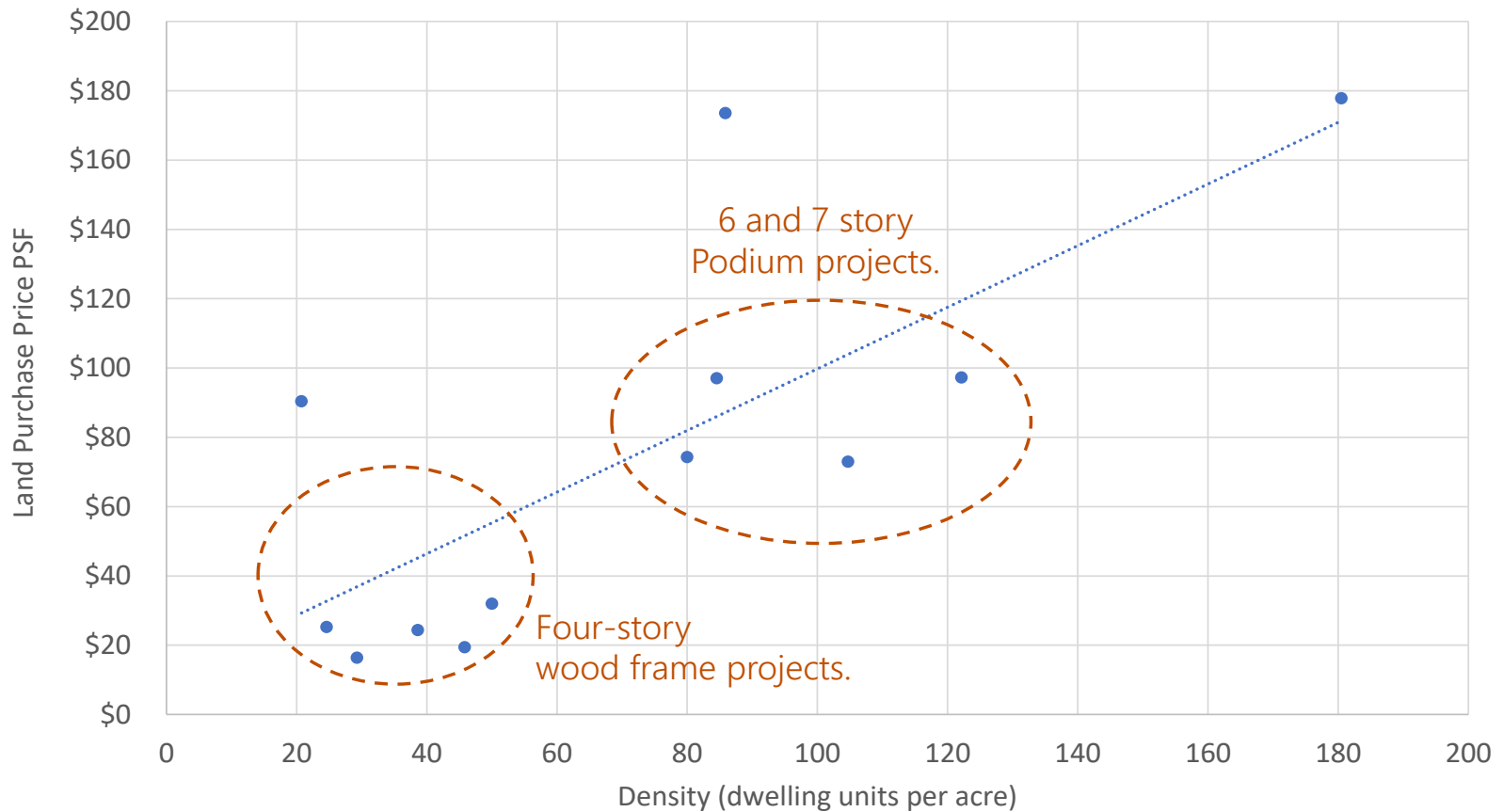
Source: CoStar, Leland Consulting Group.

Development Density and Land Value

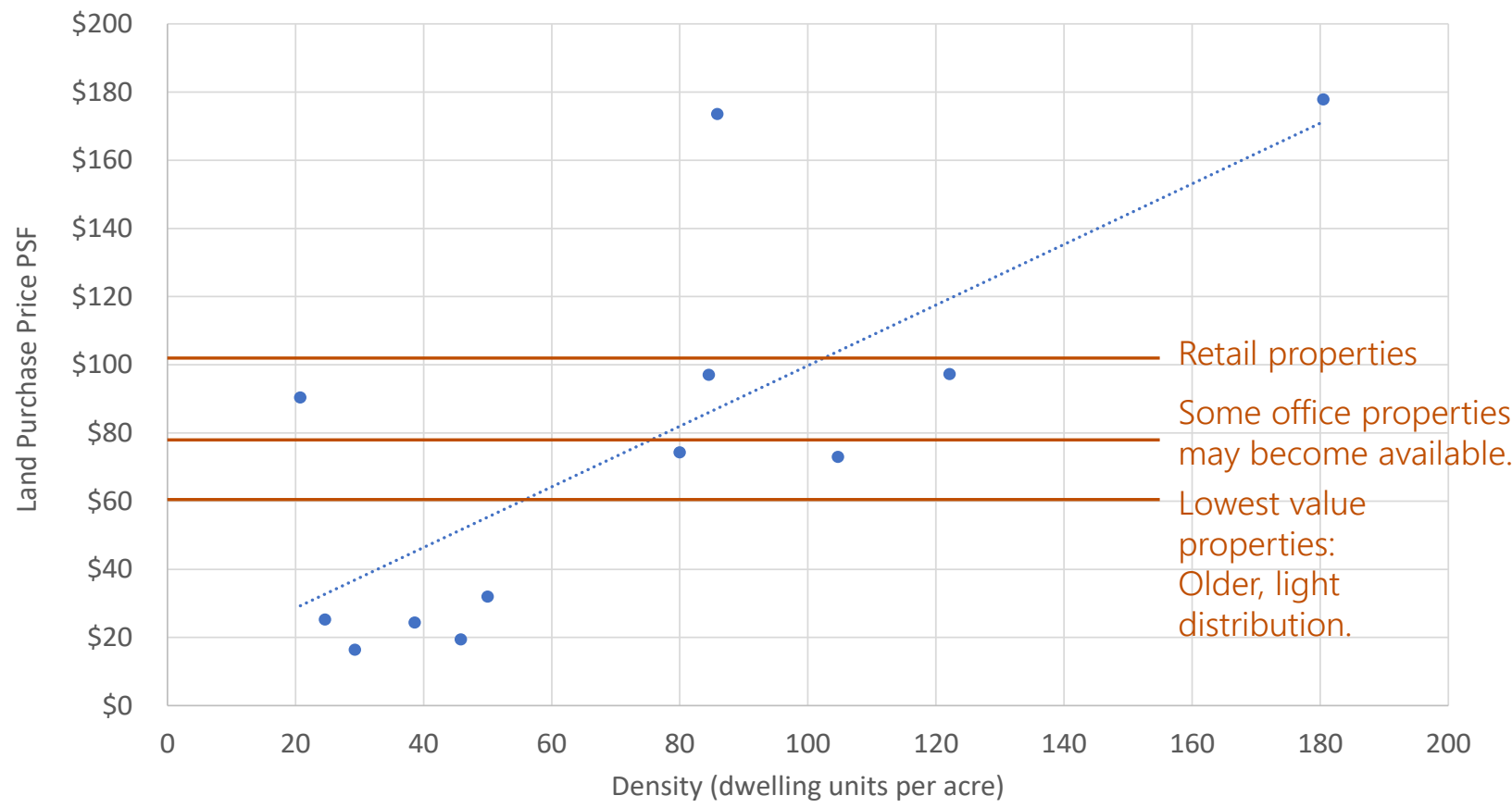
The more units per acre, the more a development project can pay for land.



