



CITY COUNCIL AGENDA

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

Pam Pruitt, Mayor • Brian Holtzclaw, Mayor Pro Tem • Sean Kelly • Donna Michelson •
Vince Cavaleri • Mike Todd • Mark Bond

Regular meetings of the Mill Creek City Council shall be held on the first, second and fourth Tuesdays of each month commencing at 6:00 p.m. in the Mill Creek Council Chambers located at 15728 Main Street, Mill Creek, Washington. Your participation and interest in these meetings are encouraged and very much appreciated. We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the City Clerk at (425) 921-5732 three days prior to the meeting.

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

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

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

Next Ordinance No. 2016-808

Next Resolution No. 2016-562

**September 27, 2016
City Council Meeting
6:00 p.m.**

CALL TO ORDER:

FLAG SALUTE:

ROLL CALL:

AUDIENCE COMMUNICATION:

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

PRESENTATIONS:

- B. Proclamation for 2016 Mill Creek Little League U12 Softball Team
(*Pam Pruitt, Mayor*)

NEW BUSINESS:

- C. Public Works Shop Design Contract
(Rebecca C. Polizzotto, City Manager)
- D. North Pointe Park Design Concepts
(Rebecca C. Polizzotto, City Manager)
- E. Temporary Suspension of the Council Personnel Committee
(Pam Pruitt, Mayor)
- F. City Manager Contract Modification (Tentative - Subject to City Attorney Revisions)
(Brian Holtzclaw, Mayor Pro Tem)

CONSENT AGENDA:

- G. Approval of Checks #55929 through #55992 and ACH Wire Transfers in the Amount of \$269,932.67.
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)
- H. Payroll and Benefit ACH Payments in the Amount of \$202,313.65.
(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)
- I. Regular City Council Meeting Minutes of July 26, 2016
- J. Special City Council Meeting Minutes of September 1, 2016
- K. Regular City Council Meeting Minutes of September 6, 2016
- L. Regular City Council Meeting Minutes of September 13, 2016

REPORTS:

- M. Mayor/Council
City Manager

AUDIENCE COMMUNICATION:

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

ADJOURNMENT

Proclamation

WHEREAS, the Mill Creek Little League U12 softball team made the most of 5 hits in a 3-2 victory over Granite Falls to move on to the State Tournament; and

WHEREAS, the girls overcame a three-run deficit over Woodinville to remain undefeated therefore becoming state champions; and

WHEREAS, these girls went on a journey to San Bernardino, California to participate in the Little League Softball West Region Tournament, playing teams from Arizona, Wyoming, Nevada and Hawaii; and

WHEREAS, the team displayed athletic talent and sportsmanship along with their coaches; and

WHEREAS, the City of Mill Creek is proud of these young ladies and coaches for their hard work and dedication to their team.

NOW, THEREFORE, I, Pam Pruitt, the Mayor of the City of Mill Creek, on behalf of the City Council do hereby recognize the following team players and coaches of the 2016 Mill Creek Little League U12 Softball Team:

Players: Abby Pennylegion, Amanda Winingar, Annie Coe, Ava Mills, Avery Hare, Deirdre Delgado, Emily Fetting, Haley Warren, Kalia Zallmer, Kayla Peacocke, Lauren Whitley and Sydney Warren.

Coaches: Manager Page Dearborn, Coach Larri Werner and Coach Kristen Ryan.



Signed this 27th day of September, 2016.

Pam Pruitt, Mayor

Attest _____
Kelly M. Chelin, City Clerk

Rebecca C. Polizzotto, City Manager



Agenda Item # _____
Meeting Date: **September 27, 2016**

CITY COUNCIL AGENDA SUMMARY
City of Mill Creek, Washington

AGENDA ITEM: PUBLIC WORKS SHOP DESIGN CONTRACT

ACTION REQUESTED:

Motion to approve the attached Resolution awarding a contract for Architect and Engineer Design Services for the Mill Creek Public Works Shop.

KEY FACTS AND INFORMATION SUMMARY:

A new Public Works Shop for storage and vehicle parking was a key component of the space planning presentation to the City Council in September 2015. As the renovation work in the Annex Building and City Hall is being completed, the next step is to start the design work for the Public Works Shop in order to complete construction in 2017.

The selection of Architect and Engineer services for design is based on qualifications per RCW 39.80. A request for qualifications was published in the Daily Journal of Commerce and Everett Herald in May 2016, and submittal packages were received from 12 consultant teams. Staff reviewed and ranked the statements of qualifications, and interviewed the top two candidates.

Driftmier Architects PS was selected as the most qualified consultant team for several reasons. They were forward thinking about incorporating future uses into the initial design, had more relevant and recent experience on similar scale projects for public agencies, did more advance research on meeting City Code requirements and had a strong project team.

After selecting a finalist, the scope of work was defined and a fee negotiated for the design work. The building itself will be relatively straightforward, but there are significant challenges on the Cook property, including wetland buffers, stormwater drainage, grading and utilities. In addition, the building design and landscaping will have to be reviewed by the City Design Review Board, and a Conditional Use Permit is also required.

Consequently, the cost of the design contract is higher than originally estimated, primarily due to the site work issues and the process of meeting City requirements. The consultant contract price is based on the amount of work expended, not a lump sum, and is not to exceed \$219,122.00. However, the final cost may be less if the site issues are easily resolved.

A grant in the amount of \$257,000 was obtained for the Public Works Shop from the State Department of Commerce, and must be spent by the end of June 2017. However, it can be used for both design and construction. As the design progresses and a better estimate is available for the construction cost of the building, that information will be presented to the City Council.

City Council Agenda Summary
Page 2


CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of the attached Resolution to award a contract for Architect and Engineer Design Services for the Mill Creek Public Works Shop.

ATTACHMENTS:

- Breakdown of design costs by major tasks
- Resolution to award a contract for Architect and Engineer Design Services for the Mill Creek Public Works Shop
- Consultant contract

Respectfully Submitted:


Rebecca C. Polizzotto
City Manager

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Mill Creek Public Works Shop Building

Organized by Project Component.

9 August 16

The Driftmier Architects, PS

	Architecture	Structural	MEP	Civil	Soils	SEPA/Wetlands	Landscape	Cost	Cultural	Totals
1. Basic metal building on generic site	45,743	6,500	12,700	30,506	7,240		3,590	2,400		108,679
2. Programming for current and future needs	5,293									5,293
3. Unique Site and planning for expansion	9,809			2,609		3,830	1,000			17,248
4. Building design for expansion	11,041		2,230					1,000		14,271
5. Reasonable Use design and approvals	6,647			1,608		11,335	680			20,270
6. CUP design and approvals	6,416			1,608		1,195	680			9,899
7. Design Review - design and meetings	7,124		600	3,669						11,393
8. Public Agency Bid	12,555		400							12,955
9. Grant									3,950	3,950
Sub-Total	104,628	6,500	15,930	40,000	7,240	16,360	5,950	3,400	3,950	203,958
Proposal Amount	104,628	6,500	15,930	40,000	7,240	16,360	5,950	3,400	3,950	203,958
With 10% Markup 9933		7150	17523	44000	7964	17996	6545	3740	4345	109263
Reimbursable Expenses	5231.4									5231.4
Total Per Discipline	\$109,859	\$7,150	\$17,523	\$44,000	\$7,964	\$17,996	\$6,545	\$3,740	\$4,345	\$219,122
Total for Project									Total for Project	\$219,122

This is not a change in the proposal, nor a menu of optional services. This spreadsheet is provided as way to identify where the costs are incurred for the overall project. Since the various components are interdependent, removing one task may not result in deletion of that cost.

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, AWARDED THE CONTRACT FOR ARCHITECT AND ENGINEER DESIGN SERVICES FOR THE MILL CREEK PUBLIC WORKS SHOP.

WHEREAS, the City of Mill Creek has properly solicited for professional services in accordance with RCW 39.80 for the Mill Creek Public Works Shop Project; and

WHEREAS, the City received statements of qualifications bids from 12 companies; and

WHEREAS, the City staff has evaluated the consultant qualifications and presented that information to the City Council for review and consideration; and

WHEREAS, the cost to complete the consultant design work required under the contract for the Mill Creek Public Works Shop Project exceeds \$50,000; and

WHEREAS, the City Manager has recommended the City Council select The Driftmier Architects, PS as the most qualified consultant team for the Mill Creek Public Works Shop Project; and

WHEREAS, the City Council agrees with and adopts the findings and recommendations set forth in the Agenda Summary memorandum dated September 27, 2016; and

WHEREAS, the City Council has determined that The Driftmier Architects, PS is the most qualified consultant team for the project; and

WHEREAS, the City Council has determined it is in the public interest to award the contract for the project to The Driftmier Architects, PS.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, THAT:

Section 1. The contract for the Mill Creek Public Works Shop Project is hereby awarded to The Driftmier Architects, PS as the most qualified consultant team. The City Manager is authorized to execute the contract and such other documents as are pertinent to this award.

Section 2. The City Council finds that a need exists to award the contract in a timely manner to ensure the construction of the Mill Creek Public Works Shop Project, and that this Resolution shall therefore be effective immediately upon adoption.

Adopted this 27th day of September, 2016, by a vote of ____ for, ____ against, and ____ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

KELLY CHELIN, CITY CLERK

APPROVED AS TO FORM:

SCOTT MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.: 2016-

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CONTRACT 2016 – _____

**CITY OF MILL CREEK
CONTRACT FOR ARCHITECT AND ENGINEER DESIGN SERVICES
MILL CREEK PUBLIC WORKS SHOP**

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 The Driftmier Architects, PS a corporation organized under the laws of the State of Washington, located and doing business at 7983 Leary Way NE, Redmond, WA ("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 proposed Mill Creek Public Works Shop, located at 13628 North Creek Drive, Mill Creek, Washington (the "Project").

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

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

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

3. Scope of Work

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

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

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance

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

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

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

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2017 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

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

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

5. Administration and Supervision

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

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

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

5.2.2 Process for Adding or Removing Key Subconsultants

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

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

5.2.3 Process for Adding or Removing Key Personnel

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

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

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

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

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

6. Changes in Work

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

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

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

7. Responsibility of the Consultant

7.1 Standard of Care

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

7.1.5 Maintenance of Project Documentation

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

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

7.1.8 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Agreement. Consultant shall have the right to photograph and publish information on the project with the authorization of the City Engineer, which authorization shall not be unreasonably withheld.

8. Deliverables

8.1 In the performance of this Agreement, the Consultant shall to the extent practicable in keeping with the standard of care, prepare a design that provides for maximum use of structures, machines, products, materials, construction methods, and equipment that are readily available through competitive procurement, through standard or proven production techniques, methods, and processes, or comprise standard material or products identified by the City.

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

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

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

9. Commencement and Monthly Reports

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

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

10. Compensation

10.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid

on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of Two Hundred Nineteen Thousand One Hundred Twenty Two Dollars and Zero Cents (\$219,122.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed amendment.

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

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

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

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

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

10.3.1 Satisfactory completion of all of the Work;

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

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

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

11. Termination of Agreement

11.1 Termination for Default

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

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

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

11.1.4 If, due to no default by the Consultant, the City fails to make payment for a period of forty-five (45) days, Consultant may, upon seven additional days' written notice to the City, terminate the Agreement and recover from the City payment for all Work executed through the date of termination, provided that in no event shall such payment cause the Total Price to be exceeded.

11.2 Termination for Convenience

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

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

11.2.3 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services

satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

11.3 Consultant's Duties Upon Termination

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

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

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

11.3.1.3 No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

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

12. Ownership and Use of Documents

12.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively referred to as "Work Product") developed or produced by Consultant for the City in connection with the Work rendered under this Agreement shall be owned by the City. Consultant shall provide such Work Product to the City on a data disk compatible with the City's computer equipment and programs. As between the Consultant and the City, the City shall own any and all copyrights to such Work Product, and Consultant agrees to transfer and assign all ownership rights and copyrights to such Work Product to the City to give effect to this Section. Reuse of any Work Product by the City for other than the Project that is the subject of this Agreement or modification in use by the City of any of the Work Product without the Consultant's prior written approval shall be at the City's sole risk. City will Hold Harmless, Defend and Indemnify Consultant from any claims or actions resulting from City's use of Work Product for any other project without review of Consultant to determine applicability and make necessary revisions to suit the other project.

13. Third-Party Claims and Disputes

13.1 At the City's request, Consultant will assist the City in review and evaluation claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other

services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its negligent act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

14. Audit and Access to Records

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

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

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

15. Legal Relations

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

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

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

16. Indemnification and Insurance

16.1 Indemnification.

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

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

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

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

16.2 Insurance.

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

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

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

1. Automobile Liability insurance covering all owned (if any), 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, or equivalent, and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

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

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

16.2.5 Umbrella Insurance. The City will permit the Consultant's use of umbrella or excess liability insurance to achieve the above required liability limits, provided that such umbrella or excess insurance results in the same type and amounts of coverage as required under the required individual policies identified above. The City retains the sole right to determine whether such umbrella or excess insurance, in combination with underlying policies, satisfies the insurance requirements set forth herein.

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

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

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

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

16.2.9 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.

17. Disputes and Remedies

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

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

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

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

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

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

18. Notice

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

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

Rick Driftmier, President
The Driftmier Architects, PS
7983 Leary Way NE
Redmond, WA 98052
425-881-7506 (p)
425-881-7306 (f)

19. General Terms

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

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

the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

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

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

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

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

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

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

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

CITY OF MILL CREEK

The Driftmier Architects, PS

Rebecca Polizzotto, City Manager

Rick Driftmier, President

Date: _____

Date: _____

ATTEST:

Kelly M. Chelin, City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

G:\PUBLIC WORKS\Projects (CFP)\Facility Projects\PW Shop\Mill Creek PW Shop Design Contract - Final revisions 7-12-16.docx

**EXHIBIT A – ARCHITECTURAL SCOPE OF WORK
TO THE AGREEMENT BETWEEN
THE CITY OF MILL CREEK AND THE DRIFTMIER ARCHITECTS, PS**

PHASE I - PREDESIGN AND APPROVALS

1. Meet with the city to discuss programming.
2. Write a Statement of Needs that describes the facilities, equipment, and spatial requirements of the facility. Send Statement to the City for review and then update.
3. Perform code research related to the site and building layout.
4. Visit the site with Subconsultants
5. Coordinate with Subconsultants to complete SEPA checklist.
6. Provide schematic options for the site and building plan to the City for review. Update plans per City direction.
7. Explore phasing options for the schematic layout of the site. Submit for city review and comment.
8. Submit documents to City for Conditional Use Permit review and represent the project throughout review.
9. Coordinate with Subconsultants to obtain a Reasonable Use exception for building the facility in a wetlands buffer.
10. Coordinate with Civil regarding the layout of the stormwater system.
11. Coordinate with the Cultural Resources Consultant during study.

PHASE II - SCHEMATIC DESIGN

12. Update site and building plans per City review comments.
13. Explore exterior appearance of building. 3D views will be provided for City review.
14. Meet with the City to discuss the exterior appearance. Update model to reflect changes.
15. Coordinate Geotechnical work.
16. Coordinate with the Cost Estimator for the schematic design cost estimate. Discuss with the City phasing as it relates to the project costs.
17. Meet with the City to review the plans.

PHASE III - DESIGN DEVELOPMENT

18. Visit site to confirm any necessary existing conditions.
19. Code research related to life safety, occupant load, construction type, etc.
20. Develop floor, site, reflected ceiling, and roof plans.
21. Develop exterior elevations and select interior and exterior materials. Meet with the City to review materials and colors.
22. Discuss security concerns with the City. Coordinate with the City's security team and incorporate security items into the drawings.

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July 21, 2016
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23. Work with MEP Consultant to incorporate mechanical, electrical and plumbing systems into the building.
24. Coordinate with Subconsultants to develop plans.
25. Coordinate with the Cost Estimator for the design development cost estimate. With the City, make a list of items to be included in the drawings as bid alternates, as a way to better control the construction contract amount.
26. Meet with the City to review the plans.
27. Coordinate documents and presentation for the Design Review Board and attend one Design Review Board meeting.

PHASE IV - CONSTRUCTION DOCUMENTATION

28. Prepare construction drawings as required for permit submission, bidding and construction.
29. Prepare specifications and a project manual as part of the bidding documents. The front end specification will be based off of documents that the City has used on previous construction projects. The AIA Contract and General Conditions will not be used in this project.
30. Review Consultant drawings and specifications and incorporate into set.
31. Meet with the City to review the drawing set.
32. Coordinate with the Cost Estimator for the construction documents cost estimate.

PHASE V - PERMITTING

33. Coordinate with the City throughout design in order to limit comments during permit review.
34. Prepare permit forms required for a building permit and sign permit.
35. Submit drawings and documents to the City for permit review.
36. Respond to City and submit revised drawings as required per the city's permit comments. (Respond to one round of comments included)

PHASE VI - BIDDING

37. Prepare bid information for city to advertise. Publish the bid documents and distribute the documents through Driftmier's FTP site.
38. Coordinate and run a pre-bid meeting, answer bidder questions throughout bidding process and issue addenda as required.
39. Organize and run the bid opening and analyze the bids.
40. Work with the City to prepare and submit a recommendation for award to the City Council.

ADDITIONAL SERVICES

- No time is included for preparing exhibits to be presented to the public or attending public meetings. Any time spent related to public outreach will be provided as an extra service.
- Coordination regarding the purchase or selection of furniture and equipment is not included and if requested will be billed as an extra service.
- This scope of work will be complete at the time the City Council holds a meeting to discuss the award of the construction contract to one of the bidding contractors.
- Contract negotiations services and Construction Administration services are anticipated for this

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project, but those scopes and fees will be added at a later date.

- Review and selection of a construction testing agency is not include but can be added as an additional service.
- Design of any signage can be added as an extra service.

ASSUMPTIONS

- Design will be for a 60'x60' pre-fabricated metal building. It will include storage, a toilet room, six garage doors, and provisions for future expansion, a mezzanine and beam crane. The site will include parking, retaining walls, storage bins and fences. Future site construction could include a generator, truck wash and decant facility. Street frontage improvements will be addressed in a future project.
- It is assumed that the City will pay for all permits and fees.
- The project will include one building permit, one bid and be awarded to a single construction firm.
- Asbestos and hazardous materials are not present in the existing building and the site is not contaminated with hazardous materials.
- Fire sprinklers and fire alarm will not be required for the facility.

The Driftmier Architects
City of Mill Creek Public Works Shop
Scope of Work – Civil Engineering

This scope of work describes the engineering services to be provided to develop the civil plans and specifications to support bidding of Phase 1 of the City of Mill Creek's proposed Public Works Shop Building along North Creek Drive (aka Heatherwood Drive). The proposed scope of engineering services is as follows:

1. Project Management
 - 1.1. Project Planning
 - 1.2. Monitoring and Control
 - 1.3. Closeout

2. Site Layout Development Support
 - 2.1. Attend up to two workshops with design team and City staff. City Pre-Application meeting is not required nor included.
 - 2.2. 30% and 90% progress submittals are anticipated.
 - 2.3. Field survey will supplement City-provided base map with significant trees within development area, including those within buffer along potential stormwater discharge alignment.
 - 2.4. Frontage improvements, planned for a future phase, will be evaluated to ensure Phase 1 improvements are compatible.
 - 2.5. Site Grading and On-site Utilities Plan

3. Demolition and TESC Plan

A single plan sheet and supporting detail sheet are anticipated. Well, septic tank, building, building slab, pavement and existing utilities' decommissioning/removal will be addressed. Hazardous materials (i.e., asbestos and lead) are anticipated to not be present due to the existing building age and related remediation is excluded. Utility pole relocation/undergrounding is planned for a future phase and is excluded. Temporary Erosion Control facilities will be in accordance with DOE's 2005 Stormwater Management Manual for Western Washington. A DOE general stormwater permit is not anticipated as the development is less than one acre.

4. Stormwater Report and Plan

The Stormwater Report and plan will be prepared in accordance with DOE's 2005 Stormwater Management Manual for Western Washington. Anticipated facilities include collection, treatment, detention/retention and flow-controlled discharge of runoff from pollution generating impervious surfaces (PGIS) and collection, detention/retention and flow-controlled discharge of non-PGIS surfaces (i.e., roof and foundation drains). Stormwater is anticipated to be discharged to the west, within the buffer of the Category I wetland, and consist of a level spreader/dispersion trench. Infiltration is not anticipated. Infiltration or pumped discharge, if required, will necessitate a revised scope of work.

5. Silver Lake Water and Sewer District (SLWSD) Water Extension and Water and Sewer Services

5.1. Requirement for additional fire hydrant requires developer extension. Anticipated domestic and irrigation water services and sewer service do not require a developer extension but will be shown on the fire hydrant extension plan. Pre-design meeting attendance with SLWSD is required by engineer and developer. A conceptual utility plan will be prepared to support the pre-design meeting. Onsite extension is not anticipated, therefore preparation of easements associated with the fire hydrant and services is not included. Backflow prevention on the domestic (RPBA) and irrigation (DCVA) water services will be addressed. A dedicated fire line to the building is not required, although provisions for a potential future fire-line will be considered. The sewer service is anticipated to consist of a side sewer with inside-drop connection to an existing manhole.

5.2. A single plan sheet showing water and sewer facilities for SLWSD approval will be prepared.

6. Dry Utilities Coordination

Mechanical, Electrical and Plumbing consultant will coordinate power, telephone, cable, gas utilities. The civil site plan will show these planned utilities as coordinated by others.

7. Civil Specifications

7.1. Civil specifications will be prepared for stormwater treatment, detention/retention and flow control discharge and dispersment. The remainder of civil specifications are anticipated to be addressed by WSDOT and/or SLWSD standard specifications.

Deliverables

Silver Lake Water and Sewer District Developer Extension

Developer Extension Application and Agreement
Preliminary utility layout for SLWSD predesign meeting
Water extension and water and sewer services plan for SLWSD approval

City of Mill Creek

30% and 90% submittals for team coordination and City staff review
Demolition and TESC Plan
Site Grading and Onsite Utilities Plan
Drainage Report and Drainage Plan
Stormwater-related specifications

Exclusions

Bid Support, Post-bid Contract Negotiations, Construction Administration and conveyance of SLWSD facilities will be addressed in a future scope of work and fee estimate.



