# 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

> February 25, 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** 

**OLD BUSINESS** 

# **NEW BUSINESS**

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

- C. 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)
- D. Police Department Update to Council regarding Data Metrics for two (2) Police Cruiser Purchases from Approved Budget
  (Scott Eastman, Acting Chief of Police)
- E. Snohomish County Arts Commission Small Grant Opportunity
  (Michael Ciaravino, City Manager & Meredith Cook, Communications and Marketing Coordinator)

# **CONSENT AGENDA**

- F. Approval of Checks # 61485 through # 61546 and ACH Wire Transfers in the Amount of \$156,471.18.
  - (Audit Committee: Councilmember Bond and Councilmember Vignal)
- G. Payroll and Benefit ACH Payments in the Amount of \$317,226.43 (Audit Committee: Councilmember Bond and Councilmember Vignal)
- H. City Council Meeting Minutes of February 11, 2020. (Please note that this document has been updated as of 2-24-20)

# **REPORTS**

- I. Mayor/Council
- J. City Manager
  - Council Planning Schedule
- K. Staff
  - Report, etc.

# **AUDIENCE COMMUNICATION**

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

# **RECESS TO EXECUTIVE SESSION**

(Please note this item on the agenda has been updated as of Mon. Feb. 24, 2020)

M. Discuss potential litigation pursuant to RCW 42.30.110(1)(i)

# **ADJOURNMENT**



Agenda Item #\_\_\_\_\_\_
Meeting Date: February 25, 2020

# CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SEATTLE HILL ROAD PAVEMENT PRESERVATION (CIP 18-PAVE-03) – AWARD CONSTRUCTION CONTRACT

# **PROPOSED MOTION:**

Authorize the City Manager to execute a contract with Kamins Construction for the construction of the Seattle Hill Road Pavement Preservation (CIP 18-PAVE-03) Project in an amount not to exceed \$1,212,917.28.

# **KEY FACTS AND INFORMATION SUMMARY:**

In 2016 the City was awarded a federal grant in the amount of \$720,000 for the overlay of Seattle Hill Road from Village Green Drive to 35<sup>th</sup> Ave. SE. At the time, Seattle Hill Road had a PCI (Pavement Condition Index) of 59 on a scale of 0 to 100. Seattle Hill Road has a street functional classification of minor arterial and in accordance to the Transportation Element of the Comprehensive Plan, the City should maintain a minimum average (PCI) rating of 65 for collector and arterial roadways. The scope of this project includes: a full width, two-inch grind and overlay, reconstructing damaged extruded concrete curbs around the landscaped medians, upgrade curb ramps to current ADA standards, and upgrade existing pedestrian pushbuttons to accessible pedestrian signals (Attachment A).

The scope of this project includes: a full width, two-inch grind and overlay, reconstructing damaged extruded concrete curbs around the landscaped medians, upgrade curb ramps to current ADA standards, and upgrade existing pedestrian pushbuttons to accessible pedestrian signals (Attachment A).

The project was originally planned for construction in the summer of 2019. However, due to the need to secure temporary construction easements, staff requested a six month extension from Puget Sound Regional Council (PSRC) to advertise the project in December 2019. The project was advertised starting December 26, 2019 with postings on both the Everett Herald and the Daily Journal of Commerce. Eleven bids were received on January 30<sup>th</sup> (See Attachment B – Bid Tabulation). At bid opening, the apparent lowest bidder was RW Scott Construction Co. However, upon City review of their bid proposal, it was determined that they had made a mathematical error, When the City notified RW Scott Construction Co. of this discrepancy they requested to be relieved of their award responsibility for the project. As it turns out, in addition to the math errors discovered by the City, they identified an estimator error in a worksheet of that inadvertently omitted \$30,000. In accordance with WSDOT Standard Specifications (Section 1-03.1), RW Scott Construction supplied a notarized letter and backup documentation requesting that the City relieve them from responsibilities of award for this project. City staff approved their

request and moved on with the second lowest responsible bidder, Kamins Construction.

Kamins Construction became the lowest responsible bidder and submitted a bid in the amount of \$1,212,917.28. This bid was \$59,682.72 below the engineer's estimate. WSDOT Local Programs has concurred with the City's recommendation to award the contract to Kamins Construction. The construction contract was reviewed by the City attorney and WSDOT Local Programs prior to advertising (Attachment C).

# Funding

Per the adopted 2019-2024 Capital Improvement Plan, the construction budget is \$1,855,000. This includes \$720,000 in funds from a federal grant and \$1,135,000 in local funds (REET).

Item	Contract	Amount
1	Kamins Construction	\$ 1,212,917.28
2	Construction Management Consultant (estimate)	\$ 240,000.00
3	Contingency (10%)	\$ 131,000.00
	Total	\$1,583,917.28

The total construction contract time is 60 working days and construction is planned to begin in Spring of 2020 and continue into the summer months.

A communications plan will be developed to keep residents, neighboring jurisdictions and partner agency informed of the construction schedule.

It is anticipated that noise levels generated by vehicle tires on Seattle Hill Road will decrease after the project is complete due to the smoother surface. This assumes other factors such as vehicular speeds and traffic volumes remain the same (Attachment D).

# **CITY MANAGER RECOMMENDATION:**

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

# **ATTACHMENTS:**

Attachment A: 2019-2024 CIP Project Sheet

Attachment B: Bid Tabulation

Attachment C: Contract 2020-X Construction Contract – Kamins Construction Attachment D: Memo\_Seattle Hill Road Anticipated New Pavement Noise Levels

Respectfully Submitted:

# Michael 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, our consulting engineers 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, consulting engineers and contractor will effectuate the various provisions of the documents.

PROJECT NAME:	Seattle Hill Road Pavement Preservation
PROJECT #:	18-PAVE-03

DEPARTMENT	Public Works and Development Services
CATEGORY	Pavement
TYPE	Construction

# Transportation Project

### STRATEGIC PRIORITY

Fiscal Responsibility, Community Preservation, Public Safety, Long-Term Planning

## **DESCRIPTION / JUSTIFICATION**

Repave Seattle Hill Road between Village Green Drive and 35th Avenue Southeast. The scope of work includes a full width, two-inch grind and overlay, replacement of landscaped median curbs and Americans with Disabilities (ADA) upgrades at all curb ramps and two traffic signals. A federal grant was obtained for construction in 2019 in the amount of \$720,000. In 2016, the pavement condition for this minor arterial was 59 (scale 0 to 100). The existing curb ramps and traffic signals do not meet current ADA standards. The curbs on all landscape medians have been damaged beyond repair over the years by vehicle collisions. No new operational expenses will result from this project.

## ANTICIPATED OPERATIONS AND MAINTENANCE COSTS

No new operation and maintenance costs are anticipated.

Expenditures	Prior	2019	2	2020	2021		2022	2023	:	2024	Total
Construction		\$ 1,600,000				П					\$ 1,600,000
Professional Services	\$ 198,040	\$ 150,000				П					\$ 150,000
Project Engineer		\$ 105,000				П					\$ 105,000
Total Project Expenditures	\$ 198,040	\$ 1,855,000	\$	- '	\$ -	•	\$ -	\$ -	\$	-	\$ 1,855,000

Funding Sources	Prior	2019	2020	)	2021	l e	2022		2023		202	4	Total
Grant - Federal		\$ 720,000											\$ 720,000
REET	\$ 250,000	\$ 1,135,000											\$ 1,135,000
													\$ -
													\$ -
Total Project Revenues	\$ 250,000	\$ 1,855,000	\$	-	\$	- '	\$	-	\$	-	\$	-	\$ 1,855,000





