

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

**March 3, 2020
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

- B. Everett School District Presentation Regarding Upcoming Bond
(Mike Gunn, Larry Fleckenstein, Kathy Reeves and Dr. Ian Saltzman)
- C. Growth Management Act Planning/Population Growth
(Gina Hortillosa, Director of Public Works and Development Services; Tom Rogers, Planning Manager; Steve Toy, Principal Demographer for Snohomish County)

PUBLIC HEARING

- D. Amendments to the Capital Improvement Plan for the years 2019-2024

NEW BUSINESS

- E. Pavement Assessment Professional Services Contract
(Gina Hortillosa, Director of Public Works and Development Services; Matthew Feeley, Supervising Engineer)
- F. 2020 AWC Center for Quality Communities Scholarship Nomination

CONSENT AGENDA

- F. City Council Meeting Minutes of February 25, 2020
(Updated as of 3-3-2020)

REPORTS

- G. Mayor/Council
- H. City Manager
 - Council Planning Schedule
- I. Staff
 - Report, etc.

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # _____

Meeting Date: March 3, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: GROWTH MANAGEMENT ACT PLANNING/POPULATION GROWTH

PROPOSED MOTION:

None. Presentation and City Council discussion only.

KEY FACTS AND INFORMATION SUMMARY:

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

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

During the discussion about whether or not the desire for residential units in the subarea should be included in the Vision Statement, the topic of population targets that will be used for the 2023 County and the City Comprehensive Plan update was raised and no action was taken on the Vision Statement. At the meeting, staff suggested that it might be helpful to provide Council with information on several topics related to growth, before we bring the Vision Statement back to the Council for consideration. This information will provide background and context for the Council in reviewing information related to the Mill Creek Boulevard Subarea Study, which is underway, as well as the 2023 Comprehensive Plan update.

In addition to tonight's meeting, three more meetings are planned over the next several weeks to provide information relative to the Mill Creek Boulevard Subarea Plan:

- On March 10th, Snohomish County staff will make a presentations on (1) the results of their Sound Transit 3 Station Area Planning for the future light rail stops planned along Interstate 5 approximately at 164th Street and 128th Street, and (2) the East West Corridor Study.
- On March 24th, OTAK and staff will provide current economic/market information about the Mill Creek Boulevard Subarea compared to the economic conditions that were present for the development of the Mill Creek Town Center. In addition, estimates of economic costs and benefits of more intense development in the Mill Creek Boulevard Subarea will be presented.
- On April 7th, staff will bring the Vision Statement back to the City Council for consideration so direction can be provided to the PAC.

City Council Agenda Summary

Page 2

The subject of tonight's presentation is the overall Growth Management Act (GMA) Planning Framework and how the population targets will be assigned to the jurisdictions in Snohomish County. The City will also present information on the capacity for existing population in the City under the current Comprehensive Plan and Zoning and the City's existing housing type mix. Steve Toy, Principle Demographer for Snohomish County, will assist in the presentation.

CITY MANAGER RECOMMENDATION:

None. Presentation and City Council discussion only.

ATTACHMENTS:

- PowerPoint Presentation

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



Growth Management Act Planning/Population Growth

March 3, 2020

Agenda

- Background
- GMA Planning
- GMA Implementation - City and County Perspectives
- Mill Creek
 - Existing Population Capacity
 - Creek Existing Housing Types
- Next Steps



Background

- Mill Creek Blvd. Subarea Planning Underway
- Draft Vision Statement Presented to Council
 - Vision Included Potential for Residential Uses
- How Much Growth Will The City be Required to Accommodate?

GMA Planning - Why is Planning Important?

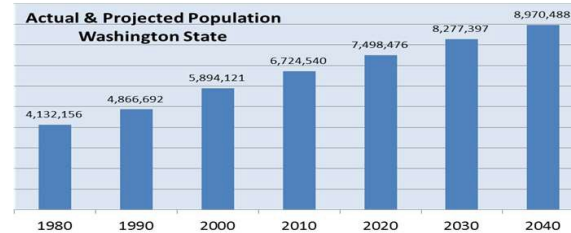


- Protect the good things about your community
- Agree on a shared vision for the future of your community
- Identify community needs
- Identify strategies to implement the vision and meet needs
- Agree on local spending priorities
- Build your sense of community
- When you plan you get better results

