

# CITY COUNCIL AGENDA

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



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

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

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

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

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

**Next Ordinance No.** 2019- 857

**Next Resolution No.** 2019- 585

**December 10, 2019  
City Council Meeting  
6:00 PM**

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **AUDIENCE COMMUNICATION**

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

## **PRESENTATIONS**

- B. Audit Exit Conference  
(*Sarrah Superville, Assistant State Auditor*)
- C. Mill Creek Blvd. Sub-Area Plan Update  
(*Tom Rogers, Planning Manager*)

## **OLD BUSINESS**

- D. House Bill 1406 Ordinance Adopting a State Sales and Use Tax for Affordable and Supportive Housing  
*(Gina Hortillosa, Director of Public Works and Departmental Services)*

## **NEW BUSINESS**

- E. Memorandum Of Understanding (MOU) with AFSCME Union to include a new Surface Water Engineer classification  
*(Gina Hortillosa, Director of Public Works and Development Services)*
- F. Department of Ecology (DOE) Surface Water \$50,000 Grant  
*(Gina Hortillosa, Director of Public Works and Departmental Services and Matthew Feeley, Supervising Engineer)*

## **CONSENT AGENDA**

- G. Approval of Checks #61238 through #61294 and ACH Wire Transfers in the Amount of \$360,968.63  
*(Audit Committee: Mayor Pro Tem Hotlzclaw and Mayor Pruitt)*
- H. Payroll and Benefit ACH Payments in the Amount of \$211,876.65  
*(Audit Committee: Mayor Pro Tem Hotlzclaw and Mayor Pruitt)*

## **REPORTS**

- I. Mayor/Council
- Mayor Pruitt: 1.) Legislative Retreat, 2.) Annual Certification of Board of Health Representative
- J. Councilmember Todd
- PSRC Update
- K. City Manager
- Council Planning Schedule

## **RECESS TO EXECUTIVE SESSION**

*(Confidential Session of the Council)*

- L. • To discuss items related to litigation pursuant to RCW 42.30.110 (1) (ii)

## **AUDIENCE COMMUNICATION**

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

## **ADJOURNMENT**



Agenda Item # \_\_\_\_\_

**Meeting Date: December 10, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: UPDATE ON MILL CREEK BOULEVARD SUBAREA PLANNING ADVISORY COMMITTEE MEETING**

**PROPOSED MOTION:**

None at this time. Discussion only

**KEY FACTS AND INFORMATION SUMMARY:**

Background

In April, 2019, the City hired The Otak Team to assist the City in preparing a land use and infrastructure plan for the Mill Creek Boulevard Subarea. The work program includes four phases (Attachment): 1) Initiate and Communicate, 2) Review and assess, 3) Envision and Analyze, and 4) Plan and Design. The first two phases are underway. These steps will gage the values and desires of the community and assemble the technical information necessary to begin the visioning process and prepare a plan for consideration by the City.

As you will recall, the purpose of Subarea Plan is to prepare for the eventual redevelopment of the Mill Creek Boulevard Corridor in the area between Town Center and 164<sup>th</sup> Street SE and provide a framework for coordination and designing multiple planned capital improvements, including: intersection improvements at 164<sup>th</sup> Street, 161<sup>st</sup> Street, Main and SR 527; repair of surface water aging infrastructure failures identified in a 2018 study; water quality treatment, pavement preservation and roadway re-configurations to better support Community Transit's bus rapid transit (BRT) lines.

The properties in this corridor are currently zoned Business Park and Community Business. While redevelopment of the parcels in the corridor is not imminent, the City wishes to collaboratively engage with its citizens, its business community, and the affected property owners in the preparation of a Subarea Plan that identifies the highest and best future land uses for the area. Once completed, the recommendations from the study will be the basis for any amendments to the Mill Creek Comprehensive Plan and Municipal Code that will guide future redevelopment within the Subarea.

Planning Advisory Committee Meetings

Steering the work on the Subarea Plan is the Planning Advisory Committee (PAC). The PAC was appointed by the City Council and will meet throughout the planning process to review public input, analyze data, prepare and evaluate alternative planning scenarios for the Subarea and make recommendations land uses and infrastructure to the City Council. In order to keep the City Council and Planning Commission adequately informed, Staff will be providing updates after each PAC meeting.

City Council Agenda Summary

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PAC Meeting Update

The PAC held its 3<sup>rd</sup> meeting on the evening of November 20, 2019. The materials distributed at the meeting and DRAFT meeting notes are available on City Website. To view web page, click [here](#).

Highlights from the discussion at the meeting include:

- Staff presented a description of the existing Community Business (CB) and Business and Industrial Park (BP) Zone Districts, the current zones in the Subarea. If uses other than what are in the existing uses are desired, new zoning regulations will need to be revised. If not, then existing zoning can remain.
- Staff presented a pending City ordinance prepared in 2015 that, if adopted, will allow the redevelopment of these properties adjacent to North Creek within their existing impervious footprint if new stormwater facilities that meet current requirements are provided. This is important because the existing wetland buffers do not meet existing code (existing developed land is “grandfathered”). Current regulations would require much larger buffers, which would reduce the amount of developable land on properties adjacent to Mill Creek Boulevard.
- Otak led a discussion on the stormwater facilities that would be needed if redevelopment of the properties were to occur and the potential opportunities for regional treatment and detention facilities. Regional detention facilities would provide more area for development on individual parcels and reduce development costs. Based upon a preliminary analysis, regional facilities are physically feasible in the area, but would require City leadership to coordinate/fund the facilities. A regional stormwater system plus zoning incentives would likely be necessary for significant redevelopment to occur in the Subarea.
- Otak presented the results of the Community and Stakeholder Workshops. A written summary report was distributed. Opinions varied but comments were centered on:

**Addressing problems/issues in the Subarea** – Address cut-through traffic, traffic congestion in general, pedestrian safety, and the need for a more attractive gateway to City/Town Center;

**Create a more pedestrian-friendly place** – Provide sidewalks on both sides of road, Improve North Creek Trail where it meets Mill Creek Boulevard, provide better connectivity between parcels and connectivity to existing and planned transit;

**Enhance North Creek/North Creek Trail/Detention Pond/Green Space** – These areas could be enhanced to be amenities/assets for public use;

**Enhance the Civic Core** – Make the area look, feel, and function more like a civic campus/core of the community. Possibilities mentioned included gathering spaces, performing arts facility, community center, outdoor performance space/stage, etc.



City Council Agenda Summary

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**Transit Connectivity** – Improving pedestrian and bicycle connectivity to existing and future transit was mentioned. Local shuttle service to connect the surrounding neighborhoods to Town Center, transit was also mentioned.

**Support for Existing and Future Businesses** – Workshop participants expressed support for keeping the local business in the Subarea and Town Center thriving and vibrant. New businesses should compete with existing businesses in the Town Center and Subarea. Hospitality/hotel uses were mentioned as being desired in the Subarea/City.

**Accommodating Growth/Housing Choices** – When asked about “if and how the subarea should accommodate future growth”, most participants said “yes, if well planned and sustainable”. Some participants also mentioned a need to expand housing choices in the community, and that they would like to see multi-family housing in the subarea while preserving the single-family neighborhoods as they are today. Other participants expressed concerns about adding housing to the Subarea.

- The last item discussed by the PAC was the method to be used in crafting a Vision Statement/Guiding Principles that will be used to create and evaluate two land use scenarios that will be analyzed and compared to each other and to the existing condition, which will be the status quo scenario (three scenarios total). Examples of other vision statements were shown as examples. The PAC directed staff to prepare a wide ranging list of vision statements based upon information gleaned from the Community and Stakeholder Workshops. This list will serve as a menu from which the PAC can choose from at the next meeting.

Next Steps

The next PAC meeting is scheduled for December 18, 2019. The primary topic will be the creation of a vision statement and guiding principles. Staff will bring the results of this meeting to the City Council and will request direction from the City Council.

**CITY MANAGER RECOMMENDATION:**

- None at this time. Discussion only.

**ATTACHMENTS:**

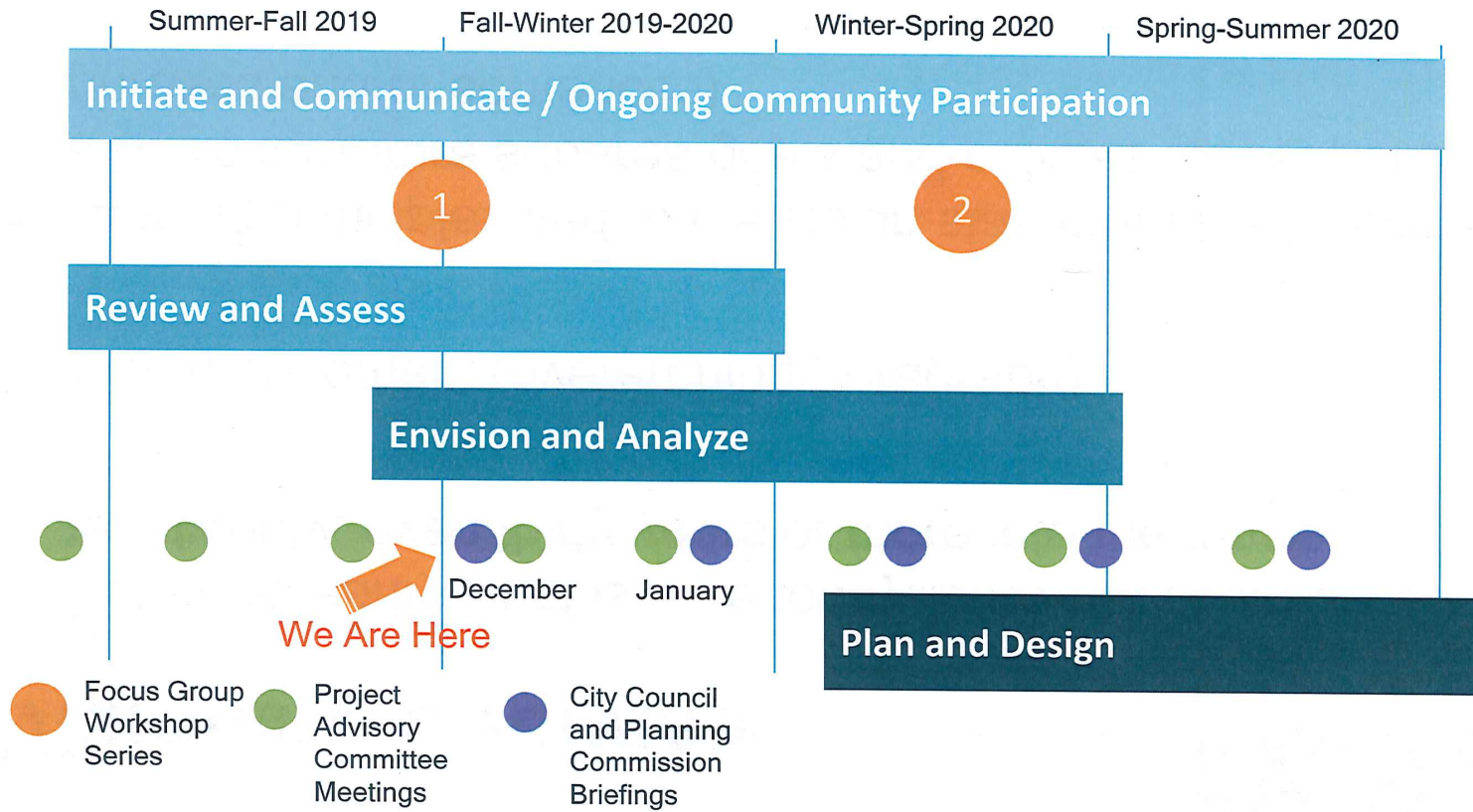
- Project Timeline

Respectfully Submitted:

/s/ Michael Ciaravino

Michael G. Ciaravino  
City Manager

# Project Timeline





Agenda Item # \_\_\_\_\_

**Meeting Date: December 10, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:    ORDINANCE ADOPTING A STATE SALES AND USE TAX  
CREDIT FOR AFFORDABLE AND SUPPORTIVE HOUSING  
UNDER THE AUTHORITY OF SUBSTITUTE HOUSE BILL 1406**

**PROPOSED MOTION:**

Motion to adopt Ordinance 2019-\_\_\_\_\_ adopting a state sales and use tax credit for affordable and supportive housing pursuant to SHB 1406 and Council Resolution 2019-583.

**KEY FACTS AND INFORMATION SUMMARY:**

SHB 1406 was passed in the 2019 legislative session and approved a revenue sharing program for local governments to encourage investments in providing affordable and supportive housing. If the City takes part in the program up to 0.0146% state sales and use tax collected in the City would be made available to the City for investing in local affordable and supportive housing. The revenues that would be provided to the City would come from the state's portion of the sales tax, and would not increase the amount of sales tax being paid by residents or consumers. If adopted, the tax credit would be in place for up to 20 years and the funds raised may be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. In addition, and perhaps most importantly for Mill Creek, the funds could be used to finance loans or grants to nonprofit organizations (e.g. Alliance for Housing Affordability) or public housing authorities (e.g. Housing Authority of Snohomish County). The funding must be spent on projects that serve persons whose income is at or below sixty percent of the area median income. The annual revenues from this program are estimated to be \$24,500 for Mill Creek. A MRSC publication titled SHB 1406: Understanding the Affordable Housing Sales Tax Credit is attached (Attachment A).

At the September 10, 2019, Council meeting, the Council discussed SHB 1406. The consensus of the Council was: 1) that the funds from the revenue sharing program may be a valuable tool in addressing the need for affordable and supportive housing; and 2) that passing a resolution of intent would make the City eligible to adopt the state sales and use tax credit.

On October 8, 2019, the City Council adopted Resolution 2019-583 declaring the intent of the City Council to adopt an ordinance authorizing the state sales and use tax credit for affordable and supportive housing (Attachment B). To meet the requirements of SHB 1406, the ordinance officially imposing the state sales and use tax credit must be adopted by July 27, 2020. At the meeting the City Council also discussed the advantages of waiting until after the Snohomish County adopted an ordinance implementing the state sales and use tax credit to maximize the funds received by the County. Since that time, Snohomish County adopted its ordinance on 10/14/2019 (Attachment C); thus, there is no reason to delay adopting the City's ordinance. Since the City will begin getting the tax credit funds soon after the ordinance is adopted, the City should act quickly





## **SHB 1406: Understanding the Affordable Housing Sales Tax Credit**

July 17, 2019 by [Toni Nelson](#)

Category: [Housing](#), [New Legislation and Regulations](#), [Sales and Use Taxes](#)



*Editor's note: Due to the high-profile and fast-moving nature of this topic, we will be updating this post with new information and examples as they become available. Readers are encouraged to bookmark this page and check back frequently, or eligible government agencies may also submit questions about SHB 1406 to our [Ask MRSC service](#). Recent updates include:*

- *August 28, 2019: Clarified timing of adoption of enacting ordinances and calculation of maximum distribution caps, emphasizing need for counties to adopt their ordinances first to maximize revenues; added Pacific County ordinance.*
- *August 20, 2019: Added links to WSAC resources and Pierce County ordinance.*
- *August 8, 2019: Updated revenue estimate worksheet with Q1 2019 sales tax data from DOR; added sample resolutions of intent.*
- *July 24, 2019: Added examples of resolutions of intent.*

The 2019 legislative session produced a plethora of bills, but [SHB 1406](#) has generated significant buzz as it will provide a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for

consumers. However, cities, towns, and counties have a limited time to take advantage of this option and must act rather quickly if they wish to participate.

