

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

DUE TO COVID- 19 pandemic, the City of Mill Creek City Council will conduct City Council Meetings virtually until further notice.

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

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

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

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

Next Ordinance No. 2020-863

Next Resolution No. 2020-589

**July 28, 2020
City Council Meeting
6:00 PM**

City of Mill Creek Virtual Council Meeting

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CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

NEW BUSINESS

- B. Surface Water Aging Infrastructure (2021 Grade C Pipe Repairs) Project Professional Services Contract
(Matthew Feeley, Interim Director of Public Works and Development Services)
- C. Gray and Osborne On-Call Engineering Contract
(Matthew Feeley, Interim Director of Public Works and Development Services)

STUDY SESSION

- D. 2021 - 2022 Biennium Budget Kick Off Presentation
(Jeff Balentine, Finance Director)

CONSENT AGENDA

- E. Comcast Franchise
(Elana Zana, Esq. Ogden Murphy Wallace)
- F. Approval of Checks #62182 through #62260 and ACH Wire Transfers in the Amount of \$413753.06
(Audit Committee: Mayor Pro Tem Holtzclaw and Mayor Pruitt)
- G. Payroll and Benefit ACH Payments in the Amount of \$300,054.28.
(Audit Committee: Mayor Pro Tem Holtzclaw and Mayor Pruitt)
- H. City Council Meeting Minutes of:
 - July 7, 2020
 - July 14, 2020
 - Sept. 3, 2019
 - Sept. 10, 2019
 - Sept. 24, 2019
 - Oct. 1, 2019
 - Oct. 8, 2019
 - Oct. 22, 2020
 - Nov. 5, 2020
 - Nov. 12, 2020
 - Nov. 26, 2019
 - Dec. 3, 2019
 - Dec. 10, 2019
 - Dec. 19, 2019

REPORTS

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

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Agenda Item # _____

Meeting Date: **July 28, 2020**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: SURFACE WATER AGING INFRASTRUCTURE (2021 GRADE C PIPE REPAIRS) PROJECT PROFESSIONAL SERVICES CONTRACT

PROPOSED MOTION:

Authorize the City Manager to execute a contract for professional services (design) of the Surface Water Aging Infrastructure (2021 Grade C Pipe Repairs) Project with Gray and Osborne, Inc. in an amount not to exceed \$81,140.00.

KEY FACTS AND INFORMATION SUMMARY:

This Surface Water Capital Program focuses on pipes with a minimum diameter of 18 inches since their potential failure could have a negative effect on life, property or a combination of both. This *larger* infrastructure represents a total of 35,800 LF (approximately fourteen percent of the City's total surface water pipe infrastructure). Under their Contract 2019-1417, Mill Creek Storm Pipe Assessment, Perteet identified pipe faults and graded their severity on a 3-tiered level of granularity: A, C and F. A graded faults were not expected to impact the longevity of the pipe. C graded faults were recommended for repair within ten years. The most severe faults were graded F and recommended to be repaired within one year.

The scope of work for this Surface Water Aging Infrastructure (Grade C Pipes Repairs) Professional Services Contract (Attachment A) focuses on the design of lining and in-situ repair of up to 26 segments – this represents the second bundle of C graded faults identified in the 2018 Storm Pipe Repair Prioritization Memo (Attachment B). The following tasks are included in this professional services contract:

- Task 1 – Project Management and Oversight
- Task 2 – Video Inspection
- Task 3 – Utility Data Acquisition
- Task 4 – Fifty Percent Design
- Task 5 – Ninety Percent Design
- Task 6 – Final Design
- Task 7 – Quality Assurance/Quality Control
- Task 8 – Bid Support
- Task 9 – Design Support during Construction

The project design schedule has a total duration of twenty-five weeks which represents advertising the project in January 2021. The attached contract does not include geotechnical services, inspection services nor construction management.

This project (design phase and construction phase) has been integrated into the proposed 2019-2024 Capital Improvement Plan (CIP) under the Surface Water Aging Infrastructure Program.

This contract is funded by the City's Surface Water Fund and is within the \$150,000 budgeted in the CIP.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to authorize a contract for professional services (design) of the Surface Water Aging Infrastructure (Grade C Pipe Repairs) Project with Gray and Osborne, Inc. in an amount not to exceed \$81,140.00.

ATTACHMENTS:

- Attachment A: Contract 2020-___ Professional Services – Gray and Osborn, Inc.
- Attachment B: Pages 5-7 from City of Mill Creek Storm Pipe Repair Prioritization Memo (2018)

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

CONTRACT _____

**CITY OF MILL CREEK
CONTRACT FOR PROFESSIONAL SERVICES
2020 GRADE C STORMWATER PIPE REPAIR**

1. Parties

1.1 THIS AGREEMENT is made and entered into by and between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington, 98012, a Washington municipal corporation (the "City") and Gray & Osborne, Inc., a corporation organized under the laws of the state of Washington, located and doing business at 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 ("Consultant") (collectively at times referred to as "Parties"), and shall be effective upon the authorized signatures of both Parties to this Agreement ("Effective Date").

2. Recitals

2.1 The City desires to retain the Consultant to perform certain professional design services related to the 2021 Grade C Stormwater Pipe Repair (the "Project").

2.2 The City solicited for professional services as required by law, including RCW Chapter 39.80.

2.3 The Consultant represents it is available and able to provide qualified personnel and facilities necessary to accomplish the work and services contemplated herein within the required time and in accordance with the City's requirements and professional standards.

In consideration of the mutual benefits and promises of this Agreement, the Parties enter into this Agreement on the terms and conditions set forth herein.

3. Scope of Work

3.1 The City hereby retains the Consultant upon the terms and conditions contained herein to perform certain work and services on the Project. The work and services for the Project to be performed by the Consultant are set forth in the Scope of Work, **Exhibit A**, attached hereto and incorporated herein by this reference (the "Work").

3.2 The City has relied upon the qualifications of the Consultant in entering into this Agreement. By execution of the Agreement, Consultant represents it possesses the ability, skill, and resources necessary to perform the Work and is familiar with all applicable current laws, rules, and regulations that reasonably relate to the Work.

3.3 It shall be the responsibility of the Consultant to gather and become familiar with all site information, including existing improvements, before starting and during completion of the Work. The City may make available to the Consultant copies of as-built plans, drawings, survey notes, studies, soil reports, maintenance and performance records, and other relevant data, and property descriptions of various City facilities related to the Project, if any, which are readily available and on file at the City. If provided, these documents are solely for additional information to the Consultant and do not relieve the Consultant of its duties and obligations under this Agreement nor do they constitute any representation or warranty by the City as to conditions or other matters related to the Project.

3.4 Consultant shall take all precautions reasonably necessary to perform the Work and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Work.

3.5 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Work, the Work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

4. Period of Performance

4.1 Completion Date. Consultant shall commence the Work upon the City's issuance of the notice to proceed and shall complete all Work no later than December 31, 2021 ("Completion Date"), unless extended or terminated earlier by the City pursuant to the terms and conditions of this Agreement. The "Period of Performance" is the period of time between the Effective Date and the Completion Date.

4.2 Project Schedule. The general Project Schedule is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Time is of the essence for the Project.

4.3 Time Extensions. The Total Price, Period of Performance, and task budgets shall not be increased because of any unwarranted delays or costs attributable to the Consultant. In the event of a delay not attributable to the Consultant that could not be reasonably anticipated and results in an increase in costs to perform the Work, the City may at its discretion, through the execution of an amendment, increase the Total Price, Period of Performance, and/or task budget.

5. Administration and Supervision

5.1 City. The City Engineer or its designee (who shall be designated in writing by the City) shall perform day-to-day management of this Agreement. Unless otherwise indicated in writing by the City Manager or its designee, the City Engineer will issue notices to proceed, approve all requests for payment, authorize termination or modification of tasks, and approve in writing changes to the task budgets outlined in the Cost Summary, **Exhibit C**, attached hereto and incorporated herein by this reference, provided that such changes do not impact the Total Price or the Period of Performance.

The City Engineer will also be responsible for determining when the Consultant has satisfactorily performed all Work and for ensuring that the Consultant complies with all provisions of this Agreement.

5.2 Consultant. The Consultant represents that it has, or will obtain, all personnel necessary to perform the Work and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform the Work. All services required under this Agreement shall be performed by the Consultant, its employees, or by subconsultants whose selection has been authorized by the City; provided that the City's authorization shall not relieve the Consultant or its subconsultants from any duties or obligations under this Agreement or at law to perform the Work in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that the Consultant owes to the City shall also be owed to the City by the Consultant's subconsultants retained to perform the Work.

5.2.1 Authorized Subconsultants. The Agreement shall identify in the Key Subconsultant List, **Exhibit D**, attached hereto and incorporated herein by this reference, the subconsultants that are authorized to perform Work under this Agreement, or shall state that there are no subconsultants.

5.2.2 Process for Adding or Removing Key Subconsultants

5.2.2.1 If during the term of this Agreement, the Consultant wishes to add or remove a key subconsultant as identified in the Key Subconsultant List, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.2.2 The City has sole discretion to approve or reject a proposed change in a key subconsultant. Before any key subconsultant not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3 Process for Adding or Removing Key Personnel

5.2.3.1 If during the term of this Agreement, the Consultant wishes to add or remove key personnel as identified in the Key Personnel List, **Exhibit E**, attached hereto and incorporated herein by this reference, the Consultant shall provide the City Engineer with a written request identifying the proposed change and obtain written authorization by the City.

5.2.3.2 The City has sole discretion to approve or reject a proposed change in any key personnel. Before any key personnel not already identified in the Agreement can perform any Work, the Consultant must obtain written authorization from the City.

5.2.3.3 If a change is made substituting or changing assigned key personnel or subconsultants, the Consultant shall pay any and all costs associated therewith, including "Transfer of Knowledge and Information." Transfer of Knowledge

and Information shall include all time, labor hours, and costs for reviewing Project documentation, participating in meetings with Project personnel, and participating in site visits to familiarize the person or subconsultant with the Project, the Work, and the Project location(s).

5.2.4 City May Request Removal of Subconsultant or Personnel.

The Consultant shall remove from the Project any personnel or subconsultant, including key personnel or key subconsultants if, after the matter has been duly considered by the City and the Consultant, the City considers such removal appropriate or necessary and in the best interests of the Project and so advises the Consultant in writing.

5.3 Nondiscrimination. In all hiring or employment decisions arising from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation, political ideology, veteran or military status, genetic information, family medical history, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement because of any of the protected characteristics identified above.

6. Changes in Work

6.1 The City may at any time direct the Consultant to make additions within the general scope of the Work, delete portions of the Project, or revise portions of the Work. Any direction from the City that results in an increase or decrease in the Scope of Work or Project Schedule, changes the Total Price or Period of Performance, or changes affecting the Scope of Work and Total Price for the Project shall be made only by an amendment to this Agreement prior to the work being performed. Subject to Section 6.2 below, the City Manager is the only authorized City representative who may sign such amendments.

6.2 Changes described in Section 6.1 above may be made in writing by the City Engineer if such changes individually, and cumulatively as to all such changes for the Project, do not increase the Total Price specified in Section 9.1.

6.3 In the event the Consultant identifies something that may materially impact the Scope of Work, Project Schedule, and/or Total Price, Consultant shall immediately inform the City Engineer.

7. Responsibility of the Consultant

7.1 Standard of Care

7.1.1 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of the Work and all plans, designs, drawings, specifications, reports, and other services

prepared or performed pursuant to this Agreement. "Consultant shall exercise the degree of care, skill and diligence normally employed by professional consultants engaged in the same profession, and performing the same or similar services at the time such services are performed." The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Work. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or specific breaches of a contractual obligation in the Work or any plans, designs, drawings, specifications, reports, and other services performed under this Agreement.

7.1.2 The City's acceptance of any portion of the Work, or any plans, drawings, designs, specifications, reports, and other products of the professional services rendered hereunder shall not in any way relieve the Consultant of responsibility for the adequacy and accuracy thereof. The City's review, approval, acceptance of, or payment for all or any of the Work, shall not be construed nor shall it operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

7.1.3 The Consultant shall be knowledgeable and familiar with the current edition of the City's Contract Documents (available from the City), and the current edition of WSDOT Standard Specifications for Roads, Bridges and Municipal Construction. All technical specifications drafted by the Consultant shall be consistent with these documents and shall not create any conflict therewith.

7.1.4 The Consultant shall promptly bring to the City's attention all concerns that the Consultant has regarding the Work, design or any finding, conclusions, or final decisions made by the City. The Consultant shall, at the City's request, provide the City with a written evaluation of its concerns, along with proposed solutions to any identified problems.

7.2 Maintenance of Project Documentation

7.2.1 Upon request by the City Engineer, the Consultant shall provide the City with access to all documents and correspondence, including e-mail communications, memoranda, computer files, and all other materials prepared or used in performance of the Work. The City acknowledges that gathering, copying and transmitting documents in this manner is not included in the Scope of Work and agrees to compensate the Engineer accordingly.

7.2.2 The Consultant acknowledges that information and documentation submitted to the City will in all likelihood be considered a public record in accordance with the Revised Code of Washington and may not be exempt from disclosure under the Washington State Public Records Act.

7.2.3 The Consultant acknowledges that unauthorized disclosure of information or documentation concerning this Project may cause substantial economic loss or harm to the City. Except as otherwise required by court order or subpoena, the Consultant shall not without prior written authorization by the City Engineer allow the release, dissemination, distribution, sharing, copying, or other publication or disclosure

of information or documentation obtained, discovered, shared or produced pursuant to this Agreement.

8. Commencement and Monthly Reports

8.1 Notice to Proceed. After execution of this Agreement by the City and the Consultant, the City will issue a written notice to proceed on the Project and may issue written notice(s) to proceed on specific tasks thereof if necessary to produce specified work products. Upon receipt of a notice to proceed, the Consultant shall promptly commence work.

8.2 Monthly Reports. Unless otherwise stated in the Scope of Work, the Consultant shall submit to the City Engineer with each invoice a monthly report in a format approved by the City Engineer sufficient to show the activities completed and the Project progress as measured against the Project Schedule and Cost Summary. At a minimum the monthly report shall identify work completed, costs incurred, budget status (budget vs. estimated balance to complete), amendments, project schedule, any variance between planned vs. actual Project performance, all issues that may result in completion of any task beyond the established schedule or task budget, and all issues that may result in an increase in Total Price.

9. Compensation

9.1 The City will pay the Consultant for authorized and satisfactorily completed Work in accordance with the terms of this Agreement. Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and the rate(s) and for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals all as specified in the Cost Summary. In no event, however, shall the total cumulative payment(s) paid by the City exceed the sum of Eighty One Thousand One Hundred Forty Dollars (\$81,140.00), including applicable state taxes ("Total Price"). The Total Price is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed amendment.

9.2 Invoice Process. The Consultant shall submit to the City Engineer an invoice for payment for Work once per month. The invoice shall identify the Work completed since the previous invoice, and shall be computed pursuant to this Agreement. The invoice may be combined with the monthly report specified in Section 9.2.

9.2.1 Invoice Details. Invoices shall detail the Work by task, hours, and employee name and level for which payment is being requested; include copies of all invoices from authorized subconsultants and suppliers for which payment is being requested; and shall itemize, and include copies of, receipts and invoices for all other direct costs.

9.2.2 Maximum Amount. At no time shall the total cumulative amounts paid for the Work (calculated as a percentage of the Total Price) exceed the Total Price or the amount that would be due based on the percentage of the Work satisfactorily completed as determined by the City.

9.2.3 Payment. Upon acceptance by the City of the invoiced Work, which acceptance shall not be unreasonably withheld, Consultant shall be compensated in accordance with the City's usual procedures. In the event of a disputed invoice, the City may pay the undisputed amounts and withhold from payment the disputed portion of the invoice.

9.3 Final Payment. Final payment to the Consultant for the Work will be made in accordance with the City's usual procedures after all of the following are verified by the City Engineer:

9.3.1 Satisfactory completion of all of the Work;

9.3.2 Receipt by the City of the plans, studies, surveys, photographs, maps, calculations, notes, reports, warranties and all other documents and/or deliverables which are required to be prepared and submitted by the Consultant;

9.3.3 Delivery of all equipment and/or materials purchased specifically for the Project where the City has reimbursed the Consultant for such costs.

9.4 Release. Acceptance of any payment by Consultant shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to the Consultant, whether periodic or final, shall constitute a waiver or release by the City of any claim, right or remedy it may have against the Consultant regarding performance of the Work as required by this Agreement.

10. Termination of Agreement

10.1 Termination for Default

10.1.1 The City may terminate this Agreement, in whole or in part and at any time, in writing if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the City.

10.1.2 If the City terminates all or part of this Agreement for default, the City shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the City incurs or will incur because of the Consultant's default. In such event, the City shall consider the actual costs incurred by the Consultant in performing the Work to the date of termination, the amount of Work originally required which was satisfactorily completed to the date of termination, whether that Work is in a form or of a type which is usable and suitable to the City at the date of termination, the cost to the City of completing the Work itself or of

employing another firm to complete it and the inconvenience and time which may be required to do so, and other factors which affect the value to the City of the Work performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the City from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

10.1.3 If a termination for default by the City is ultimately determined to be wrongful, it shall be deemed a termination for convenience, and not a breach of this Agreement.

10.2 Termination for Convenience

10.2.1 The City may terminate this Agreement, in whole or in part and at any time, in writing for the convenience of the City.

10.2.2 If the City terminates this Contract for convenience, the City shall pay the Consultant the amount otherwise due in accordance with this Agreement for services satisfactorily performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement.

10.3 Consultants Duties Upon Termination

10.3.1 Upon receipt of a termination notice, whether by default or for convenience, the Consultant shall at no additional cost to the City:

10.3.1.1 Promptly discontinue all Work affected (unless the notice directs otherwise);

10.3.1.2 Terminate all contracts with subconsultants to the extent they relate to the Work terminated; and

10.3.1.3 No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the City all data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for the Project where the City has paid the Consultant for such items.

10.3.1.4 Take any action necessary, or that the City may reasonably direct, for the protection and preservation of property or Work related to this Agreement that is in the possession of the Consultant and in which the City has or may acquire an interest.

11. Ownership and Use of Documents

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

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

12. Third-Party Claims and Disputes

12.1 At the City's request, Consultant will assist the City in review and evaluation of claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes arising out of the Work, regardless of whether or not consultant is named in such legal action. The Parties shall cooperate to agree on the compensation for such services. If Consultant is determined to be responsible for the claim, dispute or litigation due to its act, omission, negligence or breach of this Agreement, it shall remit back to the City the amounts paid under this Section to the extent of such act, omission, negligence or breach.

13. Audit and Access to Records

13.1 The Consultant, including its subconsultants, shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The City, or any of its duly authorized representatives, shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six years after completion of the Project. The City shall also have access to such books, overhead data, records and documents during the performance of the Work if deemed necessary by the City to verify work performed and invoices, to assist in negotiations for amendments to the Agreement or modifications to tasks, and to resolve claims and disputes.

13.2 Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

13.3 Consultant shall provide the City, six years after completion of the Project, all original books, records, documents, and other evidence directly pertinent to performance of the Work.

14. Legal Relations

14.1 The Consultant shall comply, and shall ensure its subconsultants comply, with all the terms of this Agreement and the City resolutions and federal, state and local laws, regulations and ordinances applicable to the Work to be performed under this Agreement.

14.2 In performing the Work, the Consultant and its subconsultants, employees, agents and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of the City in any manner whatsoever. The Consultant shall not hold itself out as, nor claim to be, an officer or employee of the City by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the City. The Consultant shall be solely responsible for any claims/costs and/or losses arising from the Consultant's failure to pay wages, compensation, benefits, or taxes and/or pay for services, supplies, and/or materials provided by Consultant employees, agents and representatives, including subconsultants, and will protect, defend, indemnify and hold the City harmless therefrom.

14.3 The City's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law. The City may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

15. Indemnification and Insurance

15.1 Indemnification.

15.1.1 Consultant shall indemnify, defend and hold harmless the City, its officers, officials, employees, and volunteers ("Indemnified Parties") from and against all claims, damages, losses, and expenses, asserted against one or more Indemnified Parties arising out of or resulting from the Consultant's performance of the Work or any obligation under this Agreement, to the extent caused by the negligent acts or omissions of the Consultant, its subconsultants, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnified Claim"), regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. Where an Indemnified Claim is caused by or results from the concurrent negligence of the Indemnified Parties and the Consultant, the Consultant's duty to indemnify and defend the Indemnified Parties as provided for herein shall apply only to the extent of the negligence of the Consultant or its subcontractors, consultants or other parties for whom the Consultant is responsible.

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

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

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

15.2 Insurance.

15.2.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons, r damage to property or other losses from Consultant's errors or omissions which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

15.2.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

15.2.3 Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Consultant's Automobile Liability insurance policy with respect to the work performed for the City.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

15.2.4 Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

15.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. In the event that such endorsement cannot be obtained from Consultant's insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

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

15.2.7 Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit F**.

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

16. Disputes and Remedies

16.1 Choice of Law. This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the state of Washington in effect on the Effective Date.

16.2 City Manager Review. All claims, counter-claims, disputes, and other matters in question between the City and the Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all facts, data, contentions, and so forth which relate thereto. The City Manager shall make a determination within thirty (30) calendar days of such referral.

16.3 Alternate Dispute Resolution. Should the claim, counter-claims, or disputes not be resolved by the City Manager's decision, the parties shall attempt to resolve the matter through professional mediation, which shall be conducted within thirty (30) calendar days of the City Manager's decision. The cost of mediation shall be shared equally.

16.4 Exhaustion of Administrative Remedies. Referral to and determination by the City Manager or a designee and ADR shall be a condition precedent to the commencement of a civil action to adjudicate such dispute.

16.5 Jurisdiction & Venue. The Superior Court of Snohomish County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and the laws of the state of Washington shall apply.

17. Notice

17.1 Any notice required to be given under the terms of this Agreement shall be in writing and directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

City Engineer
City of Mill Creek
15728 Main Street
Mill Creek, Washington 98012
425-745-1891 (p)
425-745-9650 (f)

President
Gray & Osborne, Inc.
1130 Rainier Ave S, Suite 300
Seattle, Washington 98144
206-284-0860 (p)
206-283-3206

18. General Terms

18.1 Integration. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

18.2 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void. Consultant's standard terms and conditions, whether printed on, attached to, or otherwise incorporated into an exhibit or elsewhere, shall not be binding on Owner.

18.3 Assignment. Consultant shall not assign any portion of its duties or obligations under this Agreement without the City's prior written consent. Any assignment of this Agreement by Consultant without the prior written consent of the City shall be void.

18.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of City and Consultant.

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

18.6 Exhibits. The Exhibits included in the Agreement are identified below. Any inconsistency or conflict between these Exhibits (all as may be modified by the latest amendment) shall be resolved by giving precedence in the following descending order of importance:

- 18.6.1 Exhibit A, Scope of Work;
- 18.6.2 Exhibit B, Project Schedule;
- 18.6.3 Exhibit C, Cost Summary;
- 18.6.4 Exhibit D, Key Subconsultant List;
- 18.6.5 Exhibit E, Key Personnel List;
- 18.6.6 Exhibit F, Insurance

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or representatives as of the day and year written below.

CITY OF MILL CREEK

GRAY & OSBORNE, INC.

Michael G. Ciaravino, City Manager

Michael B. Johnson, P.E.
President

Date: _____

Date: _____

Per resolution/motion:

ATTEST:

Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:

Grant Degginger, Interim City Attorney

Jeff Balentine, Finance Director

EXHIBIT A

SCOPE OF WORK

**CITY OF MILL CREEK
2021 GRADE C STORMWATER PIPE REPAIR**

PROJECT UNDERSTANDING

The City of Mill Creek contracted with Perteet to complete an initial evaluation and rating of large stormwater pipelines (18-inch diameter and greater) within the City and presented the findings in two September 5, 2018 memos: *City of Mill Creek – Storm Pipe Video Review* (2018 Perteet Review) and *City of Mill Creek – Storm Pipe Repair Program Prioritization* memo (2018 Perteet Prioritization). The 2018 Perteet Prioritization categorized the pipelines investigated into three categories of Grade F (failing – potential failure with significant impact), Grade C (passing – potential structural failure with minor impact) and Grade A (no potential failures noted). The City has completed the Grade F repairs and is currently completing contracted repairs for the 2020 Grade C pipelines.

Gray & Osborne reviewed and prepare a recommendation memo on construction methods for in-situ repair and lining of pipes during the design of the 2020 Grade C Stormwater Pipe Repair project, which is currently under construction contract. The City desires to have design and bid documents prepared for the next set of project based on the 2020 construction methods memo.

The Gray & Osborne construction methods letter report include a proposed schedule for 2021 to include lining and in-situ repair of up to 26 segments in the Evergreen, Brighton, Heatherstone, Heatherwood, Huckleberry, and Springtree developments and Mill Creek Boulevard, 161st Street SE, the Business District and the City Annex. The City desires the estimated construction cost of the 2021 Grade C Storm Pipe Repairs not to exceed \$500,000.

To the extent feasible, trenchless technologies will be used for repairs and rehabilitation of existing pipes. Any methods used are intended to maintain similar hydraulic capacity of the pipe. Hydrologic and hydraulic modeling has not been completed for the City and is not included in the project.

More specifically, the work will include the following.

A. DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

- A. Provide overall project management and oversight services, to include:
- Procure sufficient staff resources to dedicate to the project.
 - Prepare and execute subconsultant contracts.
 - Manage and provide monthly progress reports and invoices.

B. Task 2 – Video Inspection

Objective: Provide for video inspection of up to 10 pipe segments within the 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteeet Prioritization geographical limits following detailed review of existing video inspections and pipe repair methods letter report. Selection of additional video inspection will be based on potential for additional or increased severity of the mode of pipe damage and/or pipes in the immediate vicinity that may be subject to the same type of damage but not inspected in the earlier survey. These pipe would be limited to 12-inch diameter and larger that connect directly to the already reviewed 34 Grade C failures in 25 pipe segments identified in Table 5.1 of the 2018 Perteeet Prioritization

- A. Segments are estimated at no greater than 200 feet.
- B. Confined space entry is included as needed for launch of CCTV camera.
- C. Limited traffic control includes signage and traffic delimiters/cones within non-collector or arterial public rights-of-way but does not include flagging or special permits.
- D. DVD or electronic copy of CCTV footage and reports are included in scope.

C. Task 3 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from utility purveyors known to provide service in the project corridor.

- A. Provide written requests for all utility purveyors known to provide utility service in the project area.
- B. Review data provided by utility purveyors and incorporate into project design as may be applicable.

D. Task 4 – 50 Percent Design

Objective: Prepare 50 percent design effort drawings, sketches, diagrams, schematics, and/or renderings of the proposed stormwater alternatives for City review and use at Council workshops, staff meetings, stakeholder meetings, and public venues.

Subtask 4.1 – Base Map

- A. Incorporate all utility as-built information, plat map (property line) information, as-built drawings, and other available and relevant information into the development of plansheets using existing record drawings from the City.

Subtask 4.2 – Storm Alignment

- A. Review project prioritized in the 2020 Grade C design effort for lining and in-situ repair.
- B. Prepare layouts and full-size drawings of stormwater design representing a 50 percent design effort to include alignment and profile as needed for repairs illustrating the proposed improvements. These proposed improvements will be designed on plans developed from the City's available as-builts, and project data.

Subtask 4.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare preliminary-level construction cost estimates.

Subtask 4.5 - Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments. The City will select the pipe repair locations that total approximately \$500,000 and which final design will proceed on.

E. Task 5 – 90 Percent Design

Objective: Prepare project drawings, specifications, and cost estimates of the storm improvements representing a 90 percent design effort for City review and comment. Specifications will be prepared in WSDOT format.

Subtask 5.1 – Plans

- A. Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, standard traffic control plans, etc. The contract documents will require the contractor to prepare site specific traffic control plans.

Subtask 5.2 – Specifications

- A. Prepare project specifications in WSDOT format referencing the *2020 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

Subtask 5.3 – Quantities and Cost Estimates

- A. Calculate bid quantities and prepare construction cost estimates.

Subtask 5.4 – Review Meeting

- A. Meet with City staff as may be required to review project status and solicit concerns/comments.

F. Task 6 – Final Design

Objective: Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details.

Subtask 6.1 – Final Plans

- A. Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

Subtask 6.2 – Specifications (Final)

- A. Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

Subtask 6.3 – Quantities and Cost Estimates

- A. Prepare final quantity takeoff and construction-level construction cost estimate.

G. Task 7 – Quality Assurance/Quality Control

- A. Oversee three, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:
 - 50 Percent Design (defined more fully in Task 5).
 - 90 Percent Design (defined more fully in Task 6).
 - Final Design (defined more fully in Task 7).
- B. Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

H. Task 8 – Bid Support

Objective: Assist the City during the bid phase.

- A. Support City staff to answer bid inquiries during bid phase. Hours estimated include up to six inquiries.
- B. Support City staff to prepare any Bid Addenda as may be required. Hours estimated include up to three addenda.

I. Task 9 – Design Support During Construction

Objective: Assist the City during the construction phase with interpreting and clarifying design intent.

- J. Review and comment on construction requests for information (RFI). Hours estimated include up to eight RFIs.
- K. Review and comment on submittals for the project. Hours estimated include up to eight total submittal reviews (initial submittal and resubmittals) for selected construction technique materials, installation methods and plans, and testing plan. Standard WSDOT materials review is not included in this scope. Hours estimated assume a single review of each submittal.
- L. Review change order proposals and prepare up to two draft change order documents for City review and negotiation.

M. SCHEDULE

The City desires the project to be out to bid by early December 2019. We anticipate the following schedule:

Notice to Proceed	July 31, 2020
50 Percent Design Submittal	September 25, 2020
City Comments to G&O	October 9, 2020
90 Percent Design Effort	November 6, 2020
City Comment to G&O	November 20, 2020
Final Design Submittal	December 18, 2020

The above schedule assumes a 2-week review by the City.

N. MANAGEMENT RESERVE FUND

The Management Reserve Fund allows the City to expand the scope of work without seeking an additional and formal contract supplement, within the limits and terms as stated herein. The Consultant shall not incur costs or utilize any portion of these funds without specific and.

The Management Reserve Fund will consist of an amount not to exceed \$7,200, and is set aside to cover the cost of unforeseen work and/or services required for the PS&E phase of the project. Such unforeseen conditions could include additional right-of-way research, utility locates, environmental documentation, public involvement process, geotechnical assistance, additional design effort, and/or other related tasks.

O. DELIVERABLES

At the conclusion of the design effort and during the course of the project, as applicable, the Engineer will deliver to the City the following documents:

1. Memoranda of meetings with staff, public, and Council presentations.
2. Two copies of full-scale drawings at 50, and 90 percent design effort levels. This Contract anticipates a maximum of 12 Plan & Profile sheets will be required to facilitate the bidding and construction of this project.
3. One electronic copy in Adobe Acrobat PDF format of project specifications and cost estimate at 60 percent and 90 percent design effort levels.
4. One electronic set of final construction drawings (PDF).
5. One electronic set of final project specifications (PDF).
6. One half-scale 11" x 17" original and five full-scale paper copy sets of final construction drawings.
7. Five original paper copy of final project specifications.

P. PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (1 week) review of all submittal and comments will be compiled into a single, coordinated review document.
2. This scope of work assumes that the City will provide G&O with relevant capacity requirements, GIS data files, video inspection files, and record drawings of existing storm sewer infrastructure along the project alignment, as may be available and/or pertinent to the project.
3. It is assumed a SEPA checklist is not required since this is maintenance project.
4. It is assumed the Engineer will not need apply for any permits for this project. The contract documents will provide for the Contractor to obtain the right of way permit.
5. This scope of work assumes that the City will contract separately for any easement acquisition services of a right-of-way agent.
6. This scope of work assumes that the City will make arrangements for and provide a suitable location to accommodate the bid opening.

EXHIBIT B

PROJECT SCHEDULE

The City desires the project to be out to bid in January 2021. We anticipate the following schedule:

Notice to Proceed	July 31, 2020
50 Percent Design Submittal	September 25, 2020
City Comments to G&O.....	October 9, 2020
90 Percent Design Effort	November 6, 2020
City Comment to G&O	November 20, 2020
Final Design Submittal.....	December 18, 2020

The above schedule assumes a 2-week review by the City.

EXHIBIT C

**ENGINEERING
SERVICES
SCOPE AND
ESTIMATED
COST**

*City of Mill Creek - 2021 Grade C
Stormwater Pipe Repair*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management and Oversight	4	16	8		
2 Video Inspection		2	8	12	
3 Utility Data Acquisition			16		
4 50 Percent Design		12	28	44	84
5 90 Percent Design		12	20	16	28
6 Final Design	2	4	4	16	28
7 Quality Assurance/Quality Control	4	8	8	8	
8 Bid Support		12	24		
9 Design Support During Construction	2	16	36	8	
Hour Estimate:	12	82	152	104	140
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$113 to \$145	\$103 to \$129	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$155	\$150	\$140	\$120	\$100
Fully Burdened Labor Cost:	\$1,860	\$12,300	\$21,280	\$12,480	\$14,000

Total Fully Burdened Labor Cost:	\$ 61,920
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 420
Printing	\$ 500
Subconsultant:	
Video Pipeline Inspection - Bravo Environmental	\$ 10,000
Subconsultant Overhead (10%)	\$ 1,000
Subtotal Engineering Services	\$ 73,840
Management Reserve Fund	\$ 7,300
TOTAL ESTIMATED COST:	\$ 81,140

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT D

Key Subconsultant List

No key subconsultants for this project.

EXHIBIT E

Key Personnel List

Barry Baker, Project Manager

Stacey Clear, Project Engineer

Steve Clarke, Quality Assurance/Quality Control

Rick Bond, Surveyor

EXHIBIT F

Insurance

See attached.

MEMORANDUM

5.0 C- FAULT PRIORITIZATION AND BUNDLING

The table below shows the prioritized list of future targeted repairs in Mill Creek. Bold underlines indicate the limit of a bundle. Bundles are summarized in Section 6.0.

Table 5.1. C- Fault Prioritization and Bundling.

Fault ID*	Year of Discovery	Neighborhood	Fault ID*	Year of Discovery	Neighborhood
1562-02	2012	Heatherwood	2377-01	2015	Evergreen
302-01	2012	Heatherwood	2377-02	2015	Evergreen
3147-01	2014	Heatherstone	2383-01	2015	Evergreen
3147-02	2014	Heatherstone	2392-01	2015	Evergreen
2088-01	2014	Huckleberry	2394-01	2015	Evergreen
2140-01	2014	Huckleberry	2398-01	2015	Evergreen
2140-02	2014	Huckleberry	2417-01	2015	Evergreen
3168-01	2014	Springtree	2417-02	2015	Evergreen
3168-02	2014	Springtree	2448-01	2015	Evergreen
3171-01	2014	Springtree	2451-01	2015	Evergreen
3175-01	2014	Springtree	2454-01	2015	Evergreen
3180-01	2014	Springtree	2454-02	2015	Evergreen
3185-04	2014	Springtree	2486-01	2015	Evergreen
3189-01	2014	Springtree	2486-02	2015	Evergreen
3189-02	2014	Springtree	2188-01	2015	Vine Maple
3205-02	2014	Springtree	2188-02	2015	Vine Maple
3207-01	2014	Springtree	2188-03	2015	Vine Maple
5270-01	2014	Springtree	2194-01	2015	Vine Maple
5270-02	2014	Springtree	2200-01	2015	Vine Maple
6-01	2015	Douglas Fir	2202-01	2015	Vine Maple
6-02	2015	Douglas Fir	2202-02	2015	Vine Maple
11-01	2015	Douglas Fir	2203-01	2015	Vine Maple
12-01	2015	Douglas Fir	2203-02	2015	Vine Maple
13-01	2015	Douglas Fir	2208-01	2015	Vine Maple
13-02	2015	Douglas Fir	2208-02	2015	Vine Maple
13-03	2015	Douglas Fir	2217-01	2015	Vine Maple
15-01	2015	Douglas Fir	2217-02	2015	Vine Maple
16-01	2015	Douglas Fir	2219-01	2015	Vine Maple
17-01	2015	Douglas Fir	2219-02	2015	Vine Maple
21-01	2015	Douglas Fir	2220-01	2015	Vine Maple
36-01	2015	Douglas Fir	2230-01	2015	Vine Maple
38-01	2015	Douglas Fir	2231-01	2015	Vine Maple
38-02	2015	Douglas Fir	2232-01	2015	Vine Maple
40-01	2015	Douglas Fir			

File location: X:\Mill Creek, City of\Projects\20180015 - Mill Creek Storm Pipe Assessment\Design\Drainage\Prioritization and Bundling\Prioritization Memo_9-5-18.docx

PERTEET

MEMORANDUM

Fault ID*	Year of Discovery	Neighborhood
2232-02	2015	Vine Maple
2234-01	2015	Vine Maple
2236-01	2015	Vine Maple
2238-01	2015	Vine Maple
2240-01	2015	Vine Maple
2240-02	2015	Vine Maple
2252-01	2015	Vine Maple
4655-02	2016	Business District
4656-01	2016	Business District
4849-01	2016	Business District
4853-02	2016	Business District
4853-03	2016	Business District
4854-01	2016	Business District
4856-01	2016	Business District
4861-01	2016	Business District
4863-01	2016	Business District
4865-01	2016	Business District
4865-02	2016	Business District
4865-03	2016	Business District
4867-01	2016	Business District
4867-02	2016	Business District
4867-03	2016	Business District
4869-01	2016	Business District
4871-01	2016	Business District
4873-01	2016	Business District
4873-02	2016	Business District
4884-01	2016	Business District
4884-02	2016	Business District
4886-01	2016	Business District
4886-02	2016	Business District
3531-01	2018	Business District
3693-01	2018	Business District
4567-01	2018	Business District
4572-01	2018	Business District
3516-01	2018	Business District
3517-01	2018	Business District
3527-01	2018	Business District
4407-01	2018	Business District

Fault ID*	Year of Discovery	Neighborhood
4407-02	2018	Business District
4407-03	2018	Business District
3856-01	2018	Amberleigh
1773-01	2018	Brighton
2787-01	2018	Northeast
5126-01	2018	Northeast
21-01	2018	Trillium
92-01	2018	Trillium
93-01	2018	Trillium
95-01	2018	Trillium
96-01	2018	Trillium
99-01	2018	Trillium
100-01	2018	Trillium
102-03	2018	Trillium
104-01	2018	Trillium
114-01	2018	Northwest
146-01	2018	Northwest
146-02	2018	Northwest
147-01	2018	Northwest
147-02	2018	Northwest
164-01	2018	Northwest
165-01	2018	Northwest
167-03	2018	Northwest
167-06	2018	Northwest
168-01	2018	Northwest
169-01	2018	Northwest
171-01	2018	Northwest
172-01	2018	Northwest
173-01	2018	Northwest
1158-01	2018	River Crossing
1159-01	2018	River Crossing
3990-01	2018	Southeast
3992-01	2018	Southeast
4083-01	2018	Southeast
4139-01	2018	Southeast

* Refer to Perteet's Storm Drain Video Observations Memorandum (August 15, 2018) for more information about each Fault ID.