Sheet: 1 or 1
 By: oaz/rs
 Date: 7/20/16 Job # 801603

CLIENT: The Driftmier Architects

PROJECT FEE ESTIMATE

PROJECT: City Of Mill Creek Public Works Shop - Design & Bid

A. TASKS	1	2	3	4	5	6	7	HRS
1. Project Management	10	14						24
2. Site Layout/Development								
2.1 Team Workshops (2)		6						6
2.2 30%, 90% submittals		3				4		7
2.3 Survey				1	4	4		9
2.4 Frontage Improvements Geometry	1	6	6			6		19
2.5 Site Grading, On-site Utilities Plan	4	8	12			12		36
3. Demolition and TESC Plan		4	6			8		18
4. Stormwater Report And Plan	16	32	40			32		120
5. SLWSD Water, Sanitary Sewer								
Conceptual Plan, Pre-design Meeting	1	6				4		11
Application and Agreement	1	6						7
Extension and Service Plan	2	4	10			10		26
6. Dry Utilities Coordination		1				4		5
7. Civil Specifications	1	1	4				2	8
SUBTOTAL	36	91	78	1	4	84	2	296

B. FEES

LABOR	HOURS	RATE	SUBTOTAL
1. PRINCIPAL	36	\$180.00	\$6,480.00
2. PROJ. MANAGER	91	\$145.00	\$13,195.00
3. PROJ. ENGINEER	78	\$130.00	\$10,140.00
4. SURVEY MANAGER	1	\$145.00	\$145.00
5. SURVEY CREW	4	\$165.00	\$660.00
6. TECHNICIAN	84	\$105.00	\$8,820.00
7. CLERICAL	2	\$75.00	\$150.00
	296		

\$39,590.00

EXPENSES

Mileage	\$80
Reproduction and Materials	\$300

SUBTOTAL \$380.00

TOTAL ESTIMATED FEE, ROUNDED \$40,000

Proposal, Cost Estimating Services

CITY OF MILL CREEK, NEW PW WAREHOUSE BUILDING



DATE: July 12, 2016
 A/E: The Driftmier Architects, P.S.
 BY: Matthew M. Woolsey, The Woolsey Company, LLC
 SPECIFICS: New 3,000-4,000 SF Warehouse Building, Limited Interior Build

ITEM	DESCRIPTION	TOTAL Hours
MILL CREEK PW WAREHOUSE, SD ESTIMATE, UNIT COST DETAIL		
1	Scope Review &/Or Meetings	2
2	Scope and Itemize Project	6
3	Price Out Project, Unit Cost Detail	4
4	Review, Revise, Refine	1
		13
Hours		13
Proposed Estimating Services Fee		\$1,300
MILL CREEK PW WAREHOUSE, CD ESTIMATE, UNIT COST DETAIL		
1	Scope Review &/Or Meetings	2
2	Scope and Itemize Project	10
3	Price Out Project, Unit Cost Detail	7
4	Review, Revise, Refine	2
		21
Hours		21
Proposed Estimating Services Fee		\$2,100

www.WoolZee.com

Scope of Work

Cultural Resource Survey of the City of Mill Creek Public Works Shop Project

To be completed in Snohomish County, Washington

Prepared for:
The Driftmier Architects
7983 Leary Way NE,
Redmond, WA 98052

Prepared by:
Aqua Terra Cultural Resource Consultants
5518 Trospen Lake St SW
Tumwater, WA 98512
P: 360.359.6701
www.AquaTerraCRC.com

6 July 2016



**Cultural Resource Survey of the
City of Mill Creek Public Works Shop Project**

SCOPE OF WORK

The City of Mill Creek is planning to construct a shop building at 13628 North Creek Drive in Mill Creek, Snohomish County, WA (tax parcel # 28053100201400). The proposed project will include demolition of a 1988 residence on the property, grading, and construction of a shop building. Excavation activity is expected to be limited to 5 feet below the ground surface.

The project is funded by a state grant and therefore the project must be conducted in compliance with Governor's Executive Order 05-05 (EO 05-05). EO 05-05 requires that state-funded capital projects consult with the Department of Archaeology and Historic Preservation (DAHP) and affiliated tribe(s) in order to determine if known or potential cultural resources exist within the project area. Russell Holter (DAHP) was contacted regarding the project, and recommended that a full Section 106 review was not warranted at this time.

Relevant federal and Washington State laws address archaeological sites and Native American burials. The Archaeological Sites and Resources Act [RCW 27.53] prohibits disturbance of known prehistoric and historic archaeological sites on public or private lands. The Indian Graves and Records Act [RCW 27.44] prohibits disturbance of American Indian graves and provides that inadvertent disturbance through construction or other activity requires re-interment under supervision of the appropriate Indian tribe.

ATCRC will assist the Driftmier Architects (the client) with complying with the various state and federal cultural resource legal requirements by identifying the presence of historic resources within the Area of Potential Impact (API) through completion of the following tasks:

Task 1: Background Research

ATCRC will conduct background research at appropriate repositories, such as DAHP, affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the Area of Potential Impacts (API). The client will provide ATCRC with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos).

Task 2: Cultural Resource Survey

A project API will be developed, describing an area that encompasses all of the proposed horizontal and vertical project impacts for the proposed project. The cultural resources survey will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. All survey activities will comply with the DAHP Survey and Inventory Standards (www.dahp.wa.gov). Newly identified cultural resources will be

fully documented (see Task 3). Special care will be taken to determine site boundaries if archaeological resources are present.

Assumptions:

- Up to 10 shovel-tests will be completed for the project.
- If the project horizontal/vertical limits are changed during periods of work performance, the API will be revised accordingly. These modifications associated with API revisions will be covered under contract amendment.
- A separate cost estimate will be prepared for the client in the case that a Site Protection Plan or additional work (e.g. construction monitoring, recording of historic properties, curation agreements) is required due to discovery of historic/archaeological resource materials.

Task 3. Resource Forms

Results of the survey will be summarized. Any previously recorded cultural resources will be examined and updated as necessary. Newly identified cultural resources within the project area will be fully documented on a Washington State Archaeological Site Form and will include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures older than 50 years will be recorded on historic property inventory forms.

Assumptions:

- The project area is defined as “high risk” based on DAHP’s statewide archaeological predictive model.
- There are no historic properties within the proposed API that require recording on DAHP Historic Property Inventory forms.

Task 4: Draft Technical Report

ATCRC will prepare a draft technical report of their findings that includes relevant supporting evidence for the findings and adheres to the DAHP Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts.

Task 5: Final Technical Report

Upon receipt of comment from the client, ATCRC will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to the City of Mill Creek, DAHP, affected tribes, agencies and other concerned parties. Due to confidentiality requirements for archaeological site locations, distribution of the report will be restricted beyond any of the aforementioned parties.

Task 6: Project Management

ATCRC will coordinate with the client to receive project materials, prepare invoicing and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (Sarah Amell) will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The ATCRC Project Manager will be available for regular phone calls and emails with the client to facilitate completion of the assignment, as necessary.

Project Materials

The client will supply or facilitate ATCRC acquisition of the following items needed for this project:

- Preliminary and revised plan maps showing the location and extent of the project;
- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation or other ground disturbance associated with the project;
- The results of any geotechnical boring or subsurface testing that may assist in development of a land use/land formation history; and
- Documented permission from property owners to access the survey area.

Deliverables

The draft report deliverable PDF will be submitted to the client for review and comment. ATCRC will incorporate any comments received from the review and finalize the report before returning to the client for dissemination to DAHP, affected tribes, agencies, and other concerned parties. ATCRC will provide a final report deliverable PDF to client.

Schedule

ATCRC staff will initiate project work when notice-to-proceed confirmation and a signed agreement are received via email from the client. Project fieldwork will occur within ten business days of receipt of notice to proceed. A draft version of the cultural resource assessment report will be provided to the client for review within five business days after commencement of fieldwork. The final report will be delivered to the client within three business days after receipt of comments to the draft.

Cost Estimate for City of Mill Creek Public Works Shop CRA

Task	Consulting Staff				Direct Expenses	Total Price
	Amell, S			Labor		
	Principal Investigator	Project Arch	Field Tech	Total		
Task 1. Background Research		4		\$336		
Task 2. Cultural Resource Survey		12	12	\$1,908		
Task 3. Resource Form			5	\$338		
Task 4. Draft Technical Report		6		\$504		
Task 5. Final Technical Report	1	2		\$293		
Task 6. Project Management	3			\$375		
Total hours	4	24	17			
Aqua Terra CRC billing rates	\$125	\$84	\$75			
Subtotals	\$500	\$2,016	\$1,238	\$3,754		
Direct Expenses						
521.00 Meals, and Lodging						
523.01 Computer/Faxes						
523.02 Reproductions						
523.03 Equipment Rental						
523.04 Postage and Delivery						
523.05 Travel, Auto 171 miles p/day (.575 p/mile) # of day: 2.00						\$197
523.07 Surveys and Reports						
523.09 Project Supplies						
529.00 Other Reimbursable Expenses						
Direct expense subtotal						\$197
						\$3,950



ALASKA
CALIFORNIA
COLORADO
FLORIDA
MISSOURI
OREGON
WASHINGTON
WASHINGTON DC METRO
WISCONSIN

**EXHIBIT A - Scope of Work, 21 July 2016
Mill Creek Public Works Shop**

This document outlines the Scope of Work for the City of Mill Creek's Public Works Shop. Below is a breakdown of services that Shannon & Wilson will be providing.

Task 1 Geotechnical Evaluation

Provide geotechnical engineering evaluation and work with the project team during the design phase of the project. This task will include services to:

- Prepare a soil boring location plan for team review
- Perform subsurface explorations at the project site with a backhoe . We estimate that six 5- to 8-foot deep test pits and related laboratory testing will be adequate.
- Provide geotechnical design recommendations for the new building foundation, site grading, retaining walls, pavements, preliminary infiltration rates and seismic design.

Assumptions

- Clean soil cuttings will be left on-site as backfill for test pits
- S&W will provide private underground utility locating service
- We assume no design team/City technical meetings will require geotechnical presence
- City and design team will provide comments on the draft geotechnical report

Deliverables

- Draft and Final Geotechnical Report that provides the above recommendations.
- Test Pit logs.
- Laboratory test results.

Task 2 Natural Resources Support

Shannon & Wilson, Inc. will provide the Natural Resources Support services for the project. These services include the following:

Subtask 2.1 Conceptual and Final Mitigation Plan

This task assumes preparation of a conceptual and final mitigation plan, consisting of on-site wetland buffer enhancement actions only. The plan will include the elements required in Chapter 18.06 MCMC, Article VI. Mitigation.

Assumptions:

- The City and Driftmier Architects will provide one round of review comments on the conceptual mitigation plan.

400 NORTH 34TH STREET, SUITE 100
P.O. BOX 300303
SEATTLE, WASHINGTON 98103-8636
206-632-8200 FAX: 206-695-6777
www.shannonwilson.com

21-2-62750-001

EXHIBIT A - Scope of Work, 21 July 2016
Mill Creek Public Works Shop
Page 2

Deliverables:

- Draft mitigation plan
- Final mitigation plan

Subtask 2.2 State Environmental Policy Act (SEPA) Checklist and Reasonable Use Exception/Conditional Use Permit

Shannon & Wilson will prepare a SEPA checklist for the proposed project, as well as documentation supporting a Reasonable Use Exception and Conditional Use Permit. The City and Driftmier Architects or its other subconsultants will provide the necessary information related to design, construction materials, public facilities, traffic, construction, cultural resources, etc; Shannon & Wilson will be responsible for natural resources elements such as wildlife, vegetation, earth, water, etc. We anticipate that this project will require supporting documents for geotechnical issues (prepared by Shannon & Wilson under Task 1 above), stormwater (prepared by others), and wetland buffer mitigation plan (prepared by Shannon & Wilson under Task 2.1 above). The land use applications and supporting documentation will be submitted to the City via www.MyBuildingPermit.com.

Assumptions:

- It is assumed an Environmental Impact Statement (EIS) is not required and the project will be issued a Mitigated Determination of Non-significance by the City.
- Shannon & Wilson will submit completed drafts of the SEPA checklist and narratives; the City will revise and finalize.
- Fees for City permit applications and environmental reviews are not included.

Deliverables:

- SEPA checklist
- Supporting narrative regarding reasonable use exception approval criteria
- Supporting narrative regarding conditional use permit approval criteria

General Assumptions:

- The selected contractor for the project will apply for the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit, if needed. The contractor will also prepare the Stormwater Pollution Prevention Plan (SWPPP).
- No known hazardous and/or toxic materials are known to exist on the site, and a report is assumed not necessary.
- Based on the nature of the improvements, it is assumed that a Noise Analysis will not be required.
- Based on the nature of the improvements, it is assumed that an Air Quality report will not be required.
- We assume that the proposed wetland buffer impacts can be mitigated on-site in such a way to allow for permit issuance meeting regulatory requirements for all agencies.
- Federal funds will not be included for design or construction, therefore NEPA will not be required.
- Shannon & Wilson will not attend any public or project team meetings, including pre-application meeting.

21-2-62750-001

EXHIBIT A - Scope of Work, 21 July 2016
Mill Creek Public Works Shop
Page 3

Task 3 Permit/Biological Assistance with Plans and Specifications

Task removed.

Task 4 Project Management

This task includes general phone and email correspondence, and overall project management for the geotechnical and natural resources tasks.

21-2-62750-001

SHANNON & WILSON, INC.

COST ESTIMATE

Proposal No.: 21-2-62750-001

Project: Mill Creek PW Shop

Client: Driftmier/City of Mill Ck.

By: ajs 7/5/2016

	Rate	Quantity	Subtotal	Subtotal
Task 1 - Geotechnical Evaluation				
Vice President	\$245.00 /hr	8 hrs	\$1,960	
Sr. Engineer 3	\$150.00 /hr	6 hrs	\$900	
Staff Engineer 2	\$90.00 /hr	16 hrs	\$1,440	
Drafting	\$110.00 /hr	4 hrs	\$440	
Clerical	\$100.00 /hr	4 hrs	\$400	
Expenses (mileage, production)			\$100	
Backhoe Test Pit Subcontract (1 day)		lump sum	\$2,000	
				\$7,240
Sub-Task 2.1 - Conceptual/Final Mitigation Plan/Report				
Vice President	\$245.00 /hr	4 hrs	\$980	
Sr. Bio 3	\$150.00 /hr	28 hrs	\$4,200	
Drafting	\$110.00 /hr	8 hrs	\$880	
Clerical	\$100.00 /hr	1 hrs	\$100	
Expenses (mileage, production)			\$100	
				\$6,260
Sub-Task 2.2 - SEPA/RUE/CUP				
Vice President	\$245.00 /hr	4 hrs	\$980	
Sr. Bio 3	\$150.00 /hr	32 hrs	\$4,800	
Drafting	\$110.00 /hr	4 hrs	\$440	
Clerical	\$100.00 /hr	2 hrs	\$200	
Expenses (mileage, production)			\$100	
				\$6,520
Task 3 - Plans & Specs				
Vice President	\$245.00 /hr	0 hrs	\$0	
Sr. Bio 3	\$150.00 /hr	0 hrs	\$0	
				\$0
Task 4 - PM				
Vice President	\$245.00 /hr	4 hrs	\$980	
Sr. Bio 3	\$150.00 /hr	12 hrs	\$1,800	
Clerical	\$100.00 /hr	8 hrs	\$800	
				\$3,580
Total				\$23,600

V A N D E V A N T E R G R O U P



7804 146th Avenue NE
Redmond, WA 98052
(206) 619-2178
jamie@vandevantergroup.com
www.vandevantergroup.com

July 11, 2016

Lee Driftmier
Driftmier Architects, P.S.
7983 Leary Way NE
Redmond, WA 98052

RE: Proposal for Professional Landscape Architectural Services
City of Mill Creek Public Works Shop Building (MCPW)

Lee,

Thank you for the opportunity to work with Driftmier Architects on the City of Mill Creek Public Works Shop Building project.

SCOPE OF WORK

Our scope of work shall include landscape and irrigation design through construction documents, Tree Preservation Plan, City of Mill Creek Design Review Board landscape plan submittal, building permit approval and bid/construction administration services.

Costs for construction administration services listed will be determined at a later date.

The landscape scope shall include planting areas around the building, parking and street frontage and coordination of buffer enhancement planting by wetlands consultant.

COSTS FOR SERVICES

Costs for professional services shall be provided on a time and material fee basis not to exceed the following costs for tasks:

- Project scoping, site inspection and landscape code review.
- Coordinate landscape areas with architectural site plan, civil grading and utilities, and wetlands consultant buffer enhancement planting/native plant pallet.
- Draft Landscape Plan for Reasonable Use, CUP and Design Review Board submittals.
- Final Landscape and Irrigation Plans and specifications for building permit and construction documentation.
- Tree Preservation Plan.

Total not to exceed fee: 70 hours at \$85.00 per hour = \$5,950.00

07/11/2016

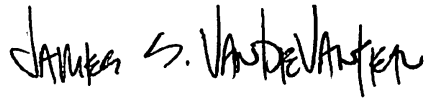
Page 2; MCPW

Tasks excluded at this time:

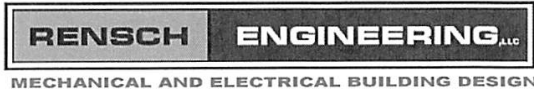
- Design Review Board rendered landscape plan, site sections, DRB meeting attendance.
- Construction Administration Phase including:
 - o Landscape Pre-construction Meeting.
 - o Progress Inspection 1: soil preparation, plant quality, plant layout and irrigation coverage.
 - o Substantial Completion Inspection and punch list.
 - o Final Completion Inspection.
 - o Project Closeout and as-built drawings.
 - o Office coordination and review.

Please call with any questions.

Sincerely,



James S. Van De Vanter, ASLA
Principal
VAN DE VANTER GROUP



July 20, 2016

The Driftmier Architects, PS
Lee Driftmier
7983 Leary Way NE
Redmond, WA 98052

RE: Revised MEP Proposal for the City of Mill Creek Public Works Shop Building

Dear Lee:

I appreciate the opportunity to provide you with this revised proposal. I have reduced my MEP fee as requested by reducing time allotted to the evaluation of power service upgrade options and other potential design considerations requiring evaluation of multiple options and cost estimating. If these services are later found to be needed, we can provide an additional service fee proposal at that time.

I have received your Scoping Meeting notes dated June 22, 2016, which outlines the scope of this project along with a survey plan and other miscellaneous inspection reports. You and I also discussed clarifications to the scope of work on the phone yesterday and through subsequent emails. I understand the overall MEP scope of work to be as follows:

- An existing residential home will be demolished and a new 3,000 to 4,000 SF steel shop building will be built.
- Contract negotiations and Construction Administration will be a part of the scope but the fee will be determined at a later date.
- Potential LEED Silver requirement is not included in this proposal since the city is filing for an exemption from this requirement.
- Phase I will include the scope outlined in this proposal while Phase II will happen at a later date under a separate contract. Phase II work will include future air conditioned space, mezzanine, generator, truck wash down area and decant facility. Where possible we are to ensure the infrastructure to the building has capacity for these future loads and uses.
- Air conditioning is planned for portions of the Phase II scope and the electrical capacity needs to take this into account. The current scope for the shop will include gas fired

Page 2

unit heaters along with garage exhaust and point of use exhaust to allow maintenance to vehicles. The intent is to store vehicles in the shop.

- We anticipate the civil engineer will coordinate the demolition of all existing underground utilities and provide new utilities to the building within 5 feet for connection of our MEP services. We will contact and coordinate the power service, phone/internet service and gas services for the building.
- We understand the city desires three phase power and we will confirm the requirements and cost for that service. They may decide to keep the assumed existing 1-phase power if cost is prohibitive to upgrade. We will provide a complete electrical design for the site and building.
- Generator provisions will be included in our design but we understand the generator is to be designed and installed in the future.
- We will help size the water service for the building and design the plumbing systems listed in your notes.
- We will design an oil/sand separator for the floor drains within the building. The physical location of the separator will be coordinated with civil if located outdoors. We understand the decant facility is a future requirement for the future exterior truck wash down area.
- Exterior and site lighting design including footcandle calculations will be provided. We will also select and layout interior lighting. Lighting fixture and control specifications are to allow multiple manufacturer types to be bid.
- Power for their compressor and welder(s) will be provided. Distribution piping for the compressed air is not included at this time.
- Per our discussion, the IBC and the city do not require a fire sprinkler system or fire alarm system for this building. The city has requested we allow for a future fire protection system so the building may be expanded. I am anticipating this will mainly be civil scope and our scope would be limited to possibly identifying a place to stub a pipe for a future fire riser.
- Included are 2 meetings for each of my engineers (Mechanical and Electrical) to attend, addendums and answering questions during the bid.
- A specification booklet will be provided for divisions 22 (Plumbing), 23 (HVAC) and 26 (Electrical).

Page 3

DELIVERABLE DOCUMENTS

We will provide a set of MEP Plans for review at 30%, 60% and 90%. Final permit and CD documents will be provided including specification booklet. Mechanical and Lighting Energy Code forms will be provided as needed.

ADDITIONAL SERVICES

The following items would be an additional service and I would be happy to provide you with a proposal and/or discuss these further if needed:

1. LEED Certification and Design
2. Structural design of supports, restraints and any seismic analysis
3. Noise design outside of using good industry standards
4. Generator sizing and design (other than provisions for future)
5. Fume hoods or specialty equipment exhaust systems
6. Compressed air distribution piping
7. Fire sprinkler or fire alarm system design
8. Lighting or power design for street frontage improvements

PROFESSIONAL FEES

I propose to complete the MEP scope of work outlined in this proposal for the following lump sum fees:

Mechanical	= \$4,770
Electrical	= \$7,380
Plumbing	= <u>\$3,780</u>
Total Base MEP Fee	= \$ 15,930

Standard reimbursables are included in fixed fees.

PAYMENT AND INVOICE TERMS

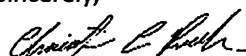
We will provide progress invoices at major milestones and every 30 days (whichever is less). Payment will be expected within 60 days of the invoice date.

Page 4

CLOSING

I look forward to teaming up with your company to make this a successful project. Please contact me if you have any questions.