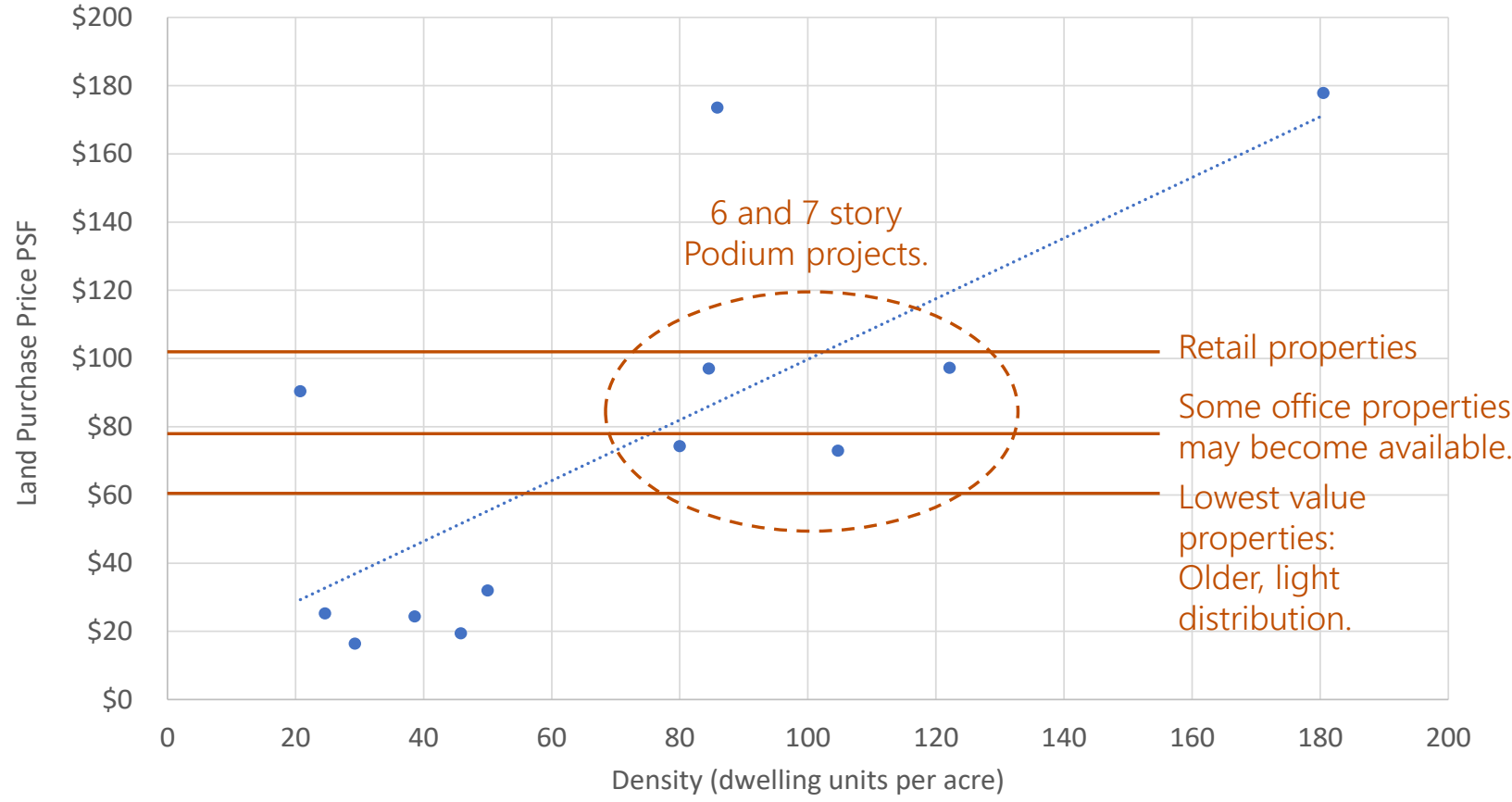
Development Density and Land Value



Development Density and Land Value



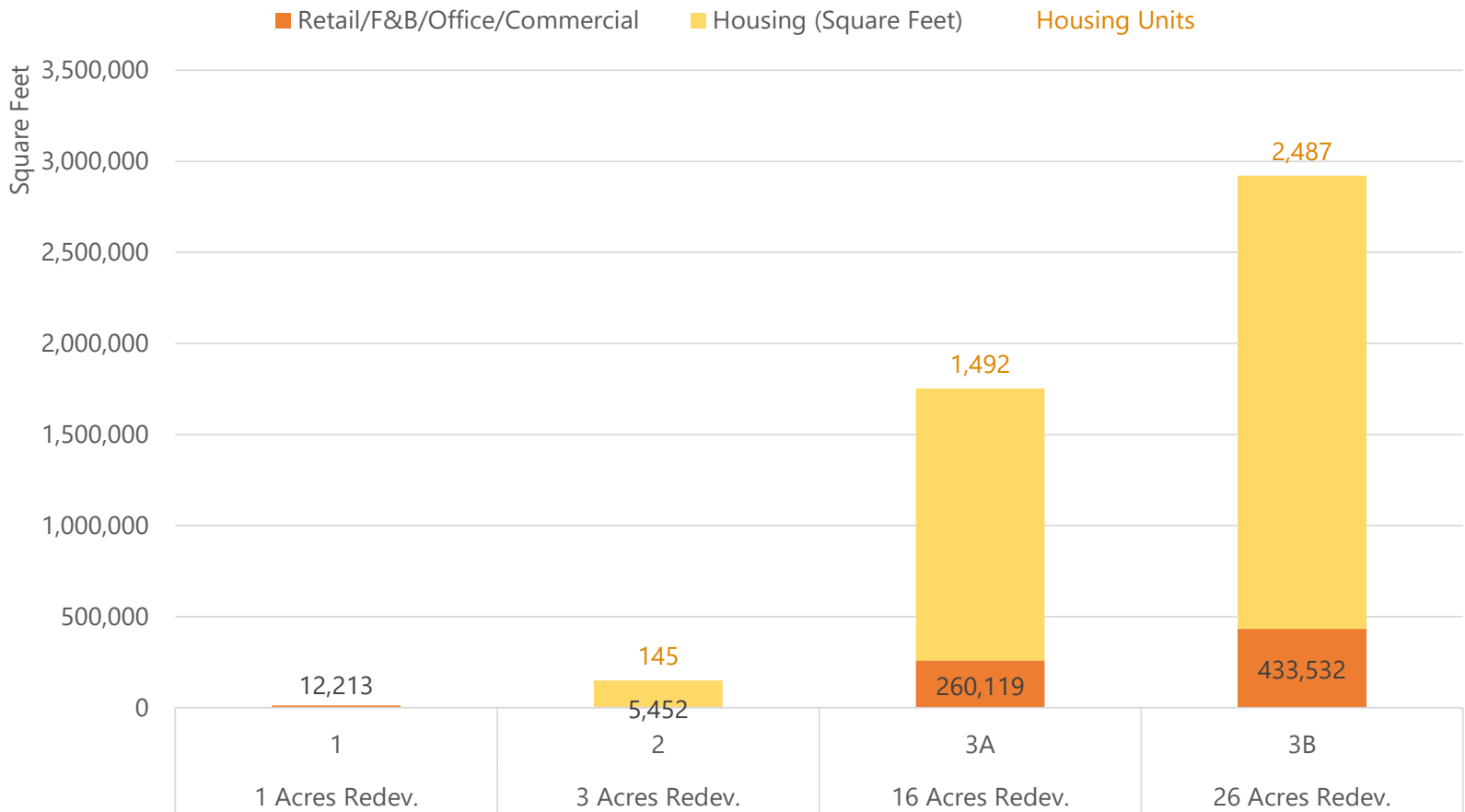
Development Density and Land Value



3. Mixed Use TOD



Development Forecast, 2020 to 2045

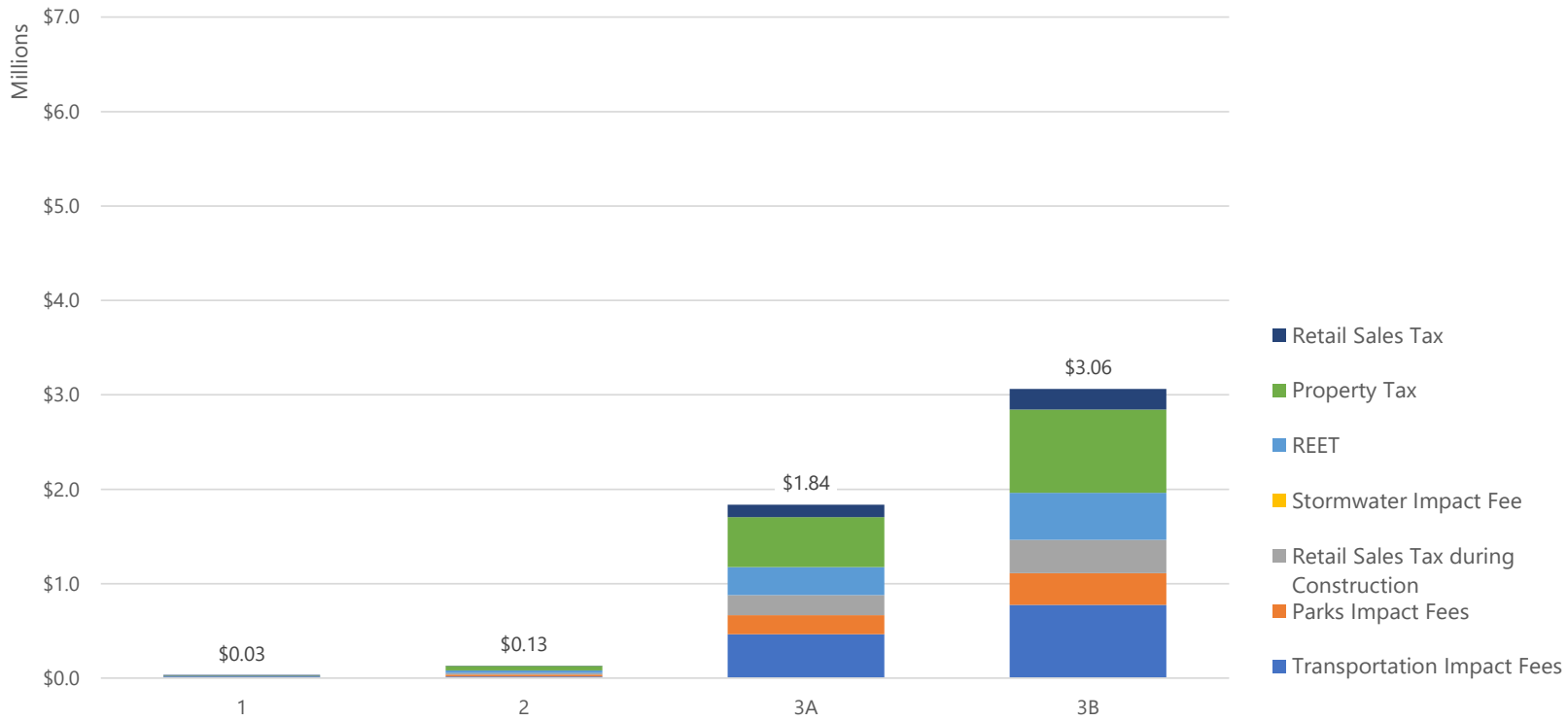


Alternative Evaluation

1 Baseline	2 Emerging Town Center	3A and 3B Mixed Use TOD
Incremental renovations, retenanting, and rehabs; some small “infill” commercial buildings. Change will be modest.	Challenged or Infeasible In most cases, unlikely to generate the residual land value (dollars for land acquisition) that developers require to acquire existing and occupied commercial land and buildings, demolish them, and redevelop. Likely to result in some small infill in underutilized parking areas.	Likely feasible, based on the desirability and excellent attributes of the surrounding area including Town Center, market data and demographics, and developer feedback/interest. However, challenges/limiting factors include higher value properties (e.g., high-rent, highly occupied medical office; high rent retail) in parts of the subarea which are unlikely to be displaced, even with mid-rise development; apartment rents at \$2.50 to \$3.00 PSF that are reasonable but not yet proven here (probably due to that no new apartments have been built near the subarea in the last 10 years). These high rents are required for mid rise development. Due to the large size of the subarea, development is expected to happen incrementally over time, not all at once.

Alternatives: ROI - Fiscal Impact

City Tax and Fee Revenue, Average Year, 2020 Dollars



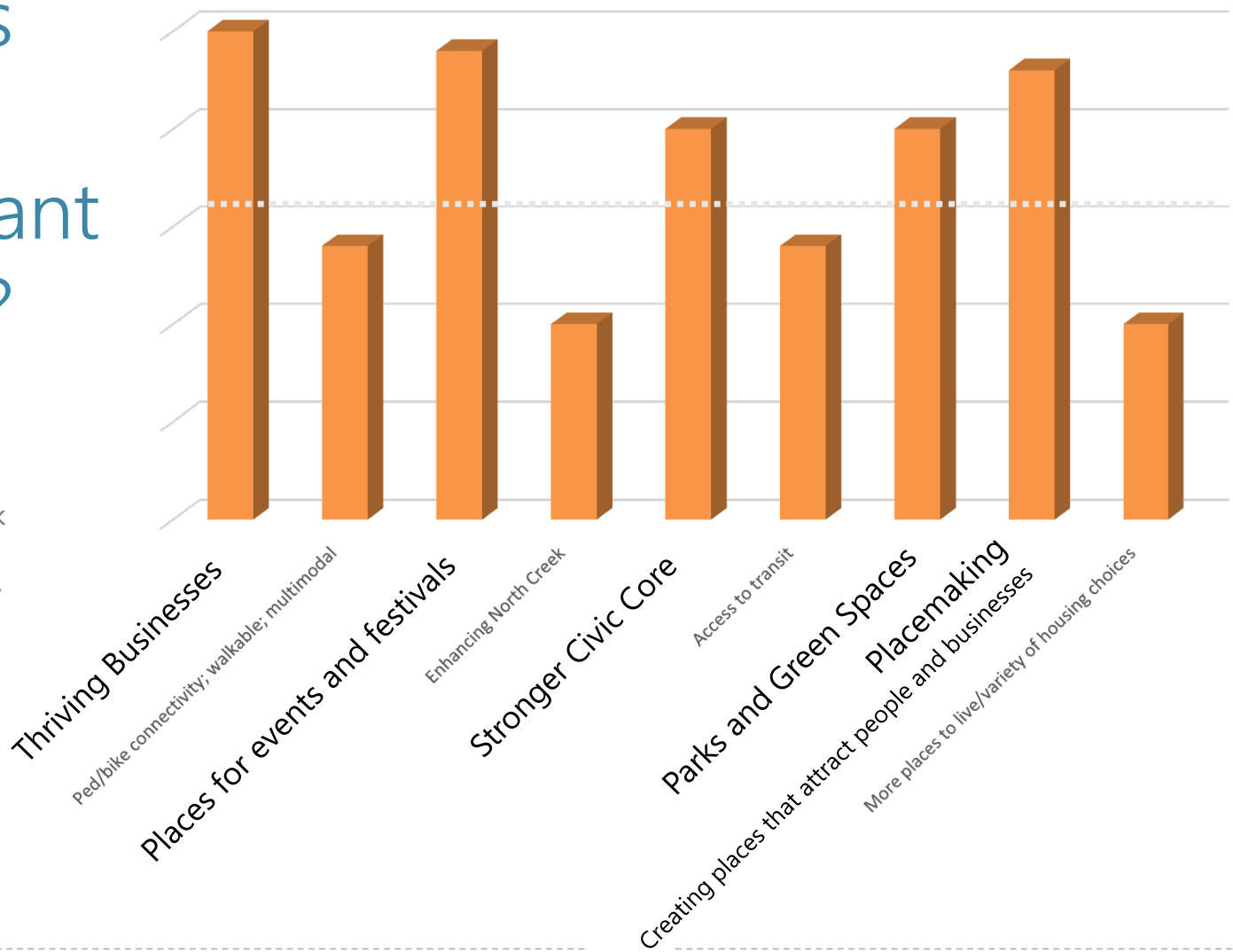
Source: Leland Consulting Group, City of Mill Creek.
All figures in 2020 dollars. Escalation to future years, discounting to present, and comparison to additional City operating costs have not been evaluated.

Alternatives: ROI - Fiscal Impact

- Other considerations, not evaluated:
 - Effects on City operating costs
 - Transportation/traffic Impacts
 - Cost/challenge associated with regional stormwater facility, which can be offset by stormwater fee.

What is most important to you? (ROI)

Results of feedback from Subarea Plan Workshop Series 1, during November 2019, which included more than 100 participants.



What is most important to you?

ROI / Vision / Goals

- Thriving Businesses
- Placemaking - Creating special places
- Places for Events and Festivals
- Stronger Civic Core
- Parks and Green Spaces

Alternative Evaluation

Variables	1	2	3	
	Baseline	4 to 5 Stories Mixed Use	Mixed Use TOD A: Some	B: More
Significant Zoning Changes?	No	Yes	Yes	Yes
% of Subarea Rezoned	0%	50%	30%	50%
Housing Permitted?	No	Yes	Yes	Yes
Maximum Building Height (Floors)				
Must be	4 to 5	4	6	6
Optimum	Now allowed	5	7	7
Building Type	No change	Urban Garden Apt. / Wrap	Mid Rise (Podium)	Mid Rise (Podium)
Model	MCB Subarea	Downtown Kenmore	Downtown Bothell	Downtown Bothell

Alternatives Evaluation

	1	2	3	
	Baseline	4 to 5 Stories Mixed Use	Mixed Use TOD	
			A: Some	B: More
Thriving Businesses				
Limits Displacement (Area that redevelops)	0%	5%	30%	50%
Keeps Rent Low for Existing Businesses	0%	5%	30%	50%
Brings new ground floor commercial tenants		✓	✓	✓
Brings addt'l households & discretionary income		✓	✓	✓

3
Mixed Use TOD
A: Some B: More

Placemaking - Creating special places		✓	✓	✓
Places for Events and Festivals		✓	✓	✓
Stronger Civic Core		✓	✓	✓
Parks and Green Spaces		✓	✓	✓
Annual Fiscal Impacts	\$0.0	\$0.1	\$1.8	\$3.1
Total Construction Cost	\$0	\$41	\$482	\$803

Alternatives Evaluation

1

Baseline

2
4 to 5 Stories
Mixed Use

3
Mixed Use TOD
A: Some B: More

Stronger Civic Core

Requires City Action

Parks and Green Spaces

Building height could shade green spaces

TBD

TBD

TBD

TBD

4.5

6.5

6.5

Alternatives Evaluation

1
Baseline

2
4 to 5 Stories
Mixed Use

3
Mixed Use TOD
A: Some B: More

Other

- More employment space for 21st century jobs
- Improved likelihood of attracting hotel
- More transit users, more transit investment

	✓	✓	✓
	✓	✓	✓
	✓	✓	✓

Alternatives Evaluation

	1	2	3	
	Baseline	4 to 5 Stories Mixed Use	Mixed Use TOD	
			A: Some	B: More
Thriving Businesses				
Limits Displacement (Area that redevelops)	0%	5%	30%	50%
Keeps Rent Low for Existing Businesses	0%	5%	30%	50%
Brings new ground floor commercial tenants		✓	✓	✓
Brings addt'l households & discretionary income		✓	✓	✓
Placemaking - Creating special places				
		✓	✓	✓
Places for Events and Festivals				
		✓	✓	✓
Stronger Civic Core				
		✓	✓	✓
Parks and Green Spaces				
		✓	✓	✓
Annual Fiscal Impacts	\$0.0	\$0.1	\$1.8	\$3.1
Total Construction Cost	\$0	\$41	\$482	\$803
Stronger Civic Core				
Requires City Action	TBD	TBD	TBD	TBD
Parks and Green Spaces				
Building height could shade green spaces	2.0	4.5	6.5	6.5
Other				
More employment space for 21st century jobs		✓	✓	✓
Improved likelihood of attracting hotel		✓	✓	✓
More transit users, more transit investment		✓	✓	✓





LELAND CONSULTING GROUP

People Places Prosperity

503.222.1600

www.lelandconsulting.com

Strategic Advisors to Public and Private Development



Town Center - Vision to Reality

September 22, 2020

Agenda

- Background
- Town Center - Vision to Reality
- Mill Creek Boulevard Subarea
 - Economic Realities of Past and Present
 - Opportunities for Economic Development
 - Nearby Examples
 - Potential Scenarios – Economic Comparison/Feasibility
 - Recommendations
- Next Steps



Background

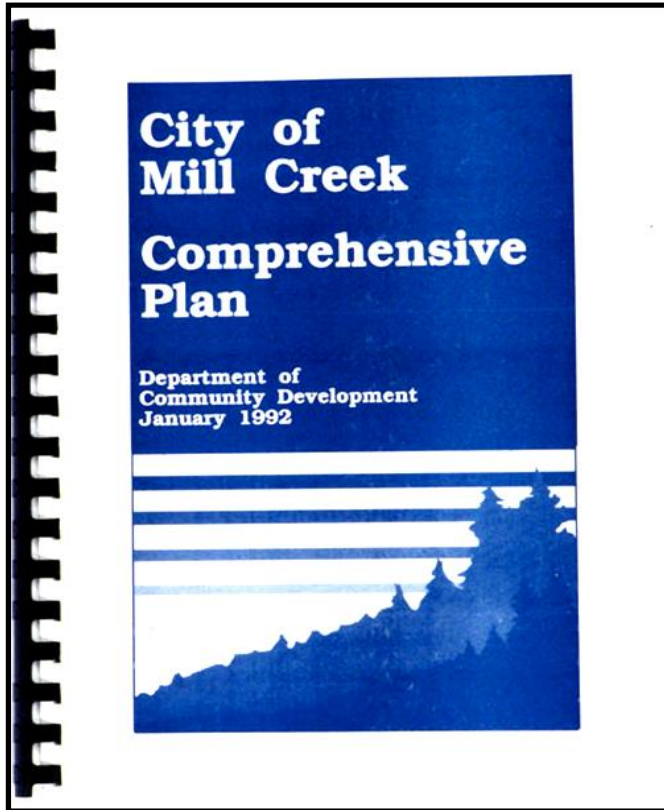
- Mill Creek Blvd. Subarea Planning Underway
- Draft Vision Statement Presented to Council
 - Vision Included Potential for Residential Uses
- Topics Presented to Provide Context
 1. How Much Growth Will The County/City be Required to Accommodate?
 2. Growth Being Planned Near Mill Creek
 - 3. Town Center Success Story and Economic Feasibility of Scenarios in Mill Creek Boulevard Subarea**



What was going on in Mill Creek in 1992?

- GMA recently adopted 1990
- City Population: 8,270 (20,590)
- Land area: 2.72 sq. mi. (today - 4.68 sq. mi.)
- President: George H. W. Bush



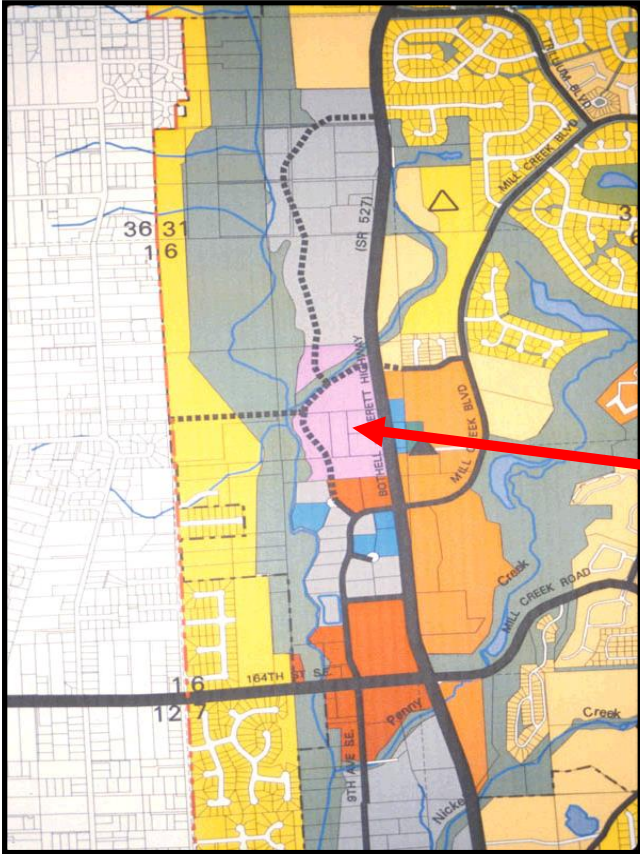


Town Center Had Humble Beginnings

1 Policy:

Future Center to be well-designed and provide for mixed uses (specialty retail, office, residential, public) and serve as the central focal area for community events and business activity





Designated 30 acres in the northwestern quadrant of the central core area as the Town Center site.

