

CITY COUNCIL AGENDA

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



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

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

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

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

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

Next Ordinance No. 2019-859

Next Resolution No. 2019-585

**February 4, 2020
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

- B. Design and construction of a new Rectangular Rapid Flashing Beacon (RRFB) and pedestrian crosswalk at Jackson High School along 136th Street SE in the vicinity of the sports fields. The project will install ADA ramps on both sides of the street. The Everett School District is in support of this project.
County (Councilmember Terry Ryan)
- C. Snohomish County Health Department Presentation
(Heather Thomas, Public & Government Affairs Manager)

OLD BUSINESS

- D. A Resolution of the City of Mill Creek, Washington Declaring Mill Creek to be a Veteran Friendly Community and the City of Mill Creek to be a Veteran Friendly Employer.
(Michael Ciaravino, City Manager and Michael Kidd, Retired Navy Veteran and Mill Creek Resident)
- E. Mill Creek Blvd Vision Update
(Gina Hortillosa, Director of Public Works and Development Services, Tom Rogers, Planning Manager and Mandi Roberts, Otak Vice President & Principal)

NEW BUSINESS

- F. Department of Commerce Grant Agreement for the Mill Creek Blvd. Corridor Land use and Infrastructure Subarea Plan
(Gina Hortillosa, Director of Public Works and Development Services)

STUDY SESSION

CONSENT AGENDA

- G. City Council Meeting Minutes of January 28, 2020.

REPORTS

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

AUDIENCE COMMUNICATION

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

ADJOURNMENT



A Shared Vision for Health

City of Mill Creek and Snohomish Health District

City Council Presentation
Heather Thomas, Public and Government Affairs Manager
Snohomish Health District



February 4, 2020

Working Together for Mill Creek



Simpler



Safer

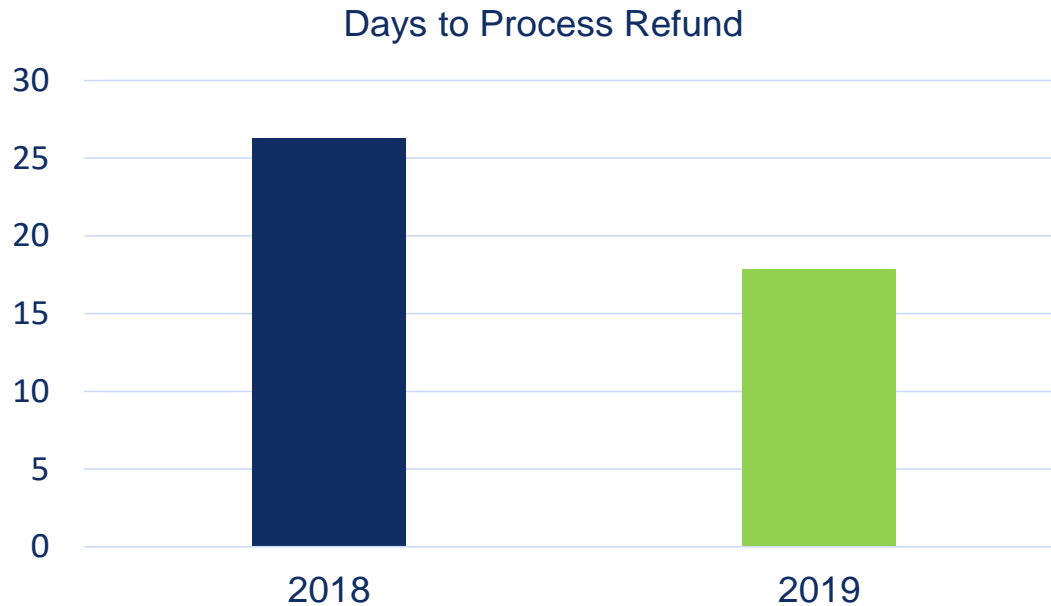


Healthier

Simpler

Faster response times

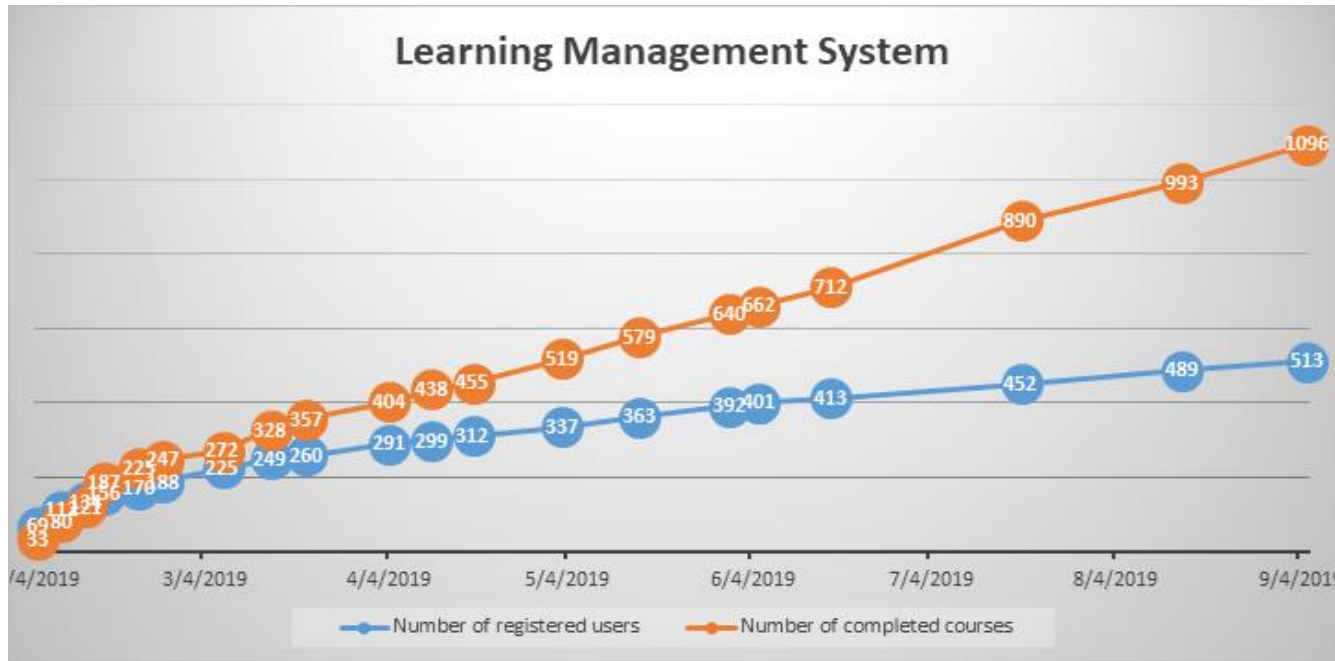
From 2018 to 2019, we reduced the number of days to process a refund from **26 to 18 days**.



Simpler

New learning options

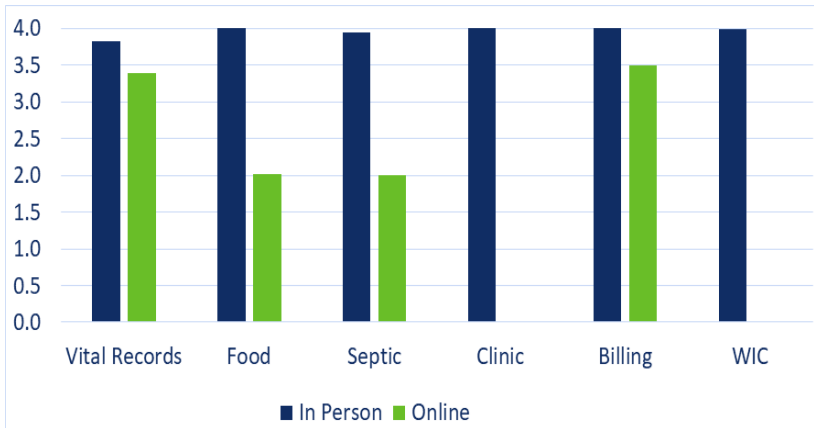
We began offering online classes for child care workers in February 2019. **More than 1,100 courses** were completed through the new system before the end of the year.



Simpler

Customer feedback

We gather customer comments with in-person and online comment cards.



"Always outstanding service. Always able to get any questions I have answered."

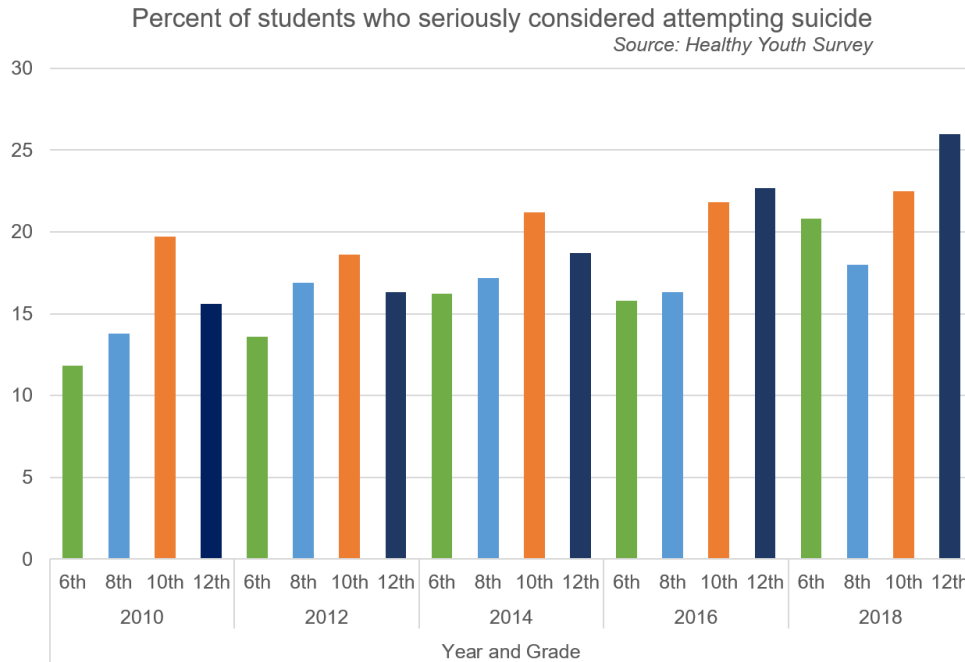
"Every time I come in to this office the staff is ALWAYS very polite and very patient. I wanted to say thank you so much for what you do and the awesome way that you do it."

"Woohoo for your efficient services!"

Safer

Suicide prevention

Suicide is an increasing concern. Our injury prevention specialist has trained about 500 community members on how to prevent suicide. 100 people have been trained in the last six months.



Safer

Food safety

In 2019, the Health District:

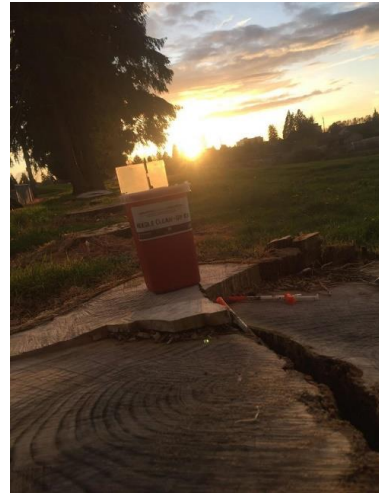
- Completed **6,736 inspections**, including **109 in Mill Creek**.
- Received **691 food illness complaints**, including **10 in Mill Creek**.
- Reviewed **515 plans** for food businesses, including **one in Mill Creek**.



