

CITY COUNCIL AGENDA

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



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

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

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

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

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

Next Ordinance No. 2020 - 861

Next Resolution No. 2020 - 588

**June 23, 2020
City Council Meeting
6:00 PM**

Virtual City Council Meeting

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

You can also dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (312) 757-3117

Access Code: 733-537-109

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/733537109>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

- B. Pride Month Proclamation

OLD BUSINESS

- C. Heron Park Acceptance of Donation Ordinance Adoption
(Tom Rogers, Planning Supervisor)

NEW BUSINESS

- D. Addendum No. 1 To Contract 2018-1461 For Building Plan Review Consultant Services
(Tom Rogers, Planning Supervisor)
- E. An Ordinance Of The City Of Mill Creek, Washington To Amend The Mill Creek Municipal Code Section 6.08.10 Providing The Ability To Appeal The Declaration Of A Potentially Dangerous Animal
(Scott Eastman, Acting Chief)

STUDY SESSION

- F. COVID-19 Revenue Projections
(Jeff Balentine, Director of Finance)

CONSENT AGENDA

- G. Approval of Checks #62078 through #62133 and ACH Wire Transfers in the Amount of \$1,092,303.41
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
- H. Payroll and Benefit ACH Payments in the Amount of \$281,709.22
(Audit Committee: Councilmember Cavaleri and Mayor Pro Tem Holtzclaw)
- I. City Council Meeting Minutes of June 2, 2020

REPORTS

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

AUDIENCE COMMUNICATION

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

ADJOURNMENT



Pride Month Proclamation

WHEREAS, our nation was founded upon and is guided by a set of principles that that all people are created equal, that every person has the right to life, liberty and pursuit of happiness and that each person be accorded the full recognition by and protection of the law; and

WHEREAS, over the course of our nation's history the sphere of its moral recognition has expanded to include many persons previously marginalized, disenfranchised and subjugated; yet this recognition remains imperfect and this expansion incomplete; and

WHEREAS, Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month is observed annually in the month of June to honor the 1969 Stonewall Uprising and “to recognize the impact that lesbian, gay, bisexual, transgender and queer individuals have had on history locally, nationally, and internationally;” and

WHEREAS, the landmark Supreme Court decision guaranteeing marriage equality in all 50 States in 2015 was a historic victory for LGBTQ Americans, ensuring dignity for same-sex couples and greater equality across state lines; and

WHEREAS, on June 15, 2020, the Supreme Court of the United States ruled that the protections provided by Title VII of the Civil Rights Act of 1964 are also extended to LGBTQ individuals, thereby making it illegal for workplaces to discriminate against employees on the basis of their sexuality and/or gender identity; and

WHEREAS, June, 2020 marks the 50th anniversary of annual LGBTQ Pride observances;

NOW, THEREFORE, I, Pam Pruitt, Mayor of the City of Mill Creek, on behalf of the City Council, do hereby proclaim June 2020 as Lesbian, Gay, Bisexual, Transgender and Queer Pride Month.

Signed this 23rd, day of June 2020

Pam Pruitt, Mayor

Michael G. Ciaravino, City Manager

Attest: _____
Naomi Fay, Interim City Clerk



Agenda Item # _____

Meeting Date: June 23, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: HERON PARK ACCEPTANCE OF DONATION-ORDINANCE ADOPTION

PROPOSED MOTION:

Adopt **Ordinance No. 2020- 861** accepting the donation of labor and materials for the replacement of a pedestrian bridge deck in Heron Park and authorizing the City Manager to execute an agreement with the Mill Creek Rotary Foundation for the construction of a pedestrian bridge deck in Heron Park.

KEY FACTS AND INFORMATION SUMMARY:

On May 5, 2020 Council expressed their desire to accept a donation from the Mill Creek Rotary Foundation for the replacement of a pedestrian bridge deck in Heron Park. This bridge was originally built by the Rotary Club and is located on City property.

RCW 35.21.100 (Donations –Authority to accept and Use) allows Cities and Towns to, by ordinance, accept money or property donated. Ordinance 2018-834 authorizes the monetary material donations; however, the definition of “donation” does not address donations of labor. Section 2.B. of Ordinance 2018-834 provides that the City Council may approve non-monetary donations.

CITY MANAGER RECOMMENDATION:

The City Manager recommends the City Council adopt Ordinance No. 2020- 861 accepting the donation of labor and materials for the replacement of a pedestrian bridge deck in Heron Park and authorizing the City Manager to execute an agreement with the Mill Creek Rotary Foundation for the construction of a pedestrian bridge deck in Heron Park.

ATTACHMENTS:

Ordinance No. 2020 – 861 Accepting The Donation of Labor and Materials For The Replacement Of A Pedestrian Bridge Deck in Heron Park.

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager

ORDINANCE NO. 2020-___

**AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON ACCEPTING
THE DONATION OF LABOR AND MATERIALS FOR THE REPLACEMENT
OF A PEDESTRIAN BRIDGE DECK IN HERON PARK**

WHEREAS, Heron Park is a City Park that was developed in the 1990's; and

WHEREAS, the pedestrian bridge on the west end of the park near Village Green Drive is a popular feature of the park that was originally constructed with labor and materials donated by the Mill Creek Rotary Foundation; and

WHEREAS, the Mill Creek Rotary Foundation wishes to continue its longstanding role in civic involvement and enhancing the quality of life in Mill Creek by once again offering to donate labor and materials to replace the existing deck of the pedestrian bridge on the west end of Heron Park; and

WHEREAS, WHEREAS, RCW 35.21.100 and RCW 35A.70.010 authorizes cities to accept donations of money and/or property by ordinance; and

WHEREAS the Mill Creek City Council wishes to accept the Mill Creek Rotary Foundation's donation subject to the terms of an appropriate agreement; and

WHEREAS Ordinance 2018-834 provides that the City Council may approve retention of non-monetary donations;

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

Section 1. The City Council accepts the original donation of the West Pedestrian Bridge and authorizes the City to accept the donation of labor, materials, and equipment for the replacement of the deck on the West Pedestrian Bridge in Heron Park, subject to the material terms and conditions set forth in the attached Agreement.

Section 2. Following completion and acceptance of the work set forth in the attached Agreement, the City shall undertake ownership, operation and maintenance of the new pedestrian bridge deck and all other bridge elements.

Section 3. The City Manager or his designee is authorized to execute the Agreement and to facilitate the delivery of the project while protecting the City's interests.

Section 4. This Ordinance shall be in full force and effect five days after publication of a summary hereof consisting of the title of this Ordinance, in accordance with RCW 35A.13.200.

Adopted this _____ day of _____, 2020, by a vote of _____ for, _____ against, and _____ abstaining.

APPROVED:

MAYOR PAM PRUITT

ATTEST/AUTHENTICATED:

NAOMI FAY, INTERIM CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
GRANT DEGGINGER, INTERIM CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

ORDINANCE NO.: _____

Attachments: AGREEMENT FOR THE CONSTRUCTION OF PEDESTRIAN BRIDGE
DECK IN HERON PARK, CITY OF MILL CREEK

AGREEMENT FOR THE CONSTRUCTION OF PEDESTRIAN BRIDGE DECK
IN HERON PARK, CITY OF MILL CREEK CONTRACT NO. 2020-__

I. PARTIES

The Parties to this Agreement for the Construction of Pedestrian Bridge in Heron Park are the City of Mill Creek, a Washington Municipal Corporation (the “City), and the Mill Creek Rotary Foundation, a Washington non-profit corporation (“The Foundation”).

II. RECITALS

A. Heron Park (the “Park”) is part of the City of Mill Creek’s park system. The Park was constructed in 1990’s.

B. The Park contains two pedestrian bridges. One of the bridges is located on property owned by the Parkside Home Owners Association. The other pedestrian bridge is located at the West side of the Park near Village Green Drive on property owned by the City (referred to as the “West Pedestrian Bridge”).

C. The Foundation is a service club with a long history of civic involvement which has included performing the original construction of the pedestrian bridges in Heron Park. Recently, the Foundation donated the labor and materials to replace the decking on the pedestrian bridge owned by the Parkside Homeowners Association.

D. The Foundation has offered to retain a contractor and provide the design, labor and materials to replace the decking on the West Pedestrian Bridge in consideration for the City agreeing to waive permit fees and to provide the ongoing maintenance for the new bridge deck.

E. The Mill Creek City Council has adopted Ordinance _____, authorizing acceptance of The Foundation’s donation subject to execution of this Agreement.

III. AGREEMENT

In consideration for the mutual promises set forth in above, the Parties covenant and agree as follows:

A. Design and Construction of Pedestrian Bridge by The Foundation

The Foundation shall perform the following services:

1. Prepare plans for (a) demolition of the existing West Pedestrian Bridge deck, and (b) construction of a new walkway deck for the West Pedestrian Bridge (the “Work”). The location of the Work is further identified on the attached Exhibit 1.

2. Apply for all permits necessary to construct the Work. Before any work is commenced, all plans must be submitted to the City for review and approval, and all necessary

132583.0004/8056156.1

permits must be issued. In consideration for The Foundation's performance of the Work, the City will waive all permit fees and review charges.

3. The Foundation shall retain a licensed and bonded general contractor acceptable to the City to perform the Work, including but not limited to supplying all labor, equipment and materials required for the demolition of the existing walkway deck, construction of the new walkway deck, applying all finishes to the new walkway deck, removal and proper disposal of all demolished materials, protecting the public during construction, protecting city property during construction and cleaning up the site when the Work is completed. Prior to commencing the Work, the contractor shall agree to perform in accordance with and be bound by the terms of this Agreement.

B. Time For Performance of the Work.

1. Following the City's approval of all plans and issuance of all necessary permits, construction shall commence on a date mutually agreed to by the Parties.

2. Construction shall not commence until such time that new construction is permitted to occur pursuant to any orders, proclamations or regulations promulgated by the Governor and/or any state agency due to the COVID-19 pandemic.

3. The Foundation estimates that the Work will take one day and that the value of the Work is approximately \$5,000.

C. Site Safety

1. The Foundation shall be responsible for the safety of all employees, contractors, subcontractors and/or volunteers performing work on the Project and it shall comply will all laws, regulations, and ordinances applicable to the Work including but not limited to all worker and site safety requirements for construction promulgated under the Governor's Proclamation 20-25, its amendments and regulations.

2. Prior to commencing the Work, The Foundation shall submit its site safety plan for review by the City. The City's review shall not affect The Foundation's responsibility for site safety.

3. The Foundation shall be responsible for protecting all City property and all private property from damage while performing the Work.

D. Insurance

1. The Foundation shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by its Contractor, its agents and/or volunteers, representatives, or employees.

2. The Foundation shall obtain insurance of the types described below:

(a) 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 with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The City shall be named as an additional insured under the Mill Creek Rotary Automobile Liability insurance policy.

(b) 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, with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City shall be named as an insured under the Mill Creek Rotary Commercial General Liability insurance policy.

(c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(d) The 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 Mill Creek Rotary's insurance and shall not contribute with it.

(e) The Foundation may comply with the insurance requirements by having its contractor provide the required coverages subject to the City's review and approval of the policies and required endorsements.

E. Indemnification

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

2. Indemnitor's obligations under this Section include, but are not limited to, all claims against an Indemnified Party by an employee or former employee of Indemnitors, or any of its contractor's or subcontractor's employees. For this purpose, Indemnitors expressly waive, 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 CITY, INDEMNITORS CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

3. Indemnitor'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.

F. General Provisions

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. In the event of any conflict in terms found in this Agreement and the Exhibits, the terms found in this Agreement shall control.

2. Assignment. Except as authorized herein, Mill Creek Rotary shall not assign all or any portion of its duties or obligations under this Agreement without the City's prior written consent.

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

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.

5. Compliance with Laws. Mill Creek Rotary shall comply with all applicable federal, state, and local laws and regulations, and City ordinance in performing this Agreement.

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.

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.

8. Electronic PDF File Transmission. This Agreement and all subsequent notices or modifications may be executed by the Parties and transmitted by electronic transmission of a PDF

file and, if so executed and transmitted this and all subsequent notices or modifications will be for all purposes as effective as if the Parties had delivered an executed original. Electronic transmission shall be sent to the following individuals at the email addresses provided below:

For the City

Gina Hortillosa

ginah@cityofmillcreek.com

For The Foundation

With Copies to:

With Copies to:

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

DATED this _____ day of _____, 2020.

CITY OF MILL CREEK

MILL CREEK ROTARY FOUNDATION

Michael Ciaravino, City Manager

Title

ATTEST:

Naomi Fay, Interim City Clerk

CITY OF MILL CREEK

CITY OF MILL CREEK

Gina Hortillosa, Director of Public Works and Development Services

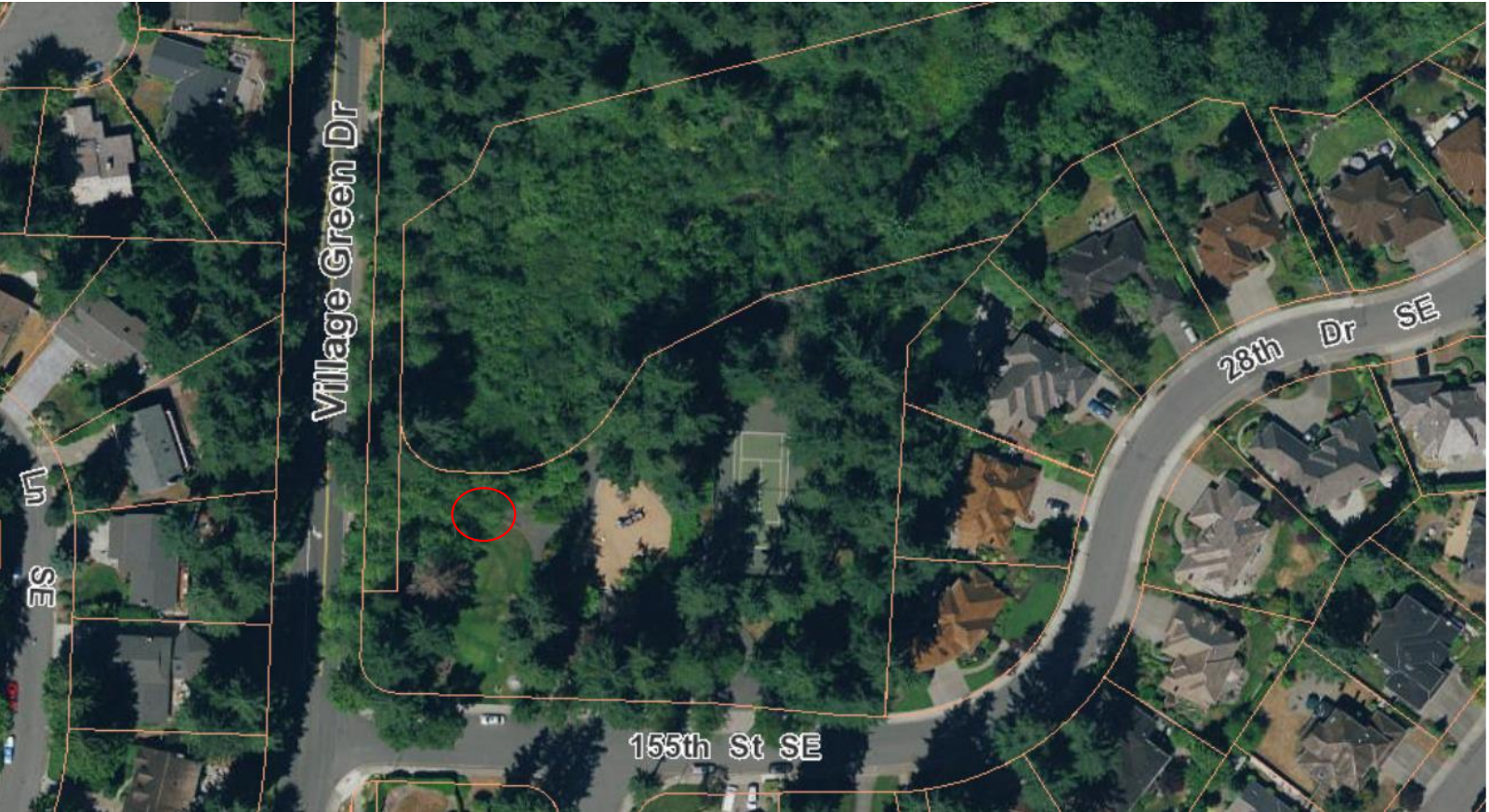
Jeffrey Ballantine, Finance Director

APPROVED AS TO FORM:

Grant Degginger
Interim City Attorney

ATTACHMENTS: Exhibit 1 Photograph depicting location of the Work

Attachment Exhibit 1



West Pedestrian Bridge Location



Agenda Item # _____
Meeting Date: June 23, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: ADDENDUM NO. 1 TO CONTRACT 2018-1461 FOR BUILDING PLAN REVIEW CONSULTANT SERVICES

PROPOSED MOTION:

Authorize the City Manager to execute Addendum No. 1 to Contract 2018-1461 for building plan review consultant services with Pacific Rim to: 1) increase the maximum amount of the contract to a not to exceed amount of \$138,822.95; and 2) reduce the contract Fixed Rate fee from 70% to 60% for City plan review services.

