

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. 2020 - 859

Next Resolution No. 2020 - 586

**May 26, 2020
City Council Meeting
6:00 PM**

VIRTUAL CITY HALL MEETING

Due to the COVID-19 pandemic, the City of Mill Creek has established a virtual and audio meeting for the Council meetings.

Call in Number:

You may call one of these phone numbers and enter the access code:

United States (Toll-Free): 1 866 899 4679

One-touch: tel: 1-866-899-4679: 644789413#

Access Code: 644-789-413

United States: +1 (224) 501-3318

One-touch: tel:1-224-501-3318: 644789413#

Access Code: 644-789-413

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

OLD BUSINESS

NEW BUSINESS

- B. 2019-2020 Budget Amendment #2
(Jeff Balentine, Director of Finance)
- C. Resolution to Approve the Sale of a 2009 Chevy Tahoe (car 31) by Live Auction
(Acting Chief Scott Eastman)
- D. 2020 Street Pavement Marking Program – Award Construction Contract
(Gina Hortillosa, Director of Public Works and Development Services)
- E. Motion to Reject Bid received for RRFB Installation (Group A and Group B) Project
(Gina Hortillosa, Director of Public Works and Development Services)

STUDY SESSION

CONSENT AGENDA

- F. Approval of Checks #61956 through #62004 and ACH Wire Transfers in the Amount of \$235,491.76
(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)
- G. Payroll and Benefit ACH Payments in the Amount of \$278,856.33
(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)
- H. City Council Meeting Minutes of: May 12, 2020
June 4, 2019
June 11, 2019
June 25, 2019
July 2, 2019
July 9, 2019
July 23, 2019

REPORTS

- I. Mayor/Council
- J. City Manager
 - Extension to Proclamation of Emergency - COVID 19 Related
 - Graduating Class of 2020 - Jackson High School Update Car Parade
- K. Staff

- Report, etc.

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # _____

Meeting Date: May 26, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 2019-2020 Budget Amendment #2

PROPOSED MOTION:

Adopt Ordinance 2020-859 amending the 2019-2020 Budget.

KEY FACTS AND INFORMATION SUMMARY:

This action is “necessary and routine” because the finances of the City of Mill Creek have been impacted by the COVID 19 pandemic and therefore requires amendment as per RCW 35A.34.200 - Funds—Limitations on expenditures—Transfers and adjustments.

On December 4, 2018, the City Council adopted the 2019-2020 Biennial Budget for all Funds (Ordinance 2018-842). The City then adopted the mid-biennial budget amendment on December 3, 2019, per RCW 35.34.130.

The City Council held a Study Session on May 20, 2020, to review the current financial condition of the City of Mill Creek and the potential impacts on ongoing operations, resources, and possible economic consequences resulting from the COVID-19 Pandemic. This Budget Amendment accounts for the current revenue forecast and resource requirements given the COVID-19 Pandemic impact on the City’s financials.

The City plans to conduct a thorough analysis of all funds, develop recommendations for the City Council to consider, and conduct a Study Session on June 9, 2020. Based upon the direction of the Council, City staff will develop another Budget Amendment and present it to Council on June 23, 2020. The City will then formally begin the 2021-2022 Biennial Budget Process on July 7, 2020.

Proposed items for the Budget Amendment include the following:

General Fund

- Revenue change (\$730,328)
 - Property tax (\$225,698)
 - Sales & Use tax (\$951,449)
 - Permits, licenses, & fees +\$227,267
 - Passport services (\$31,509)
 - Recreational services (\$350,242)
 - Central services +\$430,065
 - Intergovernmental +\$28,026
 - Interest +\$23,0311

City Council Agenda Summary

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- Fees & Penalties (\$128,161)
- Other (one-time) +\$4,1062
- Expense change (\$77,389)
 - Legislative (\$23,009) – professional services
 - City Manager (includes City-wide legal fees) +\$1,128,220.34 – Allocate in next Budget Amendment based on analysis
 - Finance & Admin (\$61,938) – Labor
 - Marketing & Communication (\$55,440) - Labor
 - Information Technology (\$172,862) – Labor and software licenses
 - Human Resources (\$160,901) - Labor
 - City Clerk (\$43,829) – Payroll and services
 - Police Department (\$229,430) – Support service labor
 - City Hall (non-dept - incl transfers) (\$86,947) – Capital outlay
 - Planning (\$245,793) - Labor
 - Public Works (\$30,445) – Professional services and supplies
 - Recreation (\$95,014) – Professional services

City Street Fund

- Revenue change (\$95,881) – Motor Vehicle Fuel Tax
- Expense change (\$69,228) - Payroll

Council Contingency Fund

- Revenue change +\$2,231- Interest
- Expense change (\$345) – Prior period adjustment

Municipal Arts Fund

- Revenue change +\$8,761 – Local grant and interest
- Expense change +\$14,045 – Art improvements

Paths & Trails Fund

- Revenue change (\$156) – Motor Fuel Tax

Drug Buy Fund

- Revenue change (\$11,091) – Confiscated forfeited property
- Expense change (\$7,908) – Investigation supplies

City Hall North Fund

- Revenue change (\$6,648) – Lease revenue
- Expense change (\$50,976) – Labor and utilities

Debt Service Fund

- Revenue change +\$526,393 – LTGO Bond from Surface Water Fund
- Expense change +\$526,393 – LTGO payments

Local Revitalization Fund

- Revenue change (\$46,465) – Property Tax

REET Fund

- Revenue change +\$862,498 – REET 1 and REET 2

Capital Improvement Fund

- Revenue change +\$3,531,132 – LTGO Bond, interest, and MC Right-of-way restoration
- Expense change +\$244,271 - Payroll

Parks & Open Space Improvement Fund

City Council Agenda Summary

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- Revenue change +\$129,353 – WA State RCO Grant, interest, and PUD rebate MCSP lights
- Expense change (\$187,003) – MCSP Turf & Light

Road Improvement Fund

- Revenue change +\$842,597 - Mitigation (Traffic Dvp) Increase Traffic Capacity
- Expense change +\$110,117 – Labor and Seattle Hill Road Widening

Storm & Surface Water Fund

- Revenue change (\$1,154,553) – LTGO Bond revenue misclassification
- Expense change (\$1,610,664) – Labor, professional services, and savings on Grade F Pipe Failures Repair

Equipment Replacement Fund

- Revenue change +\$60,605 – Interest and sale of surplus

CITY MANAGER RECOMMENDATION:

Adopt Ordinance 2020-859 amending the 2019-2020 Budget.

ATTACHMENTS:

- Ordinance 2020-859
- Exhibit A

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

ORDINANCE NO. 2020 - 859

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON,
AMENDING THE 2019-2020 BUDGET TO ADJUST REVENUES AND
APPROPRIATIONS FOR SPECIFIED FUNDS; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, by Ordinance No. 2018-842, the City of Mill Creek ("City") adopted the 2019-2020 Biennial Budget on December 4, 2018; and

WHEREAS, the City is required by RCW 35A.34.130 to finalize its biennial budget prior to the commencement of the first fiscal year of the biennium; and

WHEREAS, the City timely published notice of, and held, a public hearing on December 3 to solicit and receive public testimony on the proposed mid-biennial amendments to the 2019-2020 biennial budget; and

WHEREAS, by Ordinance No. 2019-856, the City of Mill Creek ("City") adopted the 2019-2020 Mid-biennial Budget Amendments on December 3, 2019; and

WHEREAS, the City is required by law to ensure appropriations do not exceed revenues in any fund; and

WHEREAS, revenues and expenditures have been identified for amendment in certain funds and the Council finds that the amendment is in the best interest of the City.

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

Section 1: Year 2020 Revenues and Appropriations Amended. The estimated revenues and appropriations are hereby revised as follows:

1. The budget of the City of Mill Creek for the year 2020 is hereby amended as shown in **Exhibit A**, attached and incorporated herein.

Section 2: Effective Date. This Ordinance shall take effect and be in full force five (5) days after publication of the ordinance, or a summary thereof, consisting of the title.

Passed in open meeting this 26th day of May, 2020 by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, INTERIM CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, INTERIM CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO. _____

EXHIBIT A

Fund	2019-2020 Adopted Budget Revenues	Budget Amendment	2019-2020 Amended Budget Revenues
General Fund	29,369,866	(730,328)	28,639,538
Special Revenue Funds			
City Street	1,351,000	(95,881)	1,255,119
Council Contingency	-	2,231	2,231
Municipal Arts	23,000	8,761	31,761
Paths and Trails	4,000	(156)	3,844
Drug Buy	26,000	(11,091)	14,909
City Hall North	374,000	(6,648)	367,352
Debt Service Fund			
800 MHz	20,640	-	20,640
2019 LTGO Bond	-	526,393	526,393
Local Revitalization Fund	100,000	(46,465)	53,535
Capital Funds			
REET	2,270,000	862,498	3,132,498
Capital Improvement	2,690,000	3,531,132	6,221,132
Parks & Open Space Improvement	2,951,000	129,353	3,080,353
Road Improvement	7,170,000	842,597	8,012,597
Enterprise Funds			
Storm & Surface Water	4,200,000	(1,154,553)	3,045,447
Internal Service Funds			
Equipment Replacement	335,919	60,605	396,524
Unemployment			
Total Appropriation All Funds	50,885,425	3,918,450	54,803,875
Less Interfund Transactions	(6,026,000)	(527,993)	(6,553,993)
Total Revenue Less Transfers	44,859,425	3,390,457	48,249,882
Biennium Beginning Fund Balance	16,952,810		16,952,810
Total Appropriation Plus Beginning Fund Balance	61,812,235	3,390,457	65,202,692

Fund	2019-2020 Adopted Budget Expenditures	Budget Amendment	2019-2020 Amended Budget Expenditures
General Fund	29,355,853	(77,389)	29,278,464
Special Revenue Funds			
City Street	1,381,477	(69,228)	1,312,249
Council Contingency	2,500	(345)	2,155
Municipal Arts	30,000	14,045	44,045
Paths and Trails	10,500	-	10,500
Drug Buy	26,000	(7,908)	18,092
City Hall North	817,441	(50,976)	766,465
Debt Service Fund			
800 MHz	34,632	-	34,632
2019 LTGO Bond	-	526,393	526,393
Local Revitalization Fund	-	-	-
Capital Funds			
REET	5,491,641	-	5,491,641
Capital Improvement	3,012,640	244,271	3,256,911
Parks & Open Space Improvement	5,180,000	(187,003)	4,992,997
Road Improvement	6,290,000	110,117	6,400,117
Enterprise Funds			
Storm & Surface Water	4,770,606	(1,610,664)	3,159,942
Internal Service Funds			
Equipment Replacement	770,155	-	770,155
Unemployment	20,000	-	20,000
Total Appropriation All Funds	57,193,445	(1,108,688)	56,084,757
Less Interfund Transactions	(6,026,000)	(527,993)	(6,553,993)
Total Appropriation Less Transfers	51,167,445	(1,636,681)	49,530,764
Biennium Ending Fund Balance	10,644,790	5,027,138	15,671,928
Total Appropriation Plus Ending Fund Balance	61,812,235	3,390,457	65,202,692



Agenda Item # _____

Meeting Date: May 26, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: RESOLUTION TO APPROVE THE SALE OF A 2009 CHEVY TAHOE (CAR 31) BY LIVE AUCTION

PROPOSED MOTION:

Motion to adopt Resolution 2020- 586 authorizing the City Manager to sell Car 31, a 2009 Chevy Tahoe SUV, by a live auction and that the City Manager direct James G. Murphy Company to accept the highest bid that exceeds the City's estimated value of \$4,340.

KEY FACTS AND INFORMATION SUMMARY:

Pursuant to MCMC 3.44, the City routinely sells surplus assets. In order to avoid any further reduction in value, the sale is recommended to take place as soon as possible due to the high risk exposure to mold.

Mill Creek Municipal Code 3.44, Acting Chief Eastman certified to the City Manager that police department Car 31, a white 2009 Chevrolet Tahoe SUV VIN/1GNFK03059R197358, is a surplus property that is no longer of public use.

The Mill Creek Police Department assigned this vehicle to the Mill Creek Police Department Citizens Patrol volunteer group during community events and handicapped parking enforcement. In January 2020, after 3-4 weeks of not being used, a significant mold problem was discovered inside the vehicle. The cause appeared to be rainwater that entered the SUV through a rear window that was left partially open. A quote to have the interior of the vehicle professionally cleaned came to \$2,967. Considering the age of the SUV, limited useful life, and its fair market value, the City cannot justify the cost to clean the vehicle.

Mill Creek Municipal Code 3.44.

Based on an analysis of fair market value for the vehicle, its use as a police vehicle, and its current condition, Finance Director Jeff Balentine estimates the present value of the SUV to be a minimum of \$4,340.

James G. Murphy Company Auctions in Kenmore, Washington estimated sight unseen that the vehicle may be sold at auction for \$5,000-9,000. The City expects the cost to remove all emergency equipment to be \$600-1,000. James G. Murphy Company will clean the vehicle before the auction at no additional cost.

If no bids are received, or no bids exceed the City's estimated value, the City Manager may direct the sale or disposition of such surplus property under the procedures adopted according to MCMC 3.44.020.

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Page 2

ATTACHMENTS:

- Attachment A: Proposed Resolution
- Attachment B: Acting Chief Eastman's Certification Letter
- Attachment C: Mill Creek Municipal Code 3.44

CITY MANAGER RECOMMENDATION:

Adopt Resolution 2020- 586

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

RESOLUTION NO. 2020- 586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING THE SALE OF A SURPLUS PROPERTY BY LIVE AUCTION

WHEREAS, the City of Mill Creek has a white 2009 Chevrolet Tahoe SUV VIN/1GNFK03059R197358 (Car 31) that is no longer of public use; and

WHEREAS, the City estimates the present value of the vehicle to be a minimum of \$4,340; and

WHEREAS, James G. Murphy Company Auctions estimates the vehicle could be sold at auction for \$5,000-9,000; and

WHEREAS, the City Council must authorize the sale of surplus property greater than \$1,000 in value by sealed bid or live auction per MCMC 3.44.030;

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

The white 2009 Chevrolet Tahoe SUV VIN/1GNFK03059R197358 (Car 31) is a surplus property that is no longer of public use that will be sold by live auction and the City Manager will accept the highest bid that exceeds \$4,340:

Adopted this 26th day of May, 2020, by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, INTERIM CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

GRANT DEGGINGER, INTERIM CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

RESOLUTION NO.: 2020-_____



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

May 16, 2020

Michael Ciaravino
City Manager
City of Mill Creek

RE: Certification of City Property No Longer of City Use - 2009 Chevy Tahoe (Car 31)

Dear Michael,

Per Mill Creek Municipal Code 3.44, I am certifying that police department Car 31, a white 2009 Chevrolet Tahoe SUV VIN/1GNFK03059R197358, is a surplus property that is no longer of public use. The Mill Creek Police Department assigned this vehicle to the Mill Creek Police Department Citizens Patrol volunteer group during community events and handicapped parking enforcement. In January 2020, after 3-4 weeks of not being used, a significant mold problem was discovered inside the vehicle. The cause appeared to be rainwater that entered the SUV through a rear window that was left partially open. A quote to have the interior of the vehicle professionally cleaned came to \$2,967. Considering the age of the SUV, limited useful life, and its fair market value, I cannot justify the cost to clean the vehicle.

Based on an analysis of fair market value for the vehicle, its use as a police vehicle, and its current condition, Finance Director Jeff Balentine estimates the present value of the SUV to be a minimum of \$4,340.

James G. Murphy Auctions in Kenmore, Washington estimated sight unseen that the vehicle may be sold at auction for \$5,000-9,000. The City expects the cost to remove all emergency equipment to be \$600-1,000. James G. Murphy will clean the vehicle before the auction.

Per MCMC 3.44.030, I request City Council approval of a Resolution to approve the sale of Car 31 by a live auction and that the City Manager direct James G. Murphy to accept the highest bid that exceeds the City's estimated value of \$4,340. If no bids are received, or no bids exceed the City's estimated value, the City Manager may direct the sale or disposition of such surplus property under the procedures adopted according to MCMC 3.44.020.

Respectfully submitted,

Scott M. Eastman

Scott Eastman
Acting Chief of Police

**Chapter 3.44
SALE AND DISPOSAL OF SURPLUS PROPERTY**

Sections:

[3.44.010 Sale or donation of surplus property owned by the city – General requirements.](#)

[3.44.020 Sale of surplus property of \\$1,000 or less in value.](#)

[3.44.030 Sale of surplus property over \\$1,000 in value.](#)

[3.44.040 Sale of surplus property to another governmental entity.](#)

[3.44.050 Trade-in of surplus vehicles valued at over \\$1,000.](#)

[3.44.060 Trade-in or sale of firearms valued at over \\$1,000.](#)

Legislative history: Ords. 96-391 and 97-427.