Sincerely,



Chris Rensch, PE

Principal

Rensch Engineering, LLC

111 Ave. C Suite 104, Snohomish, WA 98290

360-863-6677



13228 NE 20th Street, Suite 100, Bellevue, WA 98005-2049
 Phone (425) 614-0949 Fax (425) 614-0950
 Bellevue, WA | New York, NY

STRUCTURAL DESIGN FEE AGREEMENT

July 11, 2016

Mr. Lee Driftmier
The Driftmier Architects, PS
 7983 Leary Way, NE
 Redmond, WA 98052

Re: Structural Services for the Mill Creek Public Works Shop, Mill Creek, WA
AUE No: P16401 Rev2

Dear Mr. Driftmier:

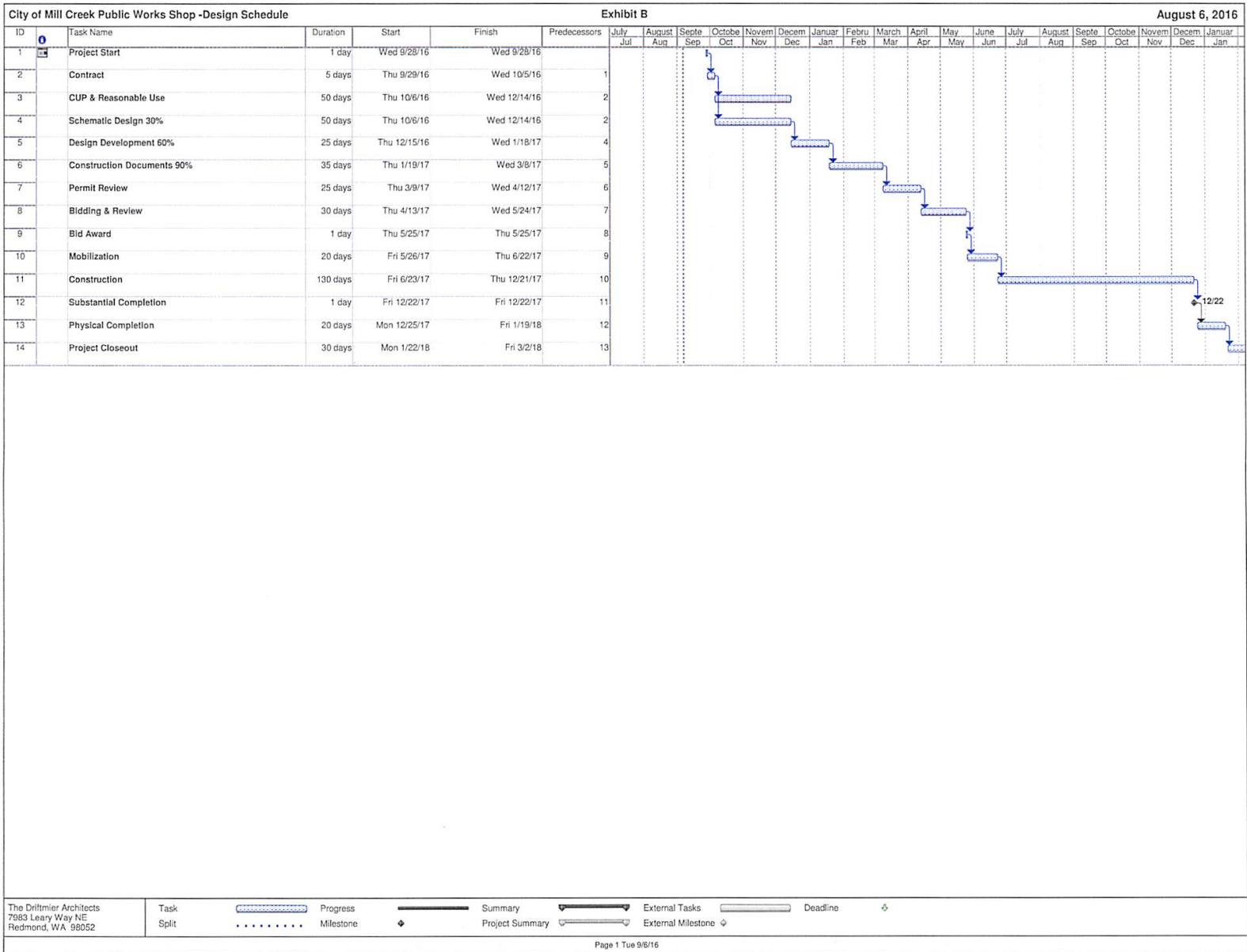
This letter is intended as a standard agreement regarding fees on the above referenced projects. AUE proposes to provide the services noted below:

<p>Structural Scope:</p> <ul style="list-style-type: none"> • Design of the foundation for a 60' x 60' Metal Building System. AUE will design the foundation and possible Masonry wall wrap (if required). The building structure above the slab level will be per MFR and not designed by AUE. • Due to grade changes across the building retainage will be required. • AUE will show a mezzanine plan (no design provided) to show the intent of a future mezzanine to be accommodated by the construction. • AUE will show a roof framing plan (no design provided) to show future crane loading and location. • Site concrete retaining walls over 4' are included within our scope. • Site platforms including a generator pad and truck wash is included. • AUE will provided construction document services only. SD or DD level drawings are not included. AUE can provide input on structure at earlier phases if needed, but cad drawings are not included at these phases. • Construction phase drawings and permit drawings in ACAD are included as well as full calculations for our scope. • No site visits during design are included. 	<p>\$6,500.00 Hourly NTE</p>
<p>Construction Administration:</p>	<p>TBD</p>
<p>Reimbursable Expenses:</p>	<p>1.1 x cost</p>

Services beyond the above scope will be provided on an hourly basis.

AUE will provide the design services on an hourly NTE basis shown above. Reimbursable expenses are included.

Insurance:



City of Mill Creek Public Works Shop
 13628 North Creek Drive, Mill Creek, WA 98012

Date: 07/21/16
 By: Lee Driftmier
 Proj. No.: 21620.00

NOTE: This estimate is for fee generation only. Actual hours and staff distribution will vary from this. Individual tasks will take more or less time.

**ARCHITECTURAL SERVICES
 TIME AND FEE ESTIMATE**

	Description	Est. Hours	Staff	Staff Hours	Rate \$/hr.	Fee
A	PROJ. MANAGEMENT:	36	Principal	12	\$165.00	\$1,980.00
			Assoc. Principal	24	\$138.00	\$3,312.00
			Drafter		\$85.00	\$0.00
			Subtotals	36		\$5,292.00
B	PRE DESIGN & APPROVALS	196	Principal	40	\$165.00	\$6,600.00
			Assoc. Principal	96	\$138.00	\$13,248.00
			Drafter	60	\$85.00	\$5,100.00
			Subtotals	196		\$24,948.00
C	SCHEMATIC DESIGN	68	Principal	8	\$165.00	\$1,320.00
			Assoc. Principal	36	\$138.00	\$4,968.00
			Drafter	24	\$85.00	\$2,040.00
			Subtotals	68		\$8,328.00
D	DESIGN DEVELOPMENT	188	Principal	12	\$165.00	\$1,980.00
			Assoc. Principal	92	\$138.00	\$12,696.00
			Drafter	84	\$85.00	\$7,140.00
			Subtotals	188		\$21,816.00
E	CONSTRUCTION DOCUMENTS	246	Principal	16	\$165.00	\$2,640.00
			Assoc. Principal	140	\$138.00	\$19,320.00
			Drafter	90	\$85.00	\$7,650.00
			Subtotals	246		\$29,610.00
F	PERMIT APPLICATION AND COORDINATION	30	Principal		\$165.00	\$0.00
			Assoc. Principal	20	\$138.00	\$2,760.00
			Drafter	10	\$85.00	\$850.00
			Subtotals	30		\$3,610.00
G	BID ADMINISTRATION	86	Principal	8	\$165.00	\$1,320.00
			Assoc. Principal	58	\$138.00	\$8,004.00
			Drafter	20	\$85.00	\$1,700.00
			Subtotals	86		\$11,024.00
H	SUBTOTAL ARCH. LABOR	850		850		\$104,628.00
I	REIMB. EXPENSE ESTIMATE	5%				\$5,231.40
J	SUBCONSULTANTS	\$99,330.00	Plus 10% Markup		\$9,933.00	\$109,263.00
	Civil Engineering (CHS)	\$40,000.00				
	Cost Estimate Consultant (The Woolsey Company)	\$3,400.00				
	Cultural Resources (Aqua Terra)	\$3,950.00				
	Geotech & Wetlands (Shannon & Wilson)	\$23,600.00				
	Landscape (Van De Vanter)	\$5,950.00				
	Mechanical, Electrical, Plumbing (Rensch Engineering)	\$15,930.00				
	Structural (AUE Engineering)	\$6,500.00				
K	GRAND TOTAL DESIGN FEES					\$219,122

**EXHIBIT D – KEY SUBCONSULTANT LIST
TO THE AGREEMENT BETWEEN
THE CITY OF MILL CREEK AND THE DRIFTMIER ARCHITECTS, PS**

Civil Engineer

CHS Engineers, LLC
12507 Bel-Red Road, Suite 101
Bellevue, WA 98005-2500

Rodney Langer, PE
Principal
Eli Zehner, PE
Project Manager
John Christensen
Survey Manager

Geotechnical and Environmental Engineer

Shannon & Wilson, Inc.
400 N 34th Street, Suite 100
Seattle, WA 98103

Martin W. Page, PE, LEG, LEED AP®
Geotechnical Engineer
Amy Summe
Senior Biologist/Permit Specialist

Structural Engineer

Armour Unsderfer Engineering Inc., P.S.
13228 NE 20th St., Suite 100
Bellevue, WA 98005-2049

Brian Unsderfer, SE, SECB
Principal-in-Charge
Karen Stoner, PE
Project Structural Engineer

Mechanical/Electrical/Plumbing Engineer

Rensch Engineering, LLC
111 Avenue C, Suite 104
Snohomish, Washington 98290

Chris Rensch, P.E., LEED AP BD+C
Principal
Tim Carr, EIT, LEED AP BD+C
Electrical Engineer
Adam Lyons, EIT
Mechanical Engineer

Landscape Architect

Van de Vanter Group Landscape Architects
7804 146th Avenue NE
Redmond, WA 98052

James Van de Vanter, RLA, ASLA
Landscape Architect

Cost Estimating Consultant

The Woolsey Company
119 N. Commercial St., Suite 235
Bellingham, WA 98225

Matthew Woolsey
Cost Estimator

Cultural Consultant

Aqua Terra Cultural Resources Consultants
5518 Trospen Lake Street SW
Tumwater, WA 98512

Sarah J. Amell, MMA, RPA
Principal Archeologist

**EXHIBIT E – KEY PERSONNEL LIST
TO THE AGREEMENT BETWEEN
THE CITY OF MILL CREEK AND THE DRIFTMIER ARCHITECTS, PS**

Architectural Firm

The Driftmier Architects, P.S.
7983 Leary Way NE
Redmond, WA 98052
(425) 881-7405
mail@driftmier.com

Rick Driftmier, AIA
Principal-in-Charge
Lee Driftmier, AIA
Project Manager
Arnold Morrison
Job Captain

**EXHIBIT F – VERIFICATION OF INSURANCE COVERAGE
TO THE AGREEMENT BETWEEN
THE CITY OF MILL CREEK AND THE DRIFTMIER ARCHITECTS, PS**

ATTACHMENTS:

Professional Liability Certificate of Insurance

General Liability Certificate of Insurance
General Liability Amendatory Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
7/15/2016

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

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

PRODUCER Shipley & Pease Insurance P O Box 928 Woodinville, WA 98072	CONTACT NAME: Stan Pease
	PHONE (A/C No. Ext.): (206) 395-7872 FAX (A/C No.): 503 282 3345 E-MAIL ADDRESS: stan@shipleyins.com
INSURED Driftmier Architects 7983 Leary Way NE Redmond, WA 98052 (425) 881-7506	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hanover Insurance Group
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **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
	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 - COM/PO/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
A	Professional Liability			LH2A159478-03	11/20/15	11/20/16	\$2,000,000 Ea Occur \$2,000,000 Aggregate \$10,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 day notice of cancellation applies except for non payment of premium. This certificate refers to but the policy itself is not limited to a specific project: Mill Creek PW Shop Design Contract - Final Revisions.

CERTIFICATE HOLDER City of Mill Creek 15728 Main St. 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
-----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DRIFT-1 OP ID: TW

DATE (MM/DD/YYYY) 07/19/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Porter Whidbey Insurance Inc. CONTACT NAME: Porter-Whidbey Insurance. INSURED: The Driftmier Architects, P.S.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, and Umbrella Liability.

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

CERTIFICATE HOLDER: CITY OF MILL CREEK. 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.



Agenda Item # _____
Meeting Date: **September 27, 2016**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: NORTH POINTE PARK DESIGN CONCEPTS

ACTION REQUESTED:

Selection of a design concept for North Pointe Park and authorization to proceed with the preparation of plans, specifications and bidding documents for the preferred park design.

KEY FACTS AND INFORMATION SUMMARY:

The City of Mill Creek owns and maintains ten neighborhood parks and one community park. Of the ten neighborhood parks, only North Pointe Park does not have any park improvements beyond a grassy open area. This 1.2 acre circular shaped park is located one block west of 35th Avenue SE off of 139th Street SE. (See map on Attachment 1.) It was constructed in 2006 by the North Pointe plat developer. Since the developer fulfilled his neighborhood park mitigation requirements with the dedication of the land to the City, it has remained unchanged as just an open grass area with some perimeter planting beds. The North Pointe Division is now built out, and many of the area residents would like to see improvements added to the park.

The City's Parks and Recreation Board worked diligently with staff and several members of the Design Review Board over the past six months to develop four design concepts for the park. (See concept drawings on Attachments 2 through 5.) The purpose of creating multiple park concept drawings was to provide a wide range of distinct design choices for the public to review and comment. Common to all four designs are perimeter and interior sidewalks for walkers, benches scattered around the park, additional trees, and park signage. None of the concepts include restrooms or large covered picnic areas. The Parks and Recreation Board wanted to ensure all the park design concepts recognized this was a local neighborhood park, not a community or "destination" park that would draw many people from neighborhoods too far away to walk. The concern was this would exacerbate the already limited parking capacity of the park and the adjacent streets. Discussions of modifying the curb and gutter on North Pointe Circle to increase parking ended when a concept level cost estimate showed the street improvements would consume much of the total park budget. A brief summary of the four designs follows.

- Enhanced Existing Park – focus on keeping the very open feel of the existing park, but add sidewalks for walking exercise, a few benches, one picnic table and some trees for shade.
- Traditional Park – as the name implies, a park with the features most people associate with a small neighborhood park: a playground area with play equipment and surrounding benches and an eating area that would include a small picnic shelter and a few small picnic tables. The Board revised the initial design to preserve more of the existing open space to maximize the area in which kids can run around and toss and kick balls.
- Natural Play Park – a concept that includes the major components of the Traditional Park concept, but the playground and play equipment element takes a different approach with

City Council Agenda Summary

Page 2

a focus on naturally occurring objects, shapes and topography. This design brings attention to the natural features of the Penny Creek drainage basin in which the park is located. This is a design concept that is rapidly gaining in popularity throughout the region.

- Arboretum – this concept provides a much wider variety of trees and shrubs within the park than the other three designs and attempts, within the confines of only 1.2 acres, to provide an arboretum feeling. The design also includes a small play area for very young children and the Board wanted to make sure some of the existing open space is preserved.

Public input on these four park design concepts was actively sought at the Mill Creek Festival and two public meetings held in the park on the evenings of July 28th and August 9th. The meetings at the park had outstanding attendance and over 127 people provided input on the design concepts via a short questionnaire available on two iPads. As shown on the attached comment summary sheet, the Natural Play Park was the overwhelming preference of the citizens attending the meetings. On September 7th the Parks and Recreation Board reviewed the summary of public comments and after discussion made a motion to recommend the Natural Play Park design concept to Council. The motion passed unanimously.

The proposed park improvements will be funded from dedicated neighborhood park mitigation fees collected from the Timber Creek development located south of 180th Street SE and east of 35th Avenue SE in the City's Urban Growth Area (UGA). These park mitigation fees were established through an agreement with the developer approved by Council Resolution 2005-371 on June 14, 2005. The City has currently received \$268,060 from Toll Brothers, the current developer, with another \$120,105 due later this year and \$113,142 due in 2017 for a total of \$501,307.

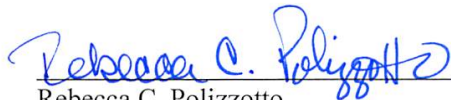
CITY MANAGER RECOMMENDATION:

The City Manager recommends authorization to proceed with the preparation of plans, specifications and bidding documents for the North Pointe Park design concept preferred by City Council.

ATTACHMENTS:

- 1 - Map showing all City owned parks
- 2 – 5, Four park concept renderings
- 6 – Summary of comments received at North Pointe public meetings

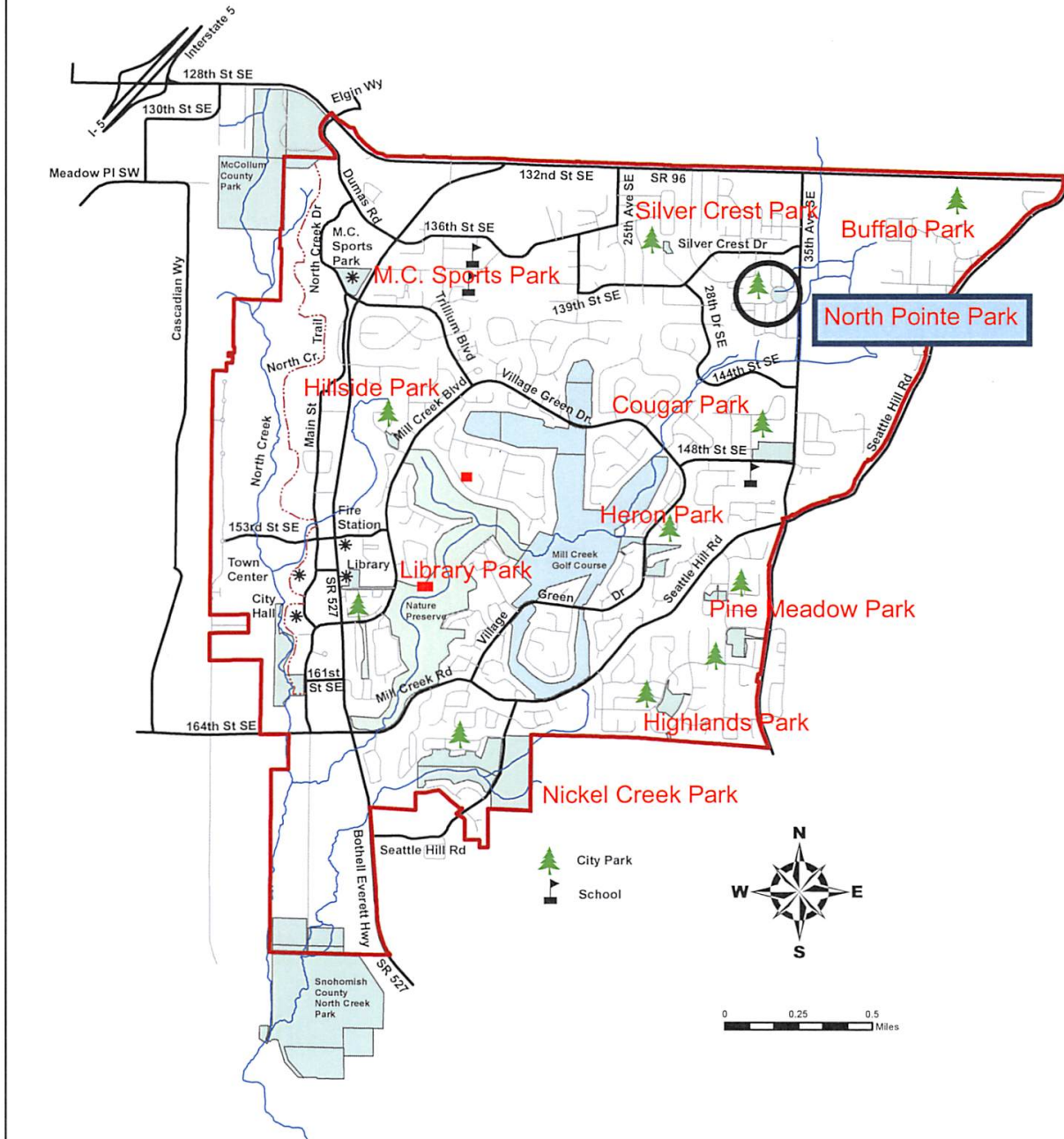
Respectfully Submitted:



Rebecca C. Polizzotto
City Manager

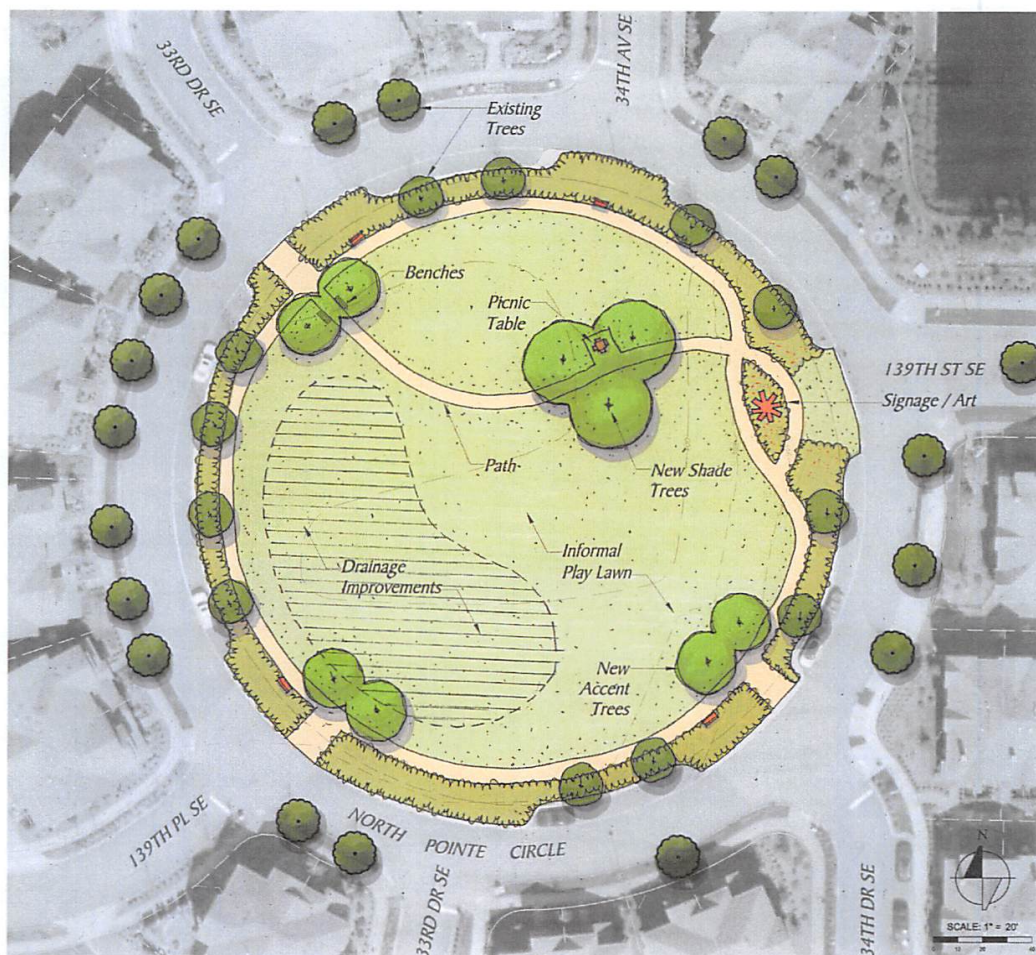
G:\EXECUTIVE\WP\COUNCIL\SUMMARY\2016\North Pointe Park Recommendation.docx