**It is imperative that cities and counties communicate and coordinate closely to implement this legislation, or else both cities and counties may lose out on some revenues.** See the "tax rates for participating cities" and "annual maximum distribution cap" sections below for more information.

In order to understand the foundation of this bill, it's important to understand what is considered a participating and non-participating city or county. A "participating" city or county is one that chooses to impose the affordable housing sales tax credit provided in SHB 1406 and completes the required steps for adoption within the next 12 months, while a "nonparticipating" city or county is one that chooses not to implement the affordable housing sales tax credit.

In this blog we discuss this complicated piece of legislation and some of the key decisions that eligible local governments will need to make within the next few months.

## **How Can This Revenue Be Used?**

The intent of the legislation is to encourage local government investments in affordable and supportive housing, and as such, the funds will be considered a restricted revenue subject to reporting requirements and audit review for compliance. The use of this sales tax partially depends upon the size of your jurisdiction:

**For counties over 400,000 population and cities over 100,000 population:** The funds may only be used for (a) acquiring, rehabilitating, or constructing affordable housing, which may include new units within an existing structure or facilities providing supportive housing services under [RCW 71.24.385](#) (behavioral health organizations); **OR** (b) operations and maintenance costs of new units of affordable or supportive housing.

**For counties under 400,000 population and cities under 100,000 population:** The funds may be used for the same purposes listed above, but they may also be used to provide rental assistance to tenants that are at or below 60% of the median income of the county or city that is imposing the tax.

For any city or county, they may finance loans or grants to nonprofit organization or public housing authorities to carry out the purposes of the bill and may pledge the tax proceeds from SHB 1406 for repayment of bonds in accordance with debt limitations imposed by the state constitution or statute.

Additionally, any participating city or county may enter into an interlocal agreement with other cities, counties, and/or housing authorities to pool and allocate the tax revenues received under SHB 1406 to fulfill the intent of the legislation.

## **How Much Revenue Will We Receive?**

The answer to this question depends on whether your entity has a "qualifying local tax" (see below), the local economy, and the calculation of the revenue cap included in SHB 1406. Participating jurisdictions will receive revenues for 20 years, and the amount that you receive annually will be equivalent to either 0.0073% or 0.0146% of taxable retail sales in your jurisdiction, up to an annual maximum distribution cap that is based on FY 2019 taxable retail sales.

## **Tax rates for participating counties**

Counties do not need a “qualifying local tax” and will automatically receive the maximum 0.0146% rate within the unincorporated areas, up to the annual maximum distribution cap described later. Within the boundaries of each city or town, you will receive 0.0146%, minus the rate being received by the city/town. Here are the variables:

- If the city chooses not to participate but the county does participate, the county will receive the full 0.0146% within the city boundaries.
- If a city elects to participate but does not have a “qualifying local tax” (see below), the city will receive the 0.0073% “half share” and the county will also receive a 0.0073% half share within the city boundaries.
- If a city elects to participate and imposes a “qualifying local tax” by the deadline, the city will receive the full 0.0146% share and the county will not receive any revenues within the city boundaries.

As the legislation is currently written, if the county elects not to participate, cities located within said county that have not enacted a qualifying local tax will not receive SHB 1406 revenues after the first year.

### **Tax rates for participating cities**

The rate your city receive depends on whether it enacts a local qualifying tax (see below) prior to the deadline of July 27, 2020, as well as whether or not your county participates.

- For cities that impose a qualifying local tax by the deadline, you will receive the maximum 0.0146% rate, up to the annual maximum distribution cap described below, regardless of whether your county participates.
- For cities that do not have a qualifying local tax, you will receive the 0.0073% “half share,” up to the annual maximum distribution cap, but *only if* your county also elects to participate.

**If your county declares it will not participate or does not adopt the required resolution of intent by the end of January 2020, you will receive the full 0.0146% through July 27, 2020, but after that you will not receive any further revenues.** In discussions with both Association of Washington Cities (AWC) and the Department of Revenue it is believed that this is due to a drafting error in the bill. AWC does not anticipate this scenario but asks that you let them know if your city finds itself in this situation!

### **Annual maximum distribution cap**

SHB 1406 sets a cap on the maximum sales tax revenues to be credited to local government within any state fiscal year (July 1 to June 30). The cap will be calculated based upon the jurisdiction's taxable retail sales during the state's 2019 fiscal year (July 1, 2018 — June 30, 2019). Just like the state shared revenue cycle, distributions will start July 1, and the state will cease distribution until the beginning of the next fiscal cycle if at any time during the fiscal period your distributions meet the cap.

**It is very important that counties adopt the enacting legislation prior to cities and towns, or else the counties may lose out on some revenues.** (This applies only to the enabling "legislation" – the order of adoption of the "resolutions of intent" does not matter.) If the county adopts the imposing legislation prior to the city(s) within its boundaries, the county's revenue cap will be calculated based on the total countywide taxable retail sales in FY 2019, including both the unincorporated and incorporated areas of the county. But if any city adopts their enabling ordinance before the county, that city's taxable retail sales will be subtracted from the county's taxable retail sales, resulting in the county's annual maximum distribution cap being reduced for the entire 20-year state tax sharing period. (See section 4(a) of the legislation.)

It's also important to remember that retail sales can fluctuate from year to year depending upon a number of economic factors, so your revenues being generated from this sales tax credit (particularly in the early years when some jurisdictions might not hit their annual caps) may fluctuate as well.

## **Revenue Estimates**

We have developed a [worksheet for your revenue forecasting](#) that was updated on August 9, 2019 to include Q2 2018-Q1 2019 taxable sales with projections for both the 0.0073% and 0.0146% tax credit options. This data comes from DOR's [Retail Sales for Cities and Counties](#).

## **How Do We Impose This New Tax Option?**

To receive the affordable housing sales tax credit, you must:

- **Pass a resolution of intent by January 27, 2020** that indicates intention to impose the sales tax credit at the maximum capacity by a simple majority vote of the legislative body. *This is the single most important step in being able to receive this sales tax credit option.* If this deadline is missed, there are no other opportunities to access the tax. Here is a [sample resolution of intent](#) that has been prepared by Pacifica Law Group for the Association of Washington Cities (AWC) that will assist you in this process. Also see the sample resolutions at the end of this article.
- **Adopt legislation to authorize by July 27, 2020** to impose the maximum capacity of the affordable sales tax credit. This step must be completed in order to continue to access this sales tax credit whether you decide to impose a qualifying local tax or not. See the examples at the end of this article.

Since the bill explicitly requires both a "resolution of intent," which must be adopted by January 27, 2020, and "legislation to authorize the maximum capacity of the tax" (an ordinance for most jurisdictions, but for some counties this may be a resolution), which must be adopted by July 27, 2020, it is our recommendation that these documents be adopted separately.

## **What Is a Qualifying Local Tax?**

A "qualifying local tax" (QLT) is a local property or sales tax that a city has imposed, separately from SHB 1406, to address affordable housing or related issues. This provision within the bill *only applies to cities and towns*, and it allows them to double the sales tax credit.

The QLT options are:

- An affordable housing levy ([RCW 84.52.105](#));
- A sales and use tax for affordable housing ([RCW 82.14.530](#));
- A levy lid lift ([RCW 84.55.050](#)) that is restricted solely to affordable housing; or
- A mental health and chemical dependency sales tax ([RCW 82.14.460](#)), which is only authorized by statute for those cities of at least 30,000 population located within Pierce County.



According to our data, there are currently only six cities that have implemented at least one of these qualifying local taxes: Bellingham, Ellensburg, Olympia, Seattle, Tacoma, and Vancouver. Port Angeles has also placed a qualifying local tax on the ballot for November 2019 – see the resolution at the end of this article which also provides a good analysis of election timing and costs.

All of the qualifying local taxes require voter approval with a simple majority vote (with the exception of the mental health and chemical dependency sales tax) and may be presented at any special, primary, or general election. (For more detailed information on any of these qualifying local taxes, refer to our [Revenue Guide for Cities and Towns](#).)

Deciding to present a qualifying local tax before the voters in order to gain the full tax credit will require some timing considerations, as the legislation requires that the qualifying local tax must be “instated” (which DOR is interpreting to mean “approved by voters”) within 12 months of the effective date of SHB 1406. This deadline is July 27, 2020. The deadline for placement on the general election ballot is fast approaching (August 6), and the only other elections before the July 2020 deadline are the special elections in February and April. (See our Key Deadlines for voted sales and property taxes in the recently updated Revenue Guides for [Cities/Towns](#) and [Counties](#)).

## **When Will We Start to Receive Revenues from SHB 1406?**

The Department of Revenue (DOR) typically requires a 75-day notice for sales tax rate changes, but since this is a sales tax credit (not a new sales tax) it will therefore only require a 30-day wait period. The credit will take effect on the first day of the month following the 30-day period ([RCW 82.14.055\(2\)](#)). For example, if you adopt the resolution of intent and then the enabling legislation (ordinance/resolution) during August 2019, the tax will take effect on October 1. The sales tax revenues from October will be remitted by retailers to DOR by the 25th of the following month (November), and you will receive your first distribution of this tax credit on your end-of-month December disbursement from the State Treasurer’s office. *Editor’s note: In this example, the original article incorrectly stated that the revenues would be distributed at the end of November.*

For cities that have a qualifying local tax in place, you will receive the full credit of 0.0146% as soon as you adopt the enacting ordinance. For all other cities and towns that have adopted the enacting ordinance, you will collect a tax credit of 0.0073% until your ballot measure for a qualifying local tax has passed.

This piece of legislation is complex and a bit confusing. We have worked closely with the DOR and the AWC to bring you as much information as possible to assist with your decisions to take the first step in the process – which is to pass a resolution of intent. MRSC is ready to answer any further questions that you may have. Please do not hesitate to [send me an email](#) or give me call.

## **AWC and WSAC Resources**

For cities, the Association of Washington Cities (AWC) has prepared an [implementation guide and flowchart](#) to help in your decision-making process.

For counties, the Washington State Association of Counties (WSAC) has prepared an [implementation guide and flowchart](#),

## **Sample Resolutions**

In addition to the [Pacifica Law Group sample resolution of intent](#) provided by AWC, below are a few examples of SHB 1406 resolutions we have come across. This is not a comprehensive list of all the cities and counties that are adopting resolutions. Many of the resolutions that have been adopted use very similar language based on the Pacifica Law Group example, but we will continue to monitor this topic and periodically add distinct or noteworthy examples to this list.

## Counties

- [Pierce County Resolution No. R2019-103](#) (2019) – Resolution of intent for county over 400,000 population
- [Thurston County Resolution No. 15801](#) (2019) – Resolution of intent for county under 400,000 population, with intent to enter into interlocal agreement with cities to pool revenue.

## Cities

- [Port Angeles Resolution No. 14-19](#) (2019) – Submitting 0.1% affordable housing sales tax ([RCW 82.14.530](#)) to voters as a qualifying local tax under SHB 1406. Includes analysis of election timing and costs, concluding it is much less expensive to submit a measure at the November 2019 general election (filing deadline: August 6) than at the February or April special election.
- [Tumwater Resolution No. R2019-006](#) (2019) – Resolution of intent for city under 100,000 population.
- [Vancouver Resolution No. M-4026](#) (2019) – Resolution of intent for city over 100,000 population. Includes staff report; note that Vancouver qualifies for the maximum 0.0146% because it already has a qualifying local tax.

## Sample Adopting Ordinances

We will post selected examples of enacting ordinances that we receive below.

- [Pacific County Ordinance No. 188](#) (2019) – Adopting maximum sales tax credit for county under 400,000 population. Ordinance clearly indicates which cities plan to participate; note that "qualifying local taxes" apply only to cities and are not required for counties to receive maximum distribution.
- [Pierce County Ordinance No. 2019-57s](#) (2019) – Adopting maximum sales tax credit for county over 400,000 population.

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*MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.*



**About Toni Nelson**

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

[VIEW ALL POSTS BY TONI NELSON](#) ▶

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**RESOLUTION 2019-583**

**A RESOLUTION OF THE CITY OF MILLCREEK, WASHINGTON, DECLARING THE INTENT OF THE CITY OF MILL CREEK TO ADOPT LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THERETO.**

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WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

WHEREAS, SHB 1406 authorizes the governing body of a city with a population under 100,000 to adopt and impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants, or, finance loans or grants to nonprofit organization or public housing authorities to carry out the purposes of SHB 1406; and

WHEREAS, in Snohomish County, there are 52,000 very low-income households that pay more than 30 percent of their incomes for housing, the amount at which a household will need to sacrifice other needs like health care and food to be able to pay rent; and 33,000 of these households pay more than 50 percent for housing; and

WHEREAS, in the City of Mill Creek, there are 2,220 low-income households, of which 702 pay more than 30% of their incomes for housing; and 983 pay more than 50 percent of their income for housing; and

WHEREAS, the tax will be credited against existing state sales taxes collected within the City of Mill Creek and, therefore, will not result in higher sales and use taxes within the City of Mill Creek and will represent an additional source of funding to address housing needs in the City of Mill Creek; and

WHEREAS, the City of Mill Creek has determined that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to adopt and credit a local sales and use tax as authorized by SHB 1406 as set forth herein;

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

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax credit authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

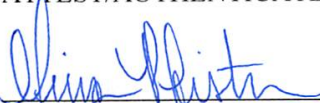
Section 3. Effective Date. This resolution shall take effect five days after the passage and publication.

Adopted this 8th day of October, 2019 by a vote of 5 for, 0 against, and 0 abstaining. 2 absent.