Safer

Needle clean-up

Distributed **1,293 free needle clean-up kits.**
At the Health District, we've collected roughly **7,600 needles.**



Safer

Safe walking routes

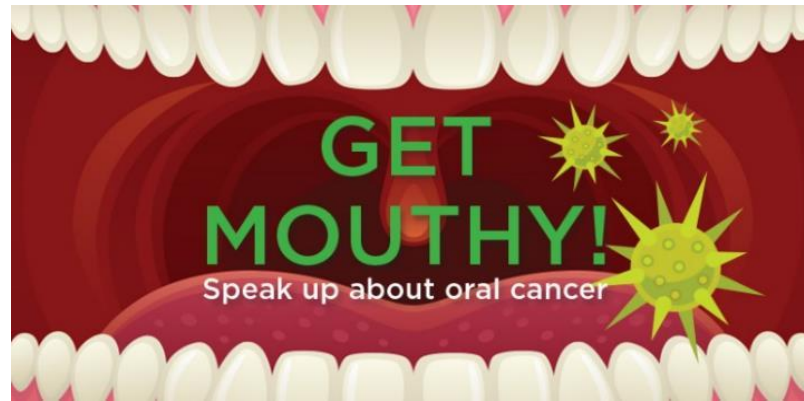
Worked with multiple cities throughout the county to bring in **more than \$1.3 million** in grant money for Complete Streets.



Healthier

Cancer prevention

Presented to about **200 dental providers** on cancers of the mouth and throat, and shared how to prevent these cancers through HPV vaccination..



Healthier

Healthy starts

In 2018, **1,090 babies** had help getting a healthy start through our WIC Nutrition Program.



Provided weekly summer programs for groups of elementary students in July and August.



Health District Program HIGHLIGHTS

Who We Are

- ✓ Public Health Nurses
- ✓ Disease Investigators
- ✓ Outreach Workers
- ✓ Health Educators
- ✓ Epidemiologists
- ✓ Finance & IT Support
- ✓ Emergency Preparedness Specialists
- ✓ Nutritionists
- ✓ Behavioral Health Specialists
- ✓ Environmental Health Specialists
- ✓ Policy & Government Affairs
- ✓ Customer Service
- ✓ Healthy Communities Specialists

Rebuilding the Agency

- ✓ Online Service Delivery
- ✓ IT Infrastructure
- ✓ Transparency and Accountability

Environmental Health Division



6,700+
Inspections on
restaurants,
grocery stores,
espresso stands,
caterers and
mobile food
vehicles



1,000+
Complaints
addressed (food,
pools, septic and
solid waste)

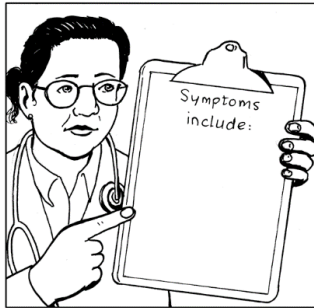


~500
Permits for pools
and spas that we
routinely inspect

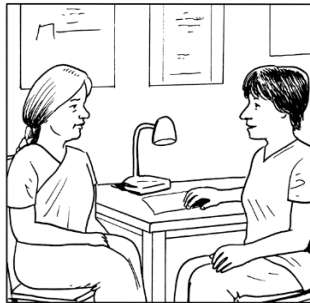


200+
Public and
private schools
with kitchen
permits and
required safety
inspections

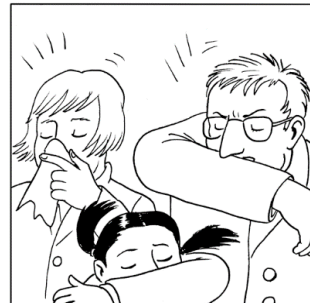
Prevention Services Division



Investigated 37 cases of Sexually Transmitted Diseases in the first half of 2019.



Provided health screenings for 13 refugees who live in the Bothell area in 2019.

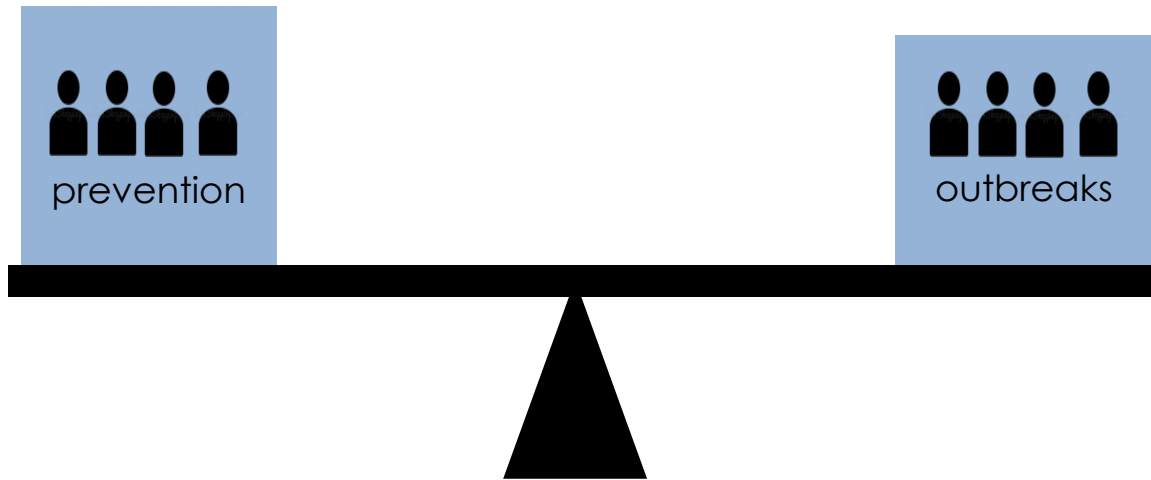


Investigated 21 communicable disease cases in 2018 and the first half of 2019.

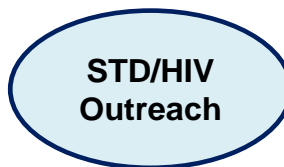
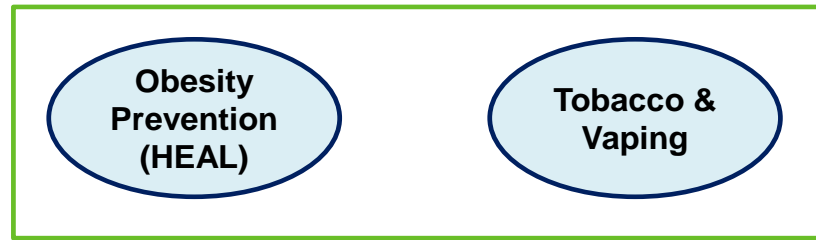


Conducted 10 vaccines for children compliance visits during the first half of 2019.

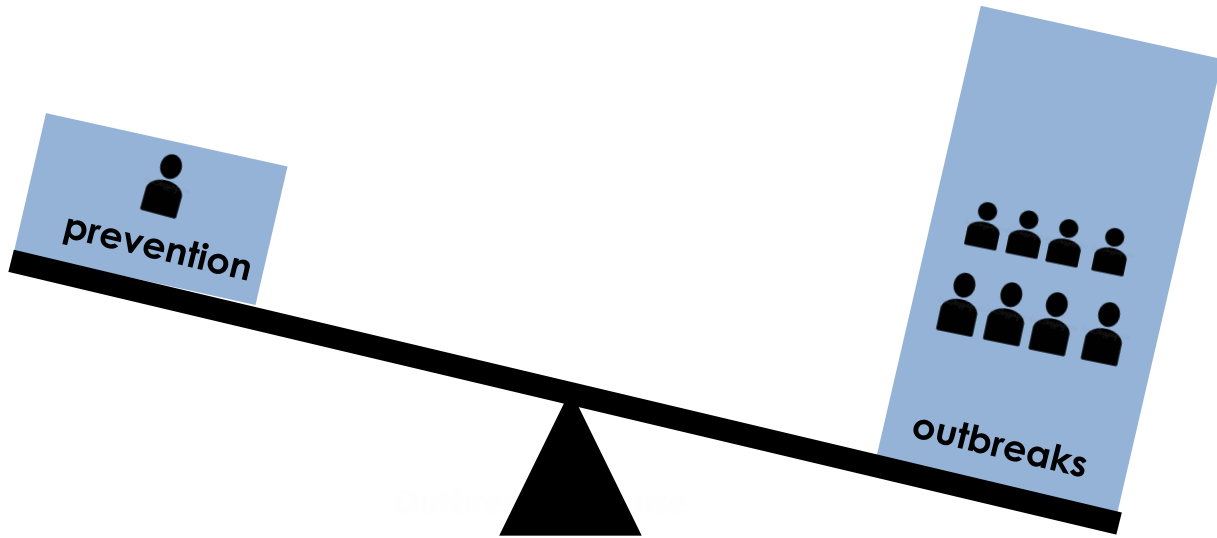
Ideal Prevention & Outbreak Response



Healthy Communities



The Reality



Outbreak Response 2019

Confirmed case of hepatitis A closes Lynnwood restaurant

by KOMO News Staff | Friday, August 16th 2019



First Snohomish County measles case is Bothell-area student

Officials listed places the contagious teen visited. He is among five new cases statewide.

By [Andrea Brown](#) and [Noah Haglund](#)

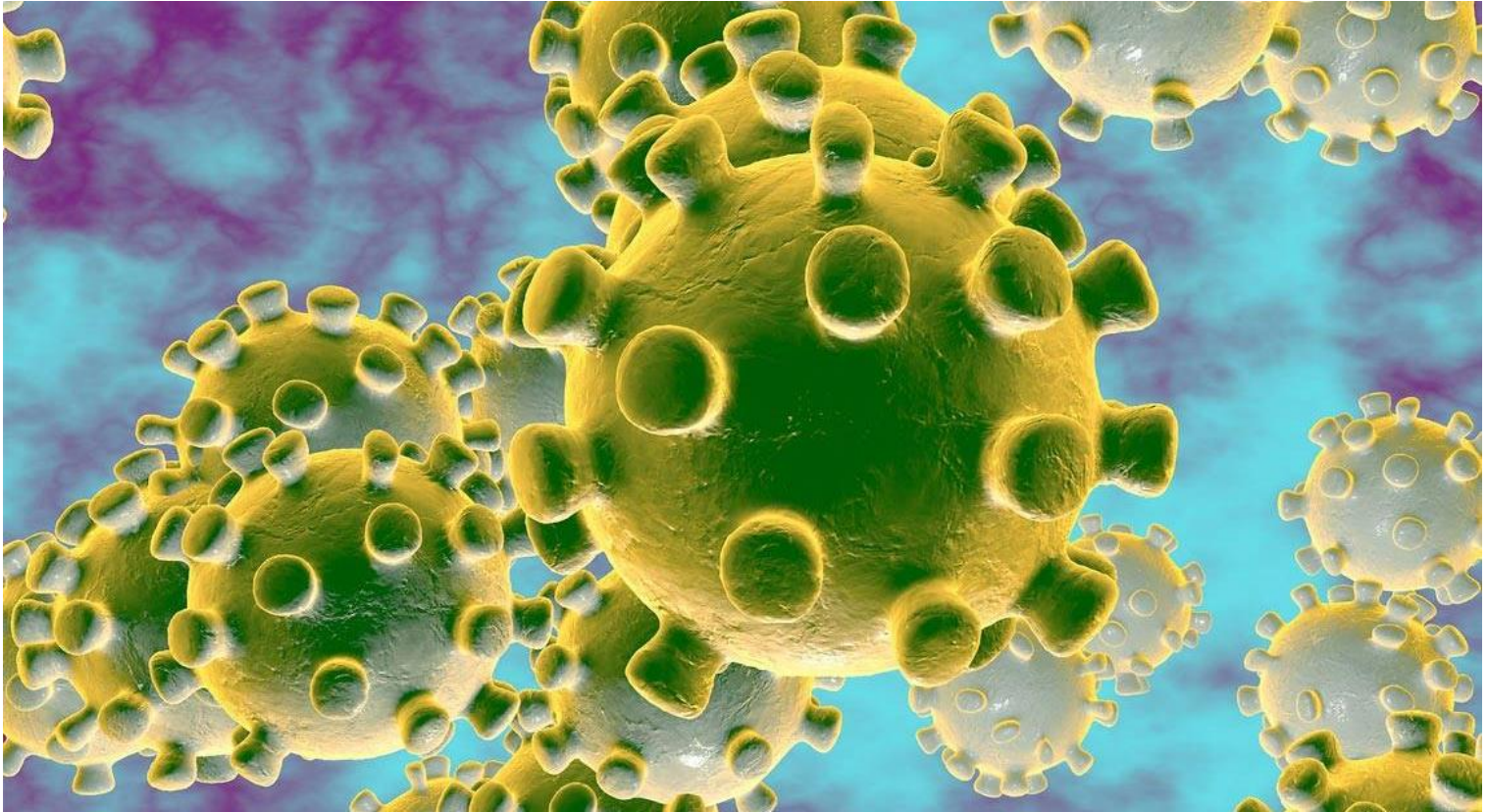
Thursday, May 16, 2019 6:13am | [LOCAL NEWS](#) [NORTHWEST](#) [BOTHELL](#) [MILL CREEK](#)



EVERETT — Snohomish County has its first confirmed case of the measles in the latest outbreak — a teenage boy who attends North Creek High School in the Bothell area.