Seattle Hill Road Preservation Project City of Mill Creek Bid Tabulation

Bid Opening: 10:00 am, Thursday, January 30, 2020

					Engine	er's Estimate	RW Scott C	onstruction Kamins (	Construction, Inc.	SRV Con	struction Co.	Granite Cons	truction Co.	Lakeside	Industries	Westwater Co	onstruction Co.	Award Con	struction, Inc.	Taylor's Ex	cavators, Inc.	A-1 Landscapin	g & Const.	Cadman I	Materials	Watson Asphalt	Paving Co.
ITEM NO	SPEC	ITEM	UNIT	QUANTITY	Y UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	1-05	Roadway Survey	LS		1 \$ 8,000,00	\$ 8,000,00	10.350.00	10.350.00 11.500.	00 11,500,00	7.125.00	7.125.00	23.000.00	23,000.00	11,500,00	11,500,00	10.000.00	10.000.00	12.000.00	12.000.00	20,000,00	20.000.00	9,970,00	9,970.00	15,258.00	15,258.00	10,600,00	10.600.00
2		ADA Features Surveying	LS		1 \$ 2,000.00		11,150.00	11,150.00 10,350.		12,000.00	12,000.00	11,000.00	11,000.00	12,500.00	12,500.00	2,500.00	2,500.00		11,300.00	10,000.00	10,000.00	9,870.00	9,870.00	11,850.00	11,850.00	11,400.00	11,400.00
3		Record Drawings (Min. Bid \$1500)	LS		1 \$ 1,500.00		1,500.00	1,500.00 1,500.		1,500.00		1,500.00	1,500.00	1,500.00		1,500.00	1,500.00		1,500.00	5,000.00	5,000.00		2,200.00	1,500.00	1,500.00	1,500.00	1,500.00
- 4		SPCC Plan	LS		1 \$ 500.00		500.00 25.000.00	500.00 500. 25.000.00 25.000.		500.00 25.000.00	500.00	1,500.00	1,500.00 25,000.00	1,000.00 25,000.00	1,000.00 25,000.00	1,000.00 25,000.00	1,000.00		2,000.00	1,000.00 25,000.00	1,000.00	4,500.00 25,000.00	4,500.00 25,000.00	1,200.00	1,200.00 25,000.00	500.00 25.000.00	500.00
5		Minor Changes Mobilization	LS		1 \$ 25,000.00			87,000.00 25,000. 87,000.00 50.312.		25,000.00 61 375 00			120,000.00	25,000.00 40,000.00						25,000.00 75,000.00	25,000.00 75,000.00		25,000.00 155,800.00	25,000.00	25,000.00 150,000.00	25,000.00 141 400 00	25,000.00 141,400.00
7		Project Temporary Traffic Control (Min. Bid \$8.000)	LS		1 \$ 50,000.00		8,000.00	8,000.00 50,312. 8,000.00 11,500.		8.000.00		86.991.70	86.991.70	40,000.00 85.000.00	85,000.00	10.000.00	10.000.00	70,000.00		110.000.00	110,000.00	24.780.00	24.780.00	160,000.00	160,000.00	175,000.00	175.000.00
8	1-10	Flagger	HR	1080	0 \$ 60.00		60.00	64,800.00 65.		60.50		70.00	75,600.00	62.50	67,500.00	70.00	75,600.00		86,400.00	60.00	64,800.00	58.00	62,640.00	61.78	66,722.40	83.00	89,640.00
9		Uniformed Police Officer	HR	96	6 \$ 120.00		104.00	9,984.00 143.		110.00		140.00	13,440.00	140.00		125.00	12,000.00		10,080.00	8,640.00	829,440.00	145.00	13,920.00	132.00	12,672.00	120.00	11,520.00
10		Portable Changeable Message Sign (PCMS)  Roadside Cleanup	HR	1920	0 \$ 15.00	Ψ £0,000.00	4.00	7,680.00 8.		6.75		4.25	8,160.00	5.50	10,560.00	10.00	19,200.00		15,360.00	4.50	8,640.00	14.00	26,880.00	6.00	11,520.00	9.00	17,280.00
11	20.	Roadside Cleanup Clearing and Grubbing	EST AC		1 \$ 15,000.00 2 \$ 18.000.00	J 13,000.00	15,000.00 13,235.00	15,000.00 15,000. 2.647.00 15.916.		15,000.00 25.000.00		15,000.00	15,000.00 2.600.00	15,000.00 31,000.00		15,000.00 20.000.00	15,000.00 4,000.00			15,000.00 300.000.00	15,000.00 60.000.00	15,000.00 32,500.00	15,000.00 6,500.00	15,000.00	15,000.00 1,200.00	15,000.00 40,300.00	15,000.00 8,060.00
12		Removing Asphalt Conc. Pavement	SY	17			73.50	12.715.50 21		73.75		70.00	12.110.00	87.00	15.051.00	20,000.00	4,000.00 8,650.00		12,975.00	300,000.00	5.190.00	26.00	4.498.00	60.00	10.431.90	40,300.00	7.439.00
14		Removing Cement Curb & Gutter	I F	650	0 \$ 15.00		5.00	3.250.00 14	0,010.11	10.75		8.25	5.362.50	65.00	42.250.00	15.00	9,750.00		5,200.00	15.00	9,750.00	12.00	7.800.00	18.60	12.090.00	18.00	11,700.00
15	2-02	Removing Cement Extruded Curb	LF	1,220			3.50	4,270.00 7.		7.30		6.75	8,235.00	10.00		10.00				10.00	12,200.00	10.00	12,200.00	13.80	16,836.00	9.20	11,224.00
		Removing Bollard	EA		4 \$ 60.00			337.00 230.		214.00			920.00							250.00	1,000.00		600.00	240.00	960.00	87.00	348.00
17		Removing Tree Stump	EA		2 \$ 500.00	.1000.00	200.00	400.00 575.	11.00.00	600.00	.,,=00.00	920.00	1,840.00	1,000.00	-1.00.00	1,500.00			2,000.00	500.00	1,000.00	1,500.00	3,000.00	540.00	1,080.00	440.00	880.00
18		Planing Bituminous Pavement	SY	31,580	0 9 5.00		2.75	86,845.00 5. 7 128 00 24	170,332.20	2.85	00,000,00	3.25	102,635.00	4.75 88.00	100,000.00	6.00 50.00	189,480.00		157,900.00	3.50 25.00	110,530.00	2.50	78,950.00 12,276.00	3.60	113,688.00	3.60	113,688.00
19		Removing Cement Conc. Sidewalk Tree Trimming	SY	396	6 \$ 25.00 1 \$ 25.000.00		25.000.00	7,128.00 24. 25.000.00 25.000		25.000.00			13,959.00 25,000.00	25.000.00					25,740.00 25,000.00	25.00	9,900.00	25,000,00	12,276.00 25.000.00	49.50 25.000.00	19,602.00 25,000.00	25.000.00	14,652.00 25,000.00
21		Crushed Surfacing Top Course	TON	160	0 \$ 25,000.00		25,000.00	13.600.00 25,000.		25,000.00		25,000.00	4.640.00	23,000.00						23,000.00		45.00	7.200.00	49.20	7.872.00	61.00	9,760.00
22	5-04	HMA CL. 1" PG 58H-22	TON	40	0 \$ 105.00		190.00	7,600.00 230.		290.00		105.00	4,200.00	195.00		450.00			9,160.00	250.00	10,000.00	330.00	13,200.00	260.00	10,400.00	270.00	10,800.00
23		HMA CL. 1/2" PG 58H-22	TON	3,796	υ 100.00		105.00	398,580.00 107.	32 407,386.72	104.00			372,008.00	92.50			379,600.00		398,580.00	102.00	387,192.00	135.00	512,460.00	100.00	379,600.00	90.00	341,640.00
24		Adjust AWWD Water Valve	EA	28	8 \$ 750.00		580.00	16,240.00 460.		770.00		550.00	15,400.00	280.00	7,010,00	500.00		000.00		1,000.00	28,000.00	450.00	12,600.00	450.00	12,600.00	690.00	19,320.00
25		Adjust Manhole - Type II CB Adjust AWWD Sewer Manhole	EA EA		6 \$ 800.00 3 \$ 950.00		600.00 570.00	3,600.00 575. 1,710.00 575.	00 3,450.00 00 1,725.00	1,350.00			3,960.00 1,980.00	500.00 500.00	3,000.00 1,500.00				3,300.00	1,750.00 1,750.00	10,500.00	1,800.00 3,200.00	10,800.00 9,600.00	600.00 450.00	3,600.00 1,350.00	810.00 4.030.00	4,860.00
26		Adjust Catch Basin	FA FA		3 \$ 950.00 5 \$ 600.00		600.00	1,710.00 575. 3.000.00 460.		1,350.00	4,050.00		1,980.00 2.750.00		2,500.00	1,000.00	5,000.00		2,000.00	1,750.00	5,250.00 7,500.00	980.00	4,900.00	450.00 600.00	3,000.00	4,030.00 810.00	12,090.00 4.050.00
28		Monument Case & Cover	FA	1/	8 \$ 1,000.00		2.875.00	51.750.00 460		2.150.00		280.00	5.040.00	280.00			18.000.00		10.800.00	1,000.00	18.000.00	450.00	8.100.00	450.00	8.100.00	690.00	12.420.00
29	7-10	Adjust Gas Valve Box	EA		8 \$ 500.00	\$ 4,000.00	530.00	4,240.00 402.	50 3,220.00	770.00	6,160.00	550.00	4,400.00	280.00	2,240.00	500.00	4,000.00	600.00	4,800.00	1,000.00	8,000.00	800.00	6,400.00	450.00	3,600.00	580.00	4,640.00
30		Inlet Protection	EA	5	1 \$ 100.00		65.00	3,315.00 86.		75.00	0,020.00	96.00	4,896.00	53.00	2,703.00	00.00	3,315.00		4,590.00	100.00	5,100.00	220.00	11,220.00	90.00	4,590.00	70.00	3,570.00
31		Erosion/Water Pollution Control	EST		1 \$ 1,000.00	\$ 1,000.00	1,000.00	1,000.00 1,000. 1,000.00 46,000.		1,000.00		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
32	8-01	Seeding, Fertilizing and Mulching	AC AC	0.02				1,000.00 46,000.		257,000.00		220,000,00	2,200.00		1.000.00		1.500.00			100,000.00	1,000.00	38,700.00	240.00 387.00	180,000.00	1,000.00	230,000.00	2,243.00
		Topsoil Type A	CY	15	5 \$ 60.00		100,000.00	1,500.00 86.		300.00		70.00	1.050.00	67.00	1.005.00				825.00	100,000.00	1,500.00	120.00	1.800.00	120.00	1,800.00	115.00	1,725.00
35		Cement Conc. Traffic Curb And Gutter	LF	676	6 \$ 40.00		27.25	18,421.00 69.		51.50	34,814.00	45.00	30,420.00	30.00		30.00	20,280.00			45.00	30,420.00	45.00	30,420.00	48.00	32,448.00	52.00	35,152.00
36		Extruded Curb	LF	1220	0 \$ 25.00		10.75	13,115.00 10.		18.50		20.00	24,400.00	11.00		20.00	24,400.00		13,420.00	12.00	14,640.00	18.00	21,960.00	19.80	24,156.00	11.00	13,420.00
37 38	0.04	Cement Conc. Pedestrian Curb Cement Conc. Sidewalk	LF SY	522	2 \$ 35.00 0 \$ 60.00		25.00 42.95	13,050.00 57. 859.00 183		51.50 162.00	20,000.00	45.00	23,490.00	27.50	14,000.00		20,880.00	, 00.00	28,710.00	45.00 140.00	23,490.00	42.00 70.00	21,924.00	48.00 150.00	25,056.00 3,000.00	44.00 182.00	22,968.00 3,640.00
38		Cement Conc. Sidewalk  Cement Conc. Curb Ramp Type Parallel	FA	2/	4 \$ 2500.00		2.825.00	67.800.00 2.428		3.320.00			44.400.00	3.000.00	330.00					1.900.00	45,600.00	2.800.00	67,200.00	1.980.00	47.520.00	3.800.00	91,200,00
40	8-14	Cement Conc. Curb Ramp Type Single Directional	EA		2 \$ 2,500.00			5,650.00 1,976.		2,872.00			2,800.00	3,000.00					3,600.00	1,500.00	3,000.00		5,600.00	1,500.00	3,000.00	3,300.00	6,600.00
41		Cement Conc. Curb Ramp Type Perpendicular	EA		1 \$ 2,700.00			2,825.00 1,945.		2,600.00			1,100.00	3,000.00	3,000.00					1,200.00	1,200.00		2,800.00	1,200.00	1,200.00	3,500.00	3,500.00
		Pedestrain Traffic Control	LS		1 \$ 20,000.00			15,000.00 5,750.		15,000.00			7,400.00							40,000.00	40,000.00		12,500.00	50,000.00	50,000.00	10,000.00	10,000.00
43		ADA Pedestrian Push Button Assemblies Type PPB signal poles	EA FA	14	4 \$ 1,200.00 5 \$ 2,800.00		2,540.00 2,825.00	35,560.00 2,587. 14,125.00 4,025.		2,880.00	40,320.00	2,525.00	35,350.00 14,000.00	2,800.00	39,200.00 15,500.00	2,500.00 3,500.00	35,000.00 17,500.00		44,800.00 16.500.00	3,000.00	42,000.00 15,000.00	3,200.00	44,800.00 15,500.00	2,700.00	37,800.00 15,000.00	2,590.00	36,260.00 14,400.00
45		Type PS signal poles Type PS signal poles	EA	1	1 \$ 4,500.00		5,650.00	5.650.00 6.900.		5.950.00		5,600.00	5,600.00	6.250.00	6.250.00	7,500.00	7,500.00		6.000.00	8,000.00	8.000.00	6,000.00	6.000.00	6.000.00	6.000.00	5.750.00	5,750.00
46		Pedestrian Signal Head	EA		2 \$ 1,200.00	\$ 2,400.00	1,130.00	2,260.00 2,300.	00 4,600.00	1,950.00	3,900.00	1,125.00	2,250.00	1,300.00	2,600.00	2,500.00	5,000.00	1,500.00	3,000.00	2,500.00	5,000.00	2,000.00	4,000.00	1,200.00	2,400.00	1,150.00	2,300.00
47		Induction Loop Detectors, Type 3	EA		8 \$ 1,000.00	\$ 8,000.00	960.00	7,680.00 977.		2,585.00		1,000.00	8,000.00	1,000.00	8,000.00	1,750.00	14,000.00		11,200.00	3,000.00	24,000.00	2,500.00	20,000.00	1,020.00	8,160.00	980.00	7,840.00
48		Permanent Signing Plastic Traffic Arrow	LS FA		1 \$ 7,000.00 3 \$ 100.00		10,000.00 75.50	10,000.00 1,150. 1,736.50 77		10,200.00		10,100.00	10,100.00 3.197.00	11,000.00	11,000.00		6,000.00 3,450.00		10,000.00	12,000.00	12,000.00	5,800.00 25.00	5,800.00 575.00	10,800.00	10,800.00 3.187.80	10,350.00 78.00	10,350.00
		Plastic Traffic Arrow  Plastic Speed Limit Pavement Marking	EA EA	23	8 \$ 100.00		75.50 878.00	1,736.50 77. 7.024.00 893.		129.00 395.00		139.00	3,197.00	1.000.00						80.00	1,840.00	25.00 9.00	72.00	138.60 420.00	3,187.80	900.00	7,200.00
		Paint Median Curb Nose	EA	18	8 \$ 60.00		19.00	342.00 19.		112.00	2,016.00	120.00	2,160.00	22.00	396.00	125.00			360.00	20.00	360.00	20.00	360.00	120.00	2,160.00	20.00	360.00
52	8-22	Paint Line	LF	12,500			0.40	5,000.00 0.		0.45		0.50	6,250.00	0.40			6,250.00		5,000.00	0.50	6,250.00	1.00	12,500.00	0.48	6,000.00	0.40	5,000.00
53		Plastic Line	LF	800			3.45	2,760.00 3.		3.00		3.25	2,600.00	4.00		3.00	2,400.00		2,800.00	4.00	3,200.00	3.00	2,400.00	3.30	2,640.00	3.60	2,880.00
54		Raised Pavement Marker Type 2	HUN	9.60			450.00	4,320.00 460. 2,916.00 9.		505.00			5,212.80	500.00	4,800.00 3,888.00	750.00 10.00			4,416.00	600.00 10.00	5,760.00	500.00	4,800.00	540.00	5,184.00	460.00	4,416.00
55 56		Plastic Stop Line, 24 in. Plastic Crosswalk Line, 12 in.	LF SF	2.25	Ψ 10.00		9.00	2,916.00 9. 10.134.00 4.		8.50 5.50			2,916.00 12.949.00	12.00						10.00	3,240.00 11,260.00	8.00 5.00	2,592.00 11.260.00	9.00 5.70	2,916.00 12.836.40	9.20 4.60	2,980.80 10,359.20
57		Plastic Crosswaik Line, 12 in. Plastic Traffic Letter	EA	2,25	4 \$ 100.00		4.50 87.00	348.00 88.		73.00			312.00	100.00	400.00	100.00	400.00		360.00	100.00	400.00	70.00	280.00	78.00	312.00	89.00	356.00
58		Type 1 White Button	HUN	0.2	2 \$ 500.00		110.00	22.00 115.		1,120.00	224.00		240.00	500.00	100.00	1,200.00	240.00		23.00	200.00	40.00	1,200.00	240.00	1,200.00	240.00	115.00	23.00
59		Type 2 Blue Two Way Reflectorized Raised Pavemen Marker		0.8	8 \$ 500.00	Ψ 400.00	340.00	272.00 345.		1,008.00	806.40		880.00	500.00	400.00	1,000.00	800.00	000.00	280.00	400.00	320.00	1,200.00	960.00	1,080.00	864.00	345.00	276.00
60	8-30	Wood Bollard	EA		4 \$ 100.00	\$ 400.00	350.00	1,400.00 920.	00 3,680.00	1,430.00	5,720.00	800.00	3,200.00	500.00	2,000.00	1,000.00	4,000.00	850.00	3,400.00	800.00	3,200.00	1,780.00	7,120.00	1,080.00	4,320.00	1,010.00	4,040.00
-			1	1	1	\$ -			+ +		1	<del>                                     </del>			-	-	-	<del> </del>				+		<b></b>			
<b> </b>			<del>                                     </del>	<b>†</b>	1	\$ -			+		<del>                                     </del>	+						1				<del></del>		<del>                                     </del>			
		TOTAL				\$ 1,272,600.00		\$ 1,139,961.00	\$ 1,212,917.28		\$ 1,219,991.65		\$ 1,234,700.00		\$ 1,240,758.00		\$ 1,311,895.00		\$ 1,367,969.20		\$ 2,204,792.00	\$	1,404,354.00		\$ 1,422,482.50		\$ 1,427,614.00
								•																			

Math Error \*Error in estimated quantity

Page 1

# CONTRACT

THIS AGREEMENT is entered into by and between the City of Mill Creek (hereinafter called the Contracting Agency) and **Kamins Construction** (hereinafter called the Contractor).

The Contracting Agency and the Contractor agree as follows:

## ARTICLE 1. WORK.

Work includes full width grind and overlay with HMA on a 7,100 feet long, 3-lane arterial street, replace damaged median curbs, upgrade all sidewalk ramps to current ADA standards, upgrade two traffic signals with ADA pushbuttons, traffic control, and update one rectangular rapid flash beacon to current accessible pedestrian signal standards and miscellaneous items as further shown, described, and indicated in the Contract Documents.

# ARTICLE 2. CONTRACT TIME.

The Contractor shall physically complete the Work within **60** working days (the Physical Completion Date).

# ARTICLE 3. LIQUIDATED DAMAGES.

The Contracting Agency and the Contractor recognize that time is of the essence and that the Contracting Agency will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Contracting Agency if the Work is not completed within the time allowed in the Contract. Accordingly, instead of requiring any such proof, the Contracting Agency and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Contracting Agency in accordance with Section 1-08.9 of the Standard Specifications for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

# ARTICLE 4. CONTRACT PRICE.

The Contracting Agency shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) amount not to exceed **One Million, Two-Hundred Twelve Thousand, Nine-Hundred Seventeen Dollars and Twenty Eight cents (\$1,212,917.28)** for completion of the Work in accordance with the Contract.

A-1

827476.1/014455.00065

## AGREEMENT - Continued

# ARTICLE 5. CONTRACT.

The Contract, which comprises the entire agreement between the Contracting Agency and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Call for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, dated **12/23/2019**, including the 2018 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of **50** sheets, as listed in the index on sheet **CS01** of the Plans;
- Addenda numbers 1,2, and 3 inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

# ARTICLE 6: MISCELLANEOUS.

For purpose of defending any work place injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

\_\_\_\_\_\_(Contractor's initials)

The Contractor shall not assign any obligations and rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Contracting Agency. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Contracting Agency and the Contractor, and their respective partners, successors, assigns and legal representatives.

A-2

827476.1/014455.00065

IN WITNESS WHEREOF, Con Agreement to be executed the day a	tracting Agency and Contractor have caused thi and year indicated below.
CITY OF MILL CREEK	CONTRACTOR
	License No.
Ву	By
Date	Title
Per resolution/motion	Attest
	Name and Address for giving notices (print)
Approved as to form by:	
Scott Missal	_
Finance Director	_
Approved as to substance:	
Gina Hortillosa	
827476.1/014455.00065	A-3

WHPacific

19201 120th Avenue NE, Suite 200 Bothell, WA 98011 425-951-4800

# Memorandum

To:

Kamal Mahmoud

From: Sam Richard

Date:

September 7, 2018

Re:

Seattle Hill Road Preservation Project Noise

Dear Mr. Mahmoud,

A newly paved asphalt concrete pavement will have much better roughness than old pavement, since it will be built per the state standard for compaction and smoothness. The new pavement will be free of cracking, rutting, raveling and other type of pavement distress. Driving on a smooth surface will generate less noise under the same conditions.

Pavements are given a surface rating. Similar to pavement roughness, the pavement condition rating is considered to be a measure of distress at the pavement surface. The rating is typically highest immediately after construction or rehabilitation and gradually decreases as cracking, rutting, raveling and other types of distress accumulate. As these distresses increase the texture or roughness of the pavement surface, they impact the noise generation.

Therefore, the new pavement on Seattle Hill Road will generate much less noise under the same traffic condition as today. A good example of this is the current SR 92 grind and overlay project at the north end of the city. It is much quieter to drive the new overlaid sections then the existing non overlaid sections.