PERTEET

MEMORANDUM

6.0 BUNDLING

The bundling shown below reflects the grouping of prioritized repairs listed above. F grade repairs are grouped into preliminary bid packages. Note, it is recommended that the repairs be fully designed before final bid packages are established. The bundles for C- fault repairs are organized by neighborhood and have differing values, but average about \$600,000 per year. Neighborhood groupings were given precedence over equivalent dollar values.

Table 6.1. F Repair Bundling.

Description	Repairs	Bundle Total*
Mill Creek Boulevard and Spot Repairs	5270-01, 4655-01, 4853-01, 3693-02, 4859-04, 4847-03	\$240,500
Remaining Large Pipes	640-01, 3168-03, , 3205-03, 3987-01, 3988-01, 2332-01, 2215-02, 2229-09, 4408-01, 2412-01, 1565-01, 2152-01, 2417-03, 3185-01	\$420,800

*For a detailed breakdown of repairs and costs, see the Appendix.

Table 6.2. C- Repair Bundling.

Program Year	Neighborhoods Covered	Bundle Total*
2020	Heatherwood, Heatherstone, Huckleberry, Springtree, Douglas Fir	\$600,100
2021	Evergreen, Vine Maple (North of 142nd Street SE, East of 20th Drive SE)	\$496,600
2022	Vine Maple (South of 142nd Street SE, West of 20th Drive SE)	\$602,400
2023	Business District North and Outfalls	\$636,100
2024	Business District South, Brighton, Northeast, Amberleigh	\$585,800
2025	Trillium Boulevard	\$606,800
2026	Northwest, Southeast	\$608,100

*For a detailed breakdown of repairs and costs, see the Appendix.

7.0 RECOMMENDATIONS

It is recommended that all grade F faults be repaired within one (1) year and that all grade C- faults be repaired within ten (10) years. This plan prioritizes pipe faults of most pressing concern and for which failure could result in risk to safety and property serious disruption to City functions.

For faults that should be repaired within ten (10) years, we have proposed a seven-year plan for future CIP's. A yearly allocation of \$600,000 is recommended for surface water infrastructure rehabilitation. These packages prioritize faults by date of discovery, then by region of the City. Adhering to this plan will result in all C- faults being repaired within ten (10) years of their discovery.

It should be further noted that only 18 inches and larger pipes were assessed for this analysis. The City manages approximately 264,000 linear feet (LF) of storm pipe, of which about 216,480 LF is pipes 15 inches and smaller in diameter. In a previous Perteet review of 12-inch stormwater pipes in the Wildflower and Mill Park Village neighborhoods, several faults were identified. While these pipes were not graded in the same way as the larger pipes, several faults that would qualify as F were observed. It is recommended that these pipes be assessed as well.



Agenda Item # _____

Meeting Date: **July 28, 2019**

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: ON-CALL ENGINEERING SERVICES CONTRACT

PROPOSED MOTION:

Authorize the City Manager to execute a contract for professional services for on-call engineering services with Gray and Osborne, Inc. in an amount not to exceed \$75,000.00.

KEY FACTS AND INFORMATION SUMMARY:

In order to provide timely and efficient design and construction of City projects and complete private development review, City staff needs to be periodically augmented.

Gray and Osborne will provide the City with on-call engineering services as directed by the City Engineer. All major work items shall be done on a Work Order basis. Gray and Osborne shall submit a scope of work and cost estimate for each Work Order for approval by the City prior to beginning work.

The on-call engineering services may include, but is not limited to:

- Engineering review of work prepared by other consultants for capital projects
- Engineering review of private land development project submittals
- Construction administration and/or management support for capital projects
- Field inspection of development and/or capital project construction
- Traffic engineering
- Road design and transportation planning
- Pavement Management
- Drainage and stormwater /LID engineering
- Building facility equipment (HVAC, lighting, security systems, etc.)
- improvements
- Surveying work
- Environmental / SEPA / NEPA permitting and/or review
- Grant applications

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to execute a contract for professional services for on-call engineering services with Gray and Osborne, Inc. in an amount not to exceed \$75,000.00.

ATTACHMENTS:

- Attachment A: Contract 2020-___ On-Call Consultant Services – Gray and Osborn, Inc.

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

**CITY OF MILL CREEK
CONTRACT FOR ON-CALL CONSULTANT SERVICES
CONTRACT NUMBER 2020-XX
ON-CALL ENGINEERING SERVICES**

1. Parties

1.1 THIS AGREEMENT entered into this _____ day of _____, 2020, is between the City of Mill Creek, a Washington municipal corporation, with an address of 15728 Main Street, Mill Creek, Washington, 98012, ("City"), and Gray & Osborne, Inc, a Washington corporation, with an address of 1130 Rainier Avenue S., Suite 300, Seattle, Washington, 98144, ("Consultant").

2. Recitals

2.1 The City desires to contract with Consultant for the performance of certain engineering services on an on-call basis and Consultant is agreeable to performing such services for the City in accordance with the terms and conditions set forth below.

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

3. Scope of Services

3.1 Consultant shall furnish labor, materials, and supplies necessary to perform the Scope of Services attached as **Exhibit A**, which is incorporated by this reference, on an on-call basis when ordered by the City as described in this Agreement. All services shall be conducted in a professional manner and to professional standards and shall meet the approval of the City Manager and/or City Council, as appropriate.

3.2 The City will order Consultant's services under this Agreement for each individual project by issuing an order for work ("Work Order") to the Consultant, in substantially the same form attached as Exhibit B. The Work Orders will supply the specific terms and conditions applicable to the individual projects, and, in combination with this Agreement, will comprise the entire agreement for each project.

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

4. Term

4.1 The initial term of this Agreement shall run through December 31, 2021 unless earlier terminated as set forth below. This contract may be extended in accordance with the provisions of this agreement for up to two (2) additional one-year extensions.

4.2 Notwithstanding the anticipated duration of this Agreement, there is no guarantee that any amount of services will be assigned to Consultant except as stated in an executed Work Order.

5. Compensation

5.1 Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the work hours and rate(s) specified in the Compensation Schedule, attached as **Exhibit C** and incorporated by this reference. The hourly rates may be adjusted not more than once per calendar year by a reasonable amount, but the increase must be approved in advance by the City and may not exceed five percent. The new rates shall be summarized in a revised **Exhibit C** that indicates the date at which the new rates go into effect. In no event shall total compensation paid to Consultant for the Work Orders issued during any calendar year under this Agreement exceed Seventy-Five-Thousand-Dollars and Zero-Cents (\$75,000.00) without written authorization by the City.

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

6. Independent Contractor

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

7. Ownership

7.1 All reports, plans, specifications, data, maps and documents produced by the Consultant to the City in the performance of this Agreement, whether in draft or final form and whether written, computer or other form, (collectively, "Work Product") shall be the property of the City, and the City shall be deemed the "author" of all Work Product and all

be the property of the City, and the City shall be deemed the "author" of all Work Product and all such Work Product will constitute "works made for hire" under applicable copyright law. To the extent that any such Work Product does not qualify as a work made for hire under applicable law, and to the extent that such materials include or constitute trade secret, copyrightable or other protectable intellectual property, Consultant hereby assigns all right, title and interest of Consultant in such materials (including all related intellectual property rights) to the City.

To the extent it is determined any records held by the Consultant relating to the Services are subject to the Washington Public Records Act (RCW 42.56). The Consultant shall promptly deliver such records to the City for purposed of responding to a public records request. The City will reimburse the consultant for the reasonable costs of responding to such public records requests. This section shall survive termination of this agreement.

8. Insurance

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

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

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

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

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

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

General Liability insurance policy with respect to the work performed for the City.

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

8.3.4 Professional Liability insurance appropriate to the Consultant's profession.

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

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

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

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

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

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

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

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

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

9. Indemnification

9.1 Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9.2 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. **THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.** The provisions of this section shall survive the expiration or termination of this Agreement.

10. Termination

10.1 The City may terminate this Agreement, with or without cause, upon five (5) days written notice to the Consultant at the address given above. The City shall pay Consultant only for the work completed by Consultant and accepted by the City in accordance with this Agreement.

11. General Provisions

11.1 Integrated Agreement. This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the parties.

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

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

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

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

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

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

11.8 Survival. Sections 3, 5, 7, 9, and 11 shall survive termination of this Agreement.


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

DATED this _____ day of _____, 202__.

CITY OF MILL CREEK

CONSULTANT

Michael Ciaravino, City Manager



Michael B. Johnson

President

ATTEST:

Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:

BY: _____
Grant Degginger, Interim City Attorney

Jeff Balentine, Finance Director

APPROVED AS TO SUBSTANCE:

BY: _____
Matthew Feeley,
Interim Public Works and Development Services Director

ATTACHMENTS:

EXHIBIT A:	Scope of Services
EXHIBIT B:	Task Order Form
EXHIBIT C:	Compensation Schedule
EXHIBIT D:	Insurance Verification

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall provide the City with on-call engineering services as directed by the City Engineer. All major work items shall be done on a Work Order basis. The Consultant shall submit a scope of work and cost estimate for each Work Order for approval by the City prior to beginning work.

The on-call engineering services may include, but is not limited to:

- Engineering review of work prepared by other consultants for capital projects
- Engineering review of private land development project submittals
- Construction administration and/or management support for capital projects
- Field inspection of development and/or capital project construction
- Traffic engineering
- Road design and transportation planning
- Pavement Management
- Drainage and stormwater /LID engineering
- Building facility equipment (HVAC, lighting, security systems, etc.) improvements
- Surveying work
- Environmental / SEPA / NEPA permitting and/or review
- Grant applications

The generation of any electronic AutoCAD files shall be to current APWA Standards.

EXHIBIT B
TASK ORDER FORM

(SEE ATTACHED)

761225.2/014455.00065

TASK ORDER No. 1	City of Mill Creek 15728 Main Street Mill Creek, WA 98012 Ph. 425-745-1891	
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Task Order Title:

Project Location:

Description of Services:

Task Order Start Date		Task Order End Date	
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Task Order No. #1 Amount (not to exceed): \$

Current Contract Budget Total Amount (to date): \$

City of Mill Creek Professional Engineering Services Contract Budget: \$49,999

By signing below, the City of Mill Creek and the Consultant acknowledge that this Task Order is issued under the provisions of the Contract established in response to the request for **Contract Number 2020-____, 2020 Mill Creek On-Call Engineering Services** with the City of Mill Creek. The services authorized are within the scope of services set forth in the *Purpose* of this contract. All rights and obligations of the parties shall be subject to and governed by the terms and conditions, amendment(s) (if applicable), and the signed contract, including any subsequent modifications, are hereby incorporated by reference as if fully set forth herein.

Company: Gray & Osborne, Inc. Address: 1130 Rainer Avenue S., Suite 300 City, State: Seattle, WA 98109		City of Mill Creek 15728 Main Street Mill Creek, WA 98012	
Signature:		Signature:	
Print Name:	<i>Michael Johnson, PE</i>	Print Name:	<i>Matthew Feeley, PE</i>
Title:	<i>President</i>	Title:	<i>Interim Director of Public Works & Planning Services</i>
Date:		Date:	

EXHIBIT C
COMPENSATION SCHEDULE

(SEE ATTACHED)

761225.2/014455.00065

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2021****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 50.00	to	\$134.00
Electrical Engineer	\$120.00	to	\$190.00
Structural Engineer	\$110.00	to	\$167.00
Environmental Technician/Specialist	\$ 83.00	to	\$138.00
Engineer-In-Training	\$ 85.00	to	\$135.00
Civil Engineer	\$ 93.00	to	\$135.00
Project Engineer	\$119.00	to	\$148.00
Project Manager	\$125.00	to	\$205.00
Principal-in-Charge	\$138.00	to	\$205.00
Resident Engineer	\$122.00	to	\$167.00
Field Inspector	\$ 92.00	to	\$145.00
Field Survey (2 Person)***	\$171.00	to	\$230.00
Field Survey (3 Person)***	\$270.00	to	\$320.00
Professional Land Surveyor	\$118.00	to	\$155.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.57 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT D
INSURANCE VERIFICATION
(SEE ATTACHED)

761225.2/014455.00065

Policy # 6808N74449A

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

Budgeting

Jeff Balentine

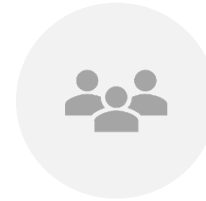




Mill Creek Biennial Budget - Agenda



CALENDAR



BUDGET CYCLE



CONSIDERATIONS



FINANCIAL INTELLIGENCE
TOOL (FIT)

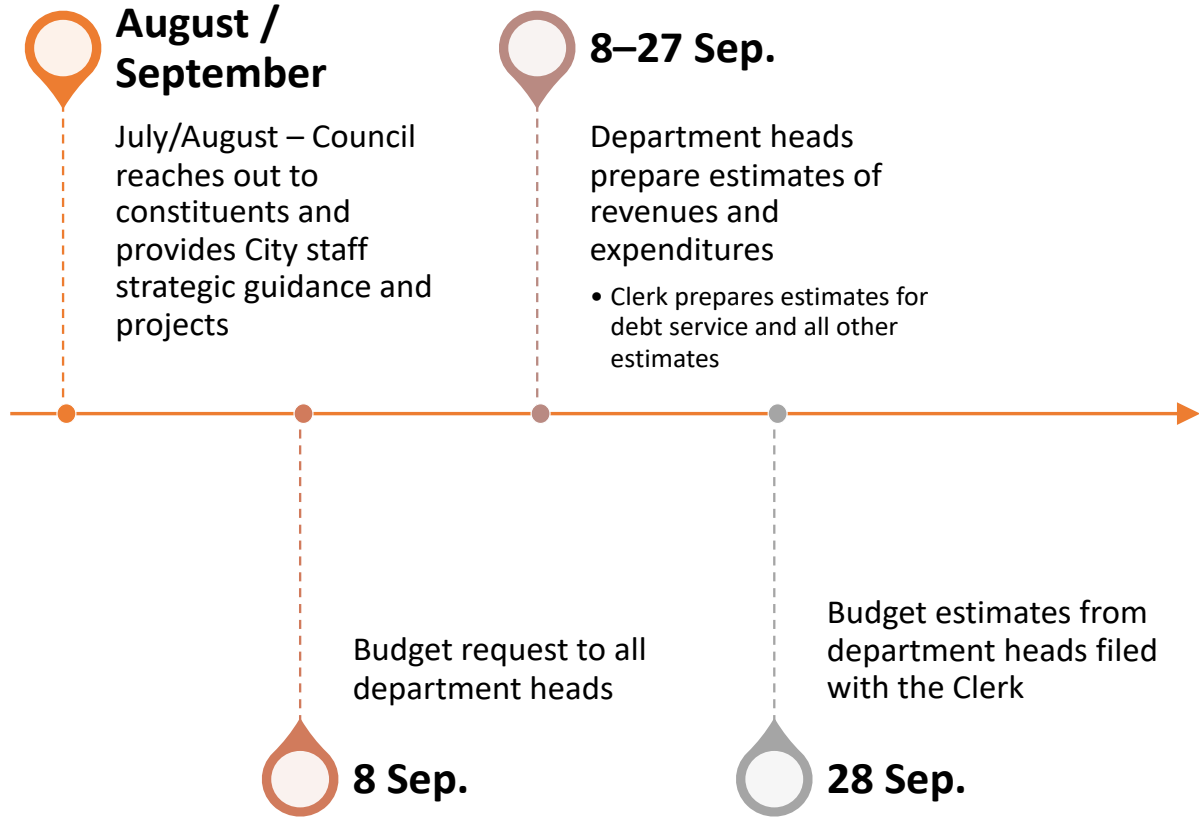


STEPS
BIENNIAL BUDGET

AGENDA ITEM #D.

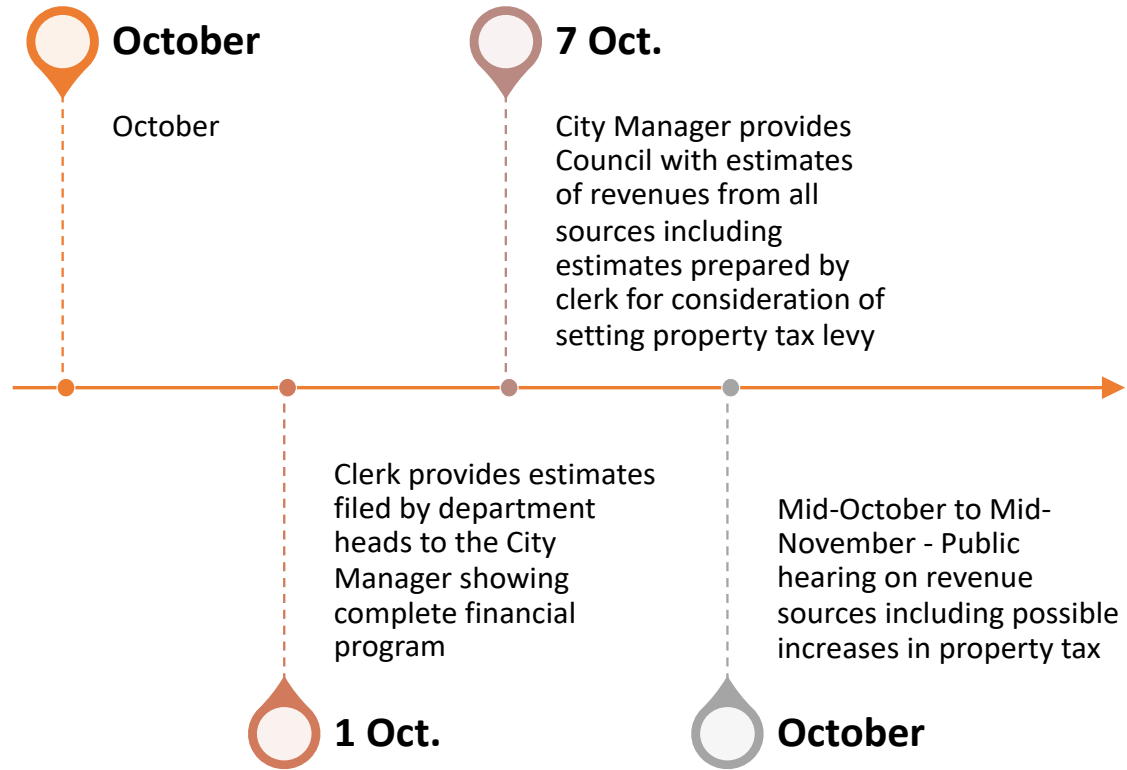


Mill Creek Biennial Budget - Calendar



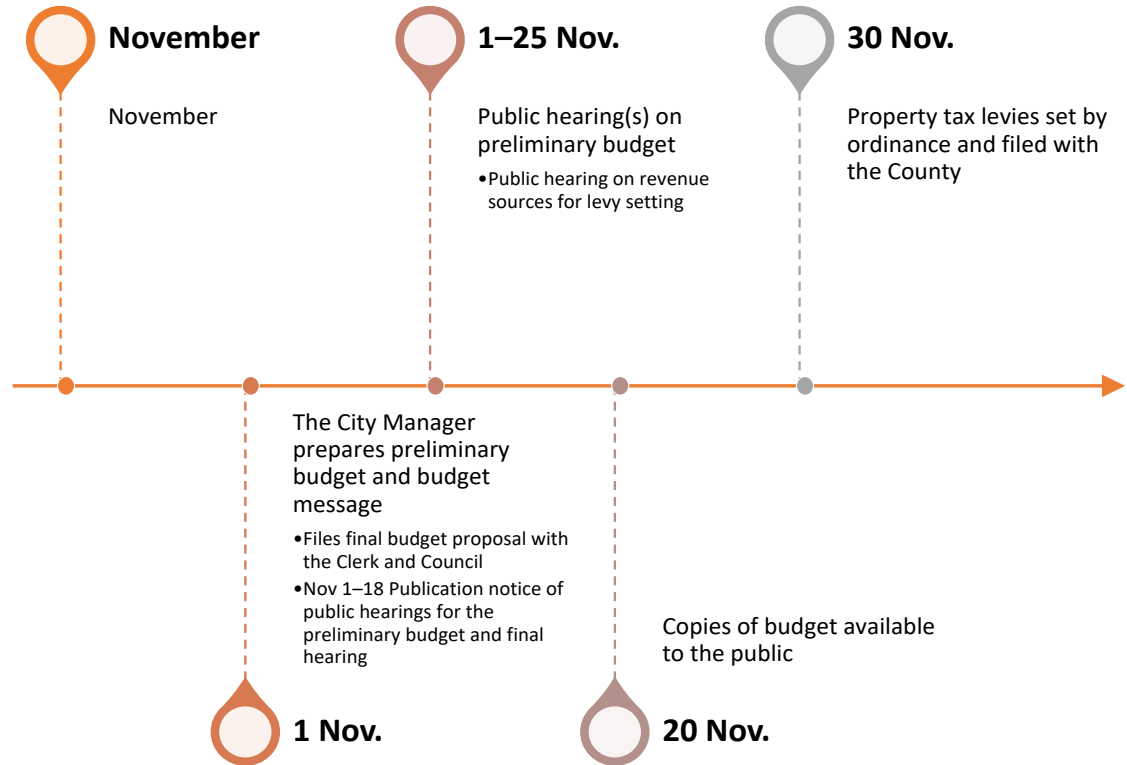


Mill Creek Biennial Budget - Calendar



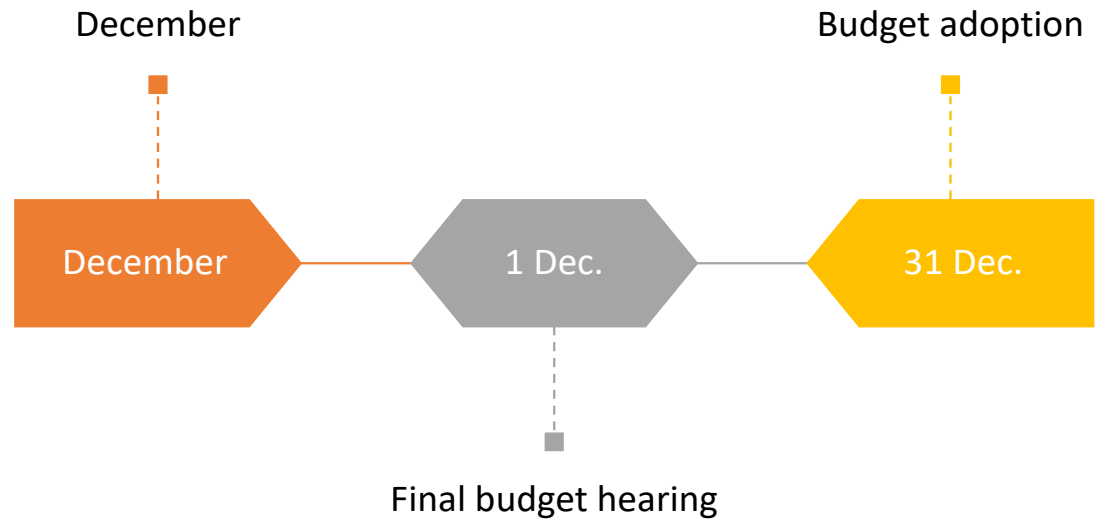


Mill Creek Biennial Budget - Calendar



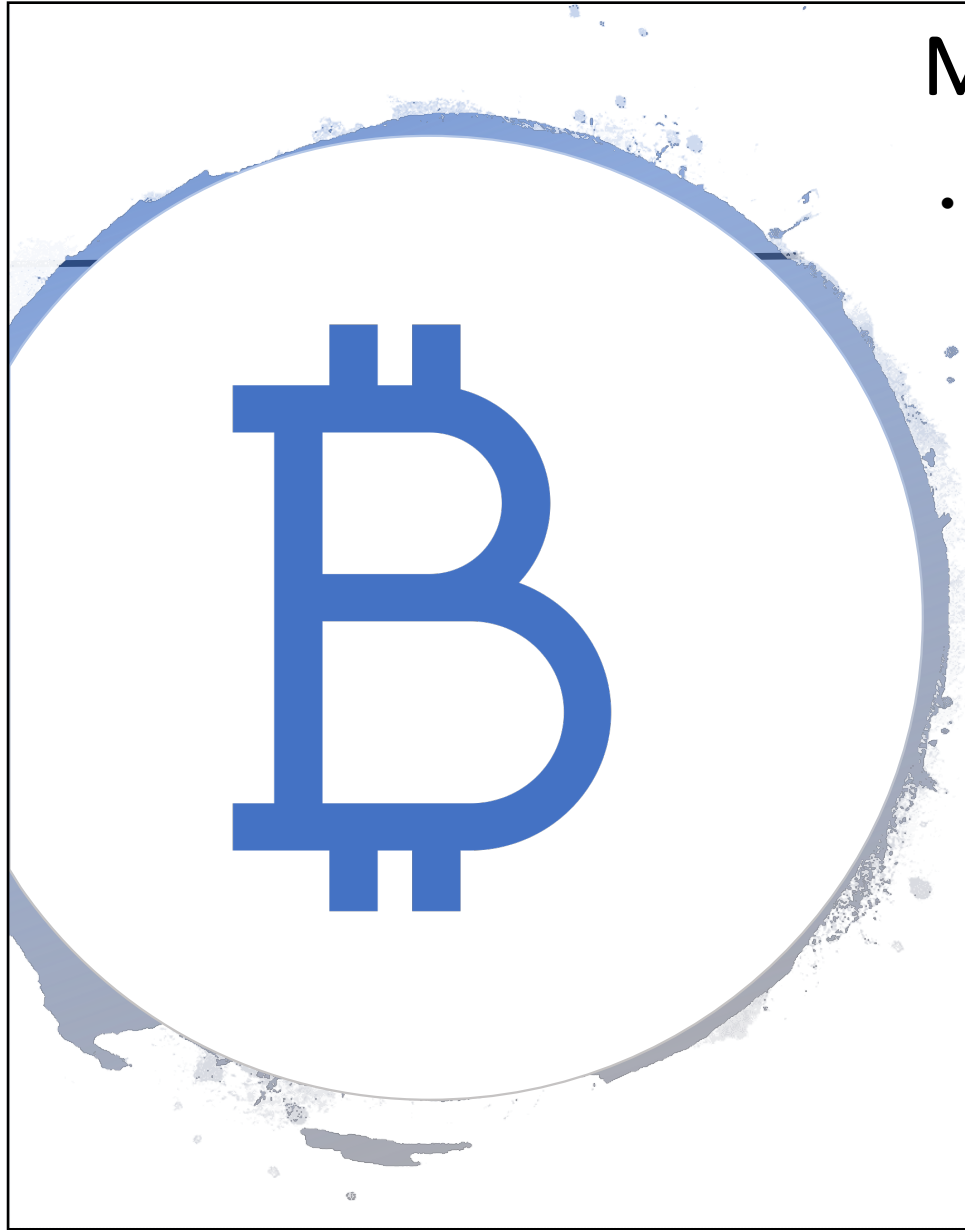


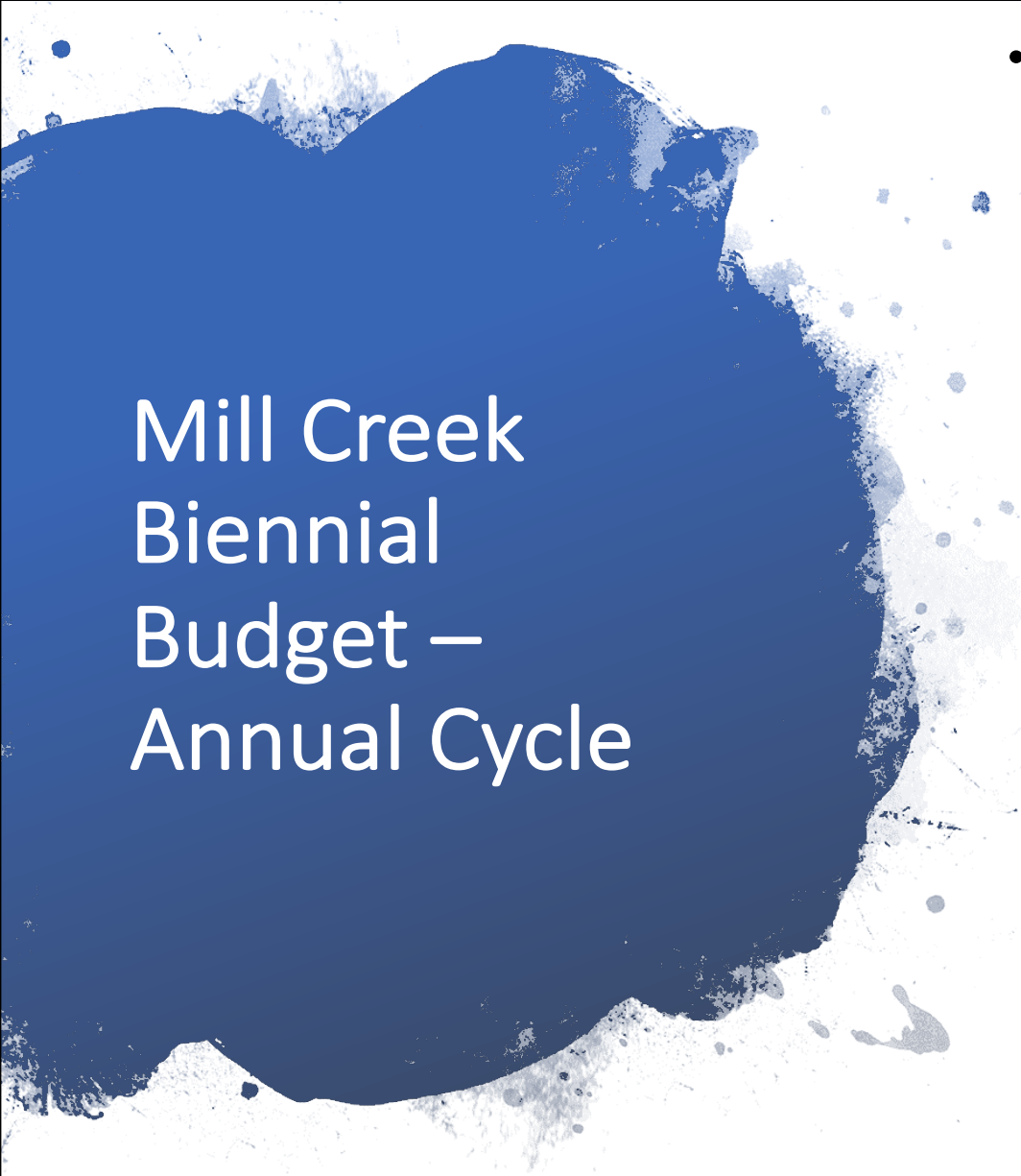
Mill Creek Biennial Budget - Calendar



Mill Creek Biennial Budget Cycle

- Strategic Planning Sessions
 - Establish Core Mission for the City
 - Create a Vision that supports the Mission (grow and thrive)
 - Understand the needs and wants of the City's contingents
 - Analyze Current Strengths, Weaknesses, Opportunities, and Threats (SWOT)
 - Understand City – Governmental and Enterprise Fund resources (time and money)
 - Establish Fund Goals and Financial "Bookends" (consistent with the Vision)
 - Establish Strategic Priorities
 - Economy
 - Livability
 - Health & Safety
 - Transportation
 - Culture & Entertainment
 - Efficient and high performing government





Mill Creek Biennial Budget – Annual Cycle

- Strategic Planning Sessions
 - Review Current and Future Funding and Grant Opportunities
 - Property Tax, REET, Utility Tax/Franchise, State and Federal Grants, Licenses and Permits, Intergovernmental Revenue, Service Charges, Fines/Penalties, Interest, Other Earnings, and Loans
 - Establish by Fund Specific Objectives (1 - 5 years)
 - Create Specific Actions (supporting objective)
 - Create a staffing plan to support current and new operations
 - Capital Asset – Condition and Usage, Design, Replacement or Improvements
 - Project 2020 and adopt Budget Amendment
 - Create Biennial Plan and Budget
 - Conduct Post-Mortems

Mill Creek Biennial Budget Cycle



- Capital Facilities Planning/Updates (Growth Management Act – Snohomish County)
 - Mandatory Comprehensive Plan Elements (RCW 36.70A.070)
 - Capital Facilities Plan
 - Economic Development
 - Essential Public Facilities
 - Housing
 - Land Use
 - Parks and Recreation
 - Transportation
 - Utilities
 - Optional Comprehensive Plan Elements (RCW 36.70A.080)
 - Conservation
 - Recreation
 - Solar Energy
 - Subarea Plans (neighborhoods, rural villages, urban growth areas, tribal areas, etc.)

Mill Creek Biennial Budget – Considerations

- Population Estimates
 - State of Washington Office of Financial Management 2017 Projections – County Growth Management Population Projections by Age and Sex: 2010-40
 - **Link:**
https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/GMA/projections17/GMA_2017_county_pop_projections.pdf



Mill Creek Biennial Budget – Considerations



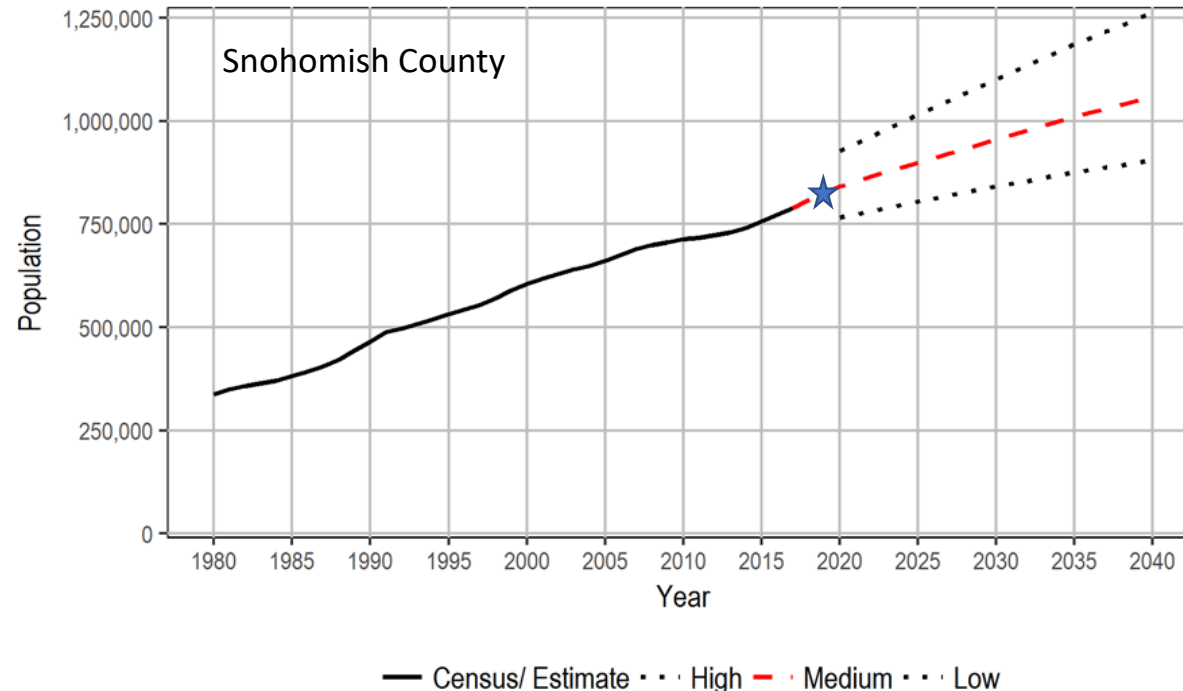
- Population Estimates - Snohomish County Population: Medium Series

City of Mill Creek

July 1, 2019 Population 20,897 +14.6% v. 2010

Snohomish County

★ July 1, 2019 Population 822,083 +15.3% v. 2020





Mill Creek
Biennial
Budget –
Considerations

Assessed Valuation

	2019 Avg Residence Value	2019 Typical Levy Rate	2020 Avg Residence Value	2020 Typical Levy Rate
City of Mill Creek Rate	\$535,500	\$5,765.30 10.7662	\$584,900 +9.2%	\$6,372.37 +10.5% 10.8948 +1.2%
Snohomish County Rate	\$424,300	\$4,279.74 10.0866	\$460,500 +8.5%	\$4,735.83 +10.7% 10.2841 +2.0%



Mill Creek Biennial Budget – Considerations

- Other Revenues

	<u>2017/2018</u>	<u>2019/2020B</u>	
Sales Tax	\$5,602,445	\$5,174,512	-7.6%
Public Safety Sales Tax	\$567,027	\$508,116	-10.4%
Afford. & Support. Housing Tax	\$0	\$14,730	
Criminal Justice Sales Tax	\$712,734	\$674,380	-5.4%
Passport	\$978,270	\$943,491	-3.6%
Recreation	\$1,160,290	\$722,758	-37.7%
Permits, Licenses, and Fees	\$3,426,277	\$3,934,861	+14.8%



Mill Creek Biennial Budget – Considerations

Utility Rates

- Cable TV (May not be "unduly discriminatory")
- Electricity (Limit of 6.0% - without voter approval)
- Gas (Limit of 6.0% - without voter approval)
- Sewer/Stormwater (No limit)
- Solid waste (No limit)
- Steam (Limit of 6.0% - without voter approval)
- Telephone (including cell and pager) - (Limit of 6.0% - without voter approval)
- Water (No limit)

Note: "A city that imposes a utility tax for the first time or that increases a tax rate may be required to include a referendum clause in the ordinance."
- MRSC

Mill Creek Biennial Budget — Considerations

FIT Financial Indicators

- Mill Creek Ranking of 274 City/Town governments:
 - # 65 in Governmental Revenues
 - # 61 in Governmental Expenditures
 - # 175 in Enterprise Revenues
 - # 150 in Enterprise Expenditures/Expenses
 - # 60 in Taxes (Revenues)
 - # 52 in Public Safety (Expenditures)

Mill Creek Biennial Budget — Considerations

Governmental Revenues (with City/Town statewide averages)

	Statewide	Mill Creek
Taxes	64%	70%
Intergovernmental Revenues	10%	17%
Charges for Goods and Services	10%	5%
Miscellaneous Revenues	10%	3%
Licenses and Permits	4%	4%
Fines and Penalties	1%	1%
Other Proprietary/Trust Revenue	0%	0%

Governmental Expenditures (with City/Town statewide averages)

	Statewide	Mill Creek
Public Safety	42%	63%
General Government	22%	22%
Culture and Recreation	12%	3%
Natural and Economic Environment	11%	5%
Transportation	11%	7%
Social Services	2%	0%
Utilities	1%	0%
Miscellaneous Expenses	0%	0%

Mill Creek Biennial Budget

Staffing Plan

- Create the Job Position requirement for each Objective or Action
- Estimate the number of hours to support or complete the Objective or Action
- Reconcile labor/skill requirements versus current Team (2,080 annual hours)
- List of all City employees
 - Rates
 - Step and annual adjustments
 - Benefits (Retirement, Dental, Vision, Health, Life, STD, LTD, AD&D, WA Paid Family & Medical Leave)
 - LNI
 - Payroll Tax
 - Vacation / Sick Payouts
 - Productive Hours
- Requirements for New Employees or Contract Labor?
- Establish Key Performance Indicators (KPI) by position
- Use Fulltime accounting to establish cost allocation to Funds

Mill Creek Biennial Budget

- Create a detailed list of any design, additions, repairs, maintenance, renovations, and demolitions
 - Facilities
 - Fixtures and Furniture
 - Adding or Maintaining a Park
 - Technology Improvements
 - Capacity studies
 - Design





Mill Creek Biennial Budget



Create a list of direct costs and other direct costs for each Department



Determine the exact amount of funds available for the year



Create a by-month cash-flow Budget tied to the Biennial Budget

This provides a good measure for KPI analysis

Recommend using two to three years of seasonal historical data (BIAS) to anticipate when surges are typically required



Break down Department requests into sections

Labor	Grants
Special Projects	Departments
Maintenance	Additions
Deletions	Other

Mill Creek– Biennial Budget



- Allocate funds to each section
 - Prioritize
 - Typically, current operations have the highest priority
 - Wages, Departments, and Repair & Maintenance
 - Allocate funds to the other sections
 - Review resource plan versus the annual objectives, actions, and staffing plan
 - Revise where necessary
 - Set KPIs based on final biennial Budget
 - What does success look like and how do you know when you are on track?