3.44.010 Sale or donation of surplus property owned by the city – General requirements.

A. Subject to this chapter, the city manager may authorize department directors to sell property that is in the custody of the departments and owned by the city when said properties are no longer of public use to the city.

B. Department directors shall certify in writing to the city manager that city-owned property is no longer of public use, that they have taken reasonable steps to determine the value of the property, and the estimated value of such property.

C. The city manager may also authorize a donation of surplus property with an estimated value less than \$250.00 to a specific bona fide charitable organization, which is tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

D. This chapter shall not apply to the sale or disposal of real property.

3.44.020 Sale of surplus property of \$1,000 or less in value.

A. Approval of the city council is not required for the sale or disposition of any city-owned surplus property with an estimated value of \$1,000 or less.

B. When such property has been certified for disposition by a department director, sale or disposition shall be made by the city manager in accordance with informal procedures. No member of the city council or members of their immediate family, and/or city employees or members of their immediate family, may acquire such property if the city employee or official had any role in establishing the valuation or price of said property.

The Mill Creek Municipal Code is current through Ordinance 2019-853, passed October 8, 2019.

3.44.030 Sale of surplus property over \$1,000 in value.

Upon approval by the city council, surplus property owned by the city which is no longer of public use and which is valued at more than \$1,000 shall be sold by calling for sealed bids or by live auction, at the council's discretion.

A. Sale by Sealed Bidding.

1. The call for sealed bids shall contain a description of the property to be sold, the location thereof, the name and address of the person with whom the bid is to be filed, the last date for filing bids, and any other pertinent information required by the city manager. Such call shall be published at least once in the official newspaper of the city not less than five days before the last date for filing of bids.

2. Each bid shall be accompanied by a deposit in the form of a certified or cashier's check in the amount equal to but not less than 10 percent of the amount of the bid. All such deposits so made shall be returned to the unsuccessful bidders after award of a bid, if any. The deposit of the successful bidder shall be applied toward the bid price, or upon failure of such bidder to consummate the purchase, such deposit shall be forfeited as liquidated damages and such deposit shall be credited to the appropriate account.

3. Sealed bids shall be opened in public by the city clerk or duly authorized agent at the time and place specified in the call for bids. The city clerk or duly authorized agent shall make a tabulation of all bids received and forward the bids to the city manager for approval or rejection. The city manager shall accept the highest bid that exceeds the city's estimated value.

4. In the event no bids are received, all bids are rejected, or no bid exceeds the city's estimated value, the city manager may either ask for new sealed bids or direct the sale or disposition of such surplus property under the procedures adopted pursuant to MCMC [3.44.020](#).

B. Sale by Live Auction.

1. Notice of the live auction, a description of the property to be sold and any other pertinent information required by the city manager shall be published at least once in the official newspaper of the city not less than five days before the auction.

2. The auction shall be conducted by the city manager or at his direction. The city manager shall accept the highest bid that exceeds the city's estimated value.

3. In the event no bids are received or no bids exceed the city's estimated value, the city manager may direct the sale or disposition of such surplus property under the procedures adopted pursuant to MCMC [3.44.020](#).

The Mill Creek Municipal Code is current through Ordinance 2019-853, passed October 8, 2019.

3.44.040 Sale of surplus property to another governmental entity.

A. Sale or disposition of surplus property with a value of \$5,000 or less to another governmental entity shall be in accordance with MCMC [3.44.020](#).

B. Sale or disposition of surplus property with a value of more than \$5,000 shall be in accordance with the procedures for public notice and hearing in RCW 39.33.020.

3.44.050 Trade-in of surplus vehicles valued at over \$1,000.

A. Notwithstanding MCMC [3.44.030](#), approval of the city council is not required for the trade-in of surplus city vehicles valued at more than \$1,000 when purchasing new city vehicles, so long as the city receives appropriate trade-in value for the surplus vehicle. Appropriate trade-in value shall be determined by reference to "The Blue Book" or other similar published reference book.

B. When a surplus city vehicle has been certified for trade-in by a department director in accordance with this chapter, such trade-in may be approved by the city manager in accordance with informal procedures. No member of the city council or members of their immediate family, and/or city employees or members of their immediate family, may acquire such property if the city employee or official had any role in establishing the valuation or price of said property.

3.44.060 Trade-in or sale of firearms valued at over \$1,000.

A. Notwithstanding MCMC [3.44.030](#), firearms held or owned by the city and valued at more than \$1,000 may be sold or traded in without call for sealed bids or auction upon approval of the city council. The chief of police shall verify to the council that the city will receive appropriate value for the firearms, and shall otherwise certify the sale or trade-in of the firearms in accordance with this chapter. The proceeds of such sale may be used to purchase new police firearms.

B. No member of the city council or members of their immediate family, and/or city employees or their immediate family, may acquire such firearms if the city employee or official had any role in establishing the valuation or price of said firearms. (Ord. 2001-515 § 1)



Agenda Item # _____

Meeting Date: May 26, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 2020 STREET PAVEMENT MARKING PROGRAM –AWARD CONSTRUCTION CONTRACT

PROPOSED MOTION:

Authorize the City Manager to execute a contract with Northwest Traffic, Inc. for the construction of the 2020 Street Pavement Marking Program in an amount not to exceed \$109,343.07.

KEY FACTS AND INFORMATION SUMMARY:

Action on this project is both "necessary and routine". The contract needs to be executed at this time in order to ensure the work can be scheduled and completed during the current construction season. The project is an element of the approved 2019-2024 CIP and furthers the City's objectives of maintaining city facilities and ensuring public safety.

The bid package was divided into a base bid and three additive schedules as described below:

- **Base Bid (basis of award) –Thermoplastic:**
Installation of thermoplastic pavement marking items such as stop bars, pedestrian crosswalk bars, and arrows on collectors and arterials including 148th Street, Mill Creek Boulevard and Main Street.
- **Additive A (Road Striping):**
Installation of painted pavement marking items such as centerline stripes, lane stripes, and fog line stripes on residential streets, Mill Creek Blvd., Village Green Drive, 164th St. SE, and Mill Creek Road.
- **Additive B (RPM Replacement):**
Installation of raised pavement markers such as center line markers, lane markers, and crosswalks across the whole city as needed.
- **Additive C (Paint Striping- Parking Lots and Misc.):**
Installation of painted parking lot striping, fire lane or median curb painting at various Parking Lots (City Hall, Sports Park, City Parks) and planted medians.

The project was advertised in late February and bids were opened on March 4, 2020. The City received four bids as shown in Attachment A.

The 2019-2020 budget allocated \$300,000 to the Street Pavement Marking Program (Attachment B). Last year, Council authorized a contract with Apply A-Line in a not to exceed amount of \$181,811. Actual costs came in at \$178,189.42. Thus, the available budget for the 2020

pavement marking project is \$121,810.58. The proposed contract with Northwest Traffic, Inc. for the 2020 Street Pavement Marking Program in an amount not to exceed \$109,343.07 is within the available budget (Attachment C).

The total construction contract time is thirty working days and construction is planned to begin in late spring. Staff has checked references and information included in the supplemental bidder responsibility forms and has confirmed that Northwest Traffic, Inc. is the lowest responsible bidder. Construction inspection will be conducted by City staff.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager, to execute a contract with Northwest Traffic, Inc. for construction of the 2020 Street Pavement Marking Program in an amount not to exceed \$109,343.07 to include the Base Bid (Thermoplastic), Additive A (Paint Stripe), Additive B (Raised Pavement Markers), and Additive C (Paint Stripe – Parking Lots and Misc.).

ATTACHMENTS:

- Attachment A: Bid Summary for 2020 Street Pavement Marking Program
- Attachment B: 2019-2024 Capital Improvement Plan – Street Pavement Marking Program
- Attachment C: Contract 2020-___ Construction Contract – Northwest Traffic Inc.

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

Please note that because this is a construction project the contract itself consists of the contract document that incorporates the call for bids, the contractor's proposal, including bid schedules, information required of bidder, proposal bond and all required certificates and affidavits, the performance bond, the Public Works Payment Bond, the contract provisions included within the bid package, the plans and specifications, addendums and future change orders. The entire package has been reviewed by staff and City Attorney's Office prior to bid. Due to the size and technical nature of these documents, they are not included as part of this agenda item; however, the contract template included in the bid package that incorporates the aforementioned documents is included as a reference. When the contract is formally authorized by Council, the staff and contractor will effectuate the various provisions of the documents.



2020 STREET PAVEMENT MARKING PROGRAM
City of Mill Creek
Bid Tabulation Summary

Bid Opening: Wednesday March 4, 2020 at 11:00 AM

ITEM	Engineer's Estimate	Northwest Traffic, Inc	Specialized Pavement Marking	Apply-A-Line	Stripe Rite, Inc
Base Bid - Thermoplastic	\$35,875.00	\$36,503.60	\$49,513.00	\$39,431.60	\$47,567.64
Additive "A" Paint Stripe	\$46,400.00	\$48,986.00	\$36,620.00	\$39,700.00	\$42,730.00
Additive "B" Raised Pavement Markers	\$27,850.00	\$19,770.00	\$29,050.00	\$20,450.00	\$37,161.00
Additive "C" Paint Stripe (Parking Lots and Misc.)	\$11,547.00	\$4,083.47	\$12,288.05	\$25,128.50	\$36,066.89
Total Bid	\$121,672.00	\$109,343.07	\$127,471.05	\$124,710.10	\$163,525.53

PROJECT NAME:	Street Pavement Marking Program
PROJECT #:	19-PW-03
DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Infrastructure

Transportation Project

STRATEGIC PRIORITY
Community Preservation, Public Safety

DESCRIPTION / JUSTIFICATION
The goal of the Annual Street Pavement Marking Program is to maintain markings that identify travel lanes and other guidance markings for auto, pedestrian, bicycle, transit and other forms of transportation. Per the 2015 Comprehensive Plan, the City owns and maintains 77 lane miles of residential and local streets, 19 lane miles of collector streets and 10 lane miles of arterial streets (total of 106 lane miles of roadway).

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS
No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Construction		\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000
								\$ -
Total Project Expenditures	\$ -	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
REET		\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 150,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 700,000



**CITY OF MILL CREEK CONTRACT NO. _____
SMALL PUBLIC WORKS CONTRACT
FOR
2020 Street Pavement Marking Program**

THIS SMALL PUBLIC WORKS CONTRACT ("Contract") dated _____, 2020 is effective on the date the Contract is fully executed by the Parties. The Parties to this Contract are the CITY OF MILL CREEK, a Washington municipal corporation ("City") and, **Northwest Traffic, Inc., 622 West Valley Highway East Edgewood, WA 98372** ("Contractor").

A. The City desires to retain Contractor to furnish all labor and materials necessary to perform the 2020 Street Pavement Marking Program ("Project"), and

B. The Contractor desires to furnish all labor and materials necessary to perform the Project pursuant to the terms contained in this Contract, and Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for completion of the Project as described in the Contract Provisions, which are attached hereto and incorporated by this reference as Exhibit A ("Work"). The Work shall be completed to the City's satisfaction no later than the Completion Date stated in Section 2. No Work shall be performed before the effective date of this Contract.

1.2 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.3 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.4 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit B, which shall be signed by both the Contractor and the City, shall specifically state the change in the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Adjustments to the completion date and compensation for any change agreed to by the City and Contractor on a particular change order shall constitute full and total compensation for such change and for the cumulative effect of that and previous changes, and no other claim or cost shall be made on as a result of such change. If Contractor disagrees with the adjustments to the completion date and compensation, it must provide the City with a notice of claim as stated in Section 1.5. Oral change orders shall not be binding upon the City unless confirmed in writing by the City.

1.5 Notice of Claims. If the Contractor intends to assert a claim against the City, including claims for additional payment or time extension, Contractor shall, within five (5) days after the event giving rise to the claim, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. Contractor waives the right to make a claim for any costs incurred more than five (5) days before the Contractor gives written notice as required. Contractor also waives the right to recover on any claims that are not asserted with the required notice until after final payment under this Contract.

1.6 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services, and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Contract Price and the Contract Time will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor

and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.7 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.8 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City of Mill Creek.

2. CONTRACT TIME

2.1 Completion Date. This Contract shall commence on the effective date of this Contract and continue until the Work is completed, but no later than 30 working days after NTP is issued ("Completion Date"), or as otherwise agreed to in writing by the parties. The time between the effective date and the Completion Date shall be the "Contract Time."

2.2 Liquidated Damages. Contractor acknowledges the City will foreseeably suffer damages in the event Contractor fails to timely achieve the Completion Date. Thus, if Contractor fails to complete the Work within the time specified, including any authorized extension thereof, then Contractor and its surety hereby agree, as a part consideration for the awarding of this Contract, to pay the City [STATE REASONABLE ESTIMATE OF ACTUAL DAMAGES FOR LIQUIDATED DAMAGES AMOUNT] for each consecutive calendar day the Work remains uncompleted after the Completion Date, not as a penalty, but as liquidated damages. The parties agree that such sum represents a genuine and reasonable pre-estimate of the damages the City will suffer from Contractor's failure to timely deliver the conforming Work. Damages under this Section 2.2 may be deducted by the City from any payment owing to Contractor, or are otherwise payable by Contractor to the City within thirty (30) days after demand.

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mill Creek by obtaining a City of Mill Creek business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work.

4. COMPENSATION

4.1 Total Compensation. The City agrees to pay the Contractor as set forth in the Bid Form submitted by the Contractor and attached and incorporated by reference as Exhibit C, including local and Washington State sales tax that the Contractor is required by law to collect from the City for the Work. In any event, the total compensation paid to Contractor shall not exceed One hundred nine thousand three hundred forty three dollars and seven cents (\$109,343.07), which includes applicable local and Washington State sales tax ("Contract Price"). The Project Cost shall not exceed this amount without prior written authorization from the City in accordance with City Policy No. CCP 96-002.

4.2 Method of Payment. Subject to the total compensation described in Section 4.1, the City will make payment based on the actual quantities properly performed by the Contractor as such quantities are determined by the City's inspector, multiplied by the unit prices stated in the Bid Form attached as Exhibit C. Payment for Work performed by the Contractor during any month shall be made by the City within thirty (30) days after the end of that month, and be subject to retainage and the City's right to withhold payment pursuant to this Contract or applicable law.

4.3 Contractor Responsible for Taxes. Except as otherwise provided in Section 4.1, the Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

4.4 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a workmanlike manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.5 Retainage. Pursuant to Chapter 60.28 RCW, five percent (5%) of all payments to the Contractor shall be retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers and laborers. Pursuant to Section 10, this amount may be increased to ten percent (10%) for projects with a Contract Price of \$150,000 or less. Upon execution of this Contract, Contractor shall complete, execute and deliver to the City the Contractor's Retainage Agreement attached hereto as Exhibit D. If the form is not returned before the first payment is due, Contractor agrees to retainage being held in a non-interest bearing fund by the public body until released in accordance with applicable state statutes. If Contractor has met all requirements of applicable laws and regulations regarding release of retainage, and all claims filed against retainage have been resolved, the City will release retainage 60 days following the Completion Date.

5. EQUAL OPPORTUNITY EMPLOYER

In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Contract, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Contract by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

The City of Mill Creek in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may perform work during the Term of this Contract for other third parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. TERMINATION

Prior to the expiration of the Term, this Contract may be terminated immediately, with or without cause by the City. In the event of termination by the City where the Contractor has not breached its obligations, the City will pay the Contractor for the value of the Work properly performed prior to termination, and in no event shall such amount exceed the Contract Price, including executed Change Orders. In the event of termination by the City for cause, the City may, without prejudice to any other remedy the City may have, take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method the City may deem expedient. If the costs of finishing the Work exceed the unpaid balance of the Contract Price owed to Contractor for work properly performed, Contractor shall pay the difference to the City within thirty (30) days of receipt of the City's invoice.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor agrees to indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees associated therewith or associated with successfully establishing the right to indemnification) to or by any and all persons or entities arising out of, resulting from Contractor, its Work under this Contract, or its default of this Contract.

To the extent of the foregoing indemnity, and solely as respects bodily injury claims by employees of Contractor or its Subcontractors that fall within the scope of the foregoing indemnity, Contractor expressly waives its immunity under industrial insurance laws, including but not limited to Title 51 of the Revised Code of Washington, with respect to injuries or death suffered by employees of Contractor or any Subcontractor thereof.

CONTRACTOR AND CITY EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION ENTITLED INDEMNIFICATION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONTRACTOR AGREES TO BE BOUND BY THE TERMS THEREOF.