# Seattle Hill Road Pavement Preservation – Construction Contract Award

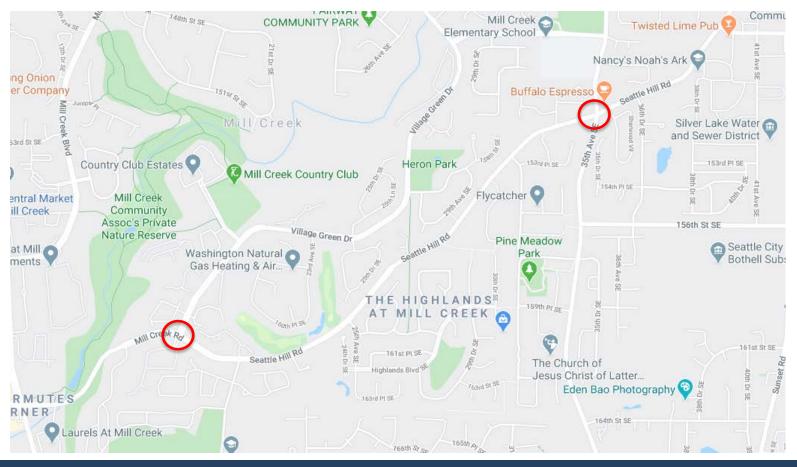
February 25th, 2020

# AGENDA ITEM #B

# Agenda

- Project Overview
- Project Funding
- Construction Contract
- Next Steps

# Project Overview



# AGENDA ITEM #B

# Project Overview

- 2" Grind and overlay between Village Green Drive and 35<sup>th</sup> Ave SE
- Replace damaged median curbs
- Upgrade ADA curb ramps
- Install accessible pedestrian signal (APS) at two signalized intersections



# AGENDA ITEM #B

# Project Funding

- \$720,000 Federal Grant
- \$1,135,000 Local Funds (REET)
- Total Construction Budget: \$1,855,000.00



# **Construction Contract**

- 11 Bids Received
- Apparent Low Bidder: RW Scott Construction
- Lowest Responsible Bidder: Kamins Construction

Engineer's Estimate	RW Scott Construction Co.	Kamins Construction	SRV Construction Inc.				
\$1,272,600.00	Bid Withdrawn	\$1,212,917.28	\$1,219,991.65				



# GENDA ITEM #E

# Construction Budget

Item	Contract	Amount
1	Kamins Construction	\$1,212,917.28
2	Construction Management	\$240,000.00
3	Contingency	\$131,000.00
	Total	\$1,583,917.28



# AGENDA ITEM #B

# Next Steps

- ILA with AWWD (tonight)
- Construction Management Award
- Communication and Coordination with stakeholders
- Construction April 2020 (Concrete Work)
   June 2020 (Grind and Overlay)
- Completion September 2020

# Proposed Motion

 Authorize City Manager to execute construction contract with Kamins Construction in a not to exceed amount of \$1,212,917.28



# AGENDA ITEM #B.

# Thank You

Matthew Feeley, PE Supervising Engineer





Agenda Item #\_\_\_\_\_\_
Meeting Date: **February 25, 2020** 

# CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: INTERLOCAL AGREEMENT BETWEEN ALDERWOOD WATER

AND WASTEWATER DISTRICT AND THE CITY OF MILL CREEK REGARDING THE SEATTLE HILL ROAD PAVEMENT

PRESERVATION PROJECT

# PROPOSED MOTION:

Authorize the City Manager to execute an Interlocal Agreement (ILA) with Alderwood Water and Wastewater District (AWWD) in order for the City to be reimbursed by the District for 100% percent of the costs associated with utility adjustment work related to water valves and sewer manhole covers.

# **KEY FACTS AND INFORMATION SUMMARY:**

The scope of the Seattle Hill Road Pavement Preservation project includes: a full width, two-inch grind and overlay, reconstructing damaged extruded concrete curbs around the landscaped medians, upgrade curb ramps to current ADA standards, and upgrade existing pedestrian pushbuttons to accessible pedestrian signals. The overlay work will require the adjustment of AWWD owned water valves and sewer manholes to match the grade of the new pavement surface. In order to reduce the possibility of delays, AWWD and the City have agreed to have the City's contractor conduct this utility grade adjustment.

Per the attached ILA, the District shall be solely responsible for all costs associated with this utility work and reimburse the City in accordance with the terms of the agreement. The City will be reimbursed for costs associated with construction and construction management for an estimated amount of \$34,701.75. Reimbursement amount will be based on actual contract costs.

# CITY MANAGER RECOMMENDATION:

The City Manager recommends the City Council 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 \$14,605.

# **ATTACHMENTS:**

 Attachment: Interlocal Agreement between Alderwood Water and Wastewater District and the City of Mill Creek

Respectfully Submitted:

Michael Ciaravino
Michael Ciaravino
City Manager

# INTERLOCAL AGREEMENT CITY OF MILL CREEK AND

# ALDERWOOD WATER & WASTEWATER DISTRICT REGARDING THE SEATTLE HILL ROAD PRESERVATION PROJECT (W1809)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MILL CREEK, a municipal corporation (the "City") located at 15728 Main Street, Mill Creek, WA 98012, and ALDERWOOD WATER & WASTEWATER DISTRICT, a public utility district (the "District") located at 3626 156<sup>th</sup> Street SW, Lynnwood, WA 98087, individually a "Party" and collectively the "Parties", for the purposes set forth below.

### Recitals

WHEREAS, the City has concluded that the Seattle Hill Road Preservation Project (the "Project"), is necessary in order to provide an acceptable level of transportation services; and,

WHEREAS, the District operates and maintains existing water and sanitary sewer facilities in the public road rights-of-way; and,

WHEREAS, the District holds franchises for occupancy of public road rights-of-way and is required, as a condition of its franchises and state law, to relocate and adjust its facilities at its own expense to accommodate public road improvements; and,

WHEREAS, in the course of the Project, it is advantageous for the District to have the City's contractor adjust the District's existing facilities, (the "Utility Work"); and,

WHEREAS, the City is the lead agency for the construction of the Project; and,

WHEREAS, it is advantageous for the project schedule to include the District's facility adjustments in the City's Design Contract; and it is deemed to be in the best interest of the public and the District to include necessary items of work, as requested by the District, into the City's construction contract proposed for this Project; and,

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to chapter 39.34 RCW in order to jointly accomplish the Project.

NOW, THEREFORE, the City and District wish to enter into this Agreement outlining the work and associated cost for the adjustment of District's manhole covers and valve boxes within the Project limits.

W1809 Seattle Hill Road - City of Mill Creek ILA

## I. OBJECTIVE OF AGREEMENT

The objective of this agreement is to set forth the mutual obligations and rights of the City and the District for the accomplishment of the Utility Work, also known as District Project No W1809 Seattle Hill Road Adjustment and described in Exhibits "A" and "B" which are attached hereto and incorporated herein by this reference.

### II. RESPONSIBILITIES OF THE PARTIES

- A. The City shall act as the lead agency on the Project and will be responsible for compliance with the Local Agency Guidelines published by the Washington State Department of Transportation, during the design and construction phases of the Project. The City's Project Manager shall act as the administrator of this cooperative undertaking.
- B. The City shall (i) have the City's Design Contract include the Utility Work into the City's plans and specifications; (ii) print and distribute the Contract Specifications and Plans; (iii) administer the advertisement for construction; and (iv) award and administer the contract, including accountings, making payments to the Contractor, and keeping the Project records.
- C. The City, acting for and on behalf of the District, shall provide construction management and inspection for the District. The City will provide copies of all daily inspection reports for work involving the District's Utility Work on a weekly or other agreed upon interval. Inspection of construction activities shall not constitute a guarantee or warranty of the adequacy of performance.
- D. The District shall be solely responsible for all costs associated with the Utility Work and reimburse the City in accordance with the terms of Section V below.
- E. The District shall make all reasonable efforts to cooperate with the City's Contractor in facilitating the Utility Work and make necessary personnel available so as to not delay the Contractor's construction schedule.
- F. The District shall, within ten (10) calendar days after notification of completion of the Utility Work, issue notification of any deficiencies or issue written notification of acceptance. The City's Contractor will correct the deficiencies. If, after the ten (10) day period, notification has not been received by the City, the Utility Work shall be considered complete and accepted by the District.
- G. The District may, if it desires, furnish an inspector on the Project. Any costs for such inspection will be borne solely by the District. All contact between said inspector and the City's contractor shall be through the City's on-site representative who will be identified by the City.
- H. The District shall maintain any utility facilities constructed under this Agreement

W1809 Seattle Hill Road - City of Mill Creek ILA

from the date of acceptance of the facilities by the District. In accordance with this Agreement and the terms of the District's franchise, the cost of any future improvements and/or maintenance, repairs, or corrections to any utility facilities covered under the terms of this Agreement shall be the exclusive responsibility of the District unless covered under the contract performance period.

- I. The performances of the duties of the parties provided hereby shall be done in accordance with standard operating procedures and customary practices of the parties.
- J. No provision of this Agreement shall relieve either party of its public agency obligations and or responsibilities imposed by law.
- K. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

## III. DURATION OF AGREEMENT

This Agreement shall become effective immediately upon the signing of all parties and recording with the Snohomish County Auditor and shall remain in effect until the Utility Work has been accepted by the District and the District has paid the City in full. The Parties anticipate that the Project will be completed by December 2020.

# IV. SEPARATE ENTITY NOT CREATED

No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington. The identity of the parties hereto is as set forth hereinabove.

# V. FINANCING

- A. The District agrees to set aside funds for payment to the City for the Utility Work in an amount not less than the estimate of cost for the Utility Work Design; cost for the bid items for the Utility Work and for an amount necessary to reimburse the City for construction management, inspection and administration services related to the Utility Work. The Districts' estimate of costs is shown in Exhibits "A" and "B", which are attached hereto and incorporated herein.
- B. The City shall provide the District with properly executed invoices showing expenditures on the District's portion of the Project. Invoices shall be based on Contractor's unit price bid on the Utility Work. Invoices shall be paid by the District within thirty (30) days of receipt by the District. Payment by the District shall not constitute an agreement as to the appropriateness of any item or acceptance of the work so represented.
- C. The District shall pay the City for the following costs:

W1809 Seattle Hill Road - City of Mill Creek ILA

- (i) 100 percent of the final cost of all contract items related to the District's Utility Work, as shown in the bid proposal of the successful bidder; and
- (ii) The cost of any extra work associated with the Utility Work within the 15% contingency, and any costs for extra work that have been approved in accordance with Section VII.

## VI. TERMINATION

- A. This Agreement may be terminated in whole or in part, for convenience without cause, prior to the termination date specified in Paragraph III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Paragraph III, upon thirty (30) days advance written notice. Reasons for termination for may include, but are not limited to, non-performance; misuse of funds; and/or failure to provide related reports/invoices/statements as specified in Paragraph II.
- C. If the Agreement is terminated as provided in this section: (I) each Party will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) each Party shall be released from any obligation to provide further services pursuant to this Agreement. [If either of these two are applicable to this agreement.]
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

## VII. AMENDMENTS

This Agreement may be amended at any time by written agreement of both Parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope.

There may be unforeseen conditions requiring immediate resolution during the construction phase of this agreement such as construction disputes and claims, changed conditions and changes in the construction work. Reimbursement for increased construction management and/or construction contract amount shall be limited to costs covered by a modification, change order or extra work order approved as follows:

A. Should it be determined that any change from the contract plans and specifications is required, the City, through the Public Works Director, shall have authority to make such changes up to the amount of the "Contingency" shown in Exhibit

W1809 Seattle Hill Road - City of Mill Creek ILA

"B" as may be adjusted in accordance with the accepted bid price.

- B. Any change in the work which would cause the "Grand Total" cost to exceed the amount shown in Exhibit "B", will require a Letter of Understanding, signed by both the City's Public Works Director or his/her designee and the District's General Manager or his/her designee, describing changed scope of work and estimated change in the Utility Work cost.
  - (i) Should it be determined that any changes from the contract plans and speculations is required, the City, through the Public Works Director, shall have the authority to make such changes up to the amount of he "Contingency" shown in Exhibit "B" as may be adjusted in accordance with the accepted bid price.
  - (ii) Any changes in the work which would cause the "Grand Total" cost to exceed the amount shown in Exhibit "B", will require a Letter of Understanding, signed by both the City's Public Works Director or his/her designee and the District's General Manger of his/her designee, describing changed scope of work and estimated change in the Utility Work cost.
  - (iii) Each party, in the event of a claim by the construction contractor, shall be responsible for its share of a claim filed by the contractor arising out of that party's portion of the Scope of Work.

# VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. The DISTRICT agrees to defend, hold harmless and indemnify the CITY and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of the DISTRICT's participation in this Project including any act or omissions of the DISTRICT, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the DISTRICT or otherwise. The DISTRICT further agrees to defend at its own expense all suits or actions of whatsoever nature brought against the DISTRICT or the CITY, arising from the DISTRICT's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the CITY and the DISTRICT shall be shared, based upon the percentage of fault attributed to each party as either mutually agreed or determined by the trier of fact.
- B. The CITY agrees to defend, hold harmless and indemnify the DISTRICT and its elected and appointed officials, agents and employees from and against any and all claims, costs, demands and obligations of whatsoever nature arising by reason of the CITY's participation in this Project including any act or omissions of the CITY, its employees, agents, contractors or elected or appointed officials, whether attributable to the negligence of the CITY or otherwise. The CITY further agrees to defend at its own expense all suits or actions of whatsoever nature brought against the DISTRICT or the CITY, arising

W1809 Seattle Hill Road - City of Mill Creek ILA

from the CITY's participation in this Project. All claims, demands and obligations resulting from the concurrent negligence of the CITY and the DISTRICT shall be shared, based upon the percentage of fault attributed to each party as either mutually agreed or determined by the trier of fact.

C. The CITY and the DISTRICT hereby specifically and expressly waive any and all immunity under industrial insurance, Title 51 of the Revised Code of Washington, and agree that the foregoing waiver was mutually negotiated by the parties. Further, the indemnification obligations of the parties under this Agreement shall not be limited in any way by insurance or any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts or other employee benefits acts; provided, however, that the parties' waiver of immunity by the provisions of this section extends only to claims against the DISTRICT by the CITY or claims against the CITY by the DISTRICT and does not include, or extend to, any claims by the parties' employees directly against either party or claims by any third-party contractor against either party.

## IX. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

## X. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the City of Mill Creek and District at the addresses provided below

Matt Feeley, PE Supervising Engineer City of Mill Creek 15728 Main Street Mill Creek, WA 98012 Dan Scheil, PE Engineer Capital Projects Department 3626 156th Street SW Lynnwood, WA 98087

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

W1809 Seattle Hill Road - City of Mill Creek ILA

# XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

# XII. WAIVER OF SUBROGATION

The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured against under fire insurance contracts including any extended coverage endorsements thereto which are customarily available from time to time in the State of Washington, provided, that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of the District or the City.

## XIII. COMPLIANCE WITH REGULATIONS AND LAWS

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. This Agreement shall be deemed to be made and construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in Snohomish County, Washington.