The Snohomish Health District on Wednesday released a list of locations

Outbreak Response 2020



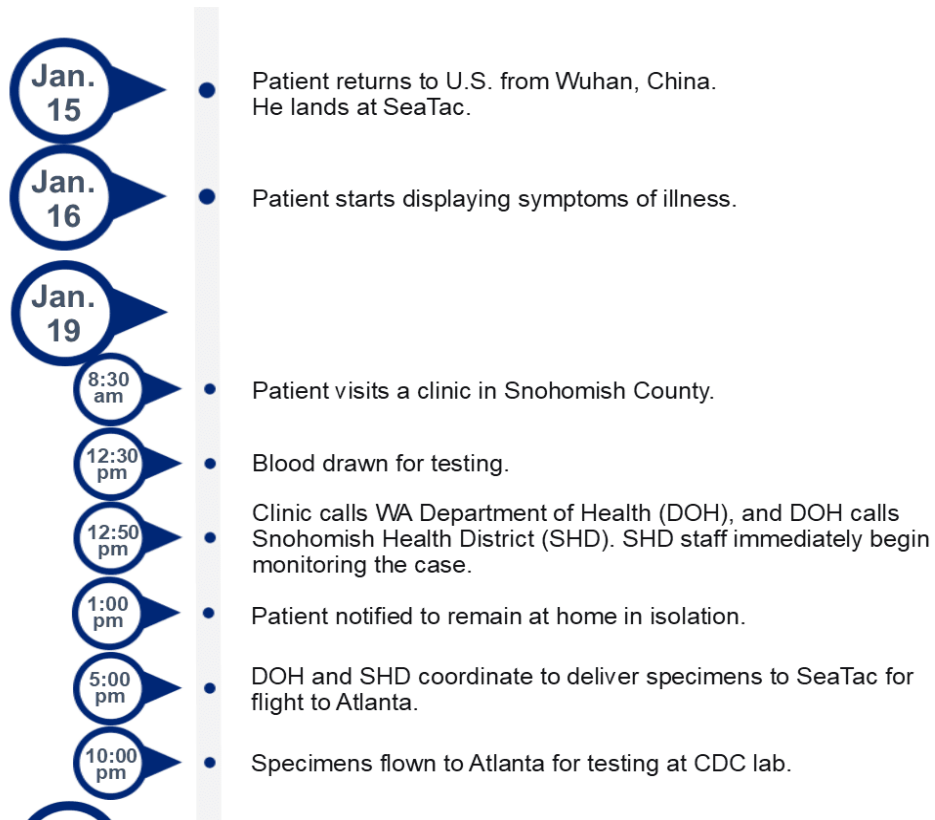
2019-Coronavirus (n-CoV)

Coronaviruses

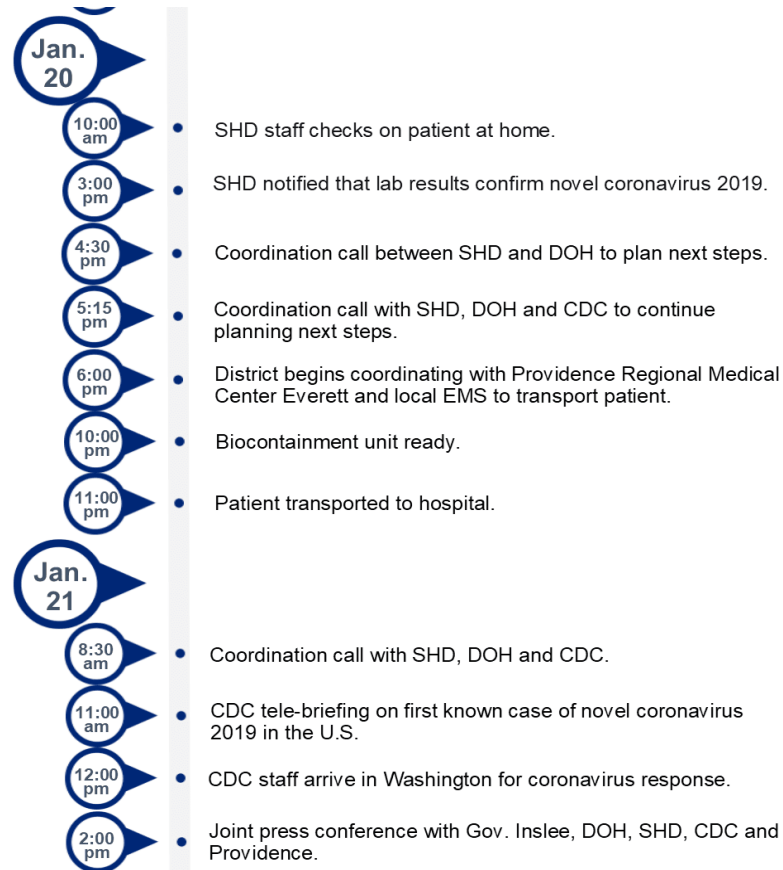
- Family of RNA viruses that typically cause mild respiratory disease in humans.
- Also more virulent strains including Severe Acute Respiratory Disease coronavirus (SARS-CoV) and Middle Eastern Respiratory Syndrome coronavirus (MERS-CoV).

Local Response

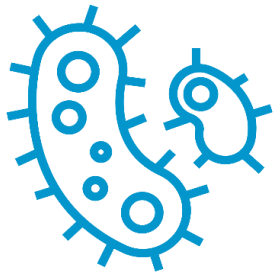
SHD Response Timeline



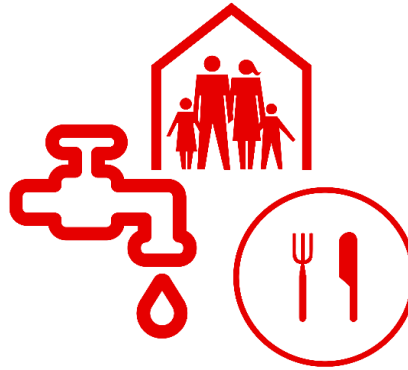
SHD Response Timeline



2019-2021 State Budget Priorities



**Communicable
Disease
Response**



**Environmental
Health
Response**



Assessment

\$100M/biennium ask → \$22M appropriated

Ways You Can Help



Spread the word out about what public health does



Connect us with other partners in the community



Get involved in policy planning or workgroups



Advocate for sustainable public health funding and key issues

Keep in touch

Blog

Public Health Essentials
 A place to highlight the work of the Snohomish Health District as well as share health-related information and tips. Have an idea or question? Drop us a line at SHDInfo@snohd.org.

- Tools
 - RSS
 - Notify Me
 - View Archived
- Blog
 - Public Health Essentials

Sign up for our blog, newsletters, alerts and more at www.snohd.org/NotifyMe

Newsletters

4,281 total subscribers

THE FOOD for THOUGHT Newsletter
 Spring 2019

Food Donation Guide
 Many restaurants would like to donate food, but worry about the liability of doing so. They don't want their good deed to result in claims of illness or bad press. The "Good Samaritan Food Donation Act" protects donors from criminal and civil liability if the food has been prepared and maintained safely throughout the process. It does not mean that donors or hunger relief organizations are exempt or don't need to follow safety rules. They need to create and follow a process that keeps the food safe while donating. This allows restaurants to help those in the community and reduce waste.

THE CHILD CARE HEALTH Newsletter
 SNOHOMISH HEALTH DISTRICT
 www.snohd.org

Click here to Visit Our Website July 2019

MMR Vaccine Exemption Law
 Washington State has passed new laws that impact MMR vaccination exemption in child care centers and schools. Personal and philosophical exemptions will no longer be permitted for the MMR vaccine. Medical and religious...

THE ABCD TINY BITES Newsletter
 SNOHOMISH HEALTH DISTRICT
 www.snohd.org

Summer 2019
 Your quarterly children's oral health newsletter for Snohomish County, provided by the Access to Baby and Child Dentistry (ABCD) Program. Stay informed of program updates and learn about promoting children's oral health with patients, clients, and families.

THE DIVE into SAFETY Newsletter
 SNOHOMISH HEALTH DISTRICT
 www.snohd.org

Spring 2019

Important Safety Reminders
 As the weather warms and summer approaches, it's a good time to begin preparing your pool or spa for the upcoming season.
 It's a good idea to conduct a thorough inspection of your own to ensure a safe and healthy swim season. Be sure to:
 • Ensure that all doors and gates to the pool enclosure self-

THE HEALTHY COMMUNITIES Newsletter
 SNOHOMISH HEALTH DISTRICT
 www.snohd.org

Issue 5 Spring 2019

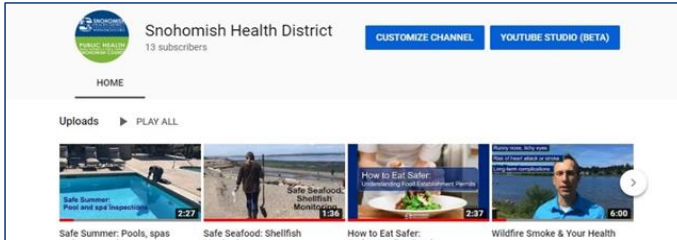
Helping Teens Quit JUUL and Other Vapor Devices
 Where can teens go when they want to quit JUUL and other vapor devices? Teens' options are limited because of their age, but there are choices available.

Find us at local events.



Request the Health District at your event:

www.snohd.org/EventRequest



Follow us on Facebook, Twitter, YouTube or Instagram.

Thank you

contact information

For more info, please contact:

Shawn Frederick, MBA
Administrative Officer
425.339.8687
SFrederick@snohd.org

Heather Thomas
Public & Government Affairs Manager
425.339.8688
HThomas@snohd.org



Agenda Item # _____

Meeting Date: February 4, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: A Resolution of the City of Mill Creek, Washington, declaring Mill Creek to be a Veteran Friendly Community and the City of Mill Creek to be a Veteran Friendly Employer.

PROPOSED MOTION:

Motion to adopt resolution 2020 – 585 declaring the City of Mill Creek, Washington to be a veteran friendly community and the City of Mill Creek to be a veteran friendly employer.

KEY FACTS AND INFORMATION SUMMARY:

Employer Support of the Guard and Reserve (ESGR) is the lead U.S. Defense Department program promoting cooperation and understanding between civilian employers and their National Guard and Reserve employees. Established in 1972, ESGR operates within the Office of the Assistant Secretary of Defense for Reserve Affairs. ESGR develops and promotes supportive work environments for service members in the Reserve Components through outreach, recognition, and educational opportunities that increase awareness of applicable laws and resolves employer conflicts between the service members and their employers.