Attachment 1



City of Mill Creek

Attachment 2



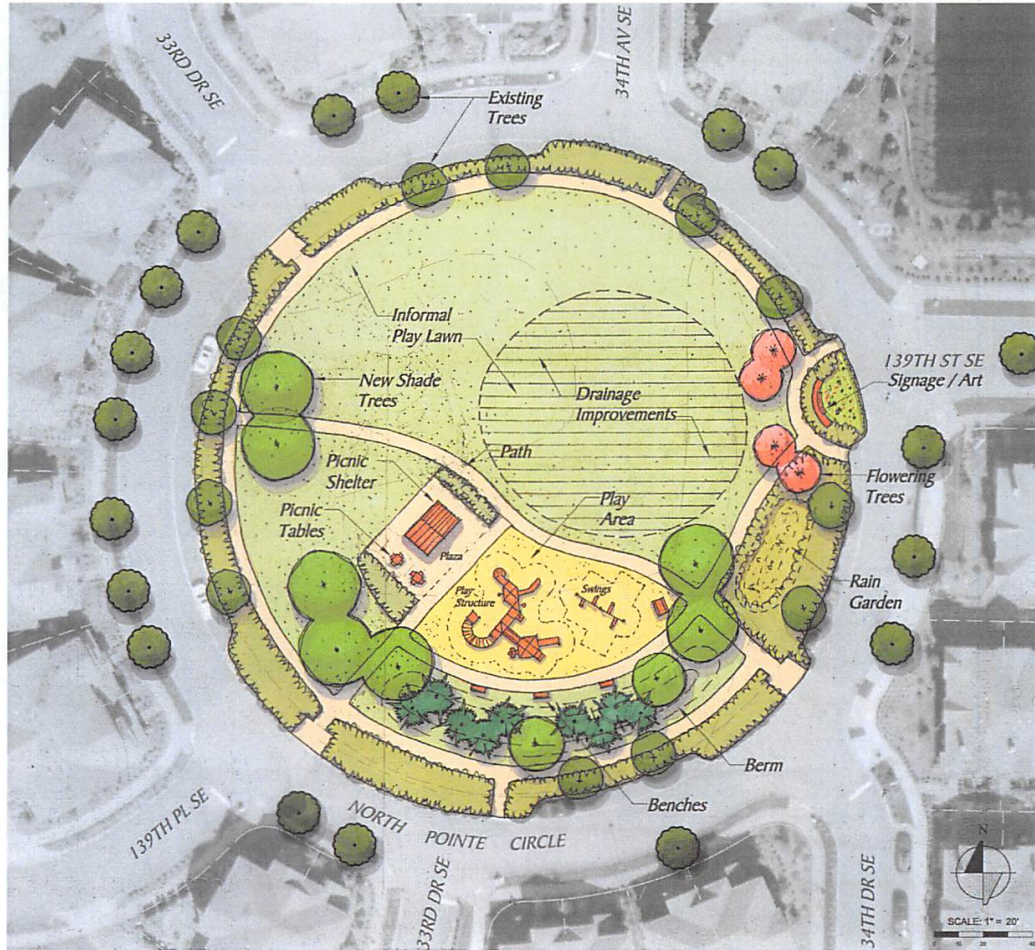
PLAN

North Pointe Park: Concept A - Enhanced Existing Park

CITY OF MILL CREEK, WASHINGTON



Attachment 3



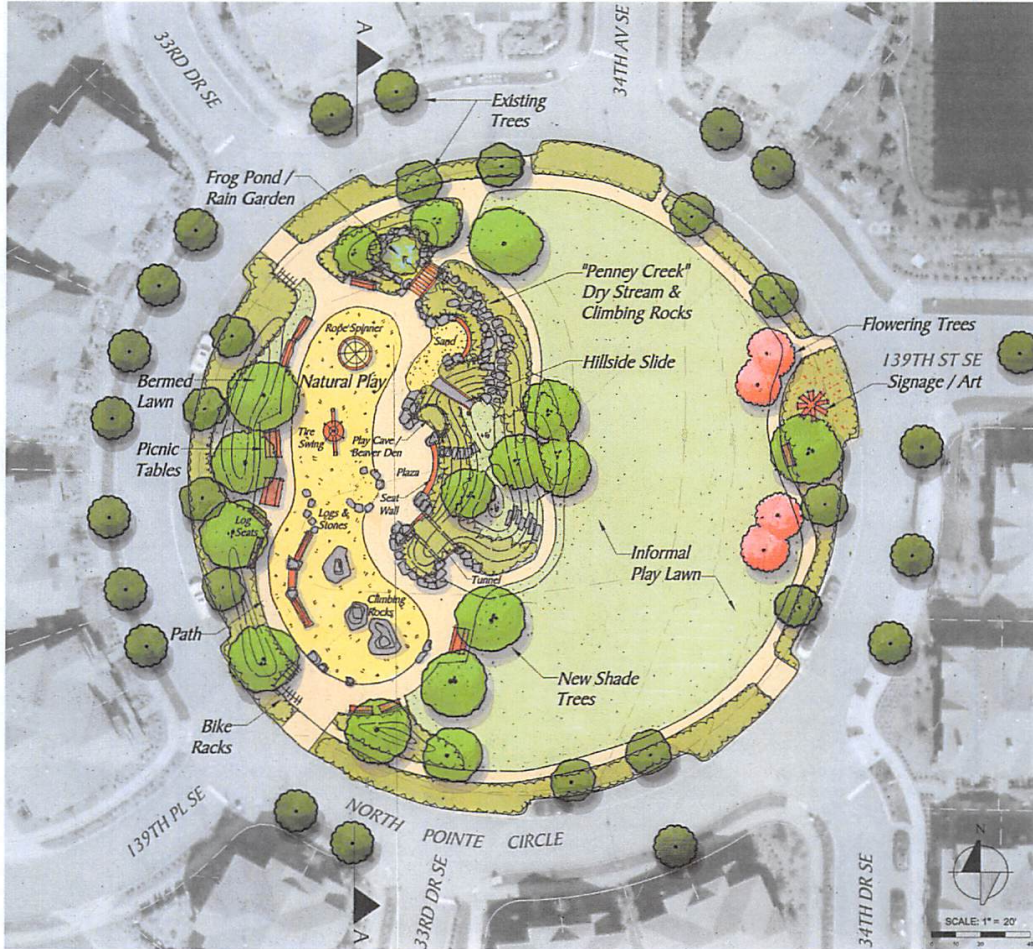
PLAN

North Pointe Park: Concept B - Traditional Village Green

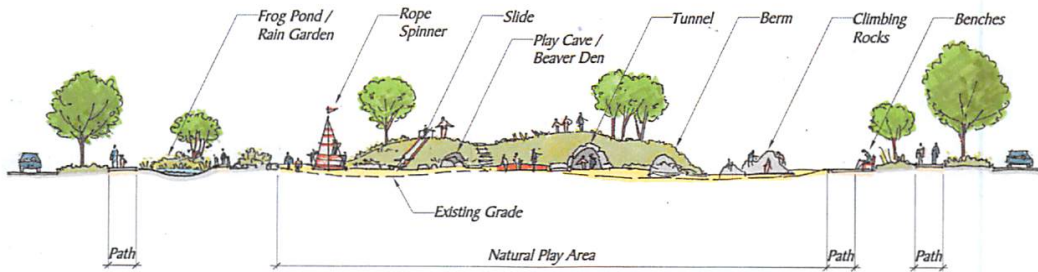
CITY OF MILL CREEK, WASHINGTON

June 21, 2019 

Attachment 4



PLAN



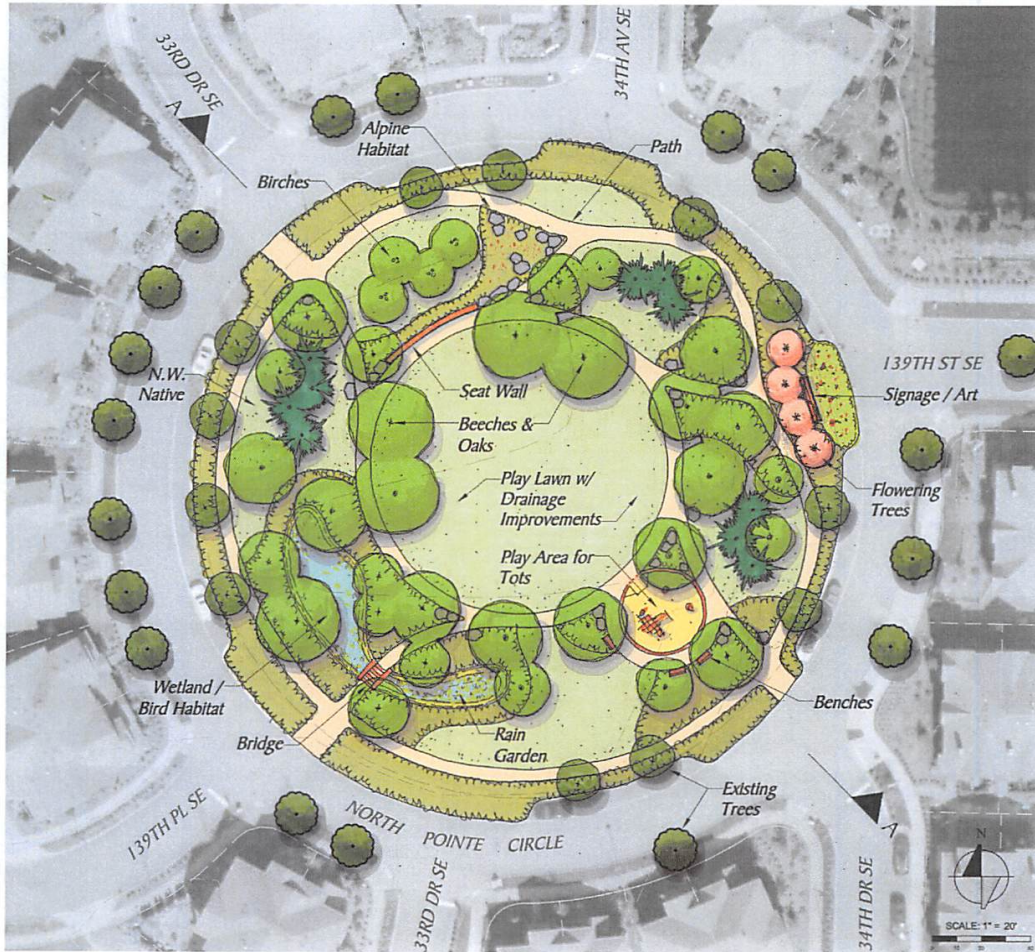
SECTION A-A

North Pointe Park: Concept C - Natural Play Park

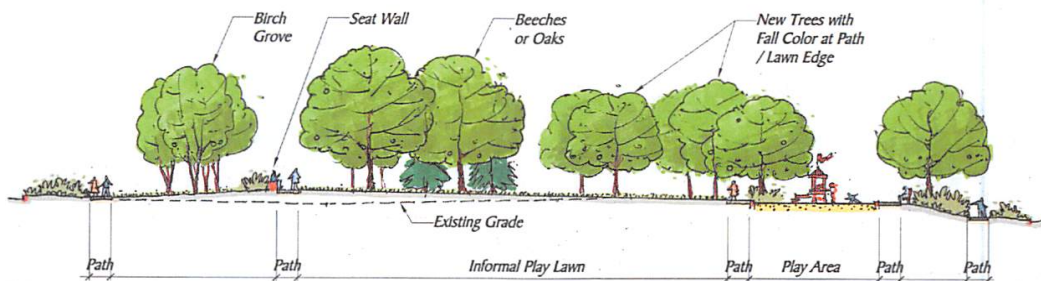
CITY OF MILL CREEK, WASHINGTON

Nov 22, 2016 triad

Attachment 5



PLAN



SECTION A-A

North Pointe Park: Concept D - Arboretum

CITY OF MILL CREEK, WASHINGTON

June 22, 2016 

Attachment 6

Public Comment Summary

Two public meetings were held at North Pointe Park on the evenings of July 28th and August 9th to show and discuss the four park design concepts. Of those that attended the meetings, 127 people took a very short electronic survey and the results are summarized below. An additional statistic not shown is 118 people said they lived within walking distance of the park.

RESULTS:

Concept	Concept Features Liked	Additional Features Desired
A: 9 votes	Benches/Picnic table: 4	Basketball hoop: 1
B: 10 votes	Natural play/Climbing area: 44	Benches: 14
C: 74 votes	Open space: 9	Dog area/Fenced dog area: 4
D: 34 votes	Play ground: 8	Lighting: 2
	Rain garden: 4	Parking: 2
	Trees: 16	Play ground: 6
	Tunnel: 10	Rain garden: 2
	Walking paths: 6	Shelter: 8
	Water area: 5	Swings: 6
		Tot area: 3
		Trees: 5
		Walking paths: 4
		Water feature: 3
		Water fountain: 1
		WiFi: 2



Date: September 27, 2016

A/P Check Batches		
Dated	Check Numbers	Amount
09/15/2016	55929-55992	\$265,850.84
09/21/2016	Wire-Union 76-Fuel-Aug	\$4,081.83
Total		\$269,932.67

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 55929 through 55992, and Wire in the amount of \$269,932.67.

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

Councilmember

Councilmember

Finance Director

City Manager

[Signature]

[Signature]

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

Payment Details Report



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/21/2016 10:36:47 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 169LA3344AG20V17

Template Name: Fleet
Template Code: Fleet

Debit Account Information

Debit Bank: 125000024
Debit Account: 000060104700
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: 76 Fleet WEX BANK
Beneficiary Address: 97 Darling Ave.
Beneficiary City: Portland
Beneficiary Postal Code:
Beneficiary Country: US - United States of America

Beneficiary Account: 4539508
Beneficiary Bank ID: 071000288
BMO HARRIS BANK NA
111 W MONROE ST
CHICAGO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 4,081.83

Value Date: 09/21/2016

Optional Information

Sender's Reference Number: 169LA3344AG20V17

Beneficiary Information: 76 FLEET
Acct 0201 00 105915 3
City of Mill Creek

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke

Input Time: 09/21/2016 10:34:11 AM CDT
Time: 09/21/2016 10:36:33 AM CDT

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 9/21/2016 4:17 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
55929	ALLPLAY 2016-111	Allplay Systems LLC Replacement Speedway Seat, Chain & Cover-Ca	09/15/2016		926.12
				Total for Check Number 55929:	0.00 926.12
55930	AMTESTIN 94343	Am Test, Inc 5 Fecal Coliform Analysis	09/15/2016		125.00
				Total for Check Number 55930:	0.00 125.00
55931	APPDANST 6229	Applause Studio Inc Musical Theater Camp 08/29-09/01 #6229	09/15/2016		916.00
				Total for Check Number 55931:	0.00 916.00
55932	BESTTREE 081516-4	Best Tree Service Tree Removal-Nickel Creek Park-Lakes HOA-P	09/15/2016		1,401.23
				Total for Check Number 55932:	0.00 1,401.23
55933	BANKCR21 1 2 3	Business Card 1 Inch Binders-Exec Supplies Parking 08/11-AWC Legislative Priorities Comn Budget Supplies	09/15/2016		24.72 8.00 28.56
				Total for Check Number 55933:	0.00 61.28
55934	BANKCR23 1 2	Business Card Home Again Microchip Membership-Rasko Car Cover-Retro Police Car	09/15/2016		19.99 71.48
				Total for Check Number 55934:	0.00 91.47
55935	BANKCR24 1 2 3 4	Business Card Parking-7/31-08/05-GFOA Training Chicago-P I Train-08/05-GFOA Training Chicago-P Lauerma Dinner-08/05-GFOA Training Chicago-P Lauern Checked Bag-08/05-GFOA Training Chicago-P I	09/15/2016		104.51 3.00 12.29 25.00
				Total for Check Number 55935:	0.00 144.80
55936	HRSUSA 069426	Capital One Commercial Bottled Water/Popcorn-Movie Humor Event-We	09/15/2016		24.37
				Total for Check Number 55936:	0.00 24.37
55937	CINTAS 460651060 460651060A	Cintas Corporation Loc. #460 Floor Mat Service 08/05 Floor Mat Service 08/05	09/15/2016		45.19 26.31
				Total for Check Number 55937:	0.00 71.50

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
55938	CIEDMOND RGG-160067	City of Edmonds Domestic Violence Coordinator - September	09/15/2016		926.59
			Total for Check Number 55938:	0.00	926.59
55939	COMCAST 0724345	Comcast Internet for ITS 09/14-10/13	09/15/2016		96.33
			Total for Check Number 55939:	0.00	96.33
55940	COPIETC AR18173	Copiers Etcetera, Inc. Lease Buyout-SP8300dn Printer SN: T423M110	09/15/2016		384.65
			Total for Check Number 55940:	0.00	384.65
55941	DEPTL&I1 200382	Dept of Labor & Industries Elevator Operating Permit-Annex Bldg	09/15/2016		129.00
			Total for Check Number 55941:	0.00	129.00
55942	FELDMAJ August 2016	Feldman & Lee, P.S. Public Defender Contract Flat Fee - Aug	09/15/2016		8,750.00
			Total for Check Number 55942:	0.00	8,750.00
55943	FIRESTON 206608	Firestone Complete Auto Care Remove & Replace Condenser-Car #	09/15/2016		786.87
			Total for Check Number 55943:	0.00	786.87
55944	FLOWTECH Pay Est #3	Flow Technologies 2016 Catch Basin Cleaning & CCTV Inspec-Pay	09/15/2016		33,541.58
			Total for Check Number 55944:	0.00	33,541.58
55945	GTENORTH 425 316-3862	Frontier Phone Line Chgs-Alarm	09/15/2016		142.12
			Total for Check Number 55945:	0.00	142.12
55946	NWCASC 0550117263 0550117264	Honey Bucket Hand Sanitizer & Seat Covers-Skyhawks Day C; Honey Bucket Rental-Kids Fun Run Event	09/15/2016		4.74 240.00
			Total for Check Number 55946:	0.00	244.74
55947	HORIZON 2M050429	Horizon Rain Bird Control Module-Highland Median Irri	09/15/2016		150.54
			Total for Check Number 55947:	0.00	150.54
55948	INTEGRA 14107490	Integra T-1 Monthly Chgs - Sept	09/15/2016		612.20
			Total for Check Number 55948:	0.00	612.20
55949	INTSTBAT 1905701034384	Interstate All Battery Center 2 - 12V Batteries-148th School Lights	09/15/2016		102.11
			Total for Check Number 55949:	0.00	102.11
55950	INTOXMET 542166	Intoximeters Inc 1 Drygas - Calibrations PBT's	09/15/2016		214.58

AP Checks by Date - Detail by Check Date (9/21/2016 4:17 PM)

Page 2

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 55950:	0.00	214.58
55951	JOHNCLNR 1829	John's Cleaning Services Inc Uniform Dry Cleaning & Repairs - August	09/15/2016		110.32
			Total for Check Number 55951:	0.00	110.32
55952	JRWENTRP 3551	JRW Enterprises Restroom Door Repair-Library	09/15/2016		390.07
			Total for Check Number 55952:	0.00	390.07
55953	KROESENS 33259-2	Kroesen's Uniform Company 1 Pr Pants, 1 LS Shirt-S Smith	09/15/2016		126.36
			Total for Check Number 55953:	0.00	126.36
55954	LESSCHW 39500295274	Les Schwab LOF-Car#33	09/15/2016		38.46
			Total for Check Number 55954:	0.00	38.46
55955	LITHTENW 61467	LithtexNW Business Cards Imprints-Elwin,Saga,Mudwiler,	09/15/2016		164.85
			Total for Check Number 55955:	0.00	164.85
55956	METRTRAN 4926-AR10184	Metropolitan Transportation Commission Street Saver Annual Renewal 11/1-10/31	09/15/2016		1,500.00
			Total for Check Number 55956:	0.00	1,500.00
55957	MCBUSAS 2016-1298	Mill Creek Business Assoc. Mill Creek Festival Sponsor- July 9-10 2016	09/15/2016		5,000.00
			Total for Check Number 55957:	0.00	5,000.00
55958	MCCOUCB 6285	Mill Creek Country Club Mill Creek Country Club's Swing into Golf 8/29-	09/15/2016		604.80
			Total for Check Number 55958:	0.00	604.80
55959	NWASPHLT Pay Est #3	Northwest Asphalt Inc 2016 Citywide Asphalt Repairs 09/08-Pay Est #3	09/15/2016		55,708.78
			Total for Check Number 55959:	0.00	55,708.78
55960	PACAIR 188715 188806	Pacific Air Control, Inc. Replaced Compressor & Related Parts-HVAC-L1 Replaced TXV Valve-Library HVAC-Unit 2	09/15/2016		4,915.83 2,167.08
			Total for Check Number 55960:	0.00	7,082.91
55961	PACRIMC 08/2016 08/2016A	Pacific Rim Code Services, Inc Plan Review 08/23-09/08 Aug-17 hrs, Sept-19 hr Training-Building Inspectors 08/24 1 hr & 09/07	09/15/2016		2,160.00 120.00
			Total for Check Number 55961:	0.00	2,280.00
55962	PACTOP 922540	Pacific Topsoils, Inc. Bark-Medium Grade-Highland Median	09/15/2016		75.83