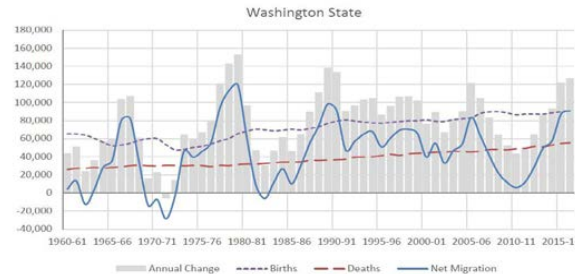
GMA Planning

Plan to Accommodate our Future Population

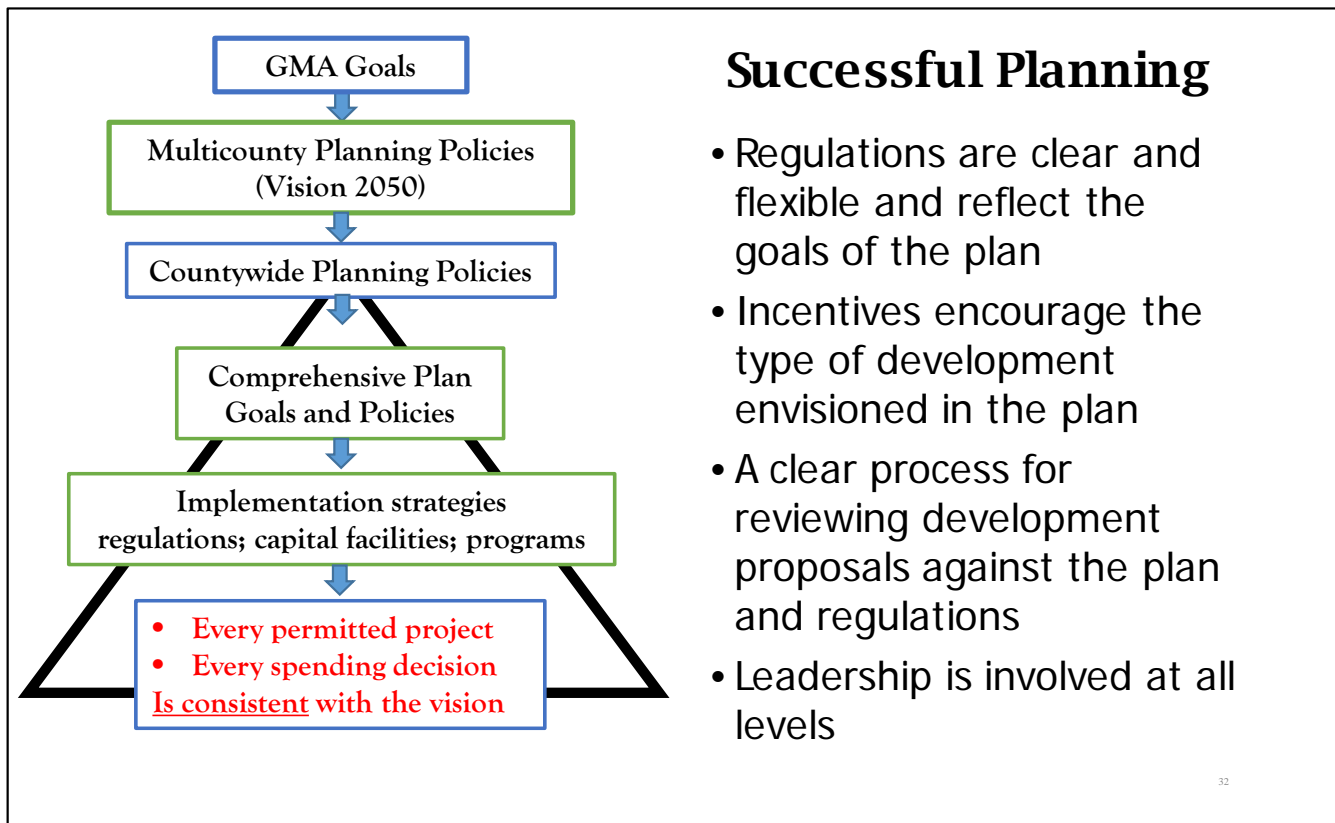
Between 1990 and 2010, our state's population grew from 4.1 to 6.7 million people. We are expected to reach 9 million by 2040. (OFM)



Components of Population Change
1960 – 2017 www.ofm.wa.gov



GMA Planning



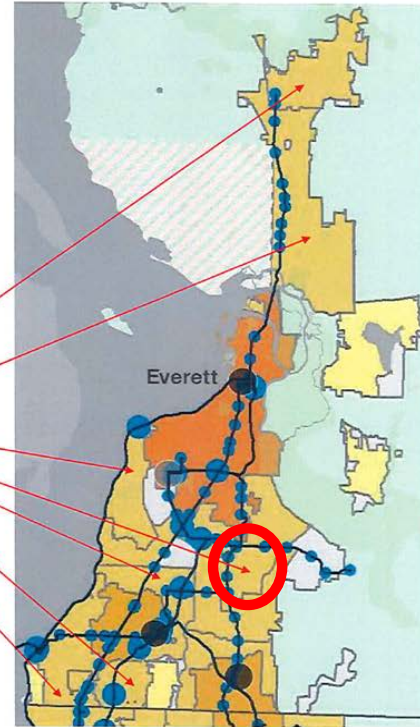
GMA Implementation

Population Targets Allocation

GMA Implementation

Overall Growth projections 2017 to 2050

- For HCT Communities
 - 210,000 population gain
 - 68,000 job gain
 - Ratio job gain / Pop. gain = 0.32
- **HCT Communities =** Arlington, Marysville, Mukilteo, Mill Creek, Edmonds, ML Terrace, & most of Unincorp. SWUGA