The Resolution does not cost the city anything. It provides positive recognition for the City of Mill Creek and demonstrates its support of our men and women in uniform and its commitment to comply with federal law in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA).

Mike Kidd is a retired Navy Captain with over 30 years of service and was the former Regional Commander for Naval Reserve Forces in the NW. He is currently a volunteer with the ESGR.

ATTACHMENTS:

N/A

Respectfully Submitted:

Michael G. Ciaravino

Michael Ciaravino
City Manager

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF MILL CREEK, WASHINGTON,
DECLARING MILL CREEK TO BE A VETERAN FRIENDLY
COMMUNITY AND THE CITY OF MILL CREEK TO BE A VETERAN
FRIENDLY EMPLOYER.**

WHEREAS, the City of Mill Creek is home to many Veterans, Active Duty Service Members, Military Reservists, National Guard members, and their families; and

WHEREAS, the City of Mill Creek recognizes that Veterans, Active Duty Service Members, Military Reservists, National Guard members, and their families are essential to the strength of our Nation and the well-being of our communities; and

WHEREAS, in the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society; and

WHEREAS, if these volunteer forces are to continue to serve our Nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security; and

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

Section 1. The City of Mill Creek, Washington declares itself to be a Veteran Friendly Community, actively providing support and assistance to Veterans, Active Duty Service Members, Military Reservists, National Guard members, and their families.

Section 2. The City of Mill Creek fully recognizes, honors and complies with the Unformed Services Employment and Reemployment Rights Act (USERRA).

Section 3. The City of Mill Creek provides its managers and supervisors with the tools they need to effectively manage those employees who serve in the National Guard and Reserves.

Section 4. The City of Mill Creek appreciates the values, leadership and unique skills Service Members bring to the workforce and encourages opportunities to employ Guardsmen, Reserves, transitioning Service Members and Veterans.

Section 5. The City of Mill Creek continually recognizes and supports our country's Service members and their families in peace, in crisis and in war.

PASSED IN OPEN MEETING this ____ day of ____, 2020 by a vote of ____ for,
____ against, and ____ abstaining.

PAMELA J. PRUITT, Mayor

ATTEST:

NAOMI FAY, INTERM CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

SCOTT M. MISSALL, CITY ATTORNEY



Agenda Item # _____

Meeting Date: February 4, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

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

PROPOSED MOTION:

N/A

KEY FACTS AND INFORMATION SUMMARY:

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

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

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

The most recent PAC Meeting (No. 4) occurred on November 20, 2019. The agenda focused on the development of a Vision Statement that will be used as the basis for two land use alternatives. These two land use alternatives and the existing land use plan will be analyzed and compared to each other to determine a preferred alternative for the subarea.

To construct the Vision Statement, the PAC participated in a workshop setting to identify what they believed to be the most important phrases and words that had been identified in the Focus Group Workshops. PAC members also were given the opportunity to introduce new phrases and words of importance. To identify the most important phrases and words, the candidate phrases and words from the Focus Group Workshops were placed on display boards and the PAC members were asked to place blue dots by the phrases/words that were most important to them.

City Council Agenda Summary

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They also were provided with a limited amount of green dots and were asked to place those on the very most important/highest priority phrases/words to be included in the vision statement/guiding principles. Lastly, PAC members also were asked to place orange dots on the words that they feel are most important in expressing what it is like to live in Mill Creek.

At the end of the meeting, the PAC directed the consultant and staff to draft a Vision Statement that reflected the preferences identified during their workshop exercise. The PAC asked that the Vision Statement clearly provide direction for the preparation of the two land use alternatives that will be analyzed and compared with the no action alternative (Attached). The highlights of the vision statement, which Council needs to act, are as follows:

- The character of the Town Center should extend south to 164th Street SE with enhanced pedestrian infrastructure;
- Opportunities for some residential uses in buildings similar in scale and design to the existing residential development project in Town Center will be provided;
- Opportunities for regional stormwater facilities will be explored;
- Public use of the subarea will be enhanced through a combination of improvements to open space areas (North Creek Trail and pond) public streets and/or plazas that could be used for festivals and other special events;
- Opportunities for additional retail, restaurant, or other active uses will be provided; and
- The possibility of a south bound stop or terminus for the Orange Line will be evaluated.

Staff requests that the City Council review the Draft Vision Statement and affirm that it is acceptable for the purpose of providing direction for preparing the two land use alternatives.

The next PAC meeting is scheduled for February 12, 2020. With a Council Adopted Vision Statement, the PAC will participate in a charrette that will result in two land use alternatives. Staff will present the two alternatives that result from the charrette to the City Council for review prior to beginning their analysis and release to the public for comment.

CITY MANAGER RECOMMENDATION:

The City Manager and staff requests the Council to discuss the vision and provide guidance to staff on the vision statement elements.

ATTACHMENTS:

- Draft Vision Statement

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



DEVELOPING A DRAFT VISION STATEMENT AS A FOUNDATION FOR THE FUTURE OF THE SUBAREA

January 22, 2020

Introduction

As an outcome of the workshop results from the December PAC meeting, the consultant team has crafted the following draft vision statement for PAC review prior to our next meeting, February 12. Meetings notes were circulated last week summarizing the results of visioning workshop, and the draft vision statement below

We will hold a charrette to develop potential scenarios for the subarea for future study. One of the scenarios will be a “no action” scenario/alternative—no changes to plans or codes, with existing land use and zoning classifications remaining as is. Two of the scenarios/alternatives will study two different variations of change in the subarea. The vision statement applies to these two scenarios focused on a different future from what exists today. We will send out some guidance on the themes that the workshop teams will focus on and the potential types and levels of change (showing precedent examples) that might be considered as part of the charrette work.

The draft “Vision Statement” on the next page would apply to the two scenarios/alternatives that study different variations of change in the subarea. The draft Vision Statement envisions a stronger focus on public and civic use enhancements, including multi-modal transportation and public open space. The Vision Statement also introduces the concept of extending the character and identity of Town Center to the south through the subarea. The idea of creating a vibrant mixed use area with residential use is also included.



Draft Vision Statement

Serving as both a gateway to Mill Creek and an extension of Town Center, the Mill Creek Boulevard Subarea will redevelop and change over time, extending the character and identity of the Town Center south. The subarea will continue to function as a vibrant commercial and civic hub, with the addition of enhanced pedestrian infrastructure and compatible residential use to further support local businesses. The new residential buildings will be similar in scale and design to the multifamily buildings in and surrounding Town Center. Public use of the subarea will be enhanced and expanded through a combination of improvements to open space areas, the North Creek Trail corridor, public streets, City Hall campus and other public sites, and creation of a public commons plaza area for community use and special events. Additional retail uses, restaurants, and other active use could be added over time within a flexible framework of redevelopment if the market supports these new uses. With implementation of this plan, the subarea will become an extension of the Town Center and will enhance Mill Creek’s desirability as a great place to live, work, shop, play, socialize, and spend time supporting our strong community.

Guiding principles aligned with this vision statement include the following:

- Strengthen the character and identity of the subarea to enhance its sense of place and its importance as a gateway to Mill Creek.
- Address traffic congestion through multi-modal improvements and access to high capacity transit, and provide adequate parking for existing and future uses.
- Make the subarea more pedestrian-friendly—walkable and bikeable so that people will feel encouraged to walk and bicycle between uses rather than drive.
- Consistent with Mill Creek’s reputation as a safe community, ensure that the subarea continues to be a safe and secure place, leveraging the proximity of the police department in the subarea.
- Study the potential to provide turn-around and layover space for the Orange Line bus rapid transit with future improvements so that the line may be re-routed to serve new uses in the subarea.
- Public open space enhancements will provide opportunities for everyone in the community and promote multigenerational activities, with a focus on creating:
 - An attractive multi-modal street network and a network of tree-lined streets as well as connecting pedestrian and bicycle linkages (on-street and off-street);
 - Greenways with healthy trees and vegetation and trails for walking and bicycling connecting to the North Creek Trail corridor, Town Center, and surrounding neighborhoods;
 - An enhanced and expanded North Creek Trail corridor through the subarea;
 - A well-designed regional stormwater system that enhances water quality, flows to area creeks, and habitat for fish and wildlife;
 - Creating an active use area surrounding the City’s pond that relates to surrounding redevelopment; and
 - Introducing festival street and public plaza spaces.



Agenda Item # _____

Meeting Date: February 4, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: DEPARTMENT OF COMMERCE GRANT AGREEMENT FOR THE MILL CREEK BOULEVARD CORRIDOR LAND USE AND INFRASTRUCTURE SUBAREA PLAN

PROPOSED MOTION:

Motion to authorize the City Manager to enter into a grant agreement with the Washington State Department of Commerce (Commerce) to allow the City to request reimbursement for expenses related to the Mill Creek Boulevard Subarea Plan in the amount of \$294,000.

KEY FACTS AND INFORMATION SUMMARY:

On June 11, 2019, the City was officially notified of the Commerce grant award. The Washington State Legislature awarded the City of Mill Creek a 2020 Direct Appropriation Grant for the Land Use and Infrastructure Subarea Plan for the Mill Creek Boulevard Corridor in the amount of \$294,000. The grant expires on June 20, 2023 subject to reappropriation. Any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. In order to receive these funds, the City is required to enter into an agreement with Commerce who has the responsibility of administering state funds and programs. The grant agreement has been reviewed by the City Attorney (Attachment A).

The Agreement is a boilerplate contract utilized by Commerce most frequently for capital construction projects. As a result, there are numerous sections that do not apply to a planning and design project. City staff brought up the issue of the non-applicable sections with Commerce staff, who agreed that these sections were not applicable, but advised that changing this boilerplate contract was a difficult and time consuming process and stated that it would be best to leave the sections in and since they do not apply they would not create an obligation for the City. The City Attorney and staff determined that leaving these non-applicable agreement sections presents minimal risk to the City with a predetermined and very large upside. The minimal risk is mitigated by transmitting the agreement to Commerce with a cover letter acknowledging that the contract terms intended for capital construction projects will not apply to Mill Creek's planning and design project (Attachment B). In addition, notes can be made in the margin on the contract itself to directly identify the non-applicable agreement sections.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to enter into a contract with the Washington State Department of Commerce for the Land Use and Infrastructure Subarea Plan for the Mill Creek Boulevard Corridor.