Nothing contained in this Section 8.1 shall require Contractor to hold harmless, pay the defense costs, or indemnify the City for the sole negligence of the City, its agents, or employees. Further, in the case of concurrent negligence of (a) the Contractor, its agents, or employees; and (b) the City, its agents, or employees, this Section 8.1 shall only require Contractor to hold harmless, pay the defense costs, and indemnify the City to the extent of the negligence of the Contractor, its agents, or employees.

8.2 Survival. The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

9. INSURANCE

The Contractor agrees to carry as a minimum, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors with a carriers having a current A.M. Best rating of not less than A:VII:

9.1 Workers' Compensation and Employer's Liability Insurance in amounts sufficient pursuant to the laws of the State of Washington.

9.2 Commercial general liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Commercial General Liability insurance policy with respect to the Work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

9.3 Automobile liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage with combined single limits for bodily injury and property damage of not less than \$1,000,000 per accident.

9.4 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's attorney and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the City Attorney.

9.5 The City shall be named as additional insured on all such insurance policies, with the exception of workers' compensation coverages. All insurance provided by the Contractor under this Section 9 shall be primary and non-contributory with any of City's insurance. Contractor shall provide certificates of insurance, concurrent with the execution of this Contract, evidencing the required coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Contract, except after thirty (30) days prior written notice to the City. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract with respect to any event occurring prior to such expiration or termination.

10. PERFORMANCE/PAYMENT BOND OR ADDITIONAL RETAINAGE

Pursuant to RCW 39.08.010 and prior to commencing work on each awarded project, Contractor shall provide the City with a Performance/Payment Bond in an amount sufficient to fully cover the Contractor's performance of all provisions of this Contract and the payment of all laborers and suppliers for each project to which the Contract bond applies. The Contract bond(s) shall be in a form attached hereto as Exhibit E. The Contract bond(s) shall assure that the Contractor will faithfully perform all of the provisions of the Contract as well as pay all laborers, mechanic subcontractors, materialmen and suppliers. Contractor's obligations under this Contract shall not be limited to the bond amount(s). If Contract Price is \$150,000 or less, Contractor authorizes the City, in lieu of the bond, to retain 10% of the Contract Price in accordance with RCW 39.08.010(3).

11. SAFETY

Contractor shall take all necessary precautions for the safety of its employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from damage all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This Contract is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of Contractor's laborers, workpersons and/or mechanics, Contractor shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are available on the Department of Labor and Industries website at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> and available in paper form upon request to the City. Prevailing wages paid pursuant to this Contract shall be the prevailing wage rates which are in effect on the date when the Contractor's bid, proposal, or quote was requested to be submitted to the City.

12.2 Reporting Requirements. Contractor shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Contract, Contractor shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Work, Contractor shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. Contractor shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the City.

12.3 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In the event the Contractor shall fail to pay any subcontractors or laborers, or fail to pay for any materials, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, or materials.

14. SUBCONTRACTOR RESPONSIBILITY

Contractor shall verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria required by RCW 39.04.350 and any supplemental responsibility that Contractor was required to meet as part of the bid for this Contract. This verification requirement must be included in every public works subcontract or every tier.

15. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, data, maps and documents produced by the Contractor to the City in the performance of this Contract, whether in draft or final form and whether written, computer or other form, shall be the property of the City. To the extent it is determined any other records held by the Contractor relating to the Work are subject to the Washington Public Records Act (RCW 42.56), the Contractor shall promptly deliver such records to the City for purpose of responding to a public records request. This section shall survive termination of this Contract.

16. CONFIDENTIALITY

If it is necessary to provide proprietary information, the Contractor shall clearly mark the information on each page of the document(s) as "Proprietary and Confidential". The City is subject to laws regarding the disclosure of public records and document. Proposals and other materials, submitted by the Contractor become public record and may be subject to public disclosure, in whole or in part, and may be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information and the Contractor has marked the requested document as "Proprietary and Confidential", the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information; provided that the Contractor shall be solely responsible for all attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney's fees or penalty assessments under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. These records shall be subject at all reasonable times to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Contract.

18. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor, shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

19. GENERAL PROVISIONS

19.1 Entire Contract. The Contract documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

19.2 Modification. No provision of this Contract may be amended or added to except by written agreement and signed by the Parties or their respective agents or successors in interest.

19.3 Full Force and Effect. Any provision of this Contract which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

19.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

19.5 Successors In Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

19.6 Attorney's Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be King County, Washington.

19.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

19.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

19.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

19.10 Notices. Any notices required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

19.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

19.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

19.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract documents, the City Manager or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Contract the _____ day of _____, 2020.

CITY OF MILL CREEK

By: _____
Michael Ciaravino, City Manager

NORTHWEST TRAFFIC, INC.

By: _____
(Signature)

(Printed Signature Name and Title)

Address

Phone

(Federal Tax ID #)

ATTEST:

City Clerk

Finance Director

Public Works Director

APPROVED AS TO FORM:

Grant Degginger, City Attorney

**EXHIBIT A
PLANS AND SPECIFICATIONS**

(Attached)

**EXHIBIT B
CONTRACTOR'S BID FORM**

(Attached)

Bid/Contract Number

EXHIBIT C

CONTRACTOR'S RETAINAGE AGREEMENT

Contract Title _____

Contract Date _____

Contractor Name _____

Contractor Address _____

Contractor Phone _____

Contractor Federal ID # _____

State Law on How Contract Retainage Monies can be Reserved:

RCW 60.28.010 Retained percentage, labor and material Contracts for public improvements or work other than for professional services, provides that there shall be reserved by the city from the monies earned by the contractor on estimates during the progress of the improvement or work, a sum of five percent of such estimates, said sum to be retained by the city as a trust fund for the protection and payment of any persons performing work or supplying provisions or supplies during the work. The monies reserved for contract retainage may be reserved by the contractor choosing one of the following four options:

[All investments selected below are subject to City approval.]

Contractor Options (Contractor shall place an "x" in one of the boxes below.)

- (a) Retained in a non-interest bearing fund by the public body until released in accordance with applicable state statutes;
- (b) Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until released in accordance with applicable state statutes, provided that interest on such account shall be paid to the contractor;
- (c) Placed in escrow with a bank or trust company by the public body until released in accordance with applicable state statutes. The cost of the investment program and the risk thereof is to be borne entirely by the contractor.
- (d) Contractor may submit a Retainage Bond equal to 5% of the total awarded bid amount for all schedules to be held by the public body until released in accordance with applicable state statutes.

Contractor's Bank

If Contractor selects options (b) or (c) above, Contractor shall designate below the bank in which the retainage is to be deposited:

ACCOUNT NO. _____

BANK NAME _____

BANK ADDRESS _____

BANK PHONE # _____

Agreement

Contractor and City agree that all or part of the monies in the account can only be approved for disbursement by Bank to Contractor upon written authorization of the City Finance Director, or his/her authorized designee.

By _____ By _____
City of Mill Creek Contractor

Date _____ Date _____

EXHIBIT D

PERFORMANCE/PAYMENT BOND TO CITY OF MILL CREEK

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, _____, as principal ("Principal"), and _____, a Corporation organized and existing under the laws of the State of _____, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bound to the City of Mill Creek ("City") in the penal sum of: (\$ _____) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

Pursuant to proper authorization, the City Manager is authorized to enter into a certain public works contract with the Principal, providing for _____, which contract is incorporated herein by this reference ("Contract").

The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

NOW, THEREFORE, if the Principal shall perform all the provisions of the Contract in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, and shall pay all laborers, mechanics, subcontractors and material men or women, and all persons who shall supply the Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold the City, their officials, agents, employees and volunteers harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of the Principal, or any subcontractor in the performance of said work, and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Contract, or from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of one year after its final acceptance thereof by the City, then and in that event this obligation shall be void; but otherwise, it shall be and remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City

{AET1854502.DOCX;1/05739.000003/ }

of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the American Arbitration Association ("AAA"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Seattle AAA office, 1020 One Union Square, 600 Union Street, Seattle, Washington 98122. The Surety shall not interplead prior to completion of the mediation.

The parties have executed this instrument under their separate seals this ____ day of _____, 20____, the name and corporate seal of each corporate party hereto affixed, and these presents duly signed by its undersigned representatives pursuant to authority of its governing body.

CORPORATE SEAL OF PRINCIPAL: _____
(Name of Principal)
By: _____

(Name of Person Executing Bond)
Its: _____
(Title)

(Address)

(Phone)

CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary or Assistant Secretary

{AET1854502.DOCX;1/05739.000003/ }

827842.1/014455.00065

CORPORATE SEAL OF SURETY:

(Name of Surety)

By: _____
(Attorney-in-Fact / Attach Power of Attorney)

(Name of Person Executing Bond)

(Address)

(Phone)

APPROVED AS TO FORM:

GRANT DEGGINGER, CITY ATTORNEY

{AET1854502.DOCX;1/05739.000003/ }

- 15 -

827842.1/014455.00065



Agenda Item # _____

Meeting Date: May 26, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

**AGENDA ITEM: MOTION TO REJECT BID RECEIVED FOR RRFB
INSTALLATION (GROUP A AND GROUP B) PROJECT**

PROPOSED MOTION:

Motion to reject bid for the RRFB Installation (Group A and Group B) Project and re-bid only Group A no later than December 2020.

KEY FACTS AND INFORMATION SUMMARY:

Action on this project is both "necessary and routine" because the City routinely reserves the right to reject all bids received however, it is obligated to do so in a timely manner. Furthermore, RCW 35.23.352(1) provides that: *"the council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call."*

In March 2019, the City was granted a Transportation Improvement Board (TIB) Complete Streets Award in an amount not to exceed \$300,000. The award included costs associated with the design and construction of hardwired RRFB systems to replace two existing solar powered RRFB systems (located at Trillium Blvd at Heatherwood MS and 148th St SE in the vicinity of Mill Creek Elementary School). The current systems are operationally unreliable during the fall and winter months due to the reduced amount of sunlight. These two locations were designated as "Group A" for bidding purposes.

In December 2019, a third location was added at Jackson High School to construct a new crosswalk in the vicinity of the sports fields with a hardwired RRFB system. The cost for this new hardwired RRFB installation would have been covered by a \$100,000 REET grant from Snohomish County. These funds are provisionally earmarked for another City project. This new location was designated "Group B" for bidding purposes.

The project (Group A and Group B) was put out to bid on March 3rd, 2020 and bids were opened on March 17th, 2020. During this month, health concerns related to COVID 19 increased in Washington State. The project (Group A and Group B) received only one bid in the amount of \$370,449.00 from Transportation Systems Inc. (Attachment A). The engineers estimate for both Group A and Group B was \$356,620.00. The bid received was \$13,829 above the engineer's estimate (approximately 4% over the engineer's estimate).

In an effort to confirm adequate use of public funds, City Council requested that an assessment of a solar upgrade be conducted for both existing RRFBs (Group A). In collaboration with TAPCO (manufacturer) and Traffic Safety Supply (vendor), City staff assessed the feasibility of

upgrading the existing solar RRFBs. Based on sunlight readings taken in the field, both TAPCO and Traffic Safety Supply have confirmed that a solar upgrade is not viable (Attachment B).

Staff recommends that the one bid that was received be rejected, the bid packet be modified to only include the improvements covered by the TIB grant (Group A) and the project be re-bid in December 2020. Group A work is by definition a capital project—defined as new, replacement of, or improvements to infrastructure (e.g. buildings, roads, parks) that has a minimum life expectancy of five years and a minimum cost of \$25,000. Group A needs to be added to the Capital Improvement Plan. TIB funds must be used by March 31, 2022.

CITY MANAGER RECOMMENDATION:

Reject the bid received for the RRFB Installation (Group A and Group B) Project and direct staff to re-bid only Group A no later than December 2020.

ATTACHMENTS:

- Attachment A: Bid Tabulation for the RRFB Installation (Group A and Group B) Project
- Attachment B: Solar assessment response from Traffic Safety Supply

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



RRFB INSTALLATION PROJECT
City of Mill Creek
Bid Tabulation

Bid Opening: 10:00 AM, Tuesday, March 17th, 2020

Item Number	Spec. Reference	Total Quantity	Unit	Item	Group A					Group B				
					QTY A	Engineer's Estimate		Transportation Systems		QTY B	Engineer's Estimate		Transportation Systems	
						Unit Cost A	Item Total A	Unit Cost A	Item Total A		Unit Cost B	Item Total B		
1	1-09.7	1	L.S.	MOBILIZATION GROUP 1	1	\$ 19,000.00	\$ 19,000.00	\$ 24,000.00	\$ 24,000.00		\$ 19,000.00	\$ -	\$ -	
2	1-09.7	1	L.S.	MOBILIZATION GROUP 2		\$ 10,000.00	\$ -	\$ -	\$ -	1	\$ 10,000.00	\$ 10,000.00	\$8,500.00	\$ 8,500.00
3	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION GROUP 1	1	\$ 15,000.00	\$ 15,000.00	\$ 46,000.00	\$ 46,000.00		\$ 15,000.00	\$ -	\$ -	
4	2-02.5	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTION GROUP 2		\$ 10,000.00	\$ -	\$ -	\$ -	1	\$ 10,000.00	\$ 10,000.00	\$24,000.00	\$ 24,000.00
5	4-04.5	80	TON	CRUSHED SURFACING BASE COURSE	50	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00	30	\$ 50.00	\$ 1,500.00	\$50.00	\$ 1,500.00
6	4-04.5	45	TON	CRUSHED SURFACING TOP COURSE	20	\$ 50.00	\$ 1,000.00	\$ 55.00	\$ 1,100.00	25	\$ 50.00	\$ 1,250.00	\$55.00	\$ 1,375.00
7	4-06.5	55	TON	ASPHALT TREATED BASE	35	\$ 150.00	\$ 5,250.00	\$ 324.00	\$ 11,340.00	20	\$ 150.00	\$ 3,000.00	\$326.00	\$ 6,520.00
8	5-04.5	30	TON	COMMERCIAL HMA	20	\$ 200.00	\$ 4,000.00	\$ 343.00	\$ 6,860.00	10	\$ 200.00	\$ 2,000.00	\$347.00	\$ 3,470.00
9	2-03.5	40	C.Y.	ROADWAY EXCAVATION INCL. HAUL	25	\$ 50.00	\$ 1,250.00	\$ 125.00	\$ 3,125.00	15	\$ 50.00	\$ 750.00	\$200.00	\$ 3,000.00
1	2-03.5	10	C.Y.	EMBANKMENT COMPACTION	5	\$ 20.00	\$ 100.00	\$ 100.00	\$ 500.00	5	\$ 20.00	\$ 100.00	\$100.00	\$ 500.00
11	8-01.5	7500	DOL	EROSION/WATER POLLUTION CONTROL	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	2500	\$ 1.00	\$ 2,500.00	\$1.00	\$ 2,500.00
12	8-01.5	6	EA.	INLET PROTECTION	4	\$ 100.00	\$ 400.00	\$ 100.00	\$ 400.00	2	\$ 100.00	\$ 200.00	\$100.00	\$ 200.00
13	8-01.5	100	L.F.	STRAW WATTLES	100	\$ 7.00	\$ 700.00	\$ 7.00	\$ 700.00	0	\$ 7.00	\$ -	\$ -	\$ -
14	8-02.5	104	S.Y.	SOD INSTALLATION	56	\$ 60.00	\$ 3,360.00	\$ 30.00	\$ 1,680.00	56	\$ 60.00	\$ 3,360.00	\$30.00	\$ 1,680.00
15	8-04.5	170	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER TYPE WSDOT	50	\$ 30.00	\$ 1,500.00	\$ 35.00	\$ 1,750.00	120	\$ 30.00	\$ 3,600.00	\$35.00	\$ 4,200.00
16	8-04.5	90	L.F.	CEMENT CONC. TRAFFIC CURB AND GUTTER TYPE CITY	90	\$ 35.00	\$ 3,150.00	\$ 34.00	\$ 3,060.00	0	\$ 35.00	\$ -	\$ -	\$ -
17	8-14.5	80	S.Y.	CEMENT CONC. SIDEWALK	30	\$ 75.00	\$ 2,250.00	\$ 120.00	\$ 3,600.00	50	\$ 75.00	\$ 3,750.00	\$95.00	\$ 4,750.00
18	8-22.5	20	L.F.	PLASTIC STOP LINE	20	\$ 5.00	\$ 100.00	\$ 10.00	\$ 200.00	0	\$ 5.00	\$ -	\$ -	\$ -
19	8-22.5	368	S.F.	PLASTIC CROSSWALK LINE	256	\$ 5.00	\$ 1,280.00	\$ 10.00	\$ 2,560.00	112	\$ 5.00	\$ 560.00	\$10.00	\$ 1,120.00
20	8-22.5	280	L.F.	PAINT LINE	160	\$ 2.00	\$ 320.00	\$ 4.00	\$ 640.00	120	\$ 2.00	\$ 240.00	\$4.00	\$ 480.00
21	8-09.5	1	EA.	RAISED PAVEMENT MARKER TYPE 2	1	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	0	\$ 200.00	\$ -	\$ -	\$ -
22	8-20.5	1	L.S.	PEDESTRIAN CROSSING SYSTEM NO. 1	1	\$ 40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	0	\$ 40,000.00	\$ -	\$ -	\$ -
23	8-20.5	1	L.S.	PEDESTRIAN CROSSING SYSTEM NO. 2	1	\$ 40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	0	\$ 40,000.00	\$ -	\$ -	\$ -
24	8-20.5	1	L.S.	PEDESTRIAN CROSSING SYSTEM NO. 3	0	\$ 40,000.00	\$ -	\$ -	\$ -	1	\$ 40,000.00	\$ 40,000.00	\$26,245.00	\$ 26,245.00
25	1-10.5(1)	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL GROUP 1	1	\$ 25,000.00	\$ 25,000.00	\$ 29,424.00	\$ 29,424.00	0	\$ 25,000.00	\$ -	\$ -	\$ -
26	1-10.5(1)	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL GROUP 2	0	\$ 12,500.00	\$ -	\$ -	\$ -	1	\$ 12,500.00	\$ 12,500.00	\$11,165.00	\$ 11,165.00
27	8-21.5	1	L.S.	PERMANENT SIGNING GROUP 1	1	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	0	\$ 6,000.00	\$ -	\$ -	\$ -
28	8-21.5	1	L.S.	PERMANENT SIGNING GROUP 2	0	\$ 3,000.00	\$ -	\$ -	\$ -	1	\$ 3,000.00	\$ 3,000.00	\$800.00	\$ 800.00
29	8-14.5	1	EA.	CEMENT CONC. CURB RAMP TYPE COMBINATION	1	\$ 3,500.00	\$ 3,500.00	\$ 3,100.00	\$ 3,100.00	0	\$ 3,500.00	\$ -	\$ -	\$ -
30	8-14.5	2	EA.	CEMENT CONC. CURB RAMP TYPE PARALLEL A	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	0	\$ 3,000.00	\$ -	\$ -	\$ -
31	8-14.5	1	EA.	CEMENT CONC. CURB RAMP TYPE PARALLEL B	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	0	\$ 3,000.00	\$ -	\$ -	\$ -
32	8-06.5	2	EA.	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2	0	\$ 5,000.00	\$ -	\$ -	\$ -	2	\$ 5,000.00	\$ 10,000.00	\$3,000.00	\$ 6,000.00
33	8-20.5	200	L.F.	CONDUIT PIPE 2 IN. DIAM. FOR PUD	100	\$ 12.00	\$ 1,200.00	\$ 20.00	\$ 2,000.00	100	\$ 12.00	\$ 1,200.00	\$20.00	\$ 2,000.00