210,000 Additional People = 10 Mill Creeks

GMA Implementation

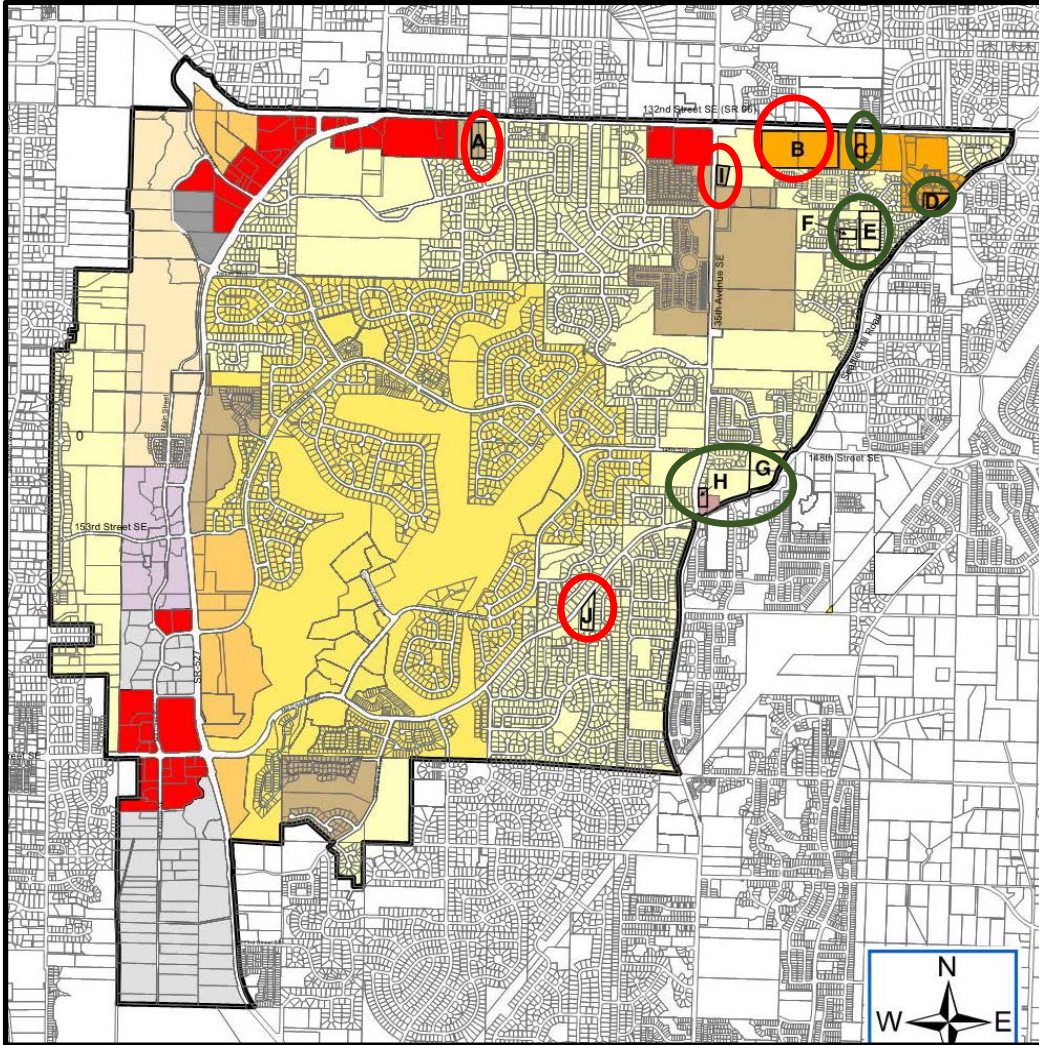
2023 Plan Update Project Schedule

#	Project/Task	2019	2020	2021	2022	2023	2024
1	Vision 2050	—	◆				
2	CPP Update		—	◆			
3	Buildable Lands Report	—	—	◆			
4	2043 Initial Growth Targets		—	◆			
5	OFM Forecasts				—	◆	
8	Comprehensive Plan Update	—	—	—	—	◆	
10	Target Reconciliation Process					—	◆

Mill Creek Population Capacity

Existing Population (2019 OFM)	20,590
Existing Additional Capacity	1362 (1.07%)
Total Existing Capacity	21,952

Mill Creek Population Capacity



- Already City approved
- Underdeveloped

Residential Product Types in Mill Creek

Total Housing Units	7,602 (100%)
Single Family Attached and Detached	4,052 (53%)
Apartments (Rental)	3,550 (47%)



Residential Product Types in Mill Creek

Total Housing Units	7,602 (100%)
Detached	3,708 (48%)
Attached Apartments/Condos	3,894 (52%)



Next Steps

- Future Meetings:
 - March 10 – ST3 Station Planning along I-5 at 164th and 128th and East/West Corridor Study
 - March 24 – Economic Development Information – Town Center and Mill Creek Boulevard Subarea
 - April 7 – MCBS Plan Vision



PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Mill Creek City Council will hold a public hearing at 6:00 p.m. on Tuesday, December 3, 2019. The purpose of the hearing is to hear public comment on the amendments to the Capital Improvement Plan for the years 2019-2024. A copy of the amended 2019-2024 Capital Improvement Plan is available to review at Mill Creek City Hall during regular office hours, Monday through Friday from 9:00 a.m. to 5:00 pm or on the City's website at www.cityofmillcreek.com.

DATE: Tuesday, December 3, 2019

TIME: 6:00 p.m.

PLACE: Mill Creek City Hall South
Council Chambers
15728 Main Street
Mill Creek, WA 98012

Any person desiring to present testimony may do so at the above described meeting, or may submit comments in writing to the City Clerk prior to the meeting.

Naomi Fay
Interim City Clerk

We are trying to make our public meetings accessible to all members of the public. If you require special accommodations, please call the Acting City Clerk at (425) 921-5725.



Agenda Item # _____
Meeting Date: **March 3rd, 2020**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: PAVEMENT ASSESSMENT PROFESSIONAL SERVICES CONTRACT

PROPOSED MOTION:

Authorize the City Manager to execute a contract for professional services with Infrastructure Management Services (IMS), Inc. for surveying and rating the City's pavement network in an amount not to exceed \$35,835.

KEY FACTS AND INFORMATION SUMMARY:

The City is responsible for approximately 106 lane miles of roadway. The total lane miles can be broken down into the following classifications:

- 77 lane miles of residential streets
- 19 lane mile of collector streets
- 10 lane miles of arterial streets

An industry standard way of assessing pavement conditions is by assigning a pavement condition index (PCI) to roadway segments. The PCI is a numerical indicator that rates the surface condition of the pavement. As identified in the City's Comprehensive Plan, level of service guidelines for pavement management identifies a minimum PCI of 65 for collectors and arterial roadways and 70 for local and residential roadways. City records indicate that the last pavement condition assessment was performed was in 2012. The City does not have any current data that accurately indicates what the current pavement condition index is for City roads.

In August 2019, staff contacted three consultants from the Municipal Research and Services Center (MRSC) consultant roster soliciting Request for Qualifications (RFQs) for surveying, rating, and providing PCIs for all roads within city limits. Infrastructure Management Services submitted an RFQ and staff contacted references from other public agencies that utilize IMS for pavement assessment services.

A summary of the scope of services include (Attachment A):

- Confirm roadways that will be surveyed, review data on previous roadway segments and data collection strategy
- Review City's current Geographic Information System (GIS) layers
- Review City roadway network attributes including: road names, widths, and lengths
- Mobilize survey equipment and crew
- Collect American Society for Testing and Materials (ASTM) rated data for

distresses and other pavement attributes. Field data collection occurs with specialized vans that are equipped with instruments that measure pavement distresses. Pavement conditions will be measured using standard ASTM- D6433 (Standard Practice for Roads and Parking Lots PCI Surveys). This standard is commonly used in Washington State and particularly, in the Puget Sound Area.

- Process field data and develop pavement condition scores, create GIS shapefiles and Key Markup Language (KML) files for mapping purposes

The pavement conditions are measured and collected with a van (equipped with lasers, cameras, distance measuring equipment, accelerometers, etc.) that will drive all the roads within the City. Pavement ratings will be summarized in an Excel spreadsheet that has been engineered to utilize core metrics of a comprehensive pavement management system that includes: performance curves, ASTM D6433 distress protocols, repair prioritization, and cost benefit optimization. The use of this spreadsheet will enable the City to manage the collection of pavement condition data for future years without the use of specialized pavement management software packages. However, if it is determined that a specialized software package is required to manage the pavement condition data, this Excel spreadsheet allows the data to be exported to a dedicated software platform. Additionally, this spreadsheet can be used to import the pavement condition data into GIS software.

As indicated in the 2019-2024 Capital Improvement Plan (Attachment B), this assessment and pavement condition rating will be conducted to establish a priority list for future pavement repairs, overlay projects, and allow for coordination of surface water infrastructure, utility work and private development projects.

The schedule of work is as follows:

- Field data collection – April 2020
- Field data processing – June 2020
- Completed analysis and written report complete – End of August 2020

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to execute a contract for professional services for surveying and rating the City's pavement network with Infrastructure Management Services, Inc. in an amount not to exceed \$35,835.