KEY FACTS AND INFORMATION SUMMARY:

Background

The City usually employs a full-time Building Official who provides building plan review and inspection services. Historically, the City has also had a contract for plan review consultant services to provide building inspections and minor plan reviews when the Building Official is out of the office for scheduled training or vacation. In addition, during particularly busy periods, the City has used consultant services to conduct building inspections so the Building Official can focus on plan reviews.

On October 3, 2019, the City's Building Official resigned to take the Building Official job for Snohomish County. As a result, the City has found it necessary to use consultant services to provide plan review and inspection services for our customers.

To perform the plan reviews, the City has been utilizing Pacific Rim (Attachment A). To date, the City has paid \$19,800.33 of the total contract amount to Pacific Rim. The terms of the current contract stipulate that the consultant receives a flat fee of 70% of the plan review fee that is paid to the City by the applicant. The amount of the fee is based upon the valuation of the structure as established in the International Building Code.

Need to Amend Contract

Since October 2019, (after the Building Official resigned) several high value building permits associated with The Farm development required building plan review; and thus, staff directed Pacific Rim to conduct the plan reviews. The City's existing contract with Pacific Rim was executed in August 2018 and has a not to exceed expenditure limit of \$50,000. In the past, the \$50,000 limit was satisfactory because the services were infrequently used and the building values were much less than the value of the buildings in The Farm. However, because of the high value of the structures associated with The Farm, the permit review fees that Pacific Rim has invoiced the City since October 2019 exceed the \$50,000 contract threshold (overage amount is \$88,822.95).

In accordance with the City's Procurement Procedure Manual Section 6.2 (Contract Amendment),

City Council Agenda Summary

Page 2

City Council approval is needed when a contract, including amendments, exceed \$50,000. City Staff and the consultant should have realized that the work being performed would exceed the \$50,000 contract limit. Unfortunately that was not the case and the work took place at the Planning Manager’s direction prior to realizing the contract was going over budget and getting a contract with a higher limit approved by the Council.

Reduced Fixed Rate Fee

In the process of preparing an amendment to the contract, staff and Pacific Rim have negotiated a lower Fixed Rate Fee for plan review. As stated above, the existing contract sets the rate at 70% of the plan review fee paid to the City by the applicant. The proposed addendum reduces the rate to 60%, which will be applied retroactively to work completed since October 1, 2019. Table 1. summarizes information for the three outstanding invoices (Attachment B).

Table 1. Pacific Rim Outstanding Invoices

Invoice #	Total Plan Review Fee	60% Consultant Fee	Fee retained by City
11-2019	\$107,372.13	\$64,423.22	\$42,948.91
12-2019	\$16,703.58	\$10,022.12	\$6,681.46
01-2020	\$74,262.14	\$44,557.28	\$29,704.86
Total	\$198,337.85	\$119,022.62	\$79,335.23

The proposed addendum would raise the maximum contract amount from \$50,000 to \$138,822.95.

Next Steps

After paying the invoices for the work already completed, the City plans to terminate the contract with Pacific Rim. Professional services will be provided by SAFEbuilt, Inc. under an existing contract with the City.

In addition, City Staff is currently preparing a Request for Qualifications (RFQ) to reach out to a wide pool of consultants and competitively award a contract to a consultant to provide building plan review, building inspections, and Building Official duties as needed.

As stewards of public safety and for quality assurance purposes, the City directed SAFEbuilt, Inc. to conduct a peer review of the work completed by Pacific Rim. The work was deemed satisfactory.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager to execute Addendum No. 1 to Contract 2018-1461 for building plan review consultant services completed by Pacific Rim to a not to exceed amount of \$138,822.95.

City Council Agenda Summary
Page 3

ATTACHMENTS:

- Attachment A: Contract 2018-1461
- Attachment B: Pacific Rim Outstanding Invoices
- Attachment C: Addendum No. 1 to Contract 2018-1461

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager

**CITY OF MILL CREEK CONTRACT NO. 2018- 1461
CONTRACT FOR BUILDING PLAN REVIEW
CONSULTANT SERVICES**

1. Parties

1.1 THIS AGREEMENT entered into this 5th day of August 2018, is between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington 98012 (hereinafter City), and Pacific Rim, 702 Priest Point Drive NW, Tulalip, Washington 98271, (hereinafter Consultant).

2. Recitals

2.1 The City desires to contract with Consultant to serve as the City's Building Official, including such duties as building permit plan review, building inspection services and additional services as required 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 necessary to perform the Scope of Services/ Performance Schedule attached as Exhibit A and incorporated by this reference. All services shall be conducted in a professional manner and to professional standards and shall meet the approval of the Director of Community Development and/or City Council, as appropriate.

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

4. Time of Performance

4.1 Consultant shall commence work as directed by the City and in conformance with the timeframes outlined in the Scope of Work/Performance Schedule attached as Exhibit A and incorporated by this reference. Consultant understands that time is of the essence and agrees to complete all work in a timely manner.

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, as included in Exhibit B and incorporated by this reference

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.

5.3 Total compensation due under this Agreement shall in no event exceed \$50,000.

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 Consultant in the performance of this Agreement, whether in draft or final form and whether written, computer or other form, shall be the property of the City, and shall be delivered promptly to the City upon termination of this Agreement.

8. Indemnification / Hold Harmless

8.1 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 negligent, reckless, or intentionally 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.

8.2 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.

9. Insurance

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

9.2 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.

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

9.3.1 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.

9.3.2 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.

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

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

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

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

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

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

9.5 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.

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

9.7 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.

9.8 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.

9.9 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.

10. Termination/Term

10.1 Either party may suspend or terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party 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.

10.2 Unless terminated earlier pursuant to Section 10.1 of this Agreement, or extended by written agreement of the parties, this Agreement will terminate on December 31, 2020.

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.

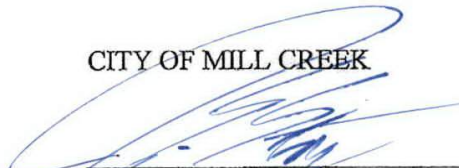
11.6 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

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.

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

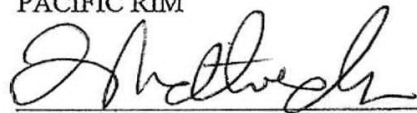
DATED this 10 day of August 2018

CITY OF MILL CREEK



Bob Stowe, Interim City Manager

PACIFIC RIM



Tim Nordtvedt, Principal

ATTEST:



Gina Pfister, Acting City Clerk

APPROVED AS TO FORM:

BY: 

Scott Missall, City Attorney

ATTACHMENTS:

- EXHIBIT A: Scope of Services/Performance Schedule
- EXHIBIT B: Compensation Schedule
- EXHIBIT C: Insurance Verification

EXHIBIT A

SCOPE OF SERVICES/PERFORMANCE SCHEDULE

1. BUILDING OFFICIAL

- A. Pacific Rim will provide Building Official services for code interpretation and administrative needs such as ordinance review and update, inspections, training and reports in accordance with the Tennant Landlord Act, staffing needs and department budget development and review. Building Official services for administrative needs shall be preauthorized in writing by the Director of Community and Economic Development.
- B. Attendance at meetings to represent the City (e.g., WABO and MyBuildingPermit.com), when requested by the City, will be charged at the hourly rates shown in Compensation Schedule (Exhibit B). Attendance at such meetings requires written preauthorization by the City.

2. PLAN REVIEW

Pacific Rim will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and City of Mill Creek (City).

- A. The City will determine which plans are to be reviewed by the Consultant.
- B. The City will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- C. Pacific Rim will be responsible for the transportation and cost of returning permit review documents back to the City. The City will be responsible for the transportation and cost of delivering permit review documents to Pacific Rim.
- D. Pacific Rim will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.
- E. Pacific Rim may perform plan review on or off site.

- F. The Consultant will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and the City with corrections within the time frames listed below:

<u>Project Type</u>	<u>Initial Review</u>	<u>Re-Review</u>
Single-Family	15 days (3 weeks)	10 days (2 weeks)
Multifamily	30 days (6 weeks)	20 days (4 weeks)
Commercial	30 days (6 weeks)	20 days (4 weeks)

Turn-around for all other types of permit applications is to be negotiated. Very large or complex projects may necessitate additional days with the concurrence of both parties.

- G. Pacific Rim will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.
- H. If corrections or additions are required, the Consultant will write a review letter addressed to the applicant. This review letter will be sent to the City's Building Permit Coordinator. The City will then send the Pacific Rim review letter, along with any additional City requirements to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.
- I. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and the City with additional revision requests within the time frames specified above.
- J. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

3. BUILDING INSPECTION SERVICES:

Pacific Rim will provide a certified building inspector to perform the following services:

- A. Upon written preauthorization by the Director of Community and Economic Development, inspector will perform building inspection work for the City.
- B. At the request by the City, the inspector shall be asked to perform one or more of the following inspection tasks:
- a. non-structural fire and life safety inspections
 - b. structural inspections

- c. energy code inspections
 - d. barrier free inspections
 - e. mechanical & plumbing inspections
- C. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable City Building Codes.
- D. Inspections will be done in accordance with the codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

**EXHIBIT B
COMPENSATION SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>
Building Inspector	\$80
Combination Inspector	\$85
Plan Reviewer - nonstructural	\$130
Structural P.E.	\$150
Civil/site plan review (P.E.)	\$130
Administration Assistance	\$75

1. PLAN REVIEW FEES:

Residential:

Single-Family Dwellings will be charged at 70% of City's collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the City's Municipal Code.

At the request of the City and concurrence by Consultant, plan review fees may be determined to be charged at the hourly rate as identified in Compensation Schedule (Exhibit B) as opposed to the following "fixed fee" rates.

Non-Residential:

A. Complete Plan Review

IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, *IMC and/or UPC*.
70% of the City collected Plan Review fee.
(\$250 minimum)

B. Partial Review

Will consist of one of the following:

- IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review
- OR-

- IBC Structural ONLY

40% of the building plan review fee calculated. (\$250 minimum)

- C. Mechanical/Plumbing (issued as separate permit)
When permit for such work is issued separately from a building combination permit and permit fee is based on valuation of such work separate from building permit, fee will be assessed at the partial review percentage noted above. If permit fee is based on unit fee per the IMC or UPC, fee will be charged the hourly rate.
- D. Civil/Site Plan Review will be charged at the hourly civil plan review rates.
These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Compensation Schedule (Exhibit B).

2. ADDITIONAL:

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the hourly rate.
- B. In-house plan review and other services will be provided as desired by the City and agreed upon by the Consultant on a time-and-expense basis using an hourly rate.
- C. Valuation figures used to determine the plan review fees will be calculated based on the City's Fee Resolution. The plan review fee will be determined by the City and submitted to the Consultant for each project for review and approval.
- D. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. A complete initial review shall constitute an earned fee for both City and Consultant.
- F. The City shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the City.
- G. The cost of delivering plans for review to Consultant will be incurred by the City. The cost of delivering reviewed plans back to City will be incurred by Consultant.
- H. Hourly rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services.
- I. All mileage included by Pacific Rim inspector will be reimbursed at the most current IRS rate, currently \$0.545 per mile. Mileage will not be assessed on travel using client supplied vehicle.
- J. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays or City Holidays will be performed only at specific request

of the City. Billing for work performed outside normal work hours are on Saturdays, Sundays, or City Holidays shall be at 150% of the rates shown above.

K. This Schedule of Hourly Rates is effective as of January 1, 2018. Rates are subject to annual review.

EXHIBIT C
INSURANCE VERIFICATION
(PLEASE ATTACH)

G:\City Contracts\2016 Contracts\Pacific Rim - Plan Review.docx



PACRI-5

OP ID: LE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2018

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

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

PRODUCER Snapper Shuler Kenner Ins Brown & Brown of WA Inc dba P.O. Box 551 Lynden, WA 98264 Heather Savery	360-354-4488	CONTACT NAME: Heather Savery PHONE (A/C, No, Ext): 360-354-4488 FAX (A/C, No): 360-354-1946 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: Ohio Casualty Insurance Co NAIC # 24074 INSURER C: Victor O. Schinnerer & Co Inc INSURER D: INSURER E: INSURER F:	
INSURED Pacific Rim Code Services Inc Julie Nordtvedt 702 Priest Point Dr NW Tulalip, WA 98271		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BZS56575426	01/24/2018	01/24/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ CSL \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56575426	01/24/2018	01/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO56575426	01/24/2018	01/24/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BZS56575426 STOP GAP	01/24/2018	01/24/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Professional Liab			MCH288367593	01/24/2018	01/24/2019	Limit \$ 1,000,000 Ded 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Mill Creek Tom Rogers Director of Planning 15728 Main St. Mill Creek, WA 98012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

PACIFIC RIM CODE SERVICES, INC

702 Priest Point Drive NW
Marysville, WA 98271

Invoice

Date	Invoice #
11/29/2019	#11-2019

Bill To
City Of Mill Creek Att: Tom Rogers 15728 Main Street Mill Creek, WA 98012

P.O. No.	Terms	Project
	Net 60	

Quantity	Description	Rate	Amount
1	Plan Review - The Farm - Building F - B2019-0550 - Plan Check - \$88,867.64	53,320.58	53,320.58
1	Plan Review - The Farm - Retail Building B - B2019-0571 - Plan Check - \$2,317.77	1,390.66	1,390.66
1	Plan Review - The Farm - Retail Building 2A - B2019-0572 - Plan Check - \$3,075.35	1,845.21	1,845.21
1	Plan Review - The Farm - Retail Building A1 - B2019-0573 - Plan Check - \$4,521.56	2,712.93	2,712.93
1	Plan Review - The Farm - Retail Building C- B2019-574 - Plan Check - \$4,655.33	2,793.19	2,793.19
1	Plan Review - Smart Shop Stop Sign - B2019-0649 Plan Check - \$227.24	136.34	136.34
1	Plan Review - AT&T Wall Sign - B2019-0668 Plan Check - \$58.73	35.23	35.23
1	Plan Review - Bautista BR / Addition B2019-0664 Plan Check - \$310.96	186.57	186.57
1	Plan Review - Ventura Church Monument Sign - B2019-0663 Plan Check - \$187.59	112.55	112.55
1	Plan Review - Millett Bathroom Remodel - B2019-0666 Plan Check - \$177.68	106.60	106.60
1	Plan Review - Code Ninja's TI - B2019-0620 Plan Check - \$800.57	480.34	480.34
1	Plan Review - Gurz Interior Remodel - B2019-0650 Plan Review - \$691.37	414.82	414.82
1	Plan Review - Stellar Family Orthodontics - TI - B2019-0683 Plan Review - \$1480.34	888.20	888.20
<i>107372.13</i>			
		Total	\$64,423.22

PACIFIC RIM CODE SERVICES, INC

702 Priest Point Drive NW
Marysville, WA 98271

Invoice

Date	Invoice #
12/31/2019	12-2019

Bill To
City Of Mill Creek Att: Tom Rogers 15728 Main Street Mill Creek, WA 98012

P.O. No.	Terms	Project
	Net 60	

Quantity	Description	Rate	Amount
1	Plan Review - Clocktower Storage - Building A - B2019-0628 - Plan Review - \$686.60	411.96	411.96
1	Plan Review - Clocktower Storage - Building B - 2019-0629 - Plan Review - \$9,086.12	5,451.67	5,451.67
1	Plan Review - Clocktower Storage - Building C - B2019-0630 - Plan Review - \$1627.76	976.65	976.65
1	Plan Review - Kahssai SFR - B2019-0670 - Plan Review - \$2362.13	1,417.27	1,417.27
1	Plan Review - Thompson ADU - B2019-0567 Plan Review - \$282.23	169.33	169.33
1	Plan Review - Everett Clinic Pediatrics TI - B2019-0694 - Plan Review - \$2,131.45	1,278.87	1,278.87
1	Plan Review - Mathnasium Expansion - B2019-0696 Plan Review - \$276.80	166.08	166.08
1	Plan Review - Bank of America Wall Sign - B2019-0674 - Plan Review - \$68.64	41.18	41.18
1	Plan Review - Premier Physical Therapy Wall Sign - B2019-0676 - \$181.85	109.11	109.11
<i>16703.58</i>			
		Total	\$10,022.12

PACIFIC RIM CODE SERVICES, INC

702 Priest Point Drive NW
Marysville, WA 98271

Invoice

Date	Invoice #
12/31/2019	#01-2020

Bill To
City Of Mill Creek Att: Tom Rogers 15728 Main Street Mill Creek, WA 98012

P.O. No.	Terms	Project
	Net 60	

Quantity	Description	Rate	Amount
1	Plan Review - The Farm - Building E - B2019-0551 - Plan Check - \$74,262.14	44,557.28	44,557.28
Total			\$44,557.28

**CITY OF MILL CREEK
ADDENDUM NO. 1
TO CONTRACT 2018 – 1461
CONTRACT FOR BUILDING PLAN REVIEW
CONSULTANT SERVICES**

1. Parties

1.1 This Addendum No. 1 (hereinafter Addendum) to the Contract for Professional Services is entered into this ____ day of _____, 2020, between the City of Mill Creek, 15728 Main Street, Mill Creek, Washington (hereinafter City), and Pacific Rim, 702 Priest Point Drive NW, Tulalip, Washington, 98271 (hereinafter Consultant).

2. Recitals

2.1 The parties have previously entered into a Contract for Professional Services for Building Plan Review on August 3, 2018 (hereinafter Original Agreement) and wish to amend the total Authorized Compensation and the Compensation Schedule set forth in the Original Agreement.