Mill Creek – Review

- How does the next biennial Budget incorporate into the strategic perspective?
- Does the Budget support the year’s Goals, Objectives, Actions, and Staffing Plan?
- What Key Performance Indicators will the City track and report on to ensure there is proper return on investment?
- How will the City communicate the Mission, Vision, Objectives, Actions, and KPIs with the Public and stakeholders (dashboards, internet, and meetings)?
- How will the City recognize and support extraordinary performance by City employees?

Mill Creek Biennial Budget

Questions?

Thank You!

**Mill Creek
Biennial
Budget**



Agenda Item # _____

Meeting Date: July 28, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: Comcast Franchise Discussion

PROPOSED MOTION:

To approve Ordinance No. 2020- _____ granting a 10-year, nonexclusive cable franchise to Comcast.

KEY FACTS AND INFORMATION SUMMARY:

Comcast currently holds an expired cable franchise from the City by virtue of a cable franchise agreement effective on December 8, 2006. Comcast has asked that the City renew Comcast's franchise to maintain its cable system in the City's rights-of-way in order to continue serving the City's residents. Subsequently, the City's outside legal consultant, through the Cohen Law Group, and Comcast entered into negotiations which resulted in the attached franchise agreement.

This franchise grants Comcast a new 10-year, nonexclusive right to use the City's rights-of-ways to maintain its cable system. The franchise also continues the 5% franchise fee revenue for the City. In addition, the franchise also ensures that Comcast will continue providing the City an access channel for regional PEG programming. Finally, the franchise outlines requirements related to bonding, insurance, and indemnification to ensure that appropriate protections are in place for any work that occurs under this franchise.

CITY MANAGER RECOMMENDATION:

To approve Ordinance No. 2020- _____ granting a 10-year, nonexclusive cable franchise to Comcast.

ATTACHMENTS:

- Attachment A: Cohen Law Group Executive Summary
- Attachment B: Cohen Law Group FCC Section 621 Order Summary
- Attachment C: Comcast Cable Franchise Agreement

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

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City Council Agenda Summary
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July 8, 2020

RE: Executive Summary of Cable Franchise Agreement with Comcast

Dear Tom:

I am pleased to inform you that we have reached tentative agreement with Comcast regarding cable franchise renewal for the City of Mill Creek. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Terry Davis and Vincent Buys of Comcast. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the City Council.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenues" for cable services provided within the municipality. The City currently assesses a five percent (5%) fee and this remains the same in the Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of revenue sources that will maximize the City's franchise fee revenue through all current revenue sources as well as all foreseeable future sources.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, and related issues can and will impact the City's franchise fees, the Agreement is intended to maximize the City's franchise fee revenue. Please note that all franchise fees are passed through to Comcast cable subscribers as a separate line item on their bills. Franchise fees will be paid to the City on a quarterly basis.

In addition to franchise fee revenue, the Agreement ensures franchise fee accountability. It permits the City to conduct a franchise fee review of Comcast's records to determine whether Comcast has paid franchise fees accurately. Should the franchise fee review reveal that franchise fees have been underpaid, then Comcast must pay the

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underpaid amount plus twelve percent (12%) interest per annum on the underpayment. Furthermore, should the franchise fee review reveal that franchise fees have been underpaid by five percent (5%) or more, then Comcast also must contribute up to \$5,000 toward the cost of the franchise fee review.

Finally, the Agreement includes “bundled services” protection. If a subscriber purchases more than one of Comcast’s three services (i.e. cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services because if this were to occur then franchise fee revenue to the City would be reduced. Section 6.5 of the Agreement states that “Comcast shall equitably allocate charges for Cable/Non Cable Services so as not to unfairly diminish Franchise Fees to the City.”

2. Subscriber Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable subscriber service standards. These standards adopt the relevant recommendations of the Federal Communications Commission (“FCC”), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for subscriber service representatives, including the requirement that Comcast to perform surveys to measure compliance with the standards upon receipt of subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour “appointment window” for service calls;
- Requirements for notices to subscribers;
- Requirements that bills be clear, concise, and fully itemized;
- Subscriber complaint procedures, including that Comcast may not impose late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service; and
- Standards of subscriber privacy.

3. Right-of-Way Protections (Section 3)

The Agreement provides many legal protections of the City's public rights-of-way. For example, Comcast agreed to repair any damage to public property by Comcast or any of its contractors or subcontractors within 20 business days after the damage occurs. The Agreement also requires that all lines and equipment be maintained in a safe and suitable condition and in good order and repair consistent with industry standards.

In addition, the Agreement includes basic safety standards, the right to obtain service area maps of the Comcast system in the City upon request, requirements for disconnection and relocation of Comcast's wires and equipment if the City makes changes to the public right-of-way, removal of equipment in the event of a public safety emergency, and the need for City approval for cutting down any trees in the public rights-of-way.

4. Reporting Requirements (Sections 5.9, 5.10 and 6.3)

The Agreement includes several reporting requirements to the City to be met by Comcast. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Comcast and the amount of revenue received from each source.

Second, Comcast must, upon written request, provide to the City copies of reports or other communications to any federal or state regulatory agencies relating to Comcast's cable system within the City.

Third, Comcast must, upon written request, provide to the City various items including the most recently completed annual corporate report; a gross revenue statement for the preceding fiscal year; a list of services, rates and channel line-ups; a list of all FCC filings related to operation of the cable system in the City and a compilation of subscriber complaints, actions taken and resolution along with a log of service calls.

5. Cable System Requirements and Service Area (Section 3)

The Agreement provides technical requirements for the cable system serving the City. It requires the system to be built for digital television standards and meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. It also requires that Comcast perform tests on the cable system upon request, report to the City regarding the results of the tests, and take corrective measures if the results show non-compliance with applicable standards.

Furthermore, the Agreement requires that Comcast make cable service available to every area in which there is a minimum of 30 residential dwelling units per linear aerial plant mile (60 units per mile underground) subject to certain conditions. Any unit within

125 feet of the main distribution line is entitled to a standard installation rate. For any unit beyond 125 feet, Comcast must connect it if the unit owner pays the incremental cost beyond the installation costs for the initial 125 feet.

6. City Access Channel (Section 8)

Federal law grants municipalities the right to dedicated public, educational and governmental (“PEG”) channels often referred to as access channels. Comcast currently provides a single access channel - Channel 21 - which receives a feed from the City of Lynnwood Government Access Channel which Comcast will continue to provide until such time as the City notifies Comcast of the City’s intent to control and operate the City’s own access channel. Should the City so notify Comcast, the Agreement contains many operationally-oriented provisions regarding the operation of the new access channel which will supersede the current arrangement by which the City simply sees the City of Lynnwood Government Access Channel.

7. Future Access Channel Funding (Section 8.3)

The Agreement sets forth a mechanism by which Comcast will collect \$.25 per month per subscriber should the City notify Comcast of the City’s intent to control and operate the access channel rather than continue to receive the feed from the City of Lynnwood government access channel. The Agreement further provides that if at the time of such notice the remaining term of the Agreement does not accommodate the full capital needs of the City, then the City and Comcast may review the possibility of extending the term of the Agreement to increase the PEG fees collected by Comcast and paid to the City.

8. Services to Community Facilities (Section 7.1)

The Agreement requires Comcast to provide Basic level television service to various schools, libraries and municipal buildings without charge. Notwithstanding the foregoing, the FCC Section 621 Report and Order of September 2019 (“Order”) has injected a major new restriction that previously did not exist. The Order states that “costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings” may be offset against franchise fees. The FCC found that these services are in-kind contributions and fall within the 5% franchise fee cap.¹

The Order outlines the new options for local governments: (1) continue to receive the existing cable services and reduce franchise fee revenue by the “rate card” value of those services; (2) discontinue all the services and continue receiving franchise fees at their

¹ For those municipalities that assess a franchise fee percentage that is lower than 5%, they may receive free cable services for public facilities, provided the services have a fair market value that, combined with franchise fee revenue, is less than 5% of gross revenues.

current level; or (3) terminate the service to certain buildings and reduce franchise fees by the value of the reduced service. These options are reflected in Section 7.1 of the Agreement. Comcast must notify the City regarding the amount of the monthly fee for each facility. The City will then have 120 days to notify Comcast of its decision to opt for either (1), (2), or (3) above with respect to each facility.

Please note that the FCC Order is being challenged in court by many municipalities and local government associations around the country. These appeals have been consolidated in the Sixth Circuit Court of Appeals and are currently being briefed. The Agreement states that, if the Order is reversed on final appeal, then the City and Comcast will meet promptly to discuss what impact such action has on the provision of in-kind cable-related contributions.

9. Liquidated Damages for Violations (Section 9.2)

Once Comcast has agreed to the obligations described in this executive summary and the other obligations contained in the Agreement, it is critical for the City to be able to enforce these obligations. Section 8.2 of the Agreement allows for monetary fines, also known as “liquidated damages,” in the amount of \$100 per day for each violation of the Agreement. The City may assess such monetary fines after providing Comcast with written notice and allowing Comcast thirty (30) days to correct the violation, unless the nature of the violation is such that it cannot be cured within thirty (30) days, in which case the cure period may be extended. Liquidated damages may be assessed for 120 days, after which the City may commence revocation proceedings or initiate a lawsuit.

10. Performance Bond (Section 9.4)

Comcast also agreed to obtain and maintain a performance bond running to the City in the amount of \$25,000 during the franchise term. The performance bond will help to ensure Comcast’s faithful performance of its obligations under the Agreement, including any recovery of liquidated or compensatory damages.

11. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term for the Agreement. For Comcast, this is 10 years. We know from our extensive dealings with Comcast over the past 22 years that this is a policy position from which Comcast will not deviate.

12. Competitive Equity Provision (Section 2.6)

Pursuant to the 1992 Cable Television Consumer Protection and Competition Act, cable franchise agreements may not be exclusive. The City may award more than one franchise to different cable operators. In large part due to the emergence of Verizon as a competitor in the cable industry, Comcast insisted upon including a competitive equity provision, also known as “level playing field” provision, in the Agreement. These provisions relate to the prospect of another cable operator providing cable services in the City in the future.

The competitive equity provision negotiated with Comcast effectively states that, if the City grants another cable franchise and the material terms of the new franchise agreement are more favorable or less burdensome to the competitor than the terms in this Agreement are to Comcast, then the Agreement shall be amended accordingly. In our experience, an issue-by-issue analysis can be misleading by focusing on singular issues in a vacuum without taking into account the totality of the negotiations. As such, the Agreement contains language indicating that the City and Comcast agree that the intention of this provision does not require a word for word comparison as the litmus test is simply materially equivalence from a regulatory and financial burden perspective and thus is not prejudicial to the City.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions in the Agreement, but we have highlighted the major items. Thank you for your cooperation in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely yours,

Phillip M. Fraga

Phillip M. Fraga



**Summary of the FCC's Recent Third Report and Order
Regarding Cable Franchise In-Kind Benefits
August 8, 2019**

On August 1, 2019, the Federal Communications Commission ("FCC" or "Commission"), in a 3-2 vote, approved its Third Report and Order, formally titled "In the Matter of Implementation of Section 621(a)(1) of the Cable Communications Policy Act" ("Order"). This Order will have a significant impact on our clients with respect to their cable franchise benefits and obligations. The Order is the result of a notice and comment proceeding in which numerous local governments, national municipal organizations, cable operators, and cable industry associations participated. Our law firm submitted comments on behalf of several clients. The following is a brief summary of the salient issues in the 85-page Order.

The underlying premise of the Order is that all in-kind, non-capital cable company contributions to local governments fall within the five percent (5%) franchise fee and therefore must be offset against franchise fee payments. The Order defines "in-kind cable-related contributions" as "...any non-monetary contributions related to the provision of cable services provided by cable operators as a condition or requirement of a local franchise, including but not limited to, free or discounted cable service to public buildings, non-capital costs in support of PEG access, and costs attributable to the construction, maintenance, and service of I-Nets. It does not include the costs of complying with build-out and customer service requirements." (Fn. 42) The key practical effects of ruling are as follows:

PEG Channels and PEG Financial Support

The Order finds that the "costs associated with PEG channel capacity" are in-kind costs that fall within the definition of franchise fees. (¶42) In other words, the cost of the PEG channels themselves, separate from financial support for PEG channels, may be offset against franchise fee payments. In contrast to the Commission's Notice of Proposed Rulemaking ("NPRM") that commenced this proceeding, however, the FCC declined to decide whether PEG channel capacity is a capital cost and, if so, what valuation method to use to determine the cost. The Order states: "While we find that the costs associated with the provision of PEG channel capacity are cable-related, in-kind costs that fall within the definition of 'franchise fee', **we find that the record is insufficiently developed** to determine whether such costs should be excluded from the franchise fee as a capital cost under the exemption in Section 621(g)(2)(C)." (emphasis added) This is good news, at least in the short term, for municipalities that have active PEG channels.

With respect to PEG financial support, the Commission maintains its longstanding rule, derived from Section 611 of the Cable Act, that contributions for PEG capital costs are exempt

from franchise fees and may not be offset against franchise fee payments. The definition of “capital costs” in the Order is actually a slight improvement over the FCC’s old definition, in that it describes such costs as “costs incurred in acquiring or improving capital assets for PEG access facilities.” (¶33) This appears to include all equipment used to support PEG channels and the production of local programming: “[W]e believe at the present time that the definition of ‘capital costs’... includes equipment purchased in connection with PEG access facilities, even if it is not purchased in conjunction with the construction of such facilities.” Id. Cable operator financial support used for PEG operations, on the other hand, may be offset against franchise fees.

Finally, there was some question as to whether the costs of transport facilities for PEG channel signals may be offset against franchise fees. The Commission found that they may not: “[T]he installation of transport facilities dedicated for long-term use by a PEG provider for the transmittal of recurring programming to a cable headend or other point in the cable system—PEG transport—does not count toward the five percent franchise fee cap... Although we agree that the costs associated with the use of transport lines for ‘episodic’ or ‘short-term’ PEG programming is an operating cost that is subject to the franchise fee cap, we decline to establish a fixed quantity of PEG transport return lines that is ‘adequate’ under section 621(a)(4)(B).” (¶49)

Institutional Networks or I-Nets

Unlike PEG channel capacity and PEG capital costs, the Order finds that the value of I-Nets may be offset against franchise fee revenue at this time. The Order states: “We find that the costs associated with the construction, maintenance, and service of an I-Net fall within the five percent cap on franchise fees. Such costs are cable-related, in-kind contributions...” (¶55) The Commission acknowledges that I-Nets are a benefit to their communities, but it concludes that “such benefits cannot override the statutory framework, which carves out only limited exclusions from franchise fees.” Id. With respect to the method for determining the value of the offset, the FCC lands squarely on the side of fair market value. It states the following:

We must address the value of other in-kind contributions, however, including free service to public buildings and I-Net contributions. We believe that fair market value, where there is a product in the market, is the most reasonable valuation for in-kind contributions because it is easy to ascertain—cable operators have rate cards to set the rates they charge customers for services they offer. Moreover, a fair market valuation reflects the fact that, if a franchising authority did not require an in-kind assessment as part of its franchise, it would have no choice but to pay the market rate for services it needs from the cable operator or another provider. (¶61)

How fair market value is actually determined remains to be seen and will certainly be a source of contention between local governments and cable operators. For local governments that currently have I-Nets provided by their cable operator(s), however, the Order is bad news indeed.

Courtesy Cable Services

The Order confirms and restates that so-called “free cable services” to municipal facilities, schools, and public libraries may be offset against franchise fees. It states: “We find that costs attributable to franchise terms that require a cable operator to provide free or discounted cable

service to public buildings, including buildings leased by or under control of the franchise authority, are cable-related in-kind contributions that fall within the five percent cap on franchise fees.” (¶26) As with its discussion of I-Nets, the Order concludes that any such services must be offset against franchise fees based on their fair market value. (¶61)

The FCC outlines the options available to local governments when it comes to these services: “The local franchising authority may wish to either (1) continue to receive the existing free cable service and a monetary payment of five percent minus the fair market value of that service, or (2) discontinue service and receive a monetary payment of five percent, or (3) reduce the free cable service to select municipal buildings and receive a monetary payment of five percent minus the fair market value of the reduced service.” (Fn. 251) The FCC is clearly driving home its position that local governments cannot receive free cable service in addition to franchise fees.

Implementation and Conclusion

The Order is prospective and may not be applied retroactively. (¶62) For those current franchise agreements that conflict with the Order, the Commission “encourages the parties to negotiate franchise modifications within a reasonable period of time.” Id. In footnote 247 to the Order, it concludes that 120 days “should be, in most cases” a reasonable period of time. What happens if the parties cannot agree on changes to the franchise agreement? Here the FCC assumes that any failure to reach agreement will be the fault of the local government: “If a franchise authority refuses to modify any provision of a franchise agreement that is inconsistent with this Order, that provision is subject to preemption under Section 636(c).” (¶62) Section 636(c) states simply that any franchise term that is inconsistent with the Cable Act will be deemed to be preempted. 47 U.S.C. 556(c) While the FCC may believe that this provides clear guidance as to how the Order will be implemented in practice, many questions remain.

Finally, in comments to the Commission prior to the Order, the National Association of Telecommunications Officers and Advisors (NATOA) asked the FCC to clarify that cable operators are not *required* to modify franchise agreements to comply with the Order, but rather may voluntarily choose to keep intact current franchise provisions. In response to this request, the Commission states: “We reject the request of NATOA that we clarify that this Order is ‘permissive not mandatory.’ Complying with the terms of the statute is not optional.” (Fn. 251)

The Order will take effect 30 days after its publication in the Federal Register. There is no specific timeline for Federal Register publication, but it could occur as early as mid-August. There is no doubt that the Order will be legally challenged by many local governments and municipal associations. In our judgment, most of the conclusions of the Order are not sustainable under federal law. We will be sure to address the legal issues on appeal in future client correspondence. This concludes our summary of the Order. Please feel free to contact me directly if you have any questions or concerns.

Dan Cohen
Cohen Law Group
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ORDINANCE NO. 2020 - __

AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON GRANTING A CABLE TELEVISION FRANCHISE TO COMCAST CABLE COMMUNICATIONS, LLC FOR A TEN (10) YEAR TERM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Mill Creek (“City”) is authorized to grant and renew franchises for the installation, operation, and maintenance of cable television systems within the City; and

WHEREAS, the City previously granted a franchise to provide cable television services to Comcast of California/Colorado/ Washington I, Inc., a Washington corporation, also known as Comcast, Inc. under Ordinance No. 2006-652; and

WHEREAS, Comcast, Inc., subsequently reorganized to Comcast Cable Communications, LLC (“Comcast”); and

WHEREAS, Comcast desires to accept this franchise subject to the terms and conditions stated herein, and agrees to abide by these terms and conditions; and

WHEREAS, the City Council finds that it will serve the public interest of the citizens of the City to grant a new cable television franchise to Comcast on the terms and conditions hereinafter set forth.

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

Section 1. Franchise Adopted. A cable television franchise is hereby granted to Comcast on the terms and conditions hereinafter set forth. Said franchise shall become effective on the terms as set forth herein.

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CABLE FRANCHISE AGREEMENT

BETWEEN

MILL CREEK CITY

AND

COMCAST CABLE COMMUNICATIONS, LLC

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed as of the ____ day of _____, 2020 (hereinafter referred to as the “Effective Date”) by and between the City of Mill Creek, a City located in Snohomish County, Washington (hereinafter referred to as the “City”) and Comcast Cable Communications, LLC (hereinafter referred to as “Comcast”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and Washington law, the City is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the City’s jurisdiction; and

WHEREAS, Comcast currently holds an expired cable franchise from the City by virtue of a cable franchise agreement executed on May 1, 2006;

WHEREAS, Comcast has requested that the City renew Comcast’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid rights-of-ways for use by the City’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Comcast are public properties acquired and maintained by the City on behalf of the citizens of the City, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Comcast’s use of the City’s public rights-of-ways as provided by federal law, obtain the use of an educational and governmental channel, establish certain reporting requirements, obtain certain complimentary services, provide legal protections for the City, and meet the current and future cable-related needs of its residents; and

WHEREAS, the City has held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator’s past performance and identifying the City’s future cable-related community needs; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast’s franchise according to the terms and conditions contained herein; and

WHEREAS, the City has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the City;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Comcast agree as follows:

SECTION 1 DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any person(s) or entity(ies) who control, are owned or controlled by or are under common ownership or control; with Comcast Cable Communications, LLC, but does not include affiliates that are not involved with the use management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by FCC regulation.

(g) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's Cable Service operation of its Cable System.

(h) Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

(j) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(k) Educational and Governmental (EG) Channel - An access channel that consists of local educational and/or governmental programming.

(l) Emergency - A condition that either (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable system in the Public Rights-of-Way to be unusable and result in loss of the services provided.

(m) FCC - Federal Communications Commission.

(n) Franchise - The authorization granted by the City to construct, operate and maintain a Cable System within the corporate limits of the City as embodied in the terms and conditions of this Agreement.

(o) Franchise Fee - The fee that Comcast remits to the City pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

(p) Gross Revenues - Shall be defined as all revenues derived by Comcast and/or an Affiliated Entity that is the cable operator of the Cable System from the operation of Comcast's Cable System to provide Cable Services within the City. Gross revenues include:

- monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services);
- installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
- fees for service calls;
- fees for additional outlets;
- fees paid to Comcast for channels designated for commercial leased access use and shall be allocated on a *pro rata* basis using total Cable Service subscribers within the City;
- converter, remote control and other Cable Service equipment rentals, leases, or sales;

- Advertising Revenues as defined herein;
- late fees, convenience fees, administrative fees, maintenance fees, termination fees, and other multiservice fees, which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total subscriber revenues within the City;
- revenues from program guides;
- commissions from home shopping channels and which shall be allocated on a *pro rata* basis using total Cable Service subscribers within the City.
- payments or other consideration received from programmers for carriage of programming on the Cable System and recognized as revenue under GAAP.

a. “Advertising Revenues” shall mean revenues derived from sales of advertising that run on Comcast’s Cable System and delivered to Comcast’s subscribers within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

b. “Gross Revenues” shall not include:

- actual bad debt write-offs, except that which is subsequently collected;
- any taxes and/or fees on Cable Services furnished by Comcast imposed by any municipality, state or other governmental unit;
- fees imposed by any municipality, state or other governmental unit on Comcast including but not limited to FCC Regulatory Fees and Public, Educational and Governmental (PEG) Fees;
- contra-expenses including but not limited to launch fees and marketing co-op fees; and
- unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

c. To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a reasonable allocation methodology in accordance with GAAP.

d. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree

that reference shall be made to generally accepted accounting principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

(q) HD - High definition format.

(r) Leased Access or Commercial Access Channel - Any channel on Comcast’s Cable System designated for use by any entity that is unaffiliated with Comcast pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(s) Multiple Dwelling Units or MDUs - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(t) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve Subscribers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(u) Normal Operating Conditions - Business conditions within Comcast’s service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions or other conditions of Force Majeure.

(v) Outlet - An interior receptacle that connects a television set to the Cable System.

(w) Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way open for public motor vehicle use, as the same now or may thereafter exist, which are under the jurisdiction or control of the City.

(y) Service Interruption - The loss of picture or sound on one or more channels.

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2 GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

(a) City hereby grants to Comcast a nonexclusive authorization to make reasonable and lawful use of the Rights-of-Way within the Franchise Area to construct, operate, maintain, reconstruct, repair and upgrade the Cable System for the purpose of providing Cable Services, subject to the terms and conditions set forth in this Franchise and applicable law. This Franchise shall constitute both a right and an obligation to fulfill the obligations set forth in, the provisions of this Franchise.

(b) Comcast, through this Franchise, is granted the right to operate its Cable System using the public Rights-of-Way within the Franchise Area in compliance with the City of Mill Creek Municipal Code, as may be amended periodically and all lawfully enacted applicable construction codes and regulations. Comcast specifically agrees to comply with the provisions of City ordinances provided that in the event of a conflict between the provisions of ordinances and the Franchise, the express provisions of the Franchise shall govern. Subject to federal and State preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendment to any ordinance, rule, regulation, resolution, or other enactment of City, except in the lawful exercise of City's police power. Comcast acknowledges that the City may modify its generally applicable regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Comcast agrees to comply with such lawful modifications unless there is a conflict with Comcast's negotiated rights hereunder. Comcast reserves all rights it may have to challenge such lawful modifications whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(c) This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions for use of the Rights-of-Way as allowed by applicable law, should Comcast provide service other than Cable Service, nor shall this Franchise be interpreted to either prevent or authorize Comcast from making any other lawful uses of the Cable System as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

Comcast represents, warrants and acknowledges that, as of the Effective Date:

(a) Comcast is duly organized, validly existing and in good standing under the laws of the State of Washington;

(b) Comcast has the requisite approval from the applicable federal and state agencies;

(c) There is no action or proceeding pending or threatened against Comcast which would interfere with its performance or its ability to perform the requirements of this Agreement;

(d) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date, the performance of all terms and conditions in this Agreement is commercially practicable.

2.4 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant other Franchises to construct, operate or maintain a Cable System.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and generally applicable local laws and regulations. This Franchise is further subject to all generally applicable ordinances and resolutions of the City, including but not limited to MCMC Chapter 12.16 Articles V-VII. Without waiving any of its rights, the City agrees that, to the extent any term of this Agreement is inconsistent with the terms of any City cable franchise ordinance existing as of the Effective Date, this Agreement shall control.

2.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize the Rights-of-Way in order to provide Cable Services or similar video programming service within the City. If the City grants such an additional franchise or other similar lawful authorization that permits a new entrant to utilize the Rights-of-Way for Cable Services containing material terms and conditions that differ from Comcast's material obligations under this Franchise, or declines to require such franchise or other similar lawful authorization where it has the legal authority to do so, then the parties agree that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" for the purposes of this Section only include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; customer service standards; competitive equity (or its equivalent); audits; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section so long as the City does not have lawful authority to regulate such wireless broadband networks within the Franchise Area.

(b) The modification process of this Franchise as provided for in Section 2.6(a) shall only be initiated by written notice by Comcast to the City regarding specified franchise obligations. Comcast's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Comcast's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Comcast is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent.

(c) Upon receipt of Comcast's written notice as provided in Section 2.6(b), the City and Comcast agree that they will use best efforts in good faith to negotiate Comcast's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Comcast reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(d) In the alternative to Franchise modification negotiations as provided for in Section 2.6(c), or if the City and Comcast fail to reach agreement in such negotiations, Comcast may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the City grants to another multi-channel video programming provider (with the understanding that Comcast may use its current system design and technology infrastructure to meet any requirements of the new franchise), so as to insure that the regulatory and financial burdens on each entity are equivalent. If Comcast so elects, the City shall immediately commence proceedings to replace this Franchise with the franchise issued to the other multi-channel video programming provider.

SECTION 3 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct, and extend the Cable System so as to offer Cable Services throughout all parts of the City where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with applicable FCC standards and the Cable Act. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the State of Washington and the generally applicable laws, ordinances and construction standards of the City.

(b) Stand-by power at the headend(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Comcast shall make Cable Service available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the City where there is a minimum of thirty (30) dwelling units per linear plant mile of aerial cable and sixty (60) dwelling units per underground mile of cable, calculated from the end of the main distribution line. Comcast shall complete said extensions with a reasonable timeframe of written notification to Comcast by the City and verification by Comcast that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance from the main distribution line shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet or that requires an underground installation, Comcast shall extend the Cable Service and the Subscriber shall pay Comcast's actual cost of installation from its main distribution system with such cost being only the incremental portion beyond one hundred twenty-five (125) feet for aerial installations.

(c) The City has the authority to require Comcast to place wires and/or equipment underground, provided that the City imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the City where the distribution wires and/or equipment of similarly situated entities (i.e. telephone, electric, and telecommunications utilities) are underground. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

(d) In the event that public or private funds are made available to pay for such projects, Comcast may apply or request that the City apply for such funds. In the event that Comcast is required to place existing aerial plant underground, Comcast reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

3.3 TECHNICAL PERFORMANCE

The technical performance of the Cable System shall meet or exceed all applicable federal (including, but not limited to, the FCC), State and local technical standards, as they may be amended from time to time, regardless of the transmission technology utilized. The City shall have the full authority permitted by Applicable Law to enforce compliance with these technical standards.

Where there exists other evidence which in the judgment of the City casts doubt upon the reliability or technical quality of Cable Service, the City shall have the right and authority to require Comcast to test, analyze and report on the performance of the Cable System. Comcast shall fully cooperate with the City in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after testing. Such report shall include the following information:

- (a) the nature of the complaint or problem which precipitated the special tests;
- (b) the Cable System component tested;
- (c) the equipment used and procedures employed in testing;
- (d) the method, if any, in which such complaint or problem was resolved; and
- (e) any other information pertinent to said tests and analysis which may be required.

3.4 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System requirements of the FCC.

3.5 SERVICES FOR SUBSCRIBERS WITH DISABILITIES

Comcast shall comply with all applicable federal regulations, including the Communications Act of 1934, as amended, that ensure the provision of Cable Services and related equipment are accessible to and usable by persons with disabilities, if readily achievable.

3.6 SERVICE TO MULTIPLE DWELLING UNITS (“MDUs”)

Comcast and the City hereto acknowledge and agree that installation and provision of Cable Service to MDUs are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in

accordance with the procedures set forth in the Cable Act, as amended, applicable FCC regulations, and applicable law.

3.7 REPAIRS AND RESTORATION

(a) Whenever Comcast or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public property, the same shall be replaced and the surface restored to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. Upon failure of Comcast to comply within the time specified in the permit and the City having notified Comcast in writing of the restoration and repairs required, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the City.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any public or private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within twenty (20) business days, weather permitting.

(c) Comcast's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with such applicable federal, state and local laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the One Call Locator Service pursuant to RCW 19.122 prior to any such disturbance. Comcast shall adhere to any additional undergrounding requirements which the State may establish in the future.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair, including the removal of bundles of unused cables and fixing disconnected or hanging lines.

3.8 CITY FACILITIES

Comcast and the City recognize that situations may occur in the future where the City may desire to place its own cable or conduit for Fiber Optic cable in trenches or bores opened by Comcast. Therefore, if Comcast constructs, relocates or places ducts or conduits in the Public Rights-of-Way it shall submit these plans to the City in accordance with the City's permitting process so as to provide the City with an opportunity to request that Comcast place additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. Other than submission of plans in accordance with the City's permitting requirements, nothing set forth herein shall obligate Comcast to slow the progress of any future construction of the Cable System to accommodate the City. In addition, Comcast agrees to cooperate with the City in any other construction by Comcast that involves trenching or boring. The City shall be responsible for maintaining its respective cable, conduit and Fiber Optic cable buried in Comcast's trenches and bores under this paragraph.

3.9 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the City and within a timely manner, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, construction, alteration, repair, or improvement of the Public Rights-of-Way, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City and Comcast shall comply with the requirements of RCW 35.99.060.

3.10 EMERGENCY REMOVAL OF EQUIPMENT

If, at any time, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided that, wherever possible, the City shall give Comcast notice and the ability to relocate wires, cable or other equipment.

3.11 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and/or maintenance of its equipment, it shall apply to the City for permission, with the exception of Emergency situations as defined in Section 1(l), and if permission is granted, shall perform such cutting and removal in accordance with the regulations of the City. Upon any tree removal, the City may require Comcast to replace the tree at the City's discretion.

3.12 CABLE SYSTEM FUNCTIONALITY

As of the Effective Date, Comcast provides its Cable Service utilizing a two-way hybrid fiber-coaxial Cable System architecture that deploys from Comcast's Headend to nodes throughout the City where the signal is converted to radio frequency and runs along the coaxial portion of the Cable System to Subscribers. Over the term of this Franchise, Comcast shall maintain the Cable System in a manner consistent with, or in excess of, a typical 750 MHz Cable System meeting or exceed FCC technical quality standards regardless of any particular manner in which the signal is transmitted.

3.13 BROAD PROGRAMMING CATEGORIES

To the extent they are reasonably available, Comcast shall carry the following programming categories:

- (a) Education, Science, Foreign language
- (b) News and Information and Government
- (c) Children, Family
- (d) Movies/Sports
- (e) General Entertainment, Music and the Arts

3.14 SERVICE FOR THE HEARING IMPAIRED

Comcast shall comply with any FCC requirements regarding altering or adapting programming for the hearing impaired. Comcast shall not take action to remove or alter closed captioning provided for the hearing impaired as a part of any programming. Comcast shall deliver intact such closed captioning in the manner in which it arrives at the headend or from another origination source to the Cable System.

3.15 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.16 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Comcast provided their financial and other obligations to Comcast are honored. Subject to Force Majeure provisions in Section 9.1, Comcast shall use its best efforts to ensure that all Subscribers receive continuous,

uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

3.17 PARENTAL CONTROL CAPABILITY

Comcast shall comply with Section 641 of the Cable Act.

SECTION 4 SUBSCRIBER SERVICE STANDARDS

4.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast service center shall be conveniently located to the City and shall be open during Normal Business Hours.

(b) Comcast shall provide and maintain a toll-free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to Subscriber telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a Subscriber representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time, measured on a quarterly basis. Under Normal Operating Conditions, the Subscriber shall receive a busy signal less than three percent (3%) of the time.

(d) If the City determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 4.5 and/or 5.7(a), that there is a clear failure to comply with the telephone answering requirements above, the City shall notify Comcast in writing requesting a telephone answering compliance report for the past ninety (90) days.

4.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a staff of employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing main distribution line.

(c) Upon scheduling of appointments with the Subscriber for installations, service calls and other activities, Comcast shall provide the Subscriber with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the Subscriber.

(d) Comcast may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the Subscriber must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the Subscriber.

4.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not less than one (1) per year thereafter to each Subscriber and at any time upon request, regarding each of the following areas:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Channel positions of programming carried on the Cable System;
- (4) Installation and service maintenance policies;
- (5) Instructions on how to use the Cable Service;
- (6) Billing and Subscriber complaint procedures;
- (7) Comcast's address, telephone number and office hours; and
- (8) A notice of Subscriber privacy rights as required by federal law.

(b) In accordance with applicable law, Comcast shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, Franchise Fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the State of Washington or the City on the transaction between Comcast and the Subscriber.

(c) Comcast shall maintain a file available to the public containing information as required by federal law.

4.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, and shall include, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

(c) The City hereby requests that Comcast omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

4.5 SUBSCRIBER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all Subscriber Complaints, which shall include at least the following:

(a) Comcast shall provide the Subscriber with a written response to a written Complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the City is contacted directly about a Subscriber Complaint, it shall notify Comcast. When Comcast receives such notification, the time period for Comcast to respond as required by Section 4.5(a) shall commence.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(4) It is the sole responsibility of Comcast and the Subscriber to resolve any Complaints.

(d) Comcast shall maintain Subscriber Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

4.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause using non-discriminatory practices and in accordance with federal and state consumer protection laws.

4.7 SERVICE INTERRUPTIONS

Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall pursue to completion. Comcast shall begin actions to correct other service problems in the next business day after notification of the service problem. Comcast shall make reasonable effort to notify affected Subscribers of any planned service interruptions and upon an emergency service interruption.

4.8 PRIVACY

(a) Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

(b) Comcast shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with all applicable laws and regulations.

(c) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(d) In compliance with federal and state privacy laws and regulations and upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct its records upon reasonable Subscriber verification.

(e) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration in conformance with Section 631 of the Cable Act.

SECTION 5 REGULATION BY THE CITY

5.1 RIGHT TO INSPECT

(a) Books and Records. Throughout the term of this Franchise, Comcast agrees that the City, upon reasonable prior written notice to Comcast, may review such of Comcast's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Comcast's compliance with the provisions of this Franchise at Comcast's business office, during normal business hours, and without unreasonably interfering with Comcast's business operations. Such books and records shall include any records required to be kept in a public file by Comcast pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by Comcast for a minimum period of six (6) years.