APPROVED:

  
BRIAN HOLTZCLAW, MAYOR PRO TEM

ATTEST/AUTHENTICATED:

  
GINA PFISTER, CITY CLERK

APPROVED AS TO FORM:

N/A  
SCOTT MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: 10/8/19  
PASSED BY THE CITY COUNCIL: 10/8/19  
RESOLUTION NO.: 2019- 503

1 APPROVED: 10/14/2019  
2 EFFECTIVE: 10/24/2019

3  
4 SNOHOMISH COUNTY COUNCIL  
5 Snohomish County, Washington

6  
7 ORDINANCE NO. 19-062

8  
9 IMPOSING A SALES AND USE TAX TO PROVIDE FOR AFFORDABLE AND  
10 SUPPORTIVE HOUSING; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING  
11 SALES TAX CREDIT FUND; ADDING A NEW CHAPTER 4.122 TO SNOHOMISH  
12 COUNTY CODE

13  
14 WHEREAS, the 2019 Washington State Legislature passed Substitute House Bill  
15 1406 that was signed into law as Chapter 338, Laws of 2019; and

16  
17 WHEREAS, Chapter 338, Laws of 2019, authorizes cities and counties to impose a  
18 sales and use tax to encourage investments in affordable and supportive housing; and

19  
20 WHEREAS, the County Council adopted Resolution 19-032 on August 4, 2019,  
21 declaring the County's intent to adopt legislation to authorize the maximum capacity of the  
22 tax authorized in Chapter 338, Laws of 2019; and

23  
24 WHEREAS, to collect the tax, a county must adopt an ordinance authorizing the tax  
25 within one year of the effective date of Substitute House Bill 1406, or July 28, 2020; and

26  
27 WHEREAS, the County recognizes the need for affordable and supportive housing;

28  
29 NOW, THEREFORE, BE IT ORDAINED:

30  
31 Section 1. A new chapter 4.122 is added the Snohomish County Code to read:

32  
33 Chapter 4.122

34  
35 AFFORDABLE AND SUPPORTIVE HOUSING SALES TAX CREDIT

36  
37 Sections:

- 38 4.122.010 Imposition of sales and use tax.  
39 4.122.020 Name of fund.  
40 4.122.030 Purpose of fund.  
41 4.122.040 Credit.  
42 4.122.050 Operation of fund.  
43 4.122.060 Fund manager.  
44 4.122.070 Expiration.

45  
46 **4.122.010 Imposition of sales and use tax.**  
47

ORDINANCE NO. 19-062  
IMPOSING A SALES AND USE TAX; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING TAX  
CREDIT FUND; ADDING A NEW CHAPTER TO 4.122 TO SNOHOMISH COUNTY CODE - 1

1 Pursuant to Chapter 228, Laws of 2019, there is hereby imposed a sales and  
2 use tax, collectible from those persons who are taxable by the state pursuant to  
3 chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event defined in  
4 such statutes within Snohomish County and as permitted by Chapter 338, Laws of  
5 2019. The rate of such tax shall be the maximum rate permitted counties under  
6 Chapter 338, Laws of 2019.

7  
8 **4.122.020 Name of Fund.**

9  
10 There is hereby created a special revenue fund known as the affordable and  
11 supportive housing tax credit fund.

12  
13 **4.122.030 Purpose of Fund.**

14  
15 The affordable and supportive housing tax credit fund is created to provide  
16 investments in affordable and supportive housing, as permitted by Chapter 338,  
17 Laws of 2019.

18  
19 **4.122.040 Credit.**

20  
21 The sales and use tax imposed under this chapter must be deducted from the  
22 amount of tax otherwise required to be collected or paid to the department of  
23 revenue under chapter 82.08 or 82.12 RCW.

24  
25 **4.122.050 Use of fund.**

26  
27 The moneys collected under this chapter shall only be used for the following  
28 purposes:

- 29 (1) Acquiring, rehabilitating, or constructing affordable housing, which may  
30 include new units of affordable housing within an existing structure or  
31 facilities providing supportive housing services under 71.24.385; or  
32 (2) Funding the operations and maintenance costs of new units of affordable  
33 or supportive housing.

34  
35 **4.122.060 Fund Manager.**

36  
37 The county executive shall designate a fund manager, whose name and title  
38 shall appear on the master list of fund managers maintained in the department of  
39 finance.

40  
41 **4.122.070 Expiration.**

42  
43 The tax imposed by this Chapter expires twenty years after the date on which  
44 the tax is first imposed.

45  
46  
47 PASSED this 14<sup>th</sup> day of October, 2019.

48

ORDINANCE NO. 19-062  
IMPOSING A SALES AND USE TAX; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING TAX  
CREDIT FUND; ADDING A NEW CHAPTER TO 4.122 TO SNOHOMISH COUNTY CODE - 2

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SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

Tony Ryan  
Chairperson

ATTEST:

Melinda  
Asst. Clerk of the Council

- APPROVED
- EMERGENCY
- VETOED

DATE: 10/14/19  
[Signature]  
County Executive

ATTEST:

Melissa Geraghty

Approved as to form only:

Rebecca Wendling 9/9/2019  
Deputy Prosecuting Attorney

D-5

ORDINANCE NO. 19- 062  
IMPOSING A SALES AND USE TAX; CREATING THE AFFORDABLE AND SUPPORTIVE HOUSING TAX  
CREDIT FUND; ADDING A NEW CHAPTER TO 4.122 TO SNOHOMISH COUNTY CODE - 3



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING A SALES AND USE TAX CREDIT AVAILABLE FROM THE STATE OF WASHINGTON TO BE USED FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019) AND MILL CREEK COUNCIL RESOLUTION 2019-583; AND ESTABLISHING AN EFFECTIVE DATE.**

---

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"); and

WHEREAS, SHB 1406 authorizes the reallocation of the state sales tax collected by the state to be remitted to the City to assist with acquisition, construction and/or rehabilitation of affordable housing units or facilities providing supportive housing; for the operations and maintenance costs of affordable or supportive housing; and/or for providing rental assistance to tenants; and

WHEREAS, in Snohomish County, there are 52,000 very low-income households that pay more than 30 percent of their incomes for housing, the amount at which a household will need to forego other needs like health care and food to be able to pay rent; and 33,000 of these households pay more than 50 percent of their incomes for housing; and

WHEREAS, in the City of Mill Creek there are 2,220 low-income households, of which 702 pay more than 30 percent of their incomes for housing, and 983 other households pay more than 50 percent of their incomes for housing; and

WHEREAS, on October 8, 2019, in accordance with the requirements of SHB 1406, the City Council adopted Resolution 2019-583 declaring the intent of the Council to adopt an ordinance authorizing the state sales and use tax credit made available for affordable and supportive housing; and

WHEREAS, having declared its intent through the adoption of Resolution 2019-583, the City is now eligible under SHB 1406 to implement the maximum capacity of the state sales and use tax credit for taxable transactions that occur within the City of Mill Creek; and

WHEREAS, the tax will be credited against existing state sales taxes collected within the City of Mill Creek and will not result in higher sales and use taxes within the City of Mill Creek; and

WHEREAS, the funds generated and returned to the City of Mill Creek from the state sales and use tax credit will comprise an additional source of funding to address housing needs in the City of Mill Creek, which will benefit citizens and residents of the City of Mill Creek and the region; and

WHEREAS, to provide such funding to address the need for affordable and supportive housing resources, the City Council finds it is appropriate and in the public interest to adopt the state sales and use tax credit pursuant to SHB 1406 and in accordance with Resolution 2019-583.

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

Section 1. The foregoing recitals are adopted as findings for this ordinance and for the actions taken and authorized by this ordinance.

Section 2. The City of Mill Creek authorizes the maximum capacity of the state sales and use tax credit available pursuant to SHB 1406 and in accordance with Resolution 2019-583 to be used for affordable and supportive housing as set forth in those enactments.

Section 3. City employees, officers and representatives are authorized and directed to undertake all action necessary or desirable to implement the terms of and complete the actions contemplated by this ordinance.

Section 4. This ordinance, or a summary thereof consisting of its title, shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication. Once the Ordinance is in in effect and in full force, the City Clerk is directed to file a certified copy of the Ordinance to the Washington State Department of Revenue.

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

APPROVED:

\_\_\_\_\_  
PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
NAOMI FAY, INTERIM CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
SCOTT M. MISSALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO. \_\_\_\_\_

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**  
City of Mill Creek, Washington

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On the \_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Mill Creek passed Ordinance No. \_\_\_\_\_. A summary of the content of said Ordinance, consisting of the title, is provided as follows:

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AUTHORIZING A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND ESTABLISHING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

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NAOMI FAY, INTERIM CITY CLERK



Agenda Item # \_\_\_\_\_

**Meeting Date: December 10, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH AFSCME UNION  
TO INCLUDE A NEW SURFACE WATER ENGINEER  
CLASSIFICATION AND CORRESPONDING PAY RANGE**

**PROPOSED MOTION:**

Authorize the City Manager to execute a Memorandum of Understanding (MOU) with AFSCME Union to include a new Surface Water Engineer classification and corresponding pay range in the existing agreement.

**KEY FACTS AND INFORMATION SUMMARY:**

In November 2018, the City of Mill Creek increased its annual surface water rate from \$78 to \$150 starting in 2019. The fee will increase to \$175 in 2020 and \$200 in 2021, followed by annual fee increases of 3 percent through 2026. These rates along with a \$3.2 million Limited Tax General Obligation (LTGO) bond provide the funding for surface water capital, maintenance and operational expenses - including a new full time Surface Water Engineer and a new 0.3 FTE for Geographic Information System (GIS) position.

The Surface Water Engineer Position Description (Attachment A) includes a general job description, essential job functions, qualifications, minimum requirements and physical requirements/working conditions. The job functions are summarized as follows:

1) Regulatory Requirements

Implement and manage NPDES permit requirements such as: public education and outreach, illicit discharge detection, controlling runoff from development/construction and NPDES annual report preparation.

2) Field Work

Perform water quality and hydrology sampling in the field as required for North Creek (Department of Ecology). Perform field inspection of public and private stormwater facilities, including confined space areas.

3) Maintenance of City Infrastructure

Develop, update and communicate regular maintenance schedule for all City stormwater facilities. Prepare and manage contracts for stormwater facility maintenance work such as catch basin cleaning. Additionally, support City maintenance crews by providing knowledge and researching maintenance methods and equipment as needed.

City Council Agenda Summary

Page 2

4) Project Delivery

Perform project management activities as assigned: support all phases of City aging surface water infrastructure capital improvements from scoping through design, bidding, and construction. Provide technical assistance for beaver dam management (hydraulic modeling or other)

5) Funding Opportunities

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

6) GIS

Provide assistance in maintaining data layers for use in GIS. Provide leadership in the development of a geospatially accurate map of City surface water infrastructure.

7) Customer Service

Assist the public both in person and over the telephone by responding to surface water inquiries.

8) Participation in Professional Associations

Participate in professional associations and communities of practice.

A meeting with the Union was conducted in October 2019 and a MOU was developed and agreed to by the AFSME Union (Attachment B). After execution of the attached MOU, staff will advertise the position, review applications, interview candidates and hire the most qualified applicant. This Surface Water Engineer position was included in the budget adopted by Council at the December 3, 2019 meeting.

**CITY MANAGER RECOMMENDATION:**

City Council authorize the City Manager to execute a Memorandum of Understanding (MOU) with AFSCME Union to include a new Surface Water Engineer classification and corresponding pay range in the existing agreement.

**ATTACHMENTS:**

- Attachment A: Surface Water Engineer Position Description
- Attachment B: Memorandum of Understanding with AFSME Union

Respectfully Submitted:

/s/ Michael Ciaravino

Michael G. Ciaravino  
City Manager

**CITY OF MILL CREEK**  
**POSITION DESCRIPTION**

**POSITION TITLE:** Surface Water Engineer      **JOB CLASSIFICATION:** Engineer – Journey level  
**DEPARTMENT:** Public Works & Development Services      **REPORTS TO:** Supervising Engineer  
**SALARY GRADE:** 18      **FLSA EXEMPT:** Yes  
**REPRESENTATION:** AFSCME      **Approvals: CM:** \_\_\_\_\_ **date:** \_\_\_\_\_  
**Approvals: HR:** \_\_\_\_\_ **date:** \_\_\_\_\_

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**GENERAL DESCRIPTION:**

Under the direction of the Supervising Engineer, perform a variety of complex and technical engineering duties related to the planning, permitting, design, construction, inspection, and operation of the City’s surface water program; develops and administers City surface water capital projects, policies and procedures; provides technical assistance for City maintenance staff and the general public for issues regarding the maintenance and operation of the City’s surface water system; responsible for implementing and managing the City’s NPDES Phase II Municipal Stormwater Permit.

**ESSENTIAL JOB FUNCTIONS:**

1. Implement and manage NPDES permit requirements such as: public education and outreach, public involvement and participation, illicit discharge detection, controlling runoff from development/construction, NPDES annual report preparation.
2. Provide assistance in maintaining data layers for use in the City’s geographic information system.
3. Perform project management activities as assigned: support all phases of City aging surface water infrastructure capital improvements from scoping through design, bidding, and construction.
4. Manage and review the development of plans, specifications, and estimate packages for surface water capital projects requiring outside consulting assistance; participate in the selection of consultants; negotiate and monitor contracts and services for outside firms to assure compliance; and recommend use of and/or approval of payments to consultants.
5. Perform water quality and hydrology sampling in field as required for North Creek TMDL from Department of Ecology.
6. Perform field inspection of public and private stormwater facilities, including confined space areas.
7. Assist the public both in person and over the telephone by responding to surface water inquiries.
8. Provide technical guidance for operational issues for the City’s surface water systems.
9. Assist Supervising Engineer in the preparation and maintenance of the City’s policies, procedures, and development standards, specifically those related to stormwater.
10. Prepare and maintain regular maintenance schedule for all City stormwater facilities. Prepare and manage contracts for stormwater facility maintenance work.
11. Support City maintenance crews by providing knowledge and researching maintenance methods and equipment as needed. This effort may lead to the procurement of equipment used to maintain surface water quality and infrastructure.
12. Investigate grant opportunities and prepare grant applications to support the maintenance and enhancement of the City’s surface water infrastructure.
13. Develop and implement illicit discharge detection and elimination program including public outreach and technical assistance regarding pollution prevention at businesses, outfall screenings, pollutant source-tracking, and complaint investigation.
14. Assist with response to pollutant spill investigations, clean up, and enforcement.
15. Participate in professional association networks and internal and external coordination groups.
16. Provide technical assistance for beaver dam management.
17. Maintain appropriate confidentiality of work-related issues, including but not limited to customer, employee and City information and records.

Surface Water Engineer, Rev. 10-2019

This is not designed to be a comprehensive listing of all activities, duties and responsibilities required of the job. Other duties may be assigned and/or performed.

## **QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Knowledge of:**

- Current Department of Ecology Stormwater regulations for Western Washington and NPDES stormwater permit requirements.
- Principles and practices of civil engineering and public works projects, specifically concepts, materials and equipment related to stormwater facilities.