ATTACHMENTS:

- Attachment A:
Department of Commerce and City of Mill Creek Grant Agreement (with annotations)

City Council Agenda Summary

Page 2

- Attachment B:
Cover Letter transmitting Grant Agreement to the Department of Commerce

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino

City Manager



Department of Commerce

Grant to

Mill Creek City Of
through

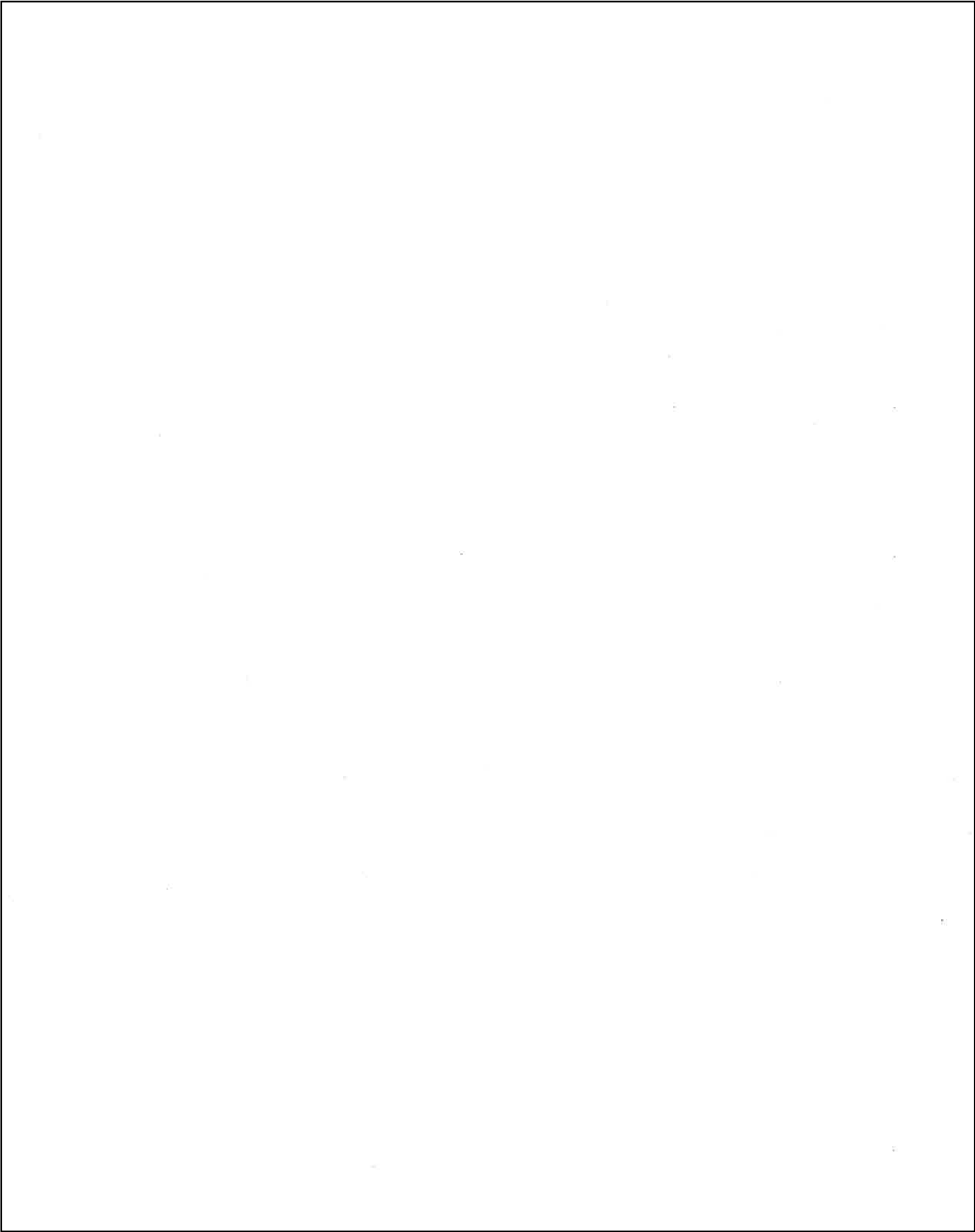
The Local and Community Projects Program

For

Land Use and Infrastructure Subarea Plan for Mill Creek
Boulevard Corridor

Start date: July 1, 2019

—————
COMPANION MARK-UP
CONTRACT TO DRAFT
1.29.2020 CITY
ATTORNEY LETTER
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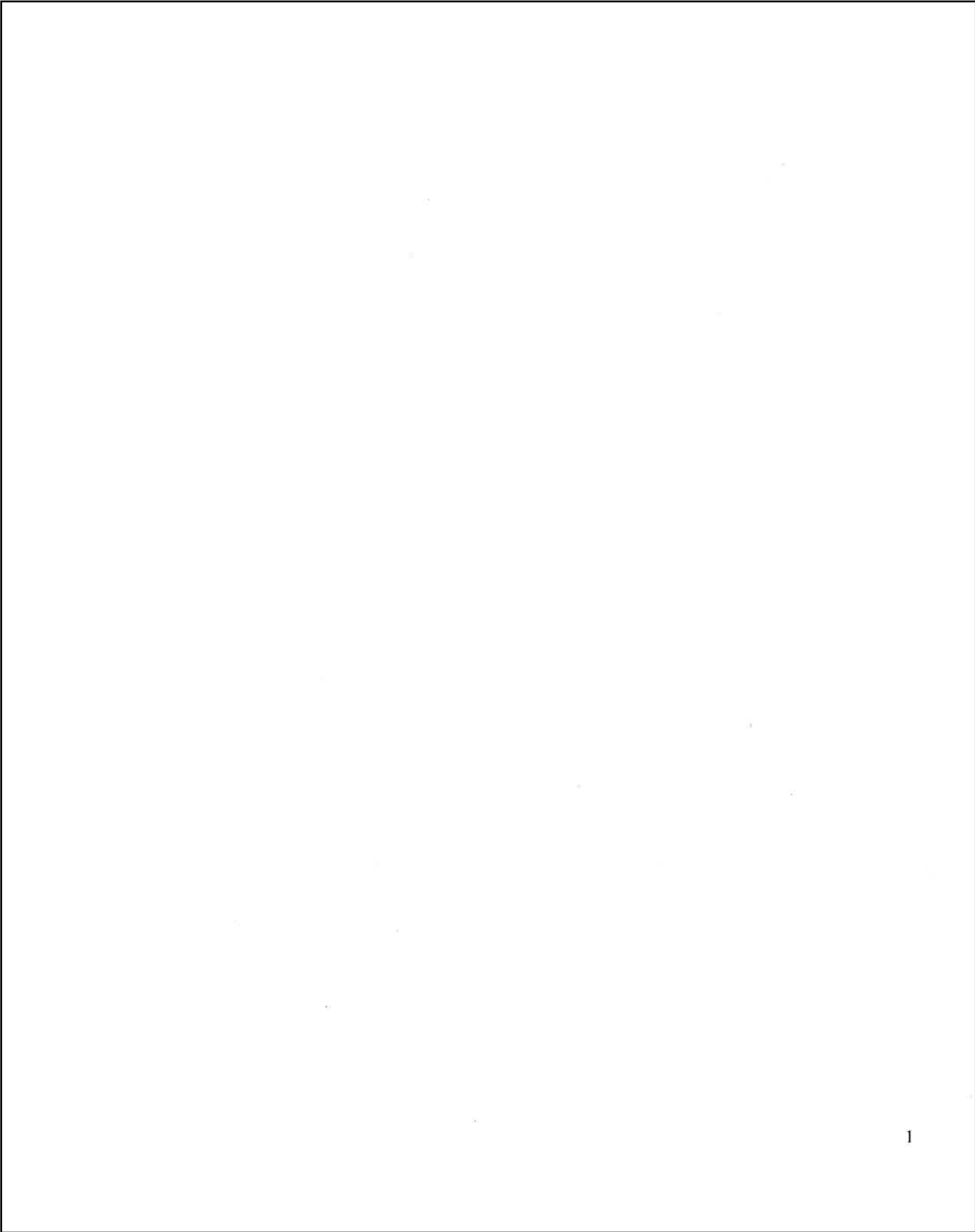
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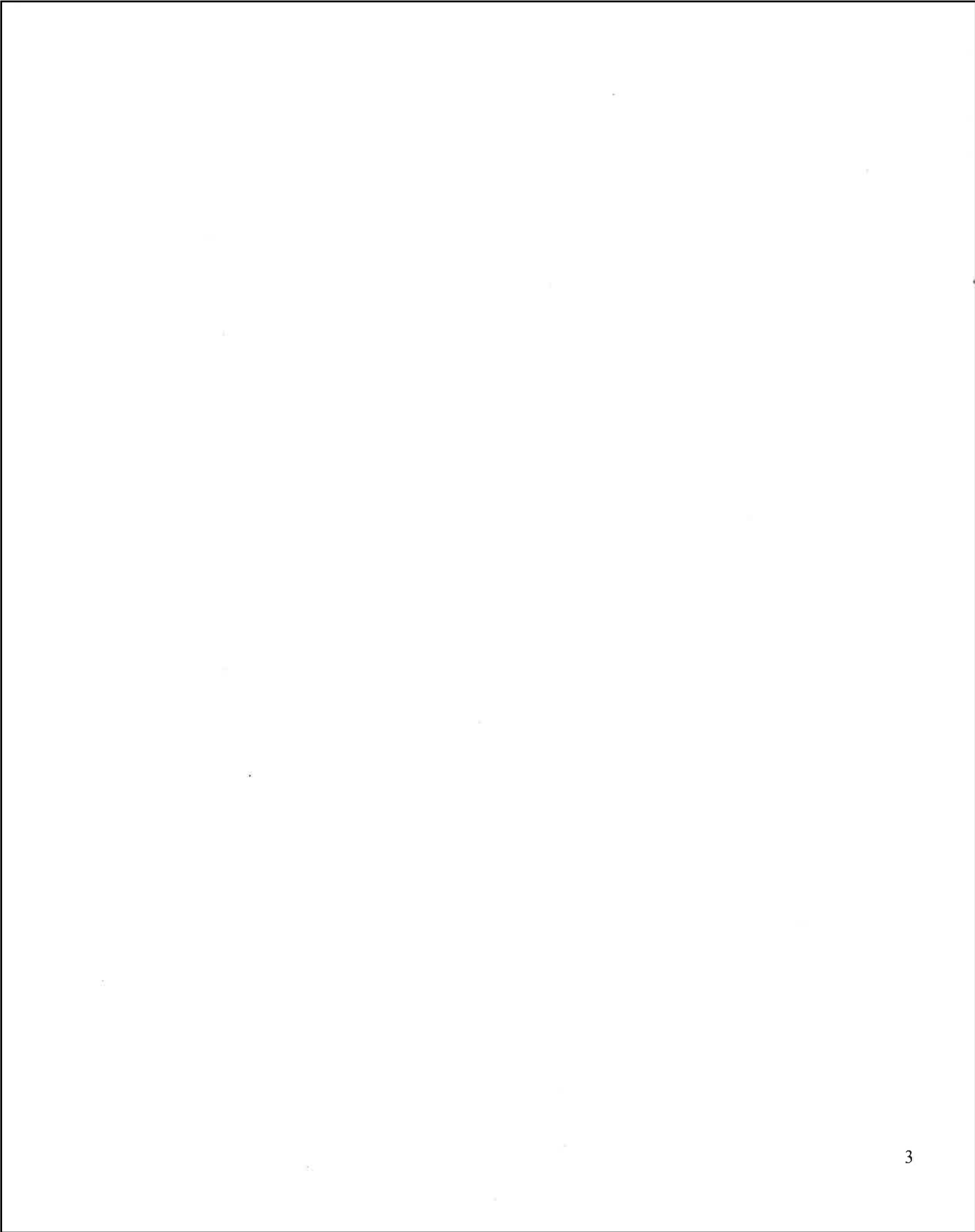
FACE SHEET

Grant Number: **20-96627-138**

Project Name: **Land Use and Infrastructure Subarea Plan for Mill Creek Boulevard Corridor**

**Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit**

1. GRANTEE Mill Creek City Of 15728 MAIN ST MILL CREEK, WA 98012-1227		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Jodie Gunderson, (425) 921-5734 jodieg@cityofmillcreek.com		4. COMMERCE Representative Cathy Brockmann, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 725-3175 Cathy.Brockmann@commerce.wa.gov	
5. Grant Amount \$294,000.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2019	8. End Date June 30, 2023 (subject to reappropriation)
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # 91-1225895	11. SWV # SWV0019424-00	12. UBI # 600598011	13. DUNS # 024856036
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Certification of Availability of Funds to Complete the Project, Attachment "C" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "D" – Certification of Intent to Enter LEED Process.			
FOR GRANTEE		FOR COMMERCE	
Signature _____		Mark K. Barkley, Assistant Director Local Government Division	
Print Name _____		Date _____	
Title _____		APPROVED AS TO FORM	
Date _____		Luke Eaton, Assistant Attorney General 8/13/2019	
		Date _____	



DECLARATIONS

GRNTEE INFORMATION

GRANTEE Name:	Mill Creek City Of
Grant Number:	20-96627-138
State Wide Vendor Number:	SWV0019424-00