(b) In addition, Comcast shall maintain for inspection by the public and the City all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth in this Section, Comcast shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. That said, Comcast does agree to provide all information reasonably required to verify compliance with the material terms of the Franchise. The City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. Comcast shall be responsible for clearly and conspicuously identifying the work confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. If the City receives a demand from any Person for disclosure of any information designated by Comcast as confidential, the City shall promptly advise Comcast and provide Comcast with a copy of any written request by the party demanding access to such information so that Comcast can take appropriate steps to protect its interests within ten (10) days of receiving notification of the City's intended disclosure. Nothing in the Section 5.1(c) prohibits the City from complying with RCW 42.56, or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Comcast for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order requested by Comcast which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order, Comcast shall reimburse the City for any fines or penalties imposed for failure to disclose such records.

5.2 PERFORMANCE REVIEW

Upon thirty (30) days written notification, the City may hold a performance evaluation session, no more than once every thirty-six (36) months, to ensure proper performance of the provisions of this Franchise.

(a) All evaluation sessions shall be open to the public.

(b) Topics which may be discussed at any evaluation session include, but are not limited to, construction issues, Franchise Fee payments, liquidated damages, free or discounted Cable Service, application of new technologies, Cable System performance, Cable Services currently provided and programming offered, future plans of Comcast for new services or programs, Subscriber Complaints, privacy, judicial and FCC rulings, line extension policies and the City's or Comcast's rules; provided that nothing in this subsection shall be construed as requiring the renegotiation of this Franchise.

(c) During evaluations under this subsection, Comcast shall fully cooperate with the City and shall provide such information and documents as the City may reasonably require to perform the evaluation.

5.3 RESERVED AUTHORITY

The City reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the City's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the City to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement. The City shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power. Comcast reserves any rights it may have to challenge such policies whether arising in contract or at law. The City reserves all defenses to such challenge, whether arising in contract or law.

5.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the City to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to Franchise Fees.

5.6 PERMITS

Comcast shall apply to the City for all generally-applicable required permits (e.g. blanket right of way permits, right of way use permits and tree removal permits, as applicable) and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit. Comcast shall pay any and all required permit fees.

5.7 RECORDS AND REPORTS

(a) Subject to Section 5.1, the City shall have access to, and the right to inspect, any books and records of Comcast and its Affiliates which are reasonably necessary to monitor and enforce Comcast's compliance with the provisions of this Franchise at Comcast's regional business office, during normal business hours, and without unreasonably interfering with Comcast's business operations.

(b) The City may, in writing, request copies of any such records or books that are not identified as proprietary or confidential, and Comcast shall provide such copies within thirty (30) days of the transmittal of such request.

(1) One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of Comcast.

(2) If the requested books and records are too voluminous, or identified as proprietary and confidential, or for security reasons cannot be copied or removed, then the City shall inspect them at Comcast's regional office.

5.8 MAPS AND RECORDS REQUIRED

Comcast shall make available to the City upon request:

(a) A route map that depicts the general location of the Cable System facilities placed in the Right-of-Ways. The route map shall identify Cable System facilities as aerial or underground and is not required to depict cable types, number of cables, electronic equipment, and service lines to individual Subscribers. Comcast shall also provide, if requested, an electronic format of the aerial/underground facilities in relation to a Right-of-Way centerline reference to allow the City to add this information to City's geographic information system program;

(b) A copy of all FCC filings that relate to the operation of the Cable System in the Franchise area; and

(c) A list of Comcast's Cable Services, rates, and Channel line-up.

5.9 SUBMITTAL OF DOCUMENTS

(a) Upon written request, Comcast shall submit to the City a copy of any application, notification, communication or document of any kind, submitted by Comcast or its Affiliates to any federal, State or local courts, regulatory agencies and other governmental bodies if such document directly relates to the operations of Comcast's Cable System within the Franchise Area.

(b) Comcast shall submit such documents to the City no later than thirty (30) days after receipt of the City's request. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been treated as

confidential or determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

5.10 ANNUAL REPORTS

Within ninety (90) days of the City's written request, and subject to subsection 8.2, Comcast shall submit to the City a written report containing the following information:

- (a) The most recently completed annual corporate report, or link to website where information is located;
- (b) A Gross Revenue statement for the preceding fiscal year and all deductions and computations for the period, reviewed by a certified public accountant, who may also be the chief financial officer or controller of Comcast.
- (c) A list of Comcast's Cable Services, rates and Channel line-ups;
- (d) A copy of all FCC filings on behalf of Comcast, its parent corporations or Affiliates that relate to the operation of the Cable System in the Franchise Area; and
- (e) A compilation of Subscriber complaints, actions taken and resolution, and a log of service calls.

SECTION 6 COMPENSATION TO THE CITY

6.1 FRANCHISE FEES

(a) Comcast shall pay to the City a franchise fee in an amount equal to five percent (5%) of the annual Gross Revenues received from the operation of its Cable System to provide Cable Service in the City; provided, however, that Comcast shall not be compelled to pay any higher percentage of franchise fees than any other Cable Service provider providing services in the Franchise Area. The City may amend the Franchise Fee upon written notice to Comcast provided that the Franchise Fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the Franchise Fee rate adjustment by the City shall accompany such written notice. Any change in Comcast's Franchise Fee obligation contained herein shall commence within ninety (90) days from such written notice.

(b) No term or condition in this Franchise shall in any way modify or affect Comcast's obligation to pay in full the Franchise Fees as provided by the terms of this Franchise. Although the total sum of the Franchise Fees payments and additional Access Fee (herein also referred to as a "PEG Fee") commitments (defined as capital costs which are required by this Franchise to be incurred for Access facilities) may total more than five percent (5%) of Comcast's Gross Revenues in any 12-month period, Comcast agrees that such additional commitments regarding PEG Fees are excluded from the definition of Franchise Fees herein and are not Franchise Fees, nor are they to be offset or credited against any Franchise Fees payments due to the City. Additionally, any security fund, performance bond or letter of credit required shall not be offset against Franchise Fees. Furthermore, the City and Comcast agree that any utility tax, business and occupation tax or similar local tax of general applicability shall be in addition to any Franchise Fees required herein and there shall be no offset against Franchise Fees subject to applicable law. Should Comcast elect to offset certain non-cash commitments or initiatives against the Franchise Fee in accordance with applicable law, Comcast shall provide the City ninety (90) days advance written notice.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the City under this provision shall be computed at the end of each calendar quarter. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the maximum allowed rate as provided under State law calculated from the date the underpayment was originally due until the date the City receives the payment. No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable. The period of limitation for recovery of franchise fees payable hereunder shall be six (6) years from the date on which payment by Comcast was due. Upon request and if mutually agreeable, Comcast shall deposit the Franchise Fee payments electronically into an account as designated by the City.

6.3 QUARTERLY REPORTS

For each Franchise Fee payment described in Section 6.2 above, Comcast shall provide a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and showing the basis for the computation of fees. Specifically, the report shall contain line items for sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

6.4 FRANCHISE FEE REVIEW

Not more than once every three (3) years, the City shall have the right to conduct a Franchise Fee review or audit of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues. Any such review or audit shall occur within seventy-two (72) months from the date the City receives such payment, after which period any such payment shall be considered final. Within thirty (30) days of a written request, Comcast shall provide the City with copies of financial records related to the Franchise Fee review or audit. The statute of limitations for contracts shall apply to any identification of underpayments.

In the event of an alleged underpayment, the City shall provide Comcast with a written statement indicating the basis for the alleged underpayment. If the Franchise Fee review reveals that there have been no underpayments, the City shall provide written notice to Comcast indicating that no underpayments were found and that the Franchise Fee review is closed. Comcast shall have thirty (30) days from the receipt of the statement regarding any alleged underpayment to provide the City with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the City shall make a final determination of the underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination of underpayment(s), if any, within thirty (30) days of Comcast's objection and shall provide Comcast with written notice of the determination. If Comcast disputes all or part of the audit findings, then the parties shall meet in an attempt to resolve the matter. If the parties are unable to resolve the matter, then either of the parties may refer that matter to non-binding arbitration. Each party shall bear one-half of the costs and expenses of the arbitration proceedings. The decision of the arbitrator(s) shall be subject to judicial review at the request of either party.

Any Franchise Fee payment due to the City as a result of the Franchise Fee review shall be paid to the City by Comcast within sixty (60) days from the date the City notifies Comcast of its final determination, or if matter is submitted to non-binding arbitration, within sixty (60) days from the final disposition of such action. Comcast shall pay, in addition to the amount due, interest at the rate of twelve percent (12%) per annum calculated from the date the underpayment was originally due until the date the City receives the payment.

If Franchise Fees have been underpaid by five percent (5%) or more, then Comcast shall also pay for the cost of the audit up to five thousand dollars (\$5,000) per year being audited for a maximum of 3 years.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required under this Section 6 are provided to Subscribers in conjunction with Non Cable Services, the Franchise Fee shall be applied only to the Gross Revenues of the Cable Services, as reflected on the books and records of Comcast in accordance with GAAP. Comcast shall equitably allocate charges for Cable/Non Cable Services so as not to unfairly diminish Franchise Fees to the City.

SECTION 7 COMPLIMENTARY CABLE SERVICE

7.1 COMPLIMENTARY CABLE SERVICE

The City acknowledges that Comcast currently provides certain complimentary video services to schools, libraries, and municipal buildings, without charge. Comcast will voluntarily continue to provide this complimentary service, provided that the facilities are already served or are within 125 aerial service feet or 60 underground trench feet (a Standard Installation) of Comcast's Cable System, excluding those buildings or portions of buildings that house or occupy prison/jail populations. Comcast agrees to voluntarily continue, until it elects to discontinue, the provision of complimentary services. At such time as Comcast elects to discontinue the provision of complimentary services, Comcast agrees that it will do so only after providing City with at least one hundred twenty (120) days' prior written notice. Such notice shall document the proposed offset or service charges so that the City can make an informed decision as to whether to keep the services. Upon written notice from Comcast, the City shall be given the full one hundred twenty (120) days to review the list of outlets receiving complimentary service and shall have the right to discontinue receipt of all or a portion of the outlets receiving complimentary service provided by Comcast in the event Comcast elects to discontinue the provision of complimentary service as set forth herein. In the event applicable law is overturned in whole or in part by action of the FCC or through judicial review, the City and Comcast will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies.

SECTION 8 CITY ACCESS CHANNEL

8.1 ACCESS CHANNEL

As of the effective date of this Franchise, Comcast is providing and maintaining one (1) Access Channel (currently on channel 21) to Subscribers within the Franchise Area. Both parties acknowledge the Access Channel has been provided by Comcast with programming from a regional PEG programmer from outside of the City. Channel 21 is the Access Channel, receiving a feed from the City of Lynnwood Government Access Channel. Comcast agrees that it will continue making this Access Channel available to Subscribers within the Franchise Area throughout the term of this Franchise.

8.2 FUTURE ACCESS PROGRAMMING

At any time during the term of this Franchise, the City may elect to undertake responsibility to control and operate the Access Channel provided under this Franchise. To do so, the City shall provide Comcast written notice of its intent to control and operate the Access Channel. Upon receipt of the written notice, the City and Comcast shall meet to discuss and mutually agree upon an implementation plan to activate said Channel controlled and operated by the City. Upon activation of the City's controlled Access Channel, it shall replace the existing City of Lynnwood's Government Access Channel.

8.3 FUTURE ACCESS CHANNEL FUNDING

Within 30 days following the City's notice to Comcast of its intent to control and operate the Access Channel as per Section 8.2, Comcast shall place an amount of \$.25 per month on Subscriber billing statements as a PEG Access fee (the "PEG Fee"). At the time of notice, if the remaining term of this Franchise does not accommodate the full capital needs of the City, both parties may review the possibilities of extending the term of the Franchise to increase the PEG Fees collected and paid to the City. Comcast shall recoup and remit the monthly total to the City on the same quarterly schedule as franchise fee payments. PEG contributions shall be used by the City in lawful capital support of Access programming. Comcast shall not be responsible for paying the PEG contribution with respect to gratis or Bad Debt accounts. To the extent allowed by federal law, the PEG contribution may be treated as an external cost by Comcast and itemized on subscribers' bills. The City shall have discretion to allocate the PEG contribution in accordance with applicable law. To the extent the City makes Access PEG investments using City funds prior to receiving the PEG Fee contribution funds, the City is entitled to apply the subsequent PEG contribution payments from Comcast toward such City PEG investments. Upon Comcast's written request, the City shall submit a report annually on the use of the City specific PEG Fee. The City shall submit a report to Comcast within one hundred twenty (120) days of a written request. Comcast may review the records of the City regarding the use of the PEG Fee. The City and Comcast agree that any PEG contribution shall be referred to on subscribers' bills as a "PEG fee" or language substantially similar thereto.

In the event the PEG Fee payment required above is not made on or before the required date, Comcast shall pay, during the period such unpaid amount is owed, additional compensation

and interest charges computed from such due date, at an annual rate of the maximum rate permitted by law. Comcast waives any right to claim that any interest or penalties imposed hereunder constitute franchise fees within the meaning of 47 U.S.C. § 542. Failure to pay required the PEG Fee in a timely manner shall also be a material violation of this Franchise, subject to all sanctions and remedies herein, and the City may, at its discretion, declare this Franchise void and of no further force and effect.

8.4 MANAGEMENT AND CONTROL OF THE FUTURE ACCESS CHANNEL

In the event the City elects to control and operate the Access Channel, the City may authorize a designated Access provider to control, operate, and manage the use of any and all City specific Access facilities, including without limitation, the operation of the Channel. The City or its designee may formulate rules for the operation of the City's Access Channel, consistent with Section 611(d) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 531(d) and the Franchise. Nothing herein shall prohibit the City from authorizing itself to be a designated Access provider. Comcast shall cooperate with the City and designated Access provider in the use of the Cable System and City's specific Access facilities for the provision of the Access Channel.

8.5 LOCATION OF ACCESS CHANNEL

In the event the City elects to control and operate the Access Channel, Comcast shall provide one hundred twenty (120) days written notice to the City prior to any relocation of the Access Channel. The Access Channel reassignment must be to a Channel that meets or exceeds the service and technical standards required by this Franchise. In connection with the movement of the City's Access Channel to another Channel number, Comcast shall provide a bill message on subscribers' bills along with a message on subscribers' converter boxes.

8.6 ACCESS CHANNEL ON LOWEST TIER

Comcast must make the Access Channel available on the lowest service tier to Subscribers within the City.

8.7 ACCESS CHANNEL QUALITY

(a) All PEG Access Channels required shall comply with the FCC Technical Standards. Comcast shall provide Headend and hub equipment and routine maintenance and repair and replace, if necessary, any of Comcast's equipment required to carry the Access signal.

(b) If Comcast makes a change in its Cable System and related equipment and facilities, or in its signal delivery technology, which directly or indirectly affects the signal quality or method or type of transmission of Access programming or services, Comcast shall take all necessary technical steps and provide necessary technical assistance, including the acquisition of all necessary equipment, up to the point of demarcation to ensure that the capabilities of the Access Channel and delivery of Access programming are not diminished or adversely affected by such change.

(c) Comcast shall not exercise editorial control over the programming of any Access Channel. Comcast will not interrupt the signal provided on any Access Channel except during circumstances beyond Comcast's control or if necessary for testing or planned System maintenance purposes.

8.8 INFORMATION ON ACCESS PROGRAMMING

Comcast will facilitate the listing of City's Access programming on an interactive programming guide (such as TV GUIDE) on Tiers of service in which it is available. This requirement will only be enforceable so long as the service is available on Comcast's Cable System and City agrees to pay for all costs associated with the service.

8.9 RETURN LINES

When the City provides notice to Comcast concerning its election to control and operate the Access Channel, the City shall designate its proposed Access facility location. Within sixty (60) days of receiving notice, Comcast shall review its facilities and records and provide an estimate of costs associated with the construction and activation of a fiber optic return line capable of transmitting Video Programming to enable the distribution of the City's Access programming to Subscribers on the provided Access Channel. The return line shall run from a location to be determined by the City to Comcast's facilities. Within a reasonable time-period of receiving the City's directive, Comcast shall construct and activate a return line in accordance with the cost estimate previously provided. The City agrees to pay the actual costs of the return line within ninety (90) days of construction / activation and receipt of an invoice from Comcast.

SECTION 9 ENFORCEMENT, INDEMINIFICATION AND INSURANCE

9.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the City has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated and the details relating thereto.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking reasonable steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days, the period of time in which Comcast must cure the violation shall be extended by the City in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is taking reasonable steps to cure in the reasonable judgment of the City.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) and, in the City's judgment, Comcast has not taken reasonable steps to cure the violation, then the City may deem that Comcast is liable for liquidated damages and/or any other right or remedy in accordance with Section 9.2-9.4.

9.2 LIQUIDATED DAMAGES

(a) Because Comcast's failure to comply with material terms of this Agreement may result in harm to the City and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Comcast in the following amounts:

(1) For failure to provide data, documents, reports or information or to cooperate with the City during an application process or Cable System review or as otherwise provided herein, the liquidated damages shall be \$100.00 per day for each day, or part thereof, such failure occurs or continues.

(2) For a material breach of the customer service standards, the liquidated damages shall be \$150.00 per day for each day, or part thereof, such failure occurs or continues.

(3) For failure to comply with any of the material provisions of this Franchise, or other City ordinance for which liquidated damages is not otherwise specifically provided pursuant to this paragraph (a), the liquidated damages shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

(b) Comcast shall first have an opportunity to cure in accordance with Section 9.1(b). Such damages shall not be a substitute for specific performance by Comcast or legal action by the City, but shall be in addition to such specific performance or legal action.

(c) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. Liquidated damages may

not be assessed for a time period exceeding one hundred and twenty (120) days per violation. The City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

9.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the City in the operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement;

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of City Council after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of Washington. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The City, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The City shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Comcast.

(d) Comcast may appeal such determination to an appropriate court of choosing within thirty (30) days of receipt of the City's written decision.

9.4 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, throughout the term of this Agreement, at its sole cost and expense, a performance bond with a surety company licensed to do business in the State of Washington to ensure Comcast's faithful performance of its obligations. The performance

bond shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 8.1 and 8.2.

(b) The performance bond shall be in the amount of Twenty-Five Thousand Dollars (\$25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the City.

(c) This performance bond shall not relieve Comcast of providing at its expense, all of the applicable surety, construction and warranty bonding requirements provided for in the City Code or development standards officially adopted by the City.

9.5 INDEMNIFICATION

(a) General Indemnification. Comcast shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Comcast's acts, errors or omissions, or from the conduct of Comcast's business, or from any activity, work or thing done, permitted, or suffered by Comcast arising from or in connection with this Franchise. Comcast shall consult and cooperate with the City while conducting its defense of the City. Said indemnification obligations shall extend to any settlement made by Comcast.

(b) Indemnification for Relocation. Comcast shall indemnify, defend and hold the City, its elected officials, officers, authorized agents, boards, and employees, harmless for any damages, claims, additional costs, or expenses payable by, the City related to, arising out of, or resulting from Comcast's failure to remove, adjust or relocate any of its facilities in the Rights-of-Way in a timely manner in accordance with any lawful relocation required by the City. The provisions of this Section 9.5(b) shall specifically include, but are not limited to, claims for delay, damages, costs, and/or time asserted by any contractor performing public work for or on behalf of the City.

(c) Additional Circumstances. Comcast shall also indemnify, defend and hold the City harmless for any claim for injury, damage, loss, liability, cost and expense, including court and appeal costs and attorneys' fees and expenses in any way arising out of any failure by Comcast to secure consents from the owners, authorized distributors or franchisees/licensors of programs to be delivered by the Cable System, provided however, that Comcast will not be required to indemnify the City for any claims arising out of the use of Access Channels by the City and/or its Designated Access Providers or use by the City of the Emergency Alert Cable System.

(d) Procedures and Defense. If a claim or action arises, the City or any other indemnified party shall tender the defense of the claim or action to Comcast, which defense shall be at Comcast's expense. The City may participate in the defense of a claim and, in any event, Comcast may not agree to any settlement of claims financially affecting the City without the City's written approval that shall not be unreasonably withheld.

(e) Duty of Defense. The fact that Comcast carries out any activities under this Franchise through independent contractors shall not constitute an avoidance of or defense to Comcast's duty of defense and indemnification under this Section 9.5.

(f) Duty to Give Notice. The City shall give Comcast timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. The City's failure to so notify and request indemnification shall not relieve Comcast of any liability that Comcast might have, except to the extent that such failure prejudices Comcast's ability to defend such claim or suit. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to Comcast and Comcast shall have the obligation and duty to defend any claims arising thereunder, and the City shall cooperate fully therein.

(g) Separate Representation. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Comcast to represent the City, Comcast shall select other counsel without conflict of interest with the City.

(h) Prior Franchises. The grant of this Franchise shall have no effect on Comcast's duty under the prior franchises to indemnify or insure the City against acts and omissions occurring during the period that the prior franchises were in effect, nor shall it have any effect upon Comcast's liability to pay all Franchise Fees which were due and owed under prior franchises.

(i) Waiver of Title 51 RCW Immunity. Comcast's indemnification obligations shall include indemnifying the City for actions brought by Comcast's own employees and the employees of Comcast's agents, representatives, contractors, and subcontractors even though Comcast might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this indemnification for actions brought by the aforementioned employees is limited solely to claims against the City arising by virtue of Comcast's exercise of the rights set forth in this Franchise. To the extent required to provide this indemnification and this indemnification only, Comcast waives its immunity under Title 51 RCW as provided in RCW 4.24.115; provided however, the forgoing waiver shall not in any way preclude Comcast from raising such immunity as a defense against any claim brought against Comcast by any of its employees or other third party. The obligations of Comcast under this Section 9.5(i) have been mutually negotiated by the parties hereto

(j) Concurrent Negligence. In the event that a particular activity conducted under this Franchise is subject to RCW 4.24.115, this Section 9.5(j) shall apply. Liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Comcast and the City, its officers, officials, employees, and volunteers, Comcast's liability shall be only to the extent of Comcast's negligence.

(k) Inspection. Inspection or acceptance by the City of any work performed by Comcast at the time of completion of construction or maintenance projects shall not be grounds for avoidance of any of these covenants of indemnification.

(l) **Cost Recovery.** In the event the City incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 9.5 against Comcast, all such fees, expenses, and costs shall be recoverable from Comcast to the extent the City prevails in such enforcement action.

(m) **Limitation of City Liability.** The City's lawful administration of this Franchise shall not be construed to create the basis for any liability on the part of the City.

(n) **Damage to Comcast Facilities.** Notwithstanding any other provisions of this Section 9.5, Comcast assumes the risk of damage to its Cable System facilities located in or upon the Rights-of-Way from activities conducted by the City, and agrees to release and waive any and all such claims against the City except to the extent any such damage or destruction is caused by or arises from the gross negligence, intentional misconduct or criminal actions of the City. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with the City's acts or omissions.

(o) **Survival.** The indemnification, defense and hold harmless obligations contained in this Section 9.5 shall survive the expiration, abandonment or termination of this Franchise.

9.6 Insurance Requirements

(a) **General Requirement.** Comcast shall maintain in full force and effect at its own cost and expense each of the following policies of insurance:

(1) Commercial General Liability coverage for bodily injury, personal injury, and property damage with limits of no less than five million dollars (\$5,000,000) per occurrence, the general aggregate limit shall be no less than five million dollars (\$5,000,000).

(2) Commercial Automobile Liability Insurance with minimum combined single limits of at least two million dollars (\$2,000,000) each occurrence and five million dollars (\$5,000,000) aggregate with respect to each of Comcast's owned, hired and non-owned, or any other vehicles assigned or used in any activities authorized under or used in conjunction with this Franchise.

(3) Employer's Liability with limits of at least one million dollars (\$1,000,000).

(4) Umbrella or excess liability insurance in the amount of three million dollars (\$3,000,000).

(5) Workers' Compensation insurance shall be maintained during the life of this Franchise to comply with State law for all employees.

(b) Each policy shall provide that the insurance shall not be canceled or terminated so as to be out of compliance with these requirements without forty-five (45) days' written notice first provided to the City via mail, and ten (10) days' notice for nonpayment of any premium. If the insurance is canceled or terminated so as to be out of compliance with the requirements of this

Franchise, Comcast shall provide a replacement policy. Comcast agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required under the terms of this Section 9.6 for so long as Comcast utilizes the Rights-of-Way or upon renewal of this Franchise. This obligation is separate and apart from any construction related insurance obligation as required under a construction permit. Any failure of Comcast to comply with the claim reporting provisions of the policy(ies) or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. However, if coverage is not afforded under these circumstances, Comcast will indemnify the City for losses the City otherwise would have been covered for as an additional insured. All insurance policies, except Workers Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its officers, officials, agents, and employees for any claims arising out of Comcast's work or service. Comcast solely shall be responsible for deductibles and/or self-insured retention, and the City, at its option, may require Comcast to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable letter of credit.

(c) Endorsements.

All policies shall contain, or shall be endorsed so that:

(1) The City, and the City's employees, officers, officials, boards, and commissions included as additional insureds under Comcast's policies policy with respect to losses for which Comcast is responsible as granted under this Franchise. Additional Insured status may be conferred by blanket endorsement or policy provisions with coverage at least as broad as CG 20 26 or CG 20 11, or their equivalent;

(2) Comcast's insurance coverage shall be primary insurance with respect to the City, the City Council and the City's employees, officers, officials, boards, and commissions. Any insurance or self-insurance maintained by the City, the City Council and the City's officers, officials, boards, commissions, or employees shall be in excess of Comcast's insurance and shall not contribute to it, provided the occurrence arises out of Comcast's negligence; and

(3) Comcast's insurance shall provide for severability of interest with respect to each additional insured.

(d) Verification of Coverage. Comcast shall furnish the City with certificates of insurance and an endorsement reflecting additional insured status upon the acceptance of this Franchise pursuant to Section 10.14. The certificates for each insurance policy are to be on standard forms or such forms as are consistent with standard industry practices, and are to be received by the City at the time of acceptance of this Franchise by Comcast with existing insurance coverage to be maintained by Comcast until that date. Comcast hereby warrants that its insurance policies satisfy the requirements of this Franchise. Receipt by the City of any certificate showing less coverage than required is not a waiver of Comcast's obligations to fulfill the requirements.

(e) No Limitation of Liability. Comcast's maintenance of insurance as required by this Franchise shall not be construed to limit or otherwise alter the liability of Comcast to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Further, Comcast's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Comcast.

(f) Acceptability of Insurers. Unless otherwise approved by the City insurance is to be placed with insurers with a Bests' rating of no less than A- VII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VII. Any exception must be approved by the City. If, at any time, the foregoing policies shall fail to meet the above requirements, Comcast shall, upon notice to that effect from the City, promptly obtain a new policy, and shall submit the same to the City, with appropriate certificates and evidence of an additional insured endorsement or blanket endorsement, for approval.

SECTION 10 MISCELLANEOUS

10.1 FORCE MAJEURE

Comcast shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or imposition of damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Comcast to anticipate and control, including war or riots, civil disturbances, floods or other natural catastrophes, labor stoppages, slow downs, availability of materials, labor or equipment, power outages exceeding back-up power supplies or work delays caused by waiting for utility providers to service or monitor their utility poles to which Comcast's Cable System is attached.

10.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Comcast shall remove its supporting structures, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The City shall have the right to either require Comcast to remove the property, or remove the property itself and charge Comcast with the costs related thereto.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

10.3 NOTICES

Every notice or payment to be served upon or made to the City shall be sent to:

City of Mill Creek
15728 Main St.
Mill Creek, WA 98012
Attention: City Manager

The City may specify any change of address in writing to Comcast. Every notice to be served upon Comcast shall be sent to:

Comcast Cable Communications, LLC
400 Sequoia Dr, STE 100
Bellingham, WA 98226
Attention: Government Affairs Department

With copies to:

Comcast Cable Communications, LLC
15815 25th Ave W
Lynnwood, WA 98087
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the City. Each delivery to Comcast or the City shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

10.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

10.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

10.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Washington, County of Snohomish, or in the United States District Court for the Western District of Washington.

10.7 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City, provided that such consent shall not be unreasonably withheld.

(c) Comcast shall promptly notify the City of any actual or proposed change in, or transfer of, or acquisition by any other party of control of Comcast. The word “control” as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of Comcast shall make this Franchise subject to cancellation unless and until the City shall have consented in writing thereto.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the City of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The City shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

10.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and Comcast. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein.

10.9 SEVERABILITY

If any section, subsection, paragraph, term, provision or clause of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is preempted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

10.10 NO WAIVER OF RIGHTS

No course of dealing between the City and Comcast, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the City.

10.11 CHANGE OF LAW

If any federal or State law or regulation shall require or permit the City or Comcast to perform any service or act or shall prohibit the City or Comcast from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Comcast and the City shall conform to State laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

10.12 COMPLIANCE WITH LAWS

Comcast shall comply with all federal, state and local laws and regulations.

10.13 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

10.14 ACCEPTANCE

Within sixty (60) days of receipt of an executed Franchise from the City, this Franchise shall be accepted by Comcast by filing with the City Clerk an unconditional, written acceptance of all the terms, provisions and conditions of this Franchise. In addition to the written acceptance, Comcast shall furnish the additional insured endorsements and certificates of insurance required pursuant to Section 9.6 and the Performance Bond pursuant to Section 9.4. The failure of Comcast to file such an acceptance shall be deemed a rejection by Comcast and this Franchise shall then be voidable at the discretion of the City.

10.15 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect and shall bind Comcast, the City and their respective successors and assigns five (5) days after the passage and publication of an approved summary thereof consisting of the title. This Agreement is authorized by Ordinance No. _____ dated _____, 2020 of City Council.

Adopted this 28th day of July, 2020, by a vote of ____ for, ____ against, and ____ abstaining.

Pam Pruitt, Mayor

ATTEST/AUTHENTICATED:

Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Filed with the City Clerk: _____
Passed by the city Council: _____
Published: _____
Effective Date: _____
Ordinance No.: _____

ACCEPTANCE

Comcast Cable Communications, LLC, for itself and for its successors and assigns, hereby accepts and agrees to be bound by all terms, conditions and provisions of the Franchise attached hereto and incorporated by this reference. Comcast Cable Communications, LLC expressly acknowledges that in accepting this Franchise it did so relying on its own investigation and understanding of the power and authority to grant this Franchise.

ACCEPTED this ____ day of _____, _____.

Comcast Cable Communications, LLC

Name:
Title:



Date: July 28, 2020

A/P Check Batches		
Dated	Check Numbers	Amount
07/15/2020	62182-62260	\$411,152.70
07/21/2020	Wire-76 Fleet-June	\$2,600.36
Total		\$413,753.06

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 62182 through 62260, and Wire in the amount of \$413,753.06.

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

Councilmember

Director of Finance

Councilmember

City Manager

F:\DATA\EXECUTIVE\WP\FORMS\FIN\Voucher Approval 1.doc



Funds Transfer Request Authorization (FTRA)

Customer Information

Name: MILL CREEK, WA CITY OF **Address:** 15728 MAIN ST
Phone: (425)921-5723 MILL CREEK
 WA 980121518 US

Account Information

Account: BUS_4700
Account Title: CITY OF MILL CREEK TREASURER
 CHECKING
Requestor Name: JEFFREY BALENTINE

Wire Information

Wire Type: DOMESTIC **Wire Date:** 07/21/2020
Country: US **Wire Amount (USD):** 2,600.36
Currency of Recipient Account: USD **Wire Fee:** 30.00
Source: IN PERSON
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH
ID Verification/Type: DEBIT CARD WITH VISA OR MASTERCARD

Recipient Information

Recipient Name: 76 FLEET WEX BANK **Bank Name:** BMO HARRIS BANK NATIONAL ASSOCIATION
Account Number Type: ACCOUNT NUMBER **Bank ID:** 071000288
Account Number: 4539508 **Address:** 111 W MONROE ST
 CHICAGO
 OREGON US IL 60603 US

Information about payment:

Purpose of Payment: OTHER **Additional Phone Advice:**

Additional Reference Information: CITY OF MILL CREEK INVOICE NO: 66242184 **Additional Bank Instructions:**
 ACCOUNT: 0201-00-105915-3

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)

Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input checked="" type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) _____ Check #	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Exception Reason: _____
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FOR BANK USE ONLY: Financial Center Information

Financial Center Name	MILL CREEK BANKING CENTER	Date:	July 21, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-357-3609
Initiating Associate Name:	MAGRISO, IZZET	Remittance ID #:	LS3JS2MWD



RECEIVED
JUL 13 2020

Invoice Statement

INVOICE NUMBER: 66242184
ACCOUNT NAME: City of Mill Creek

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	PAY PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0201-00-105915-3	14,800.00	CITY OF MILL CREEK 30	JUN-30-2020	JUL-22-2020	2,600.36

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JUN-15-2020	Payment - Thank You		2,687.01
JUN-30-2020	Fuel Purchases	2,610.34	
JUN-30-2020	Other Adjustments this Period	10.00	
JUN-30-2020	Rebates and Rebate Reversals		19.98

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

APPROVED FOR PAYMENT

Project # Fuel - City Vehicles
 Bars Code # 001-008-001-70-3000 \$19,044.61
001-018-570-80-3000 \$4,271.37
103-103-542-30-3000 \$6.88
 Signature 401-401-542-30-3000 \$117.64
 Date 001-010-558-60-3000 \$81.84
July 2020

The Finance Charge is determined by applying a periodic rate of 6.99%

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

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
2,687.01	2,687.01	2,620.34	19.98	2,600.36

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

76 Fleet

P.O. Box 639
Portland, ME 04104-0639

ACCOUNT NAME	City Of Mill Creek
ACCOUNT NUMBER	0201-00-105915-3
INVOICE NUMBER	66242184
BILL CLOSING DATE	JUN-30-2020
AMOUNT DUE	2,600.36
AMOUNT ENCLOSED	
PAYMENT DUE DATE	JUL-22-2020

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Fleet Manager
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012