### **Ability to:**

- Maintain regular, predictable and reliable attendance during normal business hours.
- Perform basic mathematic operations.
- Read and interpret engineering plans and understand specifications.
- Work outdoors when required.
- Competent with a variety of computer software applications, including Microsoft Office programs, AutoCAD, and GIS (ArcGIS) software.
- Communicate effectively, both verbally and in writing.
- Work as part of a team; establish and maintain effective working relationships with co-workers and the public.
- Perform drafting as related to construction and public works projects.
- Organize and maintain a variety of ongoing and concurrent tasks.
- Work cooperatively with others to achieve results, valuing other's input and expertise; acknowledging other team member's concerns and contributions and supporting team decisions.

## **MINIMUM REQUIREMENTS:**

### **Experience and Education/Training:**

- Bachelor of Science in Civil Engineering or a related field, and at least two years of applicable experience, or any equivalent combination of education and experience which provides the applicant with the knowledge, skills and abilities required to perform the job.

### **Licenses/Certifications required:**

- Must possess valid Washington State driver's license and insurable driving record.
- Be currently certified as an Engineer-in-Training in the State of Washington.
- Certification as an Erosion and Sediment Control Lead (CESCL), or ability to obtain within twelve months of hire.

### **Preferred:**

- Professional Engineering license.
- Three or more years with AutoCAD and ERSI ArcGIS software.
- Two years of working with or for a local government.

## **PHYSICAL REQUIREMENTS / WORKING CONDITIONS:**

This position works in both an office environment and outside at existing developments and construction sites. Fieldwork involves monitoring construction work or investigating drainage conditions in varying weather conditions. Potential hazards include vehicular traffic, construction equipment, and uneven terrain.

The City of Mill Creek provides a tobacco-free environment for its employees; smoking/tobacco use is prohibited in City facilities and vehicles.

Specific physical requirements and typical working conditions for this position are on file in the Human Resources Department.

**MEMORANDUM OF UNDERSTANDING**

Adding Surface Water Engineer Classification and Pay Range

**AGREEMENT**

by and between

**THE CITY OF MILL CREEK**

and

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**

**AFSCME/AFL-CIO**

---

City of Mill Creek (City) and the Washington State Council of County and City Employees, AFSCME/AFL-CIO (Union) hereby enter into the following Memorandum of Understanding:

**MEMORANDUM OF UNDERSTANDING (MOU)**

1. City of Mill Creek is in need of a Surface Water Engineer to conduct ongoing business.
2. The Classification of Surface Water Engineer is a new classification that is not currently captured in the AFSCME pay and classification plan and needs to be incorporated into the plan.
3. Based on market drivers, the jobs duties, responsibilities, authority and conditions of the position, and internal alignment, the Surface Water Engineer will be placed in the same pay grade as the Project Engineer at a pay grade 18.

Upon approval of this MOU by the City Council, this Agreement shall be effective upon the last date signed below and act as an addendum to the Collective Bargaining Agreement between the parties. It shall remain in full force and effect through and to December 31, 2020, or such other date upon which the current Collective Bargaining Agreement ceases to be in force. All other terms of the Collective Bargaining Agreement shall remain unchanged. By signature below, all parties agree with the provisions of this agreement. This MOU fully discharges the rights and obligations of the City and the Union under Article 19 of the Collective Bargaining Agreement and Chapter 41.56 RCW with respect to the addition of the classification of Surface Water Engineer to the bargaining unit.

**CITY OF MILL CREEK, WASHINGTON**

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Michael Ciaravino, City Manager

---

Date

City of Mill Creek, Washington

Attest:



---

Naomi Fay, Interim City Clerk  
City of Mill Creek, Washington

---

Date

**WASHINGTON COUNCIL OF COUNTY AND CITY EMPLOYEES (AFL-CIO)**

---

Miguel Morga, Representative

---

Date

---

Kimberly Mason-Hatt, Union President

---

Date



Agenda Item # \_\_\_\_\_  
Meeting Date: **December 10<sup>th</sup>, 2019**

## **CITY COUNCIL AGENDA SUMMARY**

City of Mill Creek, Washington

**AGENDA ITEM:**    **DEPARTMENT OF ECOLOGY WATER QUALITY  
STORMWATER CAPACITY AGREEMENT (WQSWCAP-1021-  
MILCRE-00114)**

**PROPOSED MOTION:**

Authorize the City Manager to execute an Agreement with the Washington State Department of Ecology (DOE) to receive up to \$50,000 for the purpose of assisting the City of Mill Creek fund water quality stormwater activities.

**KEY FACTS AND INFORMATION SUMMARY:**

With the execution of this Agreement (Attachment A), the City will receive up to \$50,000 (0% match from the City) to assist with funding of work related to the implementation of the municipal stormwater National Pollution Discharge Elimination System (NPDES) permit requirements.

The grant expires on March 31, 2021. As confirmed by DOE, the grant can be applied towards either one of these City Surface Water needs:

1) Geographic Information System (GIS)

The creation of a GIS map and database that will accurately map (with latitude and longitude coordinates), the physical location and attribute information (characteristics) of catch basin structures, stormwater pipes, detention vaults and other stormwater facilities within the City. This map and database will be used by staff to more effectively manage the City's surface water infrastructure. With the City's stormwater assets mapped in GIS, City staff will be able to consolidate inspection data (CCTV inspection videos) of city surface water facilities; document locations where repairs and upgrades have been made; document and log assets that have been cleaned and inspected; and map future infrastructure repairs that will need to be made as part of the City's surface water aging infrastructure program. This GIS map and database will become the foundation for future mapping of the City's infrastructure (pavement condition rating data, pavement markings, sidewalks, traffic signs, etc.).

In addition to this grant, the Surface Water Enterprise Fund has an annual allocation for a 0.3 FTE GIS position starting in 2020 (\$30,000). City staff has conducted interviews with GIS staff at King County, FLO Analytics and Snohomish County to learn about the services they can provide to the City of Mill Creek. Currently, City staff is coordinating with Snohomish County to confirm their availability to provide GIS services to the City of Mill Creek.

2) Small Pipe Assessment

In 2018, the City completed the assessment of its large surface water pipe (18 inch diameter or greater). Smaller pipes have not yet been assessed and they represent approximately 86% of the City's surface water infrastructure. The Limited Tax General Obligation (LTGO) bond approved at the June 25<sup>th</sup> Council provides \$300,000 in 2020 to complete this task. If needed, the grant funding can be applied towards this work.

The City of Mill Creek has the flexibility to apply funds from this DOE grant towards one or both of the aforementioned Surface Water needs.

**CITY MANAGER RECOMMENDATION:**

Authorize the City Manager to execute an Agreement with the Washington State Department of Ecology (DOE) to receive up to \$50,000 for the purpose of assisting the City of Mill Creek fund water quality stormwater activities.

**ATTACHMENTS:**

- Agreement No. WQSWCAP-1912-MilCre-00114

Respectfully Submitted:

           /s/ *Michael Ciaravino*

Michael G. Ciaravino  
City Manager



**Agreement No. WQSWCAP-1921-MilCre-00114**

**WATER QUALITY STORMWATER CAPACITY AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF MILL CREEK**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Mill Creek, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

**GENERAL INFORMATION**

|   |   |
|---|---|
| Project Title:  | 2019-2021 Biennial Stormwater Capacity Grants |
| Total Cost:   | \$50,000.00                                   |
| Total Eligible Cost:                                    | \$50,000.00                                   |
| Ecology Share:  | \$50,000.00                                   |
| Recipient Share:  | \$0.00  |
| The Effective Date of this Agreement is:                | 07/01/2019                                    |
| The Expiration Date of this Agreement is no later than: | 03/31/2021                                    |
| Project Type:   | Capacity Grant                                |

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

State of Washington Department of Ecology

Page 2 of 20

Agreement No: WQSWCAP-1921-MilCre-00114  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Mill Creek

**RECIPIENT INFORMATION**

Organization Name: City of Mill Creek

Federal Tax ID: 91-1225895

DUNS Number: 024856036

Mailing Address: 15728 Main St  
Mill Creek, WA 98012

Physical Address: 15728 Main St  
Mill Creek, Washington 98012

Organization Email: kamalm@cityofmillcreek.com

Organization Fax: (425) 745-9650

**Contacts**

State of Washington Department of Ecology

Agreement No: WQSWCAP-1921-MilCre-00114  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Mill Creek

|                             |  |
|-----------------------------|--|
| <b>Project Manager</b>      | Kim Mason-Hatt<br>Admin<br><br>15728 Main St<br>Mill Creek, Washington 98012<br>Email: kimm@cityofmillcreek.com<br>Phone: (425) 921-5745 |
| <b>Billing Contact</b>      | Kim Mason-Hatt<br>Admin<br><br>15728 Main St<br>Mill Creek, Washington 98012<br>Email: kimm@cityofmillcreek.com<br>Phone: (425) 921-5745 |
| <b>Authorized Signatory</b> | Kim Mason-Hatt<br>Admin<br><br>15728 Main St<br>Mill Creek, Washington 98012<br>Email: kimm@cityofmillcreek.com<br>Phone: (425) 921-5745 |

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MilCre-00114  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Mill Creek

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

|                          |  |
|--------------------------|--|
| <b>Project Manager</b>   | Kyle Graunke<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6452 |
| <b>Financial Manager</b> | Kyle Graunke<br><br>PO Box 47600<br>Olympia, Washington 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6452 |

State of Washington Department of Ecology  
Agreement No: WQSWCAP-1921-MilCre-00114  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Mill Creek

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Mill Creek

By: \_\_\_\_\_

By: \_\_\_\_\_

Heather R. Bartlett  
Water Quality  
Program Manager  
Date

Kim Mason-Hatt  
Admin  
Date

Template Approved to Form by  
Attorney General's Office



State of Washington Department of Ecology  
 Agreement No: WQSWCAP-1921-MilCre-00114  
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Mill Creek

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report. <br>
- \* Properly maintained project documentation.

**Project Administration/Management**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 1.1    | Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL. |          |
| 1.2    | Recipient Closeout Report (EAGL Form).  |          |
| 1.3    | Two-page draft and Final Outcome Summary Reports.   |          |

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 Recipient Name: City of Mill Creek

**SCOPE OF WORK**

Task Number: 2 **Task Cost: \$50,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
  - 2) Public involvement and participation activities.
  - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
    - a) Mapping of municipal separate storm sewer systems (MS4s).
    - b) Staff training.
    - c) Activities to identify and remove illicit stormwater discharges.
    - d) Field screening procedures.
    - e) Complaint hotline database or tracking system improvements.
  - 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
    - a) Development of an ordinance and associated technical manual or update of applicable codes.
    - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
    - c) Training for plan review or inspection staff.
    - d) Participation in applicable watershed planning effort.
  - 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
    - a) Inspecting and/or maintaining the MS4 infrastructure.
    - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
  - 6) Annual reporting activities.
  - 7) Establishing and refining stormwater utilities, including stable rate structures.
  - 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
- Monitoring, including:
- a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
  - 10) Source control for existing development (Phase I permit requirement), including:
    - a) Inventory and inspection program.
    - b) Technical assistance and enforcement.
    - c) Staff training.
  - 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

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purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Permit Implementation**

**Deliverables**

| <b>Number</b> | <b>Description</b>               | <b>Due Date</b> |
|---------------|----------------------------------|-----------------|
| 2.1           | Documentation of tasks completed |                 |

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**BUDGET**

**Funding Distribution EG200218**

*NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 1921 stormwater capacity                               Funding Type: Grant  
Funding Effective Date: 07/01/2019                                   Funding Expiration Date: 03/31/2021  
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)  
Type: State  
Funding Source %: 100%  
Description: Cap Grants-MTC Operating

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
Recipient Match %: 0%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

| 1921 stormwater capacity | Task Total   |
|--------------------------|--------------|
| Permit Implementation    | \$ 50,000.00 |

**Total: \$ 50,000.00**

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**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share       | Total               |
|---------------------------|-------------------|-----------------|---------------------|---------------------|
| 1921 stormwater capacity  | 0.00 %            | \$ 0.00         | \$ 50,000.00        | \$ 50,000.00        |
| <b>Total</b>              |                   | <b>\$ 0.00</b>  | <b>\$ 50,000.00</b> | <b>\$ 50,000.00</b> |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal



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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.frs.gov](http://www.frs.gov) <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

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## **GENERAL TERMS AND CONDITIONS**

### **Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

#### **1. ADMINISTRATIVE REQUIREMENTS**

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### **2. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### **3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY**

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### **4. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
  - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
  - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

#### 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

#### 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

#### 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

#### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

#### 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

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Agreement No: WQSWCAP-1921-MilCre-00114  
 Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
 Recipient Name: City of Mill Creek

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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Agreement No: WQSWCAP-1921-MilCre-00114

Project Title: 2019-2021 Biennial Stormwater Capacity Grants

Recipient Name: City of Mill Creek

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

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State of Washington Department of Ecology  
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Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Mill Creek