Community Vision



- Town Center Steering Committee
- Town Center Goals
- Alternative Designs

- Community Workshops
 - Preferred Plan

Community Vision

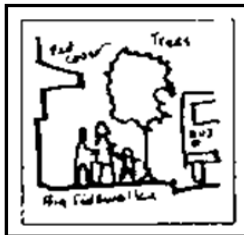
Goals developed during community workshops:



Encourage density and a diverse mix of uses in the center.



Create places that provide for the needs of a diverse population of different ages.



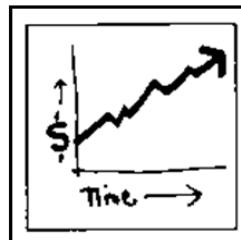
Create a town center that is strongly pedestrian oriented and transit friendly.



Integrate the new town center with existing commercial development and surrounding natural environment.

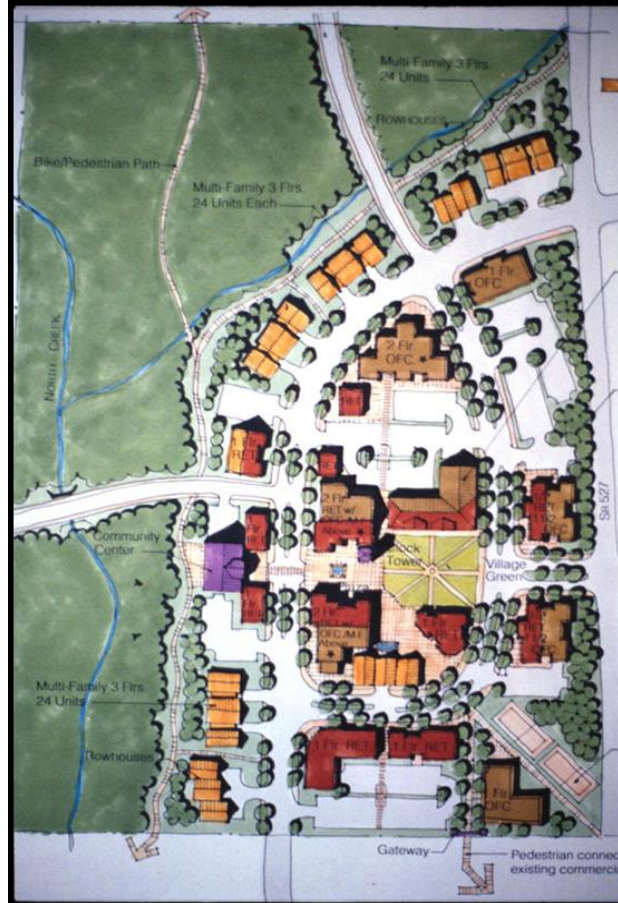


Create a strong identity for the new town center and a focal point for the community.



Phase plan over time to allow for future growth and economic viability.

Town Center Master Plan 1994



City Marketing



- Contacted National Developers
- Too small to be Financially Feasible

Plan Refinement



- Expanded Plan - 7/96
- EIS prepared on 1994 Plan and 1996 Expanded Plan
- Comprehensive Plan amendment and Preferred Plan adopted 10/96
- New Zoning District

SR 527 Subarea Plan

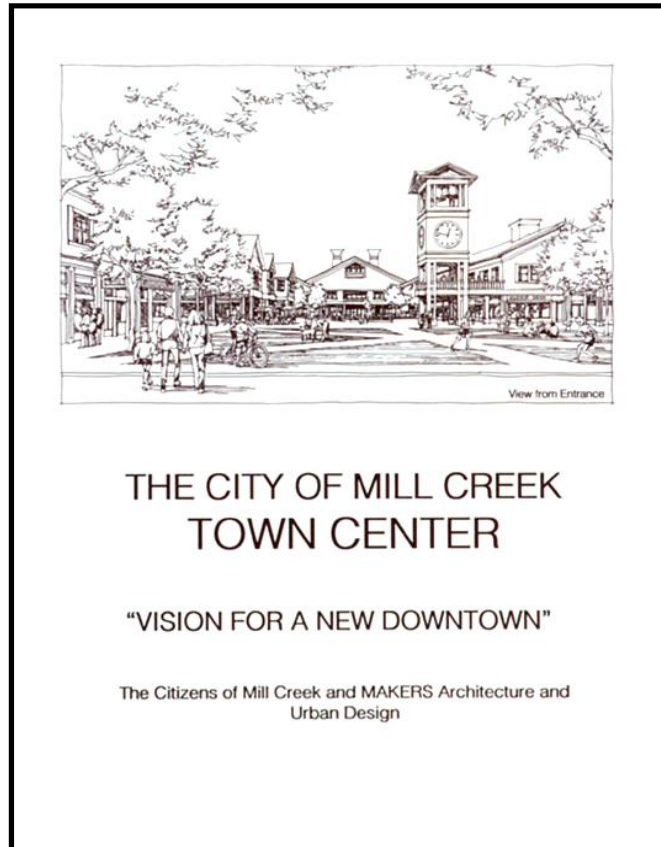


Bill Trimm, Mill Creek Community Development Director, explains how the traffic plan connects Town Center.

- 1998 More Rooftops Required!
- North of Town Center was BP Zoning
- State grant to prepare Subarea Plan and Planned Action
- Planned to allow for Mixed Use with residential required
 - Developed mostly as multi-family residential (1,200 Units)
- Catalyst to Town Center development
 - Sewer and customers

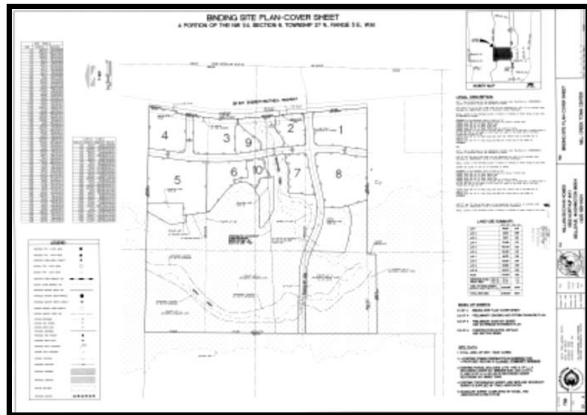


Marketing



- Plan was marketed to development community
- William Buchan Homes secured option on northern property (2/3 of land area)

Town Center Development Application (10/99-Phase I)



- Zone District Required Master Development Plan:
 - Binding Site Plan
 - Master Site Plan
 - Development Agreement

Groundbreaking July 2002



More Marketing -2003/04

- Buxton Company and Community/Council Wishes
 - Best Buy
 - Chili's Bar and Grill
 - Brookstone
 - Claim Jumper
 - Jamba Juice
 - HoneyBaked Ham Co.
 - Harry and David
 - Pottery Barn
 - Calico Corners

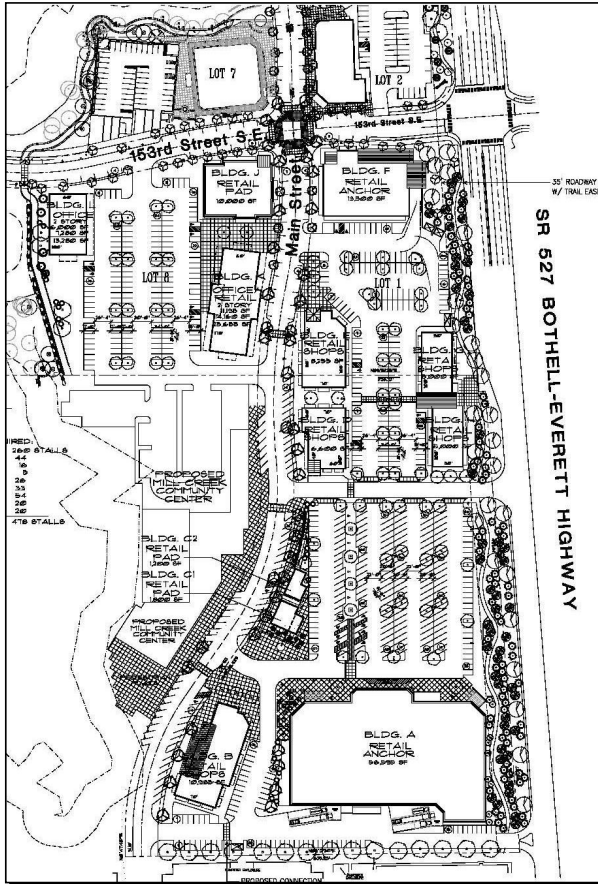


Phases 2 & 3 – 2003-2005

Project Design

11 Buildings

- 129,600 sq. ft. retail
- 27,400 sq. ft. office



Town Center Success Required City Incentives

- Original vision
- Revised vision/scope
- Comprehensive Plan and Zoning
- Rezone of SR 527 Corridor from BP to MU/HDR
- Marketing for Desired Uses
- Flexibility of Land Uses
- City investment in road



Town Center Has Evolved

- Retail Uses Original Focus
 - Calico Corners
 - Pier 1
 - Lavender Store
 - Bread Store
 - The Yarn Store
 - Bella Provence
 - Central Market
 - Haley's Cottage
 - Edible Arrangements
 - Atrium
- Evolved to Restaurants, Professional Services (Medical, Banking, Real Estate)
 - Items not available on the internet



Leland Consulting Group

- Presentation by Brian Vanneman Here –



Next Steps...

- Establish Vision to Guide Scenarios For Further Study
 - Feb 4, Draft Vision Presented To Council
 - March 3 – GMA Planning Population Growth
 - March 10 – ST3 Station Planning along I-5 at 164th and 128th and East/West Corridor Study
 - September 22 – Economic Development Information – Town Center and Mill Creek Boulevard Subarea
 - October ? – MCBS Plan Vision to CC
- Proceed with PAC work



Direction needed before proceeding...

- Should TOD with residential uses be considered as part of Mill Creek Boulevard Plan?
- If yes, how much height/density should be in options?



Extra optional slides

Design Guidelines



- Prepared by Steering Committee
- City Council Adopted in January 1997
- Addresses urban design features:
 - Site Plans
 - Building Mass/Architecture
 - Landscaping
 - Streets
 - Parking
 - Signage

SR 527 Subarea Plan

MILL CREEK

Private Investment

- More than \$100 million

Planned Action and Supplemental EIS Cost

- \$170,000 with PERF

SEPA Actions

- Certificates of consistency instead of four MDNS and one EIS
- One project was redesigned to be consistent with plan

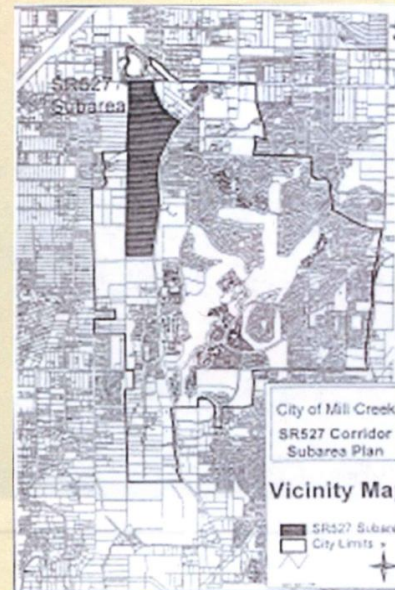
Other Economic Dev. Tools

- Development of "Town Center" as city's downtown
- Economic analysis
- Expansion of SR 527 adjacent to planned action area
- \$8.5 million public park

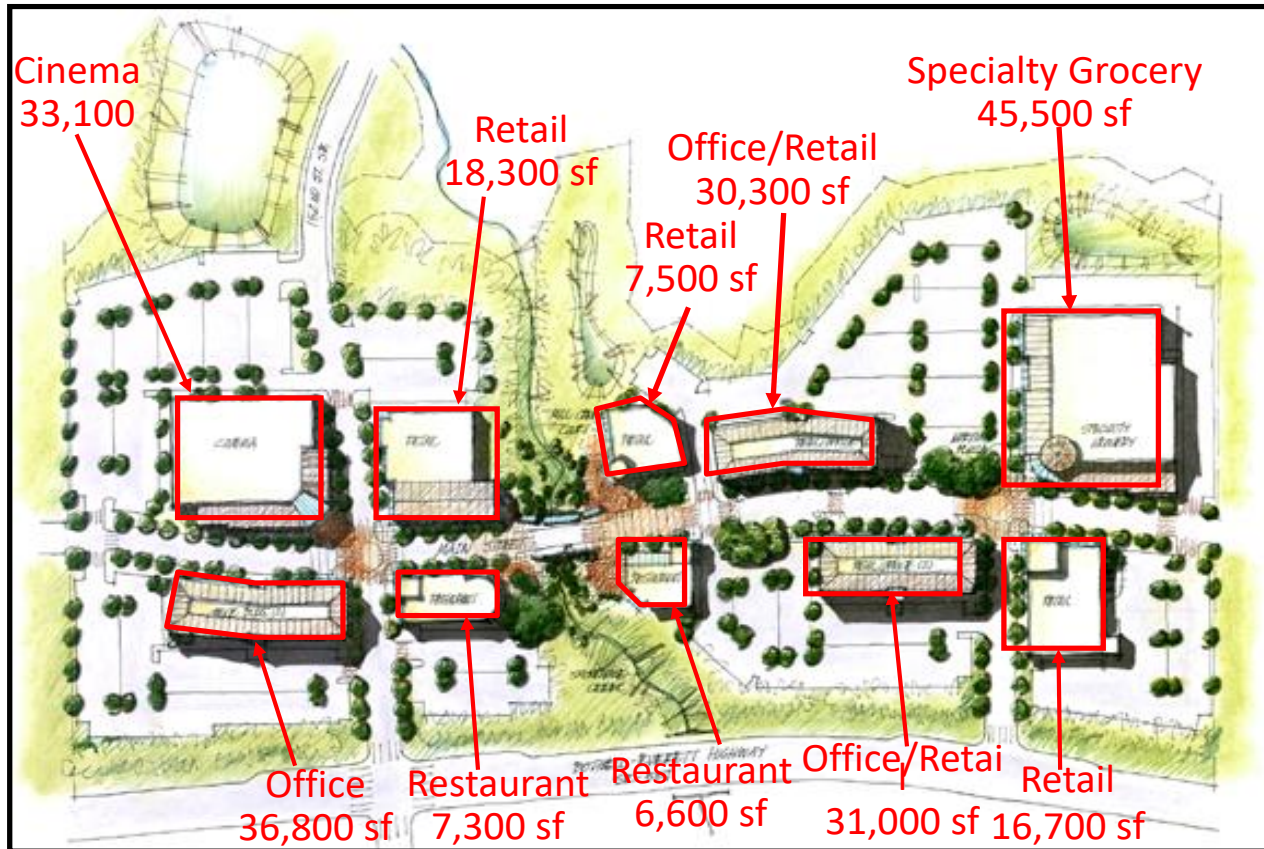
SR 527 Corridor Subarea Planned Action — 1998

CASE OUTCOMES

- Generated enough population to support build-out of downtown core.
- City was able to work with one of the developers to redesign project to be consistent with planned action.
- Monitored dwelling unit and trip generation thresholds.
- Partnered with developers to create public trail and easement through multiple properties adjoining North Creek.
- Obtained area-wide traffic circulation system that complemented downtown.
- Most significant savings were in permit processing time since critical areas studies were still required.
- Provided the incentive of increased certainty for developers.