ATTACHMENTS:

- Attachment A: Contract 2019-___ Professional Services – Infrastructure Management Services (IMS)
- Attachment B: 2019-2024 Capital Improvement Plan Pavement Preservation and Rehabilitation Program Sheet

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

**CITY OF MILL CREEK
CONTRACT FOR CONSULTANT SERVICES
CONTRACT NO.
CITYWIDE PAVEMENT ASSESSMENT**

1. Parties

1.1 THIS AGREEMENT is entered between the City of Mill Creek, a Washington municipal corporation (hereinafter City), and Infrastructure Management Services (IMS), limited liability company (hereinafter Consultant).

2. Recitals

2.1 The City desires to contract with the Consultant for conducting network wide pavement data (Pavement Condition Index) collection and organization; and integrate PCI data into a Geographic Information System Map; and the Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

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

3. Scope of Services

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

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

4. Term

4.1 The term of Consultant's performance shall end on or before February 26th, 2021 unless the parties agree in writing to extend the term or as otherwise provided herein.

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

5. Compensation

5.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule specified in **Exhibit B** and incorporated by this reference. Expenses not identified in Exhibit B will not be reimbursed by the City. In no event shall the total compensation and expenses paid to the Consultant under this Agreement exceed thirty-five thousand eight hundred thirty-five dollars (\$35,835.00).

5.2 The Consultant shall invoice the City on a monthly basis for services rendered under this Agreement. Upon acceptance by the City of the invoiced work, which acceptance shall not be unreasonably withheld, the Consultant shall be compensated in accordance with the City's usual procedures.

6. Independent Contractor

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

7. Ownership and Use of Documents

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

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

8. Insurance

Consultant shall provide written verification of coverage as outlined below prior to commencing Services, which shall be attached to this agreement as **Exhibit C**.

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

8.2 Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

8.3.1 Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. **The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy.**

8.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. **The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy.**

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

8.3.4 Professional Liability insurance to the extent appropriate and generally available to the Consultant's profession.

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

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

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

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

8.5 Other Insurance Provision - The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or **be endorsed to contain that they shall be primary insurance as respect the City**. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

8.7 Verification of Coverage - Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

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

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

9. Indemnification

9.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Party arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the

Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

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

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

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

10. Termination

10.1 The City may terminate this Agreement, for default or for convenience, upon five (5) days written notice to the Consultant at the address given above. If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement. In the event of a termination for convenience, the City shall pay the Consultant for the work completed by the Consultant and accepted by the City in accordance with this Agreement, up to the not to exceed amount stated in Section 5.

11. General Provisions

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This

Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

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

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

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

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

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

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

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

DATED this _____ day of _____, 2020.

CITY OF MILL CREEK

Infrastructure Management Services, Inc.

Michael Ciaravino, City Manager

Name

Title

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

Scott Missall, City Attorney

Finance Director

APPROVED AS TO SUBSTANCE:

Gina Hortillosa
Public Works and Development Service Director

ATTACHMENTS:

EXHIBIT A:	Scope of Services & Project Schedule
EXHIBIT B:	Fee Schedule
EXHIBIT C:	Insurance Verification

726770.2/014455.00065

EXHIBIT A
SCOPE OF SERVICES
&
PROJECT SCHEDULE

726770.2/014455.00065

Exhibit A – IMS Scope of Services



Infrastructure Management Services

IMS Infrastructure Management Services
8380 S. Kyrene Rd. Ste. 101. Tempe, AZ 85284
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To: Matthew Feely, P.E., Supervising Engineer

Date: December 17, 2019

From: Jim Tourek, Manager of Client Services

Project: Mill Creek, WA

Subject: 2020 Pavement Management Services

Project No:

DETAILED PROJECT SCOPE:

Project Initiation

Task	Description	Activities	Deliverables
1.	Project Initiation & Project Kick-off	<ul style="list-style-type: none"> Introduction of the project team, roles and relationships. Confirm goals and objectives. Review project documentation including insurance requirements, permits, safety, Project Information Form, and any other client documentation. Conduct an introductory information seminar with key project participants. Review existing PMP data, level of implementation, current configuration, and user skill set. Develop and submit quality assurance plan, review and edit the document accordingly. Identify and confirm existing database quality. Confirm preferred delivery methodology for City of Mill Creek and deliverable format. Confirm roadways to be surveyed, as well as referencing, length and directional issues. Work with City staff so they are comfortable with the overall project and data collection. 	Technical memo detailing scope of work, budget and deliverables.
2.	Network Referencing & GIS Linkage with NOMAD Development	<ul style="list-style-type: none"> Complete a brief review of the City's current GIS environment from and assess suitability for pavement management purposes. Using the City's existing GIS centerline topology, update existing street inventory and create a fixed link between the inventory and GIS using a unique identifier. Include street number and block order in referencing. Harmonize street names between GIS and City's roadway inventory (If any - note: GIS wins any differences). Link each segment to its parent GIS section. Obtain roadway attributes from GIS for functional class, traffic, width, length, pavement type, curb type, etc. If not available, devise plan to obtain them. Create survey maps for use by the RST and client review. The NOMAD data collection software integrates the survey inventory (GIS), field maps, GPS and field data collection into a single platform. 	NOMAD Development will be utilized by the Laser RST for accuracy of survey.
3.	Network Inventory Checks & Survey Map Development	<ul style="list-style-type: none"> Complete a review of the aerial photography of the City to confirm segment street names widths, lengths, and average slab dimensions. 	Programmed survey maps and inventory for use on the project.

Exhibit A – IMS Scope of Services



Infrastructure Management Services

IMS Infrastructure Management Services
8380 S. Kyrene Rd. Ste. 101. Tempe, AZ 85284
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

Field Surveys

<u>Task</u>	<u>Description</u>	<u>Activities</u>	<u>Deliverables</u>
4.	RST Mobilization/ Calibration	<ul style="list-style-type: none"> Mobilize surface distress, roughness, and rutting testing equipment to project. Crew to review the survey maps with the City. Demonstrate the equipment to the City. Calibrate equipment. 	Equipment calibration results
5.	RST Field Data Collection w/Laser RST (Pavement Condition)	<ul style="list-style-type: none"> Collect ASTM D-6433 distresses and attributes at 100-foot intervals on a delivered in block-to-block segmentation basis. IMS will survey approximately 115 centerline miles (2-pass testing of arterials & collectors) and 1-pass of residential & alleyway roadways for a survey total of an estimated 154 test miles. Expansion of distresses to include longitudinal, transverse, alligator, and block cracking, raveling, bleeding, patches/potholes, rutting, roughness, and distortions. Laser based RST will incorporate the use of 11 lasers and rate gyroscopes, digital images, touch screen event board, and GPS acquisition. Dual wheel path testing collecting International Roughness Index (IRI) data at no additional charge. 	Complete two passes on arterial roadways; single-pass on remaining network. Approximately 154 test miles.