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

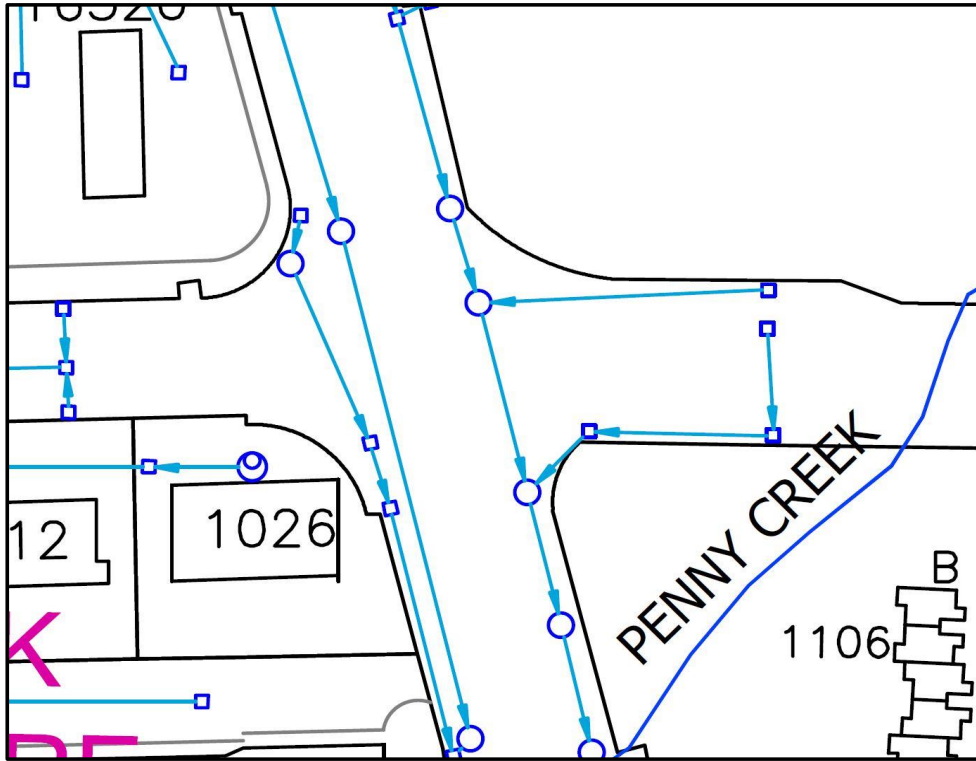


# Water Quality Stormwater Capacity Grant

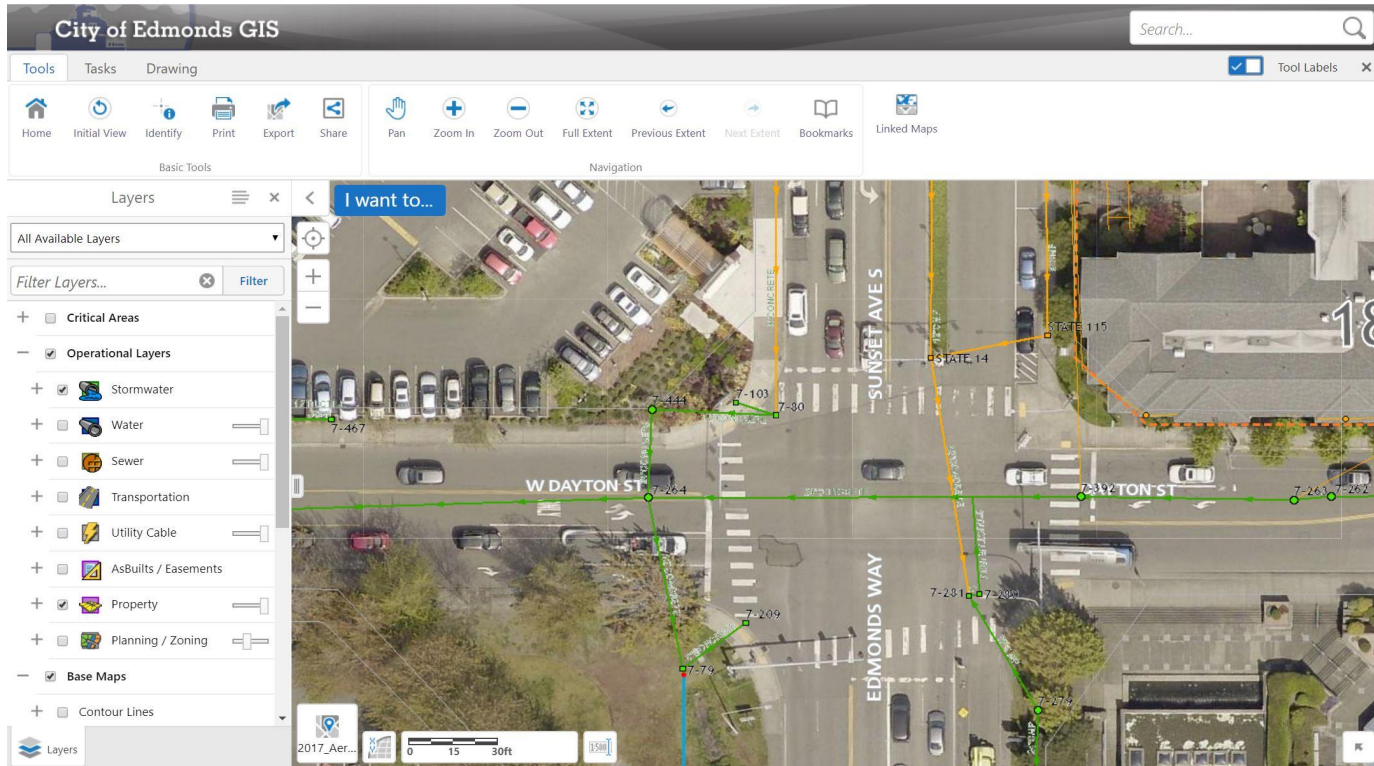
December 10<sup>th</sup>, 2019



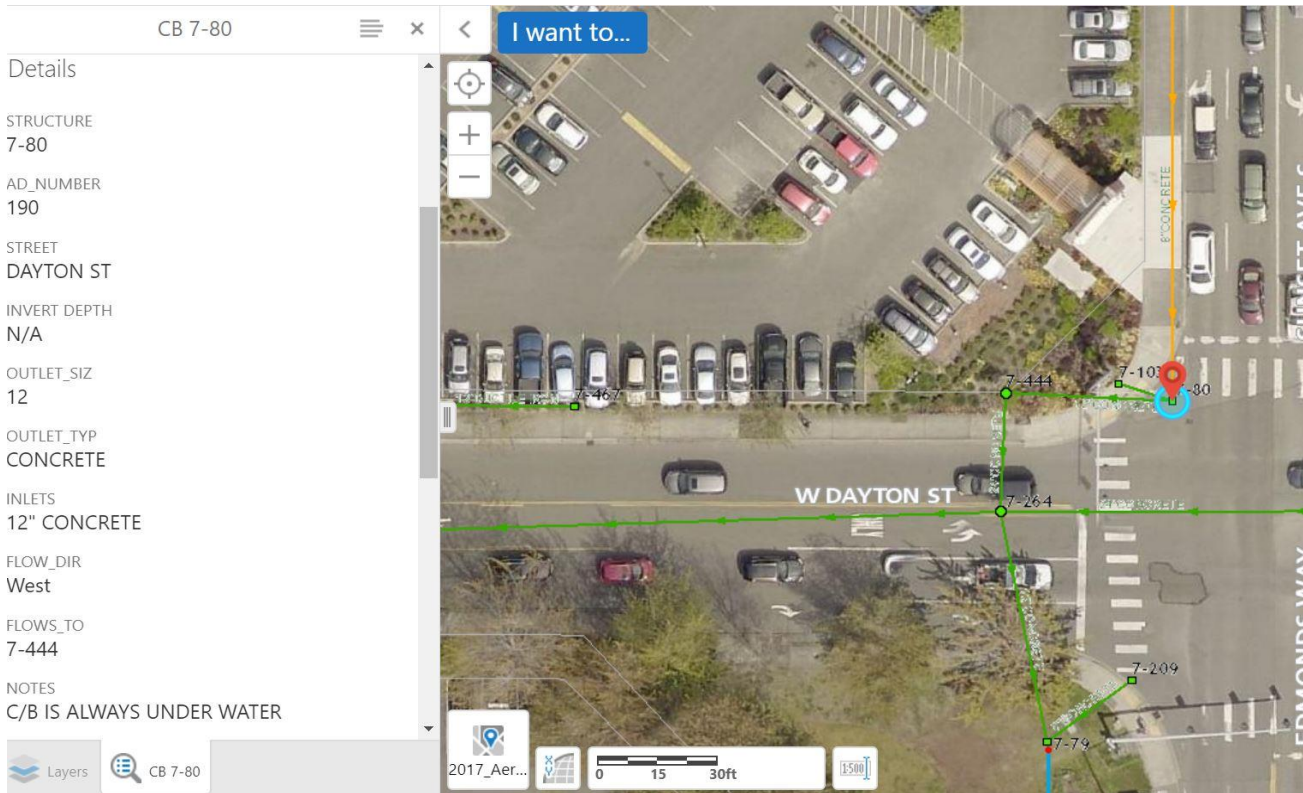
# Current System Map



# GIS - Map



# GIS - Asset Information



# GIS - Asset Information

Events

- 02-10-2015
- 02-11-2010
- 12-13-2007
- 01-25-2006
- 06-25-2001
- 03-10-1994
- 01-18-1993

Layers    CB 7-80

| 02-10-2015     |            |
|----------------|------------|
| <b>Details</b> |            |
| Date           | 02-10-2015 |
| Activity       | Serviced   |
| notes          | N/A        |



Gina Hortillosa, PE, PMP

Director of Public Works and Development Services

Matthew Feeley, PE

Supervising Engineer







Date: December 10, 2019

| A/P Check Batches |                             |                     |
|-------------------|-----------------------------|---------------------|
| Dated             | Check Numbers               | Amount              |
| 11/25/2019        | ACH Debit-DOR-Sales Tax-Oct | \$1,865.04          |
| 11/27/2019        | 61238-61293                 | \$356,538.53        |
| 12/03/2019        | 61294                       | \$2,565.06          |
| <b>Total</b>      |                             | <b>\$360,968.63</b> |

| Voided Checks |             |
|---------------|-------------|
| Numbers       | Explanation |
|               |             |

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 61238 through 61294, and ACH in the amount of \$360,968.63.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

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

\_\_\_\_\_  
Councilmember

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

Business Licensing and Taxes

<< My DOR Services

Oct-31-2019

Welcome, Silvea Gobraiel Settings Help Log Out

Home Return Payment for \$1,865.04 Oct-31-2019

Return Due: 11/25/2019

Period

CITY OF MILL CREEK  
600-598-011  
Excise Tax  
600-598-011  
Oct-31-2019  
Balance: \$0.00

Period Alerts

There are no alerts

I Want To

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

Summary

|               |              |
|---------------|--------------|
| Return Tax    | \$1,899.66   |
| Payment       | (\$1,865.04) |
| Return Credit | (\$34.62)    |
| Balance       | \$0.00       |

Period Activity

|             |                |                            |
|-------------|----------------|----------------------------|
| Nov-25-2019 | Payment posted | Payment for \$1,865.04     |
| Nov-14-2019 | Processed      | Combined Excise Tax Return |

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Working together to fund Washington's future

| Combined Excise Tax Return for October 2019 Receipts (posted in November 2019) |                 |                  |                 |                  |          |                 |
|--|-----------------|------------------|-----------------|------------------|----------|-----------------|
| 600-598-011<br>City of Mill Creek  |                 |                  |                 |                  |          |                 |
| State Business and Occupation Section  |                 |                  |                 |                  |          |                 |
| Line Code  | Tax Classific   | Gross Amount     | Total Deduction | Taxable Amount   | Rate     | Tax Due         |
| 0004   | Service & Oth   | 71,290.89        |                 | 71,290.89        | 0.015000 | 1,069.36        |
| 0002   | Retailing       | 7,351.13         | 7,351.13        | -                | 0.004710 | -               |
|  |                 | <b>78,642.02</b> | <b>7,351.13</b> | <b>71,290.89</b> |          | <b>1,069.36</b> |
| State Sales and Use Section  |                 |                  |                 |                  |          |                 |
| 0001   | Retail Sales    | 7,351.13         |                 | 7,351.13         | 0.065000 | 477.82          |
| Local Sales Section  |                 |                  |                 |                  |          |                 |
| 0045   | 3119 Mill Creek |                  |                 | 7,351.13         | 0.040000 | 294.05          |
| State Use Tax Section  |                 |                  |                 |                  |          |                 |
|  | State Use Tax   | 226.76           |                 | 226.76           | 0.065000 | 14.74           |
| Local Use Tax Section  |                 |                  |                 |                  |          |                 |
| 0045   | 3119 Mill Creek |                  |                 | 226.76           | 0.040000 | 9.07            |
| TOTAL Sales Tax  |                 |                  |                 |                  |          | 771.87          |
| TOTAL Use Tax  |                 |                  |                 |                  |          | 23.81           |
| Summary Section  |                 |                  |                 |                  |          |                 |
| State Business & Occupation Tax Total  |                 |                  |                 |                  |          | 1,069.36        |
| State Sales and Use Tax Total  |                 |                  |                 |                  |          | 492.56          |
| Local and regional Tax Total   |                 |                  |                 |                  |          | 303.12          |
| <b>TOTAL AMOUNT OWED:</b>  |                 |                  |                 |                  |          | <b>1,865.04</b> |

| For recurring month end journal entry: |                        |                 |                                  |
|--|------------------------|-----------------|----------------------------------|
|  |                        | DEBIT           | CREDIT                           |
| 001-014-518-90-49-53                   | Retail B&O tax         | -               | GF retail B&O                    |
| 001-014-518-90-49-53                   | Service & other B&O    | -               |                                  |
| 001-014-589-30-00-00                   | Sales Tax              | 771.87          | GF Retail ST                     |
| 001-000-229-00-04-00                   | Use Tax                | 23.81           | Use tax on purchases             |
| 001-000-111-10-00-00                   | cash                   |                 | 795.68 GF Retail & Use total tax |
| 401-401-531-38-49-51                   | SW Service & Other B&O | 114.31          | surface water b&o                |
| 401-000-111-10-00-00                   | cash                   |                 | 114.31 sw total tax              |
| 001-019-571-10-49-53                   | Retail B&O tax         | -               | P&R Retail B&O                   |
| 001-019-571-10-49-53                   | Service & other B&O    | 955.06          | P&R Service and Other b&o        |
| 001-019-589-30-00-00                   | sales tax              | -               | P&R ST                           |
| 001-000-111-10-00-00                   | cash                   |                 | 955.06 P&R total tax             |
|  |                        | <b>1,865.05</b> | <b>1,865.05</b>                  |

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

Prepared By Silvea Gobraiel  
 Approved By Tara Dunford  
 Date 11/13/2019



Transaction Detail



| Transaction Details |   |
|---------------------|---|
| Date:               | 11/26/2019  |
| Account Number:     | 000060104700  |
| Bank ID:            | 125000024   |
| Transaction:        | Preauthorized ACH Debit (455)   |
| Currency:           | USD   |
| Amount:             | 1,865.04  |
| Credit/Debit:       | DEBIT   |
| Customer Ref #:     | 000000000000  |
| Bank Reference:     | 29020409639   |
| Value Date:         |   |
| Immediate Avail:    | 0.00  |
| 1 Day Float:        | 0.00  |
| 2 Day Float:        | 0.00  |
| Text:               | WA DEPT REVENUE DES:TAX PYMT ID:3758078<br>INDN:CITY OF MILL CREEK CO ID:9916001118 CCD |