Town Center Development Application (10/99-Phase I)





SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

RESOLUTION NO. 20-020

A RESOLUTION OF THE SNOHOMISH COUNTY COUNCIL SUPPORTING SNOHOMISH COUNTY SHERIFF DEPUTIES AND LAW ENFORCEMENT OFFICIALS ACROSS THE COUNTY IN RESPONSE TO THE TRAGIC SHOOTING OF TWO SHERIFF DEPUTIES IN LA COUNTY

WHEREAS, on September 12, 2020, two LA County Sheriff Deputies were shot multiple times while in their patrol vehicle in an unprovoked ambush by a single shooter; and

WHEREAS, there has been a call throughout the United States, and locally, to cut the budget of law enforcement, with tensions and rhetoric escalating throughout the year surrounding law enforcement and calls for racial justice; and

WHEREAS, there have been calls upon the County Council to cut the Snohomish County Sheriff's Office by 50%, or \$37.25 million; and

WHEREAS, during a special meeting held by the Snohomish County Council on June 22, 2020, the public shared many important viewpoints on the issue of law enforcement that, while diverse in perspective, showed there is more that unites us than divides us when it comes to public safety; and


WHEREAS, the services law enforcement provide are vital to the safety of our community, as these men and women run towards danger as others run away; and

WHEREAS, Snohomish County is continually committed to ensuring our County is a safe and welcoming place to live and visit for people of all backgrounds, and is dedicated to making meaningful changes to keep it that way; and

WHEREAS, the Council recognizes there are actions we can take to make everyone, including our brave men and women in uniform safer;


NOW, THEREFORE, BE IT RESOLVED, that the Snohomish County Council supports our sheriff deputies and law enforcement officials across the County, will make public safety a top priority in the 2021 budget and will not support compromising our constituents' safety during the budget process.


APPROVED this 16th day of September, 2020.


Nate Nehring
Council Chair


Stephanie Wright
Council Vice-Chair


Sam Low
Councilmember


Megan Dunn
Councilmember


Jared Mead
Councilmember


ATTEST: 
Elena Lao
Asst. Clerk of the Council

D-2

A/P Check Batches		
Dated	Check Numbers	Amount
09/15/2020	62445-62510	\$1,286,310.83
Total		

Voided Checks	
Numbers	Explanation

Ingrid
Councilmember


Director of Finance

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Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
Printed: 9/18/2020 11:48 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62445	911SUPPL INV-2-4676 INV-2-4680	911 Supply Inc LBV ID Panel - C White Hero's Three 1" Stars - S Eastman	09/15/2020		36.47 14.31
		Total for Check Number 62445:		0.00	50.78
62446	ADVTRAFP 0000027616	Advanced Traffic Products 2 - Opticom Traffic Signal Emitter - Car #51 & C	09/15/2020		2,010.72
		Total for Check Number 62446:		0.00	2,010.72
62447	INTEGRA 17031260	Allstream T-1 Monthly Chgs - Sept	09/15/2020		726.11
		Total for Check Number 62447:		0.00	726.11
62448	AMAZON 1JY9-Y6NM-GPRJ 1JY9-Y6NM-GPRJ1 1LTQ-C164-3DG7 1N9Y-PJVV-MTGV	Amazon Capital Services Passport Camera Battery Mini Office Stamps Kangaroo Anti-Fatigue Mat - PD Webcam w/Microphone	09/15/2020		9.17 31.69 47.50 44.19
		Total for Check Number 62448:		0.00	132.55
62449	BANKCR27 1 2 3 4	Business Card Card Stock - Ceremony Certificates Certificate Holder - PD Ceremony Good To Go Pass - PD IACP 2020 Virtual Training Event - S Eastman 1	09/15/2020		17.66 14.35 30.00 250.00
		Total for Check Number 62449:		0.00	312.01
62450	CABDOW August 2020	Cabot Dow Associates, Inc Labor Relations Services - 08/01 - 08/31	09/15/2020		1,006.25
		Total for Check Number 62450:		0.00	1,006.25
62451	CODPUBCO 67643	Code Publishing Company Municipal Code - Web Update - Ord: 2019-8151	09/15/2020		596.63
		Total for Check Number 62451:		0.00	596.63
62452	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 09/18 - 10/17 Internet for ITS 09/14 - 10/13	09/15/2020		191.42 106.42
		Total for Check Number 62452:		0.00	297.84
62453	DAY&NITE 039617-2	Day & Nite Plumbing & Heating Installation of Parts - Toilet - CHN	09/15/2020		1,513.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62453:	0.00	1,513.78
62454	DEPTECOG 21-WAR309162-3	Department of Ecology SHR Preservation - Permit # WAR309162-3	09/15/2020		780.00
			Total for Check Number 62454:	0.00	780.00
62455	DEPTL&I 266409	Dept of Labor & Industries Elevator Operating Permit - CHN 11/01/20 - 11/1	09/15/2020		134.10
			Total for Check Number 62455:	0.00	134.10
62456	WASTDTR RE-313-ATB00817	Washington State Dept. of Transportation Inspection - SHR Preservation 18-PAV03	09/15/2020		304.97
			Total for Check Number 62456:	0.00	304.97
62457	DOWELLCN 2020.08.002	Andrea Dowell Prof Svcs - Financial Consultant - August	09/15/2020		1,555.00
			Total for Check Number 62457:	0.00	1,555.00
62458	EMSECDEP 000-945199-10-6	Employment Security Depart 2nd Qtr/July Unemployment Claims	09/15/2020		2,062.95
			Total for Check Number 62458:	0.00	2,062.95
62459	FBILEEDA 200046250	FBI-LEEDA Distance Learning First Amendment 20-4F - I D	09/15/2020		350.00
			Total for Check Number 62459:	0.00	350.00
62460	FCICUSPV 16935	FCI Custom Police Vehicles Vehicle Maint - Car #49 & Car #44	09/15/2020		315.81
			Total for Check Number 62460:	0.00	315.81
62461	FELDMAJ 0005	Feldman & Lee, P.S. Public Defender Contract - August	09/15/2020		8,034.00
			Total for Check Number 62461:	0.00	8,034.00
62462	FIELDTRF Progress Pay #6	FieldTurf USA, Inc MSCP Turf & Lighting - Progress Payment #6	09/15/2020		13,539.16
			Total for Check Number 62462:	0.00	13,539.16
62463	GRYOSBRN 3	Gray & Osborne Inc Prof Svcs - SHR Pavement Preservation Const	09/15/2020		1,581.23
			Total for Check Number 62463:	0.00	1,581.23
62464	ISO CW243131 CW243131A CW243456	ISOOutsource IT Consultant/Tech Support 08/03 - 08/31 IT Consultant/Tech Support 08/03 - 08/31 Remote Desktop Support Services - Tier I Supp	09/15/2020		3,326.26 2,980.80 7,672.38
			Total for Check Number 62464:	0.00	13,979.44
62465	KCDA 300496968 300496968A	KCDA Purchasing Cooperative Post-It Flags, File Tabs - Exec File Folders, Post-It Notes - Central Supplies	09/15/2020		14.55 16.34

AP Checks by Date - Detail by Check Date (9/18/2020 11:48 AM)

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	300496968B	Chair Mat - I Heath			46.06
			Total for Check Number 62465:	0.00	76.95
62466	SHURKLEN 426 426A	Kramer Enterprises, LLC Vehicle Washes Jan-Aug 2020 Vehicle Washes Jan-Aug 2020	09/15/2020		372.06 40.22
			Total for Check Number 62466:	0.00	412.28
62467	LANEP 3833640 3833641 3833642 3833643 3833644	Lanepowell Prof Legal Svcs - General Employment - July Prof Legal Svcs - General Business - July Prof Legal Svcs - City Attorney - July Prof Legal Svcs - General Construction - July Prof Legal Svcs - AFSCME Unfair Labor Practic	09/15/2020		62,315.15 1,897.40 18,471.00 8,197.20 24,506.60
			Total for Check Number 62467:	0.00	115,387.35
62468	XLIANGW 2002505.002	Wei Liang Refund Preschool Pals - #7235 - Ivan	09/15/2020		648.00
			Total for Check Number 62468:	0.00	648.00
62469	MCADULTF 604391120	Mill Creek Adult Family Home LLC Refund City Business License Fee	09/15/2020		125.00
			Total for Check Number 62469:	0.00	125.00
62470	MCMAG 4820	Mill Creek Living Magazine 19,500 Copies Rec Guide Inserted - Fall 2020 - 1	09/15/2020		4,300.00
			Total for Check Number 62470:	0.00	4,300.00
62471	KIDZLOVS 7599 7600	North American Youth Activities, LLC KLS Soccer Online: Pre-Soccer #7599 KLS Soccer Online: Pre-Soccer I #7600	09/15/2020		32.20 32.20
			Total for Check Number 62471:	0.00	64.40
62472	NCROOFNG 196000	North Creek Roofing Refund Duplicate Permit B2020-0338	09/15/2020		104.00
			Total for Check Number 62472:	0.00	104.00
62473	OMWATT 841216	Ogden Murphy Wallace Attorneys Prof Legal Svcs - Franchise - June	09/15/2020		310.50
			Total for Check Number 62473:	0.00	310.50
62474	OREILLY 2986-267259 2986-267259A 2986-268678	O'Reilly Automotive Inc Edge Trim - Passport Sneeze Barrier Super Glue - PW Shop Fuel Filter/Engine Oil - PW9	09/15/2020		28.71 7.17 159.83
			Total for Check Number 62474:	0.00	195.71
62475	PACAIR 33113 33222 33222A 33322	Pacific Air Control, Inc. HVAC Repairs - Replaced HP-14 - CHN Reset Password for Control System - HVAC-CO Reset Password for Control System - HVAC HVAC Repairs - UH-1 Fan-COVID	09/15/2020		12,178.21 11.05 396.70 11.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	33322	HVAC Repairs - UH-1 Fan			277.91
			Total for Check Number 62475:	0.00	12,874.92
62476	PACFIRSE 71681 73123	Pacific Fire and Security, Inc. Fire & Sprinklers - April-June 2020 - CHS Fire & Sprinklers - July - September 2020 - CH	09/15/2020		740.35 740.35
			Total for Check Number 62476:	0.00	1,480.70
62477	PACTOP 1-T1142989 1-TH43002	Pacific Topsoils, Inc. 5 Yards Med Bark - 35th Ave City Sign 5 Yards Med Bark - 35th Ave City Sign	09/15/2020		59.67 140.89
			Total for Check Number 62477:	0.00	200.56
62478	ELLITIRE 064462004820 064462004820A 064462014362 064462014464 064462014560	PepBoys-Remittance Dept LOF, Spark Plugs, Wheel Alignment - Car #41 Credit - LOF, Spark Plugs, Wheel Alignment - C 4 Tires, Wheel Balance/Alignment Car #29 LOF - Car #47 Front Rotors, Front Pads, LOF - Car #43	09/15/2020		426.74 -355.68 606.35 49.41 745.11
			Total for Check Number 62478:	0.00	1,471.93
62479	PILCHVT 688373 692929 693592	Pilchuck Vet Hospital Lab Work - Hondo Wellness Exam - Hondo Dental Procedure - Hondo	09/15/2020		70.52 177.42 1,101.33
			Total for Check Number 62479:	0.00	1,349.27
62480	PITNEYB 3311909424	Pitney Bowes Global Financial Services Lease Postage Machine, Meter & Scale 06/30 - C	09/15/2020		427.56
			Total for Check Number 62480:	0.00	427.56
62481	PLANTSCP 51421E 51421E1 51421E10 51421E11 51421E12 51421E13 51421E14 51421E15 51421E2 51421E3 51421E4 51421E5 51421E6 51421E7 51421E8 51421E9 51629E 51629E1	Plantscapes Horticultural Services Landscape Maint - CHS - July Landscape Maint - CHN - July Landscape Maint - Hillside Park - July Landscape Maint - Silver Crest Park - July Landscape Maint - Buffalo Park - July Landscape Maint - R/W Medians - July Landscape Maint - Interior Medians - July Landscape Maint - Ditches - July Landscape Maint - MC Public Library - July Landscape Maint - Library Park - July Landscape Maint - Heron Park - July Landscape Maint - MCSP - July Landscape Maint - Highland Park - July Landscape Maint - Pine Meadows Park - July Landscape Maint - Nickel Creek Park - July Landscape Maint - Cougar Park - July Vegetation Management & ROW Cleanup - SR Vegetation Management & ROW Cleanup - SHR	09/15/2020		395.41 174.77 781.27 304.74 1,000.48 1,173.22 111.80 1,756.33 379.77 670.05 729.30 602.07 1,362.80 1,484.40 429.09 1,368.76 3,315.00 1,989.00
			Total for Check Number 62481:	0.00	18,028.26
62482	PLATT 0M10762 0R81887	Platt Electric Supply, Inc Street Lights Tooling	09/15/2020		510.36 38.66

AP Checks by Date - Detail by Check Date (9/18/2020 11:48 AM)