IN CONSIDERATION of the mutual benefits and advantages conferred by this Addendum, the City and Consultant agree to the following modifications and additions to the Original Agreement.

3. Addendum to Contract

3.1 Section 5.3 of the Original Agreement is amended to read as follows:

Total Compensation due under this agreement shall in no event exceed \$138,822.95.

3.3 Exhibit B, Compensation Schedule of the Original Agreement is amended so that the Fixed Rate Fee for Residential and Non-residential Plan Review is reduced from 70% to 60%.. This amended Compensation Schedule shall apply retroactively to all invoiced but unpaid services performed in 2019 and 2020.

4. General Provisions

4.1 Entire Agreement. This Addendum constitutes the entire agreement between the parties as to the matter set forth herein, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Addendum.

4.2 Original Agreement Retained. Except as specifically modified herein, the Original Agreement shall remain in full force and effect.

WHEREFORE, the parties on proper authority have executed this Addendum as of the date first written above.

CITY OF MILL CREEK

Pacific Rim

Michael Ciaravino, City Manager

Name:

Title:

ATTEST:

Naomi Fay, Interim City Clerk

APPROVED AS TO FORM:

BY: _____
Grant Degginger, Interim City Attorney

G:\Public Works and Development Services Department\Council Meeting Packages\Building Review Consultant Services\Consultant Contract Addendum.docx



Agenda Item # _____S

Meeting Date: June 23, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: **AN ORDINANCE OF THE CITY OF MILL CREEK, WASHINGTON TO AMEND THE MILL CREEK MUNICIPAL CODE SECTION 6.08.10 PROVIDING THE ABILITY TO APPEAL THE DECLARATION OF A POTENTIALLY DANGEROUS ANIMAL**

PROPOSED MOTION:

Motion to adopt Ordinance 2020- 862 amending the Mill Creek Municipal Code Section 6.08.10 related to the appeal of a proclamation of a Potentially Dangerous Animal.

KEY FACTS AND INFORMATION SUMMARY:

Mill Creek Municipal Code Section 6.08.10 authorizes the City’s animal control authority to declare an animal potentially dangerous if the animal control authority has probable cause to believe that the animal falls within the definition of “potentially dangerous animal” as set forth in MCMC 6.02.060. The declaration is based upon:

1. The written complaint or declaration of a citizen that the animal has acted in a manner within the definition of “potentially dangerous animal” in MCMC 6.02.060; or
2. Animal bite reports filed with the animal control authority; or
3. Actions of the animal witnessed by the animal control authority or a law enforcement officer; or
4. Other substantial evidence.

Per MCMC 6.02.060, a “potentially dangerous animal” means any animal that when unprovoked (1) inflicts bites on a human, domesticated animal, or livestock either on public or private property, or (2) chases or approaches a person upon the streets, sidewalks, public grounds, or private property in a menacing fashion or apparent attitude of attack, or any animal with a known propensity, tendency, or disposition to attack unprovoked or to cause injury or otherwise to threaten the safety of humans or domesticated animals.

When an animal has been declared potentially dangerous, it is unlawful for the owner of the potentially dangerous animal to permit the animal to:

1. Run at large; or
2. When unprovoked, inflict a bite upon a human, pet, or livestock either on public or private property; or
3. Chase or approach a person upon the streets, sidewalks, or any other public grounds in such a manner as to significantly threaten the safety of humans or permitted animals; or
4. Cause injury to or otherwise threaten the safety of humans or permitted animals.

Violation of this section is a misdemeanor punishable by up to 90 days in jail and up to a \$1,000 fine or both.

City Council Agenda Summary
Page 2

Police Support Officer is the animal control authority for the City of Mill Creek. As currently written, there is no right to appeal the declaration that an animal is potentially dangerous. This has raised concerns about whether the absence of an appeal opportunity violates due process. Other nearby cities including Lynnwood and Woodway have similar ordinances that provide an opportunity to appeal a potentially dangerous dog declaration. Staff believes it is prudent to provide a similar opportunity.

The Mill Creek City Council is being asked to amend Mill Creek Municipal Code Section 6.08.10 to provide the ability to appeal a declaration of potentially dangerous animal pursuant to Mill Creek Municipal Code Chapter 6.20.

ATTACHMENTS:

- Attachment A: Proposed Ordinance Adopting Amendments to MCMC 6.08
- Attachment B: MCMC Chapter 6.08 – Redline changes version
- Attachment C: MCMC Chapter 6.08 – Changes accepted version
- Attachment D: MCMC 6.20 Non-judicial Appeals

CITY MANAGER RECOMMENDATION:

Adopt Ordinance 2020- 862

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, TO AMEND THE MILL CREEK MUNICIPAL CODE SECTION 6.08.10 PROVIDING THE ABILITY TO APPEAL THE DECLARATION OF A POTENTIALLY DANGEROUS ANIMAL

WHEREAS, Mill Creek Municipal Code (“MCMC”) Title 6, Animals, governs the keeping of animals in the City of Mill Creek; and

WHEREAS, MCMC Chapter 6.08, Dangerous Animals, governs the City’s response to dangerous animals; and

WHEREAS, MCMC Section 6.08.10, Potentially Dangerous Animals, does not allow for an appeal of a declaration of a potentially dangerous animal; and

WHEREAS, inclusion of an opportunity to appeal a declaration of a potentially dangerous animal is necessary to provide animal owners due process;

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

The Proposed Amendments set forth in **Attachment B** appropriately provide the recipient of a declaration of potentially dangerous animal an opportunity to appeal that declaration.

Based on the foregoing, the City Council herewith adopts the amendments to Title 6 of the Mill Creek Municipal Code.

Adopted this 23th day of June, 2020, by a vote of ___ for, ___ against, and ___ abstaining.

APPROVED:

PAM PRUITT, MAYOR

ATTEST/AUTHENTICATED:

NAOMI FAY, INTERIM CITY CLERK

APPROVED AS TO FORM:

GRANT DEGGINGER, INTERIM CITY ATTORNEY

FILED WITH THE CITY CLERK: _____

PASSED BY THE CITY COUNCIL: _____

ORDINANCE NO.: 2020-_____

Chapter 6.08

DANGEROUS ANIMALS

Sections:

- 6.08.010 Potentially dangerous animals.
- 6.08.020 Chapter 16.08 RCW, entitled “Dogs” – Adoption by reference.
- 6.08.030 Dangerous animals.
- 6.08.040 Police dogs.

6.08.010 Potentially dangerous animals.

A. Declaration of an Animal as “Potentially Dangerous.” The animal control authority is authorized to declare an animal potentially dangerous if the animal control authority has probable cause to believe that the animal falls within the definition of “potentially dangerous animal” set forth in MCMC 6.02.060. The declaration shall be based upon:

1. The written complaint or declaration of a citizen that the animal has acted in a manner within the definition of “potentially dangerous animal” in MCMC 6.02.060; or
2. Animal bite reports filed with the animal control authority; or
3. Actions of the animal witnessed by the animal control authority or a law enforcement officer; or
4. Other substantial evidence.

B. Exception. An animal shall not be declared potentially dangerous if the animal control authority determines by a preponderance of the evidence that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was:

1. At the time, committing a willful trespass or other tort upon the premises occupied by the owner of the animal; or
2. At the time, tormenting, abusing, or assaulting the animal; or
3. In the past, observed or reported to have tormented, abused or assaulted the animal; or
4. Committing or attempting to commit a crime.

C. Investigation by the Animal Control Authority of a Potentially Dangerous Animal – Preparation of Potentially Dangerous Animal Declaration. An investigation shall be initiated by the animal control authority if a report is received of a potentially dangerous animal. The investigation shall include, but not be limited to, interviewing the complainant, interviewing the owner of the animal, if known, and observing the animal. Upon completion of the investigation, if the animal is found to be potentially dangerous, the animal control authority shall prepare a written potentially dangerous animal declaration.

D. Potentially Dangerous Animal Declaration – Service – ~~Final Determination Appeal~~. The service upon the owner of a potentially dangerous animal declaration and notice of the right to appeal the declaration pursuant to Chapter 6.20 MCMC shall be a final determination that the animal is a potentially dangerous animal. No appeal may be taken from a declaration of potentially dangerous animal. Service of the potentially dangerous animal declaration upon the owner of the animal may be made either by personal service to the owner, by posting such notice at the residence of the owner, or by certified mail to the last known address of the owner. Absent a timely appeal pursuant to Chapter 6.20 MCMC, the declaration shall be a final determination of a potentially dangerous animal.

E. Change of Ownership, Custody, and/or Residence of a Potentially Dangerous Animal. Any owner of an animal declared potentially dangerous who sells, barter, or otherwise transfers the ownership, custody, or residence of the animal shall, within seven days of such change, inform the animal control authority in writing of the name, address, and telephone number of the new owner and the address where the animal is located.

F. Failure to Control an Animal Declared Potentially Dangerous. When an animal has been declared potentially dangerous, it shall be unlawful for the owner of the potentially dangerous animal to permit the animal to:

1. Run at large; or
2. When unprovoked, inflict a bite upon a human, pet, or livestock either on public or private property; or
3. Chase or approach a person upon the streets, sidewalks, or any other public grounds in such a manner as to significantly threaten the safety of humans or permitted animals; or
4. Cause injury to or otherwise threaten the safety of humans or permitted animals.

G. Violation – Penalty. Any person who violates this section shall be guilty of a misdemeanor punishable by up to 90 days in jail and up to a \$1,000 fine or both. This section shall not preclude immediate criminal prosecution under RCW 16.08.100 in a first bite situation causing severe injury or death of any human. (Ord. 2007-660 § 1)

6.08.020 Chapter 16.08 RCW, entitled “Dogs” – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

16.08.080 Dangerous dogs – Notice to owners – Right of appeal – Certificate of registration required – Surety bond – Liability insurance – Restrictions.

16.08.090 Dangerous dogs – Requirements for restraint – Potentially dangerous dogs – Dogs not declared dangerous.

16.08.100 Dangerous dogs – Confiscation – Conditions – Duties of animal control authority – Penalties and affirmative defenses for owners of dogs that attack – Dog fights, penalty.

(Ord. 2007-660 § 1)

6.08.030 Dangerous animals.

A. Declaration of an Animal as “Dangerous.” The animal control authority is authorized to declare an animal dangerous if the animal control authority has probable cause to believe that the animal falls within the definition of “dangerous animal” or “dangerous dog” set forth in MCMC 6.02.060. The declaration shall be based upon:

1. The written complaint or declaration of a citizen that the animal has acted in a manner within the definition of “dangerous animal” or “dangerous dog” as set forth in MCMC 6.02.060; or
2. Animal bite reports filed with the animal control authority; or
3. Actions of the animal witnessed by the animal control authority or a law enforcement officer; or
4. Other substantial evidence.

B. Exception. An animal shall not be declared dangerous if the animal control authority determines by a preponderance of the evidence that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was:

1. At the time, committing a willful trespass or other tort upon the premises occupied by the owner of the animal; or
2. At the time, tormenting, abusing, or assaulting the animal; or
3. In the past, observed or reported to have tormented, abused or assaulted the animal; or
4. Committing or attempting to commit a crime.

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

C. Investigation by the Animal Control Authority of a Dangerous Animal – Preparation of Dangerous Animal Declaration. If the animal control authority receives a report of a dangerous animal, it shall initiate an investigation including, but not limited to, interviewing the complainant, interviewing the owner of the animal, if known, and observing the animal. If the animal control authority, upon completion of its investigation, declares the animal dangerous, the animal control authority shall prepare a written dangerous animal declaration.

D. Dangerous Animal Declaration – Service – Appeal. The dangerous animal declaration shall include, but is not limited to, a description of the animal, the name and address of the owner of the animal, if known, a brief summary of the facts upon which the declaration is based, a statement of any restrictions placed on the animal or owner as a consequence of the declaration, a statement of the penalties for further violations, and notice of the right to appeal the declaration pursuant to Chapter 6.20 MCMC. The animal control authority shall personally serve or send by certified mail its declaration to the owner of the animal. If the owner is unknown, the animal control authority shall make reasonable efforts to notify the owner of its written declaration.

E. Registration Required. The owner of the dangerous animal is required to (1) register annually or upon relocation to another location within the city, and (2) to pay a registration fee as specified in Chapter 3.42 MCMC to cover the costs of an annual and periodic unannounced containment inspections. A current color, side/front photograph of the animal may also be required.

F. Surety Bond. The owner of a dangerous animal shall obtain a surety bond issued by a surety insurer qualified under RCW Title 48 in a form acceptable to the animal control authority and city attorney in the amount of at least \$250,000 payable to any person injured by the dangerous animal.

G. Insurance. The owner of a dangerous animal shall obtain a policy of liability insurance, such as homeowner's insurance, issued by an insurance company qualified under RCW Title 48 in the amount of at least \$250,000 insuring the owner for any personal injuries inflicted by the dangerous animal.

H. Warning Signs. The owner of a dangerous animal shall conspicuously display signs at all entrances to any property where such animal is located containing a visible warning symbol that informs children of the presence of a dangerous animal and as otherwise deemed necessary by the animal control authority.

I. Microchip. The owner of a dangerous animal is required to microchip the animal and to provide proof of placement of a microchip that is capable of being scanned by an "AVID" or equivalent brand microchip scanner.

J. Transfer of Ownership of Dangerous Animal Prohibited. It is unlawful for an owner of an animal declared dangerous to sell, barter, or otherwise transfer the ownership, custody, or residence of the animal without first obtaining written approval from a court.

K. Additional Restrictions. The animal control authority may impose on the owner of any dangerous animal and such animal itself additional restrictions to protect the public safety or other animals, including any or all of the following:

1. Training. The animal control authority may require the owner of the dangerous animal and the animal to attend, complete, and pay all costs associated with an accredited obedience/training class or seminar even if the animal or owner completed such type of training in the past. The owner of the animal shall provide proof of satisfactory completion of such training to the animal control authority upon completion.

2. Secure Pen. The animal shall be securely confined indoors or in a secure pen.

3. Restraint. The animal control authority may require the owner of the dangerous animal to muzzle, leash, collar, confine, lock, isolate, or remove the animal from the city, or any combination of the foregoing.

L. Prohibited Ownership. No person under the age of 18 years old shall own a dangerous animal or dangerous dog.

M. Impoundment of Dangerous Animal. Any dangerous animal may be immediately impounded by the animal control authority if:

1. The dangerous animal is not validly registered under this section;

2. The owner does not secure the liability insurance coverage required under this section;
3. The dangerous animal is not maintained in a secure pen;
4. The dangerous animal is outside the dwelling of the owner, or outside of the secure pen and not under physical restraint of the responsible owner; or
5. Any and all other failures to abide by restraints imposed on the owner or the dangerous animal or violations of this section or the Mill Creek Municipal Code.

N. Financial Responsibility. The animal control authority may require the owner of a dangerous animal to pay all costs associated with enforcement of this section.

O. Violation – Penalty. Any person who violates this section shall be guilty of a gross misdemeanor punishable by up to 365 days in jail or up to a \$5,000 fine or both. (Ord. 2007-660 § 1)

6.08.040 Police dogs.

Police dogs are exempt from the provisions of this chapter. (Ord. 2007-660 § 1)

Chapter 6.08

DANGEROUS ANIMALS

Sections:

- 6.08.010 Potentially dangerous animals.
- 6.08.020 Chapter 16.08 RCW, entitled “Dogs” – Adoption by reference.
- 6.08.030 Dangerous animals.
- 6.08.040 Police dogs.

6.08.010 Potentially dangerous animals.

A. Declaration of an Animal as “Potentially Dangerous.” The animal control authority is authorized to declare an animal potentially dangerous if the animal control authority has probable cause to believe that the animal falls within the definition of “potentially dangerous animal” set forth in MCMC 6.02.060. The declaration shall be based upon:

1. The written complaint or declaration of a citizen that the animal has acted in a manner within the definition of “potentially dangerous animal” in MCMC 6.02.060; or
2. Animal bite reports filed with the animal control authority; or
3. Actions of the animal witnessed by the animal control authority or a law enforcement officer; or
4. Other substantial evidence.

B. Exception. An animal shall not be declared potentially dangerous if the animal control authority determines by a preponderance of the evidence that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was:

1. At the time, committing a willful trespass or other tort upon the premises occupied by the owner of the animal; or
2. At the time, tormenting, abusing, or assaulting the animal; or
3. In the past, observed or reported to have tormented, abused or assaulted the animal; or
4. Committing or attempting to commit a crime.

C. Investigation by the Animal Control Authority of a Potentially Dangerous Animal – Preparation of Potentially Dangerous Animal Declaration. An investigation shall be initiated by the animal control authority if a report is received of a potentially dangerous animal. The investigation shall include, but not be limited to, interviewing the complainant, interviewing the owner of the animal, if known, and observing the animal. Upon completion of the investigation, if the animal is found to be potentially dangerous, the animal control authority shall prepare a written potentially dangerous animal declaration.

D. Potentially Dangerous Animal Declaration – Service – Appeal. The service upon the owner of a potentially dangerous animal declaration and notice of the right to appeal the declaration pursuant to Chapter 6.20 MCMC may be made either by personal service to the owner, by posting such notice at the residence of the owner, or by certified mail to the last known address of the owner. Absent a timely appeal pursuant to Chapter 6.20 MCMC, the declaration shall be a final determination of a potentially dangerous animal.