RRFB INSTALLATION PROJECT
City of Mill Creek
Bid Tabulation

Bid Opening: 10:00 AM, Tuesday, March 17th, 2020

Item Number	Spec. Reference	Total Quantity	Unit	Item	Group A					Group B				
					QTY A	Unit Cost A	Item Total A	Unit Cost A	Item Total A	QTY B	Unit Cost	Item Total B	Unit Cost B	Item Total B
34	8-20.5	10	L.F.	CONDUIT PIPE 3 IN. DIAM. FOR PUD	10	\$ 15.00	\$ 150.00	\$ 35.00	\$ 350.00	0	\$ 15.00	\$ -		\$ -
35	8-20.5	1	EA.	TRANSFORMER VAULT	1	\$ 7,500.00	\$ 7,500.00	\$ 7,800.00	\$ 7,800.00	0	\$ 7,500.00	\$ -		\$ -
36	8-20.5	1	EA.	UTILITY VAULT	1	\$ 7,500.00	\$ 7,500.00	\$ 7,100.00	\$ 7,100.00	0	\$ 7,500.00	\$ -		\$ -
37	1-05.4	1	L.S.	ROADWAY SURVEYING GROUP 1	1	\$ 9,400.00	\$ 9,400.00	\$ 3,500.00	\$ 3,500.00	0	\$ 9,400.00	\$ -		\$ -
38	1-05.4	1	L.S.	ROADWAY SURVEYING GROUP 2	0	\$ 5,000.00	\$ -		\$ -	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00
39	2-09.5	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B GROUP 1	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	0	\$ 1,000.00	\$ -		\$ -
40	2-09.5	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B GROUP 2	0	\$ 1,000.00	\$ -		\$ -	1	\$ 1,000.00	\$ 1,000.00	\$ 5.00	\$ 5.00
41	1-05.18	1	L.S.	AS CONSTRUCTED DRAWINGS GROUP 1	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	0	\$ 1,000.00	\$ -		\$ -
42	1-05.18	1	L.S.	AS CONSTRUCTED DRAWINGS GROUP 2	0	\$ 1,000.00	\$ -		\$ -	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
43	7-08.5	10000	DOL	MINOR CHANGE GROUP 1	10000	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	0	\$ 1.00	\$ -		\$ -
44	7-08.5	5000	DOL	MINOR CHANGE GROUP 2	0	\$ 1.00	\$ -		\$ -	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
45	2-01.5	5000	DOL	ROADSIDE CLEANUP GROUP 1	5000	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	0	\$ 1.00	\$ -		\$ -
46	2-01.5	2500	DOL	ROADSIDE CLEANUP GROUP 2	0	\$ 1.00	\$ -		\$ -	2500	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
Group A Total						\$ 232,610.00		\$ 248,939.00		Group B Total	\$ 124,010.00		\$ 121,510.00	

Bid Tab Summary

	Engineer's Estimate	Transportation Systems
Group A	\$ 232,610.00	\$ 248,939.00
Group B	\$ 124,010.00	\$ 121,510.00
A+B TOTAL	\$ 356,620.00	\$ 370,449.00

Good Morning Gina,

Please see email below.

Thanks,



Matthew Feeley, PE
Supervising Engineer
City of Mill Creek
matthewf@cityofmillcreek.com
P: 425-921-5745 | F: 425-745-9650
[Facebook](#) | [Twitter](#) | [Instagram](#)

From: Jeremiah Cananua <jcananua@tssco.com>
Sent: Monday, May 18, 2020 9:03 AM
To: Matthew Feeley <matthewf@cityofmillcreek.com>
Cc: Todd Wilson <twilson@tssco.com>
Subject: RE: RRFB crosswalk solar upgrade

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

Hi Matthew,

Here are the answers to your questions.

1. No matter what kind of solar panel we use, (new, old, larger, etc.) solar is not viable here. Regardless of what kind of solar panel is there, solar panels need sunlight. There is not enough sunlight based off the models engineering ran. You can buy a solar system, but TAPCO can guarantee its failure.
2. Their only option is to do an AC system

Jeremiah Cananua
On the Road Since 1956
2324 SE Umatilla St.
Portland, OR 97202

PHONE: [503-235-8531](tel:503-235-8531) | [800-547-8518](tel:800-547-8518) | FAX: [503-235-5112](tel:503-235-5112)

EMAIL: jcananua@tssco.com | www.tssco.com

 Please consider the environment before printing this e-mail

----- Original message -----

From: Matthew Feeley <matthewf@cityofmillcreek.com>

Date: 5/15/20 10:37 (GMT-08:00)

To: Jeremiah Cananua <jcananua@tssco.com>

Cc: Todd Wilson <twilson@tssco.com>

Subject: RE: RRFB crosswalk solar upgrade

Hi Jeremiah,

I would like to follow-up and have the two items below clarified:

1. There is not enough sunlight at these two locations to ensure operational reliability of a solar powered RRFB system, correct? Would we see any improvement with operational reliability if we were to install newer solar panels and batteries?
2. What cost-effective recommendation would TAPCO have for the City to improve the operational reliability of the RRFB systems at the two locations?

Could you please provide a response to these two questions by the end of Monday, 5/18? Thanks again for your assistance.



Matthew Feeley, PE

Supervising Engineer

City of Mill Creek

matthewf@cityofmillcreek.com

P: 425-921-5745 | F: 425-745-9650

[Facebook](#) | [Twitter](#) | [Instagram](#)

From: Matthew Feeley

Sent: Friday, May 8, 2020 4:31 PM

To: Jeremiah Cananua <jcananua@tssco.com>
Cc: Todd Wilson <twilson@tssco.com>
Subject: RE: RRFB crosswalk solar upgrade

Thank you for the info.

Have a nice weekend!



Matthew Feeley, PE
Supervising Engineer
City of Mill Creek
matthewf@cityofmillcreek.com
P: 425-921-5745 | F: 425-745-9650
[Facebook](#) | [Twitter](#) | [Instagram](#)

From: Jeremiah Cananua <jcananua@tssco.com>
Sent: Friday, May 8, 2020 3:58 PM
To: Matthew Feeley <matthewf@cityofmillcreek.com>
Cc: Todd Wilson <twilson@tssco.com>
Subject: RE: RRFB crosswalk solar upgrade

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

Good afternoon Matthew,

Here's what engineering said about the solar site survey:

There are 0% or near zero months. Under 10% bumping solar won't help.

Solar isn't viable for these locations.

Thank you.

Jeremiah Cananua



**TRAFFIC SAFETY
SUPPLY COMPANY**

Our Products Help Save Lives

Watch Our Video [Here](#)

2324 SE Umatilla St.
Portland, OR 97202
PHONE: 503-235-8531 | 800-547-8518 | FAX: 503-235-5112
EMAIL: jcananua@tssco.com | www.tssco.com

 Please consider the environment before printing this e-mail.

Taking care of both our staff and customers is our number one priority. During this time of the COVID19 virus pandemic, we've put some new measures in place. Per CDC recommendations we're trying to limit interpersonal contact. We are encouraging our customers to submit orders on the phone or via email. We are currently discouraging walk-in customers and pick-ups in Will Call as much as possible. You may also encounter delays in shipping times and communication due to some of our staff working remotely. We are trying our best to accommodate our customer needs as well as the safety of everyone.

We want to thank you for your patience and flexibility during this time. It's our goal to make this interruption as seamless as possible for our customers. We're hoping all of this passes quickly and we'll be back to business as usual soon.

From: Matthew Feeley <matthewf@cityofmillcreek.com>
Sent: Thursday, May 7, 2020 5:33 PM
To: Jeremiah Cananua <icananua@tssco.com>
Cc: Todd Wilson <twilson@tssco.com>
Subject: RE: RRFB crosswalk solar upgrade

Sounds good!

Thanks,



Matthew Feeley, PE
Supervising Engineer
City of Mill Creek
matthewf@cityofmillcreek.com
P: 425-921-5745 | F: 425-745-9650
[Facebook](#) | [Twitter](#) | [Instagram](#)

From: Jeremiah Cananua <icananua@tssco.com>
Sent: Thursday, May 7, 2020 5:12 PM
To: Matthew Feeley <matthewf@cityofmillcreek.com>
Cc: Todd Wilson <twilson@tssco.com>
Subject: RE: RRFB crosswalk solar upgrade

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

Hi Matthew,

I have not seen an update today from my contact about the result of the survey. I will follow-up on the quote and results tomorrow.

Thank you.

Jeremiah Cananua



**TRAFFIC SAFETY
SUPPLY COMPANY**

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Watch Our Video [Here](#)

2324 SE Umatilla St.
Portland, OR 97202
PHONE: 503-235-8531 | 800-547-8518 | FAX: 503-235-5112
EMAIL: jcananua@tssco.com | www.tssco.com

 Please consider the environment before printing this e-mail.

Taking care of both our staff and customers is our number one priority. During this time of the COVID19 virus pandemic, we've put some new measures in place. Per CDC recommendations we're trying to limit interpersonal contact. We are encouraging our customers to submit orders on the phone or via email. We are currently discouraging walk-in customers and pick-ups in Will Call as much as possible. You may also encounter delays in shipping times and communication due to some of our staff working remotely. We are trying our best to accommodate our customer needs as well as the safety of everyone.

We want to thank you for your patience and flexibility during this time. It's our goal to make this interruption as seamless as possible for our customers. We're hoping all of this passes quickly and we'll be back to business as usual soon.



Mill Creek
WASHINGTON

Date: May 26, 2020

A/P Check Batches		
Dated	Check Numbers	Amount
04/09/2020	ACH Debit-DOR-Sales Tax-Mar	\$1,174.91
04/15/2020	ACH Debit-76 Fleet-March	\$4,011.82
05/15/2020	61956-62004	\$230,305.03
Total		\$235,491.76

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 61956 through 62004, and ACH in the amount of \$235,491.76.

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

Councilmember

Councilmember

Director of Finance

City Manager

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

4/9/2020

Export

Washington State Department of Revenue

Your Return has been submitted and your confirmation number is 0-013-509-954

Below is information from your Monthly Return for the period ending March 31, 2020

Filing Date	April 9, 2020
Account Id	600-598-011
Primary Name	CITY OF MILL CREEK
Payment Method	ACH Debit/E-Check
Payment Effective	April 9, 2020
Total Tax	1,174.91
Total Due	1,174.91

The email address on this return is different from the one in your profile

The Department is using email more frequently to communicate with taxpayers. Please verify that the email address in your profile is correct. To update your email address click "Settings" link above, then click the "Update user profile" link in the "I Want To" menu.

Check the status of your return from the **Submissions** tab.

Print a copy of your return below. You can always "Print" your return by navigating to the "Submissions" tab and finding this request.

Give us your feedback



Combined Excise Tax Return

600-598-011
CITY OF MILL CREEK

Filing Period: March 31, 2020 **Due Date:** April 27, 2020

Filing Frequency: Monthly

Business & Occupation

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	4,723.67	4,723.67	0.00	0.004710	0.00
Service and Other Activities; Gambling Contests of Chance (less than \$50,000 a year)	32,106.44	0.00	32,106.44	0.015000	481.60
Total Business & Occupation					481.60

State Sales and Use

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	4,723.67	0.00	4,723.67	0.065000	307.04
Use Tax	1,879.24	0.00	1,879.24	0.065000	122.15
Total State Sales and Use					429.19

Deductions

Tax Classification	Deduction	Amount
Business & Occupation		
Retailing	Other: Exclusively government	4,723.67

Local City and/or County Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
3119 - MILL CREEK	4,723.67	0.040000	188.95
Total Local City and/or County Sales Tax			188.95

Local City and/or County Use Tax/Deferred Sales Tax

Location	Taxable Amount	Tax Rate	Tax Due
3119 - MILL CREEK	1,879.24	0.040000	75.17
Total Local City and/or County Use Tax/Deferred Sales Tax			75.17

Total Tax	1,174.91
Subtotal	1,174.91
Total Amount Owed	1,174.91 =

Prepared By: City of Mill Creek
E-Mail Address: andrea@dowellconsulting.com
Submitted Date: 4/9/2020
Confirmation #: 0-013-509-954

Payment Type: ACH Debit/E-Check
Amount: \$1,174.91 ✓
Effective Date: 4/9/2020 ✓

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 04/15/2020
Report Time: 12:18:33 PM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	04/15/2020
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	76
Batch Status:	Submitted	Created By:	LOTLEO
Released By:	MCIARAVINO		

<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>
76 FLEET WEX BANK	0201-00-1059153	\$4,011.82	C	071000288		C	0189672

Total Amount In Batch Total Count In Batch

Debits	\$0.00	0
Credits	\$4,011.82	1
Prenotes	\$0.00	0

Grand Total Amount Grand Total Count

Debits	\$0.00	0
Credits	\$4,011.82	1
Prenotes	\$0.00	0



Invoice Statement

INVOICE NUMBER: 64624769
ACCOUNT NAME: City of Mill Creek

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0201-00-105915-3	18,100.00	31	MAR-31-2020	APR-22-2020	4,011.82

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
MAR-17-2020	Payment - Thank You		3,971.59
MAR-31-2020	Fuel Purchases	4,028.04	
MAR-31-2020	Service Purchases	32.00	
MAR-31-2020	Other Purchases		32.00
MAR-31-2020	Other Adjustments this Period	10.00	
MAR-31-2020	Rebates and Rebate Reversals		26.22

REMINDER
 PLEASE BE SURE TO INCLUDE REMITTANCE
 STUB WITH PAYMENT. MAIL TO THE
 ADDRESS SHOWN IN THE RIGHT PORTION
 OF THE REMITTANCE STUB.