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	0R81887A	Street Lights			249.94
		Total for Check Number 62482:		0.00	798.96
62483	SNOCPUD	PUD No. 1 of Snohomish County	09/15/2020		
	100448393	13903 N Creek Dr 06/17 - 08/18			19.44
	112013665	Street Light - 1 Light - 160W 08/01 - 08/31			5.18
	112017028	14600 16th Ave SE 08/06 - 09/03			18.59
	112018544	13901 North Pointe Cir Irrig 08/08 - 09/04			15.12
	125260939	15510 Village Green Dr 07/28 - 08/27			16.74
	128537066	Street Lights - 49 Lights - 20W 08/01 - 08/31			17.15
	131850834	Street Lights - 189 Lights - 200W 08/01 - 08/31			1,736.91
	135152687	Street Lights - 6 Lights - 150W 08/01 - 08/31			28.98
	135154825	13332 44th Ave SE 08/05 - 09/01			48.69
	138364817	902 164th St SE 08/06 - 09/02			30.97
	141674608	Street Light - 1 Light - 240W 08/01 - 08/31			7.94
	141677719	15429 1/2 Bothell Everett Hwy 08/05 - 09/04			18.24
	145008596	14729 12th Ave SE 07/31 - 08/29			16.20
	148295328	1700 Mill Creek Rd 07/29 - 08/21			54.08
	148297931	Street Lights - 8 Lights - 200W 08/01 - 08/31			47.68
	148297932	Street Lights - 38 Lights - 250W 08/01 - 08/31			285.38
	148297933	Street Lights - 39 Lights - 400W 08/01 - 08/31			441.48
	148302755	15728 Main St 08/06 - 09/09			1,759.48
	151593938	Street Lights - 21 Lights - 400W 08/01 - 08/31			312.90
	151595413	4560 SAC 08/06 - 09/01			32.59
	151597370	3401 148th St SE 07/25 - 08/24			151.41
	154839078	15601 22nd Ct SE 07/28 - 08/27			19.52
	154840304	Street Lights - 386 Lights - 100W 08/01 - 08/31			1,389.60
	154843212	15429 Bothell Everett Hwy 08/05 - 09/04			26.02
	158038267	16110 1/2 29th Dr SE 07/30 - 08/28			15.35
	158038268	2701 155th St SE 07/28 - 08/27			18.40
	158038883	Street Lights - 91 Lights - 250W 08/01 - 08/31			985.53
	158038884	Street Lights - 841 Lights - 100W 08/01 - 08/31			5,121.69
	164430690	4842 SAC 08/05 - 09/04			63.54
	167655026	Street Lights - 17 Lights - 100W 08/01 - 08/31			52.87
		Total for Check Number 62483:		0.00	12,757.67
62484	QCONTRL	Quality Control Services, Inc	09/15/2020		
	60981	2 - Evidence Scale Calibrations			331.50
	60981A	Use Tax Payable - 2 - Evidence Scale Calibration			-31.50
		Total for Check Number 62484:		0.00	300.00
62485	ESRI	Environmental Systems Research Institute	09/15/2020		
	93901701	ArcGIS Desktop Basic Primary/Secondary Main			773.50
		Total for Check Number 62485:		0.00	773.50
62486	RICHARDR	Robert Richardson	09/15/2020		
	9/15	Prof Svcs - Law Enforcement Consultant 07/02-08/01			2,539.65
		Total for Check Number 62486:		0.00	2,539.65
62487	RONGERJ	John Rongerude P.S.	09/15/2020		
	9353	Conflict Public Defender XZ0047730			300.00
		Total for Check Number 62487:		0.00	300.00
62488	SNOCOSHO	Snohomish County Sheriff's Office	09/15/2020		
	1000530353	City JAG Contribution - Jan-June 2020			2,707.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62488:	0.00	2,707.00
62489	SILVERL	Silverlake Water District	09/15/2020		
	14112-27585	132nd & SR 527 Irrig 08/01 - 08/31			38.80
	14737-19068	13617 28th Dr SE Irrig 08/01 - 08/31			7.60
	14969-56155	13716 Bothell Everett Hwy 08/01 - 08/31			7.60
	17679-27345	15429 1/2 Bothell Everett Hwy 08/01 - 08/31			155.80
	17684-27596	15429 Bothell Way - Irrig 08/01 - 08/31			140.20
	24079-27593	Hillside Irrig 08/01 - 08/31			142.80
	32140-27632	13903 N Creek Dr - Irrig 08/01 - 08/31			361.20
	32141-27633	13903 N Creek Dr 08/01 - 08/31			75.65
	35995-27914	SR 527 Irrig 08/01 - 08/31			7.60
	35996-27914	14600 SR 527 - Irrig 08/01 - 08/31			7.60
	35997-27914	13800 N SR 527 - Irrig 08/01 - 08/31			93.40
	35998-27914	1600 SR 527 - Irrig 08/01 - 08/31			7.60
	35999-27914	15200 SR 527 - Irrig 08/01 - 08/31			7.60
	36000-27914	15100 N SR 527 - Irrig 08/01 - 08/31			7.60
	36016-27914	SR 527 & Trillium Blvd - Irrig 08/01 - 08/31			267.60
	36025-27914	14600 SR 527 - Irrig 08/01 - 08/31			33.60
	36026-27914	SR 527 & Dumas Rd Irrig 08/01 - 08/31			31.00
	36365-27593	Dumas Rd Irrigation 08/01 - 08/31			22.30
	37034-30017	14721 12th Ave SE - Irrig 08/01 - 08/31			12.80
	37680-27914	0 33rd Dr & Northpointe Circle - Irrig 08/01 - 08/31			353.40
	40191-27914	13401 44th Ave SE - Restroom 08/01 - 08/31			68.45
			Total for Check Number 62489:	0.00	1,850.20
62490	SIPDIPND 7607	Sip Dip-n-Doodle LLC Online Canvas Painting: Hawaiian Summer #760	09/15/2020		49.00
			Total for Check Number 62490:	0.00	49.00
62491	SCFIRDS INV00580	Sno County Fire District #7 Fire Interlocal Agreement - 3rd Qtr 2020	09/15/2020		1,007,253.50
			Total for Check Number 62491:	0.00	1,007,253.50
62492	SNOCOM 2818	Snohomish County 911 Dispatch Services - Sept	09/15/2020		21,804.54
			Total for Check Number 62492:	0.00	21,804.54
62493	SNOCOPW I000533651 I000533651A I000533651B I000533651C	Snohomish County Public Works Signal Maint - RR6156 Mill Creek Traffic Proje Signal Maint - RR7553 Mill Cr Rd & Village Gr Signal Maint - RR7554 SE & 9th Ave SE - July Signal Maint - RR7571 Mill Crk Rd & Sea Hill -	09/15/2020		111.78 99.96 99.88 249.44
			Total for Check Number 62493:	0.00	561.06
62494	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - Se	09/15/2020		2,944.89
			Total for Check Number 62494:	0.00	2,944.89
62495	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - September	09/15/2020		1,533.45
			Total for Check Number 62495:	0.00	1,533.45
62496	STAPLEAD	Staples Advantage	09/15/2020		

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	70107960LA	Royal Laminator/Pouches - C & M			66.55
	70107960LA1	Commercial Shredder - Admin			220.19
		Total for Check Number 62496:		0.00	286.74
62497	STARDMSV	Stardom Services Inc	09/15/2020		
	0124376-IN	August Services - Janitorial - CHS			1,105.40
	0124376-IN1	August Services - Janitorial - CHN			1,349.60
	0124376-IN2	August Services - Janitorial - CHN - Additional			175.00
	0124376-IN3	August Services - Janitorial - CHS - Additional			125.00
	0124376-IN4	August Services - Janitorial - CHS - Refrigerator			65.00
	0124376-IN5	August Services - Janitorial - CHS - Deep Clean			1,450.00
	0124376-IN6	August Services - Janitorial - CHS - Steam Clean			990.00
		Total for Check Number 62497:		0.00	5,260.00
62498	TRANSUN	Trans Union LLC	09/15/2020		
	08008281	Basic Service Monthly Fee - Credit Checks 07/2			60.78
		Total for Check Number 62498:		0.00	60.78
62499	TLOLLC	TransUnion Risk and Alternative	09/15/2020		
	839489	Background/Identity Investigations - August			55.25
		Total for Check Number 62499:		0.00	55.25
62500	UPS	United Parcel Service	09/15/2020		
	00009X8014340	UPS Chgs - Toro Co.			44.61
		Total for Check Number 62500:		0.00	44.61
62501	USIC	USIC Locating Services, LLC	09/15/2020		
	397602	73 Ticket Locates/2 AH 08/01 - 08/31			1,895.10
	397602A	73 Ticket Locates/2 AH 08/01 - 08/31			1,895.10
		Total for Check Number 62501:		0.00	3,790.20
62502	UULC	Utilities Underground Location Center	09/15/2020		
	0080175	On-Call Location Services - 80 Tickets			102.56
	0080175A	On-Call Location Services - 79 Tickets			102.55
		Total for Check Number 62502:		0.00	205.11
62503	VERIZON	Verizon Wireless	09/15/2020		
	9861293675	Access & Usage Chgs - Public Safety 07/23 - 08			1,725.48
		Total for Check Number 62503:		0.00	1,725.48
62504	WALTNELS	Walter E. Nelson Co.	09/15/2020		
	773419	1 Cs. - Hard Surface Disinfecting Wipes			57.92
		Total for Check Number 62504:		0.00	57.92
62505	WASTPAT	Washington State Patrol	09/15/2020		
	I21001102	Background Checks - August			13.25
		Total for Check Number 62505:		0.00	13.25
62506	WAVEDIV	WaveDivision Holdings, LLC	09/15/2020		
	102743301-00083	Fiber Lease - 15728 Main to 3000 Rockefeller A			641.25
		Total for Check Number 62506:		0.00	641.25

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62507	WINSUPP	Winsupply Company	09/15/2020		
	039350 01	Irrigation Supplies - Parks			146.98
	039634 01	Irrigation Supplies - SHR Median			88.72
	039713 01	Highlands Park Irrigation Repair - Leak			137.13
	040008 01	SS Rotor - Exploration Park			24.67
Total for Check Number 62507:				0.00	397.50
62508	AFSCME August 2020	WSCCCE, AFSCME, AFL-CIO Union Dues - AFSCME - Aug	09/15/2020		801.78
Total for Check Number 62508:				0.00	801.78
62509	ZAC&THOM 20-MCR008	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - August	09/15/2020		9,880.00
Total for Check Number 62509:				0.00	9,880.00
62510	GTENORTH 425 745-6974	Zipty Fiber CC Line, Fax, Prop Rm 08/19-09/18	09/15/2020		176.82
Total for Check Number 62510:				0.00	176.82
Total for 9/15/2020:				0.00	1,286,310.83
Report Total (66 checks):				0.00	1,286,310.83

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodie
Printed: 9/18/2020 11:48 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62445	911SUPPL	911 Supply Inc	09/15/2020		
	INV-2-4676	LBV ID Panel - C White			36.47
	INV-2-4680	Hero's Three 1" Stars - S Eastman			14.31
Total for Check Number 62445:				0.00	50.78
62446	ADVTRAFP	Advanced Traffic Products	09/15/2020		
	0000027616	2 - Opticom Traffic Signal Emitter - Car #51 & C			2,010.72
Total for Check Number 62446:				0.00	2,010.72
62447	INTEGRA	Allstream	09/15/2020		
	17031260	T-1 Monthly Chgs - Sept			726.11
Total for Check Number 62447:				0.00	726.11
62448	AMAZON	Amazon Capital Services	09/15/2020		
	1JY9-Y6NM-GPRJ	Passport Camera Battery			9.17
	1JY9-Y6NM-GPRJ1	Mini Office Stamps			31.69
	1LTQ-C164-3DG7	Kangaroo Anti-Fatigue Mat - PD			47.50
	1N9Y-PJVV-MTGTV	Webcam w/Microphone			44.19
Total for Check Number 62448:				0.00	132.55
62449	BANKCR27	Business Card	09/15/2020		
	1	Card Stock - Ceremony Certificates			17.66
	2	Certificate Holder - PD Ceremony			14.35
	3	Good To Go Pass - PD			30.00
	4	IACP 2020 Virtual Training Event - S Eastman 1			250.00
Total for Check Number 62449:				0.00	312.01
62450	CABDOW	Cabot Dow Associates, Inc	09/15/2020		
	August 2020	Labor Relations Services - 08/01 - 08/31			1,006.25
Total for Check Number 62450:				0.00	1,006.25
62451	CODPUBCO	Code Publishing Company	09/15/2020		
	67643	Municipal Code - Web Update - Ord: 2019-8151			596.63
Total for Check Number 62451:				0.00	596.63
62452	COMCAST	Comcast	09/15/2020		
	849831021045701	High Speed Internet Fee 09/18 - 10/17			191.42
	849831021072434	Internet for ITS 09/14 - 10/13			106.42
Total for Check Number 62452:				0.00	297.84
62453	DAY&NITE	Day & Nite Plumbing & Heating	09/15/2020		
	039617-2	Installation of Parts - Toilet - CHN			1,513.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62453:	0.00	1,513.78
62454	DEPTECOG 21-WAR309162-3	Department of Ecology SHR Preservation - Permit # WAR309162-3	09/15/2020		780.00
			Total for Check Number 62454:	0.00	780.00
62455	DEPTL&I 266409	Dept of Labor & Industries Elevator Operating Permit - CHN 11/01/20 - 11/01/20	09/15/2020		134.10
			Total for Check Number 62455:	0.00	134.10
62456	WASTDTR RE-313-ATB00817	Washington State Dept. of Transportation Inspection - SHR Preservation 18-PAV03	09/15/2020		304.97
			Total for Check Number 62456:	0.00	304.97
62457	DOWELLCN 2020.08.002	Andrea Dowell Prof Svcs - Financial Consultant - August	09/15/2020		1,555.00
			Total for Check Number 62457:	0.00	1,555.00
62458	EMSECDEP 000-945199-10-6	Employment Security Depart 2nd Qtr/July Unemployment Claims	09/15/2020		2,062.95
			Total for Check Number 62458:	0.00	2,062.95
62459	FBILEEDA 200046250	FBI-LEEDA Distance Learning First Amendment 20-4F - I D	09/15/2020		350.00
			Total for Check Number 62459:	0.00	350.00
62460	FCICUSPV 16935	FCI Custom Police Vehicles Vehicle Maint - Car #49 & Car #44	09/15/2020		315.81
			Total for Check Number 62460:	0.00	315.81
62461	FELDMAJ 0005	Feldman & Lee, P.S. Public Defender Contract - August	09/15/2020		8,034.00
			Total for Check Number 62461:	0.00	8,034.00
62462	FIELDTRF Progress Pay #6	FieldTurf USA, Inc MSCP Turf & Lighting - Progress Payment #6	09/15/2020		13,539.16
			Total for Check Number 62462:	0.00	13,539.16
62463	GRYOSBRN 3	Gray & Osborne Inc Prof Svcs - SHR Pavement Preservation Const M	09/15/2020		1,581.23
			Total for Check Number 62463:	0.00	1,581.23
62464	ISO CW243131 CW243131A CW243456	ISOOutsource IT Consultant/Tech Support 08/03 - 08/31 IT Consultant/Tech Support 08/03 - 08/31 Remote Desktop Support Services - Tier 1 Supp	09/15/2020		3,326.26 2,980.80 7,672.38
			Total for Check Number 62464:	0.00	13,979.44
62465	KCDA 300496968 300496968A	KCDA Purchasing Cooperative Post-It Flags, File Tabs - Exec File Folders, Post-It Notes - Central Supplies	09/15/2020		14.55 16.34

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	300496968B	Chair Mat - I Heath			46.06
			Total for Check Number 62465:	0.00	76.95
62466	SHURKLEN 426 426A	Kramer Enterprises, LLC Vehicle Washes Jan-Aug 2020 Vehicle Washes Jan-Aug 2020	09/15/2020		372.06 40.22
			Total for Check Number 62466:	0.00	412.28
62467	LANEP 3833640 3833641 3833642 3833643 3833644	Lanepowell Prof Legal Svcs - General Employment - July Prof Legal Svcs - General Business - July Prof Legal Svcs - City Attorney - July Prof Legal Svcs - General Construction - July Prof Legal Svcs - AFSCME Unfair Labor Practi	09/15/2020		62,315.15 1,897.40 18,471.00 8,197.20 24,506.60
			Total for Check Number 62467:	0.00	115,387.35
62468	XLIANGW 2002505.002	Wei Liang Refund Preschool Pals - #7235 - Ivan	09/15/2020		648.00
			Total for Check Number 62468:	0.00	648.00
62469	MCADULTF 604391120	Mill Creek Adult Family Home LLC Refund City Business License Fee	09/15/2020		125.00
			Total for Check Number 62469:	0.00	125.00
62470	MCMAG 4820	Mill Creek Living Magazine 19,500 Copies Rec Guide Inserted - Fall 2020 - P	09/15/2020		4,300.00
			Total for Check Number 62470:	0.00	4,300.00
62471	KIDZLOVS 7599 7600	North American Youth Activities, LLC KLS Soccer Online: Pre-Soccer #7599 KLS Soccer Online: Pre-Soccer 1 #7600	09/15/2020		32.20 32.20
			Total for Check Number 62471:	0.00	64.40
62472	NCROOFNG 196000	North Creek Roofing Refund Duplicate Permit B2020-0338	09/15/2020		104.00
			Total for Check Number 62472:	0.00	104.00
62473	OMWATT 841216	Ogden Murphy Wallace Attorneys Prof Legal Svcs - Franchise - June	09/15/2020		310.50
			Total for Check Number 62473:	0.00	310.50
62474	OREILLY 2986-267259 2986-267259A 2986-268678	O'Reilly Automotive Inc Edge Trim - Passport Sneeze Barrier Super Glue - PW Shop Fuel Filter/Engine Oil - PW9	09/15/2020		28.71 7.17 159.83
			Total for Check Number 62474:	0.00	195.71
62475	PACAIR 33113 33222 33222A 33322	Pacific Air Control, Inc. HVAC Repairs - Replaced HP-14 - CHN Reset Password for Control System - HVAC-CO Reset Password for Control System - HVAC HVAC Repairs - UH-1 Fan-COVID	09/15/2020		12,178.21 11.05 396.70 11.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	33322	HVAC Repairs - UH-1 Fan			277.91
			Total for Check Number 62475:	0.00	12,874.92
62476	PACFIRSE 71681 73123	Pacific Fire and Security, Inc. Fire & Sprinklers - April-June 2020 - CHS Fire & Sprinklers - July - September 2020 - CH	09/15/2020		740.35 740.35
			Total for Check Number 62476:	0.00	1,480.70
62477	PACTOP 1-T1142989 1-T1143002	Pacific Topsoils, Inc. 5 Yards Med Bark - 35th Ave City Sign 5 Yards Med Bark - 35th Ave City Sign	09/15/2020		59.67 140.89
			Total for Check Number 62477:	0.00	200.56
62478	ELLITIRE 064462004820 064462004820A 064462014362 064462014464 064462014560	PepBoys-Remittance Dept LOF, Spark Plugs, Wheel Alignment - Car #41 Credit - LOF, Spark Plugs, Wheel Alignment - C 4 Tires, Wheel Balance/Alignment Car #29 LOF - Car #47 Front Rotors, Front Pads, LOF - Car #43	09/15/2020		426.74 -355.68 606.35 49.41 745.11
			Total for Check Number 62478:	0.00	1,471.93
62479	PILCHVT 688373 692929 693592	Pilchuck Vet Hospital Lab Work - Hondo Wellness Exam - Hondo Dental Procedure - Hondo	09/15/2020		70.52 177.42 1,101.33
			Total for Check Number 62479:	0.00	1,349.27
62480	PITNEYB 3311909424	Pitney Bowes Global Financial Services Lease Postage Machine, Meter & Scale 06/30 - C	09/15/2020		427.56
			Total for Check Number 62480:	0.00	427.56
62481	PLANTSCP 51421E 51421E1 51421E10 51421E11 51421E12 51421E13 51421E14 51421E15 51421E2 51421E3 51421E4 51421E5 51421E6 51421E7 51421E8 51421E9 51629E 51629E1	Plantscapes Horticultural Services Landscape Maint - CHS - July Landscape Maint - CHN - July Landscape Maint - Hillside Park - July Landscape Maint - Silver Crest Park - July Landscape Maint - Buffalo Park - July Landscape Maint - R/W Medians - July Landscape Maint - Interior Medians - July Landscape Maint - Ditches - July Landscape Maint - MC Public Library - July Landscape Maint - Library Park - July Landscape Maint - Heron Park - July Landscape Maint - MCSP - July Landscape Maint - Highland Park - July Landscape Maint - Pine Meadows Park - July Landscape Maint - Nickel Creek Park - July Landscape Maint - Cougar Park - July Vegetation Management & ROW Cleanup - SR 5 Vegetation Management & ROW Cleanup - SHR	09/15/2020		395.41 174.77 781.27 304.74 1,000.48 1,173.22 111.80 1,756.33 379.77 670.05 729.30 602.07 1,362.80 1,484.40 429.09 1,368.76 3,315.00 1,989.00
			Total for Check Number 62481:	0.00	18,028.26
62482	PLATT 0M10762 0R81887	Platt Electric Supply, Inc Street Lights Tooling	09/15/2020		510.36 38.66