**Accounts Payable**

**Checks by Date - Detail by Check Date**

User: Jodieg  
 Printed: 12/4/2019 10:47 AM



| Check No | Vendor No<br>Invoice No  | Vendor Name<br>Description   | Check Date<br>Reference | Void Checks | Check Amount  |
|----------|--|--|-------------------------|-------------|---|
| 61238    | ALEXPRCO<br>60573<br>60573A<br>60573B<br>60573C  | Alexander Printing Company Inc<br>Imprint Business Cards<br>Imprint Business Cards<br>Imprint Business Cards<br>Imprint Business Cards   | 11/27/2019              |             | 215.48<br>71.83<br>35.91<br>35.91   |
|          |  | Total for Check Number 61238:  |                         | 0.00        | 359.13  |
| 61239    | ALLBATRY<br>800-10055585   | All Battery Sales & Service<br>Battery Car #41   | 11/27/2019              |             | 260.72  |
|          |  | Total for Check Number 61239:  |                         | 0.00        | 260.72  |
| 61240    | AMTESTIN<br>113125   | Am Test, Inc<br>5 - Fecal Coliform Analysis  | 11/27/2019              |             | 125.00  |
|          |  | Total for Check Number 61240:  |                         | 0.00        | 125.00  |
| 61241    | AMAZON<br>1419-X3GN-Y6YG<br>1VQX-3WVG-GPFP<br>1VQX-3WVG-GPFP1  | Amazon Capital Services<br>100Pk - 2032 Batteries<br>Phone Headset - City Clerk<br>Facial Tissue, Clorox Disinfecting Wipes - PD   | 11/27/2019              |             | 33.14<br>195.56<br>59.55  |
|          |  | Total for Check Number 61241:  |                         | 0.00        | 288.25  |
| 61242    | ARTSANDN<br>10/31/19   | Artistic Sandblasting NW<br>Veteran's Monument Engraving - 11 Names  | 11/27/2019              |             | 913.00  |
|          |  | Total for Check Number 61242:  |                         | 0.00        | 913.00  |
| 61243    | BANKCARE<br>1<br>10<br>11<br>11A<br>12<br>13<br>14<br>15<br>16<br>1A<br>2<br>2A<br>3<br>3A<br>4<br>5<br>5A<br>6<br>7 | Bank of America<br>HSG SPC Bravo Plate Carrier - SWAT Equipmen<br>League Management Website - Youth BB<br>260 - Wristbands - Youth Basketball<br>Use Tax - 260 - Wristbands - Youth Basketball<br>Stocker Farms Tickets - Social Event - YAB<br>Copy Editing Service - Historical Preservation P<br>Wreath - Veteran's Day Event Ceremony<br>My Building Permit.com Monthly Fee<br>Weapon Cabinet for Patrol Rifle<br>Use Tax - HSG SPC Bravo Plate Carrier - SWAT<br>Communication Cable Kit - Radio Equipment<br>Use Tax - Communication Cable Kit - Radio Eq<br>Grip Covers - Motor Unit<br>Use Tax - Grip Covers - Motor Unit<br>2 - 5.11 Active Shooter Bailout Bag<br>MTS2000 Radio Batteries<br>Use Tax - MTS2000 Radio Batteries<br>Mail Payment - USPS Flat Rate<br>.Com Domain Renewal | 11/27/2019              |             | 265.20<br>399.00<br>188.76<br>-17.94<br>350.13<br>351.92<br>181.67<br>59.95<br>129.99<br>-25.20<br>225.70<br>-21.45<br>366.96<br>-34.87<br>128.15<br>89.73<br>-8.53<br>25.50<br>40.16 |

# AGENDA ITEM #G.

| Check No                      | Vendor No<br>Invoice No | Vendor Name<br>Description  | Check Date<br>Reference | Void Checks | Check Amount |
|-------------------------------|-------------------------|---|-------------------------|-------------|--------------|
| 8                             |                         | Glock Front Sight Post  |                         |             | 61.77        |
| 9                             |                         | "Coffee With A Cop" Stickers, Signage, Label Pi                                 |                         |             | 1,076.16     |
| Total for Check Number 61243: |                         |   |                         | 0.00        | 3,832.76     |
| 61244                         | BANKCR16                | Bank of America   | 11/27/2019              |             |              |
| 1                             |                         | Credit - 2 - Distance Marking Spray Paint - Side                                |                         |             | -77.88       |
| 2                             |                         | 2 - Distance Marking Spray Paint - Sidewalks                                    |                         |             | 79.30        |
| 3                             |                         | Facility Fee - MC Rotary  |                         |             | 50.00        |
| 3A                            |                         | Lunch - MC Rotary Meeting - T Rogers 10/09                                      |                         |             | 17.00        |
| 4                             |                         | Lunch - MC Rotary Meeting - T Rogers 10/16                                      |                         |             | 17.00        |
| 5                             |                         | Parking - GIS Meeting - L Celuska 10/17   |                         |             | 4.00         |
| 6                             |                         | Lunch - MC Rotary Meeting - T Rogers 10/23                                      |                         |             | 17.00        |
| 7                             |                         | General Supplies for City Map Books   |                         |             | 13.68        |
| Total for Check Number 61244: |                         |   |                         | 0.00        | 120.10       |
| 61245                         | BENEAD<br>1911514       | Benefit Administration Co, LLC<br>Section 125 Flexible Benefits Plan - November | 11/27/2019              |             | 128.00       |
| Total for Check Number 61245: |                         |   |                         | 0.00        | 128.00       |
| 61246                         | BIOCLEAN<br>10465       | Bio Clean Inc<br>Decontamination-Bio Hazardous Materials-Car #                  | 11/27/2019              |             | 325.98       |
| Total for Check Number 61246: |                         |   |                         | 0.00        | 325.98       |
| 61247                         | BCS<br>2019-7MC         | Bridge Coordination Services<br>DV Services - October                           | 11/27/2019              |             | 1,946.84     |
| Total for Check Number 61247: |                         |   |                         | 0.00        | 1,946.84     |
| 61248                         | BRIDPETS<br>00116       | Bridges Pets<br>1 Grizzly Salmon/1 Victor High Pro Plus - Bagir                 | 11/27/2019              |             | 131.02       |
| Total for Check Number 61248: |                         |   |                         | 0.00        | 131.02       |
| 61249                         | BANKCR27                | Business Card   | 11/27/2019              |             |              |
| 1                             |                         | Mail Package - Case #2019-11473   |                         |             | 38.11        |
| 2                             |                         | DNA Cotton Swab, Sterile Water  |                         |             | 87.02        |
| 3                             |                         | 10 Year Service Award - R Mundwiler   |                         |             | 78.35        |
| 4                             |                         | 4 - 7x9 Award Plaques - Commemorate Service                                     |                         |             | 295.04       |
| 5                             |                         | Developing & Implementing a Long-Term Plan                                      |                         |             | 149.00       |
| 6                             |                         | Lodging - IACP Training - S Eastman 10/26 - 10                                  |                         |             | 1,316.07     |
| Total for Check Number 61249: |                         |   |                         | 0.00        | 1,963.59     |
| 61250                         | CBALDDES<br>11202019    | Christopher Baldwin Design<br>Design Services - Historical Preservation Project | 11/27/2019              |             | 1,000.00     |
| Total for Check Number 61250: |                         |   |                         | 0.00        | 1,000.00     |
| 61251                         | CODPUBCO<br>65291       | Code Publishing Company<br>Enactments: 100-02 PRA Policy - 2018-826, We         | 11/27/2019              |             | 799.95       |
| Total for Check Number 61251: |                         |   |                         | 0.00        | 799.95       |
| 61252                         | CROSSROA<br>8780        | Crossroad Sign<br>5 - Sign Panels - Historical Preservation Project-F           | 11/27/2019              |             | 6,793.54     |
| Total for Check Number 61252: |                         |   |                         | 0.00        | 6,793.54     |

| Check No | Vendor No<br>Invoice No                  | Vendor Name<br>Description  | Check Date<br>Reference       | Void Checks | Check Amount                   |
|----------|--|---|-------------------------------|-------------|--------------------------------|
| 61253    | DAYWIRE<br>499852                        | Day Wireless Systems (03)<br>Calibrated Onsite 9 SMD Units  | 11/27/2019                    |             | 717.60                         |
|          |  |   | Total for Check Number 61253: | 0.00        | 717.60                         |
| 61254    | DEWITTG<br>Reimb DeWitt                  | George DeWitt<br>Game Table - NNO   | 11/27/2019                    |             | 78.51                          |
|          |  |   | Total for Check Number 61254: | 0.00        | 78.51                          |
| 61255    | FELDMAJ<br>November 2019                 | Feldman & Lee, P.S.<br>Public Defender Contract - Flat Fee - Nov  | 11/27/2019                    |             | 9,000.00                       |
|          |  |   | Total for Check Number 61255: | 0.00        | 9,000.00                       |
| 61256    | FREESEL<br>2-2019                        | Lois Freese<br>Conflict Public Defender - 9Z0775384   | 11/27/2019                    |             | 300.00                         |
|          |  |   | Total for Check Number 61256: | 0.00        | 300.00                         |
| 61257    | GTENORTH<br>425 316-0326<br>425 745-6974 | Frontier<br>Alarm System Line Chgs-Cook House 10/16-11/<br>CC Line, Fax, Prop Rm 09/19-10/18  | 11/27/2019                    |             | 65.40<br>174.85                |
|          |  |   | Total for Check Number 61257: | 0.00        | 240.25                         |
| 61258    | GRYOSBRN<br>1<br>3<br>4                  | Gray & Osborne Inc<br>Prof Svcs - 2020 Grade C Stormwater Pipe Repa<br>Prof Svcs - EGVV Spine Road 10/13 - 11/09<br>Prof Svcs - 2020 Grade C Stormwater Pipe Repa | 11/27/2019                    |             | 924.48<br>3,798.98<br>8,355.37 |
|          |  |   | Total for Check Number 61258: | 0.00        | 13,078.83                      |
| 61259    | GUARDSEC<br>947735                       | Guardian Security<br>Replace Fire Alarm Panel - MC Library - Final P  | 11/27/2019                    |             | 1,961.38                       |
|          |  |   | Total for Check Number 61259: | 0.00        | 1,961.38                       |
| 61260    | HARRISF<br>ITCS508320                    | Harris Ford<br>LOF, Replace Fuel Filter, Evaluate Steering PW.  | 11/27/2019                    |             | 418.77                         |
|          |  |   | Total for Check Number 61260: | 0.00        | 418.77                         |
| 61261    | HEATHI<br>Reimb Heath<br>Reimb Heath     | Iliia Heath<br>Reimb Meals - Admin Prof Seminar - I Heath 11<br>Reimb Meals-Property & EvidenceTraining - I H   | 11/27/2019                    |             | 17.00<br>85.00                 |
|          |  |   | Total for Check Number 61261: | 0.00        | 102.00                         |
| 61262    | NWCASC<br>0551313802<br>0551315455       | Honey Bucket<br>Honey Bucket Rental - Veteran's Day Parade<br>Credit - Honey Bucket Rental - Jackson HS Sky   | 11/27/2019                    |             | 175.00<br>-72.67               |
|          |  |   | Total for Check Number 61262: | 0.00        | 102.33                         |
| 61263    | KIDWELLT<br>Reimb Kidwell                | Tyler Kidwell<br>Firearms Instructor Course Book - T Kidwell  | 11/27/2019                    |             | 61.40                          |
|          |  |   | Total for Check Number 61263: | 0.00        | 61.40                          |
| 61264    | LANEP<br>3810889<br>3810890              | Lanepowell<br>Prof Legal Svcs - Employment - Oct<br>Prof Legal Svcs - Public Records Act Lawsuit - C  | 11/27/2019                    |             | 41,764.10<br>12,682.66         |

# AGENDA ITEM #G.

| Check No | Vendor No<br>Invoice No   | Vendor Name<br>Description   | Check Date<br>Reference       | Void Checks | Check Amount  |
|----------|---|--|-------------------------------|-------------|---|
|          |   |  | Total for Check Number 61264: | 0.00        | 54,446.76   |
| 61265    | LESSCHW<br>39500473102  | Les Schwab<br>Truck Chains - PW2, PW3  | 11/27/2019                    |             | 238.64  |
|          |   |  | Total for Check Number 61265: | 0.00        | 238.64  |
| 61266    | McClure<br>7  | McClure and Sons, Inc.<br>Construction - Exploration Park - Progress Pmt #   | 11/27/2019                    |             | 91,259.78   |
|          |   |  | Total for Check Number 61266: | 0.00        | 91,259.78   |
| 61267    | NATBARR<br>284665<br>284666   | National Barricade Co., LLC<br>40 - Traffic Cones - Community Events<br>40 - Traffic Cones, 25 - Delineator Traffic Cones  | 11/27/2019                    |             | 701.68<br>1,405.56  |
|          |   |  | Total for Check Number 61267: | 0.00        | 2,107.24  |
| 61268    | NELSONM<br>7251<br>7252   | Melissa Nelson<br>Music For Preschool - 9:30AM 10/18 - 11/15 #7:<br>Music For Preschool - 10:30AM 10/18 - 11/15 #  | 11/27/2019                    |             | 771.40<br>728.00  |
|          |   |  | Total for Check Number 61268: | 0.00        | 1,499.40  |
| 61269    | OMWATT<br>829336<br>829337<br>829338<br>829338A<br>829343<br>829466<br>829466A<br>829466B<br>831642 | Ogden Murphy Wallace Attorneys<br>Prof Legal Services - Comcast Franchise - Augu:<br>Prof Legal Services - CED - August<br>Prof Legal Services - Heron Park - August<br>Prof Legal Services - Seattle Hill Rd Preservatio<br>Prof Legal Services - 35th Ave SE Reconstructio<br>Prof Legal Services - Heron Park - September<br>Prof Legal Services - DCD - September<br>Prof Legal Services - Historic Preservation Gran<br>Prof Legal Services - RP Investigations/Complai | 11/27/2019                    |             | 1,483.50<br>194.50<br>138.00<br>537.50<br>1,915.00<br>201.00<br>301.50<br>182.00<br>12,815.00 |
|          |   |  | Total for Check Number 61269: | 0.00        | 17,768.00   |
| 61270    | PGFREEZ<br>INV-6882   | Page Freezer<br>Social Media & Website Archiving   | 11/27/2019                    |             | 1,188.00  |
|          |   |  | Total for Check Number 61270: | 0.00        | 1,188.00  |
| 61271    | PAWS<br>October 2019  | PAWS<br>Animals Brought To Shelter - Oct   | 11/27/2019                    |             | 1,309.00  |
|          |   |  | Total for Check Number 61271: | 0.00        | 1,309.00  |
| 61272    | Peckman<br>2E   | Peckham & McKenney<br>Background Investigation - Naomi Fay   | 11/27/2019                    |             | 214.38  |
|          |   |  | Total for Check Number 61272: | 0.00        | 214.38  |
| 61273    | ELLITIRE<br>064462010433<br>064462010484<br>064462010564  | PepBoys-Remittance Dept<br>Replaced Vent Solenoid, Fuel Cap, Eng. Diagnos<br>LOF - Car #42<br>Install Battery - Car #41  | 11/27/2019                    |             | 501.63<br>54.89<br>98.82  |
|          |   |  | Total for Check Number 61273: | 0.00        | 655.34  |
| 61274    | PHILPUB<br>30806  | Philips Publishing<br>Credit - Overpayment Postage   | 11/27/2019                    |             | -403.33   |