Data Management

<u>Task</u>	<u>Description</u>	<u>Activities</u>	<u>Deliverables</u>
6.	Pavement Condition Data QA/QC, Process, Format; Supply Shapefile & KML.	<ul style="list-style-type: none"> For each data stream (surface distress, roughness, GPS, deflection), aggregate and process the data at 100-foot intervals. Develop individual index scores for surface distress and roughness as appropriate. Develop structural index for each roadway segment. Develop a pavement condition score for each section. Process the same data to the segment level. Develop exceptions report for lengths not matching GIS. Complete QA of data. Shapefiles & KML file of the processed data 	Excel spreadsheet of the 100 foot, sectional data, and index values containing all assigned GIS ID's. Shapefiles & KML of the condition data at the 100 foot and segment levels.
7, a-b-c-d.	"Easy Street" Analysis of Pavement and; KML & geodatabase (no software) includes Cost Benefit Analysis, Spreadsheet Training	<ul style="list-style-type: none"> The spreadsheet has the ability to prioritize and optimize the multi-year plan. It will be programmed to develop a multi-year maintenance and rehabilitation plan using "cost of deferral". It will also have referenced deterioration curves for each functional classification, pavement type, and even pavement strength rating. The parameters of the analysis (Priority Weighting Factors) can also be modified and reprioritized on the fly. Shapefiles & KML file of the processed data. Cost Benefit Analysis & Spreadsheet Training Log Presence of Sidewalks/Curbs & ADA Ramps 	"Easy Street" Analysis spreadsheet with "Hot" cells (highlighted in yellow) that City can use to generate differing budget scenarios. Shapefiles & KML file of the processed data along with Cost Benefit Analysis & Spreadsheet Training.

Exhibit A – IMS Scope of Services



Infrastructure Management Services

IMS Infrastructure Management Services
8380 S. Kyrene Rd. Ste. 101. Tempe, AZ 85284
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

- | | | |
|--|---|---|
| Pavement Analysis and Written Report | Following the field surveys and data processing, complete the following analysis: <ul style="list-style-type: none">• Present status and PCI report: Excel c/w PCI charts.• Fix all needs analysis and budget.• Budget driven analysis (\$/year estimate).• Level of service analysis (\$ to hit set target).• Funding necessary on an annual basis to ensure an average overall pavement condition of 70, 75, or 80.• Assemble the report for review and comment prior to finalizing. | Delivery of draft analysis and report as outlined.
Final report and shape files – both hard copies (3) and in native, electronic format. |
| 8. Project Management | <ul style="list-style-type: none">• Provide client with periodic e-mail updates and reports.• Meetings to be completed on-site and by conference calls.• Complete project administration and invoicing. | Status reports and invoices |
| 9. "Live" Spreadsheet, License & Ongoing Maintenance Fee | <ul style="list-style-type: none">• Conference call "Training" in the effective use of the spreadsheet will be provided as needed.• Conference call "Assistance" with updating the spreadsheet with its annual maintenance. | Assist the City with updating the spreadsheet with annual maintenance in non-testing yrs. |

Thank you for your interest in IMS as your pavement management specialists. We will strive to be an asset and extension of the City of Mill Creek staff and team. If any questions arise please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

Regards,

IMS Infrastructure Management Services

Jim Tourek
West Region Manager of Client Services

Project Schedule for Professional Services



To: Matthew Feely, Supervising Engineer **Date:** February 25, 2020
From: Jim Tourek, West Region Client Services Mgr. **Project:** Mill Creek, WA
Subject: Pavement Condition Survey & Analysis Project **Project No:**

Proposed Project Schedule

The approximated duration for the City of Mill Creek field surveys are estimated at **3 days** for the RST testing. This will encompass 48 centerline miles of city maintained roads; with the 2-pass testing of all of the Arterials & Collectors (single-pass of Locals), the total **test miles is 58**.

IMS has the available staff, equipment, and resources to manage a timely project for the City of Mill Creek. IMS will commence the RST field surveys in late-March or early-April. With a not-to-exceed 2 months to process the RST data, we will deliver condition data for review by June. The analysis would then be completed over the next 4 weeks or by end of July, followed by a written report in August of 2020.

Task Activity	March					April				May					June					July				August				
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24		
Project Initiation																												
Project Award & Notice to Proceed																												
Project Initiation & Scope Confirmation																												
GIS Review & Validation																												
Survey Routing & Mapping																												
Field Surveys																												
RST Mobilization & Calibration																												
RST Field Data Collection																												
Data Management																												
Data QA/QC, Processing, & Format																												
Data Supply & Client Review																												
Pavement Analysis & Reporting																												
Onsite Results Presentation																												

Thank you for your interest in retaining IMS as your pavement management specialists. We will strive to be a valuable asset and extension of the Mill Creek staff and team. If any questions arise please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

Regards,

IMS Infrastructure Management Services

Jim Tourek
 West Region Manager of Client Services

**EXHIBIT B
FEE SCHEDULE**

726770.2/014455.00065

Exhibit B – IMS Fee Schedule



IMS Infrastructure Management Services
8380 S. Kyrene Rd. Ste.101. Tempe, AZ 85284
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To: Matthew Feely, P.E., Supervising Engineer
From: Jim Tourek, Manager of Client Services
Subject: 2020 Pavement Management Services

Date: December 17, 2019
Project: Mill Creek, WA
Project No:

Thank you for selecting IMS to conduct the network wide pavement data collection assignment. IMS is proposing to utilize our new LCMS2 Laser Road Surface Tester for the acquisition of pavement condition.