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

02010010591534000000260036 200722

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 7/22/2020 10:10 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62182	911SUPPL INV-2-1118 INV-2-1596	911 Supply Inc Firearms Instructor Vest Cover - T Kidwell Blackhawk SERPA Holster - C White	07/15/2020		238.13 54.13
Total for Check Number 62182:				0.00	292.26
62183	ADPLLC 560141171	ADP, LLC ADP Workforce Now 06/15, ADP Payroll Service	07/15/2020		1,472.22
Total for Check Number 62183:				0.00	1,472.22
62184	INTEGRA 16917976	Allstream T-1 Monthly Chgs - July	07/15/2020		683.89
Total for Check Number 62184:				0.00	683.89
62185	XAUDITRM 2002587.002	Mary Auditore Refund Play-Well Teknology - Michael	07/15/2020		185.00
Total for Check Number 62185:				0.00	185.00
62186	XBERNERR 2002612.002 2002613.002 2002614.002	Rachel Berner Refund Babysitting Safety Class #7424 - Jaxon Refund Junior Tennis Camp: 8-12 Years #7581 - Refund Junior Tennis Camp: 8-12 Years - Emeri	07/15/2020		70.00 100.00 100.00
Total for Check Number 62186:				0.00	270.00
62187	XBERTHS 2002584.002	Steph Bertholf Refund Dance Camp - Julia	07/15/2020		275.00
Total for Check Number 62187:				0.00	275.00
62188	Beyond 9	Beyond the Benchmark Leadership/Executive Coaching Training - PW 0	07/15/2020		300.00
Total for Check Number 62188:				0.00	300.00
62189	BCS 2020-MC6	Bridge Coordination Services DV Services - June	07/15/2020		2,860.17
Total for Check Number 62189:				0.00	2,860.17
62190	BUILDDEX 1066071	Builders Exchange of Washington Inc Publish Projects Online - St Francis Church Derr	07/15/2020		45.00
Total for Check Number 62190:				0.00	45.00
62191	XCASCHEK 2002610.002	Kim Caschette Refund Summer Basketball Camp - Ben	07/15/2020		130.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62191:	0.00	130.00
62192	XCHINK 2002602.002	Kat Chin Refund KLS Soccer: Pre-Soccer - Sophia	07/15/2020		90.00
			Total for Check Number 62192:	0.00	90.00
62193	CITYBELL 36623	City of Bellevue My Buildingpermit.com Fees - 2nd Qtr 2020	07/15/2020		2,138.97
			Total for Check Number 62193:	0.00	2,138.97
62194	CITYEVE I20003388	City of Everett Animals Brought to Shelter - May 2020	07/15/2020		205.00
			Total for Check Number 62194:	0.00	205.00
62195	COMCAST 0457011 0724345	Comcast High Speed Internet Fee 07/18-08/17 Internet for ITS 07/14-08/13	07/15/2020		191.42 106.42
			Total for Check Number 62195:	0.00	297.84
62196	COMPOFF 1963948-1 1963948-2	Complete Office 8 - Alcohol Gel Sanitizer - COVID-19 4 - Pumps for Gallon Bottles - COVID-19	07/15/2020		476.48 38.68
			Total for Check Number 62196:	0.00	515.16
62197	XDAVISST 2002611.002	Stephanie Davis Refund KLS Soccer: Pre-Soccer - Monte	07/15/2020		90.00
			Total for Check Number 62197:	0.00	90.00
62198	DLTSOLUT 4861601A	DLT Solutions LLC Annual Subscription Renewal - AutoCAD Map 3	07/15/2020		705.00
			Total for Check Number 62198:	0.00	705.00
62199	XDOUGLSA 2002604.002	Amber Douglas Refund KLS Soccer: Pre-Soccer - Anora	07/15/2020		90.00
			Total for Check Number 62199:	0.00	90.00
62200	DOWELLCN 2020.06.002	Andrea Dowell Prof Svcs - Financial Consultant - June	07/15/2020		2,395.00
			Total for Check Number 62200:	0.00	2,395.00
62201	XENGLERL 2002605.002	Lindsay Engler Refund KLS Soccer: Pre-Soccer - Vivian	07/15/2020		90.00
			Total for Check Number 62201:	0.00	90.00
62202	XFORDM 2002603.002	Molly Ford Refund KLS Soccer: Pre-Soccer - Sylvie	07/15/2020		90.00
			Total for Check Number 62202:	0.00	90.00
62203	XFOWLERE 2002593.002	Emily Fowler Refund KLS Soccer: 1 - Marshall	07/15/2020		90.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62203:	0.00	90.00
62204	FREESEL June 2020 June 2020A June 2020B	Lois Freese Conflict Public Defender - XZ0384438 Conflict Public Defender - 9Z0987984 Conflict Public Defender - 8Z0172759	07/15/2020		300.00 300.00 300.00
			Total for Check Number 62204:	0.00	900.00
62205	XGADEKD 2002609.002	Danielle Gadek Refund Dog Obed - Puppy ABC's - Danielle	07/15/2020		120.00
			Total for Check Number 62205:	0.00	120.00
62206	XGAUTRV 2002608.002	Valerie Gautreaux Refund KLS Soccer: Tot-Soccer-Grant	07/15/2020		90.00
			Total for Check Number 62206:	0.00	90.00
62207	GUARDSEC 1040273	Guardian Security AES Radio Monitoring 08/01 - 10/31	07/15/2020		215.48
			Total for Check Number 62207:	0.00	215.48
62208	XGUTHRIH 2002592.002	Heather Guthrie Refund KLS Soccer: 1 - Matthew	07/15/2020		90.00
			Total for Check Number 62208:	0.00	90.00
62209	XHARTWF 2002595.002 2002598.002	Frances Hartwick Refund KLS Soccer: 1 - Zoe Refund KLS Soccer: Mommy/Daddy & Me - Ell	07/15/2020		90.00 90.00
			Total for Check Number 62209:	0.00	180.00
62210	XHEWESK 2002585.002	Kasey Hewes Refund Play-Well TEKnology - Charles	07/15/2020		185.00
			Total for Check Number 62210:	0.00	185.00
62211	ISO CW241014 CW241306	ISOOutsource IT Consultant/Tech Support 06/16 - 06/30 Remote Desktop Support Services - Tier 1 Support	07/15/2020		3,299.40 7,679.01
			Total for Check Number 62211:	0.00	10,978.41
62212	JSPLASTC 604-626-868	JS Plastic Refund Overpayment - Business License	07/15/2020		50.00
			Total for Check Number 62212:	0.00	50.00
62213	KCDA 300489239	KCDA Purchasing Cooperative Post-It Notes, Copy Paper, Tape, Stic Pens	07/15/2020		299.06
			Total for Check Number 62213:	0.00	299.06
62214	XKLAUSW 2002607.002	Whitney Klaus Refund KLS Soccer: Tot-Soccer - Henry	07/15/2020		90.00
			Total for Check Number 62214:	0.00	90.00
62215	LANEP	Lanepowell	07/15/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	3827791	Prof Legal Svcs - General Employment - April			118,412.00
	3827792	Prof Legal Svcs - Public Records Act Lawsuit - /			11,215.15
	3827793	Prof Legal Svcs - General Business - April			1,705.90
	3827794	Prof Legal Svcs - City Attorney - April			1,687.50
	3827795	Prof Legal Svcs - General Construction - April			11,404.80
	3829784	Prof Legal Svcs - General Employment - May			87,341.15
	3829785	Prof Legal Svcs - Public Records Act Lawsuit - /			22,512.75
	3829786	Prof Legal Svcs - General Business - May			585.00
	3829787	Prof Legal Svcs - City Attorney - May			11,812.50
	3829788	Prof Legal Svcs - General Construction - May			8,170.55
			Total for Check Number 62215:	0.00	274,847.30
62216	LIFEASST 998040	Life-Assist Inc 2 - Isolation Gowns	07/15/2020		64.64
			Total for Check Number 62216:	0.00	64.64
62217	LONGBUIL 1	LONG Building Technologies, Inc S2 License Renewal - Extreme Controller Upgra	07/15/2020		7,627.82
			Total for Check Number 62217:	0.00	7,627.82
62218	XLUTZH 2002597.002	Haley Lutz Refund KLS Soccer: Mommy/Daddy & Me - La	07/15/2020		90.00
			Total for Check Number 62218:	0.00	90.00
62219	XMOODYL 2002594.002	Laurie Moody Refund KLS Soccer: 1 - Leah	07/15/2020		90.00
			Total for Check Number 62219:	0.00	90.00
62220	NORTHSH 10642	Northshore Senior Center Allocation for Senior Program - 2nd Qtr 2020	07/15/2020		3,750.00
			Total for Check Number 62220:	0.00	3,750.00
62221	OLBRECAS June 2020	Olbrechts & Associates PLLC Hearing Examiner Services - June	07/15/2020		624.00
			Total for Check Number 62221:	0.00	624.00
62222	OREILLY 2986-256839 2986-257242	O'Reilly Automotive Inc Fuel Filter - PW9 LP Mini Fuse/Fuse Assortment - PW Shop Suppl	07/15/2020		19.51 13.11
			Total for Check Number 62222:	0.00	32.62
62223	XOSBURNJ 2002599.002 2002600.002	Jill Osburn Refund KLS Soccer: Pre-Soccer - Will Refund KLS Soccer: Pre-Soccer - Drew	07/15/2020		90.00 90.00
			Total for Check Number 62223:	0.00	180.00
62224	PACFIRSE 72826	Pacific Fire and Security, Inc. Fire & Sprinklers - July-Sept - CHN	07/15/2020		284.54
			Total for Check Number 62224:	0.00	284.54
62225	XPALMERA 2002601.002	Amelia Palmer Refund KLS Soccer: Pre-Soccer - Carter	07/15/2020		90.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62225:	0.00	90.00
62226	XPARIKHR 2002591.002	Reena Parikh Refund Live Action & Animation Flix - Kavi	07/15/2020		380.00
			Total for Check Number 62226:	0.00	380.00
62227	XPATTONS 2002588.002	Sam Patton Refund Play-Well TEKology - Jasper	07/15/2020		185.00
			Total for Check Number 62227:	0.00	185.00
62228	Peckman 1	Peckham & McKenney Professional Fee - Police Chief Search	07/15/2020		7,000.00
			Total for Check Number 62228:	0.00	7,000.00
62229	PERTEET 20160281.004-6 20160281.004-7	Perteet Inc Prof Svcs - Creekside West Drainage Review 03/ Prof Svcs - Creekside West Drainage Review 06/	07/15/2020		985.00 337.50
			Total for Check Number 62229:	0.00	1,322.50
62230	POWERDMS 37105	PowerDMS Annual Subscription Fee - PowerStandards for W	07/15/2020		3,676.36
			Total for Check Number 62230:	0.00	3,676.36
62231	PROFORCE 415905	ProForce Law Enforcement 200 - DEF Tech 12GA	07/15/2020		1,102.74
			Total for Check Number 62231:	0.00	1,102.74
62232	PUBSAF 2020-0408	Public Safety Testing 2nd Qtr Subscription Fees - April-June 2020	07/15/2020		279.00
			Total for Check Number 62232:	0.00	279.00
62233	SNOCPUD 105377636 108681722 108681723 108681724 111975296 115277061 118588267 128502655 148262983 148263299 151560785 154805334 154805555 158006294 161184858	PUD No. 1 of Snohomish County Street Lights - 49 Lights - 20W 06/01 - 06/30 Street Lights - 8 Lights - 200W 06/01 - 06/30 Street Lights - 38 Lights - 250W 06/01 - 06/30 Street Lights - 39 Lights - 400W 06/01 - 06/30 Street Lights - 1 Light - 160W 06/01 - 06/30 15601 22nd Ct SE 05/28 - 06/29 Street Lights - 189 Lights - 200W 06/01 - 06/30 13332 44th Ave SE 06/02 - 07/01 Street Lights - 91 Lights - 250W 06/01 - 06/30 Street Lights - 1 Light - 240W 06/01 - 06/30 Street Lights - 841 Lights - 100W 06/01 - 06/30 Street Lights - 21 Lights - 400W 06/01 - 06/30 Street Lights - 17 Lights - 100W 06/01 - 06/30 Street Lights - 6 Lights - 150W 06/01 - 06/30 4560 SAC 06/03 - 07/01	07/15/2020		17.15 47.68 285.38 441.48 5.18 21.43 1,736.91 39.67 985.53 7.94 5,121.69 312.90 52.87 28.98 36.04
			Total for Check Number 62233:	0.00	9,140.83
62234	RONGERJ 9239 9239A	John Rongerude P.S. Conflict Public Defender XZ0384438 Conflict Public Defender 9Z0987984	07/15/2020		300.00 300.00

AGENDA ITEM #F.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62234:	0.00	600.00
62235	SAFEBLT 0068446-IN	SAFEbuilt LLC Prof Svcs - Plan Review/Bldg Inspection Service	07/15/2020		9,534.29
			Total for Check Number 62235:	0.00	9,534.29
62236	XSANDERK 2002618.002 2002619.002	KC Sanders Refund Ballet: Creative #7474 - Kayla Refund Music for Preschool #7441 - Kayla	07/15/2020		48.00 65.00
			Total for Check Number 62236:	0.00	113.00
62237	SILVERL 14112-27585 14737-19068 14969-56155 17679-27345 17684-27596 24079-27593 32140-27632 32141-27633 35995-27914 35996-27914 35997-27914 35998-27914 35999-27914 36000-27914 36016-27914 36025-27914 36026-27914 36365-27593 37034-30017 37680-27914 40191-27914	Silverlake Water District 132nd & SR 527 Irrig 06/01 - 06/30 13617 28th Dr SE Irrig 06/01 - 06/30 13716 Bothell Everett Hwy (Church Property) 0 15429 1/2 Bothell Everett Hwy 06/01 - 06/30 15429 Bothell Way - Irrig 06/01 - 06/30 Hillside Irrig 06/01 - 06/30 13903 N Creek Dr - Irrig 06/01 - 06/30 13903 N Creek Dr 06/01 - 06/30 SR 527 - Irrig 06/01 - 06/30 14600 SR 527 - Irrig 06/01 - 06/30 13800 N SR 527 - Irrig 06/01 - 06/30 1600 SR 527 - Irrig 06/01 - 06/30 15200 SR 527 - Irrig 06/01 - 06/30 15100 N SR 527 - Irrig 06/01 - 06/30 SR 527 & Trillium Blvd - Irrig 06/01 - 06/30 14600 SR 527 - Irrig 06/01 - 06/30 SR 527 & Dumas Rd - Irrig 06/01 - 06/30 Dumas Rd Irrigation 06/01 - 06/30 14721 12th Ave SE - Irrig 06/01 - 06/30 0 33rd Dr & Northpointe Circle - Irrig 06/01 - 06/30 13401 44th Ave SE - Restroom 06/01 - 06/30	07/15/2020		7.60 7.60 17.60 10.20 20.60 10.20 7.60 65.25 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 7.60 22.30 38.80 101.20 65.85
			Total for Check Number 62237:	0.00	443.20
62238	SNOCOM 2639	Snohomish County 911 Dispatch Services - July	07/15/2020		21,804.54
			Total for Check Number 62238:	0.00	21,804.54
62239	SNOCOC 2020-6377	Snohomish County Corrections Jail Service Fee - May	07/15/2020		9,664.35
			Total for Check Number 62239:	0.00	9,664.35
62240	SNOCOPW I000529814 I000529814A I000529814B I000529814C I000530618	Snohomish County Public Works Signal Maint - RR7552 Dumas Rd & Park Rd - / Signal Maint - RR7554 164th SE & 9th Ave SE - Signal Maint - RR7573 35th Ave SE & 148th St Signal Maint - RR7869 Mill Crk Blvd @ Main - Signal Maint - RR7571 Mill Crk Rd & Sea Hill -	07/15/2020		164.97 313.31 171.15 223.04 333.22
			Total for Check Number 62240:	0.00	1,205.69
62241	SNDPUBIN EDH902494 EDH902495 EDH902819	Sound Publishing Inc Publication of Ordinance No. 2020-862 Publication of Ordinance No. 2020-861 Publication - City Bids - RFP Website Design	07/15/2020		44.80 42.00 49.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62241:	0.00	135.80
62242	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - Ju	07/15/2020		3,475.32
			Total for Check Number 62242:	0.00	3,475.32
62243	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - July	07/15/2020		1,986.43
			Total for Check Number 62243:	0.00	1,986.43
62244	STANLEY 2362269	Stanley Steemer International Inc Emergency Service Call-Flood-Police Departmen	07/15/2020		1,526.17
			Total for Check Number 62244:	0.00	1,526.17
62245	STARDMSV 0124302-IN 0124302-IN1 0124302-IN2 0124302-IN3	Stardom Services Inc June Services - Janitorial June Services - Janitorial - CHN June Services - Janitorial - Extra Friday Svc - Ch June Services - Janitorial - Extra Friday Svc	07/15/2020		1,105.40 1,349.60 175.00 125.00
			Total for Check Number 62245:	0.00	2,755.00
62246	STERICYC 3005163655	Stericycle Inc Biomedical Waste Services - Monthly Fee	07/15/2020		31.08
			Total for Check Number 62246:	0.00	31.08
62247	BLUELINE 19225	The Blueline Group Prof Svcs - Heron Park Play Area Renovation Th	07/15/2020		382.50
			Total for Check Number 62247:	0.00	382.50
62248	THYSSEN 3005362777	Thyssenkrupp Elevator Corp. Elevator Maintenance - CHN 07/01 - 09/30	07/15/2020		1,321.07
			Total for Check Number 62248:	0.00	1,321.07
62249	TRANSUN 06008402	Trans Union LLC Basic Service Monthly Fee - Credit Checks	07/15/2020		60.78
			Total for Check Number 62249:	0.00	60.78
62250	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations - June	07/15/2020		55.25
			Total for Check Number 62250:	0.00	55.25
62251	ULINE 121683101 121739820	Uline Waterproof Envelopes & Tags - Vehicles Held as Flammable Storage Cabinet - PD	07/15/2020		101.45 1,414.55
			Total for Check Number 62251:	0.00	1,516.00
62252	USIC 388564 388564A	USIC Locating Services, LLC 67 Utility Locates/12 QH 06/01 - 06/30 67 Utility Locates/12 QH 06/01 - 06/30	07/15/2020		1,650.88 1,650.88
			Total for Check Number 62252:	0.00	3,301.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62253	UJLC 0060175 0060175A	Utilities Underground Location Center On Call Location Services - 71 Excavation Notif On Call Location Services - 71 Excavation Notif	07/15/2020		91.59 91.59
Total for Check Number 62253:				0.00	183.18
62254	VOHNELIC 16397	Vohne Liche Kennels, Inc Male German Shepherd - Hondo	07/15/2020		8,737.04
Total for Check Number 62254:				0.00	8,737.04
62255	XWACHNGI 2002615.002 2002616.002 2002617.002	Lisa Wachong Refund Preschool Pals - Fall 2020 - Kathryn Refund Preschool Pals - Spring 2021 - Kathryn Refund Preschool Pals - Winter 2021 - Kathryn	07/15/2020		960.00 720.00 912.00
Total for Check Number 62255:				0.00	2,592.00
62256	WAVEDIV 102743301008229	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St to 3000 Rockefeller	07/15/2020		641.25
Total for Check Number 62256:				0.00	641.25
62257	XWEIHERA 2002590.002	Amy Weiher Refund Play-Well TI:Knology - Cullen	07/15/2020		185.00
Total for Check Number 62257:				0.00	185.00
62258	WINSUPP 038213 01 038348 01	Winsupply Company Backflow Assembly Replacement - SHR Median 2 - PVC Ball Valves - MCSP Irrigation	07/15/2020		211.31 7.77
Total for Check Number 62258:				0.00	219.08
62259	AFSCME June 2020	WSCCCE, AFSCME, AFL-CIO Union Dues - AFSCME - June	07/15/2020		983.36
Total for Check Number 62259:				0.00	983.36
62260	YCTS J40132	Yakima County Technology Services Yakima County Hosting & Internet - ILA 04/01 -	07/15/2020		423.75
Total for Check Number 62260:				0.00	423.75
Total for 7/15/2020:				0.00	411,152.70
Report Total (79 checks):				0.00	411,152.70



Date: July 28, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
07/10/2020	ACH Wire-Assoc. of WA Cities	\$79,266.38
07/10/2020	ACH Automatic Deposit Checks	\$159,899.55
07/10/2020	ACH Wire- FWT & Medicare Taxes	\$31,803.29
07/10/2020	ACH Wire MEBT- Wilmington Trust	\$23,944.99
07/10/2020	ACH Wire- ICMA RC- Def. Comp	\$1,894.54
07/10/2020	ACH Wire- BAC- Flex Spending Acct	\$1,305.53
07/10/2020	ACH Wire- MCPD Guild Dues	\$1,940.00
Total		\$300,054.28

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of the ACH Automatic Deposit checks and ACH Wire Transfers in the amount of \$300,054.28.

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

Councilmember

Councilmember

Finance Director

City Manager

G:\FINANCE\Restricted (old I drive)\Payroll\Voucher Coversheets\2020\Payroll Voucher Approval 07.10.2020.docx
7/23/2020



Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF	Address: 15728 MAIN ST MILL CREEK WA 980121518 US
Phone: (425)921-5723	

Account Information	
Account: BUS_4700	
Account Title: CITY OF MILL CREEK TREASURER CHECKING	
Requestor Name: JEFFREY BALENTINE	

Wire Information			
Wire Type: DOMESTIC		Wire Date: 07/14/2020	
Country: US		Wire Amount (USD): 79,266.38	
Currency of Recipient Account: USD		Wire Fee: 30.00	
Source: IN PERSON			
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH			
ID Verification/Type: DEBIT CARD WITH VISA OR MASTERCARD			

Recipient Information	
Recipient Name: AWC DEPOSITORY ACCOUNT	Bank Name: HERITAGE BANK
Account Number Type: ACCOUNT NUMBER	Bank ID:
Account Number:	Address: 201 5TH AVE SW OLYMPIA WA 98501 US
Address: OLYMPIA WASHINGTON US	

Information about payment:

Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference Information: BILLING ID: 1495 MONTH: 06/2020 Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the International remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)				
Not Applicable (check box if no signature verification is required)	Signature Card (check box if signature card was reviewed)	Business Resolution (check box if business resolution was reviewed)	Posted Check# (reference PRO for date guidelines) (complete field below)	Leader Exception Granted (leader must place their initials or signature in box below)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check # _____	<div style="border: 1px solid black; width: 150px; height: 20px; margin: 0 auto;"></div> Exception Reason: _____

FOR BANK USE ONLY: Financial Center Information			
Financial Center Name	MILL CREEK BANKING CENTER	Date:	July 14, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-357-3609
Initiating Associate Name:	MAGRISO, IZZET	Remittance ID #:	25795RKKKA

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:28 Pay Date:07/10/2020 P/E Date:06/30/2020
 Qtr/Year:3/2020 Run Time/Date:14:43:03 PM EDT 07/08/2020

Taxes Debited	Federal Income Tax	24,591.03		
	Earned Income Credit Advances	0.00		
	Social Security - EE	0.00		
	Social Security - ER	0.00		
	Social Security Adj - EE	0.00		
	Medicare - EE	3,286.86		
	Medicare - ER	3,287.23		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	COBRA Premium Assistance Payments	0.00		
	Federal Unemployment Tax	0.00		
	Families First FMLA-PSL Payments Credit	0.00		
	Families First ER Medicare Credit	0.00		
	Families First FMLA-PSL Health Care Premium Credit	0.00		
	CARES Retention Qualified Payments Credit	0.00		
	CARES Retention Qualified Health Care Credit	0.00		
	State Income Tax	0.00		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	State Family Leave Insurance - EE	212.65		
	State Family Leave Insurance - ER	0.00		
	State Medical Leave Insurance - EE	191.46		
	State Medical Leave Insurance - ER	234.06		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited	31,803.29		
Other Transfers	Full Service Direct Deposit Acct.	159,899.55		
	Total Amount Debited From Your Account		191,702.84	Total Liability
Bank Debits & Other Liability	Checks	0.00		191,702.84
	Adjustments/Prepay/Voids	0.00		191,702.84
Taxes- Your Responsibility	None this payroll			191,702.84



Funds Transfer Request Authorization (FTRA)

Customer Information

Name: MILL CREEK, WA CITY OF Address: 15728 MAIN ST
 Phone: (425)921-5723 MILL CREEK
 WA 980121518 US

Account Information

Account: BUS_4700
 Account Title: CITY OF MILL CREEK TREASURER
 CHECKING

Requestor Name: JEFFREY BALENTINE

Wire Information

Wire Type: DOMESTIC Wire Date: 07/13/2020
 Country: US Wire Amount (USD): 23,944.99 ✓
 Currency of Recipient Account: USD Wire Fee: 30.00
 Source: IN PERSON
 ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH
 ID Verification/Type: BANK OF AMERICA DEBIT CARD, ATM CAR

Recipient Information

Recipient Name: MATRIX TRUST COMPANY Bank Name: JPMORGAN CHASE BANK NATIONAL
 ASSOCIATION
 Account Number Type: ACCOUNT NUMBER Bank ID:
 Account Number: Address: 1111 POLARIS PKWY
 Address: COLUMBUS
 OHIO US OH 43240 US

Information about payment:
 Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference Information: REF: CITY MILL CREEK N3177E Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT! FOR EACH WIRE indicate Method of Signature Verification: (must complete one of the below)

<p>Not Applicable (check box if no signature verification is required)</p> <input type="checkbox"/>	<p>Signature Card (check box if signature card was reviewed)</p> <input type="checkbox"/>	<p>Business Resolution (check box if business resolution was reviewed)</p> <input type="checkbox"/>	<p>Postal Check# (reference PRO for date guidelines) (complete field below) Check # _____</p>	<p>Leader Exception Granted (leader must place their initials or signature in box below)</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div> <p>Exception Reason: _____</p>
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FOR BANK USE ONLY: Financial Center Information

Financial Center Name	MILL CREEK BANKING CENTER	Date:	July 13, 2020
Company #/Cost Center #:	00363 0037019	Phone #:	425-481-5498
Initiating Associate Name:	SHARMA, MANINDERJEET	Remittance ID #:	R9E8HDUYH

Payroll 07/10/2020			
		9044.96	LEO Total
		704.60	MBX Total
MEBT ER	14,125.21	14083.72	MEB Total
		451.72	MEB2 Total
MEBT EE	15,281.53	41.49	MME Total
		41.49	MMR Total
Sub-Total	29,406.74	6899.47	P2E Total
		1109.53	P3E Total
Less Standard Insurance	(5,461.75)	14083.72	TER Total
Wire Total	23,944.99	46460.70	Grand Total

Payroll Date 07/10/20	ICMA
Fleming, Rodney J	\$ 450.00
Hookland, Rebecca J	\$ 137.60
Kidwell, Tyler A	\$ 531.94
LaRose, Scot P	\$ 700.00
Ringstad, Sherrie M	\$ 25.00
White, Stanley R	\$ 50.00
Total	\$ 1,894.54



Funds Transfer Request Authorization (FTRA)

Customer Information

Name: MILL CREEK, WA CITY OF Address: 15728 MAIN ST MILL CREEK WA 980121518 US
Phone: (425)921-5723

Account Information

Account: BUS_4700
Account Title: CITY OF MILL CREEK TREASURER CHECKING
Requestor Name: JEFFREY A BALNTINE

Wire Information

Wire Type: DOMESTIC Wire Date: 07/13/2020
Country: US Wire Amount (USD): 1,305.53
Currency of Recipient Account: USD Wire Fee: 30.00
Source: IN PERSON
ID Verification Type: U.S. DRIVER'S LICENSE (WITH OR WITH)

Recipient Information

Recipient Name: BENEFIT ADMINISTRATION COMPANY LLC Bank Name: SOUND CU
Account Number Type: ACCOUNT NUMBER Bank ID:
Address: TACOMA WASHINGTON 98402 US Address: 1331 BROADWAY TACOMA WA 98402 US

Information about payment: Purpose of Payment: OTHER Additional Phone Advice:

Additional Reference Information: Additional Bank Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature _____ Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE indicate Method of Signature Verification (must complete one of the below)

Not Applicable (check box if no signature verification is required)
Signature Card (check box if signature card was reviewed)
Business Resolution (check box if business resolution was reviewed)
Posted Check# (reference PRO for date guidelines) (complete field below)
Leader Exception Granted (leader must place their initials or signature in box below)
Exception Reason:

Table with 4 columns: Financial Center Name, Company #/Cost Center #, Initiating Associate Name, Date, Phone #, Remittance ID #. Values include MILL CREEK BANKING CENTER, 00383 0037019, SHARMA, MANINDERJEET, July 13, 2020, 425-481-5498, ZPXEQYNEQ.

Payroll Date 07/10/2020	Deferred Daycare	Deferred Healthcare
Beagle, Nathan I	\$ 0.00	\$ 114.58
Celustka, Larry A	\$ 0.00	\$ 5.00
Eastman, Scott Michael	\$ 0.00	\$ 114.58
Fleming, Rodney J	\$ 0.00	\$ 81.94
Foutch, Bart A	\$ 0.00	\$ 114.58
Freeburg-Gunderson, Jodie A	\$ 0.00	\$ 25.00
Heath, Ilia C	\$ 0.00	\$ 105.00
Hughes, Tyrone A	\$ 0.00	\$ 110.00
Lee, Joanna M	\$ 0.00	\$ 45.00
Lockett, Grace M	\$ 0.00	\$ 27.27
Pigott, Larissa V	\$ 0.00	\$ 114.58
Rasmussen, Kristen A	\$ 208.00	\$ 35.00
Ringstad, Sherrie M	\$ 0.00	\$ 30.00
Rogers, Thomas B	\$ 0.00	\$ 62.50
Schmidt, Christi A.M.	\$ 0.00	\$ 50.00
Wright, Jere A	\$ 0.00	\$ 62.50
Grand Totals	\$ 208.00	\$ 1,097.53
Total	\$ 208.00	\$ 1,097.53
Total Due to BAC	\$ 1,305.53	



Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF	Address: 15728 MAIN ST MILL CREEK WA 980121518 US
Phone: (425)921-5723	

Account Information	
Account: BUS_4700	
Account Title: CITY OF MILL CREEK TREASURER CHECKING	
Requestor Name: JEFFREY BALENTINE	

Wire Information	
Wire Type: DOMESTIC	Wire Date: 07/13/2020
Country: US	Wire Amount (USD): 1,940.00
Currency of Recipient Account: USD	Wire Fee: 30.00
Source: IN PERSON	
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH	
ID Verification/Type:	

Recipient Information	
Recipient Name: MILL CREEK POLICE OFFICER GUILD	Bank Name: BANK OF AMERICA NATIONAL ASSOCIATION
Account Number Type: ACCOUNT NUMBER	Bank ID:
Account Number:	Address: 308 MAIN ST EDMONDS WA 98020 US
Address: MILL CREEK WASHINGTON US	
Information about payment:	
Purpose of Payment: OTHER	Additional Phone Advice:
Additional Reference Information:	Additional Bank Instructions:
REF: POLICE GUILD BEN INFO:POLICE GUILD DUES DIRECT DEPOSIT	

Customer Approval	
<p>I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.</p>	
Customer Signature _____	Date of Request ____/____/____

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification! (must complete one of the below)				
Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Exception Reason: _____

FOR BANK USE ONLY: Financial Center Information			
Financial Center Name	MILL CREEK BANKING CENTER	Date:	July 13, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-357-3809
Initiating Associate Name:	MAGRISO, IZZET	Remittance ID #:	XPL45TVDT

Police Guild Dues for June 2020

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

Jun-20



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 7, 2020

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

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

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:06 p.m.

City of Mill Creek Virtual Council Meeting July 7, 2020

Mon, Jul 6, 2020 6:00 PM - 8:00 PM (PDT)

You can also dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code:817-463-629

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Cavaleri.

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Brian Holtzclaw, Mayor Pro Tem

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

John Steckler, Councilmember

Stephanie Vignal, Councilmember

Councilmembers Absent:

- A.** Due to technical difficulties Councilmember Steckler arrived at approximately 6:13 p.m.

AUDIENCE COMMUNICATION

- B.** Public comment on items on or not on the agenda were given by the following participants:

Miguel Morga, AFSCME Council 2 Union Representative and Director of Staff Services, commented on the reduction of employees represented in the AFSCME bargaining unit due to the COVID-19 pandemic.

July 7, 2020 REGULAR COUNCIL MEETING MINUTES

Daniel Carr from 7C's Swim School informed Members of Council that he is available to answer any questions during Study Session discussions regarding the agenda titled "Request a perpetual sight line Easement on the Remillard Property."

Jon Ramer, Mill Creek resident requested an update on the proposed construction of a new crosswalk at Jackson High School.

STUDY SESSION

C. Police Department Use of Force Policies, Training, and Response to the Community.
(Scott Eastman, Acting Chief of Police)

Acting Chief Eastman presented to Members of Council and the Mill Creek community a response to the recent deaths of African American men by law enforcement in Minneapolis, Atlanta, Tacoma and other US cities. In light of the increased scrutiny from the public and questions from organizations, Acting Chief Scott Eastman provided a response to the community and Members of Council. A list of frequency-asked questions and answers were provided in order to explain the Mill Creek Police Department's policy in terms of the use of force and training.

To view the power point presentation [click here](#). To find out more on the training, policies and Community response, [click here](#) for the Frequently Asked Questions (FAQ).

Council engaged in discussion and Q & A.

D. Request for a Perpetual Sight Line Easement on the Remillard Property
(Sherrie Ringstad, Associate Planner and Tom Rogers, Planning Supervisor)

Sherrie Ringstad, Associate Planner presented to Council information regarding a perpetual sight line easement on the Remillard Property.

The following were items that were discussed:

- Background on the project
- The review process to date
- Proposed site plan
- Sight distance easement
- Existing conditions
- Impacts to the City property
- Potential easement terms
- Next steps

A Binding Site Plan (BSP) has been submitted to develop the property located on the southeast corner of the North Creek Drive and Dumas Road intersection (colloquially known as the Kelly Property; referred to below as 7C's Property).

Since North Creek Drive curves at the location, there is an issue with "sight distance" which will need to be resolved to ensure safe ingress/egress. The sight distance is

currently obstructed by an existing fence and vegetation located along the western boundary of the City's property to the south of the project site.

In order to address the visibility and safety issue, Mr. Carr is requesting that the City grant to 7C's Swim School a perpetual vehicular sight line easement covering 1,337 sq. ft. across a portion of the Remillard Property fronting North Creek Drive (Easement).

[Click here](#) to view the power point.

Council engaged in discussion and Q & A.

CONSENT AGENDA

- E. City Council Meeting Minutes of June 9, 2020 and June 23, 2020.

The meeting minutes for the June 9 and June 23, 2020 City Council Meetings were withdrawn and will be submitted at a future Council Meeting.

REPORTS

- F. Mayor/Council

Mayor Pruitt reported on the required metrics to enter into phase 3 of the COVID-19 pandemic and explained with the current statistics, Snohomish County will continue to operate in phase 2.

Councilmember Steckler reported that he participated in the online Association of Washington Cities (AWC) Conference along with Councilmembers Todd and Vignal and will wait to make further comments once Councilmember Todd gives the AWC Conference Report.

Councilmember Cavaleri reported that the Park and Recreation Board will conduct their annual parks tour in August in order to make recommendations for any necessary upgrades or repairs to present during the next biennium budget process.

Councilmember Cavaleri made a motion to conduct City Council meetings back in the Council Chambers at City Hall starting July 28, 2020. Councilmember Cavaleri stated that the COVID-19 guidelines in place should safely allow the meetings to take place at City Hall. However, he recognized that those members who are not comfortable participating at City Hall could continue to participate virtually.

Councilmember Bond seconded the motion.

Council engaged in discussion.

The motion failed 1-6-0 with Councilmember Cavaleri voting in favor.

Councilmember Vignal reported that she too participated in the virtual AWC Conference and highlighted the following workshop sessions that she found

July 7, 2020 REGULAR COUNCIL MEETING MINUTES

interesting and worth noting:

- *"Councilmembers and Mayors, You Can't live with them. You Can't live without them."*
 - *Discussed and defined roles of Councilmembers, Mayors and City Manager*
- *"Advocacy Academy"*
 - *Encouraging members to understand what the needs will be from legislators*
- *CARES Act*

Mayor Pro Tem Holtzclaw requested an update from City Manager Michael Ciaravino and City Supervising Engineer Matthew Feeley regarding the new Seattle Hill Road project's ADA ramps and the latest technology improvements.

Mayor Pro Tem Holtzclaw reported that he, Mayor Pruitt, City Manager Michael Ciaravino and Interim Chief of Staff Grace Lockett are working with Consultant Karen Reed to formulate a process for the City Manager's annual review. The group is looking to create a standard review process going forward. Mayor Pro Tem Holtzclaw suggested the idea of possible special meetings in August and asked Councilmembers to look at their schedules in preparation for discussion at an upcoming meeting.

Councilmember Todd also indicated interest in learning about the newer technology ADA ramps.

Councilmember Todd reported on the following:

- The AWC Report put together by Councilmembers Todd, Vignal and Steckler and encourages everyone to read it and to explore AWC's [website](#).
- CARES Act funding - On the July 14, 2020 agenda. This is federal funding in response to COVID-19 and Council needs to consider how best to use it to support both the City and the Community.
- Legislative Agenda - Agreed with Councilmember Vignal about prioritizing the City of Mill Creek's legislative agenda.
- HB 1406 and the need to determine what to do with the money

Councilmember Cavaleri thanked Councilmember Todd for the reminder about the need to determine the best use for the CARES Act stimulus money.

Councilmember Steckler concurred with Councilmember Vignal that the AWC *"Councilmembers and Mayors, You Can't live with them. You Can't live without them."* segment was very informative. He suggested that the City's marketing department highlight the City's form of government on the website to help clarify roles for the public. Councilmember Steckler also noted that he enjoyed the legislative session piece.

G. City Manager

July 7, 2020 REGULAR COUNCIL MEETING MINUTES

City Manager Michael Ciaravino reported that Phillips Publishing, who produces the City Connection Magazine, is closing its doors. Manager Ciaravino is working on a continuity plan but will be bringing this forth to Council to determine what type, if any, publication the City wants in the future.

City Manager Michael Ciaravino addressed the Council regarding the current COVID-19 status and the inability to be in phase 3 at this time. Manager Ciaravino requested that Council move to extend the emergency proclamation.

Council engaged in discussion.

Mayor Pro Tem Holtzclaw made a motion to extend the emergency proclamation to September 1, 2020. Councilmember Bond seconded the motion. The motion passed 6-1-0 with Councilmember Cavaleri in opposition.

H. Staff

- Finance Department Update, Jeff Balentine, Director of Finance

Finance Director Jeff Balentine provided an update on the latest projection models during the COVID-19 pandemic using the most recent actual data.

AUDIENCE COMMUNICATION

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

Barbara Heidel, a Mill Creek resident, expressed her appreciation for the continuing virtual meetings. She is not comfortable attending a Council meeting at City Hall at this time. She asked that virtual attendance continue.

Kim Mason-Hatt, a Mill Creek employee, discussed virtual meeting technology and access to meeting materials. Ms. Hatt also thanked Planning Manager Tom Rogers for his years of service.

Jon Ramer, a Mill Creek resident, thanked Finance Director Jeff Balentine for the updated financial numbers. Mr. Ramer commented on staffing at the City.

Daniel Carr requested Council please consider previous requirements on North Creek Drive when deliberating the needed easement for 7C's Swim School.

Councilmember Cavaleri made a motion to extend the meeting by nine (9) minutes. Councilmember Vignal seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:39 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

July 7, 2020 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, July 14, 2020

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

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

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

Virtual City Council Regular Meeting

Call-in Information:

United States (Toll Free): [1 877 309 2073](tel:18773092073): Access Code: 946-079-933

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Steckler.

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Vince Cavaleri, Councilmember

Councilmember Vignal made a motion to excuse Councilmember Cavaleri due to being on vacation. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

- A.** Barbara Heidel, Mill Creek resident commented on the use of mounting Plexiglas on the dais for protection and safety at City Council meetings during the COVID-19 pandemic. Ms. Heidel also inquired on whether the City of Mill Creek has considered having public meetings in a high school auditorium.

July 14, 2020 REGULAR COUNCIL MEETING MINUTES

PRESENTATIONS

OLD BUSINESS

B. 7C's Easement

(Tom Rogers, Planning Supervisor & Sherrie Ringstad, Associate Planner)

City Manager Ciaravino introduced the topic regarding the 7C's Easement. Grant Degginger, Interim City Attorney provided a summary of items to be discussed in order for Members of Council to approve the proposed Resolution.

Sherrie Ringstad, Associate Planner presented a brief power point presentation that incorporated Council's edits in order to authorize a perpetual vehicular sight line easement. The [power point](#) presentation addressed the following:

- Sight Distance Easement
- Minor Amendments
- Next Steps to include: Council to determine appropriate compensation; adoption of Resolution authorizing the City Manager to sign the easement; and applicant will record the easement and provide City with a copy prior to any site work.

Council engaged in discussion and Q & A.

[Agenda Summary re Resolution](#)

[Attachment A Resolution](#)

[Attachment B Easement](#)

[Attachment C Council Meeting Packet 07 Jul 2020](#)

[Easement](#)

[Resolution](#)

Mayor Pro Tem Holtzclaw made a motion to adopt Resolution No. 2020- 588 authorizing the City Manager to execute a Perpetual Vehicular Sight Line Easement on the City-owned property located at 13615 North Creek Drive Southeast (Remillard Property with the following conditions:

1. **The resolution incorporate minor edits as presented by Sherrie Ringstad during the meeting**
2. **City compensation is based on 661 sq.ft., which is appraised at \$5.50 per sq. ft.**
3. **The condition of the easement is based upon the absence of an appeal.**
4. **Approval of the binding site plan is subject to the sight line easement.**

Councilmember Todd seconded the motion. The motion passed unanimously.

C. Comcast Franchise Discussion

(Tom Rogers, Planning Supervisor)

July 14, 2020 REGULAR COUNCIL MEETING MINUTES

The City of Mill Creek's outside legal consultants, Elana Zana and Phil Fraga presented to Members of Council a [franchise agreement](#) with Comcast. Ms. Zana and Mr. Fraga briefed Members of Council on the terms of the agreement which include: a new 10-year, nonexclusive right to use the City's rights-of-ways to maintain its cable system; a 5% franchise fee revenue for the City; and the continuation of service from Comcast to provide the City an access channel for regional PEG programming. The franchise agreement outlines requirements related to bonding, insurance, and indemnification to ensure that appropriate protections are in place for any work that occurs under this franchise.

To view Phil Fraga's power point presentation [click here](#).

Council engaged in discussion and Q & A.

At the July 28th City Council meeting, an ordinance will be proposed to grant the 10 year, nonexclusive cable franchise to Comcast.