APPROVED FOR PAYMENT

Project # Food City Vehicles - March

Bars Code # _____ 001-008-521-70-3200

Signature _____ 001-014-518-90-3200

Date _____ 04/15/2020

\$ 2,836.65
 \$ 548.38
 \$ 33.03
 \$ 573.76
 } \$ 4,011.82

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
3,971.59	3,971.59	4,038.04	26.22	4,011.82

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT



ACCOUNT NAME	City Of Mill Creek
ACCOUNT NUMBER	0201-00-105915-3
INVOICE NUMBER	64624769
BILL CLOSING DATE	MAR-31-2020
AMOUNT DUE	4,011.82
AMOUNT ENCLOSED	
PAYMENT DUE DATE	APR-22-2020

76 Fleet

Fax change of address request to 1-800-395-0809.
Make check payable to: WEX BANK
Use enclosed envelope or send to:

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

A

WEX BANK
 P.O. BOX 6293
 CAROL STREAM IL 60197-6293

02010010591534000000401182 200422

Accounts Payable

Checks by Date - Detail by Check Date

User: jodieg
 Printed: 5/22/2020 8:44 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61956	911SUPPL 86524 INV-2-1648 INV-2-1900 INV-2-2256	911 Supply Inc Citizen Patrol Uniform - T Simplot Swat Gear - K Hughes 2 Polo Shirts - Long Sleeve - J Lee Evidence Jacket - 5 in 1 Jacket - J Lee	05/15/2020		168.26 193.57 134.77 317.12
Total for Check Number 61956:				0.00	813.72
61957	ADPLLC 556557564	ADP, LLC ADP Payroll Services-03/31 & 04/15, WFN HCl	05/15/2020		1,983.33
Total for Check Number 61957:				0.00	1,983.33
61958	INTEGRA 16803836	Allstream T-1 Monthly Chgs - May	05/15/2020		638.10
Total for Check Number 61958:				0.00	638.10
61959	AMAZON 1QRY-9M3J-CPPQ	Amazon Capital Services 1 - 38 Gallon Trash Cans	05/15/2020		430.93
Total for Check Number 61959:				0.00	430.93
61960	AUTOGR 83235	Autographics Graphics - Bucket Truck - PW #12	05/15/2020		516.67
Total for Check Number 61960:				0.00	516.67
61961	BIOCLEAN 11013	Bio Clean Inc COVID-19 Cleaning - Patrol Vehicles (10)	05/15/2020		3,591.25
Total for Check Number 61961:				0.00	3,591.25
61962	BOTACH 6398935	Botach Inc - DBA Botach Tactical Ballistic Protection, Radio Communications Hea	05/15/2020		1,732.42
Total for Check Number 61962:				0.00	1,732.42
61963	BRIDPETS 00126	Bridges Pets 1 - Vera Chicken Fillets - Hondo	05/15/2020		13.09
Total for Check Number 61963:				0.00	13.09
61964	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 04/18-05/17 Internet for ITS 04/14-05/13	05/15/2020		191.42 106.42
Total for Check Number 61964:				0.00	297.84
61965	COPIETC AR48221	Copiers Etcetera, Inc. Repairs & Maint - Copy Machines	05/15/2020		1,154.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 61965:	0.00	1,154.73
61966	DCTED PWTF-265831 PWTF-265831A	Department of Commerce Penny Creek Culvert Replacement - Principal Penny Creek Culvert Replacement - Interest	05/15/2020		48,500.00 1,697.50
			Total for Check Number 61966:	0.00	50,197.50
61967	DICKSTOW 714357	Dick's Towing Tow 20 ft. Container	05/15/2020		329.40
			Total for Check Number 61967:	0.00	329.40
61968	DOWELLCN 2020.04.002	Andrea Dowell Prof Svcs - Financial Consultant - April	05/15/2020		5,265.00
			Total for Check Number 61968:	0.00	5,265.00
61969	FELDMAJ 0001	Feldman & Lee, P.S. Public Defender Contract - April	05/15/2020		2,810.00
			Total for Check Number 61969:	0.00	2,810.00
61970	GTENORTH 425-316-0326	Frontier Alarm System Line Chgs-Cook House-04/16-05.	05/15/2020		65.24
			Total for Check Number 61970:	0.00	65.24
61971	GRYOSBRN 2 21	Gray & Osborne Inc Prof Svcs - EGVU Spine Road 08/18 - 10/12 Prof Svcs - 35th Ave SE Reconstruction 10/13 -	05/15/2020		9,405.46 1,053.73
			Total for Check Number 61971:	0.00	10,459.19
61972	INTSTBAT 1905701055764 1905701055765	Interstate All Battery Center Alarm Battery - MCSP Alarm Battery - MCSP	05/15/2020		29.04 29.42
			Total for Check Number 61972:	0.00	58.46
61973	ISO CW238832 CW238923 CW239117	ISOOutsource IT Consultant/Tech Support 04/16 - 04/30 IT Consultant/Tech Support IT Consultant/Tech Support	05/15/2020		3,275.20 478.40 7,811.61
			Total for Check Number 61973:	0.00	11,565.21
61974	DEPTL&I 324787	Department of Labor & Industries Inspect Hot Water Heater - Library	05/15/2020		24.23
			Total for Check Number 61974:	0.00	24.23
61975	MISTERTS 117748 117748A	Mister T's Trophies 1 Name Tags - M Todd 1 Name Tags - J Balentine	05/15/2020		17.55 17.54
			Total for Check Number 61975:	0.00	35.09
61976	OMWATT 838380 838381 838382	Ogden Murphy Wallace Attorneys Prof Legal Services - Council - March Prof Legal Services - Franchises - March Prof Legal Services - DCD - March	05/15/2020		33.50 207.00 938.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	838383	Prof Legal Services - Engr - March			1,283.50
	838384	Prof Legal Services - Exec - March			2,399.00
	838387	Prof Legal Services - Kirschten Tort Claim - Mar			234.50
	838388	Prof Legal Services - McClung v. Harbor Pacific			462.00
	838389	Prof Legal Services - Olympic Dioceses - March			8,242.16
			Total for Check Number 61976:	0.00	13,799.66
61977	OREILLY 2986-249099 2986-249230	O'Reilly Automotive Inc Cleaning Supplies PW Shop/Equip WD-40, Carb & Brake Cleaner - Shop Supplies	05/15/2020		41.05 20.61
			Total for Check Number 61977:	0.00	61.66
61978	ELLITIRE 064462013021	PepBoys-Remittance Dept Replace Mode Door Actuator - Car #41	05/15/2020		628.78
			Total for Check Number 61978:	0.00	628.78
61979	SNOCPUD 108629145 115227619 115229506 115229507 115242001 115242002 115242003 115243775 118553076 121864464 121864465 121866425 121869301 125186279 125191287 128467591 128467592 128467593 128467594 131731905 131767606 131768938 131779764 131783337 144930798 144940003 151528535 151529827 154731715 154775048 154775049 154775143 154776025 157934417 157978578 164356033 164358509 164371160 167559166	PUD No. 1 of Snohomish County 2725 Seattle Hill Rd 03/12 - 04/09 15728 Main St 03/11 - 04/07 1900 164th St SE 03/13 - 04/09 15803 32nd Ave SE 03/12 - 04/09 Street Lights - 91 Lights - 250W 04/01 - 04/30 Street Lights - 841 Lights - 100W 04/01 - 04/30 Street Lights - 21 Lights - 400W 04/01 - 04/30 902 164th St SE 04/04 - 05/04 Street Lights - 49 Lights - 20W 04/01 - 04/30 16110 1/2 29th Dr SE 03/28 - 04/27 2701 155th St SE 03/28 - 04/27 Street Lights - 386 Lights - 100W 04/01 - 04/30 15728 Main St 04/08 - 05/06 1700 Mill Creek Rd 03/26 - 04/23 4560 SAC 04/03 - 05/01 Street Lights - 8 Lights - 200W 04/01 - 04/30 Street Lights - 38 Lights - 250W 04/01 - 04/30 Street Lights - 39 Lights - 400W 04/01 - 04/30 Street Lights - 17 Lights - 100W 04/01 - 04/30 1900 164th St SE 01/11 - 02/11 2024 Seattle Hill Rd 03/13 - 04/09 2720 Seattle Hill Rd 03/12 - 04/09 15510 Village Green Dr 03/28 - 04/27 14600 16th Ave SE 04/04 - 05/04 14810 35th Ave SE 03/12 - 04/09 Street Light - 1 Light - 160W 04/01 - 04/30 15601 22nd Ct SE 03/28 - 04/27 Street Light - 1 Light - 240W 04/01 - 04/30 2024 Seattle Hill Rd 01/11 - 02/11 Street Lights - 6 Lights - 150W 04/01 - 04/30 14729 12th Ave SE 03/31 - 04/28 Street Lights - 189 Lights - 200W 04/01 - 04/30 13332 44th Ave SE 04/03 - 05/01 14810 35th Ave Se 01/10 - 02/11 15429 1/2 Bothell Everett Hwy 04/07 - 05/05 4842 SAC 03/11 - 04/06 13901 North Pointe Cir Irrig 03/12 - 04/07 15429 Bothell Everett Hwy 04/07 - 05/05 2725 Seattle Hill Rd 01/10 - 02/11	05/15/2020		15.66 1,348.28 26.00 21.94 985.53 5,121.69 312.90 34.61 17.15 23.22 21.50 1,389.60 1,366.73 70.21 45.62 47.68 285.38 441.48 52.87 31.10 32.60 15.66 16.74 24.67 53.22 5.18 20.24 7.94 37.69 28.98 15.66 1,736.91 43.91 68.08 17.07 64.41 14.58 19.68 17.82

AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 61979:	0.00	13,900.19
61980	SAFEBLT 0067679-IN	SAFEbuilt LLC Prof Svcs - Inspection/Plan Review Services 04/1	05/15/2020		4,246.87
			Total for Check Number 61980:	0.00	4,246.87
61981	SANDACLN March/April/May	Sanda Cleaners Uniform Dry Cleaning - S Conner 03/26 - 05/02	05/15/2020		109.39
			Total for Check Number 61981:	0.00	109.39
61982	SERKING RO No. 22400140	Service King #224 Mill Creek Deductible-Body Repairs - Car #42	05/15/2020		1,000.00
			Total for Check Number 61982:	0.00	1,000.00
61983	SILVERL 14112-27585 14737-19068 17679-27345 17684-27596 24079-27593 24079-27593a 32140-27632 32141-27633 35995-27914 35995-27914a 35996-27914 35996-27914a 35997-27914 35997-27914a 35998-27914 35998-27914a 35999-27914 35999-27914a 36000-27914 36000-27914a 36016-27914 36016-27914a 36025-27914 3602527914a 36026-27914 36026-27914a 36365-27593 36365-27593a 37034-30017 37034-30017a 37680-27914 37680-27914a 40191-27914 40191-27914a	Silverlake Water District 132nd & SR 527 Irrig 04/01 - 04/30 13617 28th Dr SE Irrig 04/01 - 04/30 15429 1/2 Bothell Everett Hwy 04/01 - 04/30 15429 Bothell Way - Irrig 04/01 - 04/30 Hillside Irrig 03/01-03/31 Hillside Irrig 04/01-04/30 13903 N Creek Dr - Irrig 04/01 - 04/30 13903 N Creek Dr 04/01 - 04/30 SR 527-Irrig 03/01-03/31 SR 527-Irrig 04/01-04/30 14600 SR 527-Irrig 03/01-03/31 14600 SR 527-Irrig 04/01-04/30 13800 N SR 527-Irrig 03/01-03/31 13800 N SR 527-Irrig 04/01-04/30 1600 SR 527-Irrig 03/01-03/31 1600 SR 527-Irrig 04/01-04/30 15200 SR 527-Irrig 03/01-03/31 15200 SR 527-Irrig 04/01-04/30 15100 N SR 527-Irrig 03/01-03/31 15100 N SR 527-Irrig 04/01-04/30 SR 527 & Trillium-Irrig 03/01-03/31 SR 527 & Trillium Blvd-Irrig 04/01-04/30 14600 SR 527-Irrig 03/01-03/31 14600 SR 527-Irrig 04/01-04/30 SR 527 & Dumas Rd-Irrig 03/01-03/31 SR 527 & Dumas Rd-Irrig 04/01-04/30 Dumas Rd Irrig 03/01-03/31 Dumas Rd Irrig 04/01-04/30 14721 12th Ave SE-Irrig 03/01-03/31 14721 12th Ave SE-Irrig 04/01-04/30 0 33rd Dr & Northpointe Circle-Irrig 03/01-03/31 0 33rd Dr & Northpointe Circle-Irrig 04/01-04/31 13401 44th Ave SE-Restroom 03/01-03/31 13401 44th Ave SE-Restroom 04/01-04/30	05/15/2020		7.60 7.60 7.60 7.60 7.60 7.60 42.00 67.40 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 9.75 7.60 7.60 7.60 7.60 7.60 22.30 22.30 7.60 7.60 7.60 7.60 68.00 65.85
			Total for Check Number 61983:	0.00	502.80
61984	SNOCODEM I000528958	Sno Co Department of Emergency Manage 2020 Emergency Services - 2nd Qtr	05/15/2020		7,258.00
			Total for Check Number 61984:	0.00	7,258.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61985	SNOCOM 2474	Snohomish County 911 Dispatch Services - May	05/15/2020		21,804.54
			Total for Check Number 61985:	0.00	21,804.54
61986	SNOCOC 2020-6289	Snohomish County Corrections Jail Service Fee - March	05/15/2020		9,205.98
			Total for Check Number 61986:	0.00	9,205.98
61987	SNOCOPW I000529004 I000529004A I000529004B	Snohomish County Public Works Signal Maintenance - RR7552 - Dumas Rd & Pa Signal Maintenance - RR7864 Dumas @ N. Crk Signal Maintenance - RR7869 - Mill Crk Blvd @	05/15/2020		284.29 152.68 85.62
			Total for Check Number 61987:	0.00	522.59
61988	SNOCOSH1 2020-6309	Snohomish County Treasurer Inmate Medical Billing - March	05/15/2020		4,880.67
			Total for Check Number 61988:	0.00	4,880.67
61989	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - M	05/15/2020		3,743.67
			Total for Check Number 61989:	0.00	3,743.67
61990	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - May	05/15/2020		1,954.12
			Total for Check Number 61990:	0.00	1,954.12
61991	STERICYC 3005093490	Stericycle Inc Biomedical Waste Services - Monthly Fee	05/15/2020		10.36
			Total for Check Number 61991:	0.00	10.36
61992	BLUELINE 18940	The BlueLine Group Prof Svcs - Heron Park Play Area Renovation Tr	05/15/2020		450.00
			Total for Check Number 61992:	0.00	450.00
61993	TRANSUN 04008372	Trans Union LLC Basic Service Monthly Fee - Credit Checks	05/15/2020		60.78
			Total for Check Number 61993:	0.00	60.78
61994	TLOLLC 839489 839489a	TransUnion Risk and Alternative Background/Identity Investigations - January Background/Identity Investigations - April	05/15/2020		55.25 55.25
			Total for Check Number 61994:	0.00	110.50
61995	ULINE 36672673	Uline N-95 Masks, Hand Sanitizer - PPE for Officers -	05/15/2020		505.64
			Total for Check Number 61995:	0.00	505.64
61996	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 04/01 - 04/30	05/15/2020		24.00
			Total for Check Number 61996:	0.00	24.00

AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61997	USIC 379082 379082A	USIC Locating Services, LLC 39 Ticket Locates/4 QH 04/01 - 04/30 39 Ticket Locates/5 QH 04/01 - 04/30	05/15/2020		960.96 960.96
Total for Check Number 61997:				0.00	1,921.92
61998	UULC 0040175 0040175A	Utilities Underground Location Center 50% On Call Location Services - 42 Locates 50% On Call Location Services - 42 Locates	05/15/2020		54.18 54.18
Total for Check Number 61998:				0.00	108.36
61999	VERIZON 9853087346	Verizon Wireless Access & Usage Chgs - Public Safety 03/23 - 04	05/15/2020		2,004.61
Total for Check Number 61999:				0.00	2,004.61
62000	WWGRAIN 9513193541 9513422700	W.W. Grainger, Inc. Ash Tray Sand - CHS Spray Paint, Ear Plugs - PW	05/15/2020		50.23 195.11
Total for Check Number 62000:				0.00	245.34
62001	WAVEDIV 102743301000811	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St to 3000 Rockefeller	05/15/2020		641.25
Total for Check Number 62001:				0.00	641.25
62002	AFSCME April 2020	WSCCCE, AFSCME, AFL-CIO Union Dues - AFSCME - April	05/15/2020		1,031.75
Total for Check Number 62002:				0.00	1,031.75
62003	ZAC&THOM 20-MCR0004	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - April	05/15/2020		9,880.00
Total for Check Number 62003:				0.00	9,880.00
62004	ZIONS 000101000032852	Zions Bank Interest - Debt Service - Payment #2	05/15/2020		37,710.20
Total for Check Number 62004:				0.00	37,710.20
Total for 5/15/2020:				0.00	230,305.03 ✓



Mill Creek
WASHINGTON

Date: May 26, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
05/08/2020	ACH Wire- Assoc. of WA Cities	\$82,859.01
05/08/2020	ACH Automatic Deposit Checks	\$144,335.56
05/08/2020	ACH Wire- FWT & Medicare Taxes	\$25,379.26
05/08/2020	ACH Wire MEBT- Wilmington Trust	\$20,813.09
05/08/2020	ACH Wire- ICMA RC- Def. Comp	\$1,648.88
05/08/2020	ACH Wire- BAC- Flex Spending Acct	\$1,880.53
05/08/2020	ACH Wire- MCPD Guild Dues	\$1,940.00
Total		\$278,856.33

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 \$278,856.33.