PROJECT INFORMATION

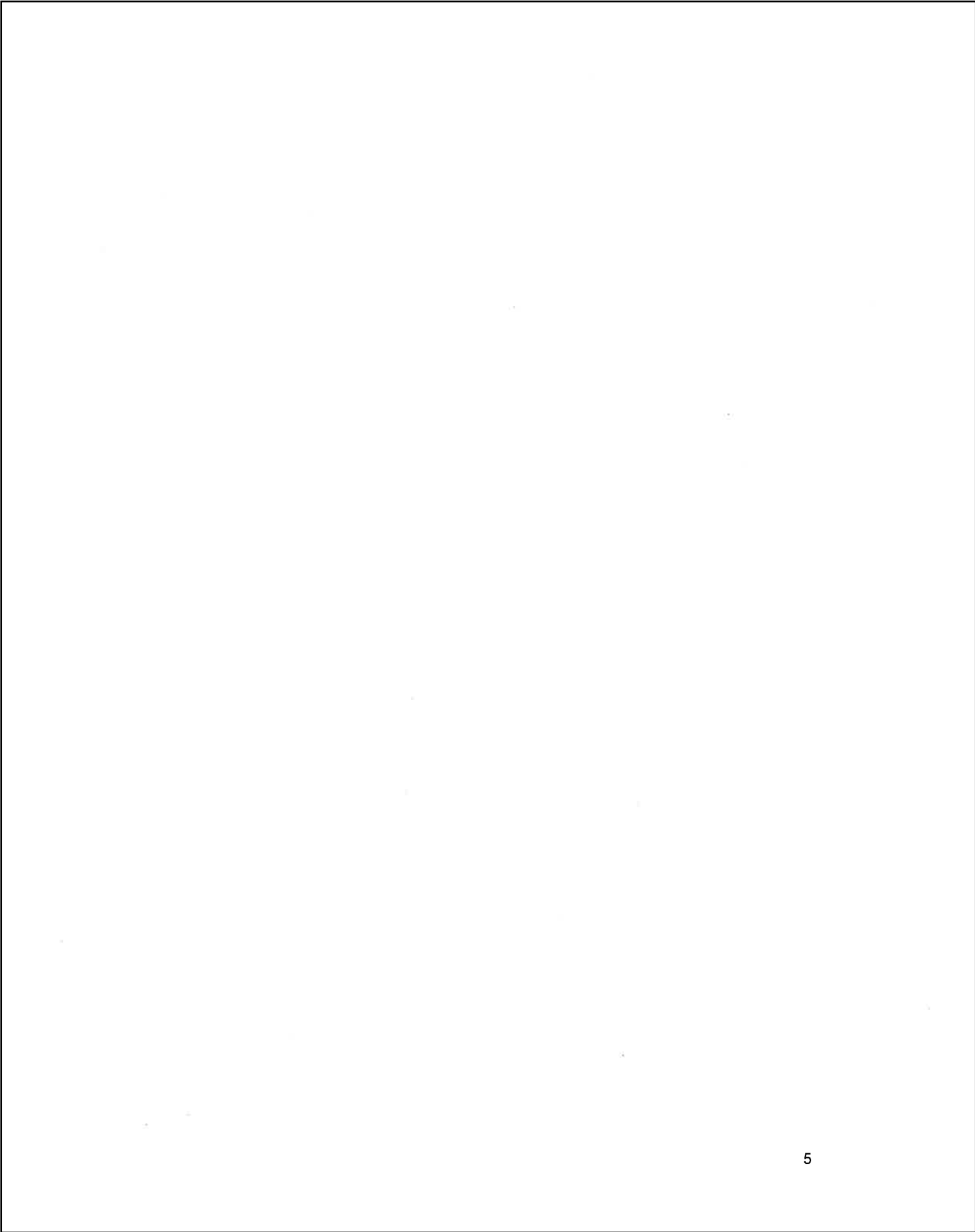
Project Name:	Land Use and Infrastructure Subarea Plan for Mill Creek Boulevard Corridor
Project City:	MILL CREEK
Project State:	Washington
Project Zip Code:	98012-1227

GRANT AGREEMENT INFORMATION

Grant Amount:	\$294,000.00
Appropriation Number:	SHB 1102 SL Section 1042 (2019 Regular Session)
Re-appropriation Number (if applicable):	N/A
Grant End Date:	June 30, 2023 (subject to reappropriation)
Biennium:	2019-2021
Biennium Close Date:	June 30, 2021
Earliest Date for Construction Reimbursement:	July 1, 2016

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A



**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

N/A

PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

N/A

DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

N/A

BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly.**

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

N/A

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

N/A

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

N/A

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

N/A

16. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

21. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

23. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

24. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

25. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

27. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

28. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

29. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEES are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Accounting Services
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

N/A

32. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

33. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

34. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

35. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

36. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

37. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

38. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

39. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

40. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

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41. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

43. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

45. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

46. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

47. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

48. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

49. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

50. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

51. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

52. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

55. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

56. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

57. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

58. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

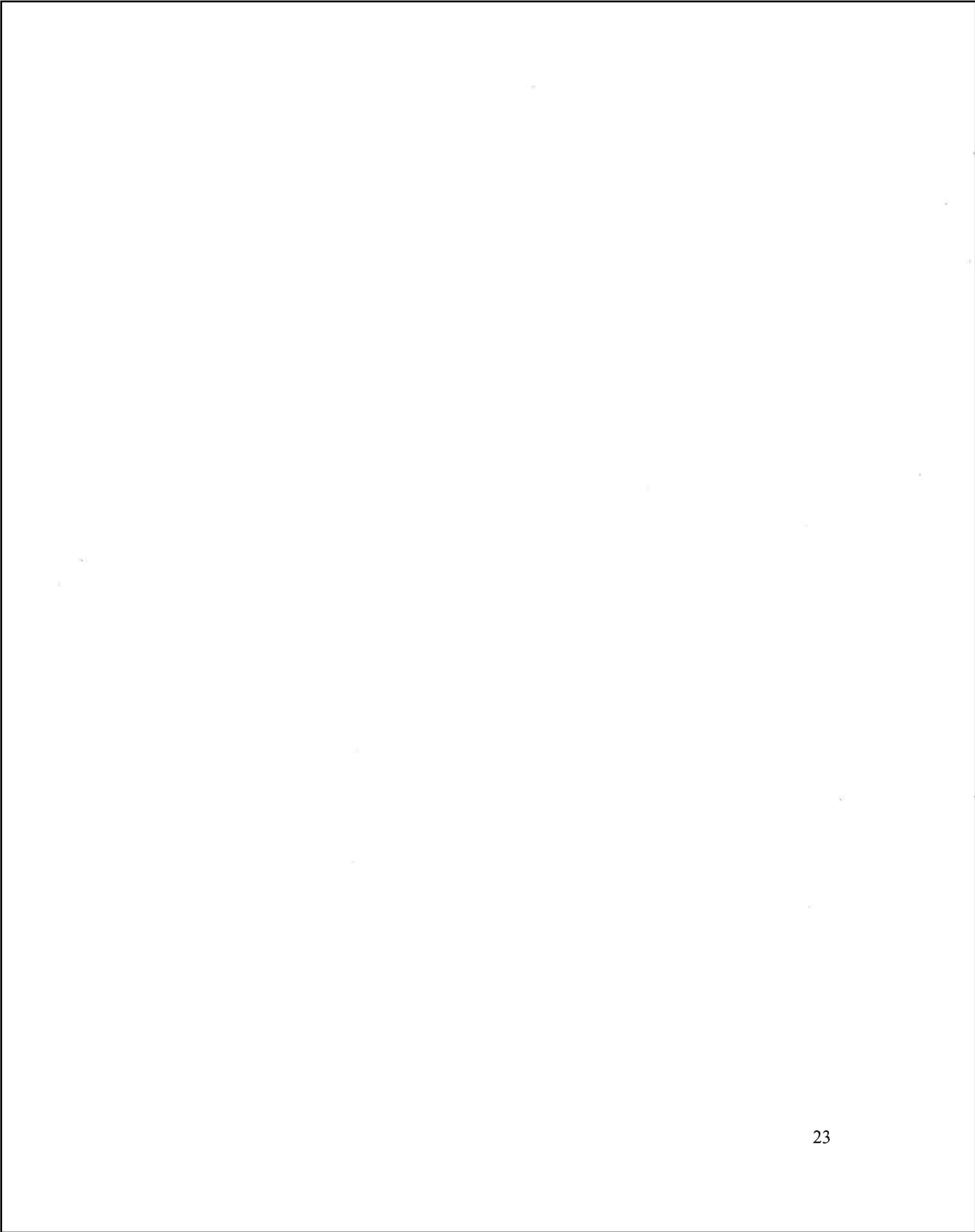
59. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for expenditures related to the development of the Land Use and Infrastructure Subarea plan of the Mill Creek Boulevard Corridor. The location of the project is: Mill Creek WA

Costs will include and not be limited to consultant fees and costs associated with the following:

- Public engagement activities.
- Review and assessment of existing conditions, including a market study and economic development recommendations.
- Analysis and visioning including preliminary design concepts and an analysis of alternatives.
- Final plan and design including a detailed action plan that identifies potential catalyst sites and redevelopment opportunities, timeline, partnership opportunities, and funding and financial strategies.

This project began in April 2019 and is expected to be complete by April 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

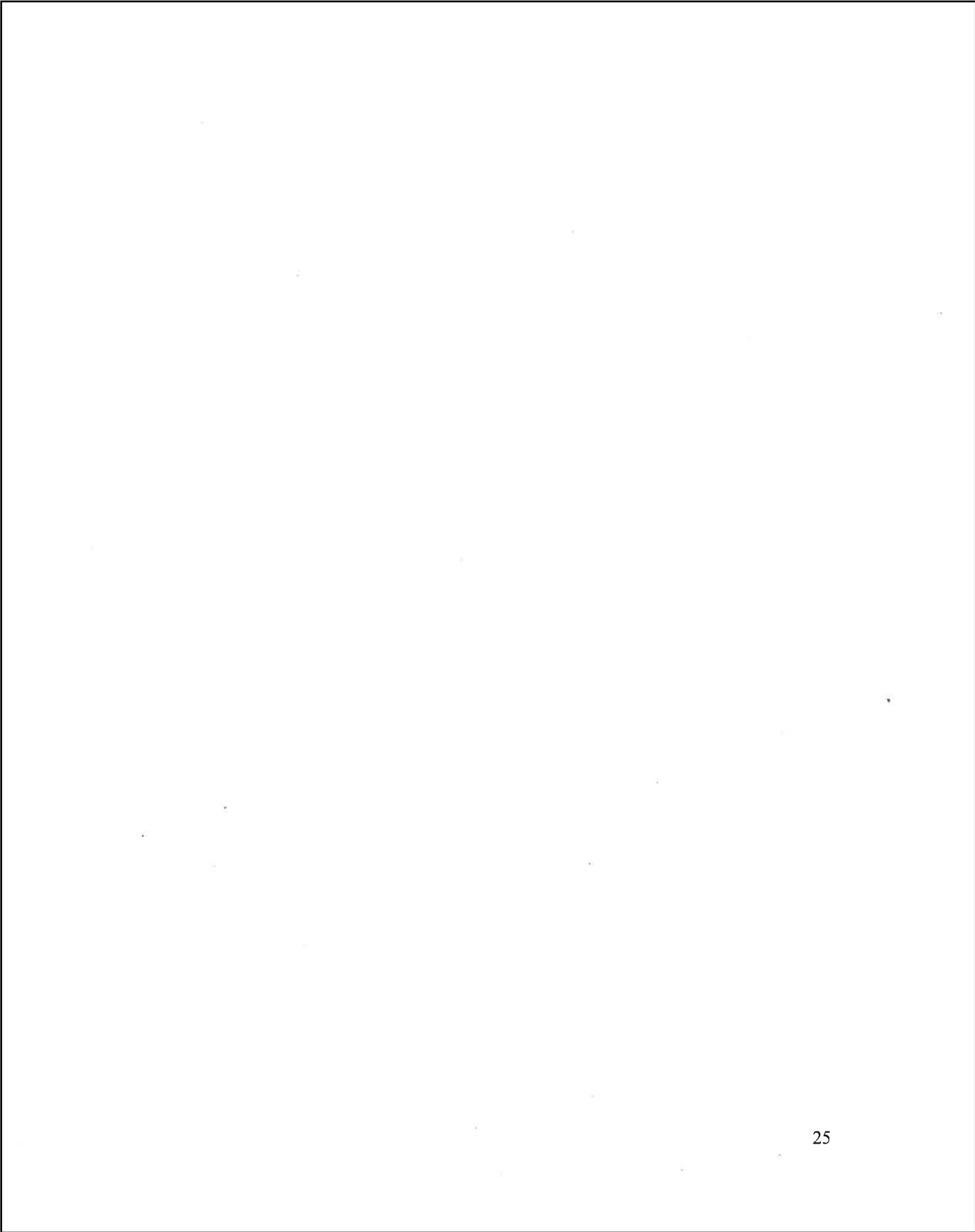
CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE



ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$294,000.00
Other Grants		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
Other Loans		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
Other Local Revenue		
Source #1	City Funds (REET) Funds	\$5,895.00
Total Local Revenue		\$0.00
Other Funds		
Source #1		\$
Source #2		\$
Total Other Funds		\$5,895.00
Total Project Funding		\$299,895.00

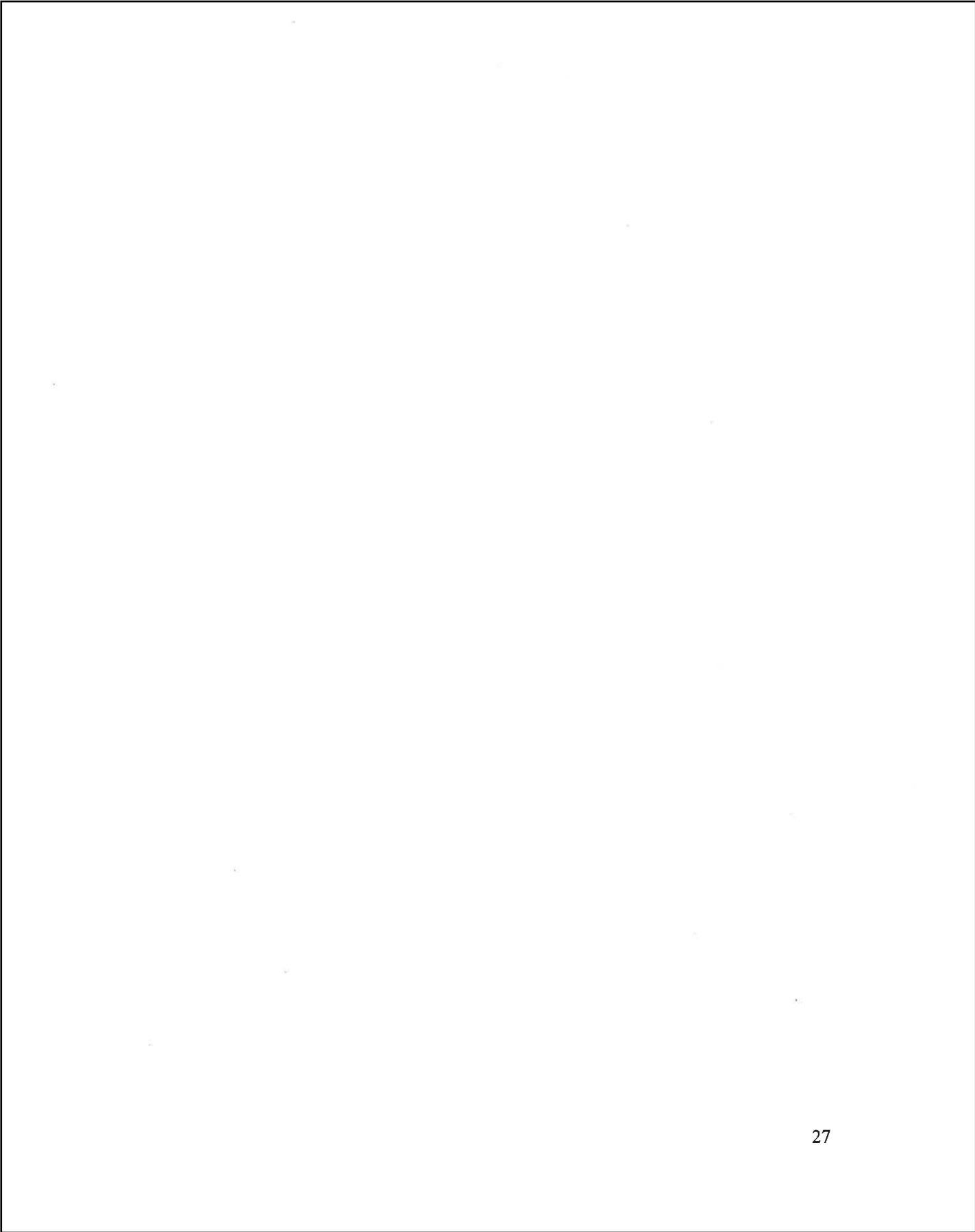
CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE



ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

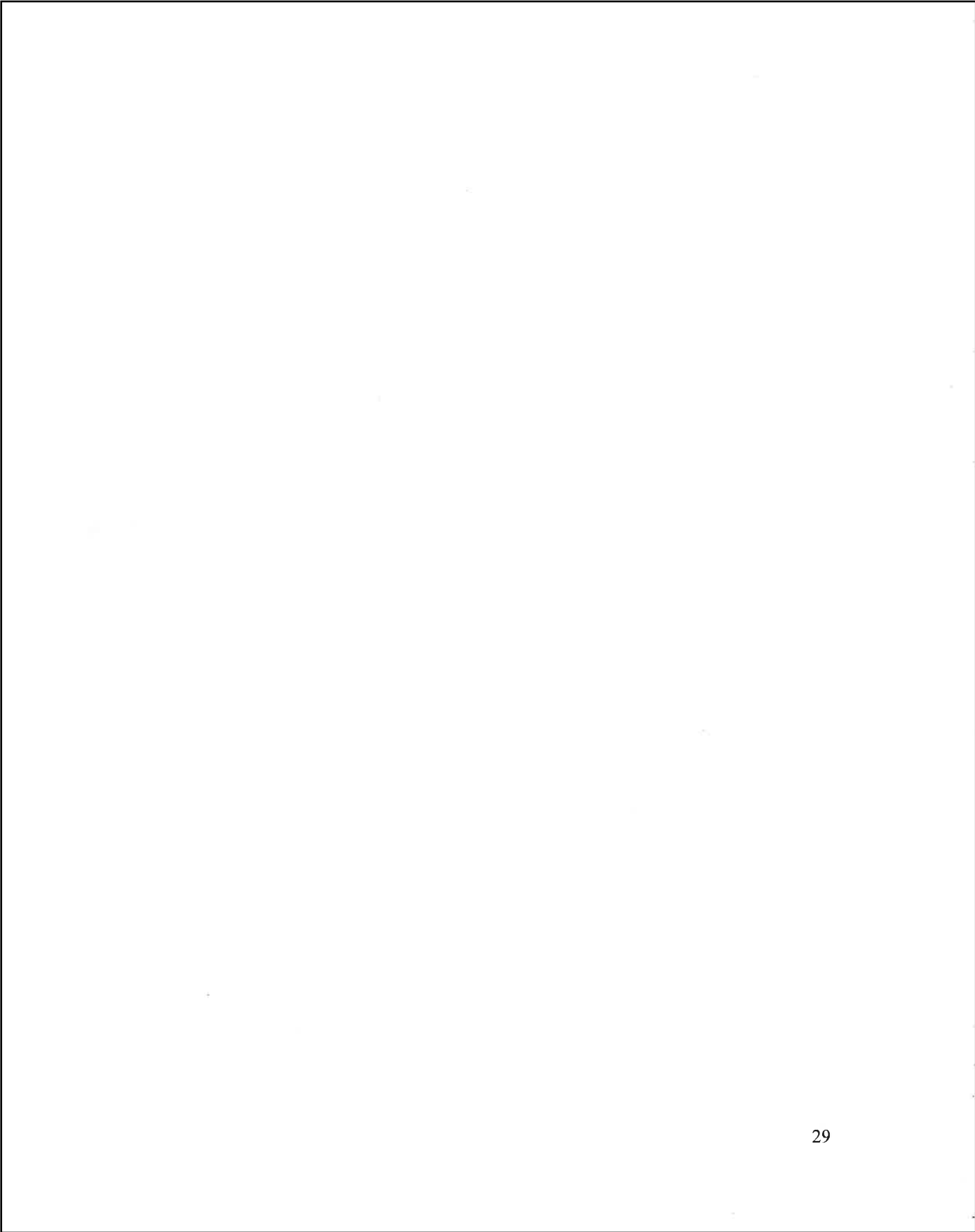
If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE



ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE



OGDEN MURPHY WALLACE, PLLC
901 FIFTH AVENUE, SUITE 3500
SEATTLE, WA 98164-2008

T 206.447.7000
F 206.447.0215

OMWLAW.COM

SCOTT M. MISSALL
206.515.2241
smissall@omwlaw.com

January 29, 2020

VIA _____

Cathy Brockmann
Library Capital Improvement & Dental Clinic Capacity Program Manager
Community Assistance & Research Unit, Local Government Division
Email: Cathy.Brockmann@commerce.gov

Re: Department of Commerce Local Government Grant Contract; Mill Creek Blvd. Subarea Planning Action

Dear Ms. Brockmann:

I serve as City Attorney for the City Mill Creek, and have been working with Sherrie Ringstad, Tom Rogers and Gina Hortillosa regarding the Department of Commerce (Commerce) grant funding contact (GF Contract) you have recently discussed with them. I know all three of them greatly appreciate Commerce's decision to fund the Mill Creek Boulevard Subarea Planning Action (MCBS Planning Action). As you know, that work is wholly focused on subarea planning and related design, and does not involve any capital project or construction improvements.

I am writing because I understand you have reviewed and are in agreement with the City's previous comments concerning the inapplicability of certain capital project terms in the GF Contract being used for the MCBS Planning Action. In light of that, and because it is time consuming to obtain formal changes to the State's GF Contract template, I have listed below the particular GF Contract sections that are inapplicable to the MCBS Planning Action because the GF Contract address many issues that relate to capital construction projects which will not arise in the context of Mill Creek's MCBS Planning Action. Doing this now will clarify what Commerce and the City intended as to the GF Contract and serve as a concise record of that agreement.

Here is the list of capital project terms in the GF Contract that do not apply to the MCBS Planning Action for the reasons stated above:

Sec. 4: This deals with State prevailing wage laws in construction projects. Because construction is not part of the City's subarea planning work, this Section will not apply.

Sec. 5: This deals with recorded documents related to and necessary for capital construction projects. This Section will not apply in the context of the City's subarea planning work.

Sec. 6: This deals with determination of real property valuation for capital acquisition purposes. No property of any sort will be purchased by the City as part of its subarea planning work, and so this Section will not apply.

Sec. 14: This deals with ownership claims and security of funds relating to constructed or capital facilities. Such facilities are not a part of the City's subarea planning work and so this Section will not apply.

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Cathy Brockmann
Program Manager
January 29, 2020
Page 2

Sec. 15: This deals with changes in the ownership of capital facilities constructed or acquired, which will not occur as part of the City's subarea planning work. This Section will not apply.