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 55962:	0.00	75.83
55963	PLANTSCP 41949	Plantscapes Horticultural Services Landscape Maintenance/City Hall-August	09/15/2016		332.34
	41949A	Landscape Maintenance/Annex-August			139.23
	41949B	Landscape Maintenance/Library-August			330.67
	41949C	Landscape Maintenance/Parks-August			6,355.32
	41949D	Landscape Maintenance/Medians-August			1,150.81
	41949E	Landscape Maintenance/SR 527-August			1,192.86
	41949F	Landscape Maintenance/Pond 6-August			89.81
			Total for Check Number 55963:	0.00	9,591.04
55964	PLATT J978199	Platt Electric Supply, Inc 3 SEC Street Light Bulbs	09/15/2016		58.87
	K026359	10 Street Light Bulbs			155.98
			Total for Check Number 55964:	0.00	214.85
55965	SNOCPUD 2001-0143-4	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 08/10-09/08	09/15/2016		15.90
	2001-5445-8	2720 Seattle Hill Rd 07/14-09/08			15.90
	2007-4359-9	190 Lights - 200W Var Loc 08/01-08/30			1,664.40
	2013-5396-8	15728 Main St 08/10-09/06			1,586.97
	2013-6774-5	902 164th St SE 08/04-09/01			31.86
	2016-6351-5	14600 16th Ave SE 08/04-09/01			20.01
	2016-6928-0	16110 1/2 29th Dr SE 07/28-08/29			25.75
	2017-5296-1	15429 1/2 Bothell Everett Hwy 08/05-09/02			16.76
	2017-8113-5	2701 155th St SE 08/02-08/25			23.83
	2022-3010-8	1900 164th St SE 08/12-09/08			21.06
	2024-6104-2	15803 32nd Ave SE 08/10-09/08			24.41
	2025-2921-0	386 Lights - 100W Var Loc 08/01-08/31			1,312.40
	2025-7077-6	88 Lights - 250W Var Loc 08/01-08/31			908.16
	2026-2439-1	832 Lights - 100W Var Loc 08/01-08/31			5,674.24
	2026-6749-9	2024 Seattle Hill Rd 08/12-09/08			33.00
	2027-6793-5	21 Lights - 400W Var Loc 08/01-08/31			298.20
	2029-0994-1	6 Lights - 150W Var Loc 08/01-08/31			27.42
	2029-2633-3	14729 12th Ave SE 07/29-08/30			17.49
	2029-5905-2	4842 SAC 08/05-09/02			52.06
	2030-2812-1	4560 SAC 08/03-08/31			36.52
	2032-5163-2	15510 Village Green Dr 08/02-08/25			12.72
	2033-4808-1	14810 35th Ave SE 08/10-09/08			56.54
	2033-8815-2	15429 Bothell Everett Hwy 08/05-09/02			20.01
	2047-1752-4	9 Lights - 200W Var Loc 08/01-08/31			50.76
	2047-1753-2	38 Lights - 250W Var Loc 08/01-08/31			269.80
	2047-1754-0	39 Lights - 400W Var Loc 08/01-08/31			417.30
	2050-8723-2	17 Lights - 100W Var Loc 08/01-08/31			49.98
	2054-9532-8	49 Lights - 20W Var Loc 08/01-08/31			16.17
	2203-1739-0	1 Light - 240W Var Loc 08/01-08/31			7.51
	2206-1241-0	15601 22nd Ct SE 08/02-08/25			13.56
	2207-6351-0	13332 44th Ave SE 08/03-08/31			49.16
			Total for Check Number 55965:	0.00	12,769.85
55966	PSRC 2017048	Puget Sound Regional Council Annual Membership Dues 07/01-06/30	09/15/2016		7,189.00
			Total for Check Number 55966:	0.00	7,189.00
55967	RONGERJ	John Rongerude P.S.	09/15/2016		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	8428	Conflict Public Defender 6Z0572300			300.00
			Total for Check Number 55967:	0.00	300.00
55968	SCBOWBO 567	SCWBOA Officials-1 Man Game-3 on 3 Tournament	09/15/2016		390.00
			Total for Check Number 55968:	0.00	390.00
55969	SNOCOSHO 1000417350	Snohomish County Sheriff's Office Range Use - 9.5 Hours 08/02	09/15/2016		551.00
			Total for Check Number 55969:	0.00	551.00
55970	SHI B05406544	SHI International Corp Office Computer Hardware-P & R	09/15/2016		122.03
			Total for Check Number 55970:	0.00	122.03
55971	SHORTCR 491670 491671 491671A 491672	Short Cressman & Burgess PLLC Prof Legal Serv-Finance-August Prof Legal Serv-DCED-August Prof Legal Serv-Engr-August Prof Legal Serv-IT-August	09/15/2016		31.00 570.00 3,510.00 310.00
			Total for Check Number 55971:	0.00	4,421.00
55972	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017 40191-27914	Silverlake Water District 132nd & SR 527 Irrig 08/01-08/31 13617 28th DR Se Irrig 08/01-08/31 15429 1/2 Bothell Everett Hwy 08/01-08/31 15429 Bothell Way-Irrig 08/01-08/31 Hillside Irrig 08/01-08/31 13903 N Creek Dr-Irrig 08/01-08/31 13903 N Creek Dr 08/01-08/31 SR 527-Irrig 08/01-08/31 14600 SR 527-Irrig 08/01-08/31 13800 N SR 527-Irrig 08/01-08/31 1600 SR 527-Irrig 08/01-08/31 15200 SR 527-Irrig 08/01-08/31 15100 N SR-Irrig 08/01-08/31 SR 527 & Trillium Blvd-Irrig 08/01-08/31 14600 SR 527-Irrig 08/01-08/31 SR 527 & Dumas Rd-Irrig 08/01-08/31 Dumas Rd Irrig 08/01-08/31 14721 12th Ave SE-Irrig 08/01-08/31 13315 45th Ave SE-Restroom 08/01-08/31	09/15/2016		39.10 7.60 57.10 99.85 129.10 248.35 75.05 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 22.30 7.60 64.15
			Total for Check Number 55972:	0.00	818.60
55973	SNOCOPW 1000417242 1000417243 1000417244	Snohomish County Public Works RR6138-Overlay Program-MC Road-July RR7553-Mill Crk Rd & Village G-Signal Maint- RR7797-Aid Agreement-2016 Crack Seal/Chip	09/15/2016		15,425.31 230.23 59,543.55
			Total for Check Number 55973:	0.00	75,199.09
55974	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Prem MEBT-ER Paid-Sept	09/15/2016		6,897.91
			Total for Check Number 55974:	0.00	6,897.91

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
55975	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem. MEBT-ER Paid-Sept	09/15/2016		4,002.86
				Total for Check Number 55975:	4,002.86
55976	STARDMSV 0116702-IN 0116703-IN 0116726-IN	Stardom Services Inc Janitorial Services - August - Annex Janitorial Services - August - City Hall Floor Waxing - Police Dept	09/15/2016		1,184.13 995.00 425.00
				Total for Check Number 55976:	2,604.13
55977	STERICYC 3003554638	Stericycle Inc Biomedical Waste Services - Monthly Fee	09/15/2016		10.36
				Total for Check Number 55977:	10.36
55978	STRAUSE 6202 Drop-Ins	Erica Strauss Purna Yoga-Beg 07/27-09/07 #6202 Yoga Drop Ins	09/15/2016		112.00 112.00
				Total for Check Number 55978:	224.00
55979	SUMLAW 80263	Summit Law Group Prof Serv-General Labor-Guild Through 07/31	09/15/2016		4,704.34
				Total for Check Number 55979:	4,704.34
55980	TERMINIX 358025531	Terminix Processing Center Pest Control-WO#14511098213-MC Library	09/15/2016		75.39
				Total for Check Number 55980:	75.39
55981	SHERWILL 7201-2	The Sherwin-Williams Co 15 Gal Street & Median Paint	09/15/2016		337.64
				Total for Check Number 55981:	337.64
55982	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations-Aug	09/15/2016		25.00
				Total for Check Number 55982:	25.00
55983	USBANK 386000139	US Bank NA - Custody Investment Custody Charges 08/01-08/31	09/15/2016		84.00
				Total for Check Number 55983:	84.00
55984	UULC 6080164 6080164A	Utilities Underground Location Center On Call Location Service - 97 Locates On Call Location Service - 97 Locates	09/15/2016		62.57 62.56
				Total for Check Number 55984:	125.13
55985	VERIZON 9769020574 9769020574A 9769020574B 9769020574C 9770659251 9770665950 9770665950A	Verizon Wireless Broadband Unlimited 06/21-07/20-Exec Access & Usage Chgs 06/21-07/20-Bldg Access & Usage Chgs 06/21-07/20-SW Access & Usage Chgs 06/21-07/20-Engr Air Cards/USB Cell Chgs 07/21-08/20-Police Access & Usage Chgs 07/21-08/20-Parks Access & Usage Chgs 07/21-08/20-PW	09/15/2016		40.01 119.75 36.62 58.69 1,344.35 127.49 63.75

AP Checks by Date - Detail by Check Date (9/21/2016 4:17 PM)

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AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9770665950B	Access & Usage Chgs 07/21-08/20-Admin			21.23
	9770674131	Access & Usage Chgs 07/21-08/20-P & R			131.64
			Total for Check Number 55985:	0.00	1,943.53
55986	WRPA WRPA Membership	WA Recreation & Park Assoc. 2016 Gold Agency Membership Renewal-WRPA	09/15/2016		443.00
			Total for Check Number 55986:	0.00	443.00
55987	WASTPAT 117000426 117000426A 117001509	Washington State Patrol Background Checks - July - Maint Aids Background Checks - July - Engr Intern Background Checks - August	09/15/2016		36.00 12.00 59.00
			Total for Check Number 55987:	0.00	107.00
55988	WASTEMN 0428551-2677-9	Waste Management-Northwest 15728 Main St-St Sweeper-Aug	09/15/2016		48.14
			Total for Check Number 55988:	0.00	48.14
55989	WINSUPP 014648-00 014717-00 014729-00	Winsupply Company Supplies-Irrigation Repairs-Heron Park Supplies-Irrigation Repairs-Pine Meadow Park Supplies-Irrigation Repairs-Pine Meadow Park	09/15/2016		13.92 82.33 14.02
			Total for Check Number 55989:	0.00	110.27
55990	WRIGHTJ Reimb Footwear Reimb FootwearA Reimb FootwearB	Jere Wright Reimb Boots AFSCME Contract-J Wright Reimb Boots AFSCME Contract-J Wright Reimb Boots AFSCME Contract-J Wright	09/15/2016		70.00 70.00 60.00
			Total for Check Number 55990:	0.00	200.00
55991	AFSCME August	WSCCCE, AFSCME, AFL-CIO Union Ducs - AFSCME-August	09/15/2016		714.31
			Total for Check Number 55991:	0.00	714.31
55992	ZAC&THON 1208	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer-August	09/15/2016		8,701.91
			Total for Check Number 55992:	0.00	8,701.91
			Total for 9/15/2016:	0.00	265,850.84
			Report Total (64 checks):	0.00	265,850.84



Date: September 27, 2016

Payroll Check Batches		
Dated	Check Numbers	Amount
09/23/2016	ACH Automatic Deposit Checks	\$148,090.99
09/23/2016	ACH Wire- FWT & Medicare Taxes	\$31,842.81
09/09/2016	ACH Wire MEBT- Wilmington Trust	\$18,446.97
09/09/2016	ACH Wire- MCPD Guild Dues	\$1,940.00
09/09/2016	ACH Wire- United Way Donations	\$735.26
09/09/2061	ACH Wire- BAC- Flex Spending Acct	\$1,257.62
Total		\$202,313.65

Voided Checks	
Numbers	Explanation

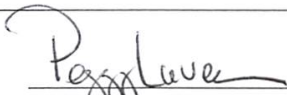
CLAIMS APPROVAL


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 \$202,313.65.

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

Councilmember

Councilmember



 Finance Director


 City Manager

G:\Finance\WP\Payroll\Payroll Voucher Approval .doc

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:38 Pay Date:09/23/2016 P/E Date:09/15/2016
 Qtr/Year:3/2016 Run Time/Date:20:02:18 PM EDT 09/19/2016

Taxes Debited	Federal Income Tax	25,374.11		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,234.31		
	Medicare - ER	3,234.39		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	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	31,842.81		
Other Transfers	Full Service Direct Deposit Acct. No.000060104700Tran/ABA125000024	148,090.99		
	Total Amount Debited From Your Account		179,933.80	Total Liability 179,933.80
Bank Debits & Other Liability	Checks	0.00		179,933.80
	Adjustments/Prepay/Voids	0.00		179,933.80
Taxes- Your Responsibility	None this payroll			179,933.80

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/09/2016 3:09:07 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1699E4400RGO1D99

Template Name: WILTRUST
Template Code: WILTRUST

Debit Account Information

Debit Bank: [REDACTED]
Debit Account: [REDACTED]
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

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

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

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 18,446.97

Value Date: 09/09/2016

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankottke
Approved: sankottke
Initial Confirmation: WTX:2016090900341650

Input Time: 09/09/2016 2:44:09 PM CDT
Time: 09/09/2016 3:08:51 PM CDT

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/09/2016 3:09:07 PM CDT

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

Status: Confirmed by Bank
Transaction Number: 1699E391394O1754

Template Name: GUILD DUES
Template Code: GUILD

Debit Account Information

Debit Bank: [REDACTED]
Debit Account: [REDACTED]
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: Mill Creek Police Officer Guild
Beneficiary Address: PO Box 13261
Beneficiary City: Mill Creek
Beneficiary Postal Code: 98082
Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]
Beneficiary Bank ID: [REDACTED]
BANK OF AMERICA, NA
1424 164TH ST SW
LYNNWOOD
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,940.00

Value Date: 09/09/2016

Optional Information

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankotke
Approved: sankotke
Initial Confirmation: WTX:2016090900341649
Confirmation #: BOOK:2016090900341649

Input Time: 09/09/2016 2:39:23 PM CDT
Time: 09/09/2016 3:08:51 PM CDT

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/09/2016 3:09:07 PM CDT

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

Status: Confirmed by Bank
Transaction Number: 1699E4239K6O1127

Template Name: United Way
Template Code: United Way

Debit Account Information

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

Beneficiary Details

Beneficiary Name: United Way of Snohomish County
Beneficiary Address: 3120 McDougall Ave, STE 200
Beneficiary City: Everett
Beneficiary Postal Code: 98201
Beneficiary Country: US - United States of America

Beneficiary Account: ██████████
Beneficiary Bank ID: ██████████
UNION BANK, N.A.
30343 CANWOOD ST, STE 100
AGOURA HILLS
US - United States of America

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 663.26

Value Date: 09/09/2016

Optional Information

Sender's Reference Number: 1699E4239K6O1127

Beneficiary Information: United Way from City of Mill Creek

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankotke
Approved: sankotke
Initial Confirmation: WTX:2016090900341651
Confirmation #: FEDR:20160909B6B7HU3R012060

Input Time: 09/09/2016 2:42:48 PM CDT
Time: 09/09/2016 3:08:51 PM CDT

Payment Approval Confirmation



Company: City of Mill Creek
Requester: Kottke, Sandy
Run Date: 09/09/2016 3:09:07 PM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Processing by Bank
Transaction Number: 1699E3758RAM0595

Template Name: Benefit Administration Company
Template Code: BAC

Debit Account Information

Debit Bank: [REDACTED]
Debit Account: [REDACTED]
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: Benefit Administration Company
Beneficiary Address: P.O. Box 550
Beneficiary City: Seattle
Beneficiary Postal Code: 98101-0550
Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]
Beneficiary Bank ID: [REDACTED]
THE BANK OF WASHINGTON
5901 196TH ST SW
LYNNWOOD
US - United States of America

Beneficiary Email: sll@baclink.com
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,257.62

Value Date: 09/09/2016

Optional Information

Sender's Reference Number: DayCare / Health

Beneficiary Information: City of Mill Creek

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: sankotke
Approved: sankotke

Input Time: 09/09/2016 2:38:08 PM CDT
Time: 09/09/2016 3:08:51 PM CDT



CITY COUNCIL MINUTES

July 26, 2016

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem (Absent)
Sean Kelly
Donna Michelson
Vince Cavaleri
Mike Todd
Mark Bond

July 26, 2016
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the Acting City Clerk with all Councilmembers present except Mayor Pro Tem Holtzclaw.

MOTION: Councilmember Michelson made a motion to excuse Mayor Pro Tem Holtzclaw, Councilmember Kelly seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

PRESENTATIONS:

Proclamation: National Night Out
(Mayor Pruitt)

OLD BUSINESS:

Council Discussion: East Gateway Urban Village Land Use

On October 6, 2015, the City Council authorized the City Manager to negotiate and execute a contract with ECONorthwest for a market feasibility and fiscal impact study for the 132nd Street Corridor. The contract was executed, and on October 27, 2015, the project was initiated with an introductory presentation to the City Council. On December 8, 2015, ECONorthwest presented the market feasibility portion of the study. On January 12, 2016, the City Council held a visioning workshop to discuss what they would like to see in the East Gateway Urban Village and the remaining 132nd Street Corridor. On February 23, 2016, ECONorthwest presented summary results of a market assessment of scenarios and identified the incentives or actions that would likely be necessary to implement higher end retail development.

During the discussion at the February 23, 2016 meeting, the City Council requested that staff meet with members of the development community to discuss the results of the ECONorthwest study.

Council Meeting Minutes
July 26, 2016
Page 2

Consistent with that direction, staff, along with Mayor Pro Tem Holtzclaw, met with two developers. The results of that discussion were shared with the City Council at the March 22 Council meeting.

Upon initiation of the ECONorthwest study, the City Council enacted a moratorium for the undeveloped portions of the East Gateway Urban Village (EGUV). That moratorium was extended once, and expired on April 1, 2016.

At its July 5 work session, the Council indicated a desire to further discuss allowed uses at the EGUV, specifically mixed use.

CITY MANAGER RECOMMENDATION:

If the City Council determines that it desires to change the City's Comprehensive Plan and/or zoning regulations, the City Manager recommends enactment of a new moratorium to accomplish that work. The length of the moratorium will depend upon the scope of changes requested by the City Council.

In the alternative, if the City Council determines that it merely wants to manage the density of the currently allowed mixed use land use, the City Manager recommends that goal be accomplished through the required development agreement and no moratorium be enacted.

Discussion.

After lengthy discussion, it was the consensus of the Council to wait until Mayor Pro Tem Holtzclaw was able to join the discussion on the vision of East Gateway Urban Village. The Council agreed that no moratorium would be enacted at this time.

Council Discussion: Revised Mill Creek Guiding Principles

The following agenda summary information was presented:

The City Manager is working with the City Council and Leadership Team to develop a plan to guide the management and budget of the City.

This project began at the Council's retreat in February with the Council identifying the core themes guiding the City's vision, mission and values. The Council then began outlining their goals.

The leadership team then took the themes developed by the Council and refined those into specific statements. The draft Vision Statement, Mission Statement, Values Statement and Council Goals were then reviewed by each Department Director with their respective departmental employees. Employee feedback was incorporated and revisions made to the draft statements. The draft statements were then reviewed against public feedback received during the development of the communications plan. Finally, the draft statements were reviewed and revised by the Council during its July 5 work session.

The proposed *Mill Creek Guiding Principles* incorporates changes made by Council on July 5.

CITY MANAGER RECOMMENDATION:

The City Manager recommends adoption of the proposed guiding principles.

Council Meeting Minutes
July 26, 2016
Page 3

Discussion.

The Council discussed the guiding principles. A new draft will be brought back to the Council in September.

NEW BUSINESS:

Appoint EMS Levy Committee Members

(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

If passed, Mill Creek Proposition 1 on the August 2, 2016 primary election will renew and increase the expiring EMS levy. If Proposition 1 fails, the City Council has resolved to place a proposition on the ballot for the November General Election that would renew and continue the current EMS levy. As a result of this action, the City is required by State law to appoint a committee to prepare statements advocating for and against the ballot proposition. These committee appointments need to be made and submitted to the County by August 2, 2016 – before the results of the primary election are known. The current committee members are willing to continue serving if needed.

CITY MANAGER RECOMMENDATION:

Re-appoint Mark Risen to the Pro Committee.

MOTION: Councilmember Cavaleri made a motion to appoint Mark Risen to the Yes Committee for the November EMS Committee, Councilmember Bond seconded the motion. The motion passed unanimously.

Annex Building Naming

(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was presented:

The City purchased the “Annex” building in 2005. Subsequent to purchase, the Annex Building was rented out for private use. However, with expansion needs at City Hall, renovations were made to the Annex Building and City operations were expanded to that building in May of this year when staff from Community & Economic Development, Building, Engineering, Surface Water and Recreation moved into the first floor of the building.

The City held a public contest to help choose the name of the Annex building. The following submissions were received for renaming of the Annex Building:

- Mill Creek Municipal Center
- North Creek Municipal Building
- Mill Creek Citizen Center
- Mill Creek Community Center
- Recreation Pavilion
- Mt. Baker Building
- Mill Creek Commons
- North Creek Trail Building
- Community Services Building

Council Meeting Minutes
July 26, 2016
Page 4

- Mill Creek Community Complex
- C.E.R.P. Building (Community Development, Engineering, Recreation, Permitting)
- The SPACE (Support, Planning, and Community Enjoyment)
- Mill Creek Operations Center
- Annex of Knowledge
- e=Mc2
- Community Engagement
- C.P.R. Center (Community Development, Permitting, Recreation)
- Mill Creek Town Hall
- Mr. Building
- Amazing Annex
- Community Services Center
- Fifteen Seven Twenty

CITY MANAGER RECOMMENDATION:

Based on the submissions received, and the impact of the renovations and operational expansion to both City Hall and the Annex Building, the leadership team proposes designating both the Annex and City Hall buildings as a municipal campus.

The City Manager concurs with the staff and recommends renaming the Annex and City Hall buildings to the Mill Creek Municipal Campus and updating the street signage to reflect Building 720 and Building 728

Discussion.

Council discussed the choices. The consensus of the Council was to name the buildings Mill Creek Municipal Campus, City Hall North and City Hall South (instead of 720 and 728).

CONSENT AGENDA:

Approval of Checks #55631 through #55715 and ACH Wire Transfers in the Amount of \$393,655.74
(Audit Committee: Councilmember Todd and Councilmember Cavaleri)

Payroll and Benefit ACH Payments in the Amount of \$300,550.23
(Audit Committee: Councilmember Todd and Councilmember Cavaleri)

City Council Meeting Minutes of June 21, 2016

City Council Meeting Minutes of July 5, 2016

City Council Meeting Minutes of July 12, 2016

Cancel all Regular Council Meetings in the Month of August, 2016

There were no exceptions from the audit committee.

Council Meeting Minutes
July 26, 2016
Page 5

MOTION: Councilmember Cavaleri made a motion to approve the consent agenda, Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS:

Chief Elwin presented a few items to the Council. He discussed the proposal for an internet exchange safe place and a pilot project for police body cameras. More information will come back at a later meeting.

City Manager Polizzotto and the Council discussed the fire contract negotiations.

MOTION: Mayor Pruitt made a motion that the City Council has directed the City Manager to negotiate the fire contract and provide a report, Councilmember Bond seconded the motion. The motion passed unanimously.

Councilmember Todd reported on the National Night Out event coming up on August 2, 2016 at Highlands Park.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:27 p.m.

Pam Pruitt, Mayor

Kelly M. Chelin, City Clerk



CITY COUNCIL MINUTES

September 1, 2016

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly
Donna Michelson
Vince Cavaleri (Absent)
Mike Todd
Mark Bond (Absent)

**September 1, 2016
Special City Council Meeting
6:00 p.m.**

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the Acting City Clerk with all Councilmembers present except for Councilmember Cavaleri and Councilmember Bond.

MOTION: Councilmember Michelson made a motion to excuse Councilmember Cavaleri and Councilmember Bond, Councilmember Kelly seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

NEW BUSINESS:

Grant Application for the Snohomish County Hotel / Motel Small Fund Grant
(Rebecca C. Polizzotto, City Manager)

The following agenda summary information was provided:

The purpose of the Snohomish County Hotel/ Motel Small Grant Fund is to support projects which encourage tourism activities in Snohomish County and which advance the goals of Snohomish County's 2011 Strategic Tourism Plan. The source of the grant funds is the County's share of the sales tax collected on hotel and motel room rentals within Snohomish County the previous year. The Snohomish County Lodging Tax Advisory Committee (LTAC) was established by the County to review applications for funding from lodging taxes collected by the County and to make recommendations to the County Council on those applications and related lodging tax issues. Last year 36 projects were awarded totaling \$509,464.