Fee Schedule

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

Mill Creek, WA: 2020 Pavement Management Services Budget

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation & Set-up	1	LS	\$3,000.00	\$3,000.00
2	Network Referencing & GIS Linkage	58	T-Mi	\$35.00	\$2,030.00
3	Network Inventory Checks & Survey Map Development	58	T-Mi	\$25.00	\$1,450.00
Field Surveys					
4	RST Mobilization & Calibration	1	LS	\$3,000.00	\$3,000.00
5	RST Field Data Collection (2-pass Arterials / Collectors; 1-pass Locals)	3	DA	\$4,000.00	\$12,000.00
Data Management					
6	Data QA/QC, Processing, Format & Supply (Excel, geodatabase, Shapefiles)	58	T-Mi	\$50.00	\$2,900.00
7	Pavement "Easy Street" Analysis, Budget Development & Written Report	1	LS	\$8,000.00	\$8,000.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Log Presence of Sidewalks/Curbs & ADA Ramps (Estimates)			Included in Base Activities	
	d. Online ESA Spreadsheet Training			Included in Base Activities	
8	Project Management	1	LS	\$3,455.00	\$3,455.00
9	"Easy Street" Spreadsheet - License & Ongoing Maintenance Fee	1	LS	\$0.00	\$0.00
Data Collection Total:					\$35,835.00

Optional Service Items and Activities

10	Collection of Digital Images at 20-30' Intervals	58	T-Mi	\$24.00	\$1,392.00
11	Collection of GPS, Crossfall, Radius of Curvature, and Grade	58	T-Mi	\$15.00	\$870.00
12	Dynaflect Mobilization	1	LS	\$3,000.00	\$3,000.00
	a Deflection Testing: 2-pass Arterials & Collectors only (Est. 20 Test Miles)	2	DA	\$3,750.00	\$7,500.00
	b Traffic Control/Deflection Testing (City to provide; IMS Est. 16 Hrs.)	0	HR	\$135.00	\$0.00
13	Right of Way Assets Data Collection (GPS & Camera Configuration)	58	T-Mi	\$30.00	\$1,740.00
	a. Sign & Support Database Development	58	T-Mi	\$100.00	\$5,800.00
	b. Sidewalk Database Development	58	T-Mi	\$50.00	\$2,900.00
	c. ADA Ramp & Compliance Survey	58	T-Mi	\$60.00	\$3,480.00
	d. Curb & Gutter Database Development	58	T-Mi	\$50.00	\$2,900.00
	e. Street Lights Database Development	58	T-Mi	\$50.00	\$2,900.00
	f. Markings & Striping Database Development	58	T-Mi	\$60.00	\$3,480.00
14	IMSVue/ Amazon Web-hosted Viewer (Includes Tech Support)	1	LS	\$7,000.00	\$7,000.00
	a. IMSVue - 3 Years Annual Maintenance Fee			Included in Viewer Cost	
15	City Council Presentation	1	LS	\$3,500.00	\$3,500.00
16	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	\$150.00	\$150.00
17	Additional Onsite Meetings	1	EA	\$3,500.00	\$3,500.00
18	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	\$175.00	\$175.00
19	Functional Class Review	1	LS	\$1,500.00	\$1,500.00
20	GIS Clean-up Services	8	HR	\$175.00	\$1,400.00

EXHIBIT C
INSURANCE VERIFICATION

726770.2/014455.00065

10



IMSINFR-01

ARACHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2019

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

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

PRODUCER American Insurance & Investment Corp. 6765 West Russell Rd #150 Las Vegas, NV 89118	CONTACT NAME: April M. Rachel
	PHONE (A/C, No, Ext): (702) 877-1760 FAX (A/C, No): (702) 877-0937 E-MAIL ADDRESS: april.rachel@american-ins.com
INSURED IMS Infrastructure Management Services, LLC 8380 S Kyrene Rd Ste 101 Tempe, AZ 85284	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Travelers Ind Co of America 25666
	INSURER B : Travelers Indemnity Company 25658
	INSURER C : Charter Oak Fire Ins Co 25615
	INSURER D : Travelers Cas & Surety Co Amer 31194
	INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		6809H179210	3/26/2019	3/26/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> BFPD/XCU						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X		BA8923L36A19GRP	3/26/2019	3/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP8666Y370	3/26/2019	3/26/2020	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB2K992554	4/19/2019	4/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Professional Liab.			106703766	3/25/2019	3/25/2020	Each Claim \$ 2,000,000
D	<input checked="" type="checkbox"/> Claims Made/Rpt'd			106703766	3/25/2019	3/25/2020	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Retro: FULL PRIOR ACTS

City of Mill Creek is additional insured in respect to General Liability and Auto Liability per the attached endorsements.

CERTIFICATE HOLDER City of Mill Creek, a Washington municipal corporation 15728 Main S Mill Creek, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

POLICY NUMBER: 6809H179210

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 03/18/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -OWNERS, LESSEES OR
CONTRACTORS- SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule. if not shown above, will be shown in the Declarations.)

A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions: or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project..

Policy Number: BA8923L36A19GRP

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE– This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. **BLANKET ADDITIONAL INSURED**
- B. **EMPLOYEE HIRED AUTO**
- C. **EMPLOYEES AS INSURED**
- D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- E. **TRAILERS – INCREASED LOAD CAPACITY**
- F. **HIRED AUTO PHYSICAL DAMAGE**
- G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
- I. **WAIVER OF DEDUCTIBLE – GLASS**
- J. **PERSONAL PROPERTY**
- K. **AIRBAGS**
- L. **AUTO LOAN LEASE GAP**
- M. **BLANKET WAIVER OF SUBROGATION**



A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

COMMERCIAL AUTO

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b.** The airbags are not covered under any warranty; and
- c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1)** The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a)** Overdue lease or loan payments at the time of the "loss";
- (b)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c)** Security deposits not returned by the lessor;
- (d)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e)** Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION 

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

PROJECT NAME:	Pavement Preservation and Rehabilitation Program
PROJECT #:	19-PW-06

Transportation Project

DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Maintenance / Repair

STRATEGIC PRIORITY
Community Preservation

DESCRIPTION / JUSTIFICATION

The City is responsible for approximately 106 lane miles of roadway. The goal of this annual program is to extend the useful life of the City's streets by assessing, preserving and rehabilitating pavement conditions. Typical work will include crack filling, removal and replacement of failed pavement, patching, surface preservation treatments (where appropriate for the type of application, options include seal coat, slurry seal, microsurfacing, chip seals) and asphalt overlays. It is understood that chip seal is not desired for Mill Creek neighborhoods. Pavement preservation options outside of an overlay would first be discussed with the City Council prior to bid and award. The Program includes replacement or installation of accessible curb ramps to meet the requirements of the Americans with Disabilities Act (ADA). Per the Comprehensive Plan, the City's level of service guidelines for pavement management identifies a minimum pavement condition index of 65 for collectors and arterial roadways and 70 for local and residential roadways. In 2019, an assessment and pavement rating will be conducted to establish a priority list for future repairs. Federally funded roadway preservation projects are programmed in 2019 (Seattle Hill Road) and 2021 (35th Ave. SE).

ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2020	2021	2022	2023	2024	Total
Assessment		\$ 100,000						\$ 100,000
Construction			\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,000,000
Project Engineer			\$ 105,000					\$ 105,000
Total Project Expenditures	\$ -	\$ 100,000	\$ 855,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,205,000

Funding Sources	Prior	2019	2020	2021	2022	2023	2024	Total
General Fund Reserve		\$ 100,000	\$ 750,000		\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,100,000
REET			\$ 105,000					\$ 105,000
								\$ -
								\$ -
Total Project Revenues	\$ -	\$ 100,000	\$ 855,000	\$ -	\$ 750,000	\$ 750,000	\$ 750,000	\$ 3,205,000

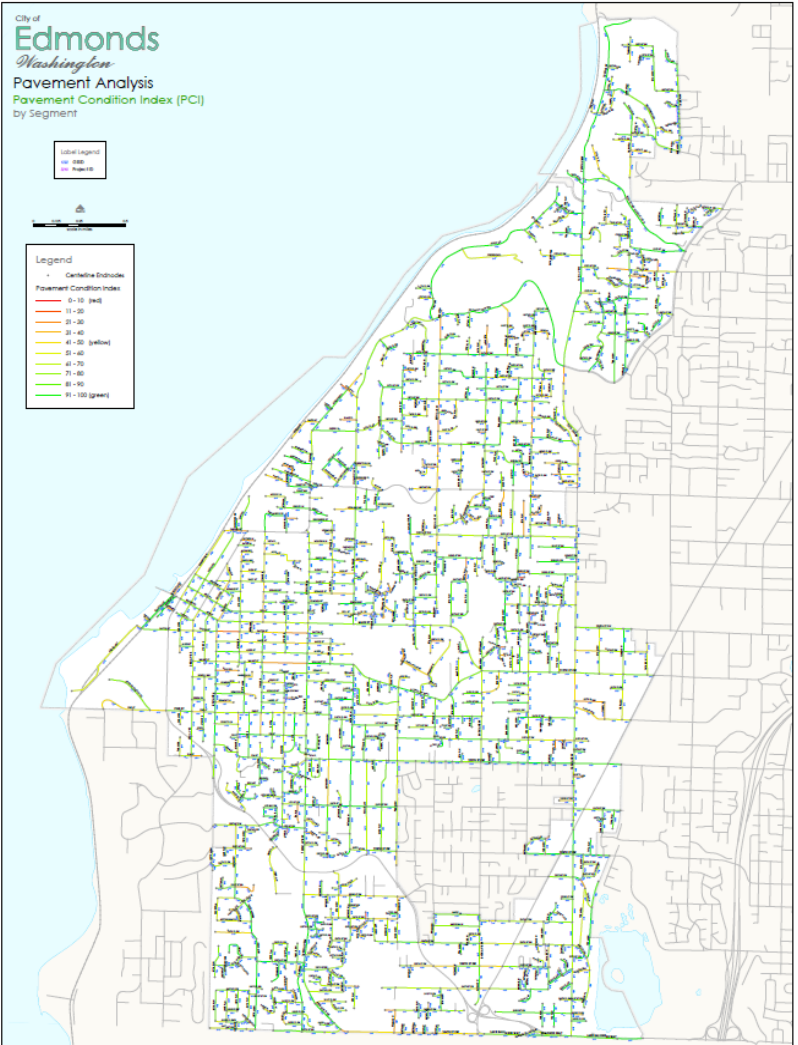




Pavement Assessment – Professional Services Agreement

March 3rd, 2020







Legend

- Centerline Endnodes

Pavement Condition Index

- 0 - 10 (red)
- 11 - 20
- 21 - 30
- 31 - 40
- 41 - 50 (yellow)
- 51 - 60
- 61 - 70
- 71 - 80
- 81 - 90
- 91 - 100 (green)



Agenda Item # _____

Meeting Date: March 3, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: 2020 AWC CENTER FOR QUALITY COMMUNITIES SCHOLARSHIP NOMINATION

PROPOSED MOTION:

Motion to select _____ to represent the City of Mill Creek in the statewide AWC Center for Quality Communities Scholarship selection process.

KEY FACTS AND INFORMATION SUMMARY:

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

Scholarship Structure: Six \$1,500 scholarships will be awarded at the statewide level to high school students who plan to pursue a post-secondary degree in fall 2020.

Student Applicant Eligibility:

- Involved (or have been involved) with a city government and/or significant school leadership activity;
- Eligible to graduate from high school, complete home school or receive a GED in Spring/Summer 2020;
- Live within the City limits of Mill Creek;
- Plan to continue education in the 2020-2021 academic year at an accredited college, community college or trade school on a half-time or more basis; and
- Complete and submit the Quality Communities scholarship application, a personal essay and one letter of recommendation by Friday, February 28, 2020.

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

The application was made available via the City's website and social media channels, and was distributed to local media. The application information was also hand delivered to contacts at Archbishop Murphy High School, Jackson High School and to the Mill Creek Youth Advisory Board members.

As a result of this outreach, eight qualified applications were received for consideration. The selection committee consists of Mill Creek Mayor Pruitt, Councilmember Stephanie Vignal and

City Council Agenda Summary
Page 2

Councilmember Vince Cavaleri.

CITY MANAGER RECOMMENDATION:

- N/A

ATTACHMENTS:

- N/A

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, February 25, 2020

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

Minutes are the official record of Mill Creek City Council meetings. Minutes summarize the Council Meeting and documents any action taken at the Council Meeting.

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.

PLEDGE OF ALLEGIANCE

- A.** Led by Spencer Terry from Maltby Troop 39 accompanied by his father Randy Terry, Assistant Scout Master.

ROLL CALL

Councilmembers Present:

*Pam Pruitt, Mayor
Vince Cavaleri, Councilmember
Mike Todd, Councilmember
Mark Bond, Councilmember
John Steckler, Councilmember*

Councilmembers Absent:

*Brian Holtzclaw, Mayor Pro Tem
Stephanie Vignal, Councilmember*

- B.** Councilmember Bond made a motion to excuse Mayor Pro Tem Holtzclaw and Councilmember Vignal due to scheduling conflicts. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- C.** No public comments this evening.

NEW BUSINESS

- D.** Seattle Hill Road Preservation Project (18-PAVE-03) Award Construction Contract (*Gina Hortillosa, Director of Public Works & Development Services*)

Gina Hortillosa & Matthew Feeley briefed members of Council on the Seattle Hill Road Pavement Preservation Project and the awarded construction contract to Kamins Construction in an amount not to exceed \$1,212,917.28.