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	0R81887A	Street Lights			249.94
		Total for Check Number 62482:		0.00	798.96
62483	SNOCPU	PUD No. 1 of Snohomish County	09/15/2020		
	100448393	13903 N Creek Dr 06/17 - 08/18			19.44
	112013665	Street Light - 1 Light - 160W 08/01 - 08/31			5.18
	112017028	14600 16th Ave SE 08/06 - 09/03			18.59
	112018544	13901 North Pointe Cir Irrig 08/08 - 09/04			15.12
	125260939	15510 Village Green Dr 07/28 - 08/27			16.74
	128537066	Street Lights - 49 Lights - 20W 08/01 - 08/31			17.15
	131850834	Street Lights - 189 Lights - 200W 08/01 - 08/31			1,736.91
	135152687	Street Lights - 6 Lights - 150W 08/01 - 08/31			28.98
	135154825	13332 44th Ave SE 08/05 - 09/01			48.69
	138364817	902 164th St SE 08/06 - 09/02			30.97
	141674608	Street Light - 1 Light - 240W 08/01 - 08/31			7.94
	141677719	15429 1/2 Bothell Everett Hwy 08/05 - 09/04			18.24
	145008596	14729 12th Ave SE 07/31 - 08/29			16.20
	148295328	1700 Mill Creek Rd 07/29 - 08/21			54.08
	148297931	Street Lights - 8 Lights - 200W 08/01 - 08/31			47.68
	148297932	Street Lights - 38 Lights - 250W 08/01 - 08/31			285.38
	148297933	Street Lights - 39 Lights - 400W 08/01 - 08/31			441.48
	148302755	15728 Main St 08/06 - 09/09			1,759.48
	151593938	Street Lights - 21 Lights - 400W 08/01 - 08/31			312.90
	151595413	4560 SAC 08/06 - 09/01			32.59
	151597370	3401 148th St SE 07/25 - 08/24			151.41
	154839078	15601 22nd Ct SE 07/28 - 08/27			19.52
	154840304	Street Lights - 386 Lights - 100W 08/01 - 08/31			1,389.60
	154843212	15429 Bothell Everett Hwy 08/05 - 09/04			26.02
	158038267	16110 1/2 29th Dr SE 07/30 - 08/28			15.35
	158038268	2701 155th St SE 07/28 - 08/27			18.40
	158038883	Street Lights - 91 Lights - 250W 08/01 - 08/31			985.53
	158038884	Street Lights - 841 Lights - 100W 08/01 - 08/31			5,121.69
	164430690	4842 SAC 08/05 - 09/04			63.54
	167655026	Street Lights - 17 Lights - 100W 08/01 - 08/31			52.87
		Total for Check Number 62483:		0.00	12,757.67
62484	QCONTRL	Quality Control Services, Inc	09/15/2020		
	60981	2 - Evidence Scale Calibrations			331.50
	60981A	Use Tax Payable - 2 - Evidence Scale Calibration			-31.50
		Total for Check Number 62484:		0.00	300.00
62485	ESRI	Environmental Systems Research Institute	09/15/2020		
	93901701	ArcGIS Desktop Basic Primary/Secondary Main			773.50
		Total for Check Number 62485:		0.00	773.50
62486	RICHARDR	Robert Richardson	09/15/2020		
	9/15	Prof Svcs - Law Enforcement Consultant 07/02-1			2,539.65
		Total for Check Number 62486:		0.00	2,539.65
62487	RONGERJ	John Rongerude P.S.	09/15/2020		
	9353	Conflict Public Defencer XZ0047730			300.00
		Total for Check Number 62487:		0.00	300.00
62488	SNOCOSHO	Snohomish County Sheriff's Office	09/15/2020		
	I000530353	City JAG Contribution - Jan-June 2020			2,707.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62488:	0.00	2,707.00
62489	SILVERL	Silverlake Water District	09/15/2020		
	14112-27585	132nd & SR 527 Irrig 08/01 - 08/31			38.80
	14737-19068	13617 28th Dr SE Irrig 08/01 - 08/31			7.60
	14969-56155	13716 Bothell Everett Hwy 08/01 - 08/31			7.60
	17679-27345	15429 1/2 Bothell Everett Hwy 08/01 - 08/31			155.80
	17684-27596	15429 Bothell Way - Irrig 08/01 - 08/31			140.20
	24079-27593	Hillside Irrig 08/01 - 08/31			142.80
	32140-27632	13903 N Creek Dr - Irrig 08/01 - 08/31			361.20
	32141-27633	13903 N Creek Dr 08/01 - 08/31			75.65
	35995-27914	SR 527 Irrig 08/01 - 08/31			7.60
	35996-27914	14600 SR 527 - Irrig 08/01 - 08/31			7.60
	35997-27914	13800 N SR 527 - Irrig 08/01 - 08/31			93.40
	35998-27914	1600 SR 527 - Irrig 08/01 - 08/31			7.60
	35999-27914	15200 SR 527 - Irrig 08/01 - 08/31			7.60
	36000-27914	15100 N SR 527 - Irrig 08/01 - 08/31			7.60
	36016-27914	SR 527 & Trillium Blvd - Irrig 08/01 - 08/31			267.60
	36025-27914	14600 SR 527 - Irrig 08/01 - 08/31			33.60
	36026-27914	SR 527 & Dumas Rd Irrig 08/01 - 08/31			31.00
	36365-27593	Dumas Rd Irrigation 08/01 - 08/31			22.30
	37034-30017	14721 12th Ave SE - Irrig 08/01 - 08/31			12.80
	37680-27914	0 33rd Dr & Northpointe Circle - Irrig 08/01 - 08/31			353.40
	40191-27914	13401 44th Ave SE - Restroom 08/01 - 08/31			68.45
			Total for Check Number 62489:	0.00	1,850.20
62490	SIPDIPND 7607	Sip Dip-n-Doodle LLC Online Canvas Painting: Hawaiian Summer #760	09/15/2020		49.00
			Total for Check Number 62490:	0.00	49.00
62491	SCFIRDS INV00580	Sno County Fire District #7 Fire Interlocal Agreement - 3rd Qtr 2020	09/15/2020		1,007,253.50
			Total for Check Number 62491:	0.00	1,007,253.50
62492	SNOCOM 2818	Snohomish County 911 Dispatch Services - Sept	09/15/2020		21,804.54
			Total for Check Number 62492:	0.00	21,804.54
62493	SNOCOPW I000533651 I000533651A I000533651B I000533651C	Snohomish County Public Works Signal Maint - RR6156 Mill Creek Traffic Proje Signal Maint - RR7553 Mill Cr Rd & Village Gr Signal Maint - RR7554 SE & 9th Ave SE - July Signal Maint - RR7571 Mill Crk Rd & Sea Hill -	09/15/2020		111.78 99.96 99.88 249.44
			Total for Check Number 62493:	0.00	561.06
62494	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - Sc	09/15/2020		2,944.89
			Total for Check Number 62494:	0.00	2,944.89
62495	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - September	09/15/2020		1,533.45
			Total for Check Number 62495:	0.00	1,533.45
62496	STAPLEAD	Staples Advantage	09/15/2020		

AP Checks by Date - Detail by Check Date (9/18/2020 11:48 AM)

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	70107960LA	Royal Laminator/Pouches - C & M			66.55
	70107960LA1	Commercial Shredder - Admin			220.19
		Total for Check Number 62496:		0.00	286.74
62497	STARDMSV	Stardom Services Inc	09/15/2020		
	0124376-IN	August Services - Janitorial - CHS			1,105.40
	0124376-IN1	August Services - Janitorial - CHN			1,349.60
	0124376-IN2	August Services - Janitorial - CHN - Additional			175.00
	0124376-IN3	August Services - Janitorial - CHS - Additional I			125.00
	0124376-IN4	August Services - Janitorial - CHS - Refrigerator			65.00
	0124376-IN5	August Services - Janitorial - CHS - Deep Clean			1,450.00
	0124376-IN6	August Services - Janitorial - CHS - Steam Clean			990.00
		Total for Check Number 62497:		0.00	5,260.00
62498	TRANSUN	Trans Union LLC	09/15/2020		
	08008281	Basic Service Monthly Fee - Credit Checks 07/2			60.78
		Total for Check Number 62498:		0.00	60.78
62499	TLOLLC	TransUnion Risk and Alternative	09/15/2020		
	839489	Background/Identity Investigations - August			55.25
		Total for Check Number 62499:		0.00	55.25
62500	UPS	United Parcel Service	09/15/2020		
	00009X8014340	UPS Chgs - Toro Co.			44.61
		Total for Check Number 62500:		0.00	44.61
62501	USIC	USIC Locating Services, LLC	09/15/2020		
	397602	73 Ticket Locates/2 AH 08/01 - 08/31			1,895.10
	397602A	73 Ticket Locates/2 AH 08/01 - 08/31			1,895.10
		Total for Check Number 62501:		0.00	3,790.20
62502	UULC	Utilities Underground Location Center	09/15/2020		
	0080175	On-Call Location Services - 80 Tickets			102.56
	0080175A	On-Call Location Services - 79 Tickets			102.55
		Total for Check Number 62502:		0.00	205.11
62503	VERIZON	Verizon Wireless	09/15/2020		
	9861293675	Access & Usage Chgs - Public Safety 07/23 - 08			1,725.48
		Total for Check Number 62503:		0.00	1,725.48
62504	WALTNELS	Walter E. Nelson Co.	09/15/2020		
	773419	1 Cs. - Hard Surface Disinfecting Wipes			57.92
		Total for Check Number 62504:		0.00	57.92
62505	WASTPAT	Washington State Patrol	09/15/2020		
	I21001102	Background Checks - August			13.25
		Total for Check Number 62505:		0.00	13.25
62506	WAVEDIV	WaveDivision Holdings, LLC	09/15/2020		
	102743301-00083	Fiber Lease - 15728 Main to 3000 Rockefeller A			641.25
		Total for Check Number 62506:		0.00	641.25

AP Checks by Date - Detail by Check Date (9/18/2020 11:48 AM)

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62507	WINSUPP	Winsupply Company	09/15/2020		
	039350 01	Irrigation Supplies - Parks			146.98
	039634 01	Irrigation Supplies - SHR Median			88.72
	039713 01	Highlands Park Irrigation Repair - Leak			137.13
	040008 01	SS Rotor - Exploration Park			24.67
Total for Check Number 62507:				0.00	397.50
62508	AFSCME August 2020	WSCCCE, AFSCME, AFL-CIO Union Dues - AFSCME - Aug	09/15/2020		801.78
Total for Check Number 62508:				0.00	801.78
62509	ZAC&THOM 20-MCR008	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - August	09/15/2020		9,880.00
Total for Check Number 62509:				0.00	9,880.00
62510	GTENORTH 425 745-6974	Ziply Fiber CC Line, Fax, Prop Rm 08/19-09/18	09/15/2020		176.82
Total for Check Number 62510:				0.00	176.82
Total for 9/15/2020:				0.00	1,286,310.83
Report Total (66 checks):				0.00	1,286,310.83



Date: September 22, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
09/10/2020	ACH Wire- Assoc. of WA Cities	\$71,631.88
09/10/2020	ACH Automatic Deposit Checks	\$141,993.92
09/10/2020	ACH Wire- FWT & Medicare Taxes	\$28,275.40
09/10/2020	ACH Wire MEBT- Wilmington Trust	\$21,738.29
09/10/2020	ACH Wire- ICMA RC- Def. Comp	\$1,894.54
09/10/2020	ACH Wire- BAC- Flex Spending Acct	\$1,185.95
09/10/2020	ACH Wire- MCPD Guild Dues	\$1,940.00
Total		\$268,659.98

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 \$268,659.98.

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

_____	_____
Councilmember	Finance Director
_____	_____
Councilmember	City Manager

Dana Volk

From: AWCTrust@vimly.com
Sent: Thursday, September 10, 2020 2:30 PM
To: Dana Volk
Subject: Simon Payment Receipt
Attachments: 35800739600145871320200910143014Receipt.pdf

CAUTION: This email originated from outside the City of Mill Creek. Do not click links or open attachments unless you recognize the sender and know the content is safe.

AWC Employee Benefit Trust

PO Box 6
C/o Vimly Benefit Solutions, Inc
Mukilteo, WA 98275-0006

MILL CREEK, CITY OF

15728 Main St
Mill Creek, WA 98012-1518

Billing Details

Billing ID: 6467	Month: 09/2020
Customer Ref: 000175688X000	Invoice Date: 08/19/2020

Payment Details

Payment Amount: \$ 71,631.88	ACH Payment Ref: N/A
Settlement Date: N/A	Account Type: Checking
Date/Time Paid: 09/10/2020 2:04:03 pm	Account Number: ****4700
Paid By: Dana Volk	Transaction Number: py_1HPxLOGpAtMY3xQiAE3AIDF4

SIMON has successfully processed your payment. Please see the attached PDF.
A copy of your receipt can also be located in SIMON, on the HISTORY/BILLING page of the RECEIPTS tab.