Sec. 16: This deals with change of uses to leased capital facilities, which will not occur as part of the City's subarea planning work, so this Section will not apply.

Sec. 18: This deals with historical and cultural artifacts that come to light in the context of construction and capital improvement projects. The City's subarea planning work does not involve any construction or capital improvement work, and so this Section will not apply.

In addition to the foregoing, you and Ms. Ringstad discussed the applicability of the copyright provisions at Sections 32 and 36 of the GF Contract, and agreed that they should not apply to the written products of the City's subarea planning work. For that reason, I list the following two additional sections as other nonapplicable provisions:

Sec. 32: This copyright provision will not apply to the City's subarea planning work and its written products.

Sec. 36: This requires the City to indemnify Commerce, including indemnity for violation of the GF Contract copyright terms. Because the copyright provisions of Sec. 32 are not applicable to the City's subarea planning work, those portions of Section 36 requiring copyright indemnity do not apply.

The City has approved and signed the GF Contract with the understandings expressed in this letter. Because these have been previously addressed with you, the City believes this letter will not create any problem in completing the GF Contract.

Thank you for your time and effort in assisting Mill Creek. If you have any questions, please let me know. I am happy to help.

Sincerely,
ODGEN MURPHY WALLACE, P.L.L.C.

Scott M. Missall
City Attorney

SXM:lx
Enclosure

Cc: Michael Ciaravino, City Manager
Gina Hortillosa, Director
Tom Rogers, Planning Manager
Sherrie Ringstad, Associate Planner

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MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, January 28, 2020

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

Minutes are the official record of Mill Creek City Council meetings. Minutes document action taken at the council meeting, not what was said at the council meeting.

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor
Brian Holtzclaw, Mayor Pro Tem
Vince Cavaleri, Councilmember
Mark Bond, Councilmember
Stephanie Vignal, Councilmember

Councilmembers Absent:

Mike Todd, Councilmember
John Steckler, Councilmember

- A. Councilmember Vignal made a motion to excuse Councilmember Todd and Councilmember Steckler due to attending the Association of Washington Cities (AWC) City Action Days 2020 conference in Olympia. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- B. Public comment on items on or not on the agenda
No public comment.

PRESENTATIONS

- C. Recognition of City participation in 2019 National Night Out. Mill Creek placed 19th in category 4 (cities 15,000-50,000 in population)
(Scott Eastman, Acting Chief of Police & Stan White, Detective Sergeant)
The City of Mill Creek Police Department took part in National Night Out in the summer of 2019. National Night Out is a national community-building campaign that promotes police-community partnerships. During this event the Police Department asked our community members to host block parties in each neighborhood. The block parties provided an opportunity for the City of Mill Creek officers to visit and meet

January 28, 2020 REGULAR COUNCIL MEETING MINUTES

members of the community. The City of Mill Creek participates in Category 4 (areas with 15,000-50,000 population). In 2019 the City of Mill Creek placed 19th in participation, out of a pool of 45 listed entries nationwide.

- D. Recognition for Citizens who participated in 2019 National Night Out by hosting block parties in their communities.

(Scott Eastman, Acting Chief of Police & Stan White, Detective Sergeant)

The City of Mill Creek Police Department recognized community members who have dedicated the time and effort to plan and coordinate block parties for their neighborhoods. Five neighborhoods and two Mill Creek businesses took part in the event. The community members recognized were from: Brighton, Gabe Oh; Mill Creek Retirement Community, Marta Street; Auguston Condominiums, Sandi Masterman; Town Center Starbucks, Carrie Aleksandersen; Mill Creek Library, Darlene Weber; Amberleigh, Mary Spalding; and Mill Creek Springs, Shonda Reinikka.

- E. Volunteer Recognition for Service Hours Provided by Citizen Patrol Members

(Scott Eastman, Acting Chief of Police & Stan White, Detective Sergeant)

The City of Mill Creek Police Department recognized and thanked the following volunteers who have specifically served the City of Mill Creek's Police Department as Citizen Patrol members and Chaplin, for their dedication and commitment to our community:

Sally Dagna – Silver Award – 431 hours of service
George DeWitt – Silver Award – 378 hours of service
Barb Heidel – Silver Award – 299 hours of service
Nick Lewis – Bronze Award – 146 hours of service

- F. Oath of Office for Citizen Patrol members.

(Scott Eastman, Acting Chief of Police & Stan White, Detective Sergeant)

The City of Mill Creek Police Department administered the Oath of Office for the Citizen Patrol to Mill Creek residents Tracy Simplot and Jennifer Hoaglan. Citizen Patrol members are given a limited commission to enforce City Ordinance and RCW regarding disabled parking enforcement.

OLD BUSINESS

- G. Olympia Dioceses Update

(Scott Missal, Esq.)

Scott Missal, Legal Counsel for the City of Mill Creek updated the City Council on the projected closing schedule of the purchase and sale agreement of the property located at 13716 Bothell-Everett Highway.

NEW BUSINESS

- H. A Resolution Of The City Of Mill Creek, Washington, Declaring Mill Creek To Be A Veteran Friendly Community And The City Of Mill Creek To Be A Veteran Friendly Employer.

(Michael Ciaravino, City Manager and Michael Kidd, Retired Navy Veteran & Mill Creek Resident)

City Manager Michael Ciaravino and Michael Kidd, retired Navy Captain with over 30

years of service and former Regional Commander for the Naval Reserve Forces in the North West, presented to the City Council with a resolution to declare the City of Mill Creek to be a Veteran Friendly Community and a Veteran Friendly Employer. Michael Kidd, Volunteer with the Employer Support of the Guard and Reserve (ESGR) said the resolution will recognize the City of Mill Creek's Veterans and will demonstrate the support of men and women in uniform and its commitment to comply with federal law in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA).

The Resolution will be presented to City Council on February 4, 2020 at the Regular City Council Meeting when all members of Council are present.

- I. 2020 Cops Hiring Program (Chp) Federal Grant
(*Scott Eastman, Acting Chief of Police*)

The City Manager Michael Ciaravino and Acting Chief Scott Eastman presented to Council and recommended that the City Council authorize the Chief of Police to apply for a 2020 COPS Hiring Program (CHP) grant to apply for a 2020 Department of Justice, Community-Oriented Policing Services Hiring Program grant to hire one police officer. Should the grant be awarded, staff will return to Council to seek authorization to proceed.

Councilmember Cavaleri made a motion to authorize the Chief of Police to apply for a 2020 COPS Hiring Program (CHP) grant to hire one police officer. Councilmember Vignal seconded the motion. The motion passed unanimously.

- J. Police Department Recruitment Strategies
(*Scott Eastman, Acting Chief of Police*)

Acting Chief Scott Eastman presented to City Council an option for the Police Department to recruit using lateral officers by offering an incentive package. Members of Council engaged in a discussion and decided to have further discussions in the future on this topic.

CONSENT AGENDA

- K. Approval of Checks #61365 through #61431 and 61646 through 61701 and ACH Wire Transfers in the Amount of \$375,521.77.
(*Audit Committee: Mayor Pruitt and Councilmember Bond*)
- L. Payroll and Benefit ACH Payments in the Amount of \$ 292,931.11
(*Audit Committee: Mayor Pruitt and Councilmember Bond*)
- M. City Council Meeting Minutes of January 14, 2020.

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

REPORTS

- N. Mayor/Council

Mayor Pruitt reported that the City Manager gave members of Council a handout with

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a list of venues for the February 22, 2020 City Council Retreat for their considerations and reminded members of Council to submit their topics for the Retreat Agenda.

Mayor Pruitt also mentioned compliments continue to come in regarding the snow removal efforts. Mayor Pruitt stated that two members of the community thanked her for the snow removal efforts. Mayor Pruitt gave credit to the City Manager and City of Mill Creek Public Works Staff for their efforts and was pleased that members of the community are thrilled with the work that is being done by the City Manager and Staff.

Councilmember Bond - no report, but gave some considerations of the different venues for the retreat.

Councilmember Cavaleri also gave input on the venues for the retreat but would prefer not to have the retreat in the City Council Chambers. Councilmember Cavaleri had no report but wanted to share with the community that since 2006 their has been a 33% increase of suicides in the United States while others in other states have seen a decrease. He urged all to be cognizant in our communities and do what we can to address this issue. Councilmember Cavaleri thanked all Citizen Patrol Volunteers for the number of hours they dedicated to the City of Mill Creek.

Councilmember Vignal welcomed Grace Lockett, Interim Chief of Staff and reported that she attended the Mill Creek Chamber luncheon where County Councilmember Terry Ryan and Robotics team were on the program. Councilmember Vignal also attend the MCCC networking event and stated that the Chamber is appreciative that members of Council will be participating at their events. Also, requests the Everett School District to give updates to City Council.

Mayor Pro Tem Holtzclaw agreed with Councilmember Vignal's suggestion to have updates from the Everett School District. Updates: 1.) Snohomish County Tomorrow (SCT) Meeting update 1.) real growth target is still at play at the Puget Sound Regional Council - 3% vs. 6% issue - County is pushing for a higher growth because a large number of vested lots that date back decades that can be developed under the current zoning. This will go forth to the Executive Committee in March, 2020 for final decision; 2.) SCT presented a chart to illustrate the vision of SCT becoming an avenue for other issues. The Steering Committee approved to move forward on more ideas for the SCT vision.

O. City Manager

- Council Planning Schedule

City Manager Michael Ciaravino introduced Ms. Grace Lockett as the Interim Chief of Staff for the City of Mill Creek. Ms. Lockett served in both the private and public sectors.

Ms. Lockett comes to us from Waianae, Oahu in the State of Hawaii. For the past three plus years, she served as the Chief Compliance and Ethics Officer at the Waianae Coast Comprehensive Health Center. She has an extensive professional history in health care as a seasoned administrator. The lion's share of her career has been dedicated to working in and with health care organizations whose missions are to serve the medically indigent and underserved. Ms. Lockett is well prepared

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academically, she obtained her undergraduate degree from Mount Holyoke College, a graduate degree in public health from the University of Michigan and a law degree from the Cleveland Marshall College of Law in Ohio. Additionally, she completed a post-graduate course in health care compliance from Hamline University School of Law in Minnesota.

- P. Staff
 - Report, etc.

AUDIENCE COMMUNICATION

- Q. Public comment on items on or not on the agenda
- R. Barbara Heidel., Mill Creek resident reminded members of Council to speak into the microphones for good sound quality in the audio.

Jon Ramer, Mill Creek Resident urged Council to approve the Veteran Friendly Resolution that was presented during the Council Meeting. Mr. Ramer proposed his idea he gave to the Council about a year ago to come up with a program to issue discounts to Veterans and possibly issue a Veteran rebate on sales tax or business licenses.

RECESS TO EXECUTIVE SESSION

- S. Discussion of the performance of a public employee per RCW 42.30.110 (1)(g)(h)(i)

Members of Council recessed into Executive Session until 7:40 p.m.
Council voted unanimously to extend Executive Session to 8:00 pm.
Council voted unanimously to extend Executive Session to 8:10 p.m.
Council returned to Regular Session at 8:10 p.m.
No Action was taken.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:10 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

JANUARY 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 Council	8	9	10	11
12	13	14 Council	15	16	17	18
19	20	21	22	23	24	25
26	27	28 Council	29	30	31	

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

MARCH 2020						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Council	4	5	6	7
8	9	10 Council	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Council	25	26	27	28
29	30	31				

Tentative Council Meeting Agendas
Subject to change without notice

Last updated: January 30, 2020

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

February 11, 2020

- Construction Contract Award: Heron Park Play Area Upgrades (19-PARK-01)
- Construction Contract Award: Seattle Hill Road Preservation Project (18-PAVE-03)
- ILA with Alderwood Water and Wastewater District for Seattle Hill Road Preservation Project

February 25, 2020

- HART Report Update

March 3, 2020

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