# XIV. ASSIGNMENT

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

## XV. ATTORNEYS' FEES

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

# XVI. NONDISCRIMINATION

Each of the parties, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or the presence of any sensory, mental or physical handicap be

W1809 Seattle Hill Road - City of Mill Creek ILA

discriminated against or receive discriminator	ry treatment by reason thereof.							
XVII. FILING								
Copies of this Agreement shall be filed with the Auditor's Office of the county in Washington State in which the property or project is located, the Secretary of State of the State of Washington; and the respective Clerks of the parties hereto; Provided that as an alternative, the Agreement may be listed by subject on the City's web site or other electronically retrievable public source.								
IN WITNESS WHEREOF this Agreement	has been executed by each party on the date							
set forth below:								
	Tell Carle							
Michael Ciaravino, City Manager	Jeff Clarke, General Manager							
	12/23/19							
Date	Date							
executed the within and foregoing instrument, and ack	, 20 before me, personally appeared, to me known to be the second way. and agency], a municipal corporation, the corporation that nowledged said instrument to be the free and voluntary							
act and deed of said corporation, for the uses and purpo authorized to execute said instrument, and the seat of sa	oses therein mentioned, and on oath stated that they were aid municipal corporation is affixed hereon.							
WITNESS my hand and official seal hereto the day and	year in this certificate first above written.							
JOHAM  SION EL CO  OTAR L  ON OTA	NOTARY PUBLIC in and for the State of Washington, residing at Machine My Commission Expires: 6.30.23							

W1809 Seattle Hill Road - City of Mill Creek ILA

STATE OF WASHINGTON )					
) ss. COUNTY OF )					
	20 hefore me personally appears	ed			
and, to me km	nown to be the City Manager of the City of Mill Creek,	a			
ON THIS day of, 20, before me, personally appeared and, to me known to be the City Manager of the City of Mill Creek, a municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein					
mentioned, and on oath stated that they were authorize	zed to execute said instrument.				
WITNESS my hand and official seal hereto the day a	and year in this certificate first above written.				
	NOTARY PUBLIC in and for the State of				
	Washington, residing at				
	My Commission Expires:				
W1809 Seattle Hill Road – City of Mill Creek ILA	Page 9				

# **EXHIBIT A**

# ALDERWOOD WATER & WASTEWATER DISTRICT UTILITY CONSTRUCTION ASSOCIATED WITH SEATTLE HILL ROAD PRESERVATION PROJECT ALDERWOOD WATER & WASTEWATER DISTRICT PROJECT NO. W1809

# **Utility Work Description**

Alderwood Water & Wastewater District, in conjunction with City of Mill Creek Seattle Hill Road Preservation Project, will have the City's Contractor adjust water valve boxes and sewer manholes to grade after pavement work is done. An estimate of the scope of Utility Work and the costs associated with it, based on the preliminary design, is as follows:

DESCRIPTION	PLAN QTY	UNIT	UNIT COST	TOTAL COST
Adjust Manhole (S.P. 7-05)	3	EA	\$ 950	\$ 2,850.00
Adjust Water Valve Box (S.P. 7-12)	28	EA	\$ 750	\$ 21,000.00
Total Improvement Costs				\$ 23,850.00

# **EXHIBIT B**

# ALDERWOOD WATER & WASTEWATER DISTRICT UTILITY CONSTRUCTION ASSOCIATED WITH SEATTLE HILL ROAD PRESERVATION PROJECT ALDERWOOD WATER & WASTEWATER DISTRICT PROJECT NO. W1809

# **Preliminary Cost Summary**

Total Improvement Cost	\$	23,850.00
Sales Tax on Bid Items (Included in Unit Prices at <u>10.5</u> %)	\$	2,504.25
Contingency (15% of Improvement Costs)	\$	3,577.50
Subtotal		29,931.75
Engineering Design	\$	0,00
Construction Management, Contract		
Administration, Construction Inspection, & Overhead		
(Estimated at 20% of Improvement Costs)	\$	4,770.00
Total Estimated Utility Work Costs	\$	34.701.75



Agenda Item #					
<b>Meeting Date:</b>	February	25,	2020		

# CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: POLICE DEPARTMENT UPDATE TO COUNCIL REGARDING

DATA METRICS FOR TWO (2) POLICE CRUISER PURCHASES

FROM APPROVED BUDGET

# PROPOSED MOTION:

None.

# **KEY FACTS AND INFORMATION SUMMARY:**

This update is intended to describe the current state of the police department fleet, the process for deciding whether to purchase a new vehicle(s), the analysis that drives that decision, the short-term and long-term goals for the fleet, and how we get there. In the 2019-2020 biennial budget, the Council approved the equipment replacement funds allowing the City to purchase five (5) vehicles:

- 2019 Ford Explorer SUV AWD (Deputy Chief)
- 2019 Ford F-150 truck (Detectives)
- 2019 Chevy Tahoe PPV 4WD (Traffic)
- 2020 Ford Police Interceptor SUV (Patrol)
- A replacement for the 2009 Ford F-150 truck (Police Support Officer)

The purchase of the 2009 Ford F-150 PSO truck replacement was pushed to the 2021-2022 biennium. Instead, the budgeted 2019-2020 funds were used to purchase a second 2020 Ford Police Interceptor SUV (Patrol). These two (2) 2020 Ford Police Interceptor SUVs were ordered in February 2019 and weren't delivered until January and February 2020. They are currently being equipped and will be in service soon.

A mid-biennial budget amendment was approved to purchase two (2) 2020 Ford Police Interceptor SUVs for patrol in 2020 and the purchase of a 2017 BMW Motorcycle (Traffic) purchased in 2019.

The current fleet, not including the two (2) delivered SUVs, consists of eighteen (18) vehicles:

- Four (4) primary patrol vehicles
- Two (2) traffic vehicles
- Two (2) SRO vehicles (one of which serves as the K9 breakdown vehicle)
- Two (2) detectives vehicles
- One (1) K9 vehicle
- One (1) PSO vehicle
- Two (2) administration vehicles (Chief and Deputy Chief)
- One (1) patrol/training/breakdown vehicle
- One (1) training/volunteer vehicle
- One (1) volunteer vehicle (Jeep)
- One (1) special event vehicle (Old 410)

City Council Agenda Summary Page 2

Having only four (4) primary patrol vehicles requires 3-4 officers to be assigned to each vehicle. Vehicles with three (3) officers assigned are driven 36 out of every 48 hours and vehicles with four (4) officers assigned are driven 24 hours a day. This near constant use results in additional wear and tear and increased maintenance costs. Two (2) sergeants are driving Car 33 to ease the burden. The two (2) assigned traffic vehicles provide some relief when they work, but Traffic Officer Bittinger parks his motorcycle and drives a patrol vehicle when there are only three (3) officers on duty. The addition of the delivered 2020 Ford Police Interceptor SUVs will bring the number of primary patrol vehicles to six (6), which will result in five (5) vehicles with two (2) officers assigned and one (1) vehicle with three (3) officers assigned. However, it will require us to keep all of the depreciated vehicles and we will have no breakdown vehicles. Breakdown vehicles are driven when primary patrol vehicles are in for maintenance, when damage is being repaired, or when they are seized as evidence (e.g. an officer-involved shooting) and do not include vehicles assigned to specialty units.

The police department is intending to use the amended budget funds to purchase two (2) additional 2020 Ford Police Interceptor SUVs before the state bid ordering deadline of March 31, 2020. This will allow the use of Car 40 and 41 to transition from primary patrol vehicles to training/breakdown vehicles that will be available for use when the officers need to respond to an incident that the previous shift is still on.

While it is important for budgeting purposes to schedule vehicle replacement funds on the basis of years of anticipated service, the police department, in collaboration with the Finance Department, will conduct an analysis at the beginning of each calendar year to determine whether a budgeted vehicle replacement should be made or whether the replacement can wait. This analysis will include years of anticipated service, current and projected mileage, and current and projected maintenance costs. Projected costs, rather than actual mileage and maintenance costs, are necessary since vehicles are not delivered until approximately twelve (12) months after they are ordered. The intent is to use end of calendar year projections of a minimum of five (5) years of use and 90,000 miles (within 10% of 100,000 miles) as benchmarks, while still allowing for an earlier than anticipated replacement for a vehicle with high maintenance costs. Based on our current projections, Car 40 and 41 will be eligible for replacement at the end of 2020.

The long-term goal is to have a fleet consisting of vehicles with less than 100,000 miles and enough vehicles to limit the use of each primary patrol vehicle to twelve (12) hours in any twenty-four (24) hour period.

# **ATTACHMENTS:**

- Funding schedule
- Replacement Summary spreadsheet
- Fleet Maintenance spreadsheet

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino City Manager



#### **Mill Creek Police Department**



Fleet Maintenance Summary 2/19/2020

Car No.	Year Make Model	Vehicle Type	Replace?	Eligible For Replacement Now?	Useful Life	Useful Mileage	Inception Date	Anticipated Replacement Date	Maintenance Costs	Years in Service	Average Maintenance per Year	Approximate Mileage	Average Maintenance per Mile	Years to Replacement Date	Projected Maintenance at Replacement Date
8	1998 Jeep Cherokee	Support	No	No	7	100,000	1/1/1998		No Data	22.15		No Data			
29	2009 Dodge Avenger	Support	No	No	7	100,000	1/2/2009		No Data	11.14		No Data			
31	2009 Chevy Tahoe	Administration and Training	No	No	7	100,000	8/1/2009		\$ 25,357.80	10.56	\$ 2,401.56	No Data			
32	2009 Ford F-150	Support	Yes	Yes	7	100,000	1/13/2009	12/30/2021	\$ 11,286.55	11.11	\$ 1,016.18	98,650	\$ 0.01	1.86	\$ 13,179.71
33	2011 Chevy Tahoe	Primary Patrol	No	No	5	100,000	5/11/2011		\$ 24,737.25	8.78	\$ 2,816.31	110,360	\$ 0.03		
38	2013 Ford Interceptor Sedan	Specialty	No	No	5	100,000	2/5/2013		\$ 10,611.61	7.04	\$ 1,507.10	60,904	\$ 0.02		
39	2014 Ford Interceptor Sedan	Specialty	No	No	5	100,000	11/13/2013		\$ 15,848.29	6.27	\$ 2,527.14	109,374	\$ 0.02		
40	2015 Ford Interceptor Utility	Primary Patrol	Yes	Yes	5	100,000	4/20/2015	12/31/2020	\$ 19,700.96	4.84	\$ 4,071.83	101,792	\$ 0.04	0.87	\$ 23,226.16
41	2015 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	4/20/2015	12/31/2020	\$ 8,230.63	4.84	\$ 1,701.12	80,988	\$ 0.02	0.87	\$ 9,703.38
42	2016 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	8/27/2015	12/31/2021	\$ 7,784.76	4.48	\$ 1,735.76	75,945	\$ 0.02	1.87	\$ 11,023.26
43	2016 Ford Interceptor Utility	Specialty	Yes	No	5	100,000	8/27/2015	12/31/2021	\$ 4,942.34	4.48	\$ 1,101.99	60,849	\$ 0.02	1.87	\$ 6,998.38
44	2016 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	8/27/2015	12/31/2021	\$ 11,783.06	4.48	\$ 2,627.26	60,690	\$ 0.04	1.87	\$ 16,684.87
45	2015 Ford Interceptor Sedan	Administration	Yes	No	7	100,000	4/24/2015	12/31/2022	\$ 905.65	4.83	\$ 187.61	32,876	\$ 0.01	2.87	\$ 1,443.28
46	2019 Ford Explorer	Administration and Training	Yes	No	7	100,000	3/25/2019	12/31/2026	No Data	0.91		6,000		6.87	ERROR
47	2019 Ford F150	Support	Yes	No	7	100,000	7/15/2019	12/31/2026	No Data	0.60		3,000		6.87	ERROR
48	2019 Chevy Tahoe	Specialty	Yes	No	5	100,000	7/31/2019	12/31/2024	No Data	0.56		2,898		4.87	ERROR
49	2020 Ford Utility AWD Explorer	Primary Patrol	Yes	No	5	100,000	12/31/2020	12/31/2025	\$ -	ERROR		-		5.87	ERROR
50	2020 Ford Utility AWD Explorer	Primary Patrol	Yes	No	5	100,000	12/31/2020	12/31/2025	\$ -	ERROR		-		5.87	ERROR
410	1985 Ford LTD	Support	No	No	7	100,000	8/30/2016	NA	No Data	3.47		No Data			
M2	BMW	Specialty	Yes	No	5	100,000	3/26/2019	12/31/2024	\$ 623.46	0.90	\$ 689.58	6,700	\$ 0.10	4.87	\$ 3,980.70



#### Mill Creek Police Department



AGENDA ITEM #D.

#### Fleet Funding Schedule As of February 2020

											- ,	-										
Car No.	Year Make Model	Vehicle Type	Vehicle Use	Useful Life	Useful Mileage	Inception Date	Purchase Price	Anticipated Replacement Date	Inflation Rate	Replacement Cost	Approx Mileage						Funding Schedu					
	T	•	ı									2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
8	1998 Jeep Cherokee	Support	Citizens Patrol			1/1/1998		No Replacement			N/A											
29	2009 Dodge Avenger	Support	Detectives			1/2/2009	\$ 20,175.58	No Replacement	10%	\$ 22,193.14	N/A											
31	2009 Chevy Tahoe	Administration/ Training	Administration/ Training			8/1/2009	\$ 30,443.04	No Replacement			UNK											
32	2009 Ford F-150	Support	PSO	5	100,000	1/13/2009	\$ 26,841.71	3/28/2014	10%	\$ 29,525.88	98,650											
33	2011 Chevy Tahoe	Patrol/Training	Primary Patrol			5/11/2011	\$ 41,207.83	No Replacement			109,746											
38	2013 Ford Interceptor Sedan	Specialty	SRO			2/5/2013	\$ 39,909.35	No Replacement			60,826											
39	2014 Ford Interceptor Sedan	Specialty	SRO			11/13/2013	\$ 38,135.90	No Replacement			109,374											
40	2015 Ford Interceptor Utility	Primary Patrol	Primary Patrol	5	100,000	4/20/2015	\$ 50,935.61	12/31/2020	10%	\$ 56,029.17	100,377	\$ 11,205.83	\$ 11,205.83	\$ 11,205.83	\$ 11,205.83	\$ 11,205.83						
41	2015 Ford Interceptor Utility	Primary Patrol	Primary Patrol	5	100,000	4/20/2015	\$ 50,445.56	12/31/2020	10%	\$ 55,490.12	80,184	\$ 11,098.02	\$ 11,098.02	\$ 11,098.02	\$ 11,098.02	\$ 11,098.02						
42	2016 Ford Interceptor Utility	Primary Patrol	Primary Patrol	5	100,000	8/27/2015	\$ 45,868.25	12/31/2021	10%	\$ 50,455.08	74,801		\$ 10,091.02	\$ 10,091.02	\$ 10,091.02	\$ 10,091.02	\$ 10,091.02					
43	2016 Ford Interceptor Utility	Specialty	К9	5	100,000	8/27/2015	\$ 49,862.44	12/31/2021	10%	\$ 52,355.56	60,849		\$ 10,471.11	\$ 10,471.11	\$ 10,471.11	\$ 10,471.11	\$ 10,471.11					
44	2016 Ford Interceptor Utility	Primary Patrol	Primary Patrol	5	100,000	8/27/2015	\$ 49,862.44	12/31/2021	10%	\$ 54,848.68	60,149		\$ 10,969.74	\$ 10,969.74	\$ 10,969.74	\$ 10,969.74	\$ 10,969.74					
45	2015 Ford Interceptor Sedan	Administration	Chief	7	100,000	4/24/2015	\$ 27,189.60	12/31/2022	10%	\$ 28,549.08	32,876	\$ 4,078.44	\$ 4,078.44	\$ 4,078.44	\$ 4,078.44	\$ 4,078.44	\$ 4,078.44	\$ 4,078.44				
46	2019 Ford Explorer	Administration	Deputy Chief	7	100,000	3/25/2019	\$ 39,361.45	12/31/2026	10%	\$ 41,329.52	N/A					\$ 5,904.22	\$ 5,904.22	\$ 5,904.22	\$ 5,904.22	\$ 5,904.22	\$ 5,904.22	\$ 5,904.22
47	2019 Ford F150	Support	Detectives	7	100,000	7/15/2019	\$ 46,227.05	12/31/2026	10%	\$ 50,849.76	N/A					\$ 7,264.25	\$ 7,264.25	\$ 7,264.25	\$ 7,264.25	\$ 7,264.25	\$ 7,264.25	\$ 7,264.25
48	2019 Chevy Tahoe	Specialty	Traffic	5	100,000	7/31/2019	\$ 56,842.17	12/31/2024	10%	\$ 62,526.39	2,898					\$ 12,505.28	\$ 12,505.28	\$ 12,505.28	\$ 12,505.28	\$ 12,505.28		
49	2020 Ford Utility AWD Explorer	Primary Patrol	Primary Patrol	5	100,000	TBD		12/31/2025	10%	\$ -							\$ -	\$ -	\$ -	\$ -	\$ -	
50	2020 Ford Utility AWD Explorer	Primary Patrol	Primary Patrol	5	100,000	TBD		12/31/2025	10%	\$ -												
410	1985 Ford LTD	Support	Special Events			8/30/2016		No Replacement			N/A											
M2	BMW	Specialty	Traffic	5	100,000	3/26/2019	\$ 21,009.00	12/31/2024	10%	\$ 22,059.45	6,700					\$ 4,411.89	\$ 4,411.89	\$ 4,411.89	\$ 4,411.89	\$ 4,411.89		
					Funding	g Schedule Annual	Totals					\$ 26,382.30	\$ 57,914.16	\$ 57,914.16	\$ 57,914.16	\$ 87,999.80	\$ 65,695.94	\$ 34,164.08	\$ 30,085.64	\$ 30,085.64	\$ 13,168.47	\$ 13,168.47