Statistical Summary

Statistical Summary

Company: A0W - City Of Mill Creek Service Center: 0076 Pacific North West Status: Cycle Complete
 Week#: 37 Pay Date: 09/10/2020 P/E Date: 08/31/2020
 Qtr/Year: 3/2020 Run Time/Date: 15:18:45 PM EDT 09/08/2020

Taxes Debited	Federal Income Tax	21,815.45		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,933.42		
	Medicare - ER	2,933.80		
	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		
	Families First FMLA-PSL Payments Credit	0.00		
	Families First ER Medicare Credit	0.00		
	Families First FMLA-PSL Health Care Premium Credit	0.00		
	CARES Retention Qualified Payments Credit	0.00		
	CARES Retention Qualified Health Care Credit	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	197.57		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	177.76		
	State Medical Leave Insurance - ER	217.40		
	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		
	Total Taxes Debited	28,275.40		
	Full Service Direct Deposit Acct. No. C	141,993.92		
	Total Amount Debited From Your Account		170,269.32	170,269.32
Bank Debits & Other Liability	Checks	0.00		170,269.32
	Adjustments/Prepay/Voids	0.00		170,269.32
Taxes- Your Responsibility	None this payroll			170,269.32

StatisticalSummary 9.10.20.xls

Page 1 of 1

BANK OF AMERICA

Funds Transfer Request Authorization (FTRA)

Customer Information			
Name:	MILL CREEK, WA CITY OF	Address:	15728 MAIN ST MILL CREEK WA 980121518 US
Phone:	(425)921-5723		
Account Information			
Account:	BUS_4700		
Account Title:	CITY OF MILL CREEK TREASURER CHECKING		
Requestor Name:	JEFFREY A BALENTINE		
Wire Information			
Wire Type:	DOMESTIC	Wire Date:	09/11/2020
Country:	US	Wire Amount (USD):	21,738.29
Currency of Recipient Account:	USD	Wire Fee:	30.00
Source:	IN PERSON		
ID Verification/Type:	U.S. DRIVER'S LICENSE (WITH OR WITH		
ID Verification/Type:	MAJOR CREDIT CARD FROM ANOTHER FINA		
Recipient Information			
Recipient Name:	MATRIX TRUST COMPANY	Bank Name:	JPMORGAN CHASE BANK NATIONAL ASSOCIATION
Account Number Type:	ACCOUNT NUMBER	Bank ID:	
Account Number:		Address:	1111 POLARIS PKWY COLUMBUS OH 43240 US
Address:	COLUMBUS OHIO US		
Information about payment:			
Purpose of Payment:	OTHER	Additional Phone Advice:	
Additional Reference Information:		Additional Bank Instructions:	
REF: CITY MILL CREEK N3177E			
Customer Approval			
<p>I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.</p>			
Customer Signature _____		Date of Request ____/____/____	
IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)			
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) _____ Check # _____
			Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 40px; width: 100%;"></div> Exception Reason: _____
FOR BANK USE ONLY: Financial Center Information			
Financial Center Name	MILL CREEK BANKING CENTER	Date:	September 11, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5498
Initiating Associate Name:	SHARMA, MANINDERJEET	Remittance ID #:	7AZJ4Q85D

Payroll 09/10/2020		9256.5	LEO	Total
		579.6	MBX	Total
MEBT ER	12,577.03	12535.5	MEB	Total
		482.97	MEB2	Total
MEBT EE	13,639.60	41.49	MME	Total
		41.49	MMR	Total
Sub-Total	26,216.63	5570.89	P2E	Total
		1116.16	P3E	Total
Less Standard Insurance	(4,478.34)	12535.5	TER	Total
Wire Total	21,738.29	42160.2	Grand Total	

BANK OF AMERICA

Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF	Address: 15728 MAIN ST MILL CREEK WA 980121518 US
Phone: (425)921-5723	

Account Information	
Account: BUS_4700	
Account Title: CITY OF MILL CREEK TREASURER CHECKING	
Requestor Name: JEFFREY A BALENTINE	

Wire Information	
Wire Type: DOMESTIC	Wire Date: 09/11/2020
Country: US	Wire Amount (USD): 1,894.54
Currency of Recipient Account: USD	Wire Fee: 30.00
Source: IN PERSON	
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH	
ID Verification/Type:	

Recipient Information	
Recipient Name: ICMA RC	Bank Name: MANUFACTURERS AND TRADERS TRUST COMPANY
Account Number Type: ACCOUNT NUMBER	Bank ID:
Account Number:	Address: ONE M AND T PLAZA, 15TH FL BUFFALO NY 14203 US
Address: BALTIMORE MARYLAND US	

Information about payment:	
Purpose of Payment: SERVICES	Additional Phone Advice:
Additional Reference Information: CITY OF MILL CREEK	Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 40px; width: 100%;"></div> Exception Reason: _____
FOR BANK USE ONLY: Financial Center Information				
Financial Center Name	MILL CREEK BANKING CENTER	Date:	September 11, 2020	
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5498	
Initiating Associate Name:	SHARMA, MANINDERJEET	Remittance ID #:	CBY2MRH4G	

Payroll Date 09/10/20**ICMA**

Fleming, Rodney J	\$ 450.00
Hookland, Rebecca J	\$ 137.60
Kidwell, Tyler A	\$ 531.94
LaRose, Scot P	\$ 700.00
Ringstad, Sherrie M	\$ 25.00
White, Stanley R	\$ 50.00

Total	\$ 1,894.54
--------------	--------------------

BANK OF AMERICA

Funds Transfer Request Authorization (FTRA)

Customer Information				
Name:	MILL CREEK, WA CITY OF	Address:	15728 MAIN ST MILL CREEK WA 980121518 US	
Phone:	(425)921-5723			
Account Information				
Account:	BUS_4700			
Account Title:	CITY OF MILL CREEK TREASURER CHECKING			
Requestor Name:	JEFFREY A BALENTINE			
Wire Information				
Wire Type:	DOMESTIC	Wire Date:	09/11/2020	
Country:	US	Wire Amount (USD):	1,185.95	
Currency of Recipient Account:	USD	Wire Fee:	30.00	
Source:	IN PERSON			
ID Verification/Type:	U.S. DRIVER'S LICENSE (WITH OR WITH			
ID Verification/Type:				
Recipient Information				
Recipient Name:	BENEFIT ADMINISTRATION COMPANY LLC	Bank Name:	SOUND CU	
Account Number Type:	ACCOUNT NUMBER	Bank ID:		
Account Number:		Address:	1331 BROADWAY TACOMA WA 98402 US	
Address:	TACOMA WASHINGTON US			
Information about payment:				
Purpose of Payment:	OTHER			
Additional Reference Information:		Additional Bank Instructions:		
Customer Approval				
<p>I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.</p>				
Customer Signature _____		Date of Request ____/____/____		
IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 40px; width: 100%;"></div> Exception Reason: _____
FOR BANK USE ONLY: Financial Center Information				
Financial Center Name	MILL CREEK BANKING CENTER	Date:	September 11, 2020	
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5498	
Initiating Associate Name:	SHARMA, MANINDERJEET	Remittance ID #:	E27VNUB2	

Payroll Date 09/10/2020	Deferred Daycare	Deferred Healthcare
Eastman, Scott Michael	\$ 0.00	\$ 114.58
Fleming, Rodney J	\$ 0.00	\$ 81.94
Foutch, Bart A	\$ 0.00	\$ 114.58
Freeburg-Gunderson, Jodie A	\$ 0.00	\$ 25.00
Heath, Ilia C	\$ 0.00	\$ 105.00
Hughes, Tyrone A	\$ 0.00	\$ 110.00
Lee, Joanna M	\$ 0.00	\$ 45.00
Lockett, Grace M	\$ 0.00	\$ 27.27
Pigott, Larissa V	\$ 0.00	\$ 114.58
Rasmussen, Kristen A	\$ 208.00	\$ 35.00
Ringstad, Sherrie M	\$ 0.00	\$ 30.00
Rogers, Thomas B	\$ 0.00	\$ 62.50
Schmidt, Christi A.M.	\$ 0.00	\$ 50.00
Wright, Jere A	\$ 0.00	\$ 62.50
Grand Totals	\$ 208.00	\$ 977.95
Total	\$ 208.00	\$ 977.95
Total Due to BAC	\$ 1,185.95	

BANK OF AMERICA

Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF	Address: 15728 MAIN ST MILL CREEK WA 980121518 US
Phone: (425)921-5723	

Account Information	
Account: BUS_4700	
Account Title: CITY OF MILL CREEK TREASURER CHECKING	
Requestor Name: JEFFREY BALENTINE	

Wire Information	
Wire Type: DOMESTIC	Wire Date: 09/11/2020
Country: US	Wire Amount (USD): 1,940.00
Currency of Recipient Account: USD	Wire Fee: 30.00
Source: IN PERSON	
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH	
ID Verification/Type:	

Recipient Information	
Recipient Name: MILL CREEK POLICE OFFICER GUILD	Bank Name: BANK OF AMERICA NATIONAL ASSOCIATION
Account Number Type: ACCOUNT NUMBER	Bank ID:
Account Number:	Address: 306 MAIN ST EDMONDS WA 98020 US
Address: MILL CREEK WASHINGTON US	

Information about payment:	
Purpose of Payment: OTHER	Additional Phone Advice:
Additional Reference Information:	Additional Bank Instructions:
REF: POLICE GUILD BEN INFO:POLICE GUILD	DUES DIRECT DEPOSIT

Customer Approval
<p>I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.</p>

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required)	Signature Card (check box if signature card was reviewed)	Business Resolution (check box if business resolution was reviewed)	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 30px; width: 150px; margin: 5px 0;"></div> Exception Reason: _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FOR BANK USE ONLY: Financial Center Information				
Financial Center Name	MILL CREEK BANKING CENTER	Date:	September 11, 2020	
Company #/Cost Center #:	00353 0037019	Phone #:	425-481-5498	
Initiating Associate Name:	SHARMA, MANINDERJEET	Remittance ID #:	EFSCCVJCJE	

Police Guild Dues for August 2020

Payroll Name	Guild Dues
Bittinger, Tony M	\$ 100.00
Bridgman, Todd M	\$ 100.00
Conner, Sean A	\$ 100.00
Durkee, Ian M	\$ 100.00
Eikenberry, Tobias	\$ 100.00
Fleming, Rodney J	\$ 100.00
Foutch, Bart A	\$ 100.00
Hughes, Kyle C	\$ 100.00
Hughes, Tyrone A	\$ 100.00
Kidwell, Tyler A	\$ 100.00
LaRose, Scot P	\$ 100.00
Lerma, Nathan S	\$ 100.00
Mack, Jesse H	\$ 20.00
Mundwiler, Rory P	\$ 100.00
Phillips, Robert	\$ 100.00
Schuermeyer, Marc B	\$ 100.00
Smith, Steven C	\$ 20.00
Thompson, Brett L	\$ 100.00
White, Christine D	\$ 100.00
Saga, Joshua L	\$ 100.00
White, Stanley R	\$ 100.00
Grand Totals	
Total	\$ 1,940.00

Aug-20



MINUTES

City Council Special Meeting

6:00 PM - Tuesday, August 25, 2020

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

Minutes are the official record of Mill Creek City Council meetings. Minutes summarize the council meeting and documents any actions taken by the Council.

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

Virtual Meeting Info

City Council Special Meeting
Tue, Aug 25, 2020 6:00 PM - 8:00 PM (PDT)

Please join my meeting from your computer, tablet, or smartphone.
<https://global.gotomeeting.com/join/519748013>

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 519-748-013

CALL TO ORDER

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

ROLL CALL

Councilmembers Present:

Councilmembers Absent:

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

ANNOUNCEMENTS FROM THE MAYOR PRO TEM

- A.** Mayor Pro Tem Holtzclaw requested that Grant Degginger, Interim City Attorney summarize the next steps considering the recent resignation of Mayor Pam Pruitt.

Interim City Attorney Grant Degginger briefed members of Council with the next steps to fill the vacancy for Council Position #3 due to Mayor Pruitt's resignation effective

August 25, 2020 CITY COUNCIL SPECIAL MEETING MINUTES

August 24, 2020. Mr. Degginger explained that as per [RCW 42.12.030](#), whenever any officer resigns his or her office before the expiration of his or her term, or the office becomes vacant from any other cause, and at a subsequent special election such vacancy is filled, the person so elected to fill such vacancy shall hold office for the remainder of the unexpired term.

Mayor Pro Tem Holtzclaw proposed to include an item on the September Council meeting agenda to discuss the timeline and process of filling the Council Position #3 vacancy.

Mayor Pro Tem Holtzclaw began discussion with logistics before going into executive session and proposed the possible extension of the Special Meeting until 10:00 p.m. and the extension of executive session until 8:00 p.m.

Councilmember Todd made a motion to extend the Special Meeting until 10:00 p.m. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- B.** Mayor Pro Tem Holtzclaw recessed into executive session to discuss of the performance of a public employee per RCW 42.30.110 (1)(g) until 8:00 p.m. No action will be taken.

At 8:00 p.m. with no objection, Mayor Pro Tem Holtzclaw extended executive session until 9:00 p.m.

At 9:00 p.m. with no objection, Mayor Pro Tem Holtzclaw extended executive session until 10:00 p.m.

At 9:56 p.m. with no objection, Mayor Pro Tem Holtzclaw extended the Special meeting until 11:00 p.m. and executive session until 10:30 p.m.

ADJOURNMENT

With no objection, Mayor Pro Tem Holtzclaw adjourned the meeting at 10:30 p.m.

Brian Holtzclaw, Mayor

Naomi Fay, Interim City Clerk

August 25, 2020 CITY COUNCIL SPECIAL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, September 1, 2020

Virtual and Audio Meeting Format during COVID-19 Pandemic

Minutes are the official record of Mill Creek City Council meetings. Minutes summarize the council meeting and documents any actions taken by City Council.

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

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

VIRTUAL MEETING INFORMATION

A. Tue, Sep 1, 2020 6:00 PM - 8:30 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/405900509>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (669) 224-3412

- One-touch: tel:+16692243412,,405900509#

Access Code: 405-900-509

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Steckler.

ROLL CALL

Councilmembers Present:

Councilmembers Absent:

Brian Holtzclaw, Mayor Pro Tem

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

John Steckler, Councilmember

Stephanie Vignal, Councilmember

AUDIENCE COMMUNICATION

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

- B. There were no public comments on items on or not on the agenda.

Councilmember Todd made a motion to amend the agenda to include an additional topic of process and timeline for filling the vacant Council Position #3. Councilmember Vignal seconded the motion. The motion passed unanimously.

NEW BUSINESS

C. Process and Timeline for filling the Council Position #3 Vacancy

Mill Creek City Council Position #3 is currently vacant. The City Manager Ciaravino discussed the plan to accept applications from those interested in filling a vacancy on the Mill Creek City Council, Position #3. City Manager Michael Ciaravino stated that staff will develop a plan for advertising and accepting applications or letters of intent with interviews and will present at the next Council meeting.

Council engaged in discussion.

ELECTION OF MAYOR

D. Election of Mayor and Oath of Office (Naomi Fay, Interim City Clerk)

Mayor Pro Tem Holtzclaw opened the discussion by explaining the [rules for election](#).

Council engaged in discussion.

Councilmember Todd nominated Brian Holtzclaw for the position of Mayor through the term ending December 31, 2021. Councilmember Cavaleri seconded the nomination. The motion passed 5-0-1 with Mayor Pro Tem Holtzclaw in abstention.

Interim City Clerk Naomi Fay performed the Oath of Office and Mayor Holtzclaw was officially sworn into office.

ELECTION OF MAYOR PRO TEM

E. Election of Mayor Pro Tem and Oath of Office (Naomi Fay, Interim City Clerk)

Mayor Holtzclaw opened the floor for discussion.

Councilmember Cavaleri nominated Councilmember Vignal for the position of Mayor Pro Tem through the term ending December 31, 2021. Councilmember Todd seconded the motion. The motion passed unanimously.

Interim City Clerk Naomi Fay performed the Oath of Office and Mayor Pro Tem Vignal was officially sworn into office.

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

OLD BUSINESS

- F.** Extension of Public Health Emergency Proclamation for COVID-19
(*Michael Ciaravino, City Manager*)

City Manager Michael Ciaravino informed Members of Council that the current Proclamation for the Public Health Emergency for COVID-19 is due to expire September 1, 2020. Due to the impact and the current status of COVID-19 in the state, the City Manager respectfully asked Council to extend the Proclamation of Emergency to October 1, 2020, which is consistent with the State Legislature and Governor Inslee.

Council engaged in discussion.

Councilmember Todd suggested the extension be granted until October 6, 2020 in order for Council to take appropriate action, if needed, at the first regularly scheduled meeting.

Councilmember Cavaleri moved to extend the Proclamation of Emergency to October 6, 2020. Mayor Pro Tem Vignal seconded the motion. The motion passed unanimously.