The City of Mill Creek is in need of a coordinated tourism program to connect residents and visitors with up to date information on where to stay, visit, shop and eat. Currently we have many organizations offering community events, concerts, programs and other services. Unfortunately there

Council Meeting Minutes
September 1, 2016
Page 2

is no one place to go to figure out what is happening in town on any given day. Recreation and Tourism Interim Manager Brian Davern has come forward with a recommendation to create a new city tourism website that will feature all that Mill Creek and the surrounding area has to offer a resident, out-of-towner or out-of-state visitor. Many other neighboring cities (Bothell, Lynnwood, Edmonds, and Kirkland) currently utilize separate tourism focused websites. The site would allow one hub of information for providing an all-inclusive community calendar, various blogs, great photography, shopping options, dining options, lodging options, things to do, hikes, parks, services, newsletters and would include social media integration. The site would rely on key community stake holders like the Snohomish County Tourism Bureau to provide up-to-date content. The Mill Creek Business Association, Mill Creek Town Center Business Association and The Holiday Inn Express and Suites in Everett have all submitted letters in support of the City submitting a \$10,000 grant application

Discussion:

Council discussed whether the City needed another website, how it would benefit the City and if the traffic to the new website could be tracked.

MOTION: Mayor Pro Tem Holtzclaw made a motion to approve Resolution 2016-561, Councilmember Kelly seconded the motion.

AMENDMENT: Councilmember Todd made an amendment to the motion to have the motion include the words “The City of Mill Creek approves the project, as the budget allows.”

AMENDMENT VOTE: The amendment died due to lack of a second.

ORIGINAL MOTION VOTE: The motion passed 4-1-0 with Councilmember Todd opposed.

AUDIENCE COMMUNICATION:

(Gentleman did not provide name or address)

The resident spoke in favor of the tourism website.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 6:05 p.m.

Pam Pruitt, Mayor

Kim Mason-Hatt, Acting City Clerk



CITY COUNCIL MINUTES

September 6, 2016

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

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Sean Kelly
Donna Michelson
Vince Cavaleri
Mike Todd
Mark Bond

September 6, 2016
Regular City Council Meeting
6:00 p.m.

CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the Deputy City Clerk with all Councilmembers present.

AUDIENCE COMMUNICATION:

Will Nelson
14925 29th Dr. SE
Mill Creek, WA 98012

Mr. Nelson expressed his frustration with the high cost of fire services and the EMS Levy. He's very concerned about cost projections for these services, and where the City will be as the rates continue to increase.

NEW BUSINESS:

Presentation: Employee Recognition
(*Rebecca C. Polizzotto, City Manager*)

Discussion:

City Manager Polizzotto recognized City Engineer Scott Smith for his 15 years of service to the City.

Presentation: Snohomish Health District
(*Mark Bond, Health District Representative*)

The following agenda summary information was presented:

Item presented by the Snohomish Health District Public and Government Affairs Manager, Heather Thomas and Deputy Director & Chief Operations Officer, Pete Mayer.

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September 6, 2016
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Discussion.

The Council discussed a request by the Snohomish Health District for a \$2.00 per capita annual commitment by the City, and agreed to include this topic during budget talks.

Final Plat Approval: Seattle Ridge Road
(*Rebecca C. Polizzotto, City Manager*)

The following agenda summary information was presented:

The owner/developer, Seattle Hill North Coast LLC, has requested approval of the Final Plat of Seattle Ridge. The plat will subdivide 3.917 acres into 16 lots for single-family home development. The property is located at 14616 Seattle Hill Road.

The City's Hearing Examiner conducted a public hearing on the Preliminary Plat on December 18, 2013, and issued a decision approving the Preliminary Plat with conditions on December 31, 2013. Once the applicant has met the conditions of the preliminary plat, state law requires that the City Council approve a Final Plat for recording. The Final Plat is the instrument that actually creates each of the lots so they can be sold.

The applicant has complied with or bonded for all Conditions of Approval to the satisfaction of the Engineering Department and the Department of Community and Economic Development. Building permits cannot be issued (with the exception of model home permits) and the homes cannot be sold until the Final Plat is approved and recorded. The following bonds and fees have been posted:

1. The City is in receipt of performance bonds in the amount of \$282,155.61 to provide a surety for the completion of public improvements in the plat, which include erosion control, roadway and storm drainage facilities, curb, gutter and sidewalk.
2. The City is in receipt of performance bonds in the amount of \$179,115.19 to provide a surety for the completion of the Design Review Board-approved landscape plan improvements in the plat.
3. SEPA mitigation fees have been paid to the City, Snohomish County, Fire District #7, and the Everett School District.

Discussion:

Council discussed safety concerns regarding the road placement and whether they had the option to revisit the placement at this point. After some discussion, it was agreed that it was too late to change it now. City Manager Polizzotto proposed reviewing options for traffic calming devices and traffic enforcement internally to provide assistance as necessary.

Councilmember Todd had a question regarding one part of the map included in Attachment 4 of the materials. Director of Engineering, Scott Smith, agreed to look into it and fix any error if found. City Manager Polizzotto agreed that the Council could approve the final plat before an administrative change was made.

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September 6, 2016
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MOTION: Mayor Pro Tem Holtzclaw made a motion to approve Ordinance #2016-808 to approve the Final Plat for Seattle Ridge Road, Councilmember Cavaleri seconded the motion. The motion passed 6-1-0 with Councilmember Cavaleri voting against.

Design Review Board Appointments
(City Council)

The following agenda summary information was presented:

There are currently two positions on the Design Review Board with terms that expire on August 31, 2016. A notice soliciting new members was posted at City Hall and on the City's website. In addition, the Notify Me feature on the City's website provides an opportunity for interested parties to sign up to be notified when positions are being filled on the Design Review Board. Fifty people have signed up for this feature and were notified of the current vacancies.

Two individuals provided written responses to the notice for the vacant positions and are scheduled for interview on September 6, 2016 by a committee consisting of Councilmember Todd, Mayor Pro Tem Holtzclaw and Design Review Board Chair Dave Gunter.

Discussion.

Mayor Pro Tem Holtzclaw and Councilmember Todd spoke very highly of past contributions of the two applicants who applied to fill these positions; both applicants were recommended for a new term. Members of this board commit to a 3 year term therefore these members will sit on the board until August of 2019.

MOTION: Mayor Pro Tem Holtzclaw made a motion to appoint Tina Hastings and David Hambelton to the Design Review Board, Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA:

Approval of Checks #55716 through #55928 and ACH Wire Transfers in the Amount of \$1,426,143.47

(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

Payroll and Benefit ACH Payments in the Amount of \$284,357.42

(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

Payroll and Benefit ACH Payments in the Amount of \$243,151.70

(Audit Committee: Mayor Pruitt and Mayor Pro Tem Holtzclaw)

There were no exceptions from the audit committee.

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

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September 6, 2016
Page 4

REPORTS:

Mayor Pruitt reported on an approximate \$10,000 savings next year in the City's cost for services from SNOCOM. She also reported on a savings from SERS for public safety radio services.

Councilmember Todd reminded the Council of the invite they received for an upcoming Snohomish County Cities monthly meeting. He also advised Council of an upcoming Snohomish County Cities & Association of Washington Cities meeting being held in Edmonds and covering legislative issues.

City Manager Polizzotto presented Mayor Pruitt with the AWC Certificate of Municipal Leadership for her successful completion of the training program. She also reported on a Park and Recreation Board meeting which will be held tomorrow at 5:00 p.m. and discuss the design options provided for North Pointe. The City Manager reported very successful turnout at all public presentations and surveys for this project and has recommended the Board present to the Council soon.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

RECESS TO EXECUTIVE SESSION:

The meeting recessed to executive session at 7:22 p.m. to discuss performance of a public employee per RCW 42.30.110 (g) for approximately 30 minutes; which was subsequently extended.

RECONVENE TO REGULAR SESSION:

The meeting reconvened to regular session at approximately 9:40 p.m.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:40 p.m.

Pam Pruitt, Mayor

Joanna Lee, Deputy City Clerk



CITY COUNCIL MINUTES

September 13, 2016

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CALL TO ORDER

Mayor Pruitt called the meeting to order at 6:00 p.m.

FLAG SALUTE

Flag Salute was conducted.

ROLL CALL

Roll was called by the Deputy City Clerk with all Councilmembers present.

AUDIENCE COMMUNICATION:

There were no comments from the audience.

PRESENTATIONS:

Proclamation: VFW POW/MIA

(Mayor Pruitt)

PRESENTATIONS:

Proclamation: Edmonds Community College

(Mayor Pruitt)

NEW BUSINESS:

Authorization to hire Project Engineer

(Rebecca C. Polizzotto, City Manager)

In 2014, a gap analysis identified the need for another engineer in the Department of Public Works. While the position was never filled due to budget constraints, the need still exists and is now critically important given the merger of the Public Works and Engineering Departments.

A new Project Engineer will help provide technical support that is currently lacking in the Surface Water Division. In addition to the administrative requirements of the NPDES permit, there is a need for a qualified engineer to assist with land development review and operational support. The new position may also provide capital project management and field inspection support for the adopted CIP.

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Funding for the new position is available by reallocating available budget for the vacant Senior Planner position. A second engineer may also help reduce future consultant expenditures by performing in-house design work on relatively simple projects, such as sidewalk and storm pipe repairs, which will be an ongoing annual need for the foreseeable future. For a typical storm pipe repair project, a design consultant will cost \$50,000 - \$100,000.

Discussion:

City Manager Polizzotto presented the information to the Council.

MOTION: Councilmember Kelly made a motion to authorize the City Manager to proceed with recruitment and hiring of a Project Engineer at pay scale 18, Councilmember Michelson seconded the motion. The motion passed unanimously.

STUDY SESSION:

Discussion: Retreat Planning

(Rebecca C. Polizzotto, City Manager)

Discussion:

City Manager Polizzotto went over retreat topic ideas provided to her by councilmembers and asked the Council how frequently they would like to hold retreats. Councilmember Michelson offered that she'd like to see draft personnel policies brought for Council input. City Manager Polizzotto shared that she planned to bring the manual to the Council as each chapter is drafted, and in a work session format. Councilmember Todd suggested focusing on a high level discussion at a retreat in order to provide priority direction to staff on upcoming projects. Mayor Pruitt said that the budget process may provide some priority clarification to staff, and asked City Manager Polizzotto what she needs at this point. After a discussion the Council chose to schedule a retreat in the first quarter of 2017, with a topic of discussion being to assist the City Manager in developing a six (6) year plan for the City.

Discussion: Code Enforcement Philosophy

(Rebecca C. Polizzotto, City Manager)

Discussion:

The Council discussed their code enforcement philosophy and priorities. They agreed that there are really two approaches to code enforcement; one being a Uniformed approach (Police – parking, safety issues) and the other a more Administrative approach (look and feel of community). The Council discussed areas of the code which could use review and possible update, and City Manager Polizzotto agreed to provide code update recommendations to the Council in the future.

Presentation and Discussion: Development Update

(Rebecca C. Polizzotto, City Manager)

Senior Planner Christi Amrine presented a slideshow to the Council providing an update on all current development in the City.

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September 13, 2016
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CONSENT AGENDA:

Payroll and Benefit ACH Payments in the Amount of \$279,203.76
(Audit Committee: Mayor Pro Tem Holtzclaw and Mayor Pruitt)

There were no exceptions from the audit committee.

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

AUDIENCE COMMUNICATION:

There were no comments from the audience.

RECESS TO EXECUTIVE SESSION:

The meeting recessed to executive session at 7:21 p.m. for up to one hour for the purpose of reviewing the performance of public employees per RCW 42.30.110 (1) (e), to discuss with legal council potential litigation under RCW 42.30.110 (1) (i), and to discuss collective bargaining issues under RCW 42.30.130(4); which was subsequently extended.

RECONVENE TO REGULAR SESSION:

The meeting reconvened to regular session at approximately 9:09 p.m.

Discussion:

City Manager Polizzotto was asked to bring the differences between her contract and what department directors receive for performance and retention bonuses to the Council. City Attorney Scott Missall will then draft an amendment to the contract.

MOTION: Mayor Pro Tem Holtzclaw made a motion to authorize the City Attorney to draft an amendment to the City Manager's employment contract to authorize a performance and retention bonus feature for the City Manager, Councilmember Cavaleri seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:27 p.m.

Pam Pruitt, Mayor

Joanna Lee, Deputy City Clerk



MEMORANDUM

TO: Rebecca Polizzotto, City Manager
FROM: Peggy Lauerman, Finance Director
DATE: September 22, 2016
SUBJECT: Financial Report as of August, 2016 relating actual performance to the biennial budget ending December 31, 2016

General Fund:

The fund balance at the end of August decreased from July by \$996,000 to \$4,803,269. Biennium to date expenses are \$21.082 million and revenues are \$19.296 million. Fund balance is approximately \$100,000 lower than at the same point in time a year ago.

Revenues (see General Fund Revenue Report and related graphs):

Total General Fund revenues are \$628,000 ahead of budget to date. The City is well ahead of budget in the Licenses and Permits, Grants and Charges for Services categories.

Regular property tax revenue exceeds the budget by \$217,000 year to date. Sales taxes are \$178,000 ahead of budget. EMS property tax continues to lag by \$87,000.

Licenses and Permits is \$273,000 over the biennium budget to date with 125% collected. Franchise Fees and Permits are exceeding the budget at well over 100% of the biennium budget.

Charges for Services are at 176% of the budget to date collected and \$406,000 over budget with four months to go in the biennium. Passport fees are at 114% of the biennium budget collected. Development/Plan Check fees have more than doubled the budget at 227% collected and exceed the budget by \$270,000.

Fines and Miscellaneous are \$105,000 under budget through August. Traffic infractions and investment interest revenues continue to lag projected amounts.

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

Total General Fund expenses are 82.7% which is \$536,000 under budget through August.

Other Funds of Interest:

Park Improvement Fund:

Park Mitigation fees of \$409,000 were received in August for development related to Vintage at Mill Creek. Another \$43,000 was received for the Seattle Hill Road project. These bring the Park Mitigation fees to 185% collected year to date.

Road Improvement Fund:

Traffic Mitigation fees of \$228,000 were also received from the projects referenced above, bringing Road Improvement Mitigation fees to 314% of budget year to date.

**CITY OF MILL CREEK
FINANCIAL REPORT - ALL OTHER FUNDS
As of August 31, 2016**

Fund	Revenues			Expenditures		
	2015/2016 Estimated Revenue	2015/2016 Revenue Collected	2015/2016 % of Estimate Collected	2015/2016 Budgeted Expenditures	2015/2016 Expended	2015/2016 % of Budget Expended
SPECIAL REVENUE FUNDS:						
City Street Fund	908,713	784,708	86.4%	1,094,222	832,947	76.1%
Council Contingency	100	14	13.6%	22,000	9,000	40.9%
Municipal Arts Fund	10,000	9,655	96.5%	15,000	1,511	10.1%
Paths & Trails	4,000	4,002	100.0%	4,000	327	8.2%
Drug Buy Fund	25,000	34,465	137.9%	15,000	13,581	90.5%
Beautification Fund	0	0	0.0%	1,500	1,070	71.3%
Annex Building Fund	369,000	296,941	80.5%	860,294	518,553	60.3%
35th Avenue Reserve Fund	0	0	0.0%	236,000	191,860	81.3%
DEBT SERVICE FUNDS:						
Debt Service Fund	259,485	53,254	20.5%	259,395	36,595	14.1%
Local Revitalization	22,000	35,023	159.2%	0	0	
CAPITAL PROJECT FUNDS:						
Real Estate Excise Tax	1,470,000	2,537,103	172.6%	2,876,000	1,256,474	43.7%
Capital Improvement	1,510,000	250,017	16.6%	1,510,000	220,157	14.6%
Park Capital Improvement	517,000	898,217	173.7%	1,410,000	12,611	0.9%
Road Improvement	2,722,000	2,121,915	78.0%	2,150,000	1,442,073	67.1%
ENTERPRISE FUNDS:						
Surface Water Utility	1,513,735	1,163,645	76.9%	2,362,752	1,643,830	69.6%
Recreation Enterprise	1,245,062	910,388	73.1%	1,260,385	994,450	78.9%
INTERNAL SERVICE FUNDS:						
Equipment Replacement	325,592	218,992	67.3%	383,622	355,401	92.6%
Unemployment/Self-Insurance Reserve	0	3	0.0%	15,000	19,513	130.1%

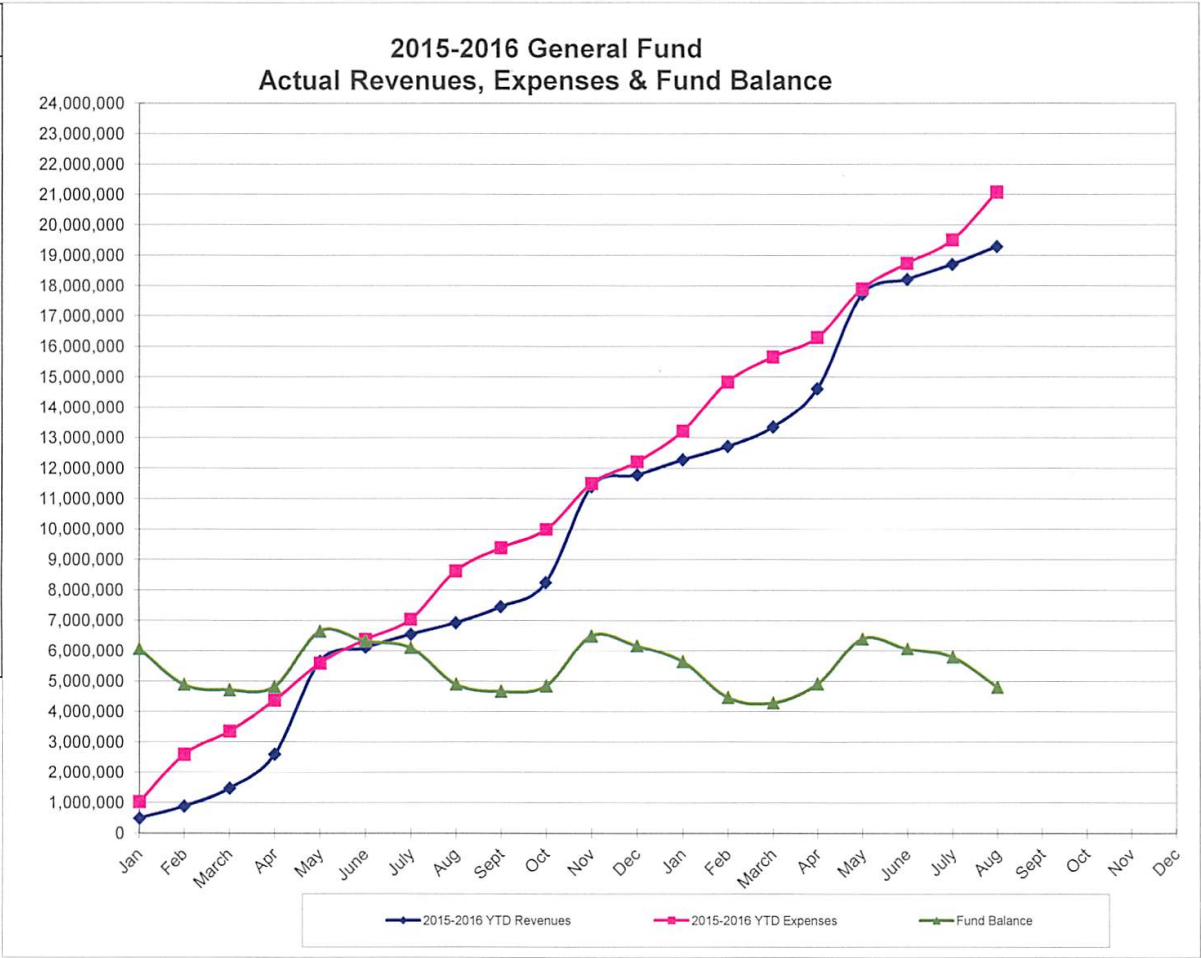
CITY OF MILL CREEK
General Fund Revenue Report
As of August 31, 2016

Revenues:	Biennial Estimate 2015/2016	Biennium Actual As of 08/31/16	Actual Over (Under) Estimate	% of Estimate Collected	Estimate of Receipts Through 08/31/16	Actual Over (Under) Estimate
Property Tax-Regular	11,615,627	9,030,891	(2,584,736)	77.7%	8,814,247	216,644
Property Tax-EMS Levy	2,484,551	1,798,826	(685,725)	72.4%	1,885,354	(86,528)
Sales Tax	4,600,000	3,923,034	(676,966)	85.3%	3,814,354	108,680
Public Safety Sales Tax	460,000	384,182	(75,818)	83.5%	447,978	(63,796)
Criminal Justice Sales Tax	540,000	515,055	(24,945)	95.4%	381,449	133,605
TOTAL TAXES	19,700,178	15,651,988	(4,048,190)	79.5%	15,343,383	308,605
Franchise Fees	755,110	722,874	(32,236)	95.7%	660,721	62,152
Business Licenses	95,000	97,200	2,200	102.3%	89,561	7,638
Building Permits	410,000	528,752	118,752	129.0%	341,667	187,085
Other Licenses/Permits	28,000	39,583	11,583	141.4%	23,333	16,249
TOTAL LICENSES & PERMITS	1,288,110	1,388,408	100,298	107.8%	1,115,283	273,125
PUD Privilege Tax	155,000	163,907	8,907	105.7%	77,500	86,407
Liquor Excise Taxes	137,387	119,126	(18,261)	86.7%	115,764	3,362
Liquor Board Profit	330,859	249,736	(81,123)	75.5%	247,780	1,956
Criminal Justice Funding	50,023	47,389	(2,634)	94.7%	43,770	3,619
Everett School District SRO	179,500	103,079	(76,421)	57.4%	179,500	(76,421)
Grants	23,000	48,826	25,826	212.3%	19,167	29,659
Other Intergovernmental	0	0	0	0.0%	0	0
TOTAL INTERGOVERNMENTAL/GRANTS	875,769	732,062	(143,707)	83.6%	683,481	48,582
Development/Plan Check Fees	186,500	423,332	236,832	227.0%	153,025	270,307
Passport Fees	425,000	483,767	58,767	113.8%	354,167	129,600
Other Charges for Services	28,600	29,757	1,157	104.0%	23,833	5,924
TOTAL CHARGES FOR SERVICES	640,100	936,857	296,757	146.4%	531,025	405,832
TOTAL FINES & FORFEITURES	402,000	226,882	(175,118)	56.4%	335,000	(108,118)
Interest on Investments	100,000	42,407	(57,593)	42.4%	83,333	(40,926)
Other Miscellaneous Revenue	116,000	140,524	24,524	121.1%	96,667	43,857
TOTAL MISCELLANEOUS REVENUES	216,000	182,931	(33,069)	84.7%	180,000	2,931
Insurance recovery	0	16,855	16,855	0.0%	0	16,855
Transfers In	640,000	160,000	(480,000)	25.0%	480,000	(320,000)
TOTAL OTHER FINANCING SOURCES	640,000	176,855	(463,145)	27.6%	480,000	(303,145)
TOTAL REVENUES	23,762,157	19,295,982	(4,466,175)	81.2%	18,668,171	627,812
BEGINNING FUND BALANCE	6,589,521	6,589,521	(0)	100.0%	6,589,521	0
TOTAL RESOURCES	30,351,678	25,885,503	(4,466,175)	85.3%	25,257,692	627,812