#### **Mill Creek Police Department**

### Replacement Summary 2/19/2020

Car No.	Year Make Model	Vehicle Type	Replace?	Eligible For Replacement Now?	Useful Life	Useful Mileage	Inception Date	Anticipated Replacement Date	Projected to be Eligible at Replacement Date?	Approximate Mileage	Years in Service	Average Miles per Year
8	1998 Jeep Cherokee	Support	No	No	7	100,000	1/1/1998	NA	NA	No Data	22.15	NA
29	2009 Dodge Avenger	Support	No	No	7	100,000	1/2/2009	NA	NA	No Data	11.14	NA
31	2009 Chevy Tahoe	Administration and Training	No	No	7	100,000	8/1/2009	NA	NA	No Data	10.56	NA
32	2009 Ford F-150	Support	Yes	Yes	7	100,000	1/13/2009	12/30/2021	NA	98,650	11.11	8,881.91
33	2011 Chevy Tahoe	Primary Patrol	No	No	5	100,000	5/11/2011	NA	NA	110,360	8.78	12,564.38
38	2013 Ford Interceptor Sedan	Specialty	No	No	5	100,000	2/5/2013	NA	NA	60,904	7.04	8,649.79
39	2014 Ford Interceptor Sedan	Specialty	No	No	5	100,000	11/13/2013	NA	NA	109,374	6.27	17,440.59
40	2015 Ford Interceptor Utility	Primary Patrol	Yes	Yes	5	100,000	4/20/2015	12/31/2020	Yes	101,792	4.84	21,038.55
41	2015 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	4/20/2015	12/31/2020	Yes	80,988	4.84	16,738.74
42	2016 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	8/27/2015	12/31/2021	Yes	75,945	4.48	16,933.37
43	2016 Ford Interceptor Utility	Specialty	Yes	No	5	100,000	8/27/2015	12/31/2021	No	60,849	4.48	13,567.43
44	2016 Ford Interceptor Utility	Primary Patrol	Yes	No	5	100,000	8/27/2015	12/31/2021	No	60,690	4.48	13,531.98
45	2015 Ford Interceptor Sedan	Administration	Yes	No	7	100,000	4/24/2015	12/31/2022	No	32,876	4.83	6,810.30
46	2019 Ford Explorer	Administration and Training	Yes	No	7	100,000	3/25/2019	12/31/2026	No	6,000	0.91	6,616.31
47	2019 Ford F150	Support	Yes	No	7	100,000	7/15/2019	12/31/2026	No	3,000	0.60	5,000.00
48	2019 Chevy Tahoe	Specialty	Yes	No	5	100,000	7/31/2019	12/31/2024	No	2,898	0.56	5,210.69
49	2020 Ford Utility AWD Explorer	Primary Patrol	Yes	No	5	100,000	12/31/2020	12/31/2025	No	-	ERROR	
50	2020 Ford Utility AWD Explorer	Primary Patrol	Yes	No	5	100,000	12/31/2020	12/31/2025	No		ERROR	
410	1985 Ford LTD	Support	No	No	7	100,000	8/30/2016	NA	NA	No Data	3.47	NA
M2	BMW	Specialty	Yes	No	5	100,000	3/26/2019	12/31/2024	No	6,700	0.90	7,410.61



Agenda Item #\_\_\_\_\_\_
Meeting Date: February 25, 2020

#### CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SNOHOMISH COUNTY ARTS COMMISSION SMALL GRANT OPPORTUNITY

#### PROPOSED MOTION:

Motion to authorize the City Manager to apply for a grant opportunity in the amount of \$2000.00 to the Snohomish County Arts Commission.

#### **KEY FACTS AND INFORMATION SUMMARY:**

In accordance with the newly defined grant application process, the Communications & Recreation Department (on behalf of the City's Arts & Beautification Advisory Board) is seeking approval from City Council to submit an Arts Commission grant application.

Snohomish County's Arts Commission is currently accepting grant applications for funding 2020 projects that demonstrate arts and culture enrichment in our community. The Arts Commission's mission is to cultivate a vibrant community of culture-enriching organizations. The Commission developed this small grant program as a way to support a wide range of cultural opportunities that celebrate, appreciate and participate in the diverse arts and culture of the county. The Commission sees the arts as a touchstone of community life and the grant programs serve as investments in our creative community.

In fall of 2019, the Communications & Recreation Department (on behalf of the City's Arts & Beautification Advisory Board) contracted with a trusted graphic designer to produce the Heritage Preservation Panels. Designer Chris Baldwin embedded the copy and graphics onto five high pressure laminate sign panels measuring ½" thick. Construction entailed surface papers encapsulated with melamine resins and pressed over recycled Kraft paper core sheets impregnated with phenolic resin. Five beautifully produced panels are now sitting complete.

The Arts & Beautification Board would like to immediately pursue \$2,000 to support the panel installation process. The grant funding would partially cover the estimated costs of infrastructure materials and installation. The panels are slated to be installed within the frame of the highly trafficked bridge in Mill Creek Town Center, just north of 153rd Street. The A&B Board hopes that once installed, the panels become a permanent, artistic landmark in Mill Creek.

The Arts Commission has \$24,000 available in grant funding and will award up to \$2,000 in reimbursement for an organization's designated project. The application deadline is February 28, 2020.

#### **CITY MANAGER RECOMMENDATION:**

Motion to authorize the City Manager to apply for a grant opportunity in the amount of \$2000.00 to the Snohomish County Arts Commission.

#### **ATTACHMENTS:**

Attachment 1: 2020 Snohomish County Arts Commission Small Grant Application

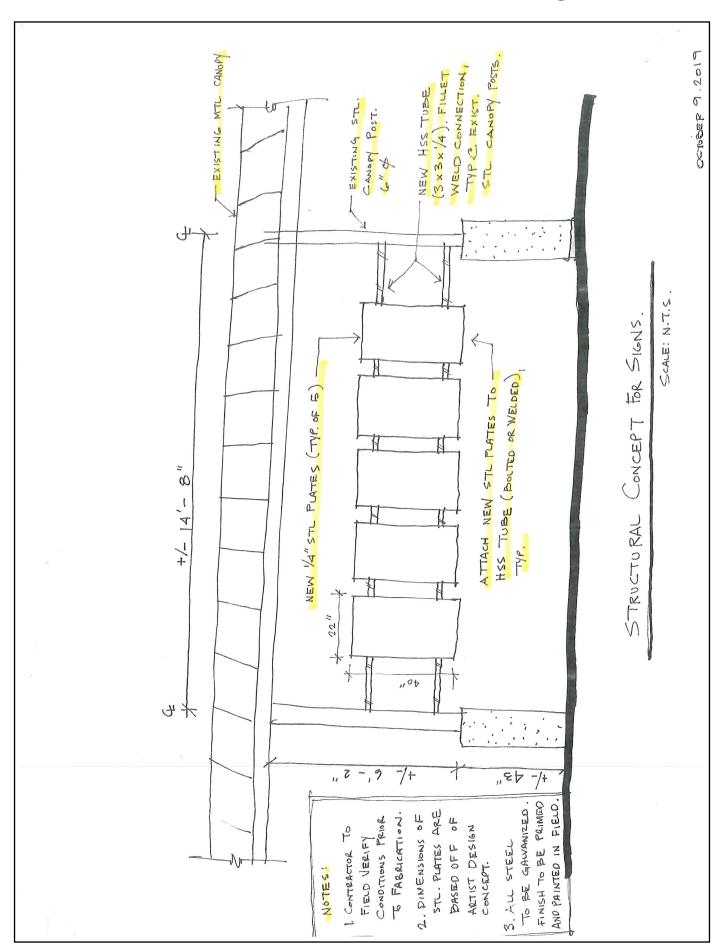
Attachment 2: Heritage Panels (Engineering Sketches)

Attachment 3: Panel Placement

Respectfully Submitted:

Michael G. Ciaravino Michael G. Ciaravino City Manager

#### AGENDA ITEM #E.





**THE SNOHOMISH COUNTY ARTS COMMISSION** cultivates and enhances a vibrant community of artists and arts organizations by connecting citizens with a range of cultural opportunities to celebrate, appreciate and participate in the diverse arts and culture of the County.

**We** believe it is essential to preserve and develop the arts and culture of our community for the benefit of all Snohomish County residents. We see the arts as touchstones of community life and our grant programs serve as investments in our community. Grants are supported by contributions from the 1% for the Arts Fund and must be completed in 2020.

#### **Eligibility**

You can apply for Arts Grants as an individual or a group but you must be represented by a 501(c)(3), non-profit organization or government agency. Projects must demonstrate a public benefit enhancing the arts in the community to be eligible. You must be over 18 years old at the time of the application. Extra consideration given to applicants who have not previously received a SCAC grant.

Snohomish County Arts Commission members are not eligible for grants.

#### **Grant Categories**

Snohomish County Arts Commission grants are limited to no more than \$2,000 in reimbursement for expenses. All applications are reviewed by the Snohomish County Arts Commission and other professionals with experience in the arts, and cultural programs.

#### **Arts Learning Grants**

The purpose of an Arts Learning Grant is to support high-quality projects that provide a responsive opportunity for learning in and through the arts to benefit K-12 students. Grant recipients must demonstrate their program will foster an exchange of knowledge between artists and educators and impact the achievement, skills and attitudes of learners.

#### **Cultural Enrichment & Performance Art Grants**

The Cultural Enrichment & Performance Arts Grant program provides support to arts and other community-based organizations for projects that support the arts and culture enrichment in our community. The grants recognize the expanding role that arts organizations play in the broader, cultural, social, educational and economic areas of community life. Projects from communities that are underserved by arts services may receive priority for funding.

#### **Individual Artist Fellowships**

The Individual Artist Fellowship Program honors Snohomish County artists, their artistic achievements and supports their efforts to advance their careers. In selecting artists to receive Fellowships, the Commission looks to artists of outstanding talent, demonstrated ability and commitment to the creation of new work(s). Artist must seek a sponsor through a 501(c)(3), nonprofit or government agency sponsor.

#### How to Apply Due by February 28, 2020 at 5:00 PM

#### **Timeline**

- ➤ January 8, 2020 Applications open
- ➤ February 28, 2020 @ 5:00pm Final application deadline
- February 29-March 15, 2020 Applications reviewed and scored
- March 16, 2020 Finalists selected
- March 31, 2020 Grant awardees announced
- April 1 December 31, 2020 Projects completed

#### **Legal Requirements**

Contracts and Payments Please remember you must be represented by a 501(c)(3), non-profit or government agency to receive a grant and be over 18 years old. The County will create a contract outlining the scope of your project and a payment schedule. All grant payments are on a reimbursement basis for work completed or materials purchased. All projects must demonstrate significant public benefits to the citizens of Snohomish County. The contract will include a requirement for a post-project report that details the public benefit of your project.

Public benefit documentation may include, but may not be limited to:

- 1. Dated photograph of the audience showing how many people attended or were impacted by the show or how many students registered and completed a class.
- 2. Date and time of free lecture at library or teaching at a classroom and attendance.
- 3. Video of your work that can be used for teaching or preserving cultural heritage.

#### Acknowledgement

Recipients must acknowledge the Snohomish County Arts Commission as a source of support in printed materials, permanent signage visible to the public or in other ways appropriate to the project.

#### **Compliance with Laws**

All award recipients must comply with federal laws governing Fair Labor Standards, Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, and any other applicable federal, state and local laws. All recipients of funding for facility projects must comply with ADA Section 504 and must sign and notarize an affidavit regarding their ADA plans.

#### **Ouestions**

Please direct any questions about the grant program or application process to Jeremy Husby, Division Manager at Jeremy. Husby@snoco.org (425) 388-6601.

#### SUBMITTAL INSTRUCTIONS: Due by February 28, 2020 @ 5:00p.m.

Email application and supporting documents to: <a href="mailto:Jeremy.Husby@snoco.org">Jeremy.Husby@snoco.org</a>

Email subject line: Art Grant Application

Accepted file formats: PDF, Word, and Excel Sorry, No Drop Box or iCloud

Electronic files only. No hard copies accepted.