PROPOSED NEW INITIATIVES

- G.** Mayor Holtzclaw proposed adding a new category on the agenda called "Proposed New Initiatives" in order for Members of Council, the City Manager and staff to bring forth potential items on the agenda for discussion before commencing work from staff.

Council engaged in discussion and agreed it would be beneficial to add this category on the agenda.

- H.** [Governance Manual](#)

Mayor Holtzclaw introduced the topic of the City's Governance Manual and elicited feedback from Council regarding the process and procedure to revise and update the manual. Mayor Holtzclaw proposed that a study session be dedicated on the next available agenda in order for Council to begin the process of revision. Possibly suggestions to begin updates were noted by the Mayor to compare the manual with other local cities like Mill Creek. Mayor Holtzclaw said that possible next steps would be to break the Council down into subgroups to amend sections of the manual.

Council engaged in discussion.

- I.** Request from Mr. Terry Ryan, Snohomish County Aerospace Economic Development Director

Mayor Holtzclaw informed Members of Council of Terry Ryan, Snohomish County Aerospace Economic Development Director's request for support from the City of Mill Creek and to allow the City's logo to be placed on a letter addressed to Boeing from the County requesting that the 787 aircraft production line at Paine Field stay instead of possibly moving the line to South Carolina.

Council engaged in discussion.

J. City Council Meeting Structure - Regular and Study Sessions

City Manager Michael Ciaravino gave an update on the monthly Council Meeting schedule and structure. At the previous Council Retreat last spring, Council discussed to possible return to a past practice that had the first meeting of the month to be dedicated to study sessions only with the remaining two meetings of the month for action to be taken. Manager Ciaravino said that while it is an excellent idea, he suggests the need for flexibility due to the current emergency conditions of COVID-19.

Council engaged in discussion.

STUDY SESSION

K. Update on Body Worn Cameras
(Scott Eastman, Interim Chief of Police)

City Manager Michael Ciaravino introduced a police topic of body worn cameras (BWC) and stated that the decision to pursue BWC's for the City of Mill Creek is hindered less by the cost of the equipment and more by public records disclosure laws and the costs associated with them.

Interim Police Chief Scott Eastman gave his presentation on body worn cameras including:

- History and the 2016 trial evaluation of 3 officers for 3 months
- Transparency and Accountability
- Equipment capabilities and costs
- Redaction software
- Disclosure requirements of the Public Records Act RCW 42.56.240(14)
- Retention requirements for body worn camera recordings
- Cost study needed to determine actual costs for redaction of body worn camera footage
- Next Steps including:
 - Equipment
 - Personnel
 - Policy
 - Budget

Council engaged in discussion.

[AIS - Update on Body-Worn Cameras](#)

[Attachment A - Update on Body-Worn Cameras 090120](#)

[Attachment B - WASPC 2020_0625 Gov Inslee_House_Senate_Reforms](#)

[Attachment C - RCW 42.56.240](#)

[Attachment D - BWC Considerations](#)

CONSENT AGENDA

L. City Council Meeting Minutes of [Regular Meeting July 28, 2020](#)

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

[Special Meeting August 18, 2020](#)

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

REPORTS

M. Mayor/Council

Mayor Holtzclaw reported that he participated in a tele-conference of mayors and leaders last week related to the status of COVID-19 and noted that although COVID-19 numbers are beginning to trend downwards, numbers are still not low enough to move into phase three.

Mayor Holtzclaw also reported that the County Executive will be reconvening the Housing Association Regional Task Force (HART) on September 28, 2020 to discuss homelessness and low income housing. Mayor Pro Tem Vignal will attend the meeting.

Mayor Holtzclaw has been informed that it is very unlikely that there will be additional money available through the CARES Act.

Councilmember Steckler received updated census data from census volunteer and Mill Creek resident, Michael Kidd. The data collected that Washington State is in third place overall nation-wide with 92.6% of the households counted. Of these, 71% were self-responses and 21% were responses through census takers. He further noted that Snohomish County's self-response rate was 74.7% and Mill Creek's was 79.6%.

Councilmember Cavaleri praised the Park and Recreation Board for their great work during COVID-19.

Mayor Pro Tem Vignal expressed her happiness at seeing Heron Park open and that the project was completed on time. She acknowledged staff in the Public Works Department for their hard work. Mayor Pro Tem Vignal asked if there would be a ribbon cutting event or if COVID-19 would prevent this from happening.

Mayor Pro Tem Vignal reported that the YMCA and Boys and Girls Clubs are working on putting together programs to help working parents in need of childcare and assistance with keeping kids on track with virtual learning.

Councilmember Todd reported that the Snohomish County Committee on Improved Transportation (SCCIT) meeting last week. Sound Transit continues to work on their Lynnwood to Everett realignment regional project through ST3. Councilmember Todd emphasized the importance of regional involvement in this project.

Councilmember Todd reported on the Light Rail Communities Project Online Workshop Survey. He encouraged everyone to participate as Mill Creek will be

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

impacted by stations at I-5 and 164th and I-5 and 128th. This is open to the public until September 25, 2020. More information can be find [here](#).

Mayor Holtzclaw reported that there will be discussion at a City Council Meeting regarding attorney's fees and what is driving them.

N. City Manager

- CARES ACT Funding Update
- Fire District Update

City Manager Michael Ciaravino responded to Mayor Pro Tem Vignal's question about a ribbon cutting at Heron Park. He stated that staff is working on setting up a grand opening within COVID-19 guidelines to have a safe celebration.

Manager Ciaravino welcomed Director of Finance Jeff Balentine back to the City of Mill Creek and asked Mr. Balentine to share the most recent revenue data.

Director of Finance Jeff Balentine shared:

- The most recent revenue report noting that new construction in the City continues to account for the increase in sales tax revenues.
- Budget requests are being sent to departments by September 8, 2020 and upcoming study sessions related to the biennial budget will be scheduled
- That a determination for expending the balance of the CARE Act funds is needed

Council engaged in discussion.

City Manager Michael Ciaravino stated that they would be bringing the CARES Act presentation back to Council for discussion and approval.

City Manager Ciaravino provided an update on the Snohomish County Fire District 7 contract negotiations.

City Manager Ciaravino reported that the City of Mill Creek has submitted its Public Records Act annual JLARC report in compliance with RCW 42.56.

Council engaged in discussion.

O. Staff

- Update on Mill Creek Boulevard Subarea Plan
(*Tom Rogers, Planning Supervisor*)

Planning Supervisor Tom Rogers provided Council with an update on Mill Creek Boulevard Sub Area Plan Planning Advisory Committee including:

- The work currently being done
 - Vision Statement
 - Residential and land use studies

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

- Status and next steps
 - Meetings and discussions canceled due to Covid-19
 - Plan to go back to Council on September 22, 2020 for input on mixed use or other residential options
 - Council approval of a contract addendum to extend the contract
- The \$300,000 grant
 - Still usable and intact

City Manager Michael Ciaravino and Planning Supervisor Rogers discussed efforts made to assist local restaurants with options for things like outdoor seating. Every restaurant in Mill Creek was surveyed.

AUDIENCE COMMUNICATION

- P.** Public comment on items on or not on the agenda
Barbara Heidel, a Mill Creek resident, stated that she was glad the Council was going to update the Governance Manual and that she was thrilled to hear that Jeff Balentine is back.

Carmen Fisher, a Mill Creek resident, congratulated Mayor Holtzclaw and Mayor Pro Tem Vignal on their new roles. Ms. Fisher stated that she agrees that updates to the Governance Manual need to be made. Ms. Fisher thanked Interim Police Chief Eastman for his presentation this evening. Ms. Fisher concluded by saying she is glad Jeff Balentine is back and thanked Tom Rogers for his presentation.

RECESS TO EXECUTIVE SESSION

- Q.** At 8:00 p.m. Council recessed into executive session until 8:15 p.m. with no action being taken to discuss the performance of a public employee per RCW 42.30.110 (1)(g). No action is to be taken.

At 8:15 p.m. without objection, Mayor Holtzclaw extended the regular meeting until 9:00 p.m. and executive session until 8:45 PM.

At 8:44 p.m. without objection, Mayor Holtzclaw extended the executive session until 8:50 p.m..

Executive session was adjourned without objection at 8:49 p.m.

ADJOURNMENT

With no objection, Mayor Holtzclaw adjourned the meeting at 8:50 PM

Brian Holtzclaw, Mayor

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES

Naomi Fay, Interim City Clerk

September 1, 2020 CITY COUNCIL REGULAR MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, September 8, 2020

Minutes are the official record of Mill Creek City Council meetings. Minutes summarize the council meeting and documents any actions taken by City Council.

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

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

City Council Regular Meeting

- A.** Virtual and Audio Meeting Format during COVID-19 Pandemic:
Tue, Sep 8, 2020 6:00 PM - 8:30 PM (PDT)

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/185430949>

You can also dial in using your phone.
United States: +1 (408) 650-3123

Access Code: 185-430-949

CALL TO ORDER

Mayor Holtzclaw called the meeting of the Mill Creek City Council to order at approximately 6:09 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Vignal

ROLL CALL

Councilmembers Present:
Brian Holtzclaw, Mayor
Stephanie Vignal, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
John Steckler, Councilmember

Councilmembers Absent:

AUDIENCE COMMUNICATION

September 8, 2020 CITY COUNCIL REGULAR MEETING MINUTES

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

Mill Creek resident Barb Heidel commented on the upcoming Veterans Day holiday. Ms. Heidel acknowledged that due to COVID-19, it is unlikely that the City of Mill Creek will have its' traditional Veteran's Day Parade. However, she requests that the Veterans be honored and acknowledged and would like to share her ideas for the event.

Terry Ryan, a Mill Creek resident, spoke on behalf of the Snohomish County Aerospace Task Force with regards to the potential relocation and consolidation of Boeing's 787 line to a new location. The task force is drafting a positive letter in support of Boeing to let them know that the surrounding community hopes that the 787 line remains at Paine Field. Mr. Ryan stated that many cities and organizations have added their logos to the letter of support and asked if Mill Creek would like to be included.

NEW BUSINESS

C. City Manager Review

Mayor Holtzclaw read a statement on behalf of the Council regarding the process and outcome of City Manager Michael Ciaravino's Performance Evaluation review.

Based on the City's current financial challenges due to COVID-19, and in lieu of a monetary bonus, the Council authorized to amend his professional services agreement to include an additional five personal days per year.

Councilmember Cavaleri made a motion to approve Resolution 2020-589 amending the Professional Services Agreement with City Manager Michael Ciaravino. Mayor Pro Tem Vignal seconded the motion. The motion passed 5-0-1 with Councilmember Steckler abstaining.

STUDY SESSION

D. City Council Position #3 Vacancy Advertisement and Timeline

City Manager Ciaravino briefed Members of Council on the options to conduct and advertise the vacancy of City Council Position #3.

Council engaged in discussion and decided to the following scheduling timeline:

September 9, 2020 – Advertise and publish Candidate Application

September 24, 2020 – Applications due by 5:00 p.m.

September 29, 2020 – City Council Interviews & Appoints at a Special City Council Meeting.

[AS Council Interviews and Appointment](#)

E. Governance Manual Update

September 8, 2020 CITY COUNCIL REGULAR MEETING MINUTES

City Manager Michael Ciaravino introduced the topic of amending the Mill Creek Governance Manual and began the discussion with Council on the process of amending the manual.

Council engaged in discussion.

[Agenda Summary Governance Manual Update](#)
[Attachment A January 24, 2012 Full Packet code of conduct](#)
[Attachment B Res-8928 \(1\)](#)

CONSENT AGENDA

- F. Approval of Checks #62267 through #62444 and ACH Wire Transfers in the Amount of \$1,831,121.95.

(Audit Committee: Mayor Pro Tem Vignal and Councilmember Bond)

[Check Vouchers](#)

- G. Boeing Support Letter

Mayor Holtzclaw requested a motion of support regarding adding Mill Creek's logo to a letter of support for Boeing.

With no objection, Council engaged in discussion.

Councilmember Cavaleri made a motion to support the County's campaign to keep the Boeing 787 line in Everett and using our logo provided that whatever materials it goes out on does not commit the City to providing any incentives. Mayor Pro Tem Vignal seconded the motion. The motion passed unanimously.

- H. Payroll and Benefit ACH Payments in the Amount of \$672,816.86
(Audit Committee: Mayor Pro Tem Vignal and Councilmember Bond)
[Payroll Vouchers](#)

- I. City Council Meeting Minutes of Special Meeting August 25, 2020 & September 1, 2020
[R Minutes for Special Meeting- 25 Aug 2020](#)
[R2 Meeting Minutes- 01 Sep 2020](#)

The meeting minutes for the August 25 and September 1, 2020 City Council Meetings were withdrawn and will be submitted at a future Council Meeting.

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

REPORTS

- J. Mayor/Council

Mayor Holtzclaw reported:

- Snohomish County Tomorrow's (SCT) annual assembly has been moved from September 23, 2020 to October 28, 2020
- Working with Mayor Pro Tem Vignal to set up quarterly *Coffee Talks* with the community

September 8, 2020 CITY COUNCIL REGULAR MEETING MINUTES

Mayor Pro Tem Vignal reported that she is excited about upcoming *CoffeeTalks*

Councilmember Todd reported:

- The Mill Creek Chamber of Commerce will be meeting on September 15, 2020
- The deadline to use CARES Act money is coming up and encouraged Council to have a discussion on how those funds will be used.
- A recent Community Transit Board meeting discussion on sales tax collection found that they were on budget in August.

K. City Manager

- Heron Park Grand Opening Update

City Manager Michael Ciaravino provided Council with an update on the Heron Park grand opening and a proposed limited attendance celebration due to COVID-19. He asked for Council expectations on the grand opening of the park given the circumstances of COVID-19.

Council engaged in discussion.

Mayor Holtzclaw and Members of Council directed City Manager Ciaravino to post information regarding the opening of the park and reschedule a ribbon cutting celebration in the spring due to COVID-19.

L. Staff

- Report, etc.

[8-5-2020 Park Board Approved Minutes](#)

AUDIENCE COMMUNICATION

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

There was no one in the audience wishing to speak.

ADJOURNMENT

With no objection, Mayor Holtzclaw adjourned the meeting at 7:30 PM

Brian Holtzclaw, Mayor

Naomi Fay, Interim City Clerk

September 8, 2020 CITY COUNCIL REGULAR MEETING MINUTES

SEPTEMBER 2020						
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			
		Special Meeting				
OCTOBER 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
		Council				
11	12	13	14	15	16	17
		Council				
18	19	20	21	22	23	24
25	26	27	28	29	30	31
		Council				
NOVEMBER 2020						
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					

Tentative Council Meeting Agendas

Subject to change without notice

Last updated: September 16, 2020

City Council Meetings are the first, second and four Tuesdays of every month at 6 p.m.,

September 29, 2020

- Special City Council Meeting – Interviews and Appointment for Council Position #3

October 6, 2020

- Presentation Regarding Legal Fees
- Police Department Awards
- Fire District 7
- 2019-2020 Projections/2021-2022 Estimate of Preliminary Expenses & Revenues
- SWMP Presentation - Dept. of Ecology
- Proclamation of Emergency
- Sno911 Communications Site Lease Agreement
- Radio Reception Consultation Agreement with Stantec for RFP design and Review

October 13, 2020

- Study Session – Present Proposed CIP 2021-2026
- SWMP – Dept. of Ecology Public Hearing

October 20, 2020

- Special Council Meeting for Council Position #6 Vacancy Interviews and Appointment

October 27, 2020

- Communication & Marketing plan/
- Adoption of CIP 2021-2026
- Great Garden Awards – Arts & Beautification Board

November 3, 2020

- Study Session – Proposed Budget
- Veterans Day Update
- Victim Coordination Services Agreement

November 10, 2020

- Public Hearing on Preliminary Budget & Property Tax Levy

November 24, 2020

- Public Hearing on Potential Surface Water Utility Rate Hearing
- Public Hearing on Preliminary Budget & Property Tax Levy

Possible Work Session Topics for Discussion

- Body Worn Camera Update – equipment cost estimates, workload analysis, financial impact of video processing
- HART Presentation Housing Report
- Public Records Ordinance and Amendment