E. Change of Ownership, Custody, and/or Residence of a Potentially Dangerous Animal. Any owner of an animal declared potentially dangerous who sells, barter, or otherwise transfers the ownership, custody, or residence of the animal shall, within seven days of such change, inform the animal control authority in writing of the name, address, and telephone number of the new owner and the address where the animal is located.

F. Failure to Control an Animal Declared Potentially Dangerous. When an animal has been declared potentially dangerous, it shall be unlawful for the owner of the potentially dangerous animal to permit the animal to:

1. Run at large; or
2. When unprovoked, inflict a bite upon a human, pet, or livestock either on public or private property; or
3. Chase or approach a person upon the streets, sidewalks, or any other public grounds in such a manner as to significantly threaten the safety of humans or permitted animals; or
4. Cause injury to or otherwise threaten the safety of humans or permitted animals.

G. Violation – Penalty. Any person who violates this section shall be guilty of a misdemeanor punishable by up to 90 days in jail and up to a \$1,000 fine or both. This section shall not preclude immediate criminal prosecution under RCW 16.08.100 in a first bite situation causing severe injury or death of any human. (Ord. 2007-660 § 1)

6.08.020 Chapter 16.08 RCW, entitled “Dogs” – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

16.08.080 Dangerous dogs – Notice to owners – Right of appeal – Certificate of registration required – Surety bond – Liability insurance – Restrictions.

16.08.090 Dangerous dogs – Requirements for restraint – Potentially dangerous dogs – Dogs not declared dangerous.

16.08.100 Dangerous dogs – Confiscation – Conditions – Duties of animal control authority – Penalties and affirmative defenses for owners of dogs that attack – Dog fights, penalty.

(Ord. 2007-660 § 1)

6.08.030 Dangerous animals.

A. Declaration of an Animal as “Dangerous.” The animal control authority is authorized to declare an animal dangerous if the animal control authority has probable cause to believe that the animal falls within the definition of “dangerous animal” or “dangerous dog” set forth in MCMC 6.02.060. The declaration shall be based upon:

1. The written complaint or declaration of a citizen that the animal has acted in a manner within the definition of “dangerous animal” or “dangerous dog” as set forth in MCMC 6.02.060; or
2. Animal bite reports filed with the animal control authority; or
3. Actions of the animal witnessed by the animal control authority or a law enforcement officer; or
4. Other substantial evidence.

B. Exception. An animal shall not be declared dangerous if the animal control authority determines by a preponderance of the evidence that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was:

1. At the time, committing a willful trespass or other tort upon the premises occupied by the owner of the animal; or
2. At the time, tormenting, abusing, or assaulting the animal; or
3. In the past, observed or reported to have tormented, abused or assaulted the animal; or
4. Committing or attempting to commit a crime.

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

C. Investigation by the Animal Control Authority of a Dangerous Animal – Preparation of Dangerous Animal Declaration. If the animal control authority receives a report of a dangerous animal, it shall initiate an investigation including, but not limited to, interviewing the complainant, interviewing the owner of the animal, if known, and observing the animal. If the animal control authority, upon completion of its investigation, declares the animal dangerous, the animal control authority shall prepare a written dangerous animal declaration.

D. Dangerous Animal Declaration – Service – Appeal. The dangerous animal declaration shall include, but is not limited to, a description of the animal, the name and address of the owner of the animal, if known, a brief summary of the facts upon which the declaration is based, a statement of any restrictions placed on the animal or owner as a consequence of the declaration, a statement of the penalties for further violations, and notice of the right to appeal the declaration pursuant to Chapter 6.20 MCMC. The animal control authority shall personally serve or send by certified mail its declaration to the owner of the animal. If the owner is unknown, the animal control authority shall make reasonable efforts to notify the owner of its written declaration.

E. Registration Required. The owner of the dangerous animal is required to (1) register annually or upon relocation to another location within the city, and (2) to pay a registration fee as specified in Chapter 3.42 MCMC to cover the costs of an annual and periodic unannounced containment inspections. A current color, side/front photograph of the animal may also be required.

F. Surety Bond. The owner of a dangerous animal shall obtain a surety bond issued by a surety insurer qualified under RCW Title 48 in a form acceptable to the animal control authority and city attorney in the amount of at least \$250,000 payable to any person injured by the dangerous animal.

G. Insurance. The owner of a dangerous animal shall obtain a policy of liability insurance, such as homeowner's insurance, issued by an insurance company qualified under RCW Title 48 in the amount of at least \$250,000 insuring the owner for any personal injuries inflicted by the dangerous animal.

H. Warning Signs. The owner of a dangerous animal shall conspicuously display signs at all entrances to any property where such animal is located containing a visible warning symbol that informs children of the presence of a dangerous animal and as otherwise deemed necessary by the animal control authority.

I. Microchip. The owner of a dangerous animal is required to microchip the animal and to provide proof of placement of a microchip that is capable of being scanned by an "AVID" or equivalent brand microchip scanner.

J. Transfer of Ownership of Dangerous Animal Prohibited. It is unlawful for an owner of an animal declared dangerous to sell, barter, or otherwise transfer the ownership, custody, or residence of the animal without first obtaining written approval from a court.

K. Additional Restrictions. The animal control authority may impose on the owner of any dangerous animal and such animal itself additional restrictions to protect the public safety or other animals, including any or all of the following:

1. Training. The animal control authority may require the owner of the dangerous animal and the animal to attend, complete, and pay all costs associated with an accredited obedience/training class or seminar even if the animal or owner completed such type of training in the past. The owner of the animal shall provide proof of satisfactory completion of such training to the animal control authority upon completion.

2. Secure Pen. The animal shall be securely confined indoors or in a secure pen.

3. Restraint. The animal control authority may require the owner of the dangerous animal to muzzle, leash, collar, confine, lock, isolate, or remove the animal from the city, or any combination of the foregoing.

L. Prohibited Ownership. No person under the age of 18 years old shall own a dangerous animal or dangerous dog.

M. Impoundment of Dangerous Animal. Any dangerous animal may be immediately impounded by the animal control authority if:

1. The dangerous animal is not validly registered under this section;

2. The owner does not secure the liability insurance coverage required under this section;
3. The dangerous animal is not maintained in a secure pen;
4. The dangerous animal is outside the dwelling of the owner, or outside of the secure pen and not under physical restraint of the responsible owner; or
5. Any and all other failures to abide by restraints imposed on the owner or the dangerous animal or violations of this section or the Mill Creek Municipal Code.

N. Financial Responsibility. The animal control authority may require the owner of a dangerous animal to pay all costs associated with enforcement of this section.

O. Violation – Penalty. Any person who violates this section shall be guilty of a gross misdemeanor punishable by up to 365 days in jail or up to a \$5,000 fine or both. (Ord. 2007-660 § 1)

6.08.040 Police dogs.

Police dogs are exempt from the provisions of this chapter. (Ord. 2007-660 § 1)

**Chapter 6.20
NONJUDICIAL APPEALS**

Sections:

[6.20.010 Purpose – Authority.](#)

[6.20.020 Who may appeal.](#)

[6.20.030 When to appeal.](#)

[6.20.040 Where to appeal.](#)

[6.20.050 Contents of appeal.](#)

[6.20.060 Administrative appeal procedures.](#)

[6.20.070 Judicial appeals.](#)

6.20.010 Purpose – Authority.

A. The purpose of this chapter is to create uniform requirements and rules for nonjudicial appeals of administrative decisions and/or for civil infractions and orders issued under this title.

B. The hearing examiner has the authority to hear and decide appeals of administrative decisions and/or civil violations and orders charging any violation of this title and shall do so in accordance with the requirements of this chapter. (Ord. 2007-660 § 1)

6.20.020 Who may appeal.

Only parties of record may initiate an appeal. For purposes of this chapter, “parties of record” means anyone who has received an appealable decision under this title. (Ord. 2007-660 § 1)

6.20.030 When to appeal.

An appeal shall be filed within 15 calendar days of the date of the appealable decision. A timely appeal is a jurisdictional requirement for the hearing examiner to hear and decide an appeal under this title. (Ord. 2007-660 § 1)

6.20.040 Where to appeal.

Every appeal authorized by this title shall be filed in the office of the city clerk by 4:30 p.m. of the last day of the appeal period. “Filed” means that one original and one copy of the appeal has been received and date stamped by the city clerk. (Ord. 2007-660 § 1)

6.20.050 Contents of appeal.

Every appeal filed under this chapter shall contain the following:

- A. The name and address of the appellant.
- B. A complete copy of the decision being appealed.
- C. The name of the person or body to whom the appeal is directed.
- D. A concise statement of the appellant's interest and standing in the appeal.
- E. A concise explanation describing the specific reasons why the appellant believes the decision to be wrong.
- F. The desired outcome of the appeal.
- G. An appeal fee as specified in Chapter 3.42 MCMC. (Ord. 2007-660 § 1)

6.20.060 Administrative appeal procedures.

- A. The city clerk shall notify the city manager, city attorney, the police chief, the hearing examiner, and other appropriate personnel of the filing of every appeal (whether or not timely filed).
- B. The city clerk shall ensure that the record of the decision being appealed is transmitted to the hearing examiner for review. The record of the decision shall be indexed by the city clerk and, except for privileged or otherwise confidential material which shall be withheld by the city clerk upon consultation with the city attorney, shall include all of the following as applicable to the matter being appealed:
 - 1. The department's administrative file regarding the matter;
 - 2. All other documents or tangible items upon which the decision appealed from was based;
and
 - 3. The notice of appeal.
- C. The appellant and any party of record may obtain a copy of the record of decision from the clerk by paying the city's cost to produce the record.
- D. The hearing examiner shall schedule further action on the appeal as necessary and appropriate to hear and resolve the appeal, including without limitation briefing by the staff and/or parties, and the hearing dates. The argument or hearing date shall be held within 30 days of the date the appeal is filed unless the parties mutually agree to a later date. Written notice of the time and place of hearing shall be given at least 10 days prior to the date of the hearing to each appellant.
- E. The hearing examiner shall have the power to prescribe rules and regulations for the appeal hearing. The city shall bear the burden of persuasion at the appeal hearing.
- F. Following the appeal hearing and upon the conclusion of deliberations, the hearing examiner shall

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

render a final written decision within 10 business days from the close of the hearing. Copies of the decision shall be made available to the city and the appellant.

G. Enforcement of any notice and order of the animal control authority issued under this title shall be stayed during the pendency of an appeal. (Ord. 2007-660 § 1)

6.20.070 Judicial appeals.

The hearing examiner's final decision may be appealed by the city or appellant by filing a petition in Snohomish County superior court. Such petition must be filed within 21 calendar days of issuance of the decision. The cost of transcribing the record of proceedings, of copying photographs, videotapes, and oversized documents, and of staff time spent copying and assembling the record and preparing the return for filing with the court shall be borne by the appellant. (Ord. 2007-660 § 1)



Agenda Item # _____

Meeting Date: June 23, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: COVID-19 Revenue Projections

PROPOSED MOTION:

N/A.

KEY FACTS AND INFORMATION SUMMARY:

- The State of Washington Economic & Revenue Forecast Council provided its Economic and Revenue Review on June 17, 2020. They reported the following:
 - **Nationally:** “The national economy officially entered recession in February 2020. The Business Cycle Dating Committee of the National Bureau of Economic Research has determined that a peak in monthly economic activity occurred in the US economy in February 2020. The peak marks the end of the expansion that began in June 2009 and the beginning of a recession. The expansion lasted 128 months.”
 - **Washington State:** “We have five months of new Washington employment data since the February forecast was released. The 468,800 decline in Washington employment in April was unprecedented in its depth and speed. Even with a slight rebound in May, total nonfarm payroll employment fell 417,600 (seasonally adjusted) in the five-month period. The February forecast expected an increase of 32,600 in January, February, March, April, and May. Private services - providing sectors lost 322,900 jobs in the five-month period. Construction employment declined by 39,500 jobs and manufacturing declined by 32,000 jobs including the loss of 6,700 aerospace jobs. Government payrolls declined by 22,500 jobs in January, February, March, April, and May.
- The City of Mill Creek continues to project revenue impacts relating to the COVID-19 pandemic. The City anticipates receiving Fuel and Sales and Use Tax actuals from the State of Washington, State Treasurer on June 26, 2020, and property tax results on July 10, 2020.
- The City is currently projecting a \$730K decrease in the original GF Revenue for the 2019-2020 Biennial Budget and a potential decrease of \$4.2M in the GF Revenue for the years 2020 – 2022. The City basis assumes the pre-COVID-19 trend since 2017.
- As the COVID-19 models, there are various revenue projection models used throughout the State. For comparison, the City of Mill Creek received revenue projection assumptions from Community Transit, Snohomish County, and Washington State. The projections vary greatly and emphasize that the City should continually reevaluate based on the latest data available.
 - Community Transit (~80% of their operating revenue comes from sales tax)

City Council Agenda Summary

Page 2

- Two scenarios (#1 - Fast Recover and #2 - Quick Recovery with multiple recurrences of the virus)
 - Using Community Transits scenarios in the City of Mill Creek’s projection model, the City may realize the following impacts:
 - #1 Revenue: Improves projection by \$460,816
 - #2 Revenue: Decreases projection by \$110,069
- Snohomish County’s annual projection assumptions:
 - Anticipates with no reoccurrence of COVID-19 a 10% decrease in total revenues versus prior year and a 16% decrease specifically in Sales and Use Tax
 - Using the County’s assumptions:
 - Revenue would improve by \$735,521 or +4.8%
- The State of Washington Economic & Revenue Forecast Council provided their economic and revenue review on June 17, 2020 (see Attachment A)
 - The model generally mirrors the City’s current long-term projection

CITY MANAGER RECOMMENDATION:

ATTACHMENTS:

- Presentation – June 23 2020 COVID-19 Projected Impacts COMC
- Attachment A - Forecast Council Economic & Revenue Update June 15, 2020

Respectfully Submitted:

Michael G. Ciaravino

Michael G. Ciaravino
City Manager



City of Mill Creek

City of Mill Creek COVID-19 Projected General Fund (GF) Revenue Impacts

6-23-2020



Agenda

- Potential COVID-19 Revenue Impact
 - Versus 2019-2020 Original GF Biennial Budget
 - Versus 2019 GF Actuals
- Pre COVID-19 GF Revenue trends for 2020-2022
 - COVID-19 potential impact through 2022
- Projection Model Comparisons (Sales Tax Only)
 - Snohomish County
 - Community Transit
 - Washington State
- Next Steps
- Questions and Answers



Highlights

- The United States entered a recession in Q1 of 2020
- The level of uncertainty in the forecast is significant
- The City will need to continuously reevaluate as we move into the next Biennial Budget
- The City is currently projecting a \$4.2M decrease in GF revenue in the years 2020-2022



Highlights

The State of Washington Economic & Revenue Forecast Council provided their Economic and Revenue Review on June 17, 2020 (see Attachment A).