Snohomish County Arts Commission Grants 2020

QUESTIONS: Snohomish County Art Commission, c/o Jeremy Husby, 14405 179th Ave SE, Monroe, WA 98272 Jeremy.Husby@snoco.org (425) 388-6601  DEADLINE: February 28, 2020 5 p.m.  Please answer all questions and keep to the limit on word count – Do not use smaller than 10 point type. Signatures of the applicant and/or authorized representative is required. Submit 1 signed original of the application. Submit information on type of organization (example 501(c)(3), non-profit or local government) Submit 2 sets of support materials (resumes, brochures, references, work samples, etc.) with original application.  Please check	202	20 Proj	ect Ap	plica	tion DU	E FEBR	RUARY	28, 20	20	(5PM	)
smaller than 10 point type. Signatures of the applicant and/or authorized representative is required. Submit current W9 (October 2018 version) with application. Submit 1 signed original of the application (example 501(c)(3), non-profit or local government) Submit 2 sets of support materials (resumes, brochures, references, work samples, etc.) with original application.  1. PROJECT SPONSOR  Organization: Please check box  Drimary Contact: Address: City: Phone: Zip: E-mail: Federal Tax ID Number: Council District Area: (1) (2) (3) (4) (5) (All 5)  Project Title  1. Art Learning & Teaching Check box  Cultural Enrichment Check box  3. Individual Artist  Explain how your project addresses one or more of the three categories (Max 100 words)					ion, c/o Je	remy Hus	sby, 1440	5 179 <sup>th</sup>	Ave	SE, Mo	onroe, WA 98272
Please check box 501(c)(3) Non-Profit Government  Primary Contact: Address: City: Phone: Zip: Fax: E-mail: Website: Federal Tax ID Number: Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  1. Art Learning & Teaching Explain how your project addresses one or more of the three categories (Max 100 words)	February 28, 2020	<ul> <li>smaller than 10 point type.</li> <li>Signatures of the applicant and/or authorized representative is required.</li> <li>Submit current W9 (October 2018 version) with application.</li> <li>Submit 1 signed original of the application,</li> <li>Submit information on type of organization (example 501(c)(3), non-profit or local government)</li> <li>Submit 2 sets of support materials (resumes, brochures, references, work</li> </ul>									
Primary Contact: Address:  City: Phone: Zip: F-mail: F-ederal Tax ID Number: Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  1. Art Learning & Teaching Check box)  1. Art Learning & Teaching Check box)  2. Cultural Enrichment Council District Artes: (Max 100 words)		<u> </u>			Ι						
Address:  City:	or oncon		e cneck		501(c)(3	3)	Non-Pro	fit		Gover	nment
City: Phone:  Zip: Fax:  E-mail: Website:  Federal Tax ID Number:  Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  1.Art Learning & Teaching (Check box)  2. Cultural Enrichment Explain how your project addresses one or more of the three categories (Max 100 words)		Primar	y Contac	t:							
Zip: Fax:  E-mail: Website:  Federal Tax ID Number:  Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  3. Type of Project (Check box)  2. Cultural Enrichment  3. Individual Artist  Explain how your project addresses one or more of the three categories (Max 100 words)			SS:			T					
E-mail: Website:  Federal Tax ID Number:  Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  1.Art Learning & Teaching (Check box)  2. Cultural Enrichment Explain how your project addresses one or more of the three categories (Max 100 words)							ne:				
Federal Tax ID Number:  Council District Area: (1) (2) (3) (4) (5) (All 5)  2. Project Title  3. Type of Project (Check box)  2. Cultural Enrichment  3. Individual Artist  Explain how your project addresses one or more of the three categories (Max 100 words)		<u> </u>							site:	,	
2. Project Title  3. Type of Project (Check box)  1.Art Learning & Teaching 2. Cultural Enrichment or more of the three categories 3. Individual Artist (Max 100 words)				Num	ber:			1100	0110.	•	
3. Type of Project (Check box)  1.Art Learning & Teaching 2. Cultural Enrichment or more of the three categories (Max 100 words)		Counc	il District	Area	: (1)	(2)	(3)	(4)		(5)	(All 5)
(Check box)  2. Cultural Enrichment or more of the three categories (Max 100 words)	2. Project Title										
2. Cultural Enrichment or more of the three categories  3. Individual Artist (Max 100 words)			1.Art Lo	earni	ng & Tea	hing					
3. Individual Artist (Max 100 words)	(Check box)										
			-		l Artist						negories

Snohomish County Arts Commission Grants 2020

Project Estimated Budge	t: \$	Amount Requeste	d: \$
4. Project Narrative: (Max	Cultural Enri current statu important to	It type of grant you are applying chment, or Individual Artist Fellis of this work in Snohomish Cofostering the arts in Snohomish mission support this work?	owship. What is the unty? Why is this wo
5. Project Description (300 words or less)	event, a series, an art instal	what it will look like, and its dura lation, etc.). Clarify which artisti g: dance, literature, music, med	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje
	event, a series, an art instal	lation, etc.). Clarify which artisti	discipline your proje

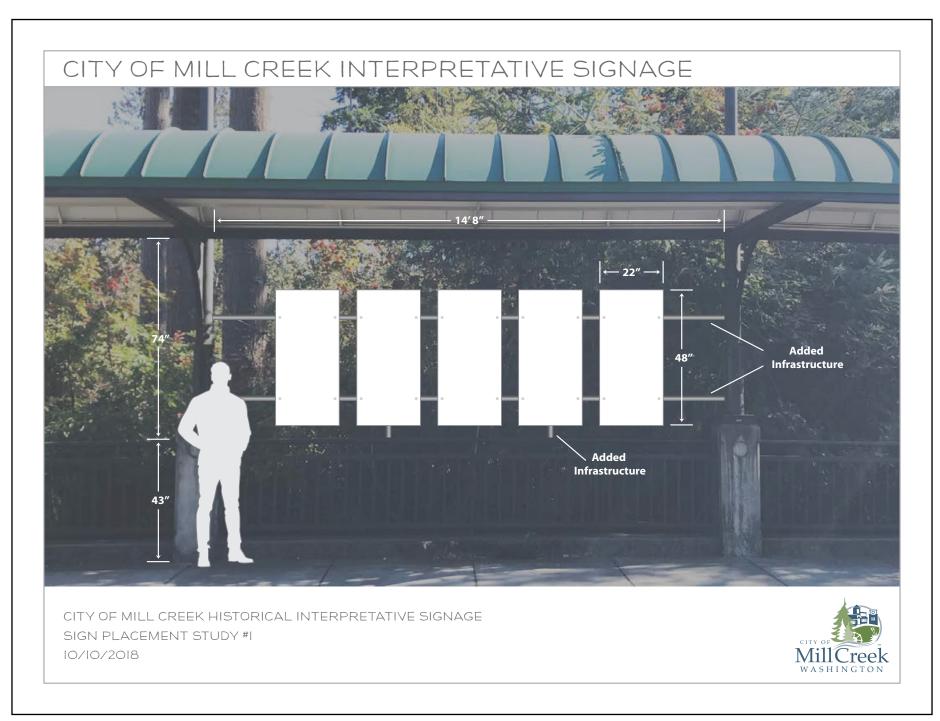
6. Project Benefit to Community	Describe the impact of this project on the community and the intended public benefit. What lasting effects on Snohomish County do you expect your project wil generate? If awarded a grant, you are required to detail the public benefit of your project and provide documentation. How will you document the public benefit? Se page 2 for examples of acceptable documentation. (300 words or less)
7. Likelihood of project success:	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
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	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)
	What background, experience, commitments, or plans make you believe your project will be a success? (300 words or less)

. Project Need:	How will the project's completion be impacted if not awarded t (300 words or less)	his grant?	
You should submit rep	produced examples of past work that best illustrate your qualification	ıs.	
You should submit rep Please prepare the fo	produced examples of past work that best illustrate your qualification illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress. ample: "I was the choreographer and director of this project"). be based on industry standard formats and may not be returned into Arts Commission reserves the right to publicize the individual	viewed.	
You should submit rep Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").	viewed.	
You should submit rep Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").  be based on industry standard formats and may not be returned inty Arts Commission reserves the right to publicize the individual	viewed.	
You should submit rep Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").  be based on industry standard formats and may not be returned inty Arts Commission reserves the right to publicize the individual	viewed.	
You should submit rep Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").  be based on industry standard formats and may not be returned inty Arts Commission reserves the right to publicize the individual	viewed.	
You should submit rep Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").  be based on industry standard formats and may not be returned inty Arts Commission reserves the right to publicize the individual	viewed.	
Please prepare the fo	Illowing information about all of the work samples you submit: track numbers) of the work(s) submitted and order in which to be rek(s) were completed or if they are in-progress.  ample: "I was the choreographer and director of this project").  be based on industry standard formats and may not be returned inty Arts Commission reserves the right to publicize the individual	viewed.	

		COLUMN A	COLUMN B	COLUMN C
	Description of project expense	List of estimated	Estimate of in kind	Total
	(Reimbursable expenses will	project	labor, cash or	Column
	require documentation)	reimbursable	contribution	A +
		expenses		Column B
1				
2				
3				
4				
5				
6				
	Total Per Column			
7				
	Grant Request		Please remember fund	
8			reimbursement AFTE	<b>R</b> work is completed

Snohomish County Arts Commission Grants 2020

## AGENDA ITEM #E.





Date: February 28, 2020

	A/P Check Batches	
Dated	Check Numbers	Amount
01/29/2020	ACH Debit-DOR-Sales Tax-Dec	\$10,658.68
01/29/2020	ACH Debit-DOR-Leasehold Tax-Q4	\$3,362.38
02/14/2020	61485-61546	\$142,449.12
Total		\$156,470.18

	Voided Checks	
Numbers	Explanation	

#### **CLAIMS APPROVAL**

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers  $\underline{61485}$  through  $\underline{61546}$ , and ACH in the amount of  $\underline{\$156,471.18}$ .

We recommend approval of the above stated amount	t with the following exceptions:
Councilmember	Prepared By – Jodie Gunderson
Councilmember	City Manager
F: local-	

1/28/2020

Export

#### Washington State Department of Revenue

Your Return has been submitted and your confirmation number is 0-012-472-648

Below is information from your Monthly Return for the period ending December 31, 2019

Filing Date Account Id January 28, 2020 600-598-011

Primary Name CITY OF MILL CREEK
Payment Method ACH Debit/E-Check
Payment Effective January 28, 2020

Total Tax

9,778.61

SubTotal 9,778.61 Estimated Penalty 880.07

Total Due

y 880.07 10,658.68

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

1/1



#### **Combined Excise Tax Return**

600-598-011 CITY OF MILL CREEK

Filing Period: December 31, 2019

Due Date: January 27, 2020

Filing Frequency: Monthly

Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retailing	7,814.48	7,814.48	0.00	0.004710	0.00
Service and Other Activities; Gamblin Contests of Chance (less than \$50,0 year)		0.00	557,930.30	0.015000	8,368.95
			Total Business &	Occupation	8,368.95
State Sales and Use					
Tax Classification	Gross Amount	Deductions	Taxable Amount	Tax Rate	Tax Due
Retail Sales	7,814.48	0.00	7,814.48	0.065000	507.94
Use Tax	5,610.86	0.00	5,610.86	0.065000	364.71
			Total State Sa	les and Use	872.65
Deductions					
Tax Classification Dedi	uction				Amount
Business & Occupation					
Retailing Othe	r: Exclusively Governmental				7,814.48
Local City and/or County Sa	ales Tax				
Location		•	Taxable Amount	Tax Rate	Tax Due
3119 - MILL CREEK			7,814.48	0.040000	312.58
		Total Local	City and/or County	Sales Tax	312.58
		_			
Local City and/or County Us	se Tax/Deterred Sales	ax			
			Taxable Amount	Tax Rate	Tax Due
Location			TUXUDIC FIIIIOGIII	Tax Nate	Tux Duc

#### AGENDA ITEM #F.

Total Tax 9,778.61
Subtotal 9,778.61
Estimated Penalty 880.07

Total Amount Owed 10,658.68

Penalty Waiver Requested: The City of Mill Creek is without a Finance Director or a Senior Accountant and has been since early December 2019. They have hired Dowell Consulting to perform the primary functions of these individuals, including the State Excise Tax Return. Dowell Consulting began services with the City last week and completed this task as soon as possible, unfortunately we were under the assumption this was due January 31, 2020. We do not anticipate any further late returns and request a waiver for the delay in this return. Thank you in advance for your time and consideration.

Prepared By:

Andrea Dowell

E-Mail Address:

andrea@dowellconsulting.com

Submitted Date: Confirmation #:

1/28/2020 0-012-472-648

Payment Type:

ACH Debit/E-Check

Amount:

\$10,658.68

Effective Date:

1/28/2020

1/28/2020

Export

#### Washington State Department of Revenue

Your Return has been submitted and your confirmation number is 0-012-471-599

Below is information from your Quarterly Return for the period ending December 31, 2019

Filing Date Account Id January 28, 2020 503-000-685

**Primary Name** 

CITY OF MILL CREEK

Payment Method ACH Debit/E-Check

Payment Effective January 29, 2020

**Total Tax** 

**Total Due** 

3,362.38 3,362.38

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

 $https://secure.dor.wa.gov/atlaseservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView?Doc=d-\&Token=HNcJLXqB4hHRlBgjc9Jtd3gNCcR2Xkl32claservices/wtp/\_/ExportView.$ 

1/1



#### Washington State Department of Revenue Leasehold Tax Return

Account ID: 503-000-685 Name: CITY OF MILL CREEK Filing: Quarterly

Filing Period: Dec-31-2019 Due Date: Jan-31-2020 Date Received: Jan-28-2020

#### **Return Summary**

Total Tax Due: \$3,362.38 Total Amount Due: \$3,362.38

#### Return Detail

#### Regular Lessee

Lease Number	Lessee Name	Location Code	Tax Code Area	Other	Taxable Rent Du	e Tax Rate	Tax Due
	Huntron Inc	3119 - MILL CREEK	00520		\$19,617.30	0.1284	\$2,518.86
	Nancy Bennett Consulting	3119 - MILL CREEK	00520		\$1,493.16	0.1284	\$191.72
	Appraisals Northwest Inc.	3119 - MILL CREEK	00520		\$3,614.13	0.1284	\$464.06
	Pro Player Supply	3119 - MILL CREEK	00520		\$1,462.11	0.1284	\$187.74
				•		_	\$3,362.38

#### **Additional Information**

Confirmation Number: 0-012-471-599 Prepared By: Andrea Dowell Phone Number: (360) 631-2043 Email: andrea@dowellconsulting.com Payment Method: ACH Debit

**Amount: \$3,362.38** 

Payment Date: Jan-29-2020

#### Accounts Payable

Checks by Date - Detail by Check Date

User:

Jodieg

Printed:

2/20/2020 5:15 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amoun
61485	911SUPPL	911 Supply Inc	02/14/2020		
	84786	5 - Warm Skull Caps - PD			218.7
	85214	10 - Tie Bars	- 2		318.5
			Total for Check Number 61485:	0.00	537.20
61486	ADPLLC	ADP, LLC	02/14/2020		
	551109034	ADP Payroll Services 12/31 & 01/15, ADP Wo	rk		1,797.8
			Total for Check Number 61486:	0.00	1,797.8
61487	ALCTYFNC	All City Fence Co,	02/14/2020		
	114653	Fence Repair - MCSP			2,187.0
	114654	Fence Repair - Pond - 35th & Seattle Hill Rd			1,637.8
			Total for Check Number 61487:	0.00	3,824.9
61488	INTEGRA	Allstream	02/14/2020		
01100	16632313	T-1 Monthly Chgs - Feb	02/1/1/2020		669.0
			Total for Check Number 61488:	0.00	669.0
61489	AMTESTIN	Am Test, Inc	02/14/2020		
01407	114186	5 - Fecal Coliform Analysis	02/11/2020		125.0
			Total for Check Number 61489:	0.00	125.0
61490	AMAZON	Amazon Capital Services	02/14/2020		
	111L-9NKH-M7P9	iPhone Display Protector			3.3
	113T-W9FK-NM4X	Preschool Pals Supplies			24.2
	14GN-4VYP-7M7P	iPhone Case - Interim Chief of Staff			13.2
	17GW-DFNC-HCKN	Executive Conference Room TV Replacement	- (	S 1	604.4
	19F1-FK73-6WN7	Wireless Headset - Interim Chief of Staff			186.8
	1JX9-NCHM-9VCR	Jumbo Paper Clips - Passport Supplies			12.2
	1JX9-NCHM-9VCR1	Postage Meter Tape	•		41.4
	1MPD-Q741-3TLY	Broom, Dustpan, Step Stool - Property Room S	iu		65.5 119.0
	1RK7-MP93-JX3T	Work Gloves - Citizen Patrol			3.3
	1VHV-XQGQ-MGX1 1Y7T-L3N7-MPKG	iPhone Display Protector iPhone Display Protector, iPhone Case			109.3
	1YGF-4JVP-3JP3	Cell Phone Case - S White			13.2
	1YVJ-7TJ6-DR1G	Fuel Spring Kit - PW #6			30.9
	1YYL-JC64-V717	60"x72" Rectangle Clear Chair Mat - City Man	$\mathbf{a}_{\mathbf{i}}$		123.8
			Total for Check Number 61490:	0.00	1,350.8
61491	BANKOAM	Bank of America	02/14/2020		
01.51	19120059486A	Bank of America 2019 Account Analysis Fees			22,087.0
			Total for Check Number 61491:	0.00	22,087.0

#### AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amou
	2001510	2020 Renewal Fee			250.0
	2001510A	Section 125 Flexible Benefits Plan			137.
			Total for Check Number 61492:	0.00	387.1
61493	BLDGS&G	Builder's Sand And Gravel	02/14/2020		
	335672	12 Cubic Yards Sand - Streets - Snow & Ice			530.4
	335699	14 Cubic Yards 5/8" Crushed Gravel - North Co			618.8
	335814	14 Cubic Yards 5/8" Crushed Gravel - Heron Pa	ar		618.8
			Total for Check Number 61493:	0.00	1,768.0
61494	CITYLYN	City of Lynnwood	02/14/2020		
	14282	Jail Room & Board - Feb 2018			189.0
	14286	Jail Room & Board - March 2018			771.0
	14294 15285	Jail Room & Board - April 2018			1,962.3
	15291	Jail Room & Board - Jan 2019  Jail Room & Board - Feb 2019			1,755.0 305.0
	15291	Jail Room & Board - Peb 2019  Jail Room & Board - March 2019			1,061.0
	15299	Jail Room & Board - April 2019			320.0
			Total for Check Number 61494:	0.00	6,363.3
61495	COMCAST	Comcast	02/14/2020		
	849831021072434	Internet for ITS 02/14 - 03/13			106.4
			Total for Check Number 61495:	0.00	106.4
61496	DAVIDSON	D.A. Davidson & Co	02/14/2020		
0.150	19 255 0607 1	Placement Agent Fee - Limited Tax General Ob			11,000.0
			Total for Check Number 61496:	0.00	11,000.0
61497	DAHLELEC	Dahl Electric Inc	02/14/2020		
	28086	Add Podium Outlet - Council Chambers			577.6
		•	Total for Check Number 61497:	0.00	577.6
61498	ENVIRTCH	Envirotech Services Inc	02/14/2020		
	CD202009172	Liquid De-Icer for Roads			6,931.0
			Total for Check Number 61498:	0.00	6,931.0
61499	ADLFSASC	ESA	02/14/2020		
	150092	Prof Svcs - Review Buffer Avg Plan 7 C's Pool	F		2,095.7
	150093	Prof Svcs - Crestview II 08/27 - 10/31			1,302.5
			Total for Check Number 61499:	0.00	3,398.2
61500	EVERSCH	Everett School District No. 2	02/14/2020		
	F09443	Legislative Retreat 2020 - 02/22/2020			420.7
			Total for Check Number 61500:	0.00	420.7
61501	FRSTLNCM	Firstline Communications Inc	02/14/2020		
	157010	Software Assurance - 12 Month Renewal 02/02	r.		2,755.5
			Total for Check Number 61501:	0.00	2,755.5
61502	FTRLTD	FTR LTD FTR Software Maintenance 02/28/20 - 02/28/2	02/14/2020		772.4
	14116/01	1 1 A SORWAIC MAINERAINCE 02/20/20 - 02/20/2	1		112.5

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amou
			Total for Check Number 61502:	0.00	772.4
61503	GRYOSBRN	Gray & Osborne Inc	02/14/2020		
	2	Prof Svcs - APWA Proj of the Year App-35th Av	ı		782.
	24	Prof Svcs - 35th Ave Recon 01/05 - 02/01			2,905.
•			Total for Check Number 61503:	0.00	3,687.
61504	HUIK	Kelly Hui	02/14/2020		
	7373	Ballet: Creative 10:30AM 01/11 - 02/08 #7373			336.0
	7374 7377	Ballet: Creative 11:15AM 01/11 - 02/08 #7374 Ballet: Beginning 12:00PM 01/11 - 02/08 #7377			84. 607.
			Total for Check Number 61504:	0.00	1,027.
61505	IACP-MEM	IACP-Membership	02/14/2020		75
	0082326 0082582	IACP Membership Dues - R Fleming IACP Membership Dues - B Foutch			75. 75.
	0083483	IACP Membership Dues - S Conner			75.
	0090672	IACP Membership Dues - S Eastman			190.
			Total for Check Number 61505:	0.00	415.
61506	IAPE	IAPE	02/14/2020		
	M20-C584205	2020 IAPE Membership - L Pigott			50.
			Total for Check Number 61506:	0.00	50.
61507	INTSTBAT	Interstate All Battery Center	02/14/2020		
	1905701054459	Battery - Emergency Lighting			17.
			Total for Check Number 61507:	0.00	17.
61508	KCDA	KCDA Purchasing Cooperative	02/14/2020		
	300464213	Office Supplies - Executive			44.
	300464213A 300464213B	Jumbo Paper Clips - Passports White Paper Pads - General Supplies			6. 6.
			Total for Check Number 61508:	0.00	57.
61509	SHURKLEN	Kramer Enterprises, LLC	02/14/2020		372.0
	420 420A	Vehicle Washes - July 2019 - Nov 2019 Vehicle Washes - July 2019 - Nov 2019			60.
			Tatal for Charle Novel on (1600)	0.00	432.
			Total for Check Number 61509:	0.00	432.
61510	Connie 7336	Constance Lewis Babysitting Safety Class 01/28 - 01/30 #7336	02/14/2020		245.
		· · ·			
			Total for Check Number 61510:	0.00	245.
61511	NELSONM	Melissa Nelson Music for Preschool - Jan 9:30AM 01/10 - 02/07	02/14/2020		682.
	7346 7347	Music for Preschool - Jan 10:30AM 01/10 - 02/0			682.
			Total for Check Number 61511:	0.00	1,365.
(1515	OPERTY	OID siller Autom stime In a		0.00	1,505.
61512	OREILLY 2986-239202	O'Reilly Automotive Inc Oil & Funnel For Sander and Shop	02/14/2020		48.
	2986-239876	Wiper Blades - PW5			38.
	2986-239935	Spark Plugs - Sander			11.
		k Date (2/20/2020 5:15 PM)			Page

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amou
	2986-241470	Fuel/Water Separator - PW9		·	14.0
			Total for Check Number 61512:	0.00	112.7
61513	Otole	Otale Inc	02/14/2020		
01313	Otak 000012000293	Otak, Inc., Prof Svcs - MC Blvd Corridor Subarea Plan Th			2,713.
	000012000293A	Prof Svcs - MC Blvd Corridor Subarea Plan The	n		6,331.9
			Total for Check Number 61513:	0.00	9,045.0
	_			0.00	9,045.0
61514	PACAIR 26769	Pacific Air Control, Inc. HVAC Repair - GP #4A - PD	02/14/2020		3,591.6
	20703	Tivite Repair - Gr #471-12			3,371.
			Total for Check Number 61514:	0.00	3,591.6
61515	PACTOP	Pacific Topsoils, Inc.	02/14/2020		
	1-T1113525	Sand for Streets			95.0
			Total for Check Number 61515:	0.00	95.0
61516	ELLITIRE	PepBoys-Remittance Dept	02/14/2020		
01510	064462011663	LOF, Tires, Wheel Alignment - Car #33			1,025.3
			Total for Check Number 61516:	0.00	1,025.3
61517	PUBSAF 2020-0030	Public Safety Testing	02/14/2020		1007
	2020-0030	PST Agency Add-on - 10 Candidates - Jan 2020			100.0
			Total for Check Number 61517:	0.00	100.0
61518	SNOCPUD	PUD No. 1 of Snohomish County	02/14/2020		
	100412721	2720 Seattle Hill Rd 12/12 - 01/09	· ·	•	15.6
	115179324	2501 147th PI SE 12/21 - 01/22 3401 148th St SE 12/21 - 01/22			21.7 185.0
	115179856 121815451	902 164th St SE 01/08 - 02/04			31.2
	121813431	14729 12th Ave SE 01/01 - 01/29			15.6
	128408946	15720 Main St, Unit B 12/17 - 01/15			321.0
	128420307	4842 SAC 01/10 - 02/06			73.8
	135025023	928 Dumas Rd 12/18 - 01/16			137.2
	135029077	1700 Mill Creek Rd 12/25 - 01/24			92.6
	138241599	15601 22nd Ct SE 12/31 - 01/28			23.4
	138242176	15510 Village Green Dr 12/31 - 01/29			16.2
	138242993	Street Lights - 386 Lights - 100W 01/01 - 01/31			1,389.6
	138245268	15429 Bothell Everett Hwy 01/10 - 02/06			23.6
	141543966	13903 N Creek Dr 12/18 - 01/16			719.8
	148180311	14600 16th Ave SE 01/04 - 02/04			25.8
	148180312 151473329	15429 1/2 Bothell Everett Hwy 01/10 - 02/06 13628 N Creek Dr 12/18 - 01/16			16.4 76.1
			Total for Check Number 61518:	0.00	3,185.2
£1£10	DIIGETSO	Puget Cound France			_,
61519	PUGETSO 200004765331	Puget Sound Energy 15720 Main St 12/18 - 01/17	02/14/2020		580.9
	200004765463	15728 Main St 12/18 - 01/17			488.9
			Total for Check Number 61519:	0.00	1,069.9
61520	RONGERJ	John Rongerude P.S.	02/14/2020		
01320	9153	Conflict Public Defender - 9Z0967359, 9Z0932			1,200.0
			Total for Check Number 61520:	0.00	1,200.0
					·
	D D	k Date (2/20/2020 5:15 PM)			Page

Check Amou	Void Checks	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
150		02/14/2020 0	Seattle Asbestos Test LLC Asbestos Testing - 13716 Bothell-Everett Hwy	SAT 202019340	61521
150	. 0.00	Total for Check Number 61521:			
		02/14/2020	Snohomish County Sheriff's Office	SNOCOSHO	61522
551		02/14/2020	Range Use - 9.5 Hours 12/03	1000523956	01322
551	0.00	Total for Check Number 61522:			
		02/14/2020	Silverlake Water District	SILVERL	61523
7.			132nd & SR 527 Irrig 01/01 - 01/31	14112-27585	
7.			13617 28th Dr SE - Irrig 01/01 - 01/31	14737-19068	
7.			15429 1/2 Bothell Everett Hwy 01/01 - 01/31	17679-27345	
7.			15429 Bothell Way - Irrig 01/01 - 01/31	17684-27596	
7.			Hillside Irrig 01/01 - 01/31	24079-27593	
7.			13903 N Creek Dr - Irrig 01/01 - 01/31	32140-27632	
69			13903 N Creek Dr 01/01 - 01/31	32141-27633	
7.			SR 527 - Irrig 01/01 - 01/31	35995-27914	
7.			14600 SR 527 - Irrig 01/01 - 01/31	35996-27914	
7.			13800 N SR 527 - Irrig 01/01 - 01/31	35997-27914	•
7.			1600 SR 527 - Irrig 01/01 - 01/31	35998-27914	
7.			15200 SR 527 - Irrig 01/Q1 - 01/31	35999-27914	
7			15100 N SR 527 - Irrig 01/01 - 01/31	36000-27914	
9			SR 527 & Trillium Blvd - Irrig 01/01 - 01/31	36016-27914	
7.			14600 SR 527 - Irrig 01/01 - 01/31	36025-27914	
7.			SR 527 & Dumas Rd - Irrig 01/01 - 01/31	36026-27914	
22			Dumas Rd Irrigation 01/01 - 01/31	36365-27593	
7.			14721 12th Ave SE - Irrig 01/01 - 01/31	37034-30017	
7.		01	0 33rd Dr & Northpointe Circle - Irrig 01/01 - (	37680-27914	
65			13401 44th Ave SE - Restroom 01/01 - 01/31	40191-27914	
289	0.00	Total for Check Number 61523:			
		02/14/2020	Sip Dip-n-Doodle LLC	SIPDIPND	61524
70.		3 i	Canvas Painting: Valentine Tree (Family) 02/08	7367	
52.			Canvas Painting: Snowy Owl (Teens) 02/08 #7	7368	
122	0.00	Total for Check Number 61524:			
		eı 02/14/2020	Sno Co Department of Emergency Manag	SNOCODEM	61525
7,258.	_		2020 Emergency Services - 1st Qtr	1000525086	
7,258	0.00	Total for Check Number 61525:			
		02/14/2020	Snohomish County 911	SNOCOM	61526
21,804			Dispatch Services - Feb	2197	0.020
21,804.	0.00	Total for Check Number 61526:			
		02/14/2020	Snohomish County Public Works	SNOCOPW	61527
152.			Signal Maintenance - RR6156 Mill Creek Traff	1000524879	01327
408.			Signal Maintenance - RR7552 Dumas Rd & Pa	I000524879A	
510.			Signal Maintenance - RR7554 164th SE & 9th	I000524879B	
	-	•	Signal Mannenance - Revision 104m SE & Sm.	10003240771	
1,071	0.00	Total for Check Number 61527:			
256.		02/14/2020	Snohomish County Treasurer Inmate Medical Billing - Dec	SNOCOSH1 2019-6169	61528
256	0.00	Total for Check Number 61528:			
	0.00				

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amoun
61529	SNDPUBIN EDH879740	Sound Publishing Inc Publication of Ordinance #2019-853	02/14/2020		25.3
			Total for Check Number 61529:	0.00	25.3
61530	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER -	02/14/2020 · Fε		3,829.2
			Total for Check Number 61530:	0.00	3,829.20
61531	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - Feb	02/14/2020		3,070.0
			Total for Check Number 61531:	0.00	3,070.0
61532	STARDMSV 012602-IN 012602-IN1	Stardom Services Inc January Services - Janitorial - CHS January Services - Janitorial - CHN	02/14/2020		995.04 1,184.0
			Total for Check Number 61532:	0.00	2,179.0
61533	STECKLRJ Reimb Steckler	John Steckler Reimburse Mileage-AWC City Action Days	02/14/2020		101.20
			Total for Check Number 61533:	0.00	101.20
61534	STERICYC 3004988227	Stericycle Inc Biomedical Waste Services - Monthly Fee	02/14/2020		10.3
			Total for Check Number 61534:	0.00	10.3
61535	TERMINIX 393203539	Terminix Processing Center Pest Control - WO #16728210383 - MC Libra	02/14/2020 ary		83.9
			Total for Check Number 61535:	0.00	83.9
61536	TPQGLOVE L627000	Top Quality Mfg. 60 Boxes Nitrile Gloves - Patrol	02/14/2020		455.4
			Total for Check Number 61536:	0.00	455.4
61537	TRANSUN 01008671	Trans Union LLC Basic Service Monthly Fee - Credit Checks	02/14/2020		60.7
			Total for Check Number 61537:	0.00	60.7
61538	USBANK XXXXXXX139	US Bank NA - Custody Investment Custody Charges 01/01 - 01/31	02/14/2020		24.0
			Total for Check Number 61538:	0.00	24.0
61539	UULC 0010184 0010184A	Utilities Underground Location Center On-Call Location Services - 43 Locates On-Call Location Services - 43 Locates	02/14/2020		55.4 55.4
			Total for Check Number 61539:	0.00	110.9
61540	VERIZON	Verizon Wireless	02/14/2020	0.50	
	9846845474	Access & Usage Chgs - Public Safety 12/23 -	01.		2,232.2
			Total for Check Number 61540:	0.00	2,232.2
61541	WWGRAIN	W.W. Grainger, Inc.	02/14/2020		

#### AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amoun
	9400452174 9409214237	Safety Training Poster Ice Melt			27.47 190.39
			Total for Check Number 61541:	0.00	217.86
61542	WALTNELS	Walter E. Nelson Co.	02/14/2020		
	742367	Garbage Liners, Gloves, Soap - Parks Supplies		· •	982.96
	742368	Janitorial Supplies - CHS			1,266.90
			Total for Check Number 61542:	0.00	2,249.92
61543	WASTPAT	Washington State Patrol	02/14/2020		
	120004990	Background Checks - Financial Consultant - Jan	n ·		21.00
	I20004990A	Background Checks - Jan			92.7:
			Total for Check Number 61543:	0.00	113.75
61544	WAVEDIV	WaveDivision Holdings, LLC	02/14/2020		
	102743301000715	Fiber Lease - 15728 Main St to 3000 Rockefelle	eı		640.6
			Total for Check Number 61544:	0.00	640.6
61545	WCLLC	WIESE CONSULTING, LLC	02/14/2020		
	January 2020	Prof Svcs - Grade F Pipe Repairs 01/01 - 01/31			410.6
	January 2020A	Prof Svcs - Seattle Hill Rd Preservation 01/01 -			135.0 225.0
	January 2020B January 2020C	Prof Svcs - Heron Park Upgrades 01/01 - 01/31 Prof Svcs - Grace "C" Pipe Failures 01/01 - 01/3			754.5
	January 2020C January 2020D	Prof Svcs - RRFB Upgrade 01/01 - 01/31	,		188.6
	January 2020E	Prof Svcs - The Farm Public Improvement Insp	e		948.7
			Total for Check Number 61545:	0.00	2,662.4
61546	AFSCME	WSCCCE, AFSCME, AFL-CIO	02/14/2020		
	January 2020	Union Dues - AFSCME - Jan			1,282.64
			Total for Check Number 61546:	0.00	1,282.64
			Total for 2/14/2020:	0.00	142,449.1
				:	

AP Checks by Date - Detail by Check Date (2/20/2020 5:15 PM)



Date: February 25, 2020

Payroll Check Batches			
Dated	Check Numbers	Amount	
02/10/2020	ACH Wire-Assoc. of WA Cities	\$85,339.62	
02/10/2020	ACH Automatic Deposit Checks	\$171,675.38	
02/10/2020	ACH Wire- FWT & Medicare Taxes	\$30,288.20	
02/10/2020	ACH Wire MEBT- Wilmington Trust	\$23,782.01	
02/10/2020	ACH Wire- ICMA RC- Def. Comp	\$1,606.11	
02/10/2020	ACH Wire- BAC- Flex Spending Acct	\$2,495.11	
02/10/2020	ACH Wire- MCPD Guild Dues	\$2,040.00	
	V.		
Total		\$317,226.43	

Voided Checks				
Numbers	Explanation	5		

#### **CLAIMS APPROVAL**

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the <u>ACH Automatic Deposit checks and ACH Wire Transfers</u> in the amount of <u>\$317,226.43</u>.

We recommend approval of the above stated amount with the following exceptions:					
Councilmember	Finance Director				
Councilmember	City Manager				

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2020\Payroll Voucher Approval 02.10.2020.docx 2/20/2020

## ASSOCIATION OF WASHINGTON CITIES MILL CREEK, CITY OF

ACCOUNT SUMMARY - contains all changes to this account as of 02/07/2020 02:44:18 PM

FUND: 100 ACCOUNT NUMBER: 186 L

BILL MONTH:

02/2020

COVERAGE MONTH:

02/2020

PAYMENT DUE BY:

02/10/2020

CURRENT BILLING AMOUNT:

\$85,339.62

PRIOR OVERAGE OR SHORTAGE: ADJUSTMENTS:

\$0.00 \$0.00

TOTAL AMOUNT DUE:

\$85,339.62

100 186 L 022020 0

Fund	Account Number	Bill Month	Amount Paid
100	186 L	02/2020	\$ 85.339.62

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

Page 1 of 3

# AGENDA ITEM #G.

Statis	tical	Summa	ary
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	Statistical Summary						
Company: A0W - City Of Mill Cre	ek Service Center:0076 Pacific North West	Status:Cycle Complete					
Week#:6	Pay Date:02/10/2020	P/E Date:01/31/2020					
Qtr/Year:1/2020	Run Time/Date:19:39:35 PM EST 02/06/2020						
Taxes Debited	Federal Income Tax	22,675.02					
,	Earned Income Credit Advances	0.00					
	Social Security - EE	0.00					
	Social Security - ER	0.00					
	Social Security Adj - EE	0.00					
	Medicare - EE	3,486.52					
	Medicare - ER	3,486.47					
	Medicare Adj - EE	0.00					
	Medicare Surtax - EE	0.00					
	Medicare Surtax Adj - EE	0.00					
	COBRA Premium Assistance Payments	0.00					
	Federal Unemployment Tax	0.00					
	State Income Tax	0.00		•			
	Non Resident State Income Tax	0.00					
	State Unemployment Insurance - EE	0.00					
	State Unemployment Insurance Adj - EE	0.00					
	State Disability Insurance - EE	0.00					
	State Disability Insurance Adj - EE	0.00					
	State Unemployment/Disability Ins - ER	0.00					
	State Family Leave Insurance - EE	213.33					
	State Family Leave Insurance - ER	0.00					
	State Medical Leave Insurance - EE	192.06					
	State Medical Leave Insurance - ER	234.80					
	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		30,288.20				
Other Transfers	Full Service Direct Depo	-	171,675.38			Total Liability	
	Total Amount Debited From Your Account		•		201,963.58		201,963.58
Bank Debits & Other Liability	Checks		0.00		•		201,963.58
.==3	Adjustments/Prepay/Voids		0.00				201,963.58
Taxes- Your Responsibility	None this payroll						-

StatisticalSummary 2.10.20.xls

201,963.58

Statistical Summary

#### **Outgoing Payments Report**

Company: City of Mill Creek Requester: Leo, Lota

Run Date: 02/13/2020 2:52:22 PM CST

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

Status: Confirmed Rv Rank

**Transaction Number:** 

Template Name: MATRIX/MEBT Template Code: WILTRUST

**Debit Account Information** 

Debit Bank: 1 **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

BANK OF AMERICA

US - United States of America

**Beneficiary Email:** Beneficiary Mobile Number:

**Payment Details** 

Credit Currency: USD

Credit Amount: 23,782.01

Value Date: 02/13/2020

**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: lotleo Approved: mciaravino

Initial Confirmation: Confirmation :

Input Time: 02/12/2020 3:02:10 PM CST Time: 02/12/2020 6:41:32 PM CST

#### **Outgoing Payments Report**

Company: City of Mill Creek Requester: Leo, Lota

Run Date: 02/13/2020 2:51:48 PM CST

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

Status: Confirmed By Bank

**Transaction Numb** 

Template Name: ICMA 457 Plan

BANK OF AMERICA

Template Code: ICMA

**Debit Account Information** 

Debit Bank:

Debit Account:

Debit Account Name: Treas Checking

Debit Currency: USD

**Beneficiary Details** 

Beneficiary Name: ICMA RC Beneficiary Address: P.O. Box 64553 Beneficiary City: Baltimore

Beneficiary Postal Code: 21264-4553 Beneficiary Country: US - United States of America Beneficiary Account: Beneficiary Bank ID:

MANUFACTURERS AND TRADERS TR C

ONE M AND T PLAZA, 15TH FL

BUFFALO

US - United States of America

Beneficiary Email: Beneficiary Mobile Number:

**Payment Details** 

Credit Currency: USD

Credit Amount: 1,606.11

Value Date: 02/13/2020

**Optional Information** 

Sender's Reference Number: 302029

Beneficiary Information: City of Mill Creek 302029

**Additional Routing** 

Intermediary Bank ID:

Receiver Information:

**Control Information** 

Input: lotleo
Approved: mciaravino
Initial Confirmation:

Confirmation #

Input Time: 02/12/2020 2:58:51 PM CST Time: 02/12/2020 6:40:22 PM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online City of Mill Creek Report Date: Report Time: 02/13/2020 02:50:29 PM

**Batch Summary Report by ID Number** 

Company Name:

City of Mill 01

Effective Date:

02/13/2020

ACH ID:

<u>ID</u>

Lifective Date.

2

Application Name:

CCD Payments and Collections

Batch Sequence:

BAC

Batch Status:

Submitted

Database Name: Created By:

LOTLEO

Released By:

MCIARAVINO

Amount D/C Bank ID

Total Amount in Batch

1

0

1

0

Acct Type

С

Trace #

0299360

Name BAC

BENEFIT ADMIN C

\$2,495.11 C

-l O----ti- B-t-b

Total Count in Batch
0

\$0.00 \$2,495.11 \$0.00

Account #

Grand Total Amount

Grand Total Count 0

Debits Credits Prenotes

Debits

Credits Prenotes

> \$0.00 \$2,495.11 \$0.00

#### **Outgoing Payments Report**

Company: City of Mill Creek Requester: Leo, Lota

Run Date: 02/13/2020 2:51:17 PM CST

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

Status: Confirmed Bv Bank

**Transaction Numbe** 

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

BANK OF AMERICA

US - United States of America

Beneficiary Email: Beneficiary Mobile Number:

**Payment Details** 

Credit Currency: USD

Credit Amount: 2,040.00

Value Date: 02/13/2020

**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: lotleo
Approved: mciaravino

Initial Confirmation: Confirmation #: Input Time: 02/12/2020 2:57:23 PM CST Time: 02/12/2020 6:38:36 PM CST



#### **MINUTES**

#### **City Council Regular Meeting**

#### 6:00 PM - Tuesday, February 11, 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. and led the Pledge of Allegiance.

Councilmembers Absent:

#### 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

#### **AUDIENCE COMMUNICATION**

A. No public comments this evening.

#### **PRESENTATIONS**

**B.** Update on the Police K9 Program (Acting Chief Eastman)

Acting Chief Scott Eastman provided members of City Council with an update of the Police K9 Program. Acting Chief Eastman presented the background of the current situation and the Canine Transfer Agreement and briefed the Council of the new training that will take place.

Council asked questions and received answers about the program from Acting Chief Eastman.

#### **NEW BUSINESS**

C. Heron Park Play Area Upgrades (CIP 19- PARK-01) Award Construction Contract (Gina Hortillosa, Director of Public Works and Development Services & Irving Trejo, Project Engineer)

February 11, 2020 REGULAR COUNCIL MEETING MINUTES

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Gina Hortillosa & Irving Trejo briefed members of Council on the Heron Park Play Area Upgrades and the construction contract and they requested that the Council authorize the City Manager to execute a contract with Neptune Marine LLC for the construction of the Heron Park Play Area Upgrades Project in an amount not to exceed \$325,422.50. The project will include:

- Base bid
- Picnic shelter floor
- · Picnic shelter exhaust fan
- Clean/seal shelter brick
- Irrigation upgrades
- Parking lot paving and striping.

Council engaged in a discussion.

Councilmember Vignal motioned to authorize the City Manager to execute a contract with Neptune Marine LLC for the construction of the Heron Park Play Area Upgrades Project in an amount not to exceed \$325,422.50. Councilmember Cavaleri seconded the motion. The motion passed 6-0-1 with Councilman Steckler abstaining because he does not feel the project is complete at this time.

#### STUDY SESSION

D. City Council Retreat

Mayor Pruitt presented to members of Council with a <u>draft retreat agenda</u> and a sample <u>S.W.O.T</u>. Council engaged in discussion. The date for the retreat was confirmed for Saturday, Feb. 22, 2020.

#### **CONSENT AGENDA**

E. Approval of Checks #61434 through #61484 and ACH Wire Transfers in the Amount of \$377,608.91.

(Audit Committee: Councilmember Bond and Councilmember Vignal)

- **F.** Payroll and Benefit ACH Payments in the Amount of \$223,594.29 (Audit Committee: Councilmember Bond and Councilmember Vignal)
- G. City Council Meeting Minutes of February 4, 2020.

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

#### **REPORTS**

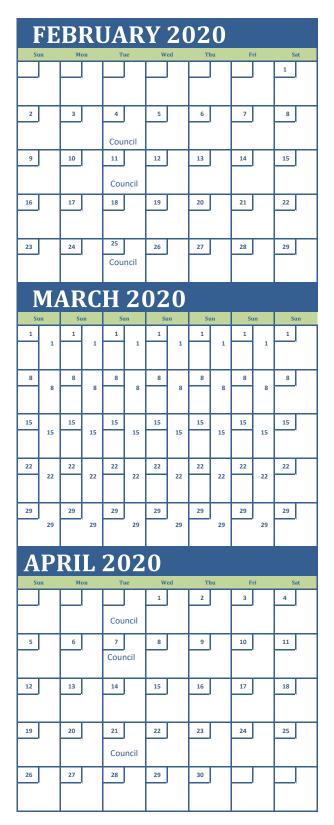
H. Mayor/Council

Mayor Pro Tem Holtzclaw reported that he will be unable to attend the February 25, 2020 City Council meeting.

February 11, 2020 REGULAR COUNCIL MEETING MINUTES

<ul> <li>Report, etc.</li> <li>AUDIENCE COMMUNICATION  J. No public comments on items on or not on the agenda were given.  RECESS TO EXECUTIVE SESSION  K. The meeting recessed to executive session at 7:19 p.m. for 30 minutes to disc performance a public employee and potential litigation with legal counsel per I 42.30.110 (1)(g) and (h)(i), respectively and ended at 7:49 p.m. No action was RECONVENE TO REGULAR SESSION  L. The meeting reconvened to regular session at 7:49 p.m.</li> <li>ADJOURNMENT  With no objection, Mayor Pruitt adjourned the meeting at 7:49 p.m.</li> </ul>	RCW
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L. The meeting reconvened to regular session at 7:49 p.m.  ADJOURNMENT	
ADJOURNMENT	
With no objection, Mayor Pruitt adjourned the meeting at 7:49 p.m.	
Pam Pruitt, Mayor	
Naomi Fay, Interim City Clerk	

February 11, 2020 REGULAR COUNCIL MEETING MINUTES



## Tentative Council Meeting Agendas Subject to change without notice

Last updated: February 21, 2020

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

#### March 3, 2020

- Everett School District Presentation
- HART Report Update
- Mill Creek Blvd Study Session
- CIP Amendment Public Hearing
- CIP Amendment/Budget Amendment
- Finance Department Update

#### March 10, 2020

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

#### 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