The scope of the project includes:

- A two inch grind & overlay between Village Green Dr. & 35th Ave. SE
- Replace damaged median curbs

February 25, 2020 REGULAR COUNCIL MEETING MINUTES

- Upgrade ADA curb ramps
- Install accessible pedestrian signal at two signalized intersections

Project Funding includes:

- A Federal Grant in the amount of \$720,000
- Local REET Funds in the amount of \$1,135,000

The total construction budget is in the amount of \$1,855,000.

Council engaged in a discussion and a Q&A.

Councilmember Todd made a motion to authorize the City Manager to execute a contract with Kamins Construction for the construction of the Seattle Hill Road Preservation Project in an amount not to exceed \$1,212,917.28.

Councilmember Steckler seconded the motion. The motion passed unanimously.

- E. Interlocal Agreement (ILA) between Alderwood Water and Wastewater District and the City Of Mill Creek Regarding the Seattle Hill Road Pavement Preservation Project

(Gina Hortillosa, Director of Public Works and Development Services and Matthew Feeley, City Supervising Engineer)

Gina Hortillosa briefed members of Council on the Interlocal Agreement (ILA) between Alderwood Water & Wastewater District and the City of Mill Creek regarding the Seattle Hill Road Pavement Preservation Project. City Staff recommends that the City Manager be authorized to execute the ILA in order for the City of Mill Creek to be reimbursed by the District for 100% of the costs associated with the utility adjustment work related to water valves and sewer manhole covers.

Council engaged in discussion and a Q&A.

Councilmember Todd made a motion to authorize the City Manager to execute an Interlocal Agreement with Alderwood Water and Wastewater District for utility adjustment work related to water valves and sewer manhole covers in an amount not to exceed \$34,701.75. Councilmember Cavaleri seconded the motion. Councilmember Steckler wanted clarification regarding Councilmember Todd's motion. Gina Hortillosa clarified that the recommendation is to authorize the City Manager to execute the agreement in order for the City of Mill Creek to be reimbursed for 100% of the costs. She further clarified that reimbursement amounts are based on actual contract costs and referred the Council to noting the proposed motion at the top of the agenda summary. The motioned failed.

Councilmember Todd made a motion to authorize the City Manager to execute an Interlocal Agreement (ILA) with Alderwood Water and Wastewater District. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

- F. Police Department Update to Council regarding Data Metrics for two (2) Police Cruiser Purchases from Approved Budget
(Scott Eastman, Acting Chief of Police)

February 25, 2020 REGULAR COUNCIL MEETING MINUTES

Acting Chief Scott Eastman provided members of City Council with an update on the current state of the Police Departments Fleet and the data metrics for the purchase of two police cruisers from the 2019-2020 Approved Mid-Biennial Budget Amendment. Acting Chief Eastman provided the process and analysis for purchasing new vehicles as well as the briefed Members of Council of the Police Department's short and long term goals.

Council engaged in discussion and expressed interest in continuing discussion in a City Council Study Session at a future Council Meeting.

- G.** Snohomish County Arts Commission Small Grant Opportunity
(Michael Ciaravino, City Manager & Meredith Cook, Communications and Marketing Coordinator)

City Manager Michael Ciaravino and Meredith Cook, Communications & Marketing Coordinator, briefed Members of City Council on the Snohomish County Arts Commission Small Grant Opportunity and requested that the Council authorize the City Manager to apply for a grant opportunity in the amount of \$2,000 to the Snohomish County Arts Commission.

Council engaged in a discussion.

Councilmember Steckler made a motion to authorize the City Manager to apply for the Snohomish County Arts Commission Grant in the amount of \$2,000. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- H.** Approval of Checks # 61485 through # 61546 and ACH Wire Transfers in the Amount of \$156,471.18.
(Audit Committee: Councilmember Bond and Mayor Pruitt in Councilmember Vignal's stead)
- I.** Payroll and Benefit ACH Payments in the Amount of \$317,226.43
(Audit Committee: Councilmember Bond and Mayor Pruitt in Councilmember Vignal's stead)
- J.** City Council Meeting Minutes of February 11, 2020.

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

REPORTS

- K.** Mayor/Council
Mayor Pruitt thanked Councilmember Vignal for her being extremely thorough in reviewing the invoices when she requested more information regarding repair costs for a damaged City fence. City Staff will investigate whether a police report was generated to find the person responsible for damages.

February 25, 2020 REGULAR COUNCIL MEETING MINUTES

Mayor Pruitt reported that she and Councilmember Vignal will be attending Economic Alliance Snohomish County (EASC) event for an economic forecast presentation on the economic trends followed by a panel discussion with industry experts. The event was presented on Wednesday, Feb. 26, 2020 by Banner Bank.

Councilmember Todd reported that the City of Mill Creek was represented at the Economic Alliance Snohomish County Legislative Day and gave an update to City Council.

Councilmember Todd also updated City Council on Community Transit's outreach efforts to the public regarding scheduling and transportation routes as well as how Community Transit and Sound Transit plan to address congestion issues and other transportation challenges.

- L. City Manager
 - Council Planning Schedule
- M. Staff
 - Report, etc.

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

- O. The meeting recessed to executive session at 7:39 p.m. for 15 minutes to discuss potential litigation pursuant to RCW 42.30.1101(i) and ended at 7:54 p.m.

RECONVENE TO REGULAR SESSION

- P. The meeting reconvened to regular session at 7:54 p.m..

Councilmember Cavaleri made a motion to authorize the release and settlement agreement with McClung Construction Company who was contracted to perform work on the 35th Avenue Reconstruction Project. Councilmember Bond seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:56

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

February 25, 2020 REGULAR COUNCIL MEETING MINUTES

February 25, 2020 REGULAR COUNCIL MEETING MINUTES

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

MARCH 2020						
Sun	Sun	Sun	Sun	Sun	Sun	Sun
1	1	1	1	1	1	1
8	8	8	8	8	8	8
15	15	15	15	15	15	15
22	22	22	22	22	22	22
29	29	29	29	29	29	29

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

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: February 27, 2020

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

March 10, 2020

- East-West Corridor (Snohomish County presentation)
- ST3 Stations (Snohomish County presentation)
- C Failures Surface Water Contract Award
- HART Report Update

March 24, 2020

Possible Work Session Topics for Discussion

- Construction Tax Revenue - TBD
- Appropriation vs. Authorization - Michael
- Spring 2020: Ordinance Amending MCMC re: Business Park Zone District - Gina Hortillosa
- City Publication Final Analysis - Michael
- SLWD Property (LOI) Gina H
- Southwest UGA Boundary Manning Study
- \$100K ILA SnoCo (REET 2) Gina H