# AGENDA ITEM #G.

| Check No | Vendor No<br>Invoice No  | Vendor Name<br>Description   | Check Date<br>Reference       | Void Checks | Check Amount   |
|----------|--|--|-------------------------------|-------------|--|
|          | 30806A   | Ad Revenue - Mill Creek City Connection - Win  |                               |             | -7,130.00  |
|          | 30806B   | Mill Creek City Connection - Winter  |                               |             | 16,238.88  |
|          |  |  | Total for Check Number 61274: | 0.00        | 8,705.55   |
| 61275    | WASPC<br>INV029132   | WA. Assoc of Sheriffs & Police Chiefs<br>WASPC Fall Conf - G Elwin, S Eastman 11/18 -  | 11/27/2019                    |             | 600.00   |
|          |  |  | Total for Check Number 61275: | 0.00        | 600.00   |
| 61276    | SNOCPUD<br>105226391<br>121768505<br>125094387<br>141504842<br>144850312<br>151435546<br>164277760<br>167512884  | PUD No. 1 of Snohomish County<br>2725 Seattle Hill Rd 10/09 - 11/06<br>1900 164th St SE 10/09 - 11/07<br>15720 Main St 10/16 - 11/13<br>2024 Seattle Hill Rd 10/09 - 11/06<br>15720 Main St Unit B 10/16 - 11/13<br>14810 35th Ave SE 10/08 - 11/06<br>2720 Seattle Hill Rd 10/09 - 11/06<br>15803 32nd Ave SE 10/09 - 11/06   | 11/27/2019                    |             | 15.66<br>28.91<br>1,500.52<br>34.05<br>314.47<br>59.64<br>15.66<br>32.97   |
|          |  |  | Total for Check Number 61276: | 0.00        | 2,001.88   |
| 61277    | RH2<br>74856   | RH2 Engineering, Inc.<br>Prof Svcs - RRFB Upgrade Project Through 10/2   | 11/27/2019                    |             | 1,140.86   |
|          |  |  | Total for Check Number 61277: | 0.00        | 1,140.86   |
| 61278    | ROGERST<br>Reimb Rogers  | Tom Rogers<br>Reimb Meal - MC Rotary Mtg - T Rogers 11/13  | 11/27/2019                    |             | 17.00  |
|          |  |  | Total for Check Number 61278: | 0.00        | 17.00  |
| 61279    | SNOCOSHO<br>1000512455   | Snohomish County Sheriff's Office<br>Range Use - 10 Hrs 10/01  | 11/27/2019                    |             | 580.00   |
|          |  |  | Total for Check Number 61279: | 0.00        | 580.00   |
| 61280    | SHORECON<br>11202019   | Shoreline Construction Co.<br>5% Retainage Sweetwater Ranch Sinkhole Repa  | 11/27/2019                    |             | 38,745.82  |
|          |  |  | Total for Check Number 61280: | 0.00        | 38,745.82  |
| 61281    | SILVERL<br>14112-27585<br>14737-19068<br>17679-27345<br>17684-27596<br>24079-27593<br>32140-27632<br>32141-27633<br>35995-27914<br>35996-27914<br>35997-27914<br>35998-27914<br>35999-27914<br>36000-27914<br>36016-27914<br>36025-27914<br>36026-27914<br>36365-27593<br>37034-30017<br>37680-27914 | Silverlake Water District<br>132nd & SR 527 Irrig 10/01-10/31<br>13617 28th Dr SE Irrig 10/01-10/31<br>15429 1/2 Bothell Everett Hwy 10/01-10/31<br>15429 Bothell Way-Irrig 10/01-10/31<br>Hillside Irrig 10/01-10/31<br>13903 N Creek Dr-Irrig 10/01-10/31<br>13903 N Creek Dr 10/01-10/31<br>SR 527-Irrig 10/01-10/31<br>14600 SR 527-Irrig 10/01-10/31<br>13800 N SR 527 - Irrig 10/01 - 10/31<br>1600 SR 527 - Irrig 10/01 - 10/31<br>15200 SR 527 - Irrig 10/01 - 10/31<br>15100 N SR 527 - Irrig 10/01 - 10/31<br>SR 527 & Trillium Blvd - Irrig 10/01 - 10/31<br>14600 SR 527 - Irrig 10/01 - 10/31<br>SR 527 & Dumas Rd - Irrig 10/01 - 10/31<br>Dumas Rd Irrigation 10/01 - 10/31<br>14721 12th Ave SE - Irrig 10/01 - 10/31<br>0 33rd & Northpointe Circle-Irrig 10/01-10/31 | 11/27/2019                    |             | 7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>71.70<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>7.60<br>22.30<br>7.60<br>136.60 |

| Check No | Vendor No<br>Invoice No     | Vendor Name<br>Description   | Check Date<br>Reference       | Void Checks | Check Amount         |
|----------|-----------------------------|--|-------------------------------|-------------|----------------------|
|          | 40191-27914                 | 13315 45th Ave SE-Restroom 10/01-10/31   |                               |             | 68.00                |
|          |                             |  | Total for Check Number 61281: | 0.00        | 420.20               |
| 61282    | SNOCOM<br>2033              | Snohomish County 911<br>Dispatch Services - December   | 11/27/2019                    |             | 19,690.67            |
|          |                             |  | Total for Check Number 61282: | 0.00        | 19,690.67            |
| 61283    | SNOCOPW1<br>1000511719      | Snohomish County Public Works<br>Solid Waste Charges-Cook Property Clean-up  | 11/27/2019                    |             | 310.00               |
|          |                             |  | Total for Check Number 61283: | 0.00        | 310.00               |
| 61284    | SNDPUBIN<br>EDH880725       | Sound Publishing Inc<br>Property Tax & EMS Levies Public Hearing   | 11/27/2019                    |             | 61.54                |
|          |                             |  | Total for Check Number 61284: | 0.00        | 61.54                |
| 61285    | STATEAUD<br>L133464         | State Auditor's Office<br>Statutory Audit Services 2017-2018   | 11/27/2019                    |             | 31,481.46            |
|          |                             |  | Total for Check Number 61285: | 0.00        | 31,481.46            |
| 61286    | STOWE<br>11/15/19           | Stowe Development & Strategies, LLC<br>Interim City Manager Services   | 11/27/2019                    |             | 20,542.50            |
|          |                             |  | Total for Check Number 61286: | 0.00        | 20,542.50            |
| 61287    | USIC<br>354988<br>354988A   | USIC Locating Services, LLC<br>68 NC Locates/58 Ticket Locates<br>67 NC Locates/57 Ticket Locates                            | 11/27/2019                    |             | 1,390.93<br>1,390.92 |
|          |                             |  | Total for Check Number 61287: | 0.00        | 2,781.85             |
| 61288    | UULC<br>9100185<br>9100185A | Utilities Underground Location Center<br>On Call Location Services - 58 Locates<br>On Call Location Services - 58 Locates    | 11/27/2019                    |             | 74.82<br>74.82       |
|          |                             |  | Total for Check Number 61288: | 0.00        | 149.64               |
| 61289    | VALWHIT<br>7329<br>7330     | Val Whiting Hoop Academy<br>Ultimate Frisbee Clinic - Female Identified 11/16<br>Ultimate Frisbee Clinic - Co-Ed 11/17 #7330 | 11/27/2019                    |             | 157.50<br>252.00     |
|          |                             |  | Total for Check Number 61289: | 0.00        | 409.50               |
| 61290    | VERIZON<br>9842558263       | Verizon Wireless<br>Access & Usage Chgs - City Cell Phones 10/21 -   | 11/27/2019                    |             | 1,186.14             |
|          |                             |  | Total for Check Number 61290: | 0.00        | 1,186.14             |
| 61291    | WWGRAIN<br>9347790256       | W.W. Grainger, Inc.<br>Retrofit Kit - Urinal - CHS, Hazard Marking Tap   | 11/27/2019                    |             | 392.50               |
|          |                             |  | Total for Check Number 61291: | 0.00        | 392.50               |
| 61292    | WCLLC<br>October 2019       | WIESE CONSULTING, LLC<br>Prof Svcs - Grade F Pipe Repairs - October  | 11/27/2019                    |             | 2,085.93             |
|          |                             |  | Total for Check Number 61292: | 0.00        | 2,085.93             |
| 61293    | ZAC&THOM                    | Zachor & Thomas, Inc., P.S.  | 11/27/2019                    |             |                      |

# AGENDA ITEM #G.

| Check No | Vendor No<br>Invoice No | Vendor Name<br>Description                | Check Date<br>Reference       | Void Checks | Check Amount |
|----------|-------------------------|---|-------------------------------|-------------|--------------|
|          | 19-MCR00011             | Monthly Prosecution Legal Retainer - Nov  |                               |             | 9,500.00     |
|          |                         |   | Total for Check Number 61293: | 0.00        | 9,500.00     |
|          |                         |   | Total for 11/27/2019:         | 0.00        | 356,538.53   |
| 61294    | BANKCR20                | Business Card                             | 12/03/2019                    |             |              |
|          | 1                       | Temporary Fencing - Exploration Park      |                               |             | 294.13       |
|          | 10                      | Fire Extinguisher Cabinet Supplies - CHN  |                               |             | 116.31       |
|          | 11                      | Wet/Dry Vac, Wet Filters - PW Shop        |                               |             | 185.44       |
|          | 12                      | Drill Bits & Latches                      |                               |             | 29.70        |
|          | 13                      | Finger Pinch Protector Guards             |                               |             | 1,122.36     |
|          | 14                      | Assorted Screws                           |                               |             | 4.95         |
|          | 15                      | Striping - 148th St ROW - MC Elementary   |                               |             | 96.58        |
|          | 2                       | Plants - Veteran's Monument               |                               |             | 71.36        |
|          | 3                       | Portable Heater - MC Library              |                               |             | 198.52       |
|          | 4                       | 3/8" Galvanized Shackles - Sweeper Repair |                               |             | 9.88         |
|          | 5                       | Locks, Latches - CHN                      |                               |             | 133.14       |
|          | 6                       | Snow Shovels                              |                               |             | 46.34        |
|          | 7                       | Security Camera Demo Install - CHS        |                               |             | 41.18        |
|          | 8                       | Safety Finger Guards                      |                               |             | 82.71        |
|          | 9                       | 18V Lithium Batteries                     |                               |             | 132.46       |
|          |                         |   | Total for Check Number 61294: | 0.00        | 2,565.06     |
|          |                         |   | Total for 12/3/2019:          | 0.00        | 2,565.06     |
|          |                         |   | Report Total (57 checks):     | 0.00        | 359,103.59   |





Date: December 10, 2019

| Payroll Check Batches |                                    |                     |
|-----------------------|------------------------------------|---------------------|
| Dated                 | Check Numbers                      | Amount              |
| 11/25/2019            | ACH Automatic Deposit Checks       | \$154,752.88        |
| 11/25/2019            | ACH Wire- FWT & Medicare Taxes     | \$27,060.66         |
| 11/25/2019            | ACH Wire MEBT – Wilmington Trust   | \$27,144.85         |
| 11/25/2019            | ACH Wire – BAC – Flex Savings Acct | \$1,312.15          |
| 11/25/2019            | ACH Wire – ICMA RC – Def. Comp     | \$1,606.11          |
| <b>Total</b>          |                                    | <b>\$211,876.65</b> |
|                       |                                    |                     |
|                       |                                    |                     |

| Voided Checks |             |
|---------------|-------------|
| Numbers       | Explanation |
|               |             |

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$211,876.65.

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

\_\_\_\_\_

\_\_\_\_\_  
Councilmember

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

\_\_\_\_\_  
Councilmember

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

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2019\Payroll Voucher Approval 11.25.19.docx  
12/4/2019

Statistical Summary

**Statistical Summary**

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete  
 Week#:47 Pay Date:11/25/2019 P/E Date:11/15/2019  
 Qtr/Year:4/2019 Run Time/Date:17:12:44 PM EST 11/21/2019

|  |   |                  |                   |                                   |
|--|---|------------------|-------------------|-----------------------------------|
| <b>Taxes Debited</b>                     | Federal Income Tax                            | 20,203.01        |                   |                                   |
|  | Earned Income Credit Advances                 | 0.00             |                   |                                   |
|  | Social Security - EE                          | 0.00             |                   |                                   |
|  | Social Security - ER                          | 0.00             |                   |                                   |
|  | Social Security Adj - EE                      | 0.00             |                   |                                   |
|  | Medicare - EE                                 | 3,148.65         |                   |                                   |
|  | Medicare - ER                                 | 3,148.78         |                   |                                   |
|  | Medicare Adj - EE                             | 0.13             |                   |                                   |
|  | Medicare Surtax - EE                          | 0.00             |                   |                                   |
|  | Medicare Surtax Adj - EE                      | 0.00             |                   |                                   |
|  | COBRA Premium Assistance Payments             | 0.00             |                   |                                   |
|  | Federal Unemployment Tax                      | 0.00             |                   |                                   |
|  | State Income Tax                              | 0.00             |                   |                                   |
|  | Non Resident State Income Tax                 | 0.00             |                   |                                   |
|  | State Unemployment Insurance - EE             | 0.00             |                   |                                   |
|  | State Unemployment Insurance Adj - EE         | 0.00             |                   |                                   |
|  | State Disability Insurance - EE               | 0.00             |                   |                                   |
|  | State Disability Insurance Adj - EE           | 0.00             |                   |                                   |
|  | State Unemployment/Disability Ins - ER        | 0.00             |                   |                                   |
|  | State Family Leave Insurance - EE             | 186.61           |                   |                                   |
|  | State Family Leave Insurance - ER             | 0.00             |                   |                                   |
|  | State Medical Leave Insurance - EE            | 168.04           |                   |                                   |
|  | State Medical Leave Insurance - ER            | 205.44           |                   |                                   |
|  | Transit Tax - EE                              | 0.00             |                   |                                   |
|  | Workers' Benefit Fund Assessment - EE         | 0.00             |                   |                                   |
|  | Workers' Benefit Fund Assessment - ER         | 0.00             |                   |                                   |
|  | Local Income Tax                              | 0.00             |                   |                                   |
|  | School District Tax                           | 0.00             |                   |                                   |
|  | <b>Total Taxes Debited</b>                    | <b>27,060.66</b> |                   |                                   |
| <b>Other Transfers</b>                   | Full Service Direct Deposit Accl              | 154,752.88       |                   |                                   |
|  | <b>Total Amount Debited From Your Account</b> |                  | <b>181,813.54</b> | <b>Total Liability 181,813.54</b> |
| <b>Bank Debits &amp; Other Liability</b> | Checks  | 0.00             |                   | <b>181,813.54</b>                 |
|  | Adjustments/Prepay/Voids                      | (0.13)           |                   | <b>181,813.41</b>                 |
| <b>Taxes- Your Responsibility</b>        | None this payroll                             |                  |                   | <b>181,813.41</b>                 |