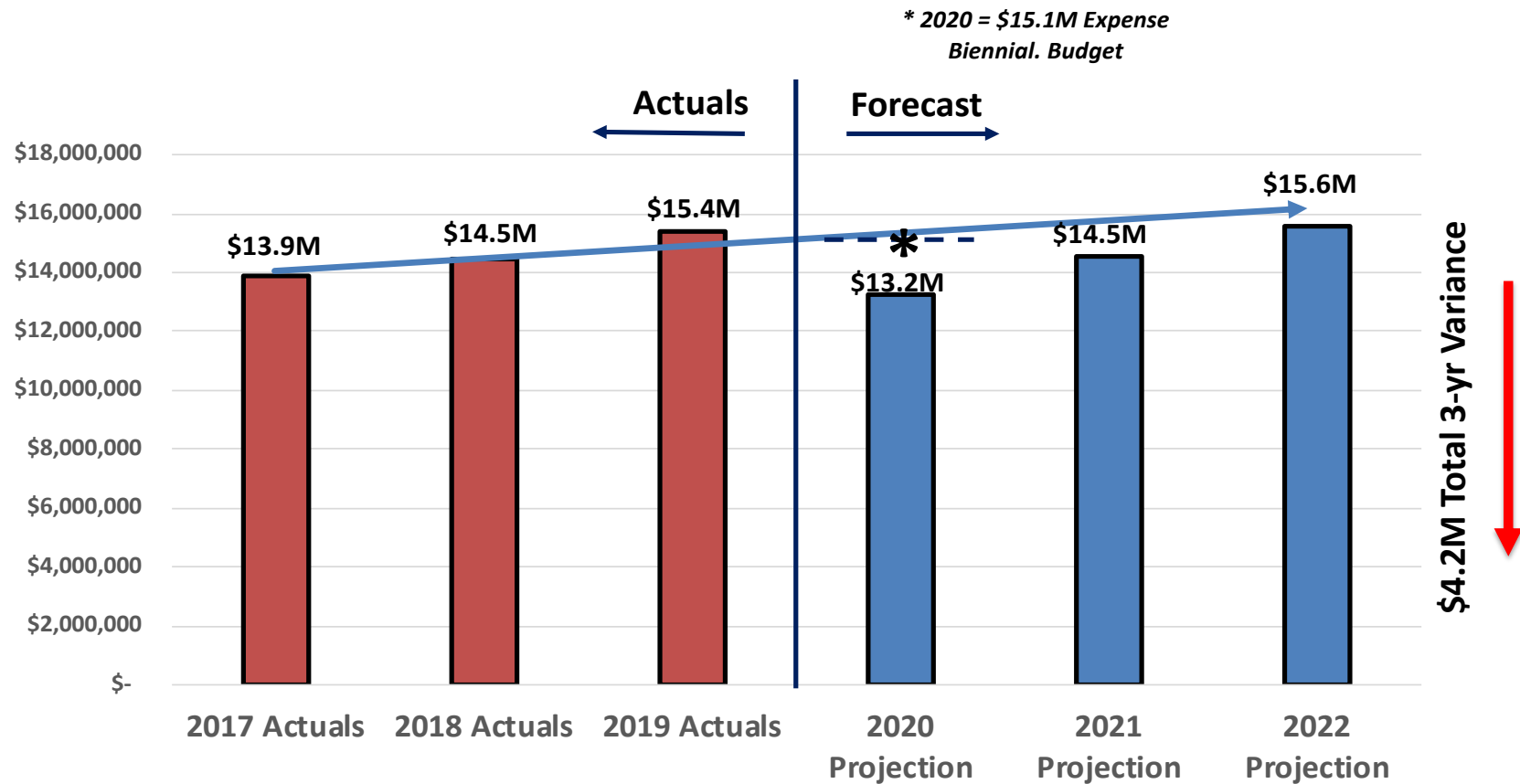
- “The impact of lost economic activity from the COVID crisis will extend for many years. The June General Fund-State (GF-S) revenue forecast has been reduced by \$4.5 billion in the current biennium and \$4.4 billion in the next. Over half of the decrease is from declining sales taxes. The forecast of GF-S revenue for the 2023-25 biennium has been decreased by \$4.5 billion.” State of Washington Economic & Revenue Forecast Council
- “Taxable REET has fallen to levels last seen in 2014”
State of Washington Economic & Revenue Forecast Council



Pre COVID-19 GF Revenue trends for 2020-2022

COVID-19 potential GF impact through 2022

- Project \$4.2M COVID-19 revenue loss through 2022
- Budgeted expenses roughly equal revenue





Projection Model Comparisons

- Snohomish County
- Community Transit
- Washington State



Projection Model Comparisons

Snohomish County

- Anticipates, with no reoccurrence of COVID-19, a 10% decrease in total revenues versus prior year and a 16% decrease in Sales and Use Tax

- Applying the County's assumptions:
 - Improves 2020 revenue projection by \$736K versus prior year
 - 2020 Revenue flat versus Budget



Projection Model Comparisons

Community Transit

- Community Transit
 - ~80% of their operating revenue comes from sales tax
- Two scenarios
 - #1 - Fast Recovery
 - #2 - Quick Recovery with multiple recurrences of the virus
- Applying #1 Revenue Assumptions
 - Improves 2020 revenue projection by \$461K versus prior year
 - 2020 Revenue deficit will still be \$269K versus Budget
- Applying #2 Revenue Assumptions
 - Increases deficit by \$110K versus prior year
 - 2020 Revenue deficit will be \$840K versus Budget



Projection Model Comparisons

Washington State

- General Fund
 - -9% decrease in the long-term revenue projection versus Pre-COVID-19 forecast
 - ~18% of the State's total Revenue is from Sales Tax

- Applying Revenue Assumptions to Mill Creek
 - As the City of Mill Creek, the projections are based on prior year
 - Generally mirrors the City's long-term projection
 - Model has a 20.4 point variance between "Optimistic" and "Pessimistic" scenarios



Next Steps

- Update City Model based upon actuals and Washington State's Phased Approach to Reopening
 - Sales and Use Tax Actuals (June 26, 2020)
 - Property Tax (July 10, 2020)
 - Currently, property tax is \$500K under Projections
 - First half taxes for those who pay themselves, could delay payment until (postmark) June 1, 2020
 - Banks and other financial institutions that pay property taxes on behalf of their lending customers were expected to meet the original April 30th deadline
 - Passport operations
 - Need New Safety Format
 - Capacity (Phase 3 – Still Limited)



Conclusion

- The United States entered a recession in Q1 of 2020
- The level of uncertainty in the forecast is significant
- The City will need to continuously re-project as we move through the phases of reopening
- The City is currently projecting a \$4.2M decrease in the 2020-2022 General Fund Revenue Forecast versus the pre-COVID-19 Revenue Trend



City of Mill Creek COVID-19 Projected Impacts

Questions and Answers



Economic and Revenue Forecast Council

Economic & Revenue Update

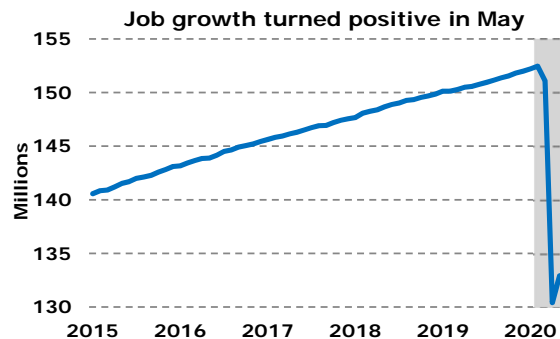
June 15, 2020

Summary

- **The U.S. economy is now in recession.**
- **U.S. employment increased by 2.5 million jobs in May; the unemployment rate declined to 13.3%.**
- **Real U.S. GDP growth declined 5.0% in the first quarter.**
- **Washington employment increased slightly in May after a record decline in April.**
- **Washington housing permits dropped sharply in April.**
- **Major General Fund-State (GF-S) revenue collections for the May 11 - June 10, 2020 collection period came in \$464.8 million (14.8%) lower than the February forecast.**
- **About half of this month's shortfall was due to deferrals of property tax payments that were granted by several large counties. These payments are expected to arrive before the end of June.**
- **While many deferred Revenue Act payments from the last two months were received during this collection period, they were largely offset by new deferrals. The net balance of deferred Revenue Act payments, most of which are due by the end of June, is approximately \$180 million.**
- **Cumulatively, collections since February 11 are now \$893.3 million (11.1%) below the forecast. Adjusted for a large refund and deferred payments in both Revenue Act and property taxes, the cumulative shortfall is approximately \$452 million (5.6%).**

United States

According to the National Bureau of Economic Research, the longest economic expansion on record ended when the U.S. economy entered a recession in the first quarter of this year. While most economic data were again negative this month, the labor market posted an unexpected increase of 2.5 million jobs. The unemployment rate decreased by 1.4 percentage points to 13.3% in May and initial claims for unemployment insurance decreased but both were at historically high levels. Residential construction and sales remained weak; activity in the manufacturing and the construction and service sectors contracted although at a slower pace than in April.



National employment increased by 2.5 million net jobs in May, reflecting the limited resumption of economic activity that had been curtailed due to

Attachment A

Page 2

the COVID-19 pandemic. Employment data for March and April were revised down by 642,000 jobs. Sectors with the largest job gains in May included food services and drinking places (+1.4 million), construction (+464,000), retail trade (+368,000), health care (+312,000), manufacturing (+225,000), personal and laundry services (+182,000) and administrative and support services (+109,000). Sectors with declining employment in May included local government (-487,000), accommodations (-148,000), state government (-84,000) and air transportation (-50,000).

Initial claims for unemployment insurance decreased by 355,000 to 1,542,000 (SA) in the week ending June 6th. The four-week moving average of initial claims decreased by 286,250 to 2,002,000. Layoff announcements in May, as tracked by outplacement firm Challenger, Gray, and Christmas, totaled 397,016, down 40.8% from April. However, year-to-date job cuts total over 1.4 million or 390% higher than the same period last year.

Average hourly earnings decreased by \$0.29 in May. This decrease is largely due to the disproportionate job gains among low-wage workers rather than an increase in wages. The average workweek in May increased 0.5 hours to 34.7 hours. The unemployment rate in May was 13.3%, down from the April rate of 14.7%.

The second estimate of real U.S. GDP growth for the first quarter of 2020 was a decrease of 5.0% (SAAR), down from the initial estimate of -4.8%. The revision primarily reflected a downward revision to private inventory investment that was partly offset by upward revisions to PCE and nonresidential fixed investment. In the fourth quarter of 2019, real GDP grew by 2.1%.

Although still contracting, manufacturing activity improved slightly this month. The Institute for Supply Management's Purchasing Managers Index (PMI) increased by 1.6 points to 43.1 in May (50 or higher indicates growth). Similarly, the non-manufacturing PMI improved this month but remained in contractionary territory. The May reading was 45.4, 3.6 points higher than in April.

Industrial production in April decreased by 11.2% (SA) compared to March; this was the largest monthly drop in the 101-year history of the index. Over the year, industrial production is down by

15.0% (SA). New orders for core capital goods (i.e., durables excluding aircraft and military), which is a proxy for business investment, decreased by 6.1% (SA) in April following a 1.3% decrease in March according to U.S. Census Bureau data.

Light motor vehicle (autos and light trucks) sales in May bounced back, increasing by 40.0% (SAAR) over April sales to 12.2 million units. However, sales were 29.7% below their May 2019 level.

Residential construction and new home sales data reflected the impacts of the COVID-19 pandemic this month. Housing units authorized by building permits in April were 20.8% (SA) below their March level and 19.2% below their year-ago level. April housing starts decreased by 30.2% (SA) compared to March and were 29.7% below their April 2019 level. New home sales in April increased by 0.6% (SA) compared to March but were 6.2% below their year-ago level. Existing home sales in April decreased by 17.8% (SA) compared to March and were down 17.2% compared to April 2019. The seasonally adjusted Case-Shiller national home price index for March was 0.5% above its February level and 4.3% above its year-ago level.

Two key measures of consumer confidence stabilized in May after large declines in March and April. The University of Michigan (UM) consumer sentiment survey, which fell from 101.0 in February to 71.8 in April, increased by 1.9 points to 73.7 in May. Despite the gain, most consumers expressed concerns about financial prospects for the year ahead. The Conference Board index of consumer confidence, which fell from 132.6 in February to 85.7 in April, increased 0.9 points in May to 86.6. While the Conference Board found a slight improvement in expectations for the economy over the next month, they also found that consumers remain concerned about their financial prospects.

Petroleum spot prices have continued to increase since late April. For the week ending June 5th, U.S. benchmark West Texas Intermediate was \$37 per barrel, up \$14 from a month earlier and well above its recent low point of \$3 in late April. European benchmark Brent was \$38 per barrel, up \$15 from a month earlier. Gasoline prices increased by 19 cents between May 11th and June

Attachment A

Page 3

8th, rising to \$2.04 per gallon (regular, all formulations).

The American Trucking Association's truck tonnage index decreased 12.2% (SA) in April following a revised 0.4% (SA) increase in March. The index is 11.3% below its April 2019 level, the largest year-over-year decline since early 2009. Rail carloads for May were 6.0% (SA) below their April level and 28.4% below their year-ago level. Intermodal rail units (shipping containers or truck trailers) were 3.4% (SA) above their April level but 13.0% below their May 2019 level.

Washington

We have five months of new Washington employment data since the February forecast was released. The 468,800 decline in Washington employment in April was unprecedented in its depth and speed. Even with a slight rebound in May, total nonfarm payroll employment fell 417,600 (seasonally adjusted) in the five-month period. The February forecast expected an increase of 32,600 in January, February, March, April, and May. Private services-providing sectors lost 322,900 jobs in the five-month period. Construction employment declined by 39,500 jobs and manufacturing declined by 32,000 jobs including the loss of 6,700 aerospace jobs. Government payrolls declined by 22,500 jobs in January, February, March, April, and May.

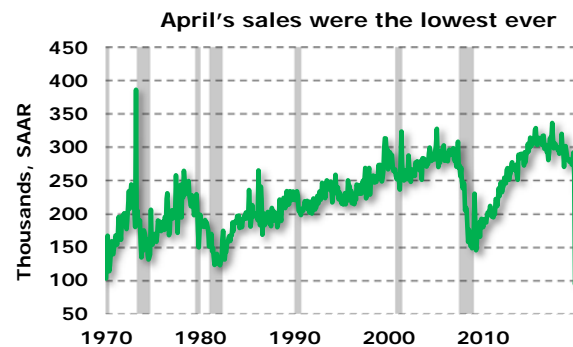
Washington housing construction slowed in the first quarter of 2020 but still exceeded the February forecast. In the first quarter, 49,800 units (SAAR) were permitted, down from 53,900 in the fourth quarter of 2019. First quarter permits consisted of 24,800 single-family units and 25,000 multi-family units. The February forecast assumed an average rate of 44,900 (SAAR) units for the first quarter consisting of 23,700 single-family units and 21,200 multi-family units. Permits dropped sharply in April to just 28,600 units (SAAR) consisting of 12,000 single-family units and 16,600 multi-family units.

Seattle-area home prices rose over the year for an eighth consecutive month in March following year-over-year declines in the previous three months. According to the S&P/Case-Shiller Home Price Indices, seasonally adjusted Seattle home prices increased 1.1% in March, the eleventh consecutive monthly increase. Because of the strong growth in the last several months, March

Seattle home prices were up 6.9% over the year. In comparison, the composite-20 index was up 3.9% over the year. March Seattle home prices were up 102% since the December 2011 trough and exceeded the May 2007 peak by 40%. The reported March figure is for the three months ending in March. It is still too early to see any Covid impact on home prices.

The Institute of Supply Management - Western Washington Index (ISM-WW) indicated declining manufacturing activity for a third consecutive month. The index, which measures conditions in the manufacturing sector, declined from 52.0 in February to 46.0 in March and 38.5 in April before improving to 41.0 in May (index values above 50 indicate growth while values below 50 indicate contraction). The production, employment, and inventory components all indicated contraction in May while the orders component was neutral at 50. As in March and April, only the deliveries components indicated expansion, however this is misleading. A slowing of deliveries is a plus for the index as it normally reflects strong demand. In the current context the slowing of vendor deliveries is due to supply disruptions.

Washington car and truck sales increased in May but remained at a very low level. The seasonally adjusted number of new vehicle registrations increased 20.4% in May following declines of 11.8% and 63.5% in March and April. April's sales were the lowest level in the history of the series which dates back to July 1970 (see figure). The seasonally adjusted number of new vehicle registrations fell 61.8% over the year in May.



Attachment A

Page 4

Revenue

Overview

Major General Fund-State (GF-S) revenue collections for the May 11 - June 10, 2020 collection period came in \$464.8 million (14.8%) lower than the February forecast. About half of this month's shortfall was due to deferrals of property tax payments allowed by several large counties. These payments are expected to arrive before the end of June.

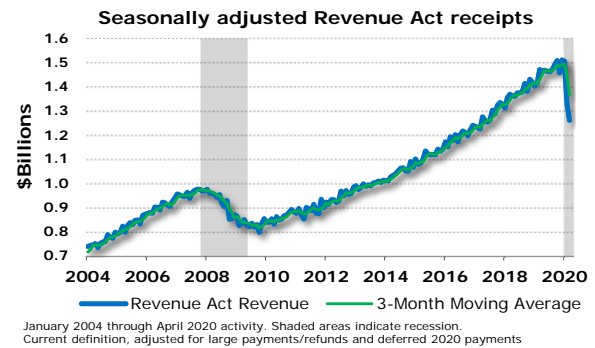
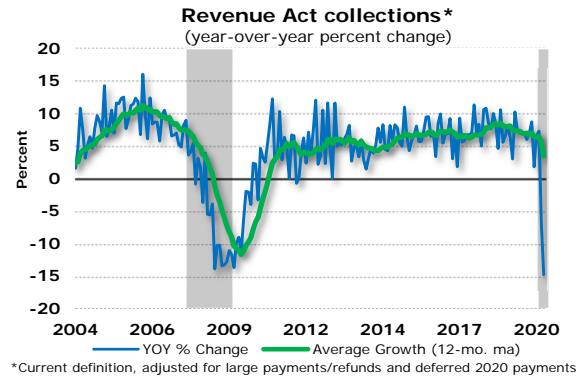
While many deferred Revenue Act payments from the last two months were received during this collection period, they were largely offset by new deferrals. The net balance of deferred Revenue Act payments, most of which are due by the end of June, is approximately \$180 million.

Cumulatively, collections since February 11 are now \$893.3 million (11.1%) below the forecast. Adjusted for a large Revenue Act refund and deferred payments in both Revenue Act and property taxes, the cumulative shortfall is approximately \$452 million (5.6%).

Revenue Act

Revenue Act taxes consist of the sales, use, business and occupation (B&O), utility, and tobacco products taxes along with associated penalty and interest payments. The revenue collections reported here are for the May 11 – June 10, 2020 collection period. Collections correspond primarily to the April 2020 economic activity of monthly filers.

Revenue Act collections for the current period came in \$197.5 million (14.2%) below the February forecast. During the period, about \$90 million of deferred payments from previous periods were collected, while about \$70 million in expected payments for the current period were granted deferrals. There was also a \$6.5 million refund. Without the net extra payments, less the refund, collections would have been \$211.2 million (15.1%) lower than forecasted. Adjusted for the net extra payments, collections decreased 14.8% year over year (see figure). The 12-month moving average of year-over-year growth decreased to 3.5%. Seasonally adjusted collections decreased further after last month's large drop (see figure).



Cumulatively, collections are now \$633.5 million (11.3%) lower than forecasted. With this month's net repayment of deferrals, there are still about \$180 million in deferrals outstanding, most of which are due before the end of June. Adjusted for the estimated deferred payments and this month's refund, cumulative collections are approximately \$447 million (8.0%) lower than forecasted.