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

Councilmember



Finance Director

Councilmember

City Manager

ASSOCIATION OF WASHINGTON CITIES

MILL CREEK, CITY OF

ACCOUNT SUMMARY - contains all changes to this account as of 05/08/2020 01:48:58 PM

FUND: 100

ACCOUNT NUMBER: 186 L

BILL MONTH:	05/2020
COVERAGE MONTH:	05/2020
PAYMENT DUE BY:	05/10/2020
CURRENT BILLING AMOUNT:	\$82,859.01
PRIOR OVERAGE OR SHORTAGE:	\$0.00
ADJUSTMENTS:	\$0.00
TOTAL AMOUNT DUE:	\$82,859.01

100 186 L 052020 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	05/2020	\$ <u>82,859.01</u> -

If you have questions concerning your billing, please contact the Association of Washington Cities Office at (800) 562-8981 or (360) 753-4137 or Northwest Administrators, Inc. at (206) 726-3345.

MAIL PAYMENT TO: If payment is made by check, please print a copy of this page and mail it with your payment to the following address.

ASSOCIATION OF WASHINGTON CITIES
 PO BOX 84303
 SEATTLE, WA 98124-5603

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:19 Pay Date:05/08/2020 P/E Date:04/30/2020
 Qtr/Year:2/2020 Run Time/Date:15:11:36 PM EDT 05/06/2020

Taxes Debited	Federal Income Tax	18,933.92		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	2,944.92		
	Medicare - ER	2,944.91		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	Families First FMLA-PSL Payments Credit	0.00		
	Families First ER Medicare Credit	0.00		
	Families First FMLA-PSL Health Care Premium Credit	0.00		
	CARES Retention Qualified Payments Credit	0.00		
	CARES Retention Qualified Health Care Credit	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	State Family Leave Insurance - EE	185.13		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	166.65		
	State Medical Leave Insurance - ER	203.73		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
Workers' Benefit Fund Assessment - ER	0.00			
Local Income Tax	0.00			
School District Tax	0.00			
Total Taxes Debited		25,379.26		
Other Transfers	Full Service Direct Deposit Acct.	144,335.56		
	Total Amount Debited From Your Account		169,714.82	
Bank Debits & Other Liability	Checks	0.00		
	Adjustments/Prepay/Voids	0.00		
Taxes- Your Responsibility	None this payroll			
			Total Liability	
			169,714.82	
			169,714.82	

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 05/12/2020 10:16:18 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Confirmed By Bank
Transaction Number

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

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

Beneficiary Details

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

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

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 20,813.09 ✓

Value Date: 05/11/2020

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
Approved: mclaravhno
Initial Confirmation: WTX:2020051100662333
Confirmation #: CHPR:0445091

Input Time: 05/08/2020 2:23:10 PM CDT
Time: 05/11/2020 2:22:57 PM CDT

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 05/12/2020 10:16:51 AM CDT

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

Status: Confirmed By Bank
Transaction Number: 2058E281792S1O29

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 64653
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4653
Beneficiary Country: US - United States of America

Beneficiary Account:
Beneficiary Bank ID:
MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 16TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,648.88 ✓

Value Date: 05/11/2020

Optional Information

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lolleo
Approved: mclaravino
Initial Confirmation: WTX:2020051100561093
Confirmation #: FEDR:20200511B6B7HU3R011135

Input Time: 05/08/2020 2:30:32 PM CDT
Time: 05/11/2020 2:20:37 PM CDT

Payroll Date 05/08/2020	ICMA
Elwin, Gregory L	\$ 254.34
Fleming, Rodney J	\$ 450.00
Hookland, Rebecca J	\$ 137.60
Kidwell, Tyler A	\$ 531.94
LaRose, Scot P	\$ 200.00
Ringstad, Sherrie M	\$ 25.00
White, Stanley R	\$ 50.00
Total	\$ 1,648.88

ACH Cash Pro Online
City of Mill Creek

Report Date: 05/12/2020
Report Time: 10:14:26 AM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	05/11/2020
ACH ID:		Batch Sequence:	1
Application Name:	CCD Payments and Collections	Database Name:	BAC
Batch Status:	Submitted	Created By:	LOTLEO
Released By:	MCIARAVINO		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,880.53	C			C	0038809

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$1,880.53	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$1,880.53	1
Prenotes	\$0.00	0

Payroll Date 05/08/2020	Deferred Daycare	Deferred Healthcare
Beagle, Nathan I	\$ 0.00	\$ 114.58
Celustka, Larry A	\$ 0.00	\$ 5.00
Eastman, Scott Michael	\$ 0.00	\$ 114.58
Elwin, Gregory L	\$ 0.00	\$ 75.00
Fleming, Rodney J	\$ 0.00	\$ 81.94
Foutch, Bart A	\$ 0.00	\$ 114.58
Freeburg-Gunderson, Jodie A	\$ 0.00	\$ 25.00
Heath, Ilia C	\$ 500.00	\$ 105.00
Hughes, Tyrone A	\$ 0.00	\$ 110.00
Lee, Joanna M	\$ 0.00	\$ 45.00
Lockett, Grace M	\$ 0.00	\$ 27.27
Pigott, Larissa V	\$ 0.00	\$ 114.58
Rasmussen, Kristen A	\$ 208.00	\$ 35.00
Ringstad, Sherrie M	\$ 0.00	\$ 30.00
Rogers, Thomas B	\$ 0.00	\$ 62.50
Schmidt, Christi A.M.	\$ 0.00	\$ 50.00
Wright, Jere A	\$ 0.00	\$ 62.50
Grand Totals	\$ 708.00	\$ 1,172.53
Total	\$ 708.00	\$ 1,172.53
Total Due to BAC	\$ 1,880.53	

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 05/12/2020 10:16:37 AM CDT

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Confirmed By Bank
Transaction Number:

Template Name: GUILD DUES
Template Code: GUILD

Debit Account Information

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

Beneficiary Details

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

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

Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,940.00

Value Date: 05/11/2020

Optional Information

Sender's Reference Number: Police Guild

Beneficiary Information: Police Guild Dues Direct Deposit

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lolleo
Approved: mclaravino
Initial Confirmation: WTX:2020051100561636
Confirmation #: BOOK:2020051100561636

Input Time: 05/08/2020 2:25:54 PM CDT
Time: 05/11/2020 2:21:26 PM CDT

Police Guild Dues for April 2020

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

Apr-20



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, May 12, 2020

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

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

CITY OF MILL CREEK VIRTUAL CITY COUNCIL MEETING INSTRUCTIONS

Due to the COVID-19 pandemic, the City of Mill Creek has established a virtual and audio meeting for the Council meetings.

You may call one of these phone numbers and enter the access code:

United States (Toll-Free): 1 866 899 4679

One-touch: tel:+18668994679,,644789413#

Access Code: 644-789-413

United States: +1 (224) 501-3318

One-touch: tel:+12245013318,,644789413#

Access Code: 644-789-413

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Steckler.

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Brian Holtzclaw, Mayor Pro Tem

Mike Todd, Councilmember

Mark Bond, Councilmember

John Steckler, Councilmember

Stephanie Vignal, Councilmember

Councilmembers Absent:

Vince Cavaleri, Councilmember

- A. Councilmember Vignal motioned to excuse Councilmember Cavaleri for being absent due to being vacation. Councilmember Steckler seconded the motion.**

May 12, 2020 REGULAR COUNCIL MEETING MINUTES

The motion passed unanimously.

AUDIENCE COMMUNICATION

B. No public comments on items on or not on the agenda were given.

OLD BUSINESS

Heron Park Upgrades - Ordinance and Agreement **WITHDRAWN**
(Gina Hortillosa, Director of Public Works and Development Services)

C. Heron Park Upgrades Ordinance and Agreement was withdrawn from the Agenda due to an error.

STUDY SESSION

D. Finance Department Update
(Jeff Balentine, Finance Director)

Jeff Balentine presented to Members of Council a financial update for the City of Mill Creek. The presentation included the following:

- COVID-19 related expenses to date.
- Current Fund financials (biennial budget to date)
- Financial trends based on active resources (2019/2020 biennial)
- Strategic projection by fund
- Recommendations such as:

1) Establishing a 180 day solvency reserve goal,
implementing

2) Immediate hiring freeze, and maximizing non-tax
revenue opportunities.

- Other Fund Revenue
- Conclusions:
 - COVID 19 Annual Impact vs. Prior Year \$3.1M
 - \$22K YTD COVID 19 Direct Expenses
 - \$823K Projected REET Revenue loss
 - \$2,226K Projected General Fund Revenue Loss in: sales and use; permits and licenses, passport services, and central & recreational services.

To view the power point presentation [click here](#).

Council engaged in discussion and Q&A.

Councilmember Bond motioned effective immediately to approve the suspension of hiring until Council reviews and approves the next budget amendment. Councilmember Steckler seconded the motion. The motion passed unanimously.

CONSENT AGENDA

May 12, 2020 REGULAR COUNCIL MEETING MINUTES

- E. Payroll and Benefit ACH Payments in the Amount of \$212,800.39
(Audit Committee: Councilmember Steckler and Mayor Pruitt who filled in Councilmember Cavaleri's stead)
[Payroll Vouchers](#)
- F. Approval of Checks #61905 through #61955 and ACH Wire Transfers in the Amount of \$2,222,571.90
(Audit Committee: Councilmember Steckler and Mayor Pruitt who filled in Councilmember Cavaleri's stead)
[ACH Transfers](#)
- G. City Council Meeting Minutes of May 5, 2020.
[Meeting minutes](#)

Councilmember Steckler made a motion to approve the consent agenda. Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

H. Mayor/Council

Mayor Pruitt reported that she and City Manager Ciaravino participated in a conference call with Community Liaison Benjamin Studley, from Congresswoman Suzan DelBene's office and discussed the following:

- The allocation of funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- Federally funded projects that have been delayed due to COVID 19 to be extended for a year.

Councilmember Steckler commented on the previous discussion of the Graduating Seniors of 2020 and asked for an update.

Councilmember Vignal reported that additional Mill Creek's local restaurants are beginning to open for take out and reminded the public to support and promote our local businesses during this public health crisis.

Councilmember Todd reported that the Rotary Club continues to put forth efforts in supporting the local Food Bank by conducting a food drive and encouraged the public to participate. [Click here](#) for more information on the Rotary Club's Food Drive.

I. City Manager

- Memorial Day Update

City Manager Ciaravino updated Members of Council on the efforts the City of Mill Creek is conducting to remember and acknowledge those who have served and lost their lives during this Memorial Day. In light of the COVID 19 pandemic, the City of Mill Creek will produce a recorded Memorial Day Ceremony and Reverse Parade instead of its annual parade.

May 12, 2020 REGULAR COUNCIL MEETING MINUTES

AUDIENCE COMMUNICATION

- J. No public comment on items on or not on the agenda were given.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- K. The City Council recessed to executive session for 20 minutes at 7:47 p.m. to discuss matters pertaining to potential litigation with legal counsel per RCW 42.30.110 (1)(i) and performance of a public employee per RCW 42.30.110 (1)(g) . With no objection, at 8:07 p.m. executive session was extended for another 15 minutes and concluded at 8:23 p.m. No action was taken.

ADJOURNMENT

The City Council returned to regular session and with no objection, Mayor Pruitt adjourned the meeting at approximately 8:50 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

May 12, 2020 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 4, 2019

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

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Councilmember Todd participated via phone.

Mayor Pro Tem Holtzclaw made a motion to acknowledge/affirm Councilmember Mike Todd's full participation in the meeting via phone to include voting. Councilmember Steckler seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

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

Jon Ramer, a Mill Creek resident and City Parade Coordinator, presented to Members of Council with a patriotism award from Mill Creek AMVETS Post 2018 and thanked the City for hosting parades. Mr. Ramer invited Council and staff to an appreciation BBQ for supporting the Veterans.

Carmen Fisher, a Mill Creek resident, encouraged the City to be actively engaged and involved with the Snohomish County Housing Affordability Regional Task Force

June 4, 2019 REGULAR COUNCIL MEETING MINUTES

(HART) while working on the City's comprehensive plan.

Benjamin Briles, a Mill Creek Resident and candidate for the Mill Creek Boulevard Sub Area Planning Advisory Committee, spoke to Council in support of the Youth Advisory Board and their volunteer efforts.

Mr. Briles spoke in favor of the fee-in-lieu agreement with Puget Sound Energy on tonight's agenda encouraging City Council to vote in favor of it.

PRESENTATIONS

B. Youth Advisory Board Recognition

Community Engagement Coordinator Kristen Rasmussen recognized the Youth Advisory Board's graduating seniors for their exemplary participation and involvement on the Board. She thanked the students for volunteering more than 2,600 hours over the past year planning and participating in community events throughout the community.

[Youth Advisory Board Senior Recognition Presentation](#)

OLD BUSINESS

C. Ordinance Adopting Proposed Mill Creek Municipal Code Amendments Regulating Wireless Communication Facilities (Tom Rogers, Planning Manager)

Planning Manager Tom Rogers gave a brief overview of the changes to the [ordinance](#) since the May 28, 2019 Council meeting. Mr. Rogers addressed Council's concern regarding public notice and the changes that have been made to alleviate those concerns. Technical revisions to clarify and clean up language in the ordinance was also addressed.

Council engaged in discussion.

Councilmember Cavaleri made a motion to adopt Ordinance 2019-850, AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON, AMENDING MILL CREEK MUNICIPAL CODE (MCMC) SECTION 3.42.180 FEES UNDER MCMC 17.42.010 (ZONING AND LAND USE), MCMC SECTION 14.09.010 ADMINISTRATIVE DECISIONS WITHOUT NOTICE, MCMC SECTION 14.11.090 APPEAL MATRIX, TITLE 17.28 OF THE MILL CREEK MUNICIPAL CODE BY REPEALING MCMC SECTION 17.28.080 AND REPLACING IT WITH NEW MCMC CHAPTER 17.29 AUTHORIZING AND ESTABLISHING STANDARDS FOR THE DEPLOYMENT OF ALL WIRELESS COMMUNICATION FACILITIES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

June 4, 2019 REGULAR COUNCIL MEETING MINUTES

D. Puget Sound Energy Fee in Lieu Agreement with the City of Mill Creek
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa updated Council on the status of the [Fee-in-Lieu Agreement](#) with Puget Sound Energy (PSE) in the amount of \$162,640.00 representing the estimated cost to repair and restore City Rights-of-Way disturbed by PSE for their gas line replacement project. The updated agreement includes reimbursements for locations two and three. PSE will be responsible for repairing and restoring location one.

- Location 1. Intersection of 164th Street SE and Mill Creek Boulevard
- Location 2. Mill Creek Boulevard between 159th Place SE and Main Street (southbound lane only)
- Location 3. Intersection of Main Street and Mill Creek Boulevard

Council engaged in discussion.

Mayor Pro Tem Hotlzclaw made a motion to authorize the City Manager to execute a Fee-in-Lieu Agreement with Puget Sound Energy (PSE) in the amount of \$162,640.00 representing the estimated cost to repair and restore City Rights-of-Way disturbed by PSE for their gas line replacement project (except the intersection of 164th Street SE and Mill Creek Boulevard). Councilmember Steckler seconded the motion.

Councilmember Todd proposed an amendment to remove "representing the estimated cost to repair and restore City Rights-of-Way disturbed by PSE for their gas line replacement project (except the intersection of 164th Street SE and Mill Creek Boulevard)" from the motion, Councilmember Steckler seconded the amendment. The amendment to the motion passed unanimously.

The motion as amended "to authorize the City Manager to execute a Fee-in-Lieu Agreement with Puget Sound Energy (PSE) in the amount of \$162,640.00", passed 6-1-0, with Mayor Pruitt opposed.