[Agenda Summary Mill Creek Comcast Franchise Agenda Bill \(2199826-2x7ACF2\)](#)
[Cohen Law Group Mill Creek Comcast Executive Summary \(2201076x7ACF2\)](#)
[FCC Section 621 Third Report and Order Summary - Cohen Law Group \(2201079x7ACF2\)](#)
[Mill Creek Comcast Franchise - Final \(2176901-2x7ACF2\)](#)

NEW BUSINESS

D. City Manager Annual Evaluation *(Mayor Pro Tem Holtzclaw)*

Mayor Pro Tem Holtzclaw presented to Members of Council an introduction to the process of the annual performance evaluation for the City Manager. Mayor Pro Tem introduced Ms. Karen Reed, consultant who will facilitate the evaluation process to further explain the process. [Click here](#) to see the draft proposal for the City Manager Evaluation.

Council engaged in discussion and Q & A.

STUDY SESSION

E. CARES ACT Presentation *(Jeffrey Balentine, Finance Director)*

Finance Director Jeff Balentine presented a [CARES ACT presentation](#) to Members of Council. The presentation covered the following:

- General Guidance - The CARES ACT provides reimbursements to necessary expenditures due to the public health emergency of COVID-19.
- Primary Budget Categories include: Medical Expenses, Public Health

July 14, 2020 REGULAR COUNCIL MEETING MINUTES

Expenses, Payroll Expenses, Expenses to facilitate Compliance with COVID-19 measures, economic support, and other COVID-19 Expenses.

- City Support Recommendations - Total cost to date: \$60K include: Personal Protective Equipment, Disinfectants, Information Technology, HVAC System, Plexiglass Protection, Passport Office Redesign, Police Department Flooring, Website to accommodate emergency notifications, Hand Sanitizer Floor Stands, Economic Development Strategy, City Wide Marketing Plan to stimulate the local economy.

Council engaged in discussion and Q & A.

At approximately 8:26 pm. Mayor Pro Tem Holtzclaw made a motion to extend the Regular City Council Meeting until 9:30 p.m. Councilmember Steckler seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- F. Approval of Checks #62134 through #62181 and ACH Wire Transfers in the Amount of \$488,543.72.

(Audit Committee: Mayor Pro Tem Holtzclaw and Mayor Pruitt)

[Check Vouchers](#)

- G. Payroll and Benefit ACH Payments in the Amount of \$206,064.90

(Audit Committee: Mayor Pro Tem Holtzclaw and Mayor Pruitt)

[Payroll Vouchers](#)

- H. City Council Meeting Minutes of [June 9, 2020](#) and [June 23, 2020](#).

Mayor Pro Tem Holtzclaw motioned to approve the Consent Agenda.

Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

- I. Mayor/Council

Mayor Pruitt reported on the latest statistics from the Health District regarding the COVID-19. The requirement to go into Phase 3 is to have 25 new cases per 100,000. The County is at 62 new cases per 100,000. Since the numbers are going up, it is likely that the County will stay in Phase 2 of the pandemic.

Councilmember Vignal reported that she was invited to participate in a Town Hall with State Representative John Lovick to bring forth issues that the City of Mill Creek is facing. Councilmember Vignal requested from Members of Council and/or the City Manager any issues that need to be presented during this meeting to please contact her.

Councilmember Todd commented on Councilmember Vignal's report and the need to have a Legislative Agenda in place. Councilmember Todd continued his report with the Puget Sound Regional Council (PSRC) July 2020 meeting of the Transportation Policy Board. Actions taken at the meeting included projects proposed for PSRC's 2023-2024 Federal Highway Administration and Federal Transit Administration Funds. [Click here](#) to view the agenda and meeting. Councilmember Todd reported that since the Regional Transportation Improvement Plan (TIP) for the years 2021 - 2024 is

July 14, 2020 REGULAR COUNCIL MEETING MINUTES

currently being created, the City should ensure that their projects are included in this plan. He also mentioned that the City should continue to search for any grant opportunities.

- J. City Manager Michael Ciaravino** reported on the Preschool Pals Program in response to inquiries from various stakeholders. He reported that his intention was to provide families with sufficient time to make alternative plans for their preschooler(s) and the reasons for his decision to discontinue the program.

City Manager Ciaravino reported the following:

- Social distancing is next to impossible for preschoolers to achieve without substantial adult intervention.
- The physical space was never designed to be used as a facility by our unlicensed Preschool Pals Program. The emergency egress out of the classrooms is of a particular safety concern.
- The absence of plumbing service to the rooms being used for the program is not optimal. There are no designated toilets in the classroom, and children are therefore directed to use the adult public restrooms outside of their classrooms. These public restrooms are equipped with adult toilets and are not ideal for small children.
- With regard to the long term status of the program, City Manager Ciaravino will be prepared to bring forth this matter to City Council as part of the biennial budget process.

- K. Finance Director Jeff Balentine** updated the Council and the public regarding:

1. The County Treasurer reported our property tax totals for June. Thus far, the City is up +3.5% Year To Date versus last year, which is slightly above what Mr. Balentine had projected.
- REET money was down last month and up +53.8% versus the same time last year.

AUDIENCE COMMUNICATION

- L. Kim Mason-Hatt** former City of Mill Creek employee commented on the layoffs during the COVID-19 pandemic and urged Council to consider the quality level of service that residents expect during the reduction of work force and made mention to the Interim status of current employees. Ms. Mason-Hatt also noted that the Preschool Pals Program is not a preschool program but a recreation program and that parents have never complained before regarding the risk factors.

Pam Olsen, not a resident of the City of Mill Creek responded on the following items that were discussed during the Council Meeting: helping local businesses during the pandemic, CARES ACT presentation; no City Council meeting during the month of August; and the Preschool Pals program.

RECESS TO EXECUTIVE SESSION

July 14, 2020 REGULAR COUNCIL MEETING MINUTES

(Confidential Session of the Council)

- M.** At approximately 9:05 p.m. the City Council recessed into Executive Session to discuss litigation and potential litigation pursuant to RCW 42.30.110 (1) (i) with outside legal counsel for 25 minutes.

At approximately 9:20 p.m. the Mayor extended the Regular Meeting without objection until 10:00 p.m.

At approximately 9:20 p.m. the Mayor extended Executive Session without objection until 9:45 p.m.

At approximately 9:45 p.m. the Mayor extended Executive Session without objection until 9:55 p.m.

REGULAR SESSION

- N.** Council returned to Regular Session at 9:55 p.m.

Councilmember Todd made a motion to approve the Settlement Agreement with Comcast as outlined to Council. Councilmember Steckler seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:59 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, September 3, 2019

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Councilmember Vignal introduced student Liam Hoang from the Cedarwood Elementary Robotics Team to Members of Council. Liam Hoang spoke on behalf of his Robotics Team to request to include an item on the next City Council agenda to discuss the use of the library for Robotics Team competitions. Mayor Pruitt asked City Manager Ciaravino to set up a time to meet with the team.

Jon Ramer, City of Mill Creek Parade Coordinator and Mill Creek resident requested a meeting to coordinate dates with the City to host a BBQ for the USS Ralph Johnson crew. Mr. Ramer encouraged Council to attend the Everett Naval Station Change of Command Ceremony that will take place in November. Mayor Pruitt asked City Manager Ciaravino to please coordinate with Mr. Ramer. Councilmember Cavaleri inquired about the status of the plan to host USS Ralph Johnson crew members for Thanksgiving. Mr. Ramer confirmed that they are in the process of compiling a list of crew members to match up with Community members who wish to participate.

NEW BUSINESS

September 3, 2019 REGULAR COUNCIL MEETING MINUTES

- B.** Appointments to the Design Review Board
(Council Interview Committee: Mayor Pro Tem Holtzclaw, Councilmember Todd, and Councilmember Steckler)

City Staff conducted an extensive recruitment outreach process for two positions for the Design Review Board that expires August 31, 2019. Two applications were received. The following were applicants interviewed by the Council Interview Committee and Design Review Board Chair, Dave Gunter:

- Dave Hambelton, incumbent
- Tina Hastings, incumbent

Councilmember Todd thanked the Board for their work and provided feedback.

[Appointments to the Design Review Board](#)

Mayor Pro Tem Holtzclaw made a motion to reappoint Dave Hambelton and Tina Hastings to serve as volunteers on the Design Review Board for three-year terms expiring August 31, 2022. Councilmember Todd seconded the motion. The motion passed unanimously.

- C.** Successor Interlocal Agreement with Everett Public Schools for the Purpose of Sharing Costs Associated with the MCPD School Resource Officer Program
(Greg Elwin, Chief of Police)

City Manager Michael Ciaravino introduced the study session agenda item.

Police Chief Greg Elwin gave a brief overview of the School Resource Officer (SRO) Program and the Interlocal Agreement (ILA) with the Everett School District detailing:

- History - Mill Creek's SRO Program began in 1996
- Expansion - Increasing enrollment driving the need for a second SRO
- Cost-sharing - The School District will fund 85% of the program and the City to pay 15%
- Timeline - Existing SRO will start at Henry Jackson High School on 9/4/19 and if approved the second SRO will start at Heatherwood Middle School on 10/1/19
- Next steps - A finalized Interlocal Agreement (ILA) will be brought to the 9/10/19 Council meeting.

Council engaged in discussion.

[School Resource Officer Interlocal Agreement with Everett Public Schools](#)

- D.** Mill Creek Police Department Strategic Plan
(Greg Elwin, Chief of Police)

City Manager Michael Ciaravino introduced the study session agenda item.

Police Chief Greg Elwin led Council through a [PowerPoint](#) presentation detailing:

- Strategic Plan – What it is and why it is needed including, setting priorities,

- focusing resources, and strengthening operations
- Background - Past strategic planning efforts and outcomes
- Overview of the Process - Defining Steering Committee and Stakeholder Groups
- Project Goals and Outcomes - Including time frame, revision periods, and reflection and review

Council engaged in discussion.

[Mill Creek Police Department Strategic Plan](#)

- E. Local Government Investment Pool - Authorized Signers
(Tara Dunford, Interim Director of Finance & Administration)

City Manager Michael Ciaravino introduced the agenda item and the City's new Interim Director of Finance and Administration Tara Dunford.

Interim Director of Finance and Administration Tara Dunford explained that the City utilizes the Local Government Investment Pool (LGIP) to invest surplus cash. As required by the Office of the State Treasurer, all investors in the LGIP must authorize, by resolution, individual positions authorized to make contributions or to withdraw from the pool. The City does not have a current resolution on file and needs to provide one in order to continue participating in the LGIP. Ms. Dunford further explained:

- This is a housekeeping item, there are no changes in procedure
- The resolution gives the City Manager authorization to add or remove signers

[Local Government Investment Pool - Authorized Signers](#)

Councilmember Cavaleri made a motion to approve Resolution 2019-581, approving investment of City of Mill Creek monies in the Local Government Investment Pool. Councilmember Steckler seconded the motion. The motion passed unanimously.

- F. House Bill 1406 - An act relating to encouraging investments in affordable and supportive housing
(Michael Ciaravino, City Manager)

City Manager Michael Ciaravino explained that HB 1406 provides:

- Sales Tax Revenue Sharing Program - Cities and Counties can access a portion of sales tax revenue to make local investments in affordable housing
- Program Elements - 20 year plan equating to approximately \$500 million in State sales tax revenue dollars by which Mill Creek would receive approximately \$24,000 per year
- Sales Tax - No increase in sales tax to consumers
- Timeline Requirements - Resolution of Intent by 1/30/20 and Sales Tax Ordinance adoption by 7/27/20

[House Bill 1406](#)

September 3, 2019 REGULAR COUNCIL MEETING MINUTES

Council engaged in discussion and asked the City Manager to contact the County to provide additional details at the next Council meeting including potential regional partnerships.

G. Vision 2050 Statement
(Tom Rogers, Planning Manager)

City Manager Michael Ciaravino introduced the agenda item.

Planning Manager Tom Rogers gave Council an overview of Puget Sound Regional Council's (PSRC) draft Vision 2050 plan including:

- Long Range Forecast – is for continued population and job growth
- Key Policy Themes - include housing, transit, environment and economy
- Growth Alternatives - such as status quo, transit focused growth, and distributed urban growth
- Draft Preferred Alternative - Transit Focused Growth received the most support from stakeholders
- Impacts - of transit focused growth to Mill Creek and Snohomish County
- Issues of concern for Mill Creek - including growth projections, land use plans, and emergency services
- Recommendations - for content of the letter to PSRC due September 16, 2019

[Vision 2050 Statement](#)

Council engaged in discussion and provided additional comments and concerns to include in the statement. Planning Manager Rogers will include a letter for review in the next Council packet.

REPORTS

H. Mayor/Council

Councilmember Todd reported that the County recently held open houses regarding light rail communities and a report of their findings will be available soon. He would like the County to come before Council to provide a presentation about what they learned, especially as it relates to the planned light rail station at 164th and 128th.

Councilmember Todd reported that the new superintendent of schools is in town for an open house listening session and would like the superintendent or school district to come before Council to provide a presentation about what they heard at the open houses.

I. City Manager

- [Council Planning Schedule](#)

J. Staff

- LEOFF Board Meeting Minutes of April 16, 2019
- Design Review Board Meeting Minutes of June 20, 2019
- Planning Commission Meeting Minutes of June 20, 2019

September 3, 2019 REGULAR COUNCIL MEETING MINUTES

[LEOFF Board Meeting Minutes of April 16, 2019](#)
[Design Review Board Meeting Minutes of June 20, 2019](#)
[Planning Commission Meeting Minutes of June 20, 2019](#)

AUDIENCE COMMUNICATION

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

There were no comments from the audience.

At 8:20 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the meeting up to 9:30 p.m. Councilmember Steckler seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

L. At 8:20 p.m. Council recessed to executive session for approximately one hour. To discuss the following:

- The minimum price of real estate offered for lease pursuant to RCW 42.30.110(1)(c)
- Real estate matters pursuant to RCW 42.30.110(1)(b)
- Items related to litigation pursuant to RCW 42.30.110(1)(l)
- Review the performance of a public employee pursuant to RCW 42.30.110(1)(g)

City Attorney Scott Missall was present.

At approximately 9:20 p.m., Mayor Pruitt extended executive session for an additional half hour without objection. The executive session concluded at 9:43 p.m. No action was taken.

At approximately 9:30 p.m. Mayor Pro Tem Holtzclaw made a motion to extend the Regular meeting to 9:45 p.m. Councilmember Vignal seconded the motion. The motion passed unanimously.

RECONVENE TO REGULAR SESSION

M. At 9:44 p.m. the meeting reconvened to regular session.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:45 p.m.

Pam Pruitt, Mayor

September 3, 2019 REGULAR COUNCIL MEETING MINUTES

Naomi Fay, Interim City Clerk

September 3, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, September 10, 2019

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

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

A recording of this City Council meeting can be found [here](#). Due to technical difficulties, the recording does not begin until Agenda Item B.

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Jon Ramer, Mill Creek resident and City Parade Coordinator, requested to move the Memorial Day Parade to Armed Forces Day at an upcoming City Council meeting.

Wil Nelson, a Mill Creek resident, would like to know if Waste Management still offers a senior discount and also commented on the House Bill 1406 agenda item.

PRESENTATIONS

B. Waste Management
(Marcella Manibusan, Public Sector Manager)

Public Sector Manager Marcella Manibusan gave a high level overview of recycling services provided by Waste Management and the challenges they are facing. Ms. Manibusan led Council through a [PowerPoint presentation](#) highlighting:

September 10, 2019 REGULAR COUNCIL MEETING MINUTES

- The impacts of China's policy changes - lower tolerance for contamination in recycle materials
- Improving recycling quality - steps to reduce contamination during the recycling process and increased customer education efforts to ensure compliance
- Education and outreach efforts - Online tools, Oops tags on bins, participating in local events
- Waste Management requests - Extraordinary recycling rate increase, contamination charge, and recycling list changes

Ms. Manibusan explained:

- The reason for the extraordinary recycling rate increase, estimated to be a \$0.84 per month increase for residents
- The proposed contamination charge
- Allowable recycling list changes

Council engaged in discussion and does not support a rate increase within the current contract, but does support further education efforts. Council asked the City Manager to bring this item back at a later date as a study session item.

OLD BUSINESS

C. House Bill 1406
(Tom Rogers, Planning Manager)

City Manager Michael Ciaravino stated that staff has been researching Council's questions from the September 3, 2019 meeting.

Planning Manager Tom Rogers recapped items discussed at the last meeting and proceeded to answer Council's questions raised at the September 3, 2019 meeting regarding:

- Coordinating efforts with the County
- Providing funds to support the mission of Affordable Housing Alliance (AHA) or the Housing Affordability Regional Task Force (HART)
- How other Cities are using their allocations

[House Bill 1406](#) - provides:

- Sales Tax Revenue Sharing Program - Cities and Counties can access a portion of sales tax revenue to make local investments in affordable housing
- Program Elements - 20 year plan equating to approximately \$500 million in State sales tax revenue dollars from which Mill Creek would receive up to \$25,000 per year
- Sales Tax - No increase in sales tax to consumers
- Timeline Requirements - Resolution of Intent by 1/30/20 and Sales Tax Ordinance adoption by 7/27/20

Council engaged in discussion and asked the City Manager to come back to Council with a Resolution of intent.

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- D. Interlocal Cooperative Agreement with Everett Public Schools for the Purpose of Sharing Costs Associated with the Mill Creek Police Department School Resource Officer Program
(Greg Elwin, Chief of Police)

Mill Creek Police Chief Greg Elwin recapped the highlights of the Inter Local Agreement (ILA) with Everett Public Schools which included:

- The creation of a second School Resource Officer (SRO) position to support Heatherwood Middle School
- The School District funds 85% of salary and benefits of the SROs
- The agreement includes a 3% escalator each year for three years.

Chief Elwin noted the following regarding the recruitment of a replacement officer:

- Preference is for a lateral police officer instead of an entry level police officer due to the time commitment needed for training an entry level officer.
- Recruitment timing is not ideal and the market is competitive.

City Manager Michael Ciaravino advised Council that a future study session will be held to discuss all the impacts associated with the SRO program such as:

- The financial impact the new SRO position may have on staffing
- The financial impact the new SRO position may have on overtime expenses
- The impact the new SRO position may have from a human resources perspective
- The impact the new SRO position may have on the Collective Bargaining Agreement

[ILA with Everett Public Schools for the SRO Program](#)

Council engaged in discussion.

Councilmember Steckler made a motion to authorize the City Manager to execute the Inter Local Cooperative Agreement between the City of Mill Creek and Everett Public Schools concerning the School Resource Officer Program. Councilmember Bond seconded the motion. The motion passed unanimously.

NEW BUSINESS

- E. Acceptance of Grant Funding for the 2019 Historic Preservation Program Expenditures
(Gordon Brink, Interim Director of Communications & Marketing)

Interim Director of Communications & Marketing Gordon Brink briefed Council on the grant funds awarded to the City for the 2019 Historic Preservation Program. The \$7,806 award will cover the cost of materials for phase two of Preserving Mill Creek's History Project. Phase two includes production and installation of the five panels.

[Acceptance of Grant Funding for the 2019 Historic Preservation Program Expenditures](#)

Councilmember Cavaleri made a motion to approve Resolution 2019-582.

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Councilmember Bond seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- F. Approval of Checks #60648 through #60880 and ACH Wire Transfers in the Amount of \$880,745.88
(Audit Committee: Councilmember Todd and Councilmember Steckler)
[Check Vouchers](#)
- G. July 25, 2019 Payroll and Benefit ACH Payments in the Amount of \$222,411.29
(Audit Committee: Councilmember Todd and Councilmember Steckler)
[Payroll Vouchers 7-25-19](#)
- H. August 9, 2019 Payroll and Benefit ACH Payments in the Amount of \$334,336.45
(Audit Committee: Councilmember Todd and Councilmember Steckler)
[Payroll Vouchers 8-9-19](#)
- I. August 23, 2019 Payroll and Benefit ACH Payments in the Amount of \$217,930.80
(Audit Committee: Councilmember Todd and Councilmember Steckler)
[Payroll Vouchers 8-23-19](#)
- J. City Council Meeting Minutes of March 26, 2019
[Regular Council Meeting - 26 Mar 2019 - Minutes - Html](#)
- K. City Council Meeting Minutes of April 2, 2019
[Regular Council Meeting - 02 Apr 2019 - Minutes - Html](#)

Councilmember Steckler reported he didn't have the opportunity to review vouchers as he did not receive notification. He will review them during the executive session and will vote after executive session.

Without objection, Council moved to approve the consent agenda after the executive session upon reconvening to regular session.

At 9:15 pm Councilmember Todd made a motion to approve the items on the Consent Agenda. Councilmember Steckler seconded the motion. The motion passed unanimously.

REPORTS

- L. Mayor/Council

Councilmember Cavaleri acknowledged the anniversary of the September 11th terrorist attacks in 2001. Councilmember Cavaleri further noted that 15 members of the FDNY 2019 graduating class are the children of firefighters lost on 9/11/2001 and he praised them for their public service.

Mayor Pro Tem Holtzclaw reported that he will be attending the Housing Affordability Regional Task Force (HART) meeting on Thursday. He further reported on the actions that HART has taken to come up with a list of recommendations to address affordable housing in the region. Mayor Pro Tem Holzclaw asked for Council's thoughts on two specific recommendations from the options for funding work group:

- Dedicate 10% of new construction property tax revenue

September 10, 2019 REGULAR COUNCIL MEETING MINUTES

- Countywide affordable housing levy.

Council engaged in discussion.

Councilmember Todd commented on the Economic Alliance Snohomish County (EASC) Public Officials Reception. Councilmember Todd encouraged attendance at the WA State Department of Commerce's Short Course Planning Workshop.

M. City Manager

- [Council Planning Schedule](#)

City Manager Michael Ciaravino shared that City of Mill Creek employees are meeting at the base of the flagpole at 8:30 on 9/11/19 for a moment of silence. City Manager Ciaravino further stated that he hopes this will be an annual event.

N. Staff

- [Vision 2050 City Statement](#)

Council discussed the draft letter to the Puget Sound Regional Council (PSRC) on Vision 2050. Mayor Pro Tem Holtzclaw suggested stressing that business as usual will not be enough to accommodate the growth anticipated in the region. He further stated that significant changes at all levels of government will be needed for Vision 2050 to be successful.

Council engaged in discussion.

AUDIENCE COMMUNICATION

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

Carmen Fisher, a Mill Creek resident, commented that she was uncomfortable with how the consent agenda was handled tonight and reminded members about meeting requirements. Ms. Fisher said she appreciates Councilmember Cavaleri's acknowledgment of the anniversary of 9/11 and thanked Mayor Pro Tem Holtzclaw for his Vision 2050 comments.

Wil Nelson, a Mill Creek resident, spoke about workforce housing popularity. Mr. Nelson further reported that the Kent-Covington RFA failed again.

At 8:29 pm Councilmember Todd made a motion to extend the regular meeting to 9:15 pm. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- P.** At 8:32 p.m. Council recessed to executive session for 45 minutes to consider security risk assessment matters regarding computer and telecommunications networks in accordance with RCW 42.30.110(1)(a)(ii).

September 10, 2019 REGULAR COUNCIL MEETING MINUTES

The executive session concluded at 9:13 p.m.

RECONVENE TO REGULAR SESSION

Q. At 9:14 p.m. the meeting reconvened to regular session.

At 9:14 pm Councilmember Todd made a motion to approve the items F & G on the Consent Agenda. Councilmember Steckler seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:15 pm

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

September 10, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, September 24, 2019

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Benjamin Briles, a Mill Creek resident and member of the Art & Beautiful Board, commented on the number of Great Garden Award nominees and thanked participants for sharing their gardens with the community.

Carmen Fisher, a Mill Creek resident, spoke about the rules for executive session and encouraged the Council to eliminate "up to" language when estimating the length of time needed for executive session.

PRESENTATIONS

B. Heron Park Restoration Check Presentation
(Terry Ryan, County Council Chair)

Snohomish County Council Chair Terry Ryan presented the City with a check for \$150,000 to be used for the Heron Park Restoration Project. Mr. Ryan stated that he

September 24, 2019 REGULAR COUNCIL MEETING MINUTES

is looking forward to additional partnerships between the County and Mill Creek in the future.

C. Children's Cancer Awareness Month Proclamation

Mayor Pruitt issued a [proclamation](#) recognizing September 2019 to be Childhood Cancer Awareness Month.

**D. Great Garden Awards
(Councilmember Steckler)**

Councilmember Steckler gave a [presentation](#) describing the Great Garden Awards. The following were items he discussed:

- Nomination and voting process
- What a winning garden exemplifies

Councilmember Steckler recognized the twelve award winners. All winners will receive a permanent plaque to display at their home.

Councilmember Steckler thanked members of the Board and City staff for their service.

**E. Citizen Patrol Oath of Honor
(Greg Elwin, Chief of Police)**

Police Chief Greg Elwin gave an overview of the Citizen Patrol Program and introduced new members Joel and Ilene Goverman and thanked them for their service to the City. Chief Elwin administered the Citizen Patrol Oath of Honor.

**F. Community Transit - Swift Orange Line
(Christopher Silveira, Community Transit Bus Rapid Transit Program Manager)**

Community Transit Bus Rapid Transit Program Manager Christopher Silveira gave a brief overview of the Swift Bus Rapid Transit (BRT) networks and characteristics. Mr. Silveira led Council through a [PowerPoint](#) presentation highlighting:

- Swift BRT experience to date - Blue line (2009) and Green line (2019) have seen continued increase in ridership and are the two most popular routes
- Local and regional significance - Mill Creek residents will have convenient access to two Swift BRT lines providing regional connections throughout greater Snohomish County, including direct access to light rail (2024)
- Orange Line route and stations - Route involves 11 miles and 13 station pairs, it provides an east-west connection in southern Snohomish County and connects to Blue and Green Swift BRT, Light rail and Stride I-405 BRT
- Timeline - Feasibility study (2017-2018), Project development (2019-2020), Construction (2021-2023), Opening (2024) ahead of the Link Light Rail Station
- Local and Regional Coordination - meetings with key stakeholders to coordinate major details
- Public involvement - Attending community outreach events, hosting open houses, and attending council meetings.

Mr. Silveira and Community Transit Manager of Strategic Planning and Goals June DeVoll answered questions from Council.

STUDY SESSION

G. Local Planning Washington State (Short Course)
(Tom Rogers, Planning Manager)

Planning Manager Tom Rogers led Council through a [PowerPoint](#) presentation highlighting staff takeaways from the September 17, 2019 local planning short course presented by Washington Department of Commerce. Mr. Rogers described how the following takeaways can be used to move the City forward considering the upcoming tasks of Vision 2050, 2023 Comprehensive Plan Update, and the Mill Creek Subarea Plan:

- The importance of planning - Shared vision, meet community needs, prioritize local spending
- Plan to accommodate the future population - Estimated nine million people in WA state by 2040
- Successful planning - Regulations, incentives, process, and leadership involvement are key elements
- Roles and responsibilities - Legislative, quasi-judicial, administrative, and public

Council engaged in discussion and shared their takeaways from the training.

At 8:29 pm Councilmember Todd made a motion to extend the regular meeting to 8:45 p.m. Councilmember Vignal seconded the motion. The motion passed unanimously

H. Update on Mill Creek Boulevard Land Use and Infrastructure Plan and Public Participation Activities
(Tom Rogers, Planning Manager)

Planning Manager Tom Rogers introduced Vice President Mandi Roberts and Paul McGinley of Otak and led Council through a [PowerPoint](#) presentation describing the project overview and important considerations such as:

- Project purpose - Establishing a long-term vision for land use and transportation; identifying short-term needs; and improvements needed for infrastructure and public spaces
- Study area context - Definition of the Mill Creek Boulevard Subarea boundaries
- Project timeline - Detail of the four phases of the project and associated timeline
- Upcoming focus group workshop dates - Update of focus group activity and announcement of a General Public Workshop on 10/2/19 6:30-8:00 pm, attendance encouraged

Otak Vice President Mandi Roberts reviewed ideas and opportunities for the Mill

September 24, 2019 REGULAR COUNCIL MEETING MINUTES

Creek Boulevard Subarea including:

- Infrastructure Improvements - Access to transit, lighting, and stormwater facilities
- Public space and civic improvements - Such as North Creek trail, events/festival space, and common areas like parks

Ms. Roberts provided examples of other local and regional redevelopments.

Council engaged in discussion and participated in [an exercise](#) providing feedback from a set of questions posed by Ms. Roberts.

[Update on Mill Creek Boulevard Land Use & Infrastructure Plan & Public Participation Activities](#)

CONSENT AGENDA

- I. Approval of Checks #60881 through #60943 and ACH Wire Transfers in the Amount of \$1,132,761.49
(*Audit Committee: Councilmember Todd and Councilmember Steckler*)
[Check Vouchers](#)
- J. Payroll and Benefit ACH Payments in the Amount of \$302,068.71
(*Audit Committee: Councilmember Todd and Councilmember Steckler*)
[Payroll Vouchers](#)
- K. City Council Meeting Minutes of April 9, 2019
[Regular Council Meeting - 09 Apr 2019 - Minutes - Html](#)

- L. City Council Meeting Minutes of April 23, 2019
[Regular Council Meeting - 23 Apr 2019 - Minutes - Html](#)

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

REPORTS

M. Mayor/Council

Mayor Pruitt reminded Council of the Elected Officials Reception on October 10th at the Tulalip Casino hosted by Economic Alliance Snohomish County (EASC).

Councilmember Steckler announced that the City of Mill Creek has partnered with People's Bank and the Kiwanis Club to put on a document shredding event on October 26, 2019 at City Hall North. This event is free to the citizens of Mill Creek.

Councilmember Steckler reported receiving questions from citizens about the closing of UW Bookstore. He would like community input about what they would like to see in the space to pass along to developers.

Councilmember Vignal attended a coffee talk with Representatives Jared Mead and

September 24, 2019 REGULAR COUNCIL MEETING MINUTES

John Lovick and reports that the number one issue they are hearing from Mill Creek residents is regarding school safety followed by traffic concerns and population growth.

Mayor Pro Tem Holtzclaw corrected a misprint in the Mill Creek View. The publication incorrectly stated that the City's anniversary of incorporation as 8/30/1983. The voters approved incorporation of Mill Creek on 9/20/1983 and the vote became effective 10 days later on 9/30/1983.

Mayor Pro Tem Holtzclaw attended the Snohomish County Cities dinner last week. He noted that the Greater Seattle Partnership gave a great presentation.

Mayor Pro Tem Holtzclaw attended the Housing Affordability Task Force (HART) meeting last week. He noted that the meeting's primary focus was on reports and recommendations from the work groups such as funding, changes to regulations, and community outreach.

Mayor Pro Tem Holtzclaw reported that the citywide housing levy mentioned in past is still on the table for future consideration. It is not actively being put forth to the voters at this time. He further stated that the Urban Growth Area (UGA) expansion continues to be an issue of debate. Mayor Pro Tem Holtzclaw would like to ask the County Council for a consensus report on HB 1923 to be used at a future study session. Further, Mayor Pro Tem Holtzclaw would like staff to report about what options from HB 1923 might be feasible for Mill Creek.

Mayor Pro Tem Holtzclaw commented on Ms. Carmen Fisher's opinion about using "up to" language when recessing into executive session. From Mayor Pro Tem Holtzclaw's perspective the Council has been doing things correctly. He stated that he respects Ms. Fisher's opinion and would like an opinion from the City Attorney as well.

Councilmember Todd also commented on executive session "up to" language and action taken after executive session. He agreed with Mayor Pro Tem Holtzclaw's comments and would also like clarification from the City Attorney.

Councilmember Todd spoke about Greater Seattle Partners and stressed that are working to bring businesses into the greater Seattle area, such as Pierce and Snohomish Counties and outside of downtown Seattle. He also noted that the Greater Seattle Partners are working hand in hand with Economic Alliance Snohomish County.

Councilmember Todd reported that he attended a presentation given by Brett Smith, CEO of Propeller Airports. He noted that since opening to commercial airlines, 600,000 passengers have been through the Paine Field Airport.

Councilmember Todd announced that the Snohomish County Tomorrow (SCT) annual meeting is tomorrow night at 5:45 p.m. The topic of discussion is the Housing Affordability Task Force (HART) presentation on their recent data gathering and analysis efforts.

September 24, 2019 REGULAR COUNCIL MEETING MINUTES

N. City Manager

- [Council Planning Schedule](#)

O. Staff

- [Park & Recreation Board Meeting Minutes of July 2, 2019](#)
- [2nd Quarter Budget Report](#)

AUDIENCE COMMUNICATION

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

Wil Nelson, a Mill Creek resident, spoke about the planning process and future land use options.

Carmen Fisher, a Mill Creek resident, clarified her earlier comments to say she is mainly concerned about the times when action "will be" or action "may or may not be" taken after executive session. If the council uses "up to" language when recessing into executive session and public doesn't have an exact time to count on, they may lose the opportunity to be present.

At 8:45 p.m. Councilmember Cavaleri made a motion to extend the regular meeting to 8:50 p.m. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:47 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, October 1, 2019

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and asked Boy Scouts of America Troop 120 to lead the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Jon Ramer, a Mill Creek resident, posed a question regarding the City of Mill Creek's management structure.

PRESENTATIONS

A. 2nd Quarter Budget Report
(Tara Dunford, Interim Director of Finance & Administration)

City Manager Michael Ciaravino introduced Interim Director of Finance and Administration Tara Dunford who gave a presentation on the 2nd Quarter Budget Report.

Ms. Dunford explained that this report is focused on variances from budget to actual in both revenues and expenditures. The report is through June 2019, which equates to 25% of the biennium budget. Ms. Dunford reported:

- General Fund revenues are at 25.9% of budget, some highlights include:

October 1, 2019 REGULAR COUNCIL MEETING MINUTES

- Higher than expected sales tax revenue
- Passport revenue is well above the biennial budget revenue estimate
- License and permit revenue is lower than projected, but expected to increase during the warmer summer construction months
- Revenue from fines is slightly lower than projected
- General Fund expenditures are at 24.8% of budget
 - Legislative and City Manager expenditures are higher than projected due to unforeseen expenses that were not included in the 2019-2020 budget projections
 - Non-departmental expenditures include annual payments for property and liability insurance, voter registration and memberships
- Special Revenue funds include City Street Funds and City Hall North
 - Street revenue is higher than projected due to a \$300 thousand grant from the Transportation Improvement Board which was not included in the original budget. This new revenue source and the related expenditures will be included in the mid-biennium adjustment
 - City Hall North expenditure budget includes \$440 thousand for the roof and \$80 thousand for HVAC, none of which had been spent as of June 30, 2019
- Capital Projects Funds highlights include:
 - Real Estate Excise Tax revenue received to date is significantly higher than projected. It is too early to tell if that positive trend will continue for the remainder of the biennium
 - Capital Improvement revenues and expenditures to date are low relative to overall budget due to timing and progress of capital projects

Ms. Dunford also reported on Enterprise Funds such as Surface Water funds and Internal Service Funds such as equipment replacement, as well as cash and investment balances.

Council engaged in discussion and praised Ms. Dunford for the work she and her department have done to put this data together and present it to Council and the public.

[2nd Quarter Budget Report](#)

NEW BUSINESS

- B.** Small Capital Projects Partnership (SCPP) Grant Agreement Between Snohomish County and the City of Mill Creek for Heron Park
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa updated Council on a Small Capital Projects Partnership (SCPP) agreement with Snohomish County, to receive up to \$5,000 for the purpose of helping the City of Mill Creek fund the Heron Park Play Area Upgrades. This grant award will be used for the design phase of the project which is currently underway.

Council engaged in discussion.

October 1, 2019 REGULAR COUNCIL MEETING MINUTES

[SCPP Grant Agreement Between Snohomish County and the City of Mill Creek for Heron Park](#)

Councilmember Cavaleri made a motion to authorize the City Manager to execute a Small Capital Projects Partnership agreement with Snohomish County to receive up to \$5,000 for the purpose of helping the City of Mill Creek fund the Heron Park play area upgrades. Councilmember Steckler seconded the motion. The motion passed unanimously.

REPORTS

C. Mayor/Council

Mayor Pruitt reminded Council that the Economic Alliance Elected Officials reception is on October 10, 2019 at the Tulalip Casino and encouraged attendance.

Mayor Pruitt received an invitation from Providence Hospital to attend their ongoing programming event. The topic for the next class is mental health. Mayor Pruitt said she has been to several of these programs and finds them to be worthwhile. Providence is also offering free flu shots.

Councilmember Steckler was pleased to see that the new School Resource Officer (SRO) position for Heatherwood Middle School has been filled.

Councilmember Steckler reported that he sent a link to the City Manager regarding a proposed good faith employment agreement between retired and reserve service members. Councilmember Steckler would like to see the City set an example and encourage local businesses to hire retired and reserve service men and women.

Councilmember Cavaleri praised Interim Director of Finance and Administration Tara Dunford for her succinct and professional budget presentation. Councilmember Cavaleri also thanked City staff who write grant requests and secure funding for the City.

Councilmember Vignal reported that she attended some of the focus group meetings for the Mill Creek Subarea study. Councilmember Vignal further reported that group members are doing a great job and asking good questions.

Mayor Pro Tem Holtzclaw reported that had the opportunity to speak to AP Government classes at the high school which he really enjoyed.

Mayor Pro Tem Holtzclaw will be attending the Housing Affordability Regional Task Force (HART) meeting on Thursday, October 3rd and will report back at next week's Council meeting.

Councilmember Todd reported that he attended that Snohomish County Tomorrow (SCT) annual assembly. The topic of discussion was a summary of the work that the Housing Affordability Regional Task Force (HART) has been doing.

October 1, 2019 REGULAR COUNCIL MEETING MINUTES

Councilmember Todd reminded Council that there is a short legislative session this year and suggested that Council update the legislative priorities agenda. Councilmember Todd recommended attendance at the AWC Regional Meeting - Cities on Tap - which will be held at the Lynnwood Embassy Suites from 5:30-7:00 on October 17th. Councilmember Todd further encouraged attendance at the Snohomish County Cities (SCC) meeting on November 21, 2019 to learn about other Cities' priorities.

Councilmember Todd reported seeing a lot in the news about initiative I-976 and the impacts to transportation programs throughout the region. He suggested that the Council consider having a study session on I-976 and asked Council if they would like to take a position as a group.

D. City Manager

- [Council Planning Schedule](#)

City Manager Michael Ciaravino provided a reminder that tomorrow is Coffee with a Cop event.