**Outgoing Payments Report**

**Company:** City of Mill Creek  
**Requester:** Gobrael, Silvea  
**Run Date:** 11/27/2019 11:46:30 AM CST



**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

**Status:** Confirmed Rv Bank  
**Transaction Number:**

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

**Debit Account Information**

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

**Beneficiary Details**

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

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

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

**Payment Details**

**Credit Currency:** USD  
**Credit Amount:** 27,144.85

**Value Date:** 11/27/2019

**Optional Information**

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

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

**Input:** lolleo  
**Modified:** lolleo  
**Approved:** sgobraiel  
**Initial Confirmation:**  
**Confirmation #**

**Input Time:** 11/26/2019 3:08:55 PM CST  
**Time:** 11/26/2019 4:24:54 PM CST  
**Time:** 11/26/2019 4:28:35 PM CST

ACH Cash Pro Online  
City of Mill Creek

Report Date: 11/26/2019  
Report Time: 03:13:14 PM

**Batch Summary Report by ID Number**

|                          |                              |                        |            |
|--------------------------|------------------------------|------------------------|------------|
| <b>Company Name:</b>     | City of Mill 01              | <b>Effective Date:</b> | 11/27/2019 |
| <b>ACH ID:</b>           |                              | <b>Batch Sequence:</b> | 1          |
| <b>Application Name:</b> | CCD Payments and Collections | <b>Database Name:</b>  | BAC        |
| <b>Batch Status:</b>     | Released                     | <b>Created By:</b>     | LOTLEO     |
| <b>Released By:</b>      | SGOBRAIEL                    |                        |            |

| <u>Name</u> | <u>ID</u>          | <u>Amount</u> | <u>D/C</u> | <u>Bank ID</u> | <u>Account #</u> | <u>Acct Type</u> | <u>Trace #</u> |
|-------------|--------------------|---------------|------------|----------------|------------------|------------------|----------------|
| BAC         | BENEFIT ADMIN<br>C | \$1,312.15    | C          |                |                  | C                |                |

|          | <u>Total Amount in Batch</u> | <u>Total Count in Batch</u> |
|----------|------------------------------|-----------------------------|
| Debits   | \$0.00                       | 0                           |
| Credits  | \$1,312.15                   | 1                           |
| Prenotes | \$0.00                       | 0                           |

|          | <u>Grand Total Amount</u> | <u>Grand Total Count</u> |
|----------|---------------------------|--------------------------|
| Debits   | \$0.00                    | 0                        |
| Credits  | \$1,312.15                | 1                        |
| Prenotes | \$0.00                    | 0                        |

**Outgoing Payments Report**



**Company:** City of Mill Creek  
**Requester:** Gobrael, Silvea  
**Run Date:** 11/27/2019 8:51:02 AM CST

**Domestic High Value (Wire)**

**Payment Category:** Urgent/Wire

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

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

**Debit Account Information**

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

**Beneficiary Details**

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

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

**Payment Details**

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

**Value Date:** 11/27/2019

**Optional Information**

**Sender's Reference Number:** 302029

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

**Additional Routing**

**Intermediary Bank ID:**

**Receiver Information:**

**Control Information**

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

**Input Time:** 11/26/2019 4:30:19 PM CST  
**Time:** 11/26/2019 4:34:46 PM CST



Administration Division

November 25, 2019

The Honorable Pam Pruitt  
City of Mill Creek  
15728 Mill Creek Blvd.  
Mill Creek, WA 98012

Re: Annual Certification of Board of Health Representative

Dear Mayor Pruitt:

Last year the Board of Health passed Res. 18-26 (attached) amending language to the Snohomish Health District Charter regarding membership and city representation. As noted in last year's letter dated December 12, 2018, the amended language establishes a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns. It also implements a rotation amongst the cities in each County Council district on an annual or semi-annual basis. Res. 18-26 became effective January 1, 2019, and the appointment of the 2019 representative was the start of the rotation cycle.

Per the Health District Charter, the largest city within each Council district appoints a Board of Health representative in accordance with that city's procedure for making such appointments. Mountlake Terrace is the largest city in District 4 and appoints its own representative.

For the remaining cities, the Charter now calls for the cities and towns in each Council district to select a single representative **by majority vote of those cities**. Brier shares its representation on the Board with the other cities in District 4 – Bothell and Brier. The current representative for your city is Bothell Councilmember Liam Olsen, also serves on the Board's Administration Committee.

The Board sets local public health policy and oversees the operations of the Health District. In addition to attending monthly Board of Health meetings, Board members serve on one of three committees. These committees meet regularly and address topics such as budgeting, Board governance, and policy matters.

Certification must occur before representatives can assume their seat on the Board. It's our hope that Mill Creek, Bothell, and Brier can, by majority vote, certify their representative **by Monday, January 13**. If not, the incumbent continues as a voting member of the Board until the certification process is complete in District 4.

Please mail your certification letter signed by you or your city manager to me at the address below or via email to [lcarl@snohd.org](mailto:lcarl@snohd.org). Thank you for your assistance with this process, Mayor Pruitt. If you have any questions, please call me at (425) 339-8687.

Sincerely,

Shawn Frederick, Interim Administrator

Attach: Board of Health Res. 18-26  
cc: Mill Creek City Council

3020 Rucker Avenue, Suite 306 ■ Everett, WA 98201-3900 ■ ph: 425.339.5210 ■ fax: 425.339.5263





Administration Division

SNOHOMISH HEALTH DISTRICT  
RESOLUTION OF THE BOARD OF HEALTH

RESOLUTION NUMBER: 18-26

RESOLUTION SUBJECT: AMENDING ARTICLE III OF THE CHARTER OF THE  
SNOHOMISH HEALTH DISTRICT ADDRESSING BOARD OF  
HEALTH MEMBERSHIP AND CITY REPRESENTATION

WHEREAS, members of the Board of Health are selected to ensure geographic representation of the entire County, including one County Council member from each of the five County Council Districts, one city council member from the largest city in each of the five County Council Districts, and one elected representative selected from among the smaller cities and towns in each of the five County Council Districts; and

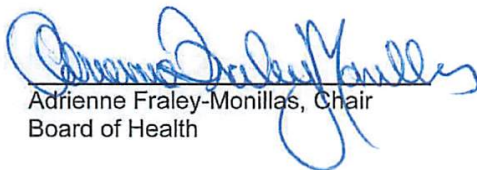
WHEREAS, smaller cities and towns in the county have not had a clear or consistent means of selecting a representative from each of the five County Council Districts that provides fair opportunities for representation; and

WHEREAS, the Board of Health desires to establish a more clearly defined process that includes fair and balanced representation and an opportunity for all smaller cities and towns to participate on the Board of Health;

NOW, THEREFORE, BE IT RESOLVED that the Board of Health for the Snohomish Health District does hereby amend Article III of its Charter as set forth in Exhibit A attached hereto relating to the Board of Health membership and establishing a more clearly defined process of selection and membership for Board of Health positions for smaller cities and towns in each of the five County Council Districts;


AND, BE IT FURTHER RESOLVED that this amendment takes effect January 1, 2019.

ADOPTED this 11<sup>th</sup> day of December 2018.



Adrienne Fraley-Monillas, Chair  
Board of Health

ATTEST:



Jefferson S. Ketchel, MA, RS  
Administrator

3020 Rucker Avenue, Suite 306 ■ Everett, WA 98201-3900 ■ ph: 425.339.5210 ■ fax: 425.339.5263



**EXHIBIT A**

**ARTICLE III – MEMBERSHIP**

1. Board Membership. The Board of Health shall be composed of a total of 15 members, with 3 members geographically from each of the 5 Snohomish County Council Districts.
  - (a) One Snohomish County Council member shall represent each of the 5 County Council Districts.
  - (b) The largest city within each of the 5 County Council Districts, as determined by the most recent official population numbers from the State of Washington, shall select one Board of Health representative from the city's council.
  - (c) The cities and towns within each of the 5 County Council Districts, other than the largest city, shall collectively select one Board of Health representative from among their elected mayors and Council members. Selection of the representative shall be in accordance with sections 3(b) below.
2. When any city has residents within more than one County Council District, that city shall be considered to belong to the Council District wherein the majority of the city's population resides.
3. Selection Procedure for City/Town Representatives/Certification
  - (a) The largest city within each County Council District shall appoint a Board of Health representative in accordance with each city's procedure for making such appointments. The representative appointed shall be certified annually by the mayor or city manager as properly appointed in a letter to the Health District.
  - (b) Cities and towns other than the largest within each County Council District jointly shall annually select a single representative by a ~~method of their choosing~~ majority vote of all cities and towns but excluding the largest city within the County Council District. If eligible, the Board position shall continue to be held by the incumbent until the appointment and certification for the ensuing year. In the event of a tie vote the Chair of the Board of Health shall cast the deciding vote by coin toss at a meeting that's open to the public. This representative shall be jointly certified annually by the mayors or city managers as properly appointed in a letter to the Health District. Provided, however, in County Council Districts where there is more than one small city or town, no representative of a city or town shall serve more than two consecutive years unless, where applicable, a majority plus one of the cities and towns eligible to vote (a super majority) agree to such additional year or years of service. Where a super majority is not applicable, because of the number of small cities and towns in a County Council District, a unanimous vote shall be required to authorize more than two consecutive years. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum. Once a

representative of an eligible city or town has served on the Board of Health the next selection of a representative shall be from a different city or town within the County Council District until all cities and towns have had an opportunity to serve. Once all cities and towns within the Council District have had an opportunity for a representative of their city or town to serve, the order of selection from all cities and towns shall be repeated in the same order. If a city or town declines to offer an elected mayor or councilmember to serve on the Board of Health, a representative from another city or town shall be considered. No city or town shall have a representative appointed for subsequent terms to the Board of Health until all cities and towns within a County Council District have had an opportunity for a representative to serve.

- (c) Certification of representatives must occur before representatives can assume their seat on the Board of Health.

4. Terms of Office.

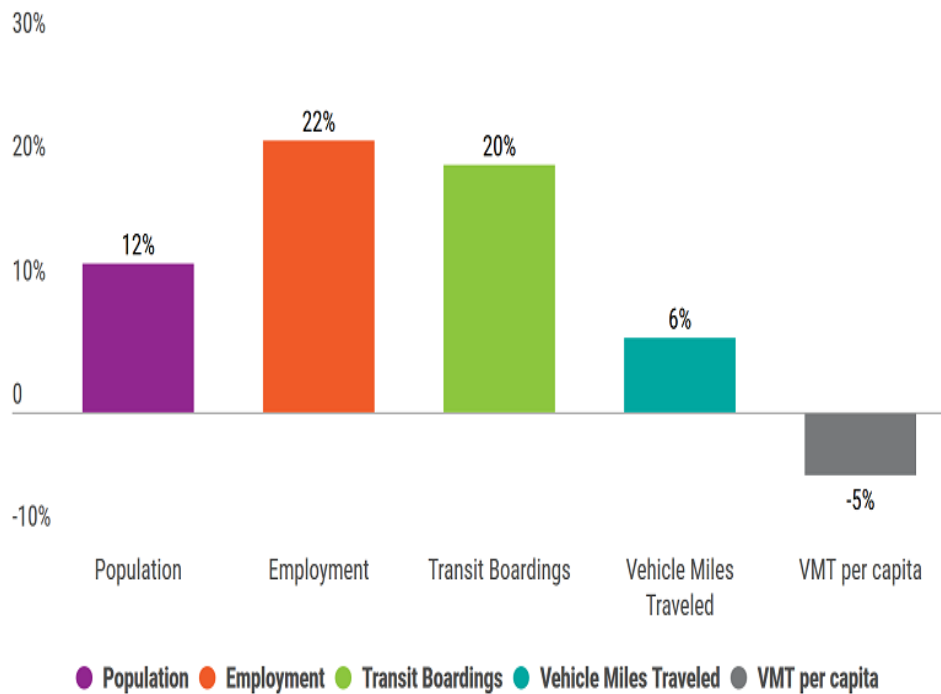
- (a) The term of office for Snohomish County Council members shall be that of each member's term of office on the County Council.
- (b) No specific term of office shall be established for representatives of ~~any city or group of cities or towns~~ the largest city within a County Council district . The term of office for the smaller cities and towns in each County Council District shall be as set forth in section 3(b) above. Such representatives to the Board of Health shall serve pursuant to appointments made by their respective cities and towns, and annual certification by the respective mayor(s) or city manager(s).
- (c) Membership on the Board of Health of an individual shall continue until the date on which the successor to the seat has been appointed or has assumed elected office and, in the case of representatives from cities and towns, certification as described in 3. above has been received by the Health District; PROVIDED, that should a member no longer hold the public office which qualifies such person for membership, or should a member resign from the Board of Health, membership ceases with the effective date of leaving office or resignation. In such cases, a representative from the same city or town from which the position on the Board of Health was vacated shall be appointed by that city or town to fill the remainder of the term on the Board of Health. If no representative from the same city or town offers to serve, the cities and towns shall by majority vote select a representative from another city or town. The filling of a vacancy for a partial term of office shall be counted as one year of the two consecutive years maximum.
- (d) Execution of an Oath of Office is required of each member of the Board of Health at the beginning of the term of office.

Data from Puget Sound Regional Council

## Vehicle miles traveled per person drops

Continuing a trend we've seen in recent years, per capita [vehicle miles traveled](#) in the central Puget Sound region has dipped again, by 0.5%, from 2017 to 2018. While total vehicle miles increased slightly, the percentage increase is much lower than the rate of population growth. Since 2010, the daily vehicle miles traveled per person has decreased 5%.

### Population, Employment, Transit Boardings and VMT in the Central Puget Sound Region, 2010-2018



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

| <b>FEBRUARY</b> |               |     |     |     |     |     |
|-----------------|---------------|-----|-----|-----|-----|-----|
| Mon             | Tue           | Wed | Thu | Fri | Sat | Sun |
|                 |               |     |     |     | 1   |     |
| 3               | 4<br>Council  | 5   | 6   | 7   | 8   |     |
| 10              | 11<br>Council | 12  | 13  | 14  | 15  |     |
| 17              | 18            | 19  | 20  | 21  | 22  |     |
| 24              | 25<br>Council | 26  | 27  | 28  | 29  |     |

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

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

*Last updated: December 6, 2019*

**December 24, 2019**

- Cancel

**January 7, 2020**

*(Agenda Summary due December 31)*

- Oaths of Office
- Mayor and Mayor Pro Tem Election
- Council Committee Assignments

**Possible Work Session Topics for Discussion**

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