NEW BUSINESS

E. Appointment of a Planning Advisory Committee for the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan
(Tom Rogers, Planning Manager)

Planning Manager Tom Rogers provided City Council with staff recommendations on the appointments for the [Planning Advisory Committee](#) (PAC) in regards to the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan. City staff recommends that the PAC represent the following segments of the community/interests:

- City Council (up to 3 members)
- City Planning Commission (up to 3 members)
- City Design Review Board (1 member)
- City Park Board (1 member)
- City Arts and Beautification Board (1 member)

- Community Transit (1 member)
- Owners of Property within the Subarea (1 member)
- Chamber of Commerce (1 member)
- Town Center Business Association (1 member)
- General Public (2 members)

Planning Manager Tom Rogers further discussed the letters of interest received and encouraged Council to appoint members to serve on the Planning Advisory Committee for the Mill Creek Boulevard Land Use and Infrastructure Subarea Plan.

Council engaged in discussion.

Mayor Pro Tem Holtzclaw made a motion to appoint Peter Lalic, Park & Recreation Board Representative, Benjamin Briles, Art & Beautification Board Representative, Christopher Silveria, Community Transit Representative, Tim Panos, Sub-Area Property Owner, and Steve Knox, Town Center Business Association Representative, to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Councilmember Vignal made a motion to appoint Jason Wingert, Chamber of Commerce Representative, to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Steckler seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to appoint Design Review Board Members David Hambelton as primary, and Tina Hastings as alternate, to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Steckler seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to appoint Planning Commission Members Daniel Mills, Matthew Nolan, and Dennis Teschlog to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Councilmember Bond made a motion to appoint Zachary Anderson and Jon Ramer as primary delegates; and Eric Watson as an alternate, as General Public Representatives to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Steckler seconded the motion. The motion passed unanimously.

Councilmember Steckler made a motion to appoint Councilmember Todd and Mayor Pro Tem Holtzclaw as City Council Representatives to the Mill Creek Boulevard Sub Area Planning Advisory Committee. Councilmember Cavaleri

June 4, 2019 REGULAR COUNCIL MEETING MINUTES

seconded the motion. The motion passed unanimously.

Councilmember Cavaleri made a motion to appoint Councilmember Vignal as primary and Mayor Pruitt as alternate, as City Council Representatives to the Mill Creek Boulevard Sub Area Planning Advisory Committee, Councilmember Steckler seconded the motion. The motion passed unanimously.

REPORTS

F. Mayor/Council

- Puget Sound Regional Council (PSRC) Annual Report [PSRC Annual Report](#).

Councilmember Todd reported that PSRC released their annual report and reflected that it is a good summary of what is happening in the Puget Sound Region. Councilmember Todd also reported that PSRC approved their annual budget with a 4% increase in dues over last year to restore reserves. Further, Councilmember Todd reported that PSRC's Vision 2050 graphics are very insightful and provide a good forecast of potential impacts to jobs and housing in Mill Creek and Southeast Snohomish County.

Councilmember Cavaleri commented on the Youth Advisory Board and thanked them for their efforts in the community and passed along his gratitude.

Mayor Pro Tem Holtzclaw spoke about the Fire District 7 levy Lid Lift vote and clarified that it did not apply within the City limits. It is only applicable in unincorporated Snohomish County.

Mayor Pro Tem Holtzclaw reported that he and Councilmember Todd met with City staff regarding bringing Vision 2050 back to Council for more discussion and study sessions in order to educate Council and get recommendations and input from the body.

Councilmember Todd reported on the Housing Affordability Regional Taskforce (HART) meeting he attended last week on behalf of primary representative, Mayor Pro Tem Holtzclaw. The HART committee requires a formal designation of a primary and alternate representative. Councilmember Todd expressed the importance of having City representatives on the task force stating that homelessness and affordable housing as well as availability of jobs for those facing homelessness is of growing concern throughout the region.

Council engaged in discussion.

G. City Manager

- [Council Planning Schedule](#)

June 4, 2019 REGULAR COUNCIL MEETING MINUTES

AUDIENCE COMMUNICATION

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

There were no comments from the audience.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

I.

At 7:45 p.m. Council recessed to executive session until 8:30 p.m. to discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g).

Council voted unanimously to extend executive session to 8:50 p.m.

At 8:48 p.m. the executive session concluded.

RECONVENE TO REGULAR SESSION

J.

At 8:48 pm the meeting reconvened to regular session.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:48 pm

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 11, 2019

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

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CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Chuck Wright, a Mill Creek resident, spoke about the importance of Memorial Day and how much the parade means to him. Mr. Wright praised the City for this year's festivities.

John Lovick, a Mill Creek resident, thanked Council for the great work provided at the local level on the 35th Ave SE Reconstruction project, stating that it was a very well managed project.

NEW BUSINESS

B. Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) - Construction Management and Inspection Services
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works and Development Services Gina Hortillosa provided an overview of the Surface Water Aging Infrastructure project and recommended that

June 11, 2019 REGULAR COUNCIL MEETING MINUTES

Council approve acontractwithBlueline forconstruction managementandinspection services.

[Surface Water Aging Infrastructure \(2019 Grade F Pipe Repairs\) - Construction Management and Inspection Services](#)

Councilmember Todd made a motion to authorize the City Manager to execute a contract with Blueline for construction management and inspection services for Surface Water Aging Infrastructure (2019 Grade F Pipe Repairs) Project in an amount not to exceed \$108,900.00. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

- C. Bond Ordinance & Bank RFP
(*Peggy Lauerman, Director of Finance & Administration*)

Director of Finance Peggy Lauerman recommended that City Council pass an ordinance to issue a limited tax general obligation bond. The bond will provide funds to finance surface water capital improvements and other capital improvements of the City.

[Bond ordinance and Bank RFP](#)

Councilmember Todd made a motion to adopt Ordinance 2019-851, and Ordinance of the City of Mill Creek, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of up to \$3,322,000 aggregate principal amount of limited tax general obligation bond to provide funds to finance surface water capital improvements and other capital improvements of the City; fixing certain terms and covenants of the bond; and providing for other related matters. Councilmember Steckler seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- D. Approval of Checks #60359 through #60424 and ACH Wire Transfers in the Amount of \$170,043.82
(*Audit Committee: Councilmember Bond and Councilmember Vignal*)
[6/11/2019 Vouchers](#)
- E. Payroll and Benefit ACH Payments in the Amount of \$212,112.84
(*Audit Committee: Councilmember Bond and Councilmember Vignal*)
[6/11/2019 Payroll Vouchers](#)

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

REPORTS

- F. Mayor/Council

Mayor Pruitt proclaimed June 2019 as Pride Month and encouraged the momentum the City is making to celebrate an inclusive community.

Councilmember Vignal gave a report from the Snohomish County Housing Affordability Regional Task Force (HART) meeting and the work they are doing.

Councilmember Todd stated that the Economic Alliance Advocacy Board discussed the potential impacts of the passage of I-976 on regional transit. He further reported that he is participating in the upcoming WSDOT I-5 system partnership to discuss regional traffic planning. Councilmember Todd further reported on the State of Lynnwood address and the City's potential growth.

Mayor Pruitt announced she and Councilmember Todd would be attending the AWC Conference in Spokane and asked for concurrence that they would be the City's voting delegates. There were no objections.

- G. City Manager
 - [Council Planning Schedule](#)
- H. Staff
 - [Farmers Market](#)

Councilmember Todd asked staff to secure parking spaces off site for Council on Farmer's Market Tuesdays, possibly in Sydney Plaza.

AUDIENCE COMMUNICATION

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

There were no comments from the audience.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:30 pm

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 25, 2019

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

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

*Pam Pruitt, Mayor
Mike Todd, Councilmember*

Councilmember Cavaleri made a motion to excuse Mayor Pruitt and Councilmember Todd due to their attendance at the AWC Conference. Councilmember Vignal seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

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

There were no comments from the audience.

PRESENTATIONS

B. ArtsFund, The Art of Community Building: Leveraging the Economic and Social Impact of the Arts

ArtsFund Vice President of Strategic Initiatives & Communications Sarah Sidman led Council through a [PowerPoint](#) presentation detailing a study of the social impact of the arts.

June 25, 2019 REGULAR COUNCIL MEETING MINUTES

The presentation highlighted:

- The economic impact of the arts
- Youth development and education
- Health and wellness
- Neighborhood vitality
- Business

Ms. Sidman facilitated Q&A with Council and reviewed the mission and vision of ArtsFund.

[ArtsFund Brochure](#)

OLD BUSINESS

C. Authorization for Limited Tax General Obligation Bond Issuance Amount

City Manager Michael Ciaravino advised Council that Director of Finance & Administration Peggy Lauerman was unable to attend tonight's meeting. City Manager Ciaravino reviewed action, discussion, and additional analysis requested by Council at the June 11, 2019 Council meeting when Ordinance 2019-851 was approved.

Director of Public Works & Development Services Gina Hortillosa led Council through a [PowerPoint presentation](#) that detailed the need for and potential use of the Limited Tax General Obligation Bond for the surface water F failures project, including:

- Cost increase of construction
- Potential use of additional proceeds
- Rate analysis
- Performance plan and repayment evaluation
- Cost benefit analysis

Council engaged in discussion and would like clarification from Director Lauerman before a motion is made. City Attorney Scott Missall emailed Director Lauerman. This item will be discussed later in the meeting.

[Limited Tax General Obligation Bond Issuance Agenda Summary](#)
[Amended Ordinance 2019-851 - Clean](#)
[Amended Ordinance 2019-851 - Redline](#)

NEW BUSINESS

D. Appointment to the Park & Recreation Board

The Council interview committee, comprised of Councilmember Cavaleri and Councilmember Vignal, stated that, while there were many qualified candidates, Ryan Nichols has been selected to serve a mid-term appointment on the Park & Recreation Board expiring October 31, 2019.

June 25, 2019 REGULAR COUNCIL MEETING MINUTES

[Appointment to the Park and Recreation Board Agenda Summary](#)

Councilmember Vignal made a motion to appoint Ryan Nichols to serve a mid-term appointment on the Park & Recreation Board expiring October 31, 2020. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

E. Server Upgrades

City Manager Michael Ciaravino announced that he and IT Manager, James Busch, have continued work on this item since the Council packet materials were published the previous week. City Manager Ciaravino explained that tonight's presentation will be informational only and open for discussion. A recommended motion will be brought back at a later date.

IT Manager James Busch led Council through an [updated PowerPoint](#) presentation detailing

- Existing server infrastructure
- Reasons for upgrading
- Options and budget
- Recommended solutions.

Council engaged in discussion.

OLD BUSINESS CONTINUED

F. Continuation of agenda item C, Authorization for Limited Tax General Obligation Bond Issuance Amount

City Manager Michael Ciaravino and City Attorney Scott Missall clarified items discussed earlier in the meeting regarding the issuance of a bond to finance surface water F failures.

Council engaged in discussion.

Councilmember Cavaleri made a motion to approve amended Ordinance 2019-851 as presented with direction to the City Manager that the bond amount be issued for \$3,322,000.00. Councilmember Steckler seconded the motion. The motion passed unanimously.

CONSENT AGENDA

G. Approval of checks #60425 through #60510 and ACH Wire Transfers in the Amount of \$1,246,291.68.

(Audit Committee: Councilmember Bond and Councilmember Vignal)
[Check vouchers](#)

- H. Payroll and Benefit ACH Payments in the Amount of \$214,841.61
(Audit Committee: Councilmember Bond and Councilmember Vignal)
[Payroll Vouchers](#)

- I. City Council Meeting Minutes of February 26, 2019
[Council Minutes 2/26/19](#)

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

REPORTS

- J. Snohomish County Tomorrow Mayor/Council
- [Snohomish County Tomorrow \(SCT\) Steering Committee](#)

Mayor Pro Tem Holtzclaw reported on the following:

- Conducted conversations with the Boy Scouts of America Pack 122 about City government.
- The first meeting with the Mill Creek Boulevard Subarea Committee. Councilmember Todd and Councilmember Vignal also attended.
- The [Snohomish County Tomorrow](#) (SCT) Steering Committee materials included in the packet.
- The Housing Affordability Regional Task Force (HART) meeting from the week prior.

Councilmember Steckler thanked Communications & Marketing Coordinator Meredith Cook and Farmers Market Manager Sarah Jensen for their hard work on the Farmers Market. Councilmember Steckler commented on the parking situation.

Councilmember Cavaleri thanked all who were involved in the Farmers Market and commented on the community response.

Councilmember Cavaleri commented on the free trigger locks provided at no cost by the Mill Creek Police Department.

Councilmember Vignal also reported that she attended the first Mill Creek Boulevard Subarea Committee meeting and the Farmers Market and spoke regarding the parking situation.

- K. City Manager
- [Council Planning Schedule](#)

- L. Vision 2050 Staff
- [Vision 2050](#)

June 25, 2019 REGULAR COUNCIL MEETING MINUTES

City Manager Michael Ciaravino commented on the Vision 2050 report included in the packet materials.

AUDIENCE COMMUNICATION

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

JoAnne Burtanes, a Mill Creek resident, applauded Council for their consideration of the arts by allowing the ArtsFund to conduct the presentation at the City Council meeting.

Jennifer Jarrett, a Mill Creek resident, would like to see a performing arts space in the City.

Chloe Jarrett, a Mill Creek resident, also commented on the support to have a performing arts center in Mill Creek.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- N.** At 7:56 p.m. the Council recessed to executive session to discuss the following:
- The acquisition of real estate pursuant to RCW 42.30.110(1)(b)
 - Potential litigation pursuant to RCW 42.30.110(1)(i)

City Attorney Scott Missall was present.

At 8:28 p.m. the executive session concluded. No action was taken.

RECONVENE TO REGULAR SESSION

- O.** At 8:29 p.m. the meeting reconvened to regular session.

ADJOURNMENT

With no objection, Mayor Pro Tem Holtzclaw adjourned the meeting at 8:29 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

June 25, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 2, 2019

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

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

A recording of this City Council meeting can be found here: [Part 1](#), [Part 2](#)
The agenda packet for this City Council meeting can be found [here](#).

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
John Steckler, Councilmember
Stephanie Vignal, Councilmember*

Councilmembers Absent:

Mark Bond, Councilmember

Councilmember Cavaleri made a motion to excuse Councilmember Bond due to a death in the family. Councilmember Steckler seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

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

Wil Nelson, Mill Creek resident, commented on how nice the Mill Creek Sports Park reconstruction project turned out.

OLD BUSINESS

B. 132nd Street Mid Block Crossing - Pedestrian and Bicycle Safety Program Grant Award

July 2, 2019 REGULAR COUNCIL MEETING MINUTES

City Manager Michael Ciaravino reported that he spoke with Snohomish County Council Chair Terry Ryan regarding the County's contribution to the project and requested that this item be brought back at July 9 City Council meeting.

[132nd Street Mid Block Crossing Agenda Summary](#)

With no objections from Council the 132nd Street Mid Block Crossing - Pedestrian and Bicycle Safety Program Grant Award was moved to the July 9, 2019 Council meeting.

C. Server Upgrades

City Manager Michael Ciaravino reintroduced the topic of IT Server upgrades to allow Council the opportunity to review the new materials and ask additional questions.

IT Manager James Busch addressed questions raised by members of Council at the June 25, 2019 meeting concerning cost estimates and presented new information regarding:

- Existing server infrastructure
- Reasons for upgrading
- Options & budget
- The recommended solution.

[Server Upgrades - Revised Agenda Summary](#)

Council engaged in discussion and agreed to address this item at the July 9, 2019 City Council meeting.

NEW BUSINESS

D. Interlocal Agreement Between Snohomish County and the City of Mill Creek for Heron Park

Director of Public Works & Development Services Gina Hortillosa briefed Members of Council regarding the Heron Park Project as identified in the Capital Improvement Plan (CIP). Director Hortillosa discussed:

- Background of Heron Park
- The Interlocal Agreement (ILA) and expectations from Snohomish County to reimburse up to \$150,000 towards playground equipment
- Next steps for the project

Council engaged in discussion.

Councilmember Cavaleri made a motion to authorize the City Manager to execute an Interlocal Agreement with Snohomish County to receive up to

\$150,000 for the purpose of helping the City of Mill Creek fund Heron Park playground equipment and related items. Councilmember Vignal seconded the motion. The motion passed unanimously.

CONSENT AGENDA

E. [City Council Meeting Minutes of March 5, 2019](#)

Councilmember Holtzclaw made a motion to approve the consent agenda. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

F. Mayor/Council

Mayor Pruitt reported that she and Councilmember Todd attended the AWC Annual Conference and encouraged Council to attend in the future, if possible, as she found the content to be very worthwhile.

Councilmember Steckler reported that he will not be able to attend the July 9 City Council meeting but will be able to participate via phone.

Councilmember Steckler reported that he was honored to visit the USS Ralph Johnson, an Arleigh Burke-class guided-missile destroyer adopted by the City of Mill Creek. He reported that he, Police Chief Greg Elwin and City of Mill Creek resident and retired Air Force Lt. Col. Jon Ramer enjoyed an onboard experience working with the sailors and found the experience to be very rewarding.