**General Fund Expenditure Report
As of August 31, 2016**

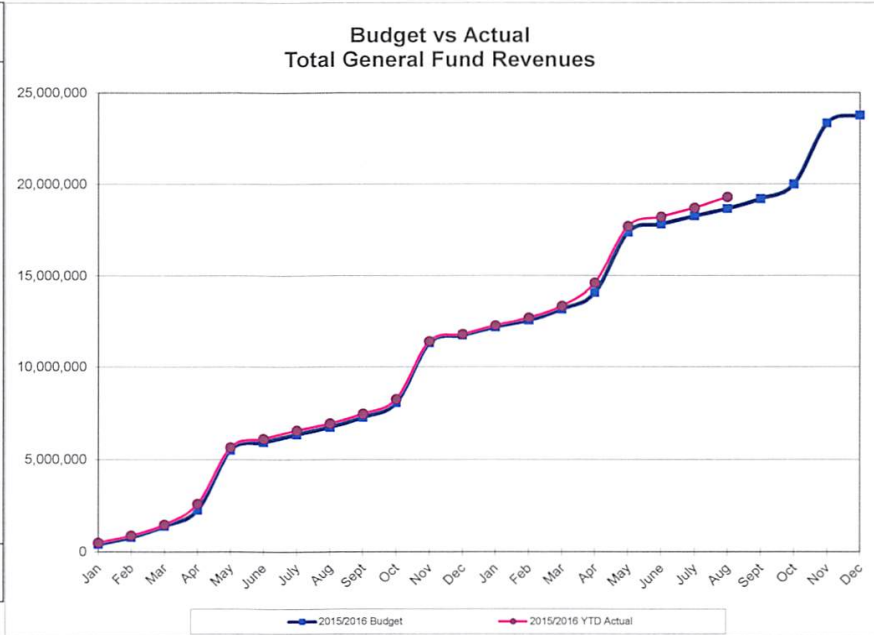
	Biennial Budget 2015/2016	Biennium Actual As of 08/31/16	Actual Over (Under) Budget	% of Budget Expended	Estimate of Spending Through 08/31/16	Actual Over (Under) Estimate
Expenditures:						
Legislative	110,195	120,712	10,517	109.5%	91,829	28,882
Executive	1,634,994	1,248,817	(386,177)	76.4%	1,382,891	(134,074)
Finance	1,351,198	1,216,873	(134,324)	90.1%	1,132,825	84,048
Police	9,157,716	7,485,480	(1,672,236)	81.7%	7,674,399	(188,918)
Criminal Justice	936,538	670,931	(265,607)	71.6%	780,448	(109,517)
Non-Department	848,349	612,096	(236,253)	72.2%	724,724	(112,628)
Fire Services	7,542,392	6,439,102	(1,103,290)	85.4%	6,558,514	(119,412)
Community Development/Building	2,242,915	1,919,546	(323,369)	85.6%	1,880,097	39,449
Public Works	1,672,780	1,368,676	(304,104)	81.8%	1,392,266	(23,590)
TOTAL EXPENDITURES	25,497,077	21,082,234	(4,414,843)	82.7%	21,617,994	(535,759)
ENDING FUND BALANCE	4,854,601	4,803,269	(51,332)	98.9%	3,639,698	1,163,571
TOTAL FINANCIAL USES	30,351,678	25,885,503	(4,466,175)	85.3%	25,257,692	627,812

Month	2015-2016 YTD Revenues	2015-2016 YTD Expenses	Fund Balance
Jan	498,453	1,020,434	6,067,540
Feb	888,356	2,589,195	4,888,681
March	1,477,497	3,350,515	4,716,502
Apr	2,600,618	4,363,653	4,826,486
May	5,649,205	5,584,091	6,654,635
June	6,117,974	6,372,560	6,334,934
July	6,556,574	7,039,286	6,106,809
Aug	6,931,719	8,617,609	4,903,632
Sept	7,454,298	9,376,688	4,667,131
Oct	8,242,928	9,986,026	4,846,423
Nov	11,404,037	11,495,950	6,497,608
Dec	11,786,601	12,208,131	6,167,991
Jan	12,276,914	13,219,323	5,647,111
Feb	12,717,087	14,839,088	4,467,521
March	13,356,451	15,659,994	4,285,978
Apr	14,618,407	16,297,589	4,910,339
May	17,709,105	17,895,785	6,402,840
June	18,221,760	18,739,228	6,072,053
July	18,714,779	19,505,423	5,798,877
Aug	19,295,982	21,082,234	4,803,269
Sept			
Oct			
Nov			
Dec			



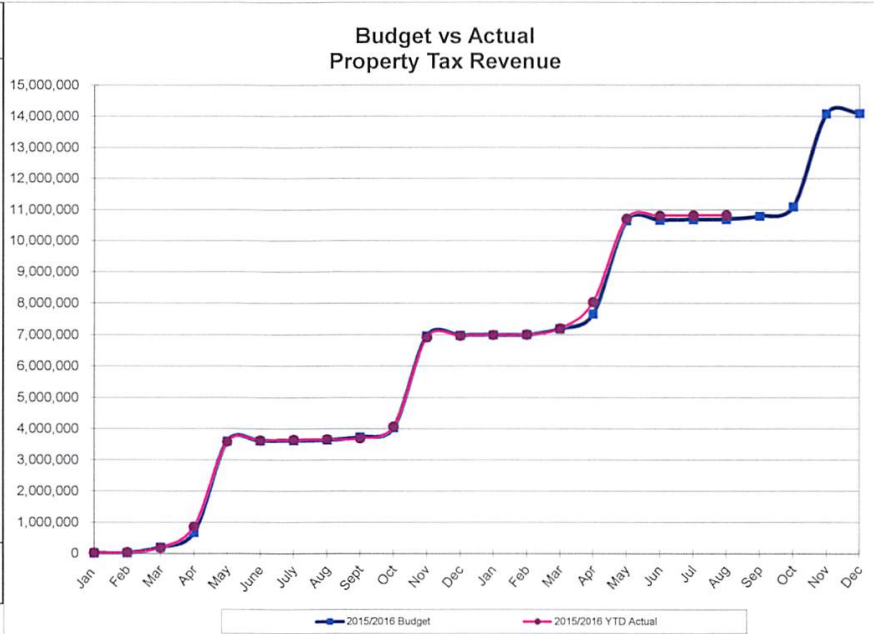
Total General Fund Revenues

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	426,231	498,453
Feb	792,238	888,356
Mar	1,404,547	1,477,497
Apr	2,270,336	2,600,618
May	5,512,894	5,649,205
June	5,935,487	6,117,974
July	6,352,897	6,556,574
Aug	6,745,742	6,931,719
Sept	7,273,898	7,454,298
Oct	8,055,817	8,242,928
Nov	11,307,099	11,404,037
Dec	11,734,138	11,786,601
Jan	12,182,788	12,276,914
Feb	12,561,664	12,717,087
Mar	13,187,188	13,356,451
Apr	14,081,538	14,618,407
May	17,388,938	17,709,105
June	17,822,289	18,221,760
July	18,263,367	18,714,779
Aug	18,668,171	19,295,982
Sept	19,209,517	
Oct	20,007,403	
Nov	23,323,917	
Dec	23,762,157	
YTD over (under) Budget		627,812
Actual % of YTD Budget		103.4%
% of Total Budget Collected		81.2%



REGULAR & EMS PROPERTY TAX

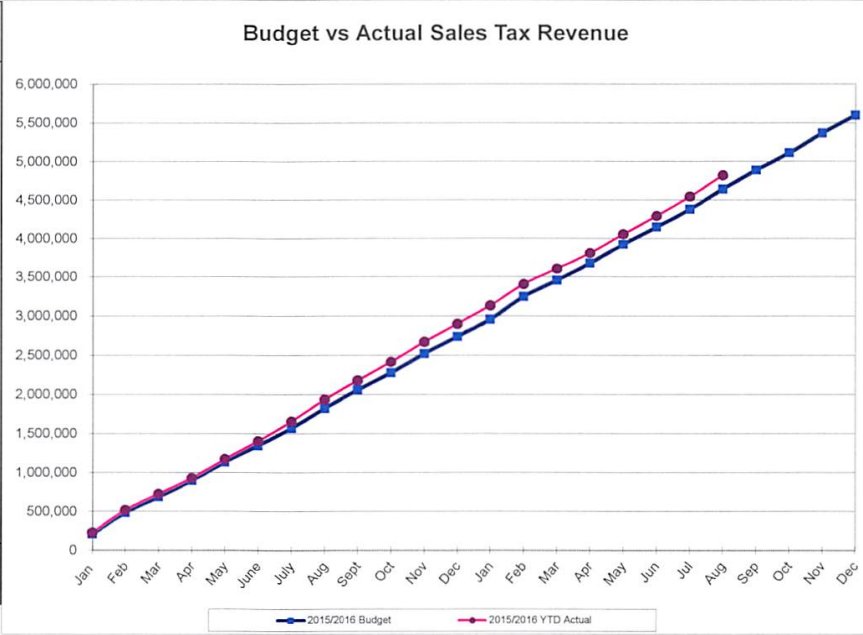
Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	13,972	29,284
Feb	20,958	39,882
Mar	202,594	186,705
Apr	670,656	866,294
May	3,604,776	3,594,032
June	3,618,748	3,633,605
July	3,632,720	3,656,226
Aug	3,646,692	3,667,985
Sept	3,744,496	3,700,064
Oct	4,037,908	4,077,658
Nov	6,972,028	6,922,224
Dec	6,986,000	6,971,129
Jan	7,000,228	6,999,605
Feb	7,007,343	7,009,427
Mar	7,192,311	7,204,628
Apr	7,668,961	8,038,363
May	10,656,916	10,719,975
Jun	10,671,144	10,806,512
Jul	10,685,373	10,819,055
Aug	10,699,601	10,829,717
Sep	10,799,199	
Oct	11,097,995	
Nov	14,085,950	
Dec	14,100,178	
YTD over (under) Budget		130,116
Actual % of YTD Budget		101.2%
% of Total Budget Collected		76.8%



General Fund Revenues

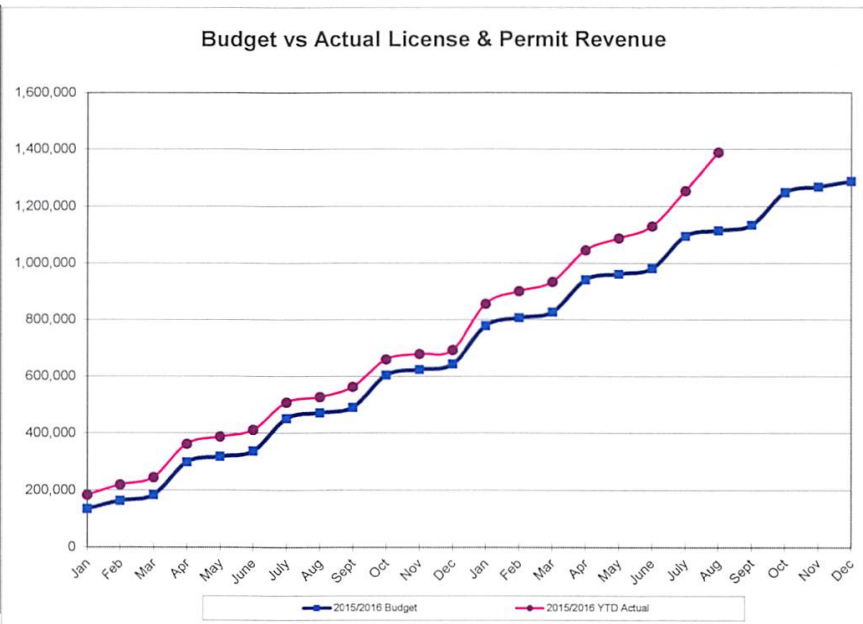
RETAIL, PUBLIC SAFETY & CRIMINAL JUSTICE SALES TAX

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	208,919	228,176
Feb	486,459	518,173
Mar	686,888	725,433
Apr	899,545	929,224
May	1,135,597	1,173,708
June	1,350,651	1,405,913
July	1,572,428	1,657,376
Aug	1,825,059	1,936,034
Sept	2,061,844	2,180,027
Oct	2,278,581	2,416,925
Nov	2,523,351	2,672,116
Dec	2,742,852	2,902,198
Jan	2,960,456	3,134,268
Feb	3,249,541	3,408,163
Mar	3,458,292	3,607,068
Apr	3,679,790	3,811,355
May	3,925,649	4,055,855
Jun	4,149,645	4,293,016
Jul	4,380,643	4,546,438
Aug	4,643,782	4,822,271
Sep	4,890,404	
Oct	5,116,142	
Nov	5,371,114	
Dec	5,600,000	
YTD over (under) Budget		178,489
Actual % of YTD Budget		103.8%
% of Total Budget Collected		86.1%



LICENSES & PERMITS

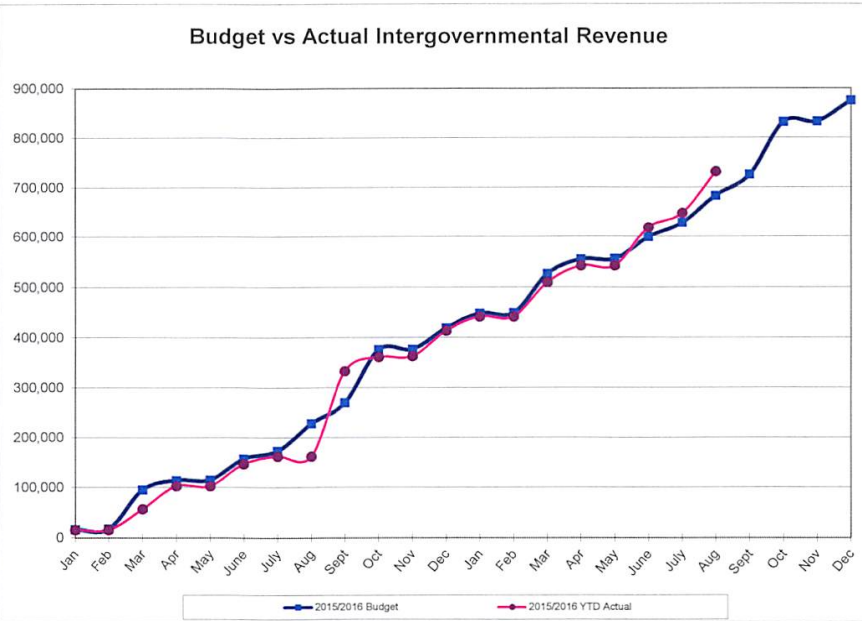
Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	134,964	183,355
Feb	163,664	219,590
Mar	184,051	245,371
Apr	298,400	362,227
May	318,005	387,423
June	337,615	411,457
July	451,614	507,937
Aug	471,225	526,795
Sept	490,835	563,003
Oct	604,834	660,033
Nov	624,445	679,319
Dec	644,055	692,997
Jan	779,019	856,800
Feb	807,719	902,089
Mar	828,106	934,992
Apr	942,455	1,046,060
May	962,065	1,087,979
June	981,674	1,130,252
July	1,095,673	1,254,377
Aug	1,115,283	1,388,408
Sept	1,134,892	
Oct	1,248,891	
Nov	1,268,500	
Dec	1,288,110	
YTD over (under) Budget		273,125
Actual % of YTD Budget		124.5%
% of Total Budget Collected		107.8%



General Fund Revenues

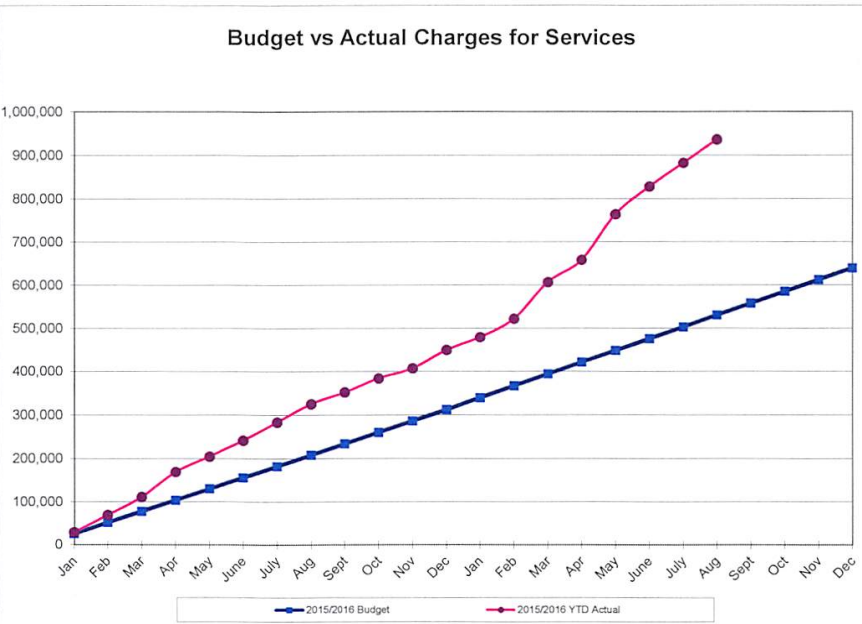
INTERGOVERNMENTAL & GRANTS

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	16,553	15,897
Feb	17,512	15,897
Mar	95,545	57,048
Apr	114,443	102,878
May	115,402	102,878
June	157,535	147,414
July	173,374	162,460
Aug	228,183	162,460
Sept	270,316	333,236
Oct	376,265	361,431
Nov	377,223	363,023
Dec	419,357	414,013
Jan	448,191	441,919
Feb	449,149	441,919
Mar	527,547	510,487
Apr	556,382	543,644
May	557,340	543,644
June	599,838	618,964
July	628,672	648,213
Aug	683,481	732,062
Sept	725,978	
Oct	832,313	
Nov	833,271	
Dec	875,769	
YTD over (under) Budget		48,582
Actual % of YTD Budget		107.1%
% of Total Budget Collected		83.6%



CHARGES FOR SERVICES

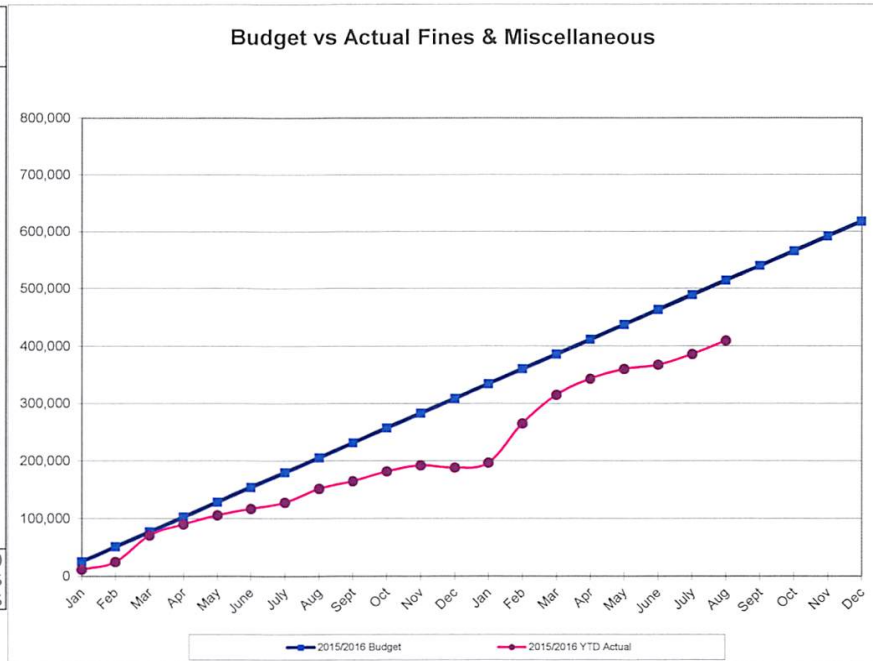
Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	26,073	29,820
Feb	52,146	69,851
Mar	78,219	111,849
Apr	104,292	169,625
May	130,365	205,140
June	156,438	242,037
July	182,510	284,168
Aug	208,583	325,884
Sept	234,656	352,572
Oct	260,729	384,631
Nov	286,802	407,655
Dec	312,875	450,261
Jan	340,144	479,922
Feb	367,413	522,624
Mar	394,681	607,124
Apr	421,950	658,863
May	449,219	764,676
June	476,488	828,557
July	503,756	883,352
Aug	531,025	936,857
Sept	558,294	
Oct	585,563	
Nov	612,831	
Dec	640,100	
YTD over (under) Budget		405,832
Actual % of YTD Budget		176.4%
% of Total Budget Collected		146.4%



General Fund Revenues

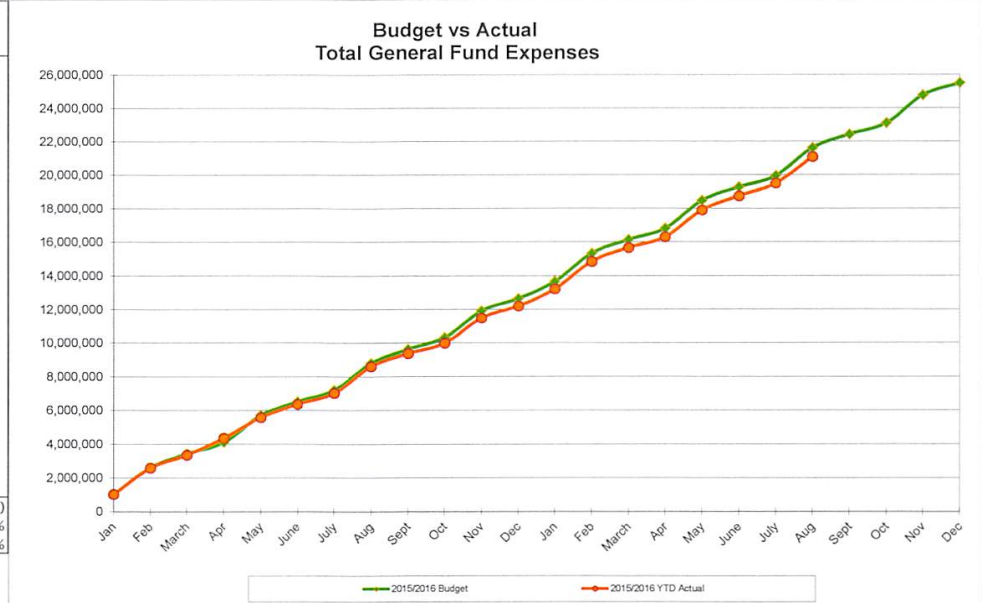
FINES & MISCELLANEOUS

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	25,750	11,920
Feb	51,500	24,961
Mar	77,250	71,086
Apr	103,000	90,351
May	128,750	105,907
June	154,500	117,169
July	180,250	128,098
Aug	206,000	151,812
Sept	231,750	164,745
Oct	257,500	181,594
Nov	283,250	192,170
Dec	309,000	188,346
Jan	334,750	196,739
Feb	360,500	265,203
Mar	386,250	315,308
Apr	412,000	343,276
May	437,750	360,129
June	463,500	367,614
July	489,250	386,499
Aug	515,000	409,813
Sept	540,750	
Oct	566,500	
Nov	592,250	
Dec	618,000	
YTD over (under) Budget		(105,187)
Actual % of YTD Budget		79.6%
% of Total Budget Collected		66.3%