As shown in the "Key Revenue Variables" table, unadjusted Revenue Act collections fell 11.7% year over year. Retail sales tax collections dropped 13.1% year over year and B&O tax collections decreased 10.0% year over year.

Total tax payments as of May 29 from electronic filers who also filed returns in the May 11 – June 10, 2019 period were down 14.4% year over year (payments are mainly Revenue Act taxes but include some non-Revenue Act taxes as well). Last month payments were down 1.4% year over year. Some details of the payments:

Attachment A

Page 5

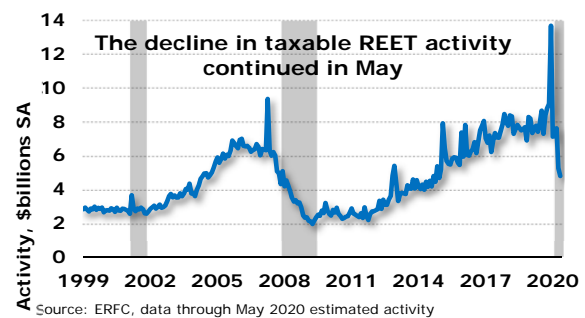
- Total payments in the retail trade sector were down 7.1% year over year. Last month, payments were down 4.7% year over year.
- Payments from the motor vehicles and parts sector dropped by 54.3% year over year. Last month, payments in the sector decreased 34.0% year over year.
- Retail trade sectors showing strong year-over-year growth were miscellaneous retailers (+79.2%), nonstore retailers (+27.9%), food and beverage stores (+26.7%), electronics and appliances (+8.1%) and building materials and garden supplies (+7.4%).
- Besides autos, four retail sectors showed declining year-over-year payments: apparel and accessories (-58.7%), furniture and home furnishings (-49.0%), sporting goods, toys, books and music (-26.8%) and gas stations and convenience stores (-11.6%).
- Payments from non-retail trade sectors decreased 18.4% year over year in the current period. Last month, year-over-year payments increased 0.4%.
- Tax payments by businesses in the accommodation and food services sector shrank by 48.5% year over year. Last month receipts from the sector decreased 35.2% year over year.
- Payments from the manufacturing sector decreased by 23.3% year over year. Last month payments decreased 6.0% year over year. This month saw a large decrease in payments from the petroleum refining sector, due to both a year-over-year decrease in oil prices and a decrease in sales volume. The month also saw a large decrease in payments from the transportation equipment sector. Excluding the transportation and petroleum sectors, payments from the remaining manufacturing sectors decreased by 22.2% year over year after declining 6.9% last month.
- Tax payments by businesses in the construction sector decreased 24.5% year over year. Last month receipts from the construction sector increased 6.7% year over year.

DOR Non-Revenue Act

May DOR non-Revenue Act collections came in \$265.1 million (15.2%) lower than forecasted. Cumulatively, collections are now \$257.1 million (10.6%) lower than forecasted.

The largest contributor to this month's shortfall was property tax collections, which came in \$254.9 million (15.8%) lower than forecasted. This shortfall, however, was mainly due to the granting of deferred payment of taxes due April 30 by many large counties. The deferred payments, which are due before the end of June, should make up most of this month's shortfall when they arrive. Cumulatively, collections are now \$258.4 million (13.7%) lower than forecasted.

Real estate excise tax (REET) collections came in \$16.3 million (23.1%) lower than forecasted. Seasonally adjusted sales decreased further after last month's large drop (see figure). Reported sales of large commercial property (property valued at \$10 million or more) totaled \$209 million, down from last month's total of \$299 million. Cumulatively, REET collections are still \$4.9 million (2.1%) higher than forecasted.



Liquor taxes came in \$8.0 million (37.3%) higher than forecasted. Cumulatively, receipts are now \$9.5 million (10.8%) higher than forecasted.

Cigarette tax receipts came in \$5.2 million (19.8%) lower than forecasted. Cumulatively, receipts are now \$7.5 million (7.7%) lower than forecasted.

While a net refund of unclaimed property from the GF-S of \$2.5 million was forecasted this month, there was instead a net deposit into the GF-S of \$4.1 million. Cumulatively, however,

Attachment A

Page 6

there is a net refund that is \$0.2 million lower than forecasted.

All other DOR revenue came in \$3.2 million (29.7%) lower than forecasted, with shortfalls in a large number of sources. Cumulatively, collections are now \$5.9 million (5.2%) lower than forecasted.

Other Revenue

Revenue from the Administrative Office of the Courts came in \$2.2 million (38.7%) lower than forecasted. Cumulatively, revenue is now \$2.7 million (12.6%) lower than forecasted.

Attachment A

Page 7

Key U.S. Economic Variables

	2019	2020					2018	2019
	Dec.	Jan.	Feb.	Mar.	Apr.	May		
Real GDP (SAAR)	2.1	-	-	-5.0	-	-	2.9	2.3
Industrial Production (SA, 2007 = 100)	109.6	109.1	109.3	104.3	92.6	-	108.6	109.5
<i>YOY % Change</i>	<i>-0.8</i>	<i>-0.9</i>	<i>-0.3</i>	<i>-4.9</i>	<i>-15.0</i>	<i>-</i>	<i>3.9</i>	<i>0.9</i>
ISM Manufacturing Index (50+ = growth)	47.2	50.9	50.1	49.1	41.5	43.1	58.8	51.2
ISM Non-Manuf. Index (50+ = growth)	54.9	55.5	57.3	52.5	41.8	45.4	58.9	55.6
Housing Starts (SAAR, 000)	1,587	1,617	1,567	1,276	891	-	1,250	1,290
<i>YOY % Change</i>	<i>42.1</i>	<i>27.1</i>	<i>37.8</i>	<i>6.1</i>	<i>-29.7</i>	<i>-</i>	<i>3.9</i>	<i>3.2</i>
Light Motor Vehicle Sales (SAAR, mil.)	16.6	16.9	16.8	11.4	8.6	-	17.2	16.9
<i>YOY % Change</i>	<i>-4.2</i>	<i>1.3</i>	<i>1.4</i>	<i>-34.2</i>	<i>-47.9</i>	<i>-</i>	<i>0.5</i>	<i>-1.9</i>
CPI (SA, 1982-84 = 100)	258.4	258.8	259.1	258.0	255.9	-	251.1	255.7
<i>YOY % Change</i>	<i>2.3</i>	<i>2.5</i>	<i>2.3</i>	<i>1.5</i>	<i>0.4</i>	<i>-</i>	<i>2.4</i>	<i>1.8</i>
Core CPI (SA, 1982-84 = 100)	265.8	266.5	267.1	266.8	265.6	-	257.6	263.2
<i>YOY % Change</i>	<i>2.2</i>	<i>2.3</i>	<i>2.4</i>	<i>2.1</i>	<i>1.4</i>	<i>-</i>	<i>2.1</i>	<i>2.2</i>
IPD for Consumption (2009=100)	110.5	110.7	110.8	110.5	110.0	-	108.1	109.7
<i>YOY % Change</i>	<i>1.6</i>	<i>1.8</i>	<i>1.8</i>	<i>1.3</i>	<i>0.5</i>	<i>-</i>	<i>2.1</i>	<i>1.4</i>
Nonfarm Payroll Empl., e-o-p (SA, mil.)	152.0	152.2	152.5	151.1	130.4	132.9	149.9	152.0
<i>Monthly Change</i>	<i>0.18</i>	<i>0.21</i>	<i>0.25</i>	<i>-1.37</i>	<i>-20.69</i>	<i>2.51</i>	<i>2.31</i>	<i>2.13</i>
Unemployment Rate (SA, percent)	3.5	3.6	3.5	4.4	14.7	13.3	3.9	3.7
Yield on 10-Year Treasury Note (percent)	1.86	1.76	1.50	0.87	0.66	0.67	2.91	2.14
Yield on 3-Month Treasury Bill (percent)	1.57	1.55	1.54	0.30	0.14	0.13	1.97	2.10
Broad Real USD Index** (Jan. 2006=100)	107.0	106.4	107.7	111.7	113.4	113.0	104.1	107.1
Federal Budget Deficit (\$ bil.)*	13.3	32.6	235.3	119.0	738.0	398.8	779.0	984.4
<i>FYTD sum</i>	<i>356.6</i>	<i>389.2</i>	<i>624.5</i>	<i>743.5</i>	<i>1,481.5</i>	<i>1,880.3</i>		
US Trade Balance (\$ bil.)	-45.7	-42.0	-34.7	-42.3	-49.4	-	-579.9	-576.9
<i>YTD Sum</i>	<i>-576.9</i>	<i>-42.0</i>	<i>-76.7</i>	<i>-119.1</i>	<i>-168.5</i>	<i>-</i>		

*Federal Fiscal Year runs from October 1st to September 30th.

**Weighted average of U.S. dollar foreign exchange values against currencies of major U.S. trading partners, Federal Reserve.

Attachment A

Page 8

Key Washington Economic Variables

	2019	2020					2018	2019
	Dec.	Jan.	Feb.	Mar.	Apr.	May		
Employment <i>End-of-period</i>								
Total Nonfarm (SA, 000)	3,506.1	3,516.2	3,522.4	3,508.6	3,039.8	3,088.5	3,431.5	3,506.1
<i>Change from Previous Month (000)</i>	10.7	10.1	6.3	-13.8	-468.8	48.8	72.8	74.6
Construction	222.3	223.1	226.4	224.5	162.5	182.8	218.7	222.3
<i>Change from Previous Month</i>	0.3	0.9	3.3	-1.9	-62.0	20.3	13.3	3.5
Manufacturing	293.5	292.6	292.7	290.2	260.6	261.5	293.0	293.5
<i>Change from Previous Month</i>	0.4	-0.9	0.1	-2.6	-29.6	1.0	9.5	0.5
Aerospace	89.5	89.0	88.2	87.6	86.9	82.8	86.4	89.5
<i>Change from Previous Month</i>	0.7	-0.5	-0.8	-0.6	-0.7	-4.1	4.6	3.0
Software	72.4	72.8	73.6	73.8	70.1	70.2	67.4	72.4
<i>Change from Previous Month</i>	0.6	0.4	0.8	0.2	-3.7	0.1	4.6	5.1
All Other	2,917.9	2,927.7	2,929.7	2,920.2	2,546.6	2,574.0	2,852.4	2,917.9
<i>Change from Previous Month</i>	9.5	9.8	2.0	-9.5	-373.6	27.5	45.4	65.5
Other Indicators <i>Annual Average</i>								
Seattle CPI (1982-84=100, NSA)	279.4	-	282.1	-	280.5	-	271.1	277.9
	2.2%	-	2.5%	-	1.3%	-	3.2%	2.5%
Housing Permits (SAAR, 000)	56.8	54.1	50.8	44.5	28.6	-	44.2	48.3
	17.3%	28.9%	45.4%	-14.7%	-47.2%	-	-1.1%	9.3%
WA Index of Leading Ind. (2004=100)	130.2	129.0	129.4	120.1	109.0	-	127.4	128.8
	1.8%	0.8%	2.8%	-6.8%	-15.4%	-	2.7%	1.1%
WA Business Cycle Ind. (Trend=50)	82.0	78.9	80.3	74.3	37.8	-	76.8	77.6
	6.3%	2.4%	9.5%	-2.7%	-51.4%	-	7.2%	1.0%
Avg. Weekly Hours in Manuf. (SA)	42.9	41.7	42.1	41.3	35.3	-	42.3	42.6
	0.0%	-2.4%	3.1%	-4.2%	-16.6%	-	1.5%	0.6%
Avg. Hourly Earnings in Manuf.	30.1	29.0	28.9	28.7	27.9	-	28.4	29.3
	2.6%	-0.3%	-2.3%	-2.1%	-4.2%	-	3.8%	3.1%
New Vehicle Registrations (SA, 000)	22.8	23.3	24.3	21.5	7.8	9.4	25.0	23.7
	-7.6%	-5.7%	8.0%	-11.9%	-68.9%	-61.4%	-1.4%	-5.2%
Initial Unemployment Claims (SA, 000)	28.5	31.3	26.4	425.2	513.0	414.1	26.3	28.5
	11.4%	5.0%	-30.3%	1450.7%	1740.8%	1412.3%	-2.0%	8.3%
Personal Income (SAAR, \$bil.)	502.1	-	-	-	-	-	467.4	494.2
	5.6%	-	-	-	-	-	7.5%	5.7%
Median Home Price (\$000)	396.9	-	-	415.0	-	-	364.7	395.7
	11.5%	-	-	10.8%	-	-	5.9%	8.5%

*Employment data has been Kalman filtered and does not match figures released by the BLS

*Percentage Change is Year-over-Year

Attachment A

Page 9

Key Revenue Variables

Thousands of Dollars

	2019							2020						
	May 11- June 10	Jun 11- Jul 10	Jul 11- Aug 10	Aug 11- Sep 10	Sep 11- Oct 10	Oct 11- Nov 10	Nov 11- Dec 10	Dec 11- Jan 10	Jan 11- Feb 10	Feb 11- Mar 10	Mar 11- Apr 10	Apr 11- May 10	May 11- June 10	
Department of Revenue-Total	2,828,506	1,788,601	1,740,100	1,664,931	1,669,398	1,911,881	2,929,650	1,842,843	1,846,892	1,522,387	1,454,131	1,490,063	2,674,097	
Revenue Act	1,357,118	1,367,350	1,616,406	1,486,401	1,495,620	1,562,158	1,503,491	1,423,208	1,685,712	1,339,368	1,260,442	1,184,718	1,197,740	
Retail Sales Tax	907,741	941,300	1,075,554	993,590	1,009,745	1,040,129	985,246	950,720	1,117,362	862,669	757,294	763,803	788,739	
Business and Occupation Tax	352,276	336,474	428,944	375,192	375,531	413,841	404,396	386,709	456,130	357,309	380,128	343,195	316,933	
Use Tax	48,519	67,310	70,648	66,505	59,707	62,048	66,837	51,185	61,309	62,354	52,701	40,803	53,684	
Public Utility Tax	35,415	34,296	34,204	31,224	33,101	29,952	24,115	19,276	33,511	42,140	41,429	28,781	27,207	
Tobacco Products Tax	4,286	6,635	2,870	8,080	2,147	5,031	8,109	2,233	6,384	2,471	3,823	3,499	3,745	
Penalties and Interest	8,881	-18,666	4,187	11,809	15,390	11,158	14,787	13,085	11,016	12,427	25,067	4,637	7,433	
Non-Revenue Act*	1,471,387	421,251	123,694	178,530	173,778	349,723	1,426,159	419,634	161,180	183,019	193,690	305,345	1,476,357	
Liquor Sales/Liter	21,658	24,790	24,216	28,592	24,327	22,959	24,162	24,751	35,389	22,906	20,278	25,200	29,392	
Cigarette	32,557	23,475	32,690	24,133	29,652	33,699	22,676	32,480	32,443	19,206	20,322	29,322	21,316	
Property (State School Levy)	1,315,310	258,619	-67,207	12,035	16,322	64,191	1,234,712	187,782	14,282	6,982	71,558	186,427	1,359,407	
Real Estate Excise	91,832	110,780	125,943	99,598	95,704	115,092	100,115	168,072	59,577	55,533	78,457	54,836	54,471	
Unclaimed Property	-3,737	-6,907	-5,754	-185	-895	99,873	28,258	-2,628	2,517	560	-4,673	-3,985	4,088	
Other	13,768	10,494	13,806	14,357	8,668	13,909	16,236	9,178	16,973	77,831	7,747	13,546	7,684	
Administrative Office of the Courts*	6,098	7,074	4,991	6,220	5,860	5,952	6,343	5,138	5,682	4,929	4,810	5,750	3,507	
Total General Fund-State**	2,834,603	1,795,675	1,745,091	1,671,152	1,675,258	1,917,833	2,935,993	1,847,980	1,852,574	1,527,316	1,458,941	1,495,813	2,677,604	
	<i>1.6</i>	<i>0.5</i>	<i>1.2</i>	<i>5.6</i>	<i>6.4</i>	<i>6.6</i>	<i>55.8</i>	<i>9.6</i>	<i>0.4</i>	<i>6.9</i>	<i>5.8</i>	<i>-18.1</i>	<i>-5.5</i>	

*Monthly Revenues (month of beginning of collection period)
 ** Detail may not add due to rounding. The GFS total in this report includes only collections from larger state agencies: the DOR, Lottery Commission, AOC and DOL.
 Note: *Italic figures refer to Year-over-Year percent change.*

Attachment A

Revenue Forecast Variance
Thousands of Dollars

Period/Source	Estimate*	Actual	Difference Amount	Percent
May 11 - June 10, 2020				
June 10, 2020 Collections Compared to the February 2020 Forecast				
Department of Revenue-Total	\$3,136,671	\$2,674,097	(\$462,573)	-14.7%
Revenue Act** (1)	1,395,193	1,197,740	(197,453)	-14.2%
Non-Revenue Act(2)	1,741,478	1,476,357	(265,121)	-15.2%
Liquor Sales/Liter	21,405	29,392	7,986	37.3%
Cigarette	26,569	21,316	(5,253)	-19.8%
Property (State School Levy)	1,614,261	1,359,407	(254,854)	-15.8%
Real Estate Excise	70,801	54,471	(16,331)	-23.1%
Unclaimed Property	(2,482)	4,088	6,570	NA
Other	10,923	7,684	(3,239)	-29.7%
Administrative Office of the Courts (2)	5,724	3,507	(2,217)	-38.7%
Total General Fund-State***	\$3,142,395	\$2,677,604	(\$464,790)	-14.8%

Cumulative Variance Since the February Forecast (February 11, 2020 - June 10, 2020)

Department of Revenue-Total	\$8,031,264	\$7,140,679	(\$890,586)	-11.1%
Revenue Act** (3)	5,615,741	4,982,268	(633,472)	-11.3%
Non-Revenue Act(4)	2,415,524	2,158,410	(257,113)	-10.6%
Liquor Sales/Liter	88,236	97,775	9,539	10.8%
Cigarette	97,707	90,166	(7,541)	-7.7%
Property (State School Levy)	1,882,750	1,624,373	(258,376)	-13.7%
Real Estate Excise	238,388	243,297	4,909	2.1%
Unclaimed Property	(4,237)	(4,009)	228	NA
Other	112,681	106,809	(5,872)	-5.2%
Administrative Office of the Courts (4)	21,723	18,996	(2,728)	-12.6%
Total General Fund-State***	\$8,052,988	\$7,159,674	(\$893,313)	-11.1%

1 Collections May 11 - June 10, 2020. Collections primarily reflect April 2020 activity of monthly filers.

2 May 2020 collections.

3 Cumulative collections, estimates and variance since the February 2020 forecast (February 11, 2020 - June 10, 2020) and revisions to history.