Councilmember Cavaleri reported that he will be attending the upcoming Park & Recreation Board meeting. Additionally, Councilmember Cavaleri offered his condolences to Councilmember Bond for the loss of his father.

Councilmember Vignal reported that she attended the Party in the Parks event at Highlands Park and thanked staff for their hard work.

Mayor Pro Tem Holtzclaw thanked Chief Elwin for letting him know about the Mill Creek Police Department (MCPD) Facebook page and for keeping residents up to date on recent bear sightings.

Mayor Pro Tem Holtzclaw reported that he attended the Housing Affordability Regional Task Force (HART) meeting last week and that meeting materials could be found on the [link](#) on HART's website.

Councilmember Todd reported that he attended the AWC Annual Conference and agreed with Mayor Pruitt that the time was well spent at the conference, noting that the strategic planning session was excellent.

Councilmember Todd reported on the State Legislature's [HB 1406](#) regarding Housing Affordability and options to cities and towns in the region.

July 2, 2019 REGULAR COUNCIL MEETING MINUTES

Councilmember Todd announced that the general Local Planning Class is scheduled for September 13 and encouraged Council to attend as it could provide a positive collaborative experience to prepare for the Vision 2050.

Mayor Pro Tem Holtzclaw noted that The Farm is now past its appeal period and wanted to have a discussion about potential sales tax revenue at a future meeting.

G. City Manager

- [Council Planning Schedule](#)

H. Staff

- [Design Review Board Meeting Minutes of April 18, 2019](#)
- [Planning Commission Meeting Minutes of April 18, 2019](#)

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

- J. At 7:18 p.m. Council recessed into executive session until 8:00 p.m. to discuss:

- The acquisition of real estate pursuant to RCW 42.30.110(1)(b)
- Potential or actual litigation pursuant to RCW 42.30.110(1)(i)

City Attorney Scott Missall was present.

Executive session concluded at 7:50 p.m.

RECONVENE TO REGULAR SESSION

- K. At 8:00 p.m. City Council reconvened to regular session.

Mayor Pro Tem Holtzclaw made a motion to approve Resolution 2019-579, a Resolution of the City Council of the City of Mill Creek, Washington authorizing the City Manager to execute the real estate purchase and sale agreement with the Olympia Dioceses for the acquisition of real property. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:03 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

July 2, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 9, 2019

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

Minutes are the official record of Mill Creek City Council meetings. Minutes summarize the Council Meeting and document actions taken by City Council.

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Councilmember Steckler participated in the meeting via phone.

AUDIENCE COMMUNICATION

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

Will Nelson, a Mill Creek resident, commented on the rectangular rapid flashing beacons (RRFB) project. Mr. Nelson also expressed that he does not want to see painted bike lanes on Village Green Drive.

PRESENTATIONS

B. Rectangular Rapid Flashing Beacons (RRFB) Replacement Project

Supervising Engineer Matthew Feeley presented to Members of Council information regarding the Rectangular Rapid Flashing Beacons (RRFB) Replacement Project with

July 9, 2019 REGULAR COUNCIL MEETING MINUTES

the purpose of increasing operational reliability to the solar powered RRFB's and replacing it with hardwired electrical components.

The presentation included the following:

- Project background - existing RRFBs are unreliable during the fall and winter months due to lack of sunlight.
- Project scope - includes RRFB replacement, ADA complaint curb ramps, and evaluation of safety.
- Project funding - includes the Complete Streets Grant funds from the Washington Transportation Improvement Board (TIB) with no city match.
- Potential projects with remaining funds
- Next steps.

Council engaged in discussion.

OLD BUSINESS

C. Server Upgrades

IT Manager James Busch updated Members of Council regarding the Server Upgrade Project. The presentation included the following:

- Existing server infrastructure
- Reasons for upgrading
- Options
- Budget
- Best Solution and recommendation.

Council engaged in discussion.

Councilmember Todd made a motion to authorize the City Manager to issue a purchase order to CDWG in an amount not to exceed \$50,298.50; providing for a 3-Node Nutanix NX-1365-G6-4114 server cluster with 60 processor cores, 384GB RAM, 30TB Raw Storage, 3 year service agreement, and installation. Councilmember Bond seconded the motion. The motion passed 5-2-0 with Mayor Pruitt and Councilmember Cavaleri opposed.

NEW BUSINESS

D. Snohomish County Supplemental Work Order for On-Call Backup/Emergency IT Services

IT Manager James Busch briefed Members of Council on the proposal to partner with Snohomish County for backup/emergency Information Technology services by entering into a Supplemental Work Order (SWO) agreement with Snohomish County.

Council engaged in discussion.

July 9, 2019 REGULAR COUNCIL MEETING MINUTES

Councilmember Todd made a motion to authorize the City Manager to sign Snohomish County Supplemental Work Order #SWO-03-19 COMC. Councilmember Vignal seconded the motion. The motion passed unanimously.

STUDY SESSION

- E.** East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) - Professional Services Contract

Director of Public Works & Development Services Gina Hortillosa facilitated a study session to update Members of Council on Phase 1 of the East Gateway Urban Village (EGUV) Spine Road West Connection Contract. Director Hortillosa provided a PowerPoint presentation on the proposed [professional services agreement](#) with Gray and Osborne for engineering and right-of-way services which detailed:

- Project background - purpose and need - safety, mobility, and connectivity
- Consultant contract scope of services - right-of-way, surface water review, and pedestrian easement
- Next steps - award of contract, survey and appraisals, negotiations and offers, and closing process

Council engaged in discussion. The contract award will be presented at the next City Council Meeting on July 23, 2019.

Mayor Pro Tem Holtzclaw made a motion to extend to the meeting to 9:00 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- F.** Approval of Checks #60511 through #60572 and ACH Wire Transfers in the Amount of \$488,439.96
(Audit Committee: Councilmember Vignal and Councilmember Todd)
[Check Vouchers](#)
- G.** Payroll and Benefit ACH Payments in the Amount of \$221,525.12
(Audit Committee: Councilmember Vignal and Councilmember Todd)
[Payroll Vouchers](#)

Councilmember Vignal made a motion to approve the consent agenda. Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

- H.** Mayor/Council

Councilmember Cavaleri reported on the Parks Board tour to assess the needs of local parks.

Mayor Pro Tem Holtzclaw reported that Housing Affordability Regional Task Force (HART) Executive Director, Chris Collier, would like to speak to Council regarding

regional housing issues. Councilmember Vignal will attend next week's meeting in Mayor Pro Tem Holtzclaw's place.

Councilmember Todd reported that the upcoming Mill Creek Festival still has many volunteer opportunities and encouraged staff, council and the community to help.

- I. City Manager
 - [Council Planning Schedule](#)

City staff commented on the upcoming Mill Creek Festival and encouraged people to stop by the City o Mill Creek's booth.

AUDIENCE COMMUNICATION

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

Jon Ramer, a Mill Creek Resident, thanked Councilmember Steckler and Police Chief Elwin for joining him on the 7/2/19 visit to the USS Ralph Johnson. Mr. Ramer also invited Members of Council and City Staff to join him and the Crew of the USS Ralph Johnson to a BBQ in mid-September.

At 8:52 p.m. Councilmember Todd made a motion to extend the meeting up to 9:30 p.m. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential session of the Council)

- K. **At 8:55 p.m. Council recessed to executive session until 9:30 p.m. to discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g). Executive session concluded at 9:26 p.m.**

RECONVENE TO REGULAR SESSION

- L. **At 9:27 p.m. the meeting reconvened to regular session.**

ADJOURNMENT

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

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

July 9, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 23, 2019

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Wil Nelson, a Mill Creek resident, commented on popular tourist venues in the area. Mr. Nelson also commented on the proposed HAWK signal on 132nd St SE and would like to see further crash data.

OLD BUSINESS

B. East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) - Professional Services Contract

Director of Public Works & Development Services Gina Hortillosa led Council through a [presentation](#) requesting the approval of a [professional services agreement](#) with Gray and Osborne detailing:

July 23, 2019 REGULAR COUNCIL MEETING MINUTES

- Project background - Long-term vision of the City in the Comp. Plan since 2015, 2019-2024 CIP
- Zone developments - Six zones within the Spine Road project
- Purpose and need of the project - Safety, mobility, connectivity
- Project parameters - Phase 1 is between 39th Ave. SE and 44th Ave., Right-of-way only
- Scope of services - Right-of-way, surface water review, and pedestrian easement
- City of Mill Creek right-of-way procedures - Survey, legal descriptions, appraisals, negotiations, and agreements
- Next steps

[Agenda Summary - EGUV Spine Road West Connection - Professional Services Contract](#)
[Attachment A - Aerial Map of Parcels in EGUV](#)
[Attachment B - 2019-2024 CIP EGUV Spine Road West Connection Project Sheet](#)
[Attachment C - Contract Professional Services - Gray & Osborne](#)
[Attachment D - City of Mill Creek Right of Way Procedures Approval by WSDOT](#)
[Attachment E - FHWA Functional Classification for Spine Road](#)
[Attachment F - PowerPoint Presentation](#)

Councilmember Todd made a motion to authorize the City Manager to execute a contract with Gray & Osborne, Inc. for engineering and right-of-way services for property acquisition needed for future construction of East Gateway Urban Village (EGUV) Spine Road West Connection (Phase 1) and relocation of existing drainage pond in an amount not to exceed \$118,200. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

C. 132nd Street Mid Block Crossing - Pedestrian and Bicycle Safety Program Grant Award

Director of Public Works & Development Services Gina Hortillosa led Council through a PowerPoint [presentation](#) detailing:

- Corridor background - 35,000 vehicles per day and a recurring pattern of pedestrian crossings
- Engineering options - HAWK signal vs. Pedestrian signal
- Grant application details - \$75,000 in City match for a \$675,000 State grant (project estimated \$750,000)
- Timeline - Design to begin in September, 2019

Scott Missall, City Attorney addressed questions about risk to the City.

[Agenda Summary - 132nd Street Mid Block Crossing Grant Award](#)
[Attachment A - Pedestrian and Bicycle Safety Program Grant Award](#)
[Attachment B - Resolution Accepting Grant for Mid Block Crossing](#)
[Attachment C - PowerPoint Presentation](#)

July 23, 2019 REGULAR COUNCIL MEETING MINUTES

Council engaged in discussion.

Councilmember Todd made a motion to adopt Resolution 2019-580 to accept a pedestrian and bicycle safety program grant in the amount of \$675,000 for the 132nd St SE Mid-Block Crossing Pedestrian Project with the stipulation that Staff seek Council approval for spending beyond design costs. Councilmember Steckler seconded the motion. The motion failed 5-2.

NEW BUSINESS

D. Heron Park Professional Services Contract

Supervising Engineer Matthew Feeley led Council through a PowerPoint presentation regarding a professional services agreement with Blueline Group for design services for the Heron Park upgrade project. The following were items discussed:

- Purpose and need of the project - Aging of existing playground equipment and the picnic shelter roof
- Consultant scope of services - Design, public outreach, bidding and construction phase
- Project funding - Interlocal agreement (ILA) with Snohomish County
- Next steps

[Agenda Summary - Heron Park Play Area Upgrades - Professional Services](#)

[Attachment A - Contract for Professional Services with Blueline Group](#)

[Attachment B - 2019-2024 CIP Heron Park Play Area Upgrades Project Sheet](#)

[Attachment C - PowerPoint Presentation](#)

Council engaged in discussion.

Councilmember Cavaleri made a motion to authorize the City Manager to execute a contract with Blueline Group for design services for the Heron Park Play Areas Upgrades Project in an amount not to exceed \$58,900. Councilmember Vignal seconded the motion. The motion passed unanimously.

E. Storm Pipe C Failures - Design Professional Services Contract

Director of Public Works & Development Services Gina Hortillosa and Supervising Engineer Matthew Feeley led Council through a PowerPoint [presentation](#) that reviewed the 2018 Storm Pipe Repair Prioritization recommendations for surface water aging infrastructure and requested that Council approve a professional services agreement with Gray and Osborne for the design phase of the repair. The following were items discussed:

- Surface water program review - Storm Pipe Program prioritization: 20 F faults, 137 C faults
- Professional services contract - Construction recommendations, bid documents, and design support services

July 23, 2019 REGULAR COUNCIL MEETING MINUTES

- Financial overview - Surface Water Fund in the City's 2019-2024 Capital Improvement Plan
- Next steps - Proposed timeline of repairs

[Agenda Summary - Surface Water Pipe Repairs - C Failures - Professional Services Contract](#)

[Attachment A - Contract for Professional Services with Gray and Osborne, Inc.](#)

[Attachment B - Pages 5-7 from City of Mill Creek Storm Pipe Repair Prioritization Memo](#)

[Attachment C - PowerPoint Presentation](#)

Council engaged in discussion.

Councilmember Steckler made a motion to authorize the City Manager to execute a professional services contract with Gray and Osborne, Inc. for the design work on the Surface Water Aging Infrastructure 2020 Grade C Pipe Repairs Project in an amount not to exceed \$104,560. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 9:30 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

F. Lodging Tax Advisory Committee (LTAC) Small Grant Funding Opportunity

Communications & Marketing Coordinators Meredith Cook and Gordon Brink discussed grant opportunities from the Snohomish County Tourism Bureau to put towards the 2020 Memorial Day and Veterans Day marketing and advertising efforts. The following were items discussed:

- Grant requirements
- Advertising plans

[Agenda Summary - Lodging Tax Advisory Committee Small Grant Funding Opportunity](#)

[Attachment 1 - Snohomish County Hotel Motel Small Fund Grant Application](#)

[Attachment 2 - Resolution](#)

Council engaged in discussion.

Councilmember Todd made a motion to approve Resolution 2019-580 authorizing the City Manager to sign the grant application to the Snohomish County Lodging Tax Advisory Committee - Hotel/Motel Small Grant Fund. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- G.** Approval of Checks #60573 through #60647 and ACH Wire Transfers in the Amount of \$575,992.87

July 23, 2019 REGULAR COUNCIL MEETING MINUTES

(Audit Committee: Councilmember Todd and Councilmember Vignal)
[Check Vouchers](#)

H. Payroll and Benefit ACH Payments in the Amount of \$406,797.95
(Audit Committee: Councilmember Todd and Councilmember Vignal)
[Payroll Vouchers](#)

I. Special City Council Meeting Minutes of March 12, 2019
[Special Council Meeting - 12 Mar 2019 - Minutes - Html](#)

J. City Council Meeting Minutes of March 12, 2019
[Regular Council Meeting - 12 Mar 2019 - Minutes - Html](#)

***Councilmember Todd made a motion to approve the consent agenda.
Councilmember Vignal seconded the motion. The motion passed unanimously.***

REPORTS

K. Mayor/Council
• [Snohomish County Light Rail Communities](#)

Mayor Pruitt reported that she attended the All Smiles Dentistry grand opening event.

Mayor Pruitt stated that Mill Creek City Council has been asked to sign a letter of support for the Community Transit Orange line.

Councilmember Steckler reported that the Art and Beautification Board Great Garden award winners will be announced later this month.

Councilmember Steckler reminded Council that the History of Mill Creek Project boards are on display in the lobby and final input is due.

Councilmember Steckler encouraged attendance at Party in the Parks at Mill Creek Sports Park on Thursday.

Councilmember Vignal attended the Housing Authority Regional Task Force (HART) meeting last week in place of Mayor Pro Tem Holtzclaw

Councilmember Vignal reported that she attended the Mill Creek Festival both days and that the festival was very well received.

Councilmember Vignal encouraged attendance at Party in the Parks at Mill Creek Sports Park on Thursday.

Councilmember Todd thanked Kevin Giboney and Heidi Butz with the Mill Creek Chamber of Commerce for their hard work to make the Mill Creek Festival happen.

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Councilmember Todd also recognized the funds generated for high school student scholarships.

Councilmember Todd attended the Snohomish County Cities (SCC) meeting last week and reported that the State legislature is offering a portion of sales tax revenue for cities to use the money towards affordable housing. He also noted that time is running out for adopting and enacting a resolution if Council intends to take part.

Councilmember Todd attended the Light Rail Communities meeting and reported that station siting is happening soon and encouraged Council and the community to provide feedback on the planning efforts.

Councilmember Todd spoke regarding Vision 2050 and the growth impacts on Mill Creek as well as the region. He encouraged the City Manager and Councilmembers to attend PSRC's Short Course on Local Planning on September 17, 2019.

L. City Manager

- [Council Planning Schedule](#)

M. Staff

- [Park & Recreation Board Meeting Minutes of May 1, 2019](#)

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- O.** At 8:55 pm Council recessed into Executive Session until 9:30 pm:
To discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g)
- To discuss items related to litigation pursuant to RCW 42.30.110(1)(i)

Executive Session concluded at 9:25 pm. No action was taken.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:26 pm

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

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