Police Chief Greg Elwin provided details on the three locations and times for Coffee with a Cop event.

Police Chief Greg Elwin reported that members of the Mill Creek Police Department participated in the Chamber of Commerce annual golf tournament last Friday.

AUDIENCE COMMUNICATION

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

Carmen Fisher, a Mill Creek resident, requested that Council consider, during their legislative priorities discussions, advocating to allow for delivery services of marijuana.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 6:31 pm

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

October 1, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, October 8, 2019

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

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Brian Holtzclaw, Mayor Pro Tem

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

John Steckler, Councilmember

Stephanie Vignal, Councilmember

Councilmembers Absent:

Pam Pruitt, Mayor

Mark Bond, Councilmember

Councilmember Cavaleri made a motion to excuse Mayor Pruitt due to vacation. Councilmember Steckler seconded the motion. The motion passed unanimously.

Councilmember Todd made a motion to excuse Councilmember Bond due to illness. Councilmember Steckler seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

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

Lisa Steckler, a Mill Creek resident, thanked staff for posting the Council agenda on the City's Facebook page. Ms. Steckler spoke about the success of the partnership between the City, the Kiwanis Club and the Farmers Market regarding the Power of Produce Program (POP) for kids, which was great for the community, and hopes to do it again next year.

PRESENTATIONS

Agenda item C, Historic Preservation Program Grant Funding Check Presentation, was presented out of order.

C. Historic Preservation Program Grant Funding Check Presentation

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

(Terry Ryan, Snohomish County Council Chair)

Snohomish County Council Chair Terry Ryan presented the City with a check for \$7,806.00 from the County's Historic Preservation Fund to be used towards design costs on the Art & Beautification Board's Historic Preservation Panels. Mr. Ryan also expressed his appreciation for all that the Councilmembers and staff do for the City of Mill Creek.

B. Audit Entrance Conference
(Sarrah Superville, Assistant State Auditor)

Courtney Amonson of the Washington State Auditor's Office (SAO) gave an introduction on behalf of Kristina Baylor who was unable to attend tonight's meeting. Ms. Amonson introduced Sarrah Superville, Auditor in Charge and Kirk Gadbois, Audit Supervisor. Ms. Amonson explained the scope of the upcoming audit stating that this will be a risk based audit looking at the fiscal years of 2017-2018. After two weeks of in-house planning and preparation, it has been determined that it will be an accountability and financial statement audit.

Assistant State Auditor Sarrah Superville and Audit Supervisor Kirk Gadbois provided Council with an overview of the audit process and accountability areas:

- Planned audit scope -
 - Includes an overall system review over disbursements
 - Voids process - test internal controls
 - IT security policies and procedures with respect to user access
 - Payroll - Monitoring leave balances, severance pay, and gross wages
 - Oversight and compliance with interim positions relating to agreements
 - Self-insurance - As it relates to unemployment (State requirement every 2 years)
 - Procurement - Purchases made using the emergency declaration process
- Financial statements audit scope 2017-2018:
 - Review of annual report submission
 - Bank reconciliations
 - BARS coding
- Details of the engagement letter:
 - Details the responsibilities of the SAO's office

States the expectations of the City's compliance with auditors' requests with respect to producing documentation and cooperating with the process

- Levels of reporting:
 - Findings - The most noteworthy level of reporting containing:
 - Significant findings
 - Material deficiencies of internal controls
 - Improper financial statement disclosures
 - Management Letter - A separate letter, not included in the audit report, of less significant deficiencies that do not rise to the level of a "Finding". The letter is presented at the Exit Conference
 - Exit Items - Minor housekeeping items noted by Auditors given to management at exit conference

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

Audit Supervisor Kirk Gadbois provided Council with an overview of the administrative process of the audit, such as:

- Audit costs - provided on the handout
- Communication - City is welcome to reach out to any of the onsite auditors or contact any of the SAO officials listed on the handout
- Dispute process - SAO has a process in place, information is on the handout
- Emerging issues - Issues ranging from Cyber security to payroll fraud. The SAO's Office website has links to resources and educational materials.

Council asked questions and engaged in discussion. A survey will be distributed and an Exit Conference will be scheduled at the end of the audit process.

STUDY SESSION

- D.** Cable Franchise Transfer of Frontier Communications Corporation to Northwest Fiber
(*Scott Snyder, Ogden Murphy Wallace P.L.L.C.*)

City Manager Michael Ciaravino introduced attorney Scott Snyder of Ogden Murphy Wallace.

Mr. Snyder explained that the City of Mill Creek has received an application to transfer the City's cable franchise from Frontier Communications to Northwest Fiber. He went on to say that it was important to consider the financial health of the potential franchisee, and that Northwest Fiber looks to be well prepared to satisfy the same conditions of the franchise as Frontier Communications.

Council engaged in discussion.

[Cable Franchise Transfer of Frontier Communications Corporation to Northwest Fiber](#)

Councilmember Todd made a motion to approve Ordinance 2019-852, an ordinance of the City of Mill Creek, Washington, approving the change of control of Frontier Communications Northwest, Inc., and granting an extension of the cable franchise with conditions and establishing an effective date. Councilmember Steckler seconded the motion. The motion passed unanimously.

- E.** Human Resource Department Staffing Shortage
(*City Manager Michael Ciaravino*)

City Manager Michael Ciaravino asked the Council to add an item to the agenda. He discussed the difficulty staff has faced while the Human Resources Manager has been on leave. City Manager Ciaravino is requesting Council pass an ordinance to declaring an emergency and thereby allowing an increase in salary for a part-time interim position for the Human Resources Department. This position would not receive benefits.

Ogden Murphy Wallace Attorney Scott Snyder discussed requirements for an emergency budget amendment.

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

Council engaged in discussion.

Councilmember Steckler made a motion to approve Ordinance 2019-853, an ordinance of the City of Mill Creek, Washington, amending the salary schedule; declaring an emergency and establishing an immediate effective date. Councilmember Vignal seconded the motion. The motion passed unanimously.

- F.** 2020-2025 Transportation Improvement Program
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa discussed the proposed 2020-2025 Transportation Improvement Program (TIP) including:

- Purpose of program - Annual requirement per RCW 35.77.010, highlights transportation projects the City wants to do over a six year period
- Next Steps - Public hearing and potential adoption by Council at the October 22, 2019 Council meeting
- Regional impacts - Adopted TIP will be shared with Puget Sound Regional Council (PSRC), Washington State Department of Transportation (WSDOT), the County and adjacent public utilities to identify cost sharing opportunities with local agencies and projects with regional significance.

Director Hortillosa highlighted significant changes to the TIP over the previous year.

Council engaged in discussion.

[2020-2025 Transportation Improvement Program](#)

- G.** 2019 Farmers Market Summary
(Gordon Brink, Interim Director of Communications & Marketing)

Interim Director of Communications & Marketing Gordon Brink provided a recap of the 2019 Farmers Market, including feedback from customers and vendors, and asked Council to discuss and shape a recommendation for the future of the market.

A survey of customers and vendors provided:

Positive feedback of the Market including:

- Strong Management and kudos to Sarah Jenson, City Market Manager
- Supplements City's event calendar
- Power of Produce (POP) kids club
- Supports local business
- Contributes to small town feel

Negative feedback of the Market including:

- Low attendance, low vendor sales
- Significant drop in participating vendors over the course of the season
- Dissatisfaction in advertising efforts
- Lack of support from Mill Creek residents and the City
- Lack of parking

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

Discussion ensued about location alternatives such as partnering with the County to host the Farmers Market at McCollum Park where there is better parking opportunities and space to accommodate the market.

Gordon Brink will bring alternate locations back to Council for further discussion.

[Farmers Market 2019 Summary](#)

NEW BUSINESS

- H. Appointments to the Art & Beautification Board
(City Council Interview Committee: Councilmember Steckler and Councilmember Todd)

The Council interview committee, comprised of Councilmember Steckler and Councilmember Todd, interviewed two candidates for appointment to the Art and Beautification Board.

- Michelle Edwards, incumbent
- Vanessa Good, new applicant

The interview committee recommends the appointment of both candidates for positions on the Art and Beautification Board with terms expiring 10/31/2022.

[Appointments to the Art and Beautification Board](#)

Councilmember Steckler made a motion to appoint Michelle Edwards and Vanessa Good to serve three-year terms on the City's Art & Beautification Board. Councilmember Todd seconded the motion. The motion passed unanimously.

- I. House Bill 1406 - An Act Relating to Encouraging Investments in Affordable and Supportive Housing
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa reviewed the discussion from the September 10, 2019 study session.

Ms. Hortillosa presented a resolution drafted by City Attorney Scott Missall of Ogden Murphy Wallace which captures and documents of the City's intent to support HB 1406.

The next steps, if resolution is passed, will be to coordinate and communicate with Snohomish County and State and adopt an Ordinance making the sales tax official by July 27, 2020.

Council engaged in discussion.

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

[House Bill 1406](#)

Councilmember Todd made a motion to adopt Resolution 2019-583 declaring the City of Mill Creek's intent to impose a local sales and use tax as authorized by Substitute House Bill 1406. Councilmember Vignal seconded the motion.

Councilmember Todd made a motion to amend Resolution 2019-583 to add the word "credit" after "sales tax" to the last recital on page one and to section one on page two. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

Councilmember Todd made a motion to adopt Resolution 2019-583 as amended declaring the City of Mill Creek's intent to impose a local sales and use tax credit as authorized by Substitute House Bill 1406. Councilmember Vignal seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- J. Approval of Checks #60944 through #61007 and ACH Wire Transfers in the Amount of \$747,890.60
[Check Vouchers](#)
- K. Payroll and Benefit ACH Payments in the Amount of \$212,919.42
[Payroll Vouchers](#)
- L. City Council Meeting Minutes of May 7, 2019
[Regular Council Meeting - 07 May 2019 - Minutes - Html](#)
- M. City Council Meeting Minutes of May 14, 2019
[Regular Council Meeting - 14 May 2019 - Minutes - Html](#)

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

REPORTS

- N. Mayor/Council

Mayor Pro Tem Holtzclaw thanked staff for installing additional dog waste bag stations throughout the City.

Mayor Pro Tem Holtzclaw reported that the Housing Affordability Regional Task Force (HART) Committee is working on a draft report of recommendations voted on by committee members. The draft report is expected to be available in January. Councilmember Vignal will attend the September meeting in Mayor Pro Tem Holtzclaw's absence.

Councilmember Steckler requested that the staffing review, including the impacts to the Mill Creek Police Department, following the allocation of an additional officer to the SRO program, be placed, and kept, on the October 22, 2019 meeting agenda.

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

Councilmember Vignal reported receiving a letter requesting mountain bike trails be added in Mill Creek and suggested the Park & Recreation Board look into it.

Councilmember Todd would like to be thoughtful about what is placed on the agenda, considering staffing resources and Council's priorities. He would like to see items, such as the SRO position, prioritized over general requests to be on the council meeting agenda.

Councilmember Todd would like the grant funding application process on the agenda to provide guidance to staff on Council priorities.

Councilmember Todd spoke about the upcoming presentation from the Snohomish County Health District and wondered about staff's input and the timing of the presentation.

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

AUDIENCE COMMUNICATION

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

No public comment

RECESS TO EXECUTIVE SESSION

(Confidential session of the Council)

Mayor Pro Tem Holtzclaw stated that no action would be taken following the Executive Session

- Q. At 8:20 p.m. Council recessed to executive session to discuss recent litigation pursuant to RCW 42.30110(1)(i) until 8:30 p.m.

Attorney Kathryn Bradley of Lane Powell, attended via phone.

The executive session concluded 8:30 p.m.

RECONVENE TO REGULAR SESSION

- R. At 8:30 p.m. Council reconvened to regular session.

ADJOURNMENT

With no objection, Mayor Pro Tem Holtzclaw adjourned the meeting at 8:30 p.m.

Pam Pruitt, Mayor

October 8, 2019 REGULAR COUNCIL MEETING MINUTES

Naomi Fay, Interim City Clerk

October 8, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, October 22, 2019

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

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

CALL TO ORDER

Mayor Pruitt called the meeting of the Mill Creek City Council to order at 6:00 p.m. and asked the Boy Scouts of America Pack 31 from Woodside Elementary to lead the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Led by Boy Scouts of America Pack 31 from Woodside Elementary.

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Barbara Heidel, a Mill Creek resident, thanked the responsible party for installing new dog waste stations that was spoke of in the October 8, 2019 City Council meeting. Ms. Heidel stated that it was the Mill Creek Community Association (MCCA) who paid for and installed the 10 new stations at trail heads and park entrances.

A member of the Boy Scouts of America Pack 31 asked Council to address the vaping problem in the community, especially with regards to teenagers.

PRESENTATIONS

B. Proclamation: Friends of the Library
(Mayor Pam Pruitt)

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pruitt and Members of Council issued a [proclamation](#) recognizing the week of October 20-26, 2019, as Friends of the Library Week and encouraged the community to recognize and applaud their invaluable service.

C. Proclamation: Financial Literacy Week
(Mayor Pam Pruitt)

Mayor Pruitt and Members of Council issued a [proclamation](#) recognizing the week of October 27 - November 2, 2019, as Financial Literacy Week and encouraged the community to support financial education from an early age.

D. Proclamation: DECA Month
(Mayor Pam Pruitt)

Mayor Pruitt and Members of Council issued a [proclamation](#) recognizing the month of November 2019 as DECA (Distributive Education Clubs of America) Month in the City of Mill Creek and encouraged the community to recognize high school DECA Chapters as they participate in community service projects and career activities that promote the guiding principles of DECA.

PUBLIC HEARING

E. 2020-2025 Transportation Improvement Program Public Hearing
(Gina Hortillosa, Director of Public Works & Development Services)

Mayor Pruitt opened the public hearing on the 2020-2025 Transportation Improvement Program (TIP) at 6:11 p.m.

Director of Public Works and Development Services Gina Hortillosa presented the proposed 2020-2025 Transportation Improvement Program (TIP) and highlighted:

- Substantial changes from prior versions of the TIP
- Completed projects from the previously adopted TIP
- Potential funding sources for identified projects

Mayor Pruitt opened the public hearing for public comment:

Benjamin Briles, a Mill Creek resident, expressed his excitement about projects 17-19 which include sidewalk or other improvements to provide a safer walking path for pedestrians.

Written [public comments](#) received on October 22, 2019.

Mayor Pruitt closed the public comment portion of the public hearing and opened the discussion among Councilmembers.

Council engaged in discussion

Mayor Pruitt closed the public hearing at 7:01 p.m.

[2020-2025 TIP Public Hearing](#)

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

NEW BUSINESS

- F. 2020-2025 Transportation Improvement Program Adoption
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa asked Council if they had further questions after the Transportation Improvement Program (TIP) presentation and public hearing.

Council engaged in discussion. Council requested that City staff incorporate revisions discussed and to bring the revised 2020-2025 TIP back at the November 5, 2019 Council meeting.

[2020-2025 TIP Adoption](#)

- G. Exploration Park Change Order Approval and Substantial Completion Project Update
(Gina Hortillosa, Director of Public Works & Development Services, and Matthew Feeley, Supervising Engineer)

Public Works & Development Services Director Gina Hortillosa introduced Supervising Engineer Matthew Feeley who led Council through a PowerPoint covering the following topics:

- Items included with Change Order No. 6 -
 - Over excavation - Unsuitable material removed and backfilled to provide a solid foundation for the playground
 - Underdrain system - Entire system needed to be installed deeper than anticipated in drainage design
 - Equipment stain - Protection of the wood play equipment
 - Fence and sign - Added a section of fence and updated sign paint to be consistent with other Mill Creek parks.
- Substantial completion update - Soft opening was on October 4, 2019 and public reaction was positive
- Playground elements - New playground equipment including a slide, rock scramble, tunnel, and cave using many locally sourced materials
- Construction cost summary - Project is under budget overall
- Upcoming ribbon cutting event - To be held on October 29, 2019

Council engaged in discussion. To view materials and power point click the following link: [Exploration Park Contract Change Order and Project Completion Update](#)

Councilmember Cavaleri made a motion to authorize the City Manager to approve Change Order No. 6 (\$60,065.89 plus tax) with McClure and Sons, Inc. for underdrain changes, over-excavation and other minor park improvements as part of the Exploration Park Construction Project for a total not to exceed contract amount of \$1,106,998.78. Councilmember Vignal seconded the motion. The motion passed unanimously.

OLD BUSINESS

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

- H. Ratification of Ordinance 2019-852 Consenting to Cable Franchise Transfer of Frontier Communications Corporation to Northwest Fiber and Extending Franchise One Year
(Gina Hortillosa, Director of Public Works & Development Services)

Ogden Murphy Wallace attorney Scott Missall explained statute requirements for transferring the cable franchise and the need for a second reading of the ordinance for ratification.

[Ratification of Ordinance 2019-852](#)

Councilmember Todd made a motion to ratify Ordinance 2019-852, consenting to the transfer of a cable franchise from Frontier Communications Northwest, Inc. to Northwest Fiber, LLC, and extending the franchise to November 9, 2020. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

STUDY SESSION

- I. City Connection Magazine
(Gordon Brink, Interim Director of Communications & Marketing)

Interim Director of Communications & Marketing Gordon Brink led Council through a PowerPoint presentation regarding the City Connection magazine publication highlighting:

- Projected cost vs. actual cost - Actual costs of City Connection publication have been much higher than estimated and advertising sales have been lower than expected
- Alternative options - Mill Creek Living Magazine, City produced printed mailer, or no publication at all
- Publication cost comparison - Including mailing reach, cost per page, digital options, and number of pages allowed
- Public opinion - Survey produced mixed results with no clear preference

Council engaged in discussion.

[City Connection Study Session](#)

At 8:18 p.m. Councilmember Todd made a motion to extend the meeting to 9:00 p.m. Councilmember Vignal seconded the motion. The motion passed 6-0-1 with the abstention from Mayor Pro Tem Holtzclaw who exited the Council Chambers at 8:17 p.m. for a brief time and was not present during the vote.

- J. Departmental Impacts Related to Assignment of Second School Resource Officer (SRO)
(Greg Elwin, Police Chief)

Chief of Police Greg Elwin led Council through a PowerPoint presentation covering the following topics:

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

- School Resource Officer (SRO) background information - MCPD has had one SRO since 1996, the most recent ILA with Everett Public School District provides 85% of funding for two SRO's
- MCPD authorized and funded positions and operational needs - Including a review of the current organizational chart and vacancies
- Patrol staffing facts and issues - Shortage of patrol officers means mandatory overtime and staffing shortages
- CPSM study - 2017 report provided statistics and best practices
- Short squad budget impacts - Primarily human resources, monetary, community service, and efficiency impacts
- Officer workload and calls for service - Budget focus is incident response, but administrative duties, training, and community outreach need to be included
- Summary - Cost of overtime vs. cost to the City for backfilling the patrol position vacated by SRO position.

Council engaged in discussion.

[Departmental Impacts Related to Assignment of Second SRO](#)

At 8:58 p.m. Councilmember Todd made a motion to extend the meeting to 9:30 p.m. Councilmember Steckler seconded the motion. The motion passed unanimously.

- K. Police Department Acquisition of a Civilian Armored Bank Car to be Purposed as a Surplus Tactical Rescue Vehicle**
(Greg Elwin, Police Chief)

Police Chief Greg Elwin led Council through a presentation on the acquisition of a surplus tactical rescue vehicle (TRV) from the Monroe Police Department including:

- Background information of the vehicle - 1995 Ford F800 donated to the City of Monroe in 2006
- The operational need of Mill Creek - To assist in emergency rescue response, be a mobile command post, and be strategically located for use by North Sound Metro SWAT (NSMS)
- Community outreach opportunities - Including the Mill Creek Festival, Party in the Parks, and National Night Out
- Benefits to the City - Increases emergency response readiness for Mill Creek, provides an opportunity to partner with NWMS, and low acquisition cost
- Limitations of the vehicle and maintenance needs - The vehicle is not completely armored and there are some known maintenance needs
- Policy, procedures and liability - Before acquisition MCPD will develop deployment standards, operator requirements, and maintenance guidelines

Council engaged in discussion.

[Police Department Tactical Rescue Vehicle](#)

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

At 9:30 p.m. Councilmember Cavaleri made a motion to extend the meeting to 9:45 p.m. Councilmember Vignal seconded the motion. The motion passed unanimously.

- L. Armed Forces Day
(Jon Ramer, Parade Coordinator)

Parade Coordinator Jon Ramer spoke to Council about moving the Memorial Day parade to Armed Forces Day, which is nine days earlier. Mr. Ramer offered:

- Increased attendance - No other events in WA State on Armed Forces Day and many people are out of town on Memorial Day weekend. Moving the parade date could increase participation
- Potentially more meaningful - Would like to see the 13 Flag folds ceremony on Memorial Day and move the parade and celebration to Armed Forces Day
- Resources - Potentially greater talent available on Armed Forces Day for parade participation.

Council engaged in discussion.

[Armed Forces Day](#)

At 9:45 p.m. Councilmember Vignal made a motion to extend the meeting up to 10:00 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- M. Approval of Checks #61008 through #61084 and ACH Wire Transfers in the Amount of \$533,604.94
(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)
[Check Vouchers](#)
- N. Payroll and Benefit ACH Payments in the Amount of \$301,201.89
(Audit Committee: Councilmember Steckler and Councilmember Cavaleri)
[Payroll Vouchers](#)
- O. City Council Meeting Minutes of May 28, 2019
[Regular Council Meeting - 28 May 2019 - Minutes - Html](#)

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

REPORTS

Councilmember Steckler reminded the public and Members of Council about the shredding event happening from 11:00 am to 2:00 pm on Saturday, October 26, 2019.

Councilmember Cavaleri praised the young scout who spoke up about the impacts of vaping during audience communication, and would welcome a conversation on this topic at an upcoming meeting.

October 22, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pro Tem Holtzclaw also praised the scout who spoke about vaping, stating that he is an enlightened young man who bravely saw an opportunity to speak up and took it.

Mayor Pro Tem Holtzclaw mentioned that he also wanted to acknowledge the youth community member who wrote the letter to Councilmember Vignal regarding mountain bike trails in Mill Creek and noted some possible property.

Mayor Pro Tem Holtzclaw acknowledged and thanked Barbara Heidel and the Mill Creek Community Association (MCCA) for their investment in the Mitt Mutt dog waste stations.

Councilmember Todd reported that he attended AWC's Regional Meeting on legislative priorities last week and encouraged attendance at the upcoming short session.

- P. Mayor/Council
 - [AWC's 2020 Legislative Priorities](#)
- Q. City Manager
 - [Council Planning Schedule](#)

AUDIENCE COMMUNICATION

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

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:57 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, November 5, 2019

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Jon Ramer, a Mill Creek resident and City Parade Coordinator, commented on the positive environment of the Mill Creek City Council meetings and thanked outgoing City Clerk Gina Pfister for her service.

Carmen Fisher, a Mill Creek resident, encouraged Council to fully staff the Mill Creek Police Department and commented on the impacts of overtime.

PRESENTATIONS

B. Proclamation: Small Business Saturday

Mayor Pruitt and Members of Council issued a [proclamation](#) recognizing November 30, 2019, as Small Business Saturday and encouraged the community to support small businesses and merchants on Small Business Saturday and throughout the year.

C. Proclamation: Veterans Day

November 5, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pruitt issued a [proclamation](#) recognizing November 11, 2019, as Veterans Day and encouraged the community to acknowledge and honor the contributions of our veterans to the principles of democracy, individual freedom, and human rights.

STUDY SESSION

D. 2020 Property and EMS Tax Levies
(Interim Director of Finance & Administration Tara Dunford)

Interim Director of Finance & Administration Tara Dunford began the discussion with the proposed schedule, stating that November 27, 2019 is the deadline to have the ordinances adopted to receive property and EMS tax revenue in 2020.

- November 5, 2019 - Initial discussion
- November 12, 2019 - Public hearing
- November 27, 2019 - Council adoption of ordinances

Ms. Dunford reviewed the preliminary certification letters from the Snohomish County Assessor's Office regarding the 2020 Property and EMS Tax Levies. Ms. Dunford explained:

- How levy numbers are derived -
 - Based off 2019 Mill Creek tax year levy limit calculations
 - County estimates for 2020 - New construction and annexation
- Levy numbers and Mill Creek's options - 0%-1% increase for EMS and property taxes
- How fluctuations in assessed taxes occur at 0%

Council engaged in discussion.

[2020 Property and EMS Tax Levies](#)
[11-5-19 Preliminary Certification Letters](#)

E. 2019-2020 Proposed Budget Amendments
(Michael Ciaravino, City Manager)

City Manager Michael Ciaravino opened the discussion on the 2019-2020 proposed budget amendments and reviewed the proposed schedule:

- November 5, 2019 - Initial discussion
- November 12, 2019 - Study session
 - policy direction from legislators
 - proposed work plans including new positions
- November 26, 2019 - Public hearing
- December 3, 2019 - Council adoption

Interim Director of Finance & Administration Tara Dunford gave broad overview of the proposed items for mid-biennium amendment including:

- General fund - Revenue impacts, position changes, and one time expenditures
- Special revenue funds - Drug buy fund, street fund, and asset replacement schedule

- Surface water management funds - Budget adjustments following completed rate study
- Equipment replacement funds - Two police cars, one police motorcycle and two dump trucks
- Capital project funds - Acquisition of new grants, canceled projects, new capital improvement projects

Council engaged in discussion.

[2019-2020 Proposed Budget Amendments](#)

OLD BUSINESS

- F. 2020-2025 Transportation Improvement Program Adoption
(Gina Hortillosa, Director of Public Works & Development Services)

Director of Public Works & Development Services Gina Hortillosa reviewed changes made to the proposed 2020-2025 Transportation Improvement Program (TIP) since the October 22, 2019 council meeting including the status of projects removed from the TIP:

- Mill Creek Elementary School Sidewalk Marking
- 146th St SE (Webster's Pond) Speed Radar Installation
- 144th St SE and Bothell Everett Highway (Sweetwater Ranch) - requires WSDOT coordination
- North Creek Drive Pedestrian Shoulder Improvements

Director Hortillosa further noted content changes in the overview section and a project added to the TIP creating a new bicycle lane improvement plan.

Council engaged in discussion.

[2020-2025 Transportation Improvement Program Adoption](#)

Councilmember Todd made a motion to adopt resolution 2019-584, thus adopting the 2020-2025 Transportation Improvement Plan, after receiving public testimony during the public hearing on the regular October 22nd, 2019 Council Meeting. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

REPORTS

- G. City Manager
- [Council Planning Schedule](#)
- H. Staff
- [Design Review Board Meeting Minutes of August 15, 2019](#)
 - [Design Review Board Meeting Minutes of September 19, 2019](#)
- I. Mayor and Council

November 5, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pruitt reported on requests received by local robotics teams.

Councilmember Vignal reported that she, Director Hortillosa, and City Manager Ciaravino met with the robotics team from Cedar Wood Elementary and will set up time prior to a Council meeting to allow the team to present. Council discussed options to support the local teams.

Councilmember Steckler reported on the successful document destruction event on October 26, 2019 where 1000 cubic feet of documents were shredded.

Councilmember Bond thanked City Clerk Gina Pfister for her service.

Councilmember Steckler thanked City Clerk Gina Pfister for her service.

Councilmember Cavaleri thanked City Clerk Gina Pfister for her service.

Councilmember Vignal thanked City Clerk Gina Pfister for her service.

Councilmember Vignal noted that she will be attending this week's HART meeting on behalf of Mayor Pro Tem Holtzclaw.

Councilmember Holtzclaw thanked City Clerk Gina Pfister for her service.

Councilmember Holtzclaw asked staff to ensure the upcoming budget amendment request, discussed at tonight's meeting, adhere to the financial management policies adopted at the May 7, 2019 council meeting.

Councilmember Todd reported that he attended the Providence Community Partners most recent meeting on diversion programs aimed at reducing the number of calls to law enforcement for people who are sick or injured and thought it was really well done.

Councilmember Todd thanked City Clerk Gina Pfister for her service.

AUDIENCE COMMUNICATION

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

No audience comments.

RECESS TO EXECUTIVE SESSION

- K.** At 7:35 p.m. Council recessed to executive session for 30 minutes with no action being taken.
- To review the performance of a public employee pursuant to RCW 42.30.110(1)(g)
 - To discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i)

City Manager Michael Ciaravino stated that item two had been removed from the executive session agenda.

The executive session concluded at approximately 8:00 p.m.

RECONVENE TO REGULAR SESSION

L.

At approximately 8:00 p.m. the meeting reconvened to regular session.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at approximately 8:01 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

November 5, 2019 REGULAR COUNCIL MEETING MINUTES

MINUTES ITEM # D.



Snohomish County

Assessor's Office

September 26, 2019

Tara Dunford, Interim Finance Director
City of Mill Creek
15728 Main St
Mill Creek, WA 98012

Linda Hjelle
County Assessor

Laura Washabaugh
Chief Deputy

M/S #510
3000 Rockefeller Avenue
Everett, WA 98201-4046

(425) 388-3433
FAX (425) 388-3961

RE: 2020 Available Nos. for Mill Creek levy

Dear Ms. Dunford:

We are providing numbers to assist you with your budgeting process and completing the Levy Certification and Resolution(s)/Ordinance(s) documents for the coming year. We need to receive these by **November 27, 2019**. The Actual Levy and Highest Lawful Levy amounts are based on your 2019 tax year levy limit calculations. The new construction and annexation are preliminary numbers for the coming tax year. The State Assessed Utility numbers are unavailable at this time.

We show the population of your district to be over/under 10,000: **over**

Actual Levy: **\$6,289,668.45**

This is the amount you levied last year for your Mill Creek levy.

Highest Lawful Levy: **\$6,446,381.52**

This is the amount you could have levied last year for your Mill Creek levy. If you did not levy the maximum allowed, but "banked" the difference then this amount will be higher than the previous year's actual levy amount.

Banked Capacity: **\$156,713.07**

This is the amount available for tax year 2020 which is the difference between highest lawful levy that could have been made and the actual levy that was imposed. Note: if your levy is capped at the statutory limit this may preclude you from using banked capacity this year.

The following are estimated "add-ons" amounts that can be used for the coming tax year:

Estimated New Construction: **\$3,650.49**

This is the amount allowed for new construction using this year's new construction value at roll close of \$2,396,000

Estimated Annexation: **\$0.00**

This is the amount allowed for annexations using this year's annexation assessed value times last year's levy rate.

Refund: **see attached**

This is the amount allowed to recoup refunds. This is the final refund amount reported from the Snohomish County Treasurer's Office.

Email: contact.assessor@snoco.org
Web: www.snohomishcountywa.gov

MINUTES ITEM # D.



Snohomish County

Assessor's Office

Linda Hjelle
County Assessor

Laura Washabaugh
Chief Deputy

M/S #510
3000 Rockefeller Ave.
Everett, WA 98201-4046

(425) 388-3433
FAX (425) 388-3961

September 26, 2019

Tara Dunford, Interim Finance Director
City of Mill Creek
15728 Main St
Mill Creek, WA 98012

RE: 2020 Available Nos. for Mill Creek EMS 2017-2022 levy

Dear Ms. Dunford:

We are providing numbers to assist you with your budgeting process and completing the Levy Certification and Resolution(s)/Ordinance(s) documents for the coming year. We need to receive these by **November 27, 2019**. The Actual Levy and Highest Lawful Levy amounts are based on your 2019 tax year levy limit calculations. The new construction and annexation are preliminary numbers for the coming tax year. The State Assessed Utility numbers are unavailable at this time.

We show the population of your district to be over/under 10,000: **over**

Actual Levy: **\$1,709,328.37**

This is the amount you levied last year for your Mill Creek EMS 2017-2022 levy.

Highest Lawful Levy: **\$1,709,328.37**

This is the amount you could have levied last year for your Mill Creek EMS 2017-2022 levy. If you did not levy the maximum allowed, but "banked" the difference then this amount will be higher than the previous year's actual levy amount.

Banked Capacity: **\$0.00**

This is the amount available for tax year 2020 which is the difference between highest lawful levy that could have been made and the actual levy that was imposed. Note: if your levy is capped at the statutory limit this may preclude you from using banked capacity this year.

The following are estimated "add-ons" amounts that can be used for the coming tax year:

Estimated New Construction: **\$992.09**

This is the amount allowed for new construction using this year's new construction value at roll close of \$2,396,000

Estimated Annexation: **\$0.00**

This is the amount allowed for annexations using this year's annexation assessed value times last year's levy rate.

Refund: **see attached**

This is the amount allowed to recoup refunds. This is the final refund amount reported from the Snohomish County Treasurer's Office.

Email: contact.assessor@snoco.org
Web: www.snohomishcountywa.gov



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, November 12, 2019

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Pruitt welcomed representatives from Boy Scout Troop 90 to lead the Pledge of Allegiance.

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Representative John Lovick, Mill Creek resident, thanked the City Council and the City of Mill Creek for the Veterans Day Parade. Representative Lovick stated that he and other participants he had spoken with during the parade were very proud to honor our Veterans.

Wil Nelson, Mill Creek resident, spoke on the Washington Initiative 976, the Limits on Motor Vehicle Taxes & Fees Measure of 2019 approved on November 5, 2019. Mr. Nelson commented on how taxes paid towards this initiative goes mostly to the downtown Seattle area and less to Snohomish and Pierce County.

NEW BUSINESS

November 12, 2019 REGULAR COUNCIL MEETING MINUTES

- B.** Appointments to the Park & Recreation Board
(*Council Interview Committee: Councilmember Cavaleri and Councilmember Vignal*)

Councilmember Vignal noted that there were nine letters of interest submitted and that the decision was difficult due to the quality of the applicants. Councilmember Vignal acknowledged how fortunate the City of Mill Creek is to have residents who want to volunteer their time on boards and commissions.

[Appointments to Park Rec. Agenda B](#)

Councilmember Vignal made a motion to appoint Jim Erlewine and Peter Lalic to the three (3) year term and Bridget Casey for the two (2) year term. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

- C.** Lane Powell Legal Services Agreement
(*Michael Ciaravino, City Manager*)

City Manager Michael Ciaravino gave an overview of the Lane Powell Legal Services Agreement for employment and labor counsel.

Council engaged in discussion.

[Lane Agreement Item C](#)

Councilmember Cavaleri made a motion to authorize the City Manager to enter into a professional services agreement with Lane Powell Legal Services. Councilmember Vignal seconded the motion. The motion passed unanimously.

- D.** Seattle Hill Road Pavement Preservation Project Local Agency Agreement Supplement with Washington State Department of Transportation (WSDOT)
(*Gina Hortillosa, Public Works and Development Services Director*)

Director of Public Works & Development Services Gina Hortillosa gave an overview of the Seattle Hill Road Pavement Preservation Project, which included the following:

- A six year Capital Improvement Plan (CIP)
- 2016 Federal Grant award
- Local Agency Agreement (LAA) with WSDOT is required to obligate funds
- Funds must be obligated by December 31, 2019
- Once funds are obligated, the City can advertise the project.

Council engaged in discussion.

[Seattle Hill Rd Item D](#)

Councilmember Todd made a motion to authorize the City Manager to execute a Local Agency Agreement with the Washington State Department of Transportation to receive \$720,000 for the purpose of assisting the City of Mill Creek to fund construction for the Seattle Hill Road Pavement Preservation

Project. Councilmember Bond seconded the motion. The motion passed unanimously.

- E.** 35th Avenue SE Reconstruction Project Local Programs State Funding Agreement Supplement with WSDOT
(*Gina Hortillosa, Public Works and Development Services Director*)

Director of Public Works and Development Services Gina Hortillosa briefed Council on the status of the project and the remaining open items:

- Project completed in March 2019
- Hydraulic Project Approval (HPA) triggered a requirement to remove two 54 inch culverts
- A transportation budget request was submitted for \$1,000,000 to assist in covering the cost of culvert removal
- Budget request was approved with funds needing to be obligated.

Director Hortillosa recommended that Council execute a Local Programs State Funding Agreement Supplement with WSDOT to receive up to \$1,000,000 for the purpose of funding the project.

Council engaged in discussion.

[35th Avenue Item E](#)

Councilmember Todd made a motion to authorize the City Manager to execute a Local Programs State Funding Agreement Supplement with Washington State Department of Transportation to receive up to \$1,000,000 for the purpose of helping the City of Mill Creek fund construction for the 35th Avenue SE Reconstruction Project. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

STUDY SESSION

- F.** 2019-2020 Mid Biennium Budget Adjustments
(*City Manager Michael Ciaravino's Work Plan*)

City Manager Michael Ciaravino facilitated a study session on the proposed 2019-2020 mid biennium budget adjustments including:

- Protecting and preserving revenue from SRO reimbursement by appropriating it to the Police Department budget
- Departmental need for an additional FTE in Public Works Maintenance
- Adding a Surface Water Engineer position funded by the Surface Water Program fund
- Potentially eliminating the Director of Communications and Marketing position
- Potentially creating a Communications and Marketing Manager position
 - Go from two to one coordinator position if manager position created
- Establishment of a Chief of Staff position
- Adding an Executive Assistant to support the City Manager and Chief of Staff

November 12, 2019 REGULAR COUNCIL MEETING MINUTES

Council engaged in discussion.

[CM Work Plan Agenda Summary](#)
[CM Work Plan Nov 12 - FINAL](#)

CONSENT AGENDA

- G.** Approval of Checks #61085 through #61155 and ACH Wire Transfers in the Amount of \$310,582.64
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
[Check Vouchers 11-12-19](#)
- H.** Payroll and Benefit ACH Payments in the Amount of \$217,893.44
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
[Payroll Vouchers Nov. 12, 2019](#)

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

REPORTS

I. Mayor/Council

Mayor Pruitt reported that the City of Mill Creek's Veterans Day Parade was an amazing event. Mayor Pruitt thanked all who were part of making this event possible and stated that she looks forward to the next parade that the City puts forth on Memorial Day.

Councilmember Steckler concurred with the comments on the Veterans Day Parade by other Councilmembers and wanted to thank Jon Ramer, Parade Coordinator, for his efforts.

Councilmember Steckler encouraged the community to join him in sponsoring sailors from the U.S.S. Ralph Johnson on Thanksgiving.

Councilmember Steckler expressed his sincere respect to Mr. Nelson during his public comment and reminded everyone that Council Chambers is a professional environment.

Councilmember Cavaleri would like the Council to discuss and consider banning the sale of vaping products in the City of Mill Creek because the supporting evidence indicates that these products are harmful.