4 Cumulative collections, estimates and variance since the February forecast (February - May 2020) and revisions to history.

* Based on the February 2020 economic and revenue forecast released February 19, 2020.

**The Revenue Act consists of the retail sales, B&O, use, public utility, tobacco products taxes, and penalty and interest.

*** Detail may not add due to rounding. The General Fund-State total in this report includes only collections from the Department of Revenue and the Administrative Office of the Courts.



Date: June 23, 2020

A/P Check Batches		
Dated	Check Numbers	Amount
05/11/2020	ACH Debit-76 Fleet-April	\$2,601.16
06/15/2020	62078-62133	\$1,089,702.25
Total		\$1,092,303.41

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 62078 through 62133, and ACH in the amount of \$1,092,303.41.

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

Councilmember

Councilmember

Director of Finance

City Manager

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

ACH Cash Pro Online
City of Mill Creek

Report Date: 05/12/2020
Report Time: 09:57:51 AM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	05/11/2020 ✓
ACH ID:	2911225895	Batch Sequence:	2
Application Name:	CCD Payments and Collections	Database Name:	76
Batch Status:	Submitted	Created By:	LOTLEO
Released By:	MCIARAVINO		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
76 FLEET WEX BANK ✓	0201-00-1059153	\$2,601.16 ✓	C	071000288	4539508	C	0038810

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$2,601.16	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$2,601.16 ✓	1
Prenotes	\$0.00	0



Invoice Statement

INVOICE NUMBER: 65282225
 ACCOUNT NAME: City of Mill Creek

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0201-00-105915-3	14,800.00	30	APR-30-2020	MAY-22-2020	2,601.16

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
APR-16-2020	Payment - Thank You		4,011.82
APR-30-2020	Fuel Purchases	2,621.25	
APR-30-2020	Service Purchases	8.00	
APR-30-2020	Other Purchases		8.00
APR-30-2020	Rebates and Rebate Reversals		20.09

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 - April
 Bars Code # 001-008-521-70-3200 \$1,935.18
001-018-576-80-3200 \$782.64
 Signature 401-401-521-38-3200 \$320.78
103-103-542-30-3200 \$62.56
 Date fg 05/11/2020 \$2,601.16

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
4,011.82	4,011.82	2,621.25	20.09	2,601.16

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

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

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



ACCOUNT NAME	City Of Mill Creek
ACCOUNT NUMBER	0201-00-105915-3
INVOICE NUMBER	65282225
BILL CLOSING DATE	APR-30-2020
AMOUNT DUE	2,601.16
AMOUNT ENCLOSED	
PAYMENT DUE DATE	MAY-22-2020

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

76 Fleet

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

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

02010010591534000000260116 200522

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 6/18/2020 2:59 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
62078	ADPLLC 558385491	ADP, LLC ADP Payroll Services 04/30 & 05/15, HCM 05/1	06/15/2020		1,658.89
				Total for Check Number 62078:	0.00 1,658.89
62079	XAGARWA 2002568.002	Anup Agarwal Refund Junior Tennis Camp: 8-12 Years - Dev	06/15/2020		100.00
				Total for Check Number 62079:	0.00 100.00
62080	ALDWTR	Alderwood Water District	06/15/2020		
	00320003-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	01100176-01	Median 4 & 5 I/R 03/19 - 05/22			72.68
	01300169-01	1901 Mill Fern Dr SE I/R Median 03/20 - 05/21			220.52
	01550006-01	16011 28th Dr SE I/R 03/19 - 05/21			72.68
	02170002-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	02460002-01	155 Village Grn Dr I/R 03/19 - 05/22			139.88
	02470001-01	155 Village Grn Dr/Heron Pk 03/19 - 05/22			200.74
	03050003-01	15933 29th Dr SE I/R 03/19 - 05/21			72.68
	03095000-01	16220 27th Dr SE I/R 03/19 - 05/21			72.68
	03805002-01	16217 27th Dr SE I/R 03/19 - 05/21			72.68
	03865000-01	16205 25th Dr SE I/R 03/19 - 05/21			32.36
	04900159-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	05400166-01	Median Number 6 I/R 03/19 - 05/21			139.88
	05590004-02	15720 Mill Creek Blvd D/C 03/20 - 05/22			15.20
	05600177-03	15720 Main Street 03/20 - 05/22			535.68
	05700181-01	15728 Main St I/R 03/20 - 05/22			139.88
	05702001-01	15728 Main St D/C 03/20 - 05/22			15.20
	05705005-01	15728 Main St 03/20 - 05/22			395.12
	06900173-02	1300 156th Pl SE I/R 03/19 - 05/21			32.36
	07850004-01	16101 Highland Blvd/Restr 03/19 - 05/21			200.74
	07855001-01	16101 28th Dr SE I/R 03/19 - 05/21			139.88
	07895001-01	16021 28th Dr SE I/R 03/19 - 05/21			72.68
	07900155-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	08000152-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	08300050-01	3310 157th Pl SE I/R 03/19 - 05/21			72.68
	08800024-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	08900020-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	09000017-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	09080000-01	14600 Mill Creek Blvd I/R 03/19 - 05/22			32.36
	09100016-01	Seattle Hill Rd I/R 03/19 - 05/21			72.68
	13233000-01	15200 Mill Creek Blvd I/R 03/19 - 05/21			32.36
	25703000-01	14725 32nd Dr SE I/R 03/19 - 05/22			72.68
	26070000-01	15803 32nd Ave SE 03/19 - 05/21			200.74
	26467000-01	1900 164th St SE 03/19 - 05/21			72.68
	26468000-01	1900 164th St SE I/R 03/19 - 05/21			72.68
	33254000-01	14725 32nd Dr SE 03/19 - 05/22			200.74
	34493000-01	15720 Main St I/R 03/19 - 05/22			32.36

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62080:	0.00	4,086.92
62081	INTEGRA 16858500	Allstream T-1 Monthly Chgs - June	06/15/2020		691.36
			Total for Check Number 62081:	0.00	691.36
62082	ALWTEST 559 559A	Always Testing, Inc. 2020 Annual Backflow Assembly Test 2020 Annual Backflow Assembly Test	06/15/2020		960.00 960.00
			Total for Check Number 62082:	0.00	1,920.00
62083	AMAZON 17HX-T94Y-CQNN 1C6V-KGGLL-9K3M 1GM1-PXQJ-9W6P	Amazon Capital Services 3 Pro Plus 36 Veri-Desk - Engr Staff 6 Pack - Damprid - For Moldy Vehicles 4 - Big Easy Delux Kit	06/15/2020		1,309.44 86.98 296.16
			Total for Check Number 62083:	0.00	1,692.58
62084	BENEAD 2005510	Benefit Administration Co, LLC Section 125 Flexible Benefits Plan - May	06/15/2020		136.00
			Total for Check Number 62084:	0.00	136.00
62085	Beyond 9	Beyond the Benchmark Leadership/Executive Coaching Training - PW 0	06/15/2020		600.00
			Total for Check Number 62085:	0.00	600.00
62086	BCS 2020-MC5	Bridge Coordination Services DV Services - May	06/15/2020		2,343.41
			Total for Check Number 62086:	0.00	2,343.41
62087	COMPOFF 1963948-0 1964443-0	Complete Office 2 - 4 Pk - "Please Wash Your Hands" Mats 2 Cases Liquid Alcohol Sanitizer	06/15/2020		205.53 471.88
			Total for Check Number 62087:	0.00	677.41
62088	COPIETC AR48727	Copiers Etcetera, Inc. Repairs & Maint-Copy Machines	06/15/2020		1,154.73
			Total for Check Number 62088:	0.00	1,154.73
62089	DAHLELEC 28412	Dahl Electric Inc Installed Strut Support, New 480V Switch Box-I	06/15/2020		655.01
			Total for Check Number 62089:	0.00	655.01
62090	DOWELLCN 2020.05.002	Andrea Dowell Prof Svcs - Financial Consultant - May	06/15/2020		1,972.50
			Total for Check Number 62090:	0.00	1,972.50
62091	XDROSDC 2002563.002	Colleen Drosdeck Refund Color Outside the Lines Art Camp - Emr	06/15/2020		225.00
			Total for Check Number 62091:	0.00	225.00
62092	EIKENBRT	Tobie Eikenberry	06/15/2020		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	Reimb Eikenber	1 Scepter American Gas Can			18.77
			Total for Check Number 62092:	0.00	18.77
62093	EVERGR 92004 92004A 92004B 92004C	Evergreen Fire and Safety, Inc Fire Extinguisher Certifications - PD Vehicles Fire Extinguisher Certifications - CHS, Library & Fire Extinguisher Certifications - PW Vehicles Fire Extinguisher Certifications - CHN	06/15/2020		54.29 348.57 82.30 513.07
			Total for Check Number 62093:	0.00	998.23
62094	FLWRJSTU 001099	Flowers Just 4-U Floral & Gifts Wreath - Memorial Day Event	06/15/2020		175.00
			Total for Check Number 62094:	0.00	175.00
62095	HORIZON 2M096936	Horizon Distributors Inc 3 Mower Blades - Toro Rider	06/15/2020		74.94
			Total for Check Number 62095:	0.00	74.94
62096	SNOCOBU I000530030	Snohomish County Human Services Dept. 2% Liquor Profits/Liquor Taxes - 1st Qtr 2020	06/15/2020		1,461.51
			Total for Check Number 62096:	0.00	1,461.51
62097	INTSTBAT 1905701056079 1905701056177	Interstate All Battery Center 3 - 9V Procell 12 Pack - Irrigation Medians/527 2 - 12V Batteries - Fire Alarm Box - CHN	06/15/2020		77.83 108.85
			Total for Check Number 62097:	0.00	186.68
62098	ISO CW239942 CW240227	ISOOutsource IT Consultant/Tech Support 05/18 - 05/29 Remote Desktop Support Services - Tier 1 Supp	06/15/2020		2,158.04 7,541.99
			Total for Check Number 62098:	0.00	9,700.03
62099	XJOHNSNM 2002560.002	Michelle Johnson Refund Color Outside the Lines Art Camp - Curt	06/15/2020		225.00
			Total for Check Number 62099:	0.00	225.00
62100	KCDA 300487125	KCDA Purchasing Cooperative Prp Clips, Staples, & Labels-Passports	06/15/2020		63.70
			Total for Check Number 62100:	0.00	63.70
62101	DEPTL&I 324749	Department of Labor & Industries Pressure Vessel Inspection-CHS	06/15/2020		128.85
			Total for Check Number 62101:	0.00	128.85
62102	XMCGEEA 2002565.002 2002566.002	Abbey McGree Refund Junior Tennis Camp: 8-12 Years-Grace Refund Junior Tennis Camp: 8-12 Years-Anna	06/15/2020		100.00 100.00
			Total for Check Number 62102:	0.00	200.00
62103	XMEHRABI 2002558.002 2002559.002	Parisa Mehrabkhani Refund Preschool Pals - Ealia Refund Preschool Pals - Delnia	06/15/2020		648.00 288.00

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62103:	0.00	936.00
62104	MCMAG 4780	Mill Creek Living Magazine Summer 2020 Issue - MC Living Mag - City Ad	06/15/2020		1,195.00
			Total for Check Number 62104:	0.00	1,195.00
62105	OREILLY 2986-254730 2986-256731	O'Reilly Automotive Inc Fuel Filter - PW10 Fuel Filter - PW10	06/15/2020		19.51 13.65
			Total for Check Number 62105:	0.00	33.16
62106	Otak 000032000345 000032000345A	Otak, Inc., Prof Svcs - MC Blvd Corridor Subarea Plan - Th Prof Svcs - MC Blvd Corridor Subarea Plan - Th	06/15/2020		1,283.78 2,606.47
			Total for Check Number 62106:	0.00	3,890.25
62107	PACTOP 1-T1125486 1-T1129801 1-T1129906	Pacific Topsoils, Inc. Clean Green Dump Fees-Sidewalk 132nd 5 Yards Bark - CHN 1 Yard - 5/8" Crushed Rock - Gravel Path - CHN	06/15/2020		42.00 140.89 48.07
			Total for Check Number 62107:	0.00	230.96
62108	ELLITIRE 064462013189 064462013249 064462013331 064462013352	PepBoys-Remittance Dept Remove & Replace AC Condensor - Car #38 LOF - Car #42 LOF, Replace Fuse Block - Car #33 LOF, Wheel Align, Driver Seat Belt Assbly - Car	06/15/2020		997.64 65.87 579.30 627.99
			Total for Check Number 62108:	0.00	2,270.80
62109	PITNEYB 3311299247	Pitney Bowes Global Financial Services Lease Postage Machine, Meter & Scale 03/30 - C	06/15/2020		468.60
			Total for Check Number 62109:	0.00	468.60
62110	PCC WA20471KE	Precision Concrete Cutting Concrete Shaving - Hazard Removal	06/15/2020		16,723.78
			Total for Check Number 62110:	0.00	16,723.78
62111	XPRIVETC 2002561.002 2002562.002	Courtney Privett Refund Color Outside the Lines Art Camp - Lyra Refund Color Outside the Lines Art Camp - Elor	06/15/2020		225.00 225.00
			Total for Check Number 62111:	0.00	450.00
62112	SNOCUPD 105353680 105363162 115263033 121881688 121881689 125210778 141623992 148250590 151544183	PUD No. 1 of Snohomish County 2501 147th Pl SE 04/22-05/20 902 164th St SE 05/05-06/04 15429 1/2 Bothell Everett Hwy 05/06-06/04 16110 1/2 29th Dr SE 04/28-05/27 2701 155th St SE 04/28-05/27 15728 Main Street 05/07-06/04 15429 Bothell Everett Hwy 05/06-06/04 4842 SAC 05/06-06/04 15601 22nd Ct SE 04/28-05/27	06/15/2020		41.56 33.53 17.66 16.20 19.96 1,359.50 19.51 63.17 18.33

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62112:	0.00	1,589.42
62113	RAMERJ 2020-3	Jon Ramer Consulting Services - Memorial Day Parade (Ma	06/15/2020		2,222.00
			Total for Check Number 62113:	0.00	2,222.00
62114	SANDACLN May May1	Sanda Cleaners Uniform Dry Cleaning - S Conner & T Bittinger Steam Flags - Memorial Day Event	06/15/2020		92.81 26.52
			Total for Check Number 62114:	0.00	119.33
62115	SILVERL	Silverlake Water District	06/15/2020		
	14112-27585	132nd & SR 527 Irrig 05/01 - 05/31			7.60
	14737-19068	13617 28th Dr SE Irrig 05/01 - 05/31			7.60
	17679-27345	15429 1/2 Bothell Everett Hwy 05/01 - 05/31			7.60
	17684-27596	15429 Bothell Way - Irrig 05/01 - 05/31			7.60
	24079-27593	Hillside Irrig 05/01 - 05/31			7.60
	32140-27632	13903 N Creek Dr - Irrig 05/01 - 05/31			7.60
	32141-27633	13903 N Creek Dr 05/01 - 05/31			65.25
	35995-27914	SR 527 - Irrig 05/01 - 05/31			7.60
	35996-27914	14600 SR 527 - Irrig 05/01 - 05/31			7.60
	35997-27914	13800 N SR 527 - Irrig 05/01 - 05/31			7.60
	35998-27914	1600 SR 527 - Irrig 05/01 - 05/31			7.60
	35999-27914	15200 SR 527 - Irrig 05/01 - 05/31			7.60
	36000-27914	15100 N SR 527 - Irrig 05/01 - 05/31			7.60
	36016-27914	SR 527 & Trillium Blvd - Irrig 05/01 - 05/31			7.60
	36025-27914	14600 SR 527 - Irrig 05/01 - 05/31			7.60
	36026-27914	SR 527 & Dumas Rd - Irrig 05/01 - 05/31			7.60
	36365-27593	Dumas Rd Irrigation 05/01 - 05/31			22.30
	37034-30017	14721 12th Ave SE - Irrig 05/01 - 05/31			20.60
	37680-27914	0 33rd Dr & Northpointe Circle - Irrig 05/01 - 05/31			215.60
	40191-27914	13401 44th Ave SE Restroom 05/01 - 05/31			65.85
			Total for Check Number 62115:	0.00	503.60
62116	SCFIRDS INV00361	Sno County Fire District #7 Fire Interlocal Agreement - 2nd Qtr Contract #20	06/15/2020		1,007,253.50
			Total for Check Number 62116:	0.00	1,007,253.50
62117	SNDPUBIN EDH893541 EDH900007	Sound Publishing Inc Publication of Public Hearing 03/10 Publication of Ordinance No. 2020-859	06/15/2020		45.25 25.34
			Total for Check Number 62117:	0.00	70.59
62118	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - Ju	06/15/2020		3,775.92
			Total for Check Number 62118:	0.00	3,775.92
62119	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - June	06/15/2020		1,927.27
			Total for Check Number 62119:	0.00	1,927.27
62120	STERICYC 3005126914	Stericycle Inc Biomedical Waste Services - Monthly Fee	06/15/2020		10.36