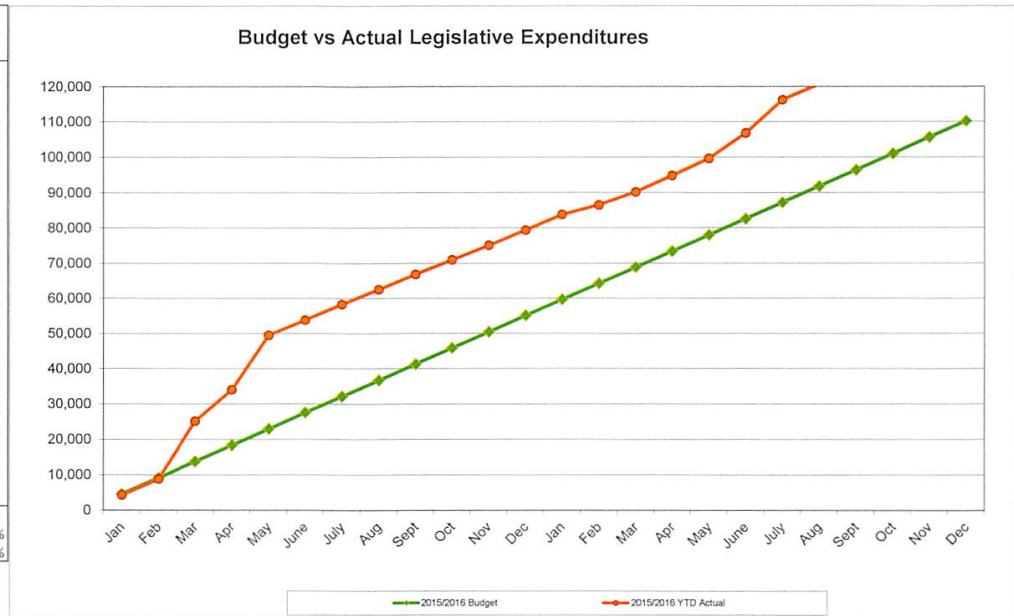
Total General Fund Expenses

Month	2015/2016	
	Budget	YTD Actual
Jan	1,010,405	1,020,434
Feb	2,602,914	2,589,195
March	3,423,759	3,350,515
Apr	4,113,374	4,363,653
May	5,705,883	5,584,091
June	6,526,728	6,372,560
July	7,216,342	7,039,286
Aug	8,808,852	8,617,609
Sept	9,629,697	9,376,688
Oct	10,319,311	9,986,026
Nov	11,916,820	11,495,950
Dec	12,655,243	12,208,131
Jan	13,666,639	13,219,323
Feb	15,327,940	14,839,088
March	16,135,419	15,659,994
Apr	16,811,666	16,297,589
May	18,472,967	17,895,785
June	19,280,445	18,739,228
July	19,956,693	19,505,423
Aug	21,617,994	21,082,234
Sept	22,425,472	
Oct	23,101,720	
Nov	24,770,846	
Dec	25,497,077	
YTD over (under) Budget		(535,759)
YTD Actual % of YTD Budget		97.5%
% of Total Budget Expended		82.7%



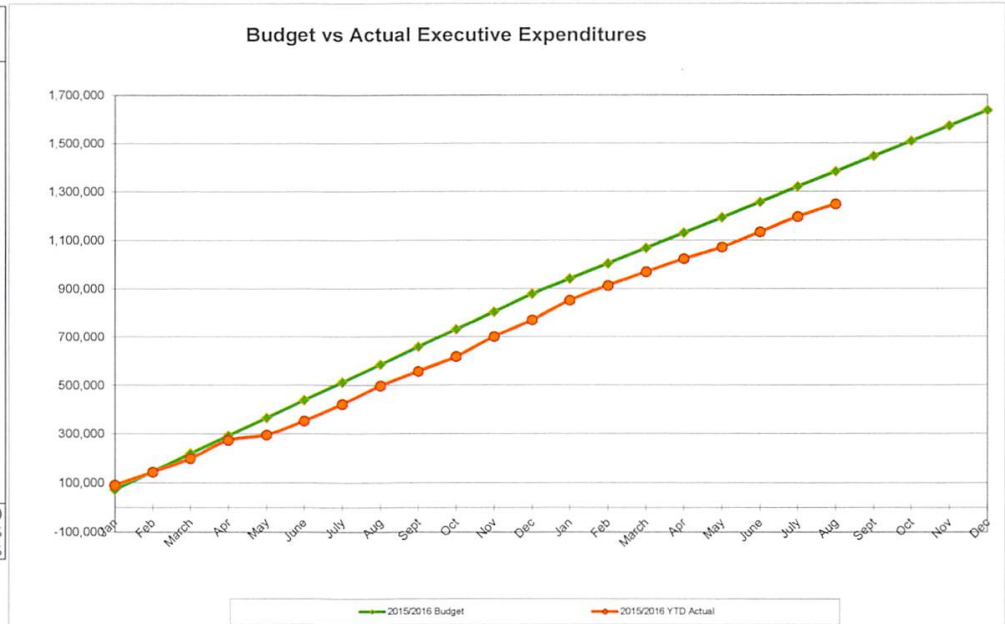
LEGISLATIVE

Month	2015/2016	
	Budget	YTD Actual
Jan	4,592	4,290
Feb	9,183	8,824
Mar	13,775	25,080
Apr	18,366	34,012
May	22,958	49,538
June	27,549	53,812
July	32,141	58,335
Aug	36,732	62,560
Sept	41,324	66,864
Oct	45,915	71,011
Nov	50,507	75,089
Dec	55,098	79,408
Jan	59,689	83,774
Feb	64,281	86,523
Mar	68,872	90,230
Apr	73,464	94,866
May	78,055	99,666
June	82,647	106,765
July	87,238	116,207
Aug	91,829	120,712
Sept	96,421	
Oct	101,012	
Nov	105,604	
Dec	110,195	
YTD over (under) Budget		28,882
YTD Actual % of YTD Budget		131.5%
% of Total Budget Expended		109.5%



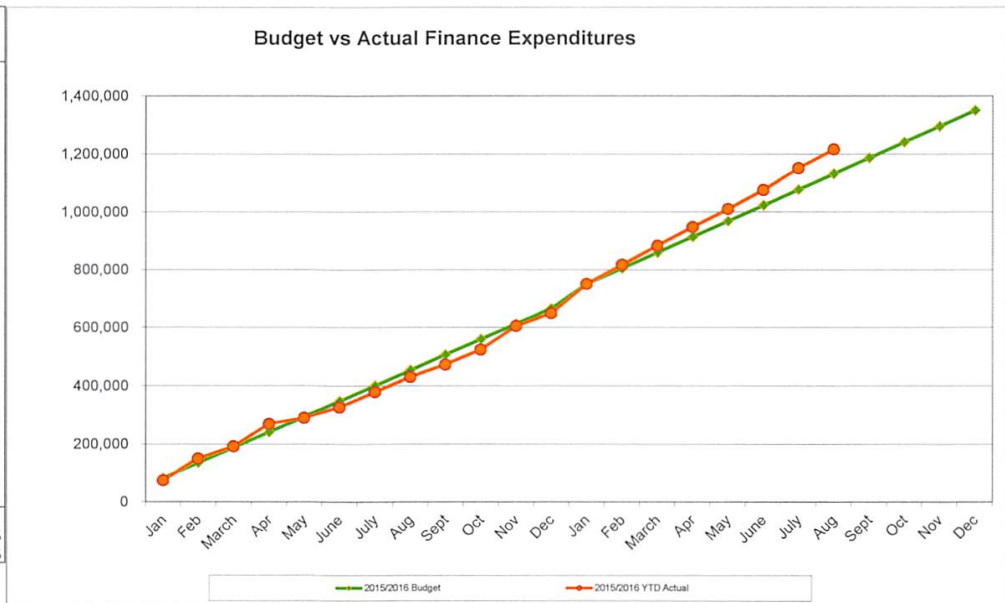
EXECUTIVE

Month	2015/2016	
	Budget	YTD Actual
Jan	73,224	91,839
Feb	146,448	144,658
March	219,672	199,508
Apr	292,895	273,650
May	366,119	296,160
June	439,343	354,034
July	512,567	422,950
Aug	585,791	497,444
Sept	659,015	557,597
Oct	732,238	619,087
Nov	805,462	701,035
Dec	878,686	770,861
Jan	941,712	852,242
Feb	1,004,737	913,725
March	1,067,763	969,655
Apr	1,130,789	1,023,213
May	1,193,814	1,071,598
June	1,256,840	1,134,316
July	1,319,866	1,196,871
Aug	1,382,891	1,248,817
Sept	1,445,917	
Oct	1,508,943	
Nov	1,571,968	
Dec	1,634,994	
YTD over (under) Budget		(134,074)
YTD Actual % of YTD Budget		90.3%
% of Total Budget Expended		76.4%



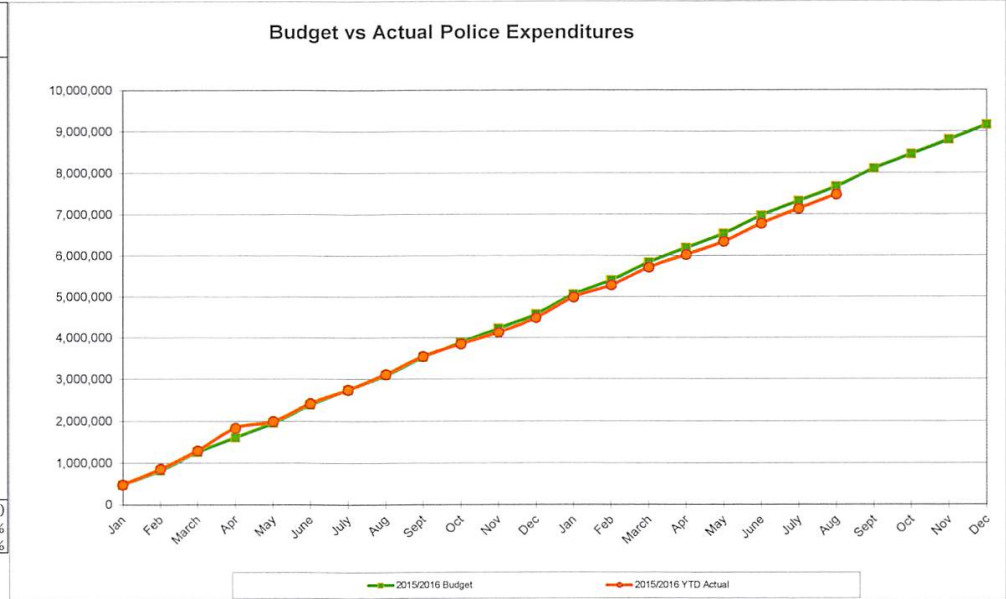
FINANCE

Month	2015/2016	
	Budget	YTD Actual
Jan	83,007	74,941
Feb	136,013	150,824
March	189,020	192,731
Apr	242,027	269,815
May	295,033	290,604
June	348,040	327,696
July	401,047	379,582
Aug	454,054	430,825
Sept	507,060	473,127
Oct	560,067	524,327
Nov	613,074	605,563
Dec	666,080	649,525
Jan	750,673	751,269
Feb	805,267	817,721
March	859,860	883,749
Apr	914,453	948,310
May	969,046	1,010,918
June	1,023,639	1,076,953
July	1,078,232	1,151,999
Aug	1,132,825	1,216,873
Sept	1,187,418	
Oct	1,242,012	
Nov	1,296,605	
Dec	1,351,198	
YTD over (under) Budget		84,048
YTD Actual % of YTD Budget		107.4%
% of Total Budget Expended		90.1%



POLICE

Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	477,888	485,904
Feb	828,225	862,983
March	1,260,984	1,299,085
Apr	1,611,320	1,839,547
May	1,961,657	2,002,147
June	2,394,416	2,427,525
July	2,744,753	2,749,616
Aug	3,095,089	3,118,080
Sept	3,527,848	3,550,326
Oct	3,878,185	3,849,739
Nov	4,228,521	4,131,287
Dec	4,578,858	4,488,576
Jan	5,057,987	4,990,912
Feb	5,408,211	5,287,148
March	5,840,857	5,717,385
Apr	6,191,081	6,027,427
May	6,541,305	6,344,774
June	6,973,951	6,781,662
July	7,324,175	7,139,500
Aug	7,674,399	7,485,480
Sept	8,107,045	
Oct	8,457,269	
Nov	8,807,492	
Dec	9,157,716	
YTD over (under) Budget		(188,918)
YTD Actual % of YTD Budget		97.5%
% of Total Budget Expended		81.7%



CRIMINAL JUSTICE

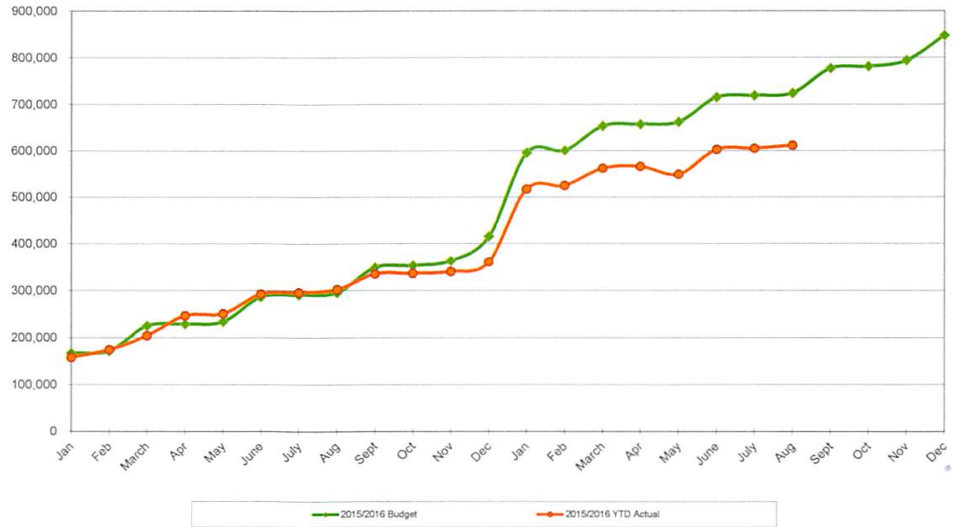
Month	2015/2016 Budget	2015/2016 YTD Actual
Jan	39,022	1,027
Feb	78,045	13,885
March	117,067	44,590
Apr	156,090	80,065
May	195,112	128,656
June	234,135	179,830
July	273,157	221,272
Aug	312,179	244,666
Sept	351,202	272,312
Oct	390,224	313,112
Nov	429,247	346,088
Dec	468,269	393,309
Jan	507,291	394,535
Feb	546,314	441,135
March	585,336	484,863
Apr	624,359	516,710
May	663,381	550,113
June	702,404	589,563
July	741,426	638,229
Aug	780,448	670,931
Sept	819,471	
Oct	858,493	
Nov	897,516	
Dec	936,538	
YTD over (under) Budget		(109,517)
YTD Actual % of YTD Budget		86.0%
% of Total Budget Expended		71.6%



NON-DEPARTMENTAL

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	167,197	158,413
Feb	172,331	175,022
March	225,097	204,387
Apr	229,056	246,860
May	234,189	251,239
June	286,956	292,682
July	290,914	296,039
Aug	296,048	302,649
Sept	348,814	335,358
Oct	352,773	336,422
Nov	362,906	340,258
Dec	415,673	360,823
Jan	595,874	517,207
Feb	601,007	525,478
March	653,774	562,261
Apr	657,732	566,449
May	662,866	549,692
June	715,632	603,412
July	719,591	605,645
Aug	724,724	612,096
Sept	777,491	
Oct	781,449	
Nov	794,407	
Dec	848,349	
YTD over (under) Budget		(112,628)
YTD Actual % of YTD Budget		84.5%
% of Total Budget Expended		72.2%

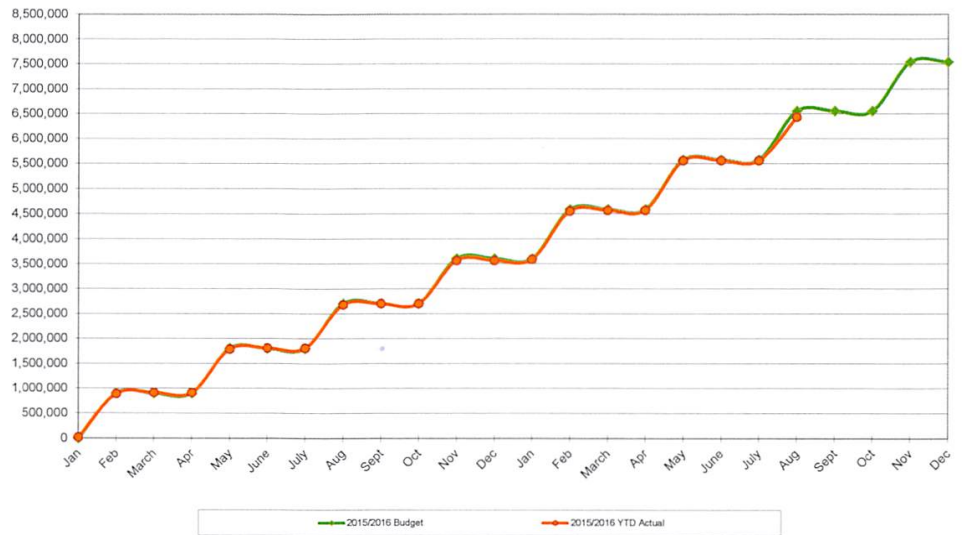
Budget vs Actual Non Department Expenditures



FIRE SERVICES

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	0	20,025
Feb	901,720	895,078
March	901,720	915,103
Apr	901,720	915,103
May	1,803,440	1,790,156
June	1,803,440	1,810,181
July	1,803,440	1,810,181
Aug	2,705,160	2,684,139
Sept	2,705,160	2,704,164
Oct	2,705,160	2,704,164
Nov	3,606,880	3,570,822
Dec	3,606,880	3,570,822
Jan	3,606,880	3,592,359
Feb	4,590,758	4,558,608
March	4,590,758	4,576,405
Apr	4,590,758	4,576,405
May	5,574,636	5,563,322
June	5,574,636	5,563,322
July	5,574,636	5,560,161
Aug	6,558,514	6,439,102
Sept	6,558,514	
Oct	6,558,514	
Nov	7,542,392	
Dec	7,542,392	
YTD over (under) Budget		(119,412)
YTD Actual % of YTD Budget		98.2%
% of Total Budget Expended		85.4%

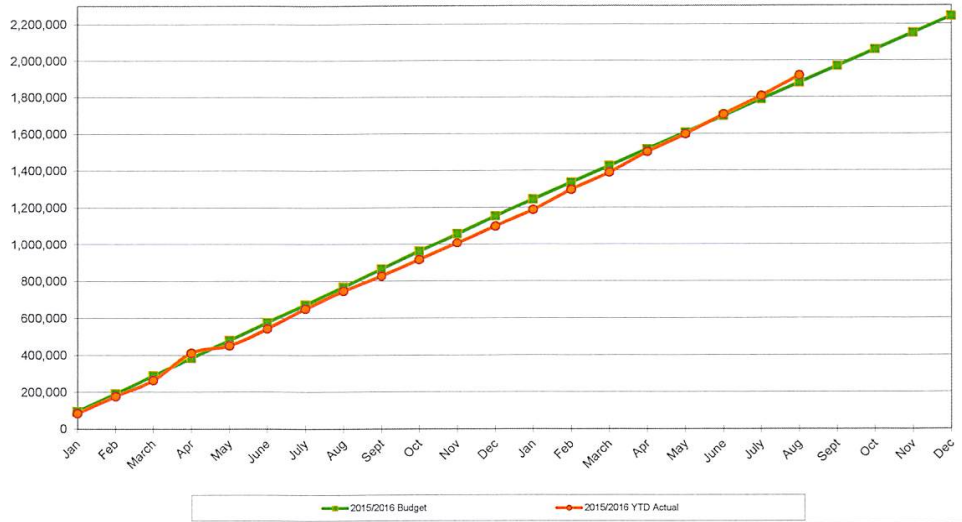
Budget vs Actual Fire Services Expenditures



COMMUNITY DEVELOPMENT

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	96,205	86,235
Feb	192,410	178,200
March	288,615	264,589
Apr	384,820	411,766
May	481,025	452,492
June	577,230	544,106
July	673,435	651,617
Aug	769,640	747,066
Sept	865,845	828,076
Oct	962,050	916,525
Nov	1,058,255	1,008,148
Dec	1,154,460	1,100,067
Jan	1,245,165	1,188,617
Feb	1,335,869	1,297,704
March	1,426,574	1,390,768
Apr	1,517,278	1,502,984
May	1,607,983	1,599,688
June	1,698,688	1,706,911
July	1,789,392	1,808,058
Aug	1,880,097	1,919,546
Sept	1,970,801	
Oct	2,061,506	
Nov	2,152,210	
Dec	2,242,915	
YTD over (under) Budget		39,449
YTD Actual % of YTD Budget		102.1%
% of Total Budget Expended		85.6%

Budget vs Actual Community Development Expenditures



PUBLIC WORKS

Month	2015/2016	2015/2016
	Budget	YTD Actual
Jan	69,270	97,759
Feb	138,540	159,723
March	207,810	205,442
Apr	277,080	292,835
May	346,350	323,099
June	415,620	382,693
July	484,889	449,692
Aug	554,159	530,180
Sept	623,429	588,864
Oct	692,699	651,639
Nov	761,969	717,660
Dec	831,239	794,740
Jan	901,367	848,407
Feb	971,496	911,047
March	1,041,624	984,678
Apr	1,111,753	1,041,224
May	1,181,881	1,106,013
June	1,252,010	1,176,324
July	1,322,138	1,288,753
Aug	1,392,266	1,368,676
Sept	1,462,395	
Oct	1,532,523	
Nov	1,602,652	
Dec	1,672,780	
YTD over (under) Budget		(23,590)
YTD Actual % of YTD Budget		98.3%
% of Total Budget Expended		81.8%

Budget vs Actual Public Works Expenditures