Councilmember Vignal briefed the Council on last week's HART meeting which she attended on behalf of Mayor Pro Tem Holtzclaw. Councilmember Vignal reported a robust discussion including implementing HB 1406 and that discussions have been extended into January 2020.

Councilmember Vignal announced that the visit by the Cedarwood Robotics Team

November 12, 2019 REGULAR COUNCIL MEETING MINUTES

has been moved to December 3, 2019 prior to the Council meeting.

Councilmember Vignal thanked the following for their hard work and efforts:

- Jerry Wright from the Public Works Department for taking care of a safety hazard in one of Mill Creek's Parks
- Naomi Fay, the new Interim City Clerk, for her assistance and welcomed her to the City of Mill Creek
- Marketing & Communications Department, including Jay, Meredith and Gordon, the Public Works Department, and all those involved with making the Veterans Day Parade so successful

Mayor Pro Tem Holtzclaw thanked everyone for their efforts on the Veterans Day Parade.

Mayor Pro Tem Holtzclaw requested an update of the charts presented at the November 6, 2018 Council meeting that depict the general fund balance with and without a 1% property tax increase for the tax levy discussion at the next Council meeting.

Mayor Pro Tem Holtzclaw requested a letter be drafted on behalf of the City of Mill Creek to the Puget Sound Regional Council (PSRC) to express concerns regarding the proposed changes in the Snohomish County rural population growth allocation, and reaffirm support of Snohomish County Tomorrow's (SCT) recommended 6% rural growth target.

Councilmember Todd spoke about the representation of Mill Creek on the steering committee for growth management in PSRC's Vision 2050.

Councilmember Todd spoke about the ten year anniversary of the SWIFT blue line on October 29, 2019. Councilmember Todd encouraged all to obtain a special pre-loaded ORCA card to try out the bus service. Click the following link: www.communitytransit.org/swift10 for more information and to sign up.

Councilmember Todd gave an update from the Community Transit meeting stating that the City of Everett has been analyzing their budget deficit and looking at ways to get back to a sustainable financial model. One topic of discussion is merging Community Transit with Everett Transit to eliminate redundancies.

Councilmember Todd reported that the Snohomish County Cities and Towns (SCCT) meeting will be Thursday, November 21, 2019. The meeting is the annual opportunity to develop legislative priorities for Snohomish County that will in turn affect the countywide priorities which the Economic Alliance develops. Councilmember Todd welcomed input and participation in the November 21, 2019 meeting.

J. City Manager

[Council Planning Schedule](#)

K. Staff

- Report, etc.

November 12, 2019 REGULAR COUNCIL MEETING MINUTES

AUDIENCE COMMUNICATION

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

Barbara Heidel, Mill Creek Resident, thanked Jon Ramer and the Public Works Department for their efforts on the Veterans Day Parade.

Jon Ramer, Mill Creek resident and City Parade Coordinator, noted that this year the City of Mill Creek had sixty-two participants in the Veterans Day Parade which is almost a 50% increase over prior years.

Mr. Ramer thanked Councilmember Steckler for sponsoring sailors during the Thanksgiving holiday and encouraged other members of the community to sponsor Sailors from the U.S.S. Ralph Johnson.

Mr. Ramer invited Council Members to the U.S.S. Ralph Johnson change of command ceremony on Friday, November 15, 2019.

Mr. Ramer asked the Council to consider an additional maintenance worker and provided his thoughts on having a Deputy City Manager instead of a Chief of Staff Position.

At 8:30 p.m. Councilmember Todd made a motion to extend the meeting to 9:00 p.m. Councilmember Steckler seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- M.** At 8:30 Council recessed into Executive Session for 30 minutes to discuss the following:
- the selection of real property and acquisition thereof when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110(1)(b) .
 - Legal counsel potential litigation pursuant to RCW 42.30.110 (1)(I).
Legal Counsel Scott Missall joined via phone.

The executive session ended at 9:00 p.m. No action was taken.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 9:00 p.m.

Pam Pruitt, Mayor

November 12, 2019 REGULAR COUNCIL MEETING MINUTES

Naomi Fay, Interim City Clerk

November 12, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, November 26, 2019

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

OATH OF OFFICE

- A. Oath of Office for Newly Elected Councilmembers, John Steckler and Stephanie Vignal
(Mayor Pam Pruitt)

Mayor Pruitt performed the Oath of Office and Councilmembers Steckler and Vignal were sworn in.

ROLL CALL

Councilmembers Present:

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

AUDIENCE COMMUNICATION

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

Snohomish County Councilmember and Mill Creek Resident Terry Ryan congratulated recently elected Councilmembers Vignal and Steckler. He reported that Snohomish County passed its budget and it includes a \$100,000 grant award to the City of Mill

November 26, 2019 SPECIAL COUNCIL MEETING MINUTES

Creek for a capital improvement project. Councilmember Ryan also thanked the City Manager for his hard work.

PUBLIC HEARINGS

- C.** Public Hearing/Comment on the 2019 - 2020 Mid-Biennium Budget Adjustments
Mayor Pruitt opened the public hearing at 6:08 p.m. and invited City Manager Michael Ciaravino and Interim Finance Director Tara Dunford to begin the conversation. Ms. Dunford presented an updated slideshow on the proposed 2019-2020 Mid-Biennium Budget Amendment and offered to answer questions from Council.

At 6:14 p.m. Mayor Pruitt opened the public comment portion of the Public Hearing. No one from the public signed up to speak at the public hearing. Public comment via email came from Ms. Peggy Lauerman.

Mayor Pruitt opened discussion for Councilmembers at 6:15 p.m. City Council engaged in discussion.

At the direction of Council, Director of Public Works and Development Services Gina Hortillosa presented a slideshow regarding the proposed Public Works Workshop project. Ms. Hortillosa gave an overview of the project including the need for a larger space and the locations that have been proposed.

City Council engaged in discussion.

At 7:38 p.m. Mayor Pruitt closed the public hearing and continued it to the December 3, 2019 City Council Meeting.

[Agenda Summary & Attachments](#)
[2019 MID-BIENNIUM BUDGET AMENDMENT11.26](#)

[11-26-19 Study Session PW WorkShop Three Options](#)
[Nov. 26, 2020 PLauerman Email Budget Amendment](#)

- D.** Public Hearing/Comment on Property Tax & EMS Levies for 2020

Mayor Pruitt opened the Public Hearing at 7:39 p.m.

City Manager Michael Ciaravino introduced Interim Finance Director Tara Dunford who presented a slideshow about the Property Tax and EMS Levies for 2020.

Council engaged in discussion.

At 7:56 p.m. Mayor Pruitt opened the public comment portion of the Public Hearing.

Jon Ramer, City of Mill Creek resident and Parade Coordinator, spoke in favor of a 1% increase.

Barbara Heidel, City of Mill Creek Resident, commented that she is in favor of the 1%

November 26, 2019 SPECIAL COUNCIL MEETING MINUTES

increase in property tax if it will help back-fill the vacancy in the police department left by the second SRO position.

County Councilmember Terry Ryan congratulated staff for their detailed presentations and stated he was in favor of the 1% increase. He also commented on the potential Silver Lake Water District property purchase for the Public Works shop and recommended that the City Council to make a decision and move forward.

Mayor Pruitt closed the Public Comment portion at 8:05 p.m.

Council engaged in discussion.

Mayor Pruitt closed the Public Hearing at 8:21 p.m.

[Revised Agenda Summary Tax Levy Item](#)
[Revised Attach A. ORD 2019- Property Tax 0%](#)
[Revised Attach B. ORD 2019- Property Tax 1%](#)
[Revised Attach C. ORD 2019- EMS Tax Levy 0% - Copy](#)
[revised Attach D. ORD 2019- EMS Tax Levy 1%](#)
[Attach E. Preliminary Valuation Letter](#)
[Attach F. General Fund Fund Balance Projections](#)

OLD BUSINESS

- E.** Appointment to the Park & Recreation Board
(*Council Interview Committee: Councilmember Cavaleri and Councilmember Vignal*)

Councilmember Cavaleri spoke about the status of Park & Recreation Board membership and the recommended that Michael Bower be appointed.

[Agenda Summary and Appointment](#)

Councilmember Stephanie Vignal made a motion to appoint Michael Bower to the Park and Recreation Board for the term expiring on October 31, 2022. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

- F.** 2019 -2020 Mid - Biennium Budget Amendments
(*City Manager Michael Ciaravino and Interim Finance Director Tara Dunford*)

[Agenda Summary & Attachments](#)
[2019 MID-BIENNIUM BUDGET AMENDMENT11.26](#)

- G.** 2020 Property and EMS Tax Levies
(*City Manager Michael Ciaravino and Interim Finance Director Tara Dunford*)

[Revised Agenda Summary Tax Levy Item](#)
[Revised Attach A. ORD 2019- Property Tax 0%](#)
[Revised Attach B. ORD 2019- Property Tax 1%](#)

November 26, 2019 SPECIAL COUNCIL MEETING MINUTES

[Revised Attach C. ORD 2019- EMS Tax Levy .0% - Copy](#)
[revised Attach D. ORD 2019- EMS Tax Levy .1%](#)
[Attach E. Preliminary Valuation Letter](#)
[Attach F. General Fund Fund Balance Projections](#)

Mayor Pro Tem Holtzclaw motioned to extend the City Council Meeting until 9:00 p.m. Councilmember Todd seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw motioned to approve Ordinance **2019-846*** implementing a 1% increase to the Property Tax Levy for 2020: As an Ordinance of the City of Mill Creek, Washington, Establishing the Regular Property Tax Levy Upon All Property: Real, Personal and Utility Subject to Taxation Within the Corporate Limits of the City of Mill Creek for the Fiscal Year Commencing January 1, 2020; and Establishing an Effective Date. Councilmember Todd seconded the motion. The motion passed 6-1-0 with Councilmember Cavaleri's vote against.

Councilmember Todd motioned to approve Ordinance **2019-847*** implementing a 1% increase regarding the establishment of the City's Emergency Medical Services (EMS) property tax levy for 2020; as an Ordinance of the City of Mill Creek, Washington Establishing the Emergency Medical Services Property Tax Levy Upon All Property; Real, Personal and Utility Subject to Taxation within the Corporate Limits of the City of Mill Creek for the Fiscal year Commencing January 1, 2020; and Establishing an Effective Date. Councilmember Steckler seconded the motion. The motion passed unanimously.

***At the December 3, 2019 Ordinance numbers 2019-846 and 2019-847, adopted above, were corrected to be ordinance numbers 2019-854 and 2019-855. Ordinance numbers 2019-846 and 2019-847 have already been used.**

CONSENT AGENDA

- H. Approval of Checks 61156 through 61237 in the Amount of \$668,879.65.
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
[Check Vouchers](#)
- I. Payroll and Benefit ACH Payments in the Amount of \$298,565.11
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
[Payroll Vouchers](#)
- J. City Council Meeting Minutes of November 12, 2019
[11-12-19 Minutes](#)
- K. City Council Meeting Minutes of June 4, 2019
[6-4-2019 Minutes](#)
- L. City Council meeting Minutes June 11, 2019
[6-11-2019 Minutes](#)

November 26, 2019 SPECIAL COUNCIL MEETING MINUTES

Councilmember Cavaleri motioned to approve the consent agenda excluding the June 4, 2019 City Council meeting minutes. Councilmember Holtzclaw seconded the motion. The motion passed unanimously.

Councilmember Todd requested to pull City Council Meeting Minutes of June 4, 2019 for correction until the next City Council Meeting on December 3, 2019. Councilmember Todd would like to work with staff on scrivener's errors on the June 11, 2019 and November 12, 2019 meeting minutes as well.

REPORTS

M. Mayor/Council

Mayor Pruitt reported that she attended the Snohomish County 911 meeting where one of the discussions was about new technology for first responders. The Mayor is excited about new technology that helps keep Police Officers and First Responders safe.

Mayor Pro Tem Holtzclaw reported on the following:

- the Service Experience Team (SET) meeting for the month of November was cancelled;
- the Housing Affordability Response Team (HART) meeting will not meet in the month of December, but will reconvene for its final meeting on January 9, 2019; Mayor Pro Tem Holtzclaw will circulate the HART draft report by December 6th to give Councilmembers the opportunity to share any comments or concerns at the next meeting;
- attendance at the Mill Creek Boulevard Advisory Committee along with Councilmember Vignal and Councilmember Todd. Mayor Pro Tem Holtzclaw reported that the consultant facilitated a good presentation and that discussion was productive;
- Shannon Affholter, Former Council Member of Everett and Executive Director of Master Builders Association of King and Snohomish Counties, contacted Mayor Pro Tem Holtzclaw to start discussions with the City regarding participation in an apprenticeship/internship program for high school juniors and seniors in the Everett School District. Mayor Pro Tem Holtzclaw is coordinating a meeting between himself, Mr. Affholter, and City Manager Michael Ciaravino to discuss the internship opportunity for this coming summer.

Councilmember Todd gave an update on the following:

- the Transportation Policy Board meeting at the Puget Sound Regional Council (PSRC) is discussing the impact of Washington Initiative 976 and WSDOT's ability to fund projects;
- the Snohomish County Committee for Improved Transportation (SCCIT) meeting continues to have discussions about how the region will be impacted by Initiative 976.

Councilmember Vignal reminded Council about the meeting with two Robotics teams on December 3, 2019 prior to the Council meeting. The first presentation will start at 5:00 p.m. with the second presentation scheduled for 5:30 p.m. In order to streamline

November 26, 2019 SPECIAL COUNCIL MEETING MINUTES

the process of Robotics team requests, Councilmember Vignal notified the Council that she has been in contact with a representative that manages all the Robotics teams in Mill Creek. This person will serve as the one point of contact for any future requests.

Councilmember Todd clarified that the December 3rd, 2019 City Council Meeting will start at 6:00 p.m. The City will notice a special meeting, in the event of a quorum, and the presentations are scheduled for 5:00 p.m. and 5:30 p.m. with the Robotics Teams.

N. City Manager

- [Council Planning Schedule](#)

O.

- [Financial Report Q3 2019](#)
- [Design Review Board Meeting Minutes of October 24, 2019](#)

AUDIENCE COMMUNICATION

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

There were no public comments from the audience.

ADJOURNMENT

Q. Mayor Pruitt adjourned the meeting at 8:45 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

MINUTES ITEM # C.

Naomi Fay

From: Peggy Lauerman <plauerman@comcast.net>
Sent: Tuesday, November 26, 2019 1:10 PM
To: Naomi Fay
Cc: Michael Ciaravino; Scott M. Missall
Subject: Budget Amendment

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

Hi Naomi,

As part of the public hearing, I would like the council to be aware that the information that is contained in the budget amendment is factually incorrect.

To that end, will you please leave a copy of this email sent to City staff so they are aware of the inaccuracy?

Also, given the large amendment for legal fees, a breakdown from the City Manager would be appropriate for the residents of this community.

Thank you,
Peggy Lauerman

Sent from my iPhone

Begin forwarded message:

From: Peggy Lauerman <plauerman@comcast.net>
Date: November 22, 2019 at 4:13:00 PM PST
To: tarad@cityofmillcreek.com
Subject: Budget Amendment

Hi Tara,

I hope all is well with you.

I wanted to provide you with some insight on the budget amendment that was prepared. I know it is hard for someone in your position to come into a situation where there isn't a transition from former personnel to provide relevant history.

To that end, the budget amendment as it relates to the following is factually incorrect:
Increase City Manager budget to reflect cost of Interim City Manager and City Manager search firm contracts which were not included in the 2019-2020 budget, net of salary savings (\$100,000).

The interim City Manager was budgeted for four months at \$23,250 for 4 months for a total of \$93,000. In addition, the CM salary was budgeted from the beginning of the year to provide a contingency for unknowns about start date, overlap with interim CM, sign on bonus etc. These additional contingencies

MINUTES ITEM # C.

were sufficient to cover the additional time the council required of the interim CM which were not contemplated in the base contractual amount.

The headhunter fees were anticipated to be ~ \$30k. \$10k was paid for in 2018 and \$20k was budgeted in the new biennium. This budget was exceeded when additional due diligence was performed by the City Council during the hiring process for the City Manager.

If you have any questions, please feel free to let me know.

Thank you,
Peggy



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, December 3, 2019

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

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

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

Jon Ramer, Mill Creek resident and parade coordinator, responded to remarks made at the 11/26/19 regarding Councilmember Steckler's suggestion that a 360 review be conducted for the City Manager stating that feedback is always a good way to assess the success of a leader and should be common practice at the City.

Carmen Fisher, a Mill Creek resident, agreed with Jon Ramer about a 360 Review for the City Manager stating that the City has had issues with the City Managers in recent past and has lost many staff members.

PUBLIC HEARINGS

B. Public Comments/Hearing on the Amendment to the 2019 - 2024 Capital Improvement Plan

(Gina Hortillosa, Public Works and Development Services Director)

At 6:08 p.m. Mayor Pruitt opened the public hearing on the proposed amendments to

December 3, 2019 REGULAR COUNCIL MEETING MINUTES

the 2019-2024 Capital Improvement Plan (CIP). To begin the discussion, Public Works and Development Services Director Gina Hortillosa gave an overview of the proposed amendments to the CIP.

At 7:03 p.m. Mayor Pruitt opened the public comment portion of the public hearing. No one signed up to speak at the hearing so at 7:04 p.m. Mayor Pruitt opened the discussion to councilmembers.

Council engaged in discussion.

Mayor Pruitt closed the public hearing at 7:19 p.m.

Councilmember Steckler made a motion to strike the words ", including ball fields (expansion of Mill Creek Sports Park). The Mill Creek Sports Park Expansion" from the Mill Creek Sports Park Expansion, Project no. 20-PARK-01 in the CIP Amendment. Councilmember Cavaleri seconded the motion.

Councilmember Steckler revised his motion to strike the words ", including ball fields (expansion of Mill Creek Sports Park)." from the Mill Creek Sports Park Expansion, Project no. 20-PARK-01 in the CIP Amendment. Councilmember Cavaleri seconded the motion. The motion failed 1-6-0 with Councilmember Steckler voting in favor.

Councilmember Todd made a motion to change the project name for Project no. 20-PARK-01 by striking the words "The Mill Creek Sports Park Expansion" and replacing them with "The Park Property Acquisition". Councilmember Todd further motioned to strike text on the second line of the description and justification section beginning with "The Mill Creek Park Expansion Project" and replacing them with "The Park Property Acquisition Project". Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

Mayor Pro Tem Holtzclaw made a motion to delete the EGUV Spine Road East Connection (Phase 2) project from the Capital Improvement Plan (CIP). Councilmember Steckler seconded the motion. The motion passed unanimously.

- C. Public Comments/Hearing on the Amendment to the 2019-2020 Mid-Biennium Budget**
(Tara Dunford, Interim Finance Director and Michael Ciaravino, City Manager)

Mayor Pruitt opened the public hearing on the proposed amendments to the 2019-2020 Mid-Biennium Budget at 7:20 p.m. and asked City Manager Michael Ciaravino to begin the conversation. City Manager Ciaravino announced that Interim Finance Director Tara Dunford's last day with the City will be December 5, 2019. He thanked Ms. Dunford for her outstanding work and wished her well.

Interim Finance Director Tara Dunford gave a brief presentation highlighting changes made since the last Council discussion on November 26, 2019 and reminded Council that both the budget amendments and CIP amendments must be adopted in the same

December 3, 2019 REGULAR COUNCIL MEETING MINUTES

meeting.

Council engaged in discussion and asked questions of Ms. Dunford.

Mayor Pruitt opened the public comment portion of the hearing at 7:35 p.m.

Heather Thomas, Public and Government Affairs Manager for Snohomish Health District, asked Council to consider contributing on a per capita basis to the District. Snohomish County Human Services' grant funding for Naloxone is ending at the end of the year. Snohomish Health District will provide Naloxone, training, and community education to Cities who contribute \$1 per capita to the District, effectively taking over the program.

Jon Ramer, Mill Creek resident and Parade Coordinator, reiterated his suggestion that the proposed Chief of Staff position be titled Deputy City Manager.

With no one else wishing to speak, Mayor Pruitt closed the public comment period of the hearing at 7:40 p.m.

Mayor Pruitt reopened the discussion to Councilmembers.

Councilmember Cavaleri thanked Heather Thomas for all of her dedicated hard work. He further stated that he is appalled to see the Naloxone Program eliminated. Councilmember Cavaleri has personally seen Naloxone save lives and stated that he is ready to deliberate the issue if the need arrives.

Mayor Pruitt closed the public hearing at 7:41 p.m.

ACTION ITEMS

- D.** Proposed Ordinance Adoption of the Amendment to the 2019 - 2020 Mid Biennium Budget
(Tara Dunford, Interim Finance Director and Michael Ciaravino, City Manager)

This agenda item, originally item E, was taken out of order and heard before the proposed amendment to the CIP agenda item.

Upon Mayor Pro Tem Holzclaw's motion to adopt the ordinance, Council deliberations began and Council engaged in discussion.

[Finance Agenda Summary](#)

[2. Ordinance](#)

[3. EXHIBIT A REVISED 11.29](#)

[4. Exhibit B](#)

[5. Exhibit C](#)

Councilmember Todd made a motion that the Chief of Staff position be set at a grade 28. No second received. The motion failed.

December 3, 2019 REGULAR COUNCIL MEETING MINUTES

Mayor Pro Tem Holzclaw moved to adopt Ordinance 2019-856 amending the 2019-2020 budget. Councilmember Steckler seconded the motion. The motion passed unanimously.

- E. Proposed Ordinance Adoption of the Amendment to the 2019 - 2024 Capital Improvement Plan
(Gina Hortillosa, Public Works and Development Services Director)

[Agenda Item Rev1](#)

[Attachment A 2019-2024 CIP Amended 12-2019 Updated 11-29](#)

[Attachment B ORD CIP](#)

[Presentation PW Shop SLWD](#)

Councilmember Cavaleri moved to adopt Ordinance 2019-857 amending the 2019-2024 Capital Improvement Plan (CIP). Councilmember Todd seconded the motion. The motion passed unanimously.

OLD BUSINESS

Correcting Ordinance Reference Numbers in Two (2) Motions

- F. A motion for the adoption of Ordinance No. 2019 - 854 of the City of Mill Creek, Washington, Establishing the Regular Property Tax Levy Upon All Property: Real, Personal and Utility Subject to Taxation with the Corporate Limits of the City of Mill Creek for the Fiscal Year Commencing January 1, 2020; and Establishing an Effective Date.
- G. A motion for the adoption of Ordinance No. 2019 - 855 of the City of Mill Creek, Washington, Establishing the Emergency Medical Services Property Tax Levy Upon all Property; Real, Personal and Utility Subject to Taxation Within the Corporate Limits of the City of Mill Creek for the Fiscal Year Commencing January 1, 2020; and Establishing an Effective Date.

Councilmember Steckler moved to correct scrivener's errors in the ordinance numbers assigned to the City's annual property tax levy and emergency medical services property tax levy. The Council ratifies its approval of said ordinances on November 26, 2019 and directs the City Clerk to assign the correct ordinance numbers and report the ordinances as thereafter required by law. Councilmember Cavaleri seconded the motion.

Council engaged in discussion with legal counsel.

Councilmember Steckler revised his motion and moved to correct scrivener's errors in the ordinance numbers assigned to the City's annual property tax levy and emergency medical services property tax levy. The Council hereby ratifies its approval of said ordinances on November 26, 2019 and directs the City Clerk to assign the correct ordinance numbers, being 2019-854 and 2019-855, and report the ordinances as thereafter required by law. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

December 3, 2019 REGULAR COUNCIL MEETING MINUTES

CONSENT AGENDA

- H. [City Council Meeting Minutes of June 4, 2019](#)

Mayor Pro Tem Holzclaw asked that the June 4, 2019 meeting minutes be pulled from the consent agenda.

- I. [City Council Meeting Minutes of November 26, 2019](#)

At 8:27 p.m. Mayor Pro Tem Holzclaw moved to extend the meeting to 9:00 p.m. **Councilmember Todd** seconded the motion. The motion passed unanimously.

REPORTS

- J. Mayor/Council

Mayor Pruitt asked Councilmembers to bring their calendars to the next meeting in order to set a date for a Council retreat with the City Manager in January or February.

Councilmember Steckler reminded everyone of the Christmas parade on Saturday December 7, 2019. Councilmember Steckler also encouraged attendance at the Mill Creek Chorale performance also on Saturday December 7, 2019.

Councilmember Vignal stated that she would be attending the Christmas parade.

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

AUDIENCE COMMUNICATION

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

There were no audience comments this evening.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

Council recessed into Executive Session at 8:35 p.m.

- M.
- To discuss real estate matters pursuant to RCW 42.30.110(1)(b)
 - To discuss the minimum price of real estate offered for lease pursuant to RCW 42.30.110 (1)(c)

No action was taken.

RECONVENE TO REGULAR SESSION

- N. At approximately 8:56 p.m. Council reconvened into regular session.

December 3, 2019 REGULAR COUNCIL MEETING MINUTES

ADJOURNMENT

- . With no objection, Mayor Pruitt adjourned the meeting at 8:56 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

December 3, 2019 REGULAR COUNCIL MEETING MINUTES



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, December 10, 2019

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Vince Cavaleri, Councilmember

Councilmember Vignal made a motion to excuse Councilmember Cavaleri due to illness. Councilmember Todd seconded the motion. The motion passed unanimously.

AUDIENCE COMMUNICATION

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

Chuck Wright, a Mill Creek resident, discussed his willingness to serve on a committee to recognize and memorialize outstanding citizens of Mill Creek.

Carmen Fisher, a Mill Creek resident, praised the City and event staff for a fantastic Santa Parade and tree lighting event. Ms. Fisher appreciated the improvements made to parking and traffic flow for the event. Finally, Ms. Fisher thanked Council for their robust discussion at the last Council meeting and for giving a time certain to reconvene after executive session.

PRESENTATIONS

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

B. Audit Exit Conference
(Sarrah Superville, Assistant State Auditor)

City Manager Michael Ciaravino invited the audit team to the table to give their presentation. State Auditor's Office Supervisor Kirk Gadbois introduced the audit team and gave the floor to Sarrah to share the results of the Accountability and Financial Statement Audits.

State Auditor Sarrah Superville opened by expressing her appreciation of the City's efforts and thanked City staff for their friendly and professional assistance throughout the audit process.

Ms. Superville began with the accountability audit findings stating that she was happy to report that the City complied with all State laws, regulations and policies and provided adequate controls and safeguarded the public's money in almost every aspect of the audit scope. The areas examined in the Accountability Audit included:

- Accounts payable – general disbursements, credit cards, and other expenditures
- Cash receipting – voids
- IT security policies and procedures over system user access
- Payroll – leave balances, severance pay, and gross wages
- Oversight and compliance of interim employee contracts
- Self-insurance for unemployment
- Procurement – purchases using emergency declarations
- Financial condition and fiscal sustainability
- Open public meetings – documentation of minutes, executive sessions and special meetings

Ms. Superville reported that the City had no findings of significance and that all prior findings had been fully corrected.

Audit Supervisor Kirk Gadbois walked Council through the management letter which identifies areas for improvement.

Mr. Gadbois explained that the Financial Statement Report is really two reports in one with the first being internal controls of financial statement preparation and compliance with laws, regulations, contracts and grant agreements. The results of the audit disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Finally Mr. Gadbois reported that the audit of the financial statements themselves was clean and that the City has done a good job.

Council engaged in discussion.

C. Mill Creek Blvd. Sub-Area Plan Update
(Tom Rogers, Planning Manager)

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

Planning Manager Tom Rogers gave a brief overview of the history and purpose of the Mill Creek Blvd. Sub-Area Plan and continued with a presentation capturing highlights from the Planning Advisory Committee's (PAC) November meeting. Discussion items included:

- Existing zoning allowances and potential for new zoning regulations
- Existing wetland buffers and the need for new stormwater facilities
- Stormwater facilities and the potential opportunities for regional treatment and detention facilities

The group also discussed the results of the Community and Stakeholder Workshops. Opinions varied but comments were centered on:

- Addressing problems/issues in the Subarea
- Create a more pedestrian-friendly place
- Enhance North Creek/North Creek Trail/Detention Pond/Green Space
- Enhance the Civic Core
- Transit Connectivity
- Support for Existing and Future Businesses
- Accommodating Growth/Housing Choices

The last item discussed by the PAC was the method to be used in crafting a Vision Statement/Guiding Principles.

Mr. Rogers talked about next steps for the PAC and reported that the next meeting is scheduled for December 18, 2019.

Council engaged in discussion and Q&A.

[Agenda Summary Mill Creek Blvd Update PAC3](#)
[Attachment Project Schedule Dec 10](#)

OLD BUSINESS

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

Director of Public Works and Departmental Services Gina Hortillosa reviewed previous Council touches with this agenda item.

At the September 10, 2019, Council meeting, the Council discussed SHB 1406. The consensus of the Council was:

- that the funds from the revenue sharing program may be a valuable tool in addressing the need for affordable and supportive housing
- that passing a resolution of intent would make the City eligible to adopt the state sales and use tax credit.

On October 8, 2019, the City Council adopted Resolution 2019-583 declaring the

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

intent of the City Council to adopt an ordinance authorizing the state sales and use tax credit for affordable and supportive housing.

City Council also discussed the advantages of waiting until after the Snohomish County adopted an ordinance implementing the state sales and use tax credit to maximize the funds received by the County. Snohomish County adopted its ordinance on October 14, 2019.

At this time Director Hortillosa recommends adoption of the proposed ordinance.

[Agenda Summary House Bill 1406](#)

[Attachment A - MRSC Article](#)

[Attachment B RES 2019-583 House Bill 1406](#)

[Attachment C Snohomish County's Adopted Ordinance 19-062](#)

[Attachment D Draft Ordinance HB 1406](#)

Councilmember Todd made a motion to adopt Ordinance 2019-857 adopting a state sales and use tax credit for affordable and supportive housing pursuant to SHB 1406 and Council Resolution 2019-583. Councilmember Steckler seconded the motion. The motion passed unanimously.

NEW BUSINESS

- E. Memorandum Of Understanding (MOU) with AFSCME Union to include a new Surface Water Engineer classification
(Gina Hortillosa, Director of Public Works and Development Services)

City Manager Michael Ciaravino explained the need for a Memorandum of Understanding (MOU) with the AFSCME Union to include the new Surface Water Engineer position, adopted with the budget on December 3, 2019, in its classification and corresponding pay range in the existing agreement.

Director of Public Works and Development Services Gina Hortillosa provided an overview of the general job description and essential job functions. The job functions are summarized as follows:

- Regulatory requirements such as implementing and managing the NPDES permit requirements
- Fieldwork including water quality and hydrology sampling and field inspection of public and private stormwater facilities
- Maintenance of City Infrastructure tasks include developing a maintenance schedule, preparing and managing contracts, and supporting City maintenance crews
- Project delivery includes performing project management activities, support all phases of City aging surface water infrastructure capital improvements, and provide technical assistance for beaver dam management
- Funding opportunities such as investigating grant opportunities to support the maintenance and enhancement of the City's surface water infrastructure and fish passage projects

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

- GIS tasks including providing assistance in maintaining data layers for use in GIS providing leadership in the development of a geospatially accurate map of City surface water infrastructure
- Customer service tasks such as responding to public surface water inquiries
- Participation in professional associations such as WRIA 8.

Council engaged in discussion.

[Agenda Summary Surface Water Engineer](#)
[Attachment A Surface Water Engineer \(10-2019\)](#)
[Attachment B MOU SW Engineer AFSMCE 11.7.2019](#)

Councilmember Steckler made a motion to authorize the City Manager to execute a Memorandum of Understanding (MOU) with AFSCME Union to include a new Surface Water Engineer classification and corresponding pay range in the existing agreement. Councilmember Bond seconded the motion. The motion passed unanimously.

- F. Department of Ecology (DOE) Surface Water \$50,000 Grant
(Gina Hortillosa, Director of Public Works and Departmental Services and Matthew Feeley, Supervising Engineer)

Director of Public Works and Departmental Services Gina Hortillosa began with the history of grants received by Mill Creek and emphasized that there is no required City match to receive the \$50,000 grant. Ms. Hortillosa discussed two projects the City would recommend the grant money be used for:

- Geographic Information System (GIS) - The creation of a GIS map and database that will accurately map, the physical location and attribute information of catch basin structures, stormwater pipes, detention vaults and other stormwater facilities within the City
- Small Pipe Assessment - In 2018, the City completed the assessment of its large surface water pipe (18 inch diameter or greater). Smaller pipes have not yet been assessed and they represent approximately 86% of the City's surface water infrastructure

Supervising Engineer Matthew Feeley discussed the existing infrastructure and its limitations stating that the current GIS system is outdated and somewhat inaccurate. Mr. Feeley encouraged Council to consider how new technology could benefit the City. As an example, Mr. Feeley showed Council the City of Edmonds GIS map system and the level of detail the system provides.

Council engaged in discussion.

[Water Quality Stormwater Capacity Agenda](#)
[Attachment A. DOE Grant Agreement](#)
[Water Quality Stormwater Capacity Grant](#)

Councilmember Steckler made a motion to authorize the City Manager to execute an agreement with the Washington State Department of Ecology (DOE)

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

to receive up to \$50,000 for the purpose of assisting the City of Mill Creek fund water quality stormwater activities. Councilmember Todd seconded the motion. The motion passed unanimously.

CONSENT AGENDA

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

Mayor Pro Tem Holtzclaw made a motion to approve the consent agenda. Councilmember Todd seconded the motion. The motion passed unanimously.

REPORTS

I. Mayor/Council

Mayor Pruitt reported on the upcoming Council Retreat and stated Council needed to choose a date, location and topics for discussion.

Council engaged in discussion and:

- Selected Saturday, February 22, 2020 for the date of the retreat.
- The location still to be determined but Council Chambers had strong support
- The deadline to submit topics for discussion at the retreat is January 7, 2020

Mayor Pruitt reported that the Santa Parade was wonderful and that the cleanup crew did a great job after the parade.

Mayor Pruitt announced that she is retiring from Snohomish County at the end of the month.

Councilmember Bond spoke in favor of Chuck Wright's idea of recognizing and memorializing outstanding Mill Creek citizens and wondered if there was any other interest from Council.

Council engaged in discussion and determined that Councilmember Steckler would take the idea to the next Art & Beautification Board meeting to vet the idea. Councilmember Steckler will report back to Council at the upcoming retreat as a topic of discussion.

Councilmember Steckler reported that he recently learned about a program that the Mill Creek Police Department is participating in called Shop with a Cop. A child in need is paired with an officer and given a \$50 gift card to shop for presents.

Councilmember Vignal stated that the Santa Parade was wonderful and that she

wanted to recognize and thank the hardworking staff and volunteers who made the event happen.

Mayor Pro Tem Holtzclaw announced that the Housing Alliance Regional Task Force (HART) report is out and he will make sure everyone has access to it. Mayor Pro Tem Holtzclaw announced that the next HART meeting is on January 9, 2020 but he is unable to attend.

Mayor Pro Tem Holtzclaw reported on the status of Vision 2050 and the latest regional developments with regards to the growth allocation percentage for rural Snohomish County.

Councilmember Todd commented on a newly formed legislative commission, Commercial Aviation Coordinating Commission, tasked with looking for and recommending locations for a new commercial airport in Washington state. Six sites are needed to be recommended by January 1, 2021, and a single preferred location must be identified by January 1, 2022.

Annual Certification of Snohomish County Board of Health Representative

Mayor Pruitt initiated the conversation by providing an overview and history of the process for selecting a representative to serve on the [Board of Health](#).

Council engaged in discussion regarding the annual certification process and the board's resolution no. 18-26 amending the board of health membership and City representation.

Councilmember Bond made a motion to recognize this it is the City of Brier's turn to select a representative from their City Council to serve on the Snohomish County Health District Board beginning in 2020 and we support the individual they select as our representative. Councilmember Steckler seconded the motion. The motion passed unanimously.

- J. Councilmember Todd
- [PSRC Update](#)

Councilmember Todd provided Council with a chart from PSRC showing data trends from 2010 to 2018. The chart shows that while the region has seen a big growth in population (12%) and employment (22%), vehicle miles traveled has not seen the same growth (6%) indicating people are finding other ways to get around including mass transit which has seen a 20% increase in boardings during the same period.

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

City Manager Michael Ciaravino

- reported that City Hall is officially closed on December 24, 2019
- updated Council on a potential property acquisition

December 10, 2019 REGULAR COUNCIL MEETING MINUTES

- withdrew the request for tonight's Executive Session

Councilmember Todd made a motion to cancel the December 24, 2019 regular Council meeting. Mayor Pro Tem Holtzclaw seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

- L.** • ~~To discuss items related to litigation pursuant to RCW 42.30.110 (1) (ii)~~
City Manager Michael Ciaravino asked that this item be removed from the agenda.

AUDIENCE COMMUNICATION

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

Jon Ramer, a Mill Creek resident and Parade Coordinator, wished the Council and staff Merry Christmas.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:59 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk



MINUTES

City Council Special Meeting

7:00 PM - Thursday, December 19, 2019

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

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

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

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

CALL TO ORDER

Mayor Pruitt called the special meeting of the Mill Creek City Council to order at 7:00 p.m. and led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

Pam Pruitt, Mayor

Vince Cavaleri, Councilmember

Mike Todd, Councilmember

Mark Bond, Councilmember

John Steckler, Councilmember

Stephanie Vignal, Councilmember

Councilmembers Absent:

Brian Holtzclaw, Mayor Pro Tem

Councilmember Cavaleri made a motion to excuse Mayor Pro Tem Holtzclaw. Councilmember Vignal seconded the motion. The motion passed unanimously.

RECESS TO EXECUTIVE SESSION

(Confidential Session of the Council)

At 7:02 Council recessed into Executive session for 15 minutes. City Attorney Scott Missall was also in attendance.

- A.** Discuss the potential acquisition of real estate per RCW 42.30.110 (1)(b)
Action may or may not be taken.

RECONVENE TO REGULAR SESSION

At 7:17 Council reconvened to Regular session.

Councilmember Todd made a motion to authorize the City Manager to sign Addendum No. 1 to the July 3, 2019 real estate purchase and sale agreement by

December 19, 2019 SPECIAL COUNCIL MEETING MINUTES

and between the City of Mill Creek and the Diocese of Olympia. Councilmember Steckler seconded the motion. The motion passed unanimously.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 7:19 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk

December 19, 2019 SPECIAL COUNCIL MEETING MINUTES