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 62120:	0.00	10.36
62121	SHERWILL 2609-1	The Sherwin-Williams Co Brushes - Memorial Day Flag Pole	06/15/2020		22.05
			Total for Check Number 62121:	0.00	22.05
62122	TRANSUN 05008344	Trans Union LLC Basic Service Monthly Fee - Credit Checks 04/2	06/15/2020		60.78
			Total for Check Number 62122:	0.00	60.78
62123	TLOLLC 839489	TransUnion Risk and Alternative Background/Identity Investigations - May	06/15/2020		55.25
			Total for Check Number 62123:	0.00	55.25
62124	ULINE 120081539 120157564 120362247	Uline 3 Bloodborne Pathogen Kits 2 Boxes - Moldex Respirator N95 Masks 12 - Deluxe Coveralls w/Hood	06/15/2020		108.42 94.88 1,541.09
			Total for Check Number 62124:	0.00	1,744.39
62125	USBANK XXXXXXXX139	US Bank NA - Custody Investment Custody Charges 05/01-05/31	06/15/2020		22.00
			Total for Check Number 62125:	0.00	22.00
62126	UULC 0050175 0050175A	Utilities Underground Location Center 74 On-Call Location Services - Excavation Notif 73 On-Call Location Services - Excavation Notif	06/15/2020		94.82 94.81
			Total for Check Number 62126:	0.00	189.63
62127	XVANDIEJ 2002564.002 2002567.002	Jodie Van Diest Refund Junior Tennis Camp: 5-7 Years - Greyson Refund Junior Tennis Camp: 8-12 Years - Isaiah	06/15/2020		50.00 100.00
			Total for Check Number 62127:	0.00	150.00
62128	WWGRAIN 9539287319	W.W. Grainger, Inc. 24 Rolls - Yellow/Black Barricade Tape	06/15/2020		73.46
			Total for Check Number 62128:	0.00	73.46
62129	WAALARM 490607	Washington Alarm Service Call - Control Panel - CHN	06/15/2020		918.53
			Total for Check Number 62129:	0.00	918.53
62130	WAVEDIV 102743301000817	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St to 3000 Rockefeller	06/15/2020		641.25
			Total for Check Number 62130:	0.00	641.25
62131	WINSUPP 037654 01	Winsupply Company Elec Valve - Irrigation - CHS	06/15/2020		135.53
			Total for Check Number 62131:	0.00	135.53
62132	AFSCME	WSCCCE, AFSCME, AFL-CIO	06/15/2020		

AGENDA ITEM #G.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	May 2020	Union Dues - AFSCME - May			992.32
			Total for Check Number 62132:	0.00	992.32
62133	ZAC&THOM 20-MCR0005	Zachor & Thomas, Inc., P.S. Monthly Prosecution Legal Retainer - May	06/15/2020		9,880.00
			Total for Check Number 62133:	0.00	9,880.00
			Total for 6/15/2020:	0.00	1,089,702.25
			Report Total (56 checks):	0.00	1,089,702.25 ✓



Date: June 23, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
06/10/2020	ACH Wire- Assoc. of WA Cities	\$83,982.24
06/10/2020	ACH Automatic Deposit Checks	\$145,668.13
06/10/2020	ACH Wire- FWT & Medicare Taxes	\$25,805.51
06/10/2020	ACH Wire MEBT- Wilmington Trust	\$21,113.27
06/10/2020	ACH Wire- ICMA RC- Def. Comp	\$1,894.54
06/10/2020	ACH Wire- BAC- Flex Spending Acct	\$1,305.53
06/10/2020	ACH Wire- MCPD Guild Dues	\$1,940.00
Total		\$281,709.22

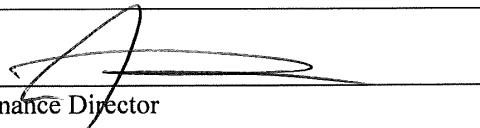
Voided Checks	
Numbers	Explanation

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 \$281,709.22.

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

Councilmember



Finance Director

Councilmember

City Manager

Association of Washington Cities

PO Box 6
C/o Vimly Benefit Solutions, Inc
Mukilteo, WA 98275-0006

MILL CREEK, CITY OF

15728 Main St
Mill Creek, WA 98012-1518

Billing Details

Billing ID: 1495	Month: 06/2020
Customer Ref: 000161575X000	Invoice Date: 05/30/2020

Payment Details

Payment Amount: \$83,982.24	ACH Payment Ref: N/A
Settlement Date: N/A	Account Type: Checking
Date/Time Paid: 06/09/2020 10:45:57 am	Account Number: ****4700
Paid By: Dana Volk	Transaction Number: py_1GsBIRGpAtMY3xQimoyTdPHu

Simon has processed your payment request

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:24 Pay Date:06/10/2020 P/E Date:05/31/2020
 Qtr/Year:2/2020 Run Time/Date:12:55:06 PM EDT 06/08/2020

Taxes Debited			
Federal Income Tax		19,293.14	
Earned Income Credit Advances		0.00	
Social Security - EE		0.00	
Social Security - ER		0.00	
Social Security Adj - EE		0.00	
Medicare - EE		2,977.53	
Medicare - ER		2,977.50	
Medicare Adj - EE		0.00	
Medicare Surtax - EE		0.00	
Medicare Surtax Adj - EE		0.00	
COBRA Premium Assistance Payments		0.00	
Federal Unemployment Tax		0.00	
Families First FMLA-PSL Payments Credit		0.00	
Families First ER Medicare Credit		0.00	
Families First FMLA-PSL Health Care Premium Credit		0.00	
CARES Retention Qualified Payments Credit		0.00	
CARES Retention Qualified Health Care Credit		0.00	
State Income Tax		0.00	
Non Resident State Income Tax		0.00	
State Unemployment Insurance - EE		0.00	
State Unemployment Insurance Adj - EE		0.00	
State Disability Insurance - EE		0.00	
State Disability Insurance Adj - EE		0.00	
State Unemployment/Disability Ins - ER		0.00	
State Family Leave Insurance - EE		185.79	
State Family Leave Insurance - ER		0.00	
State Medical Leave Insurance - EE		167.15	
State Medical Leave Insurance - ER		204.40	
Transit Tax - EE		0.00	
Workers' Benefit Fund Assessment - EE		0.00	
Workers' Benefit Fund Assessment - ER		0.00	
Local Income Tax		0.00	
School District Tax		0.00	
Total Taxes Debited		25,805.51	
Other Transfers	Full Service Direct Deposit	145,668.13	Total Liability
	Total Amount Debited From Your Account		171,473.64
Bank Debits & Other Liability	Checks	0.00	171,473.64
	Adjustments/Prepay/Voids	0.00	171,473.64
Taxes- Your Responsibility	None this payroll		171,473.64

Payroll 06/10/2020

MEBT ER	12,851.31	8729.60 LEO	Total
MEBT EE	13,965.15	704.60 MBX	Total
Sub-Total	26,816.46	12809.82 MEB	Total
Less Standard Insurance	(5,703.19)	409.24 MEB2	Total
Wire Total	21,113.27	41.49 MME	Total
		41.49 MMR	Total
		6893.45 P2E	Total
		1114.67 P3E	Total
		12809.82 TER	Total
		43554.18 Grand Total	



Funds Transfer Request Authorization (FTRA)

Customer Information	
Name: MILL CREEK, WA CITY OF Phone: (426)921-6723	Address: 16728 MAIN ST MILL CREEK WA 980121618 US

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

Wire Information	
Wire Type: DOMESTIC Country: US Currency of Recipient Account: USD Source: IN PERSON ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH)	Wire Date: 06/12/2020 Wire Amount (USD): 1,894.64 Wire Fee: 30.00

Recipient Information	
Recipient Name: ICMA RC Account Number Type: ACCOUNT NUMBER Account Number: Address: BALTIMORE MARYLAND US	Bank Name: MANUFACTURERS AND TRADERS TRUST COMPANY Bank ID: Address: ONE M AND T PLAZA, 15TH FL BUFFALO NY 14203 US

Information about payment:
Purpose of Payment: OTHER

Additional Reference Information: SENDER'S REF: 302029

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.

Date of Request: ___/___/___

Customer Signature: _____

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) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) _____ Exception Reason: _____
---	---	---	--	---

FOR BANK USE ONLY: Financial Center Information			
Financial Center Name: MILL CREEK BANKING CENTER	Date: June 12, 2020		
Company #/Cost Center #: 00363 0037019	Phone #: 426-357-3609		
Initiating Associate Name: MAGRISO, IZZET	Remittance ID #: 46YVSBFWA		

Payroll Date 06/10/20	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	✓

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 06/12/2020
Report Time: 11:24:13 AM

Batch Summary Report by ID Number

Company Name:	City of Mill 01	Effective Date:	06/12/2020
ACH ID:	2911225895	Batch Sequence:	1
Application Name:	GCD Payments and Collections	Database Name:	BAC
Batch Status:	Submitted	Created By:	MCIARAVINO
Released By:	MCIARAVINO		

<u>Name</u>	<u>ID</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trace #</u>
BAC	BENEFIT ADMIN C	\$1,305.53	C			C	0184902

Total Amount in Batch

Total Count in Batch

Debits	\$0.00	0
Credits	\$1,305.53	1
Prenotes	\$0.00	0

Grand Total Amount

Grand Total Count

Debits	\$0.00	0
Credits	\$1,305.53	1
Prenotes	\$0.00	0

Payroll Date 06/10/2020	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
 Phone: (425)921-6723
 Address: 16728 MAIN ST
 MILL CREEK
 WA 980121618 US

Account Information

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

Wire Information

Wire Type: DOMESTIC
 Country: US
 Currency of Recipient Account: USD
 Source: IN PERSON
 ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH)
 Wire Date: 06/12/2020
 Wire Amount (USD): 1,940.00 ✓
 Wire Fee: 30.00

Recipient Information

Recipient Name: MILL CREEK POLICE OFFICER GUILD
 Account Number Type: ACCOUNT NUMBER
 Account Number:
 Address: MILL CREEK
 WASHINGTON US
 Bank Name: BANK OF AMERICA NATIONAL ASSOCIATION
 Bank ID:
 Address: 306 MAIN ST
 EDMONDS
 WA 98020 US

Information about payment:

Purpose of Payment: OTHER

Additional Phone Advice:

Additional Reference Information:

REF: POLICE GUILD BEN INFO:POLICE GUILD DUES DIRECT DEPOSIT

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.

Date of Request ____/____/____

Customer Signature _____

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: 20px; width: 100%;"></div> <p>Exception Reason: _____</p>
--	--	--	--	--

FOR BANK USE ONLY: Financial Center Information

Financial Center Name	MILL CREEK BANKING CENTER	Date:	June 12, 2020
Company #/Cost Center #:	00353 0037019	Phone #:	425-367-3809
Initiating Associate Name:	MAGRISO, IZZET	Remittance ID #:	6BY3CHNOZ

Police Guild Dues for May 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

May-20



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, June 2, 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 City Council.

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

CALL TO ORDER

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

Virtual City Council Regular Meeting

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

Call-In Number:

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

- United States (Toll-Free): 1 866 899 4679
- One-touch: tel:+18668994679,,644789413#
 - Access Code: 644-789-413

- United States: +1 (224) 501-3318
- One-touch: tel:+12245013318,,644789413#
 - Access Code: 644-789-413

PLEDGE OF ALLEGIANCE

- A.** The Pledge of Allegiance was led Mayor Pro Tem Holtzclaw.

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:

June 2, 2020 REGULAR COUNCIL MEETING MINUTES

AUDIENCE COMMUNICATION

- B.** Public comment on items on or not on the agenda were given by:
Laura Peterson, Mill Creek resident commented on the 2020 Graduate Car Parade and thanked the City for its efforts and also mentioned that the registration for participation filled up very quickly and would like the City to consider to open more slots.

Carmen Fischer, Mill Creek resident commented that she was very impressed and proud by both the Mill Creek Police Department and George Floyd Protestors for a peaceful demonstration in Mill Creek.

PRESENTATIONS

- C.** [Proclamation for Graduating Class of 2020](#)
In light of the events of COVID 19 and the stay at home order, Mayor Pruitt and the City of Mill Creek City Council issued a Proclamation for High School Senior Graduates of the following:

WHEREAS, Jackson High School and their students have had to transition from physical classrooms to virtual classrooms; and

WHEREAS, the 2020 graduates have faced the challenges and changes of social distancing in their Senior year of High School head-on and adapted to a new normal as they prepared themselves for continuing education, training and success in their future paths; and

WHEREAS, the 2020 graduating seniors have encountered the disappointment and disillusion of unprecedented cancellations of traditional events that celebrate and honor their years of education with strength and a positive approach to the future; and

WHEREAS, the City of Mill Creek wishes to acknowledge and show support for the graduating class of 2020 with the recognition they deserve for showing the ability to adapt and change; and

NOW, THEREFORE, I, Pam Pruitt, Mayor of the City of Mill Creek, on behalf of the City Council, do hereby recognize the Graduating Class of 2020 for their diligent efforts, countless hours of study, triumphant wins, and tearful disappointments that have been experienced during their high school career.

- D.** COVID 19 Update
(Grace Lockett, Interim Chief of Staff)

Interim Chief of Staff Grace Lockett presented to City Council an update on the following:

1. National, state and local statistics on confirmed COVID 19 cases and deaths.

National Statistics include:

COVID 19 confirmed cases: 1,802,470
COVID 19 deaths: 105,157
COVID 19 new deaths on June 2: 761
COVID 19 new cases: 14,790

State of Washington Statistics include:

COVID 19 confirmed cases: 22,157
COVID 19 deaths: 1,129

Snohomish County statistics include:

COVID 19 confirmed cases: 3,001
COVID 19 new cases: 412
COVID 19 deaths: 150

City of Mill Creek statistics include:

COVID 19 confirmed cases: 56
COVID 19 deaths: 05

2. The current challenge in dealing with the coronavirus is testing.
3. Snohomish County is in Phase 1 of the Stay at Home Stay Healthy Order. An application for the county to be considered for Phase 2 has been submitted as of June 1, 2020.
4. Re-entry plan for the City of Mill Creek is being developed which includes:
 - Obtaining adequate supply of Personal Protective Equipment
 - Increase sanitizing of City Hall South and North
 - Reconfigure space to accommodate social distancing requirements
 - Evaluated City Hall's HVAC system
 - Installation of signage at parks regarding current regulations of social distancing and sanitizing.

At approximately 6:22 p.m. Council recessed for 5 minutes due to disturbances on the GoToMeeting platform. City Council reconvened regular session at approximately 6:30 p.m.

NEW BUSINESS

- E.** Demolition of St. Francis Episcopal Church and Cook Property Structure – Award Construction Contract
(Gina Hortillosa, Director of Public Works and Development Services)

Director Hortillosa presented to Members of Council information on the recent purchase of St. Francis Episcopal Church. The property includes a church structure, detached classroom building, two small storage sheds and a small wooden play structure. Demolition of the structures is being proposed to minimize the risk of

June 2, 2020 REGULAR COUNCIL MEETING MINUTES

vandalism on the property. The recommendation to City Council is to authorize the City Manager to execute a contract with Maltby Container Recycling and Demolition for the demolition of the structures on the Church Property and the single family home on the Cook Property in an amount not to exceed \$54,587.00.

Council engaged in discussion and Q & A,

Councilmember Cavaleri made a motion to authorize the City Manager, to execute a contract with Maltby Container Recycling and Demolition for the demolition of the structures on the St. Francis Episcopal Church Property and the single family home on the Cook Property (Base Bid and Additive A) in an amount not to exceed \$54,587.00. Councilmember Steckler seconded the motion. The motion passed unanimously.

- F. Ordinance Amending the Mill Creek Municipal Code related to Flood Damage Prevention
(Gina Hortillosa, Director of Public Works and Development Services)

Director Hortillosa provided City Council with information on the adoption of the most recent FEMA Flood Insurance Rate Maps. The proposed amendments include: new/updated definitions, application process, development standards, variance review criteria and time frames for review, as well as revisions to the appeals process. Proposed Amendments will provide protection for the City residents and property and ensure that property owners will remain eligible to participate in the National Flood Insurance Program (NFIP). The recommendation to City Council is to adopt the Ordinance No. 2020 - 860 revoking MCMC Chapter 15.20 related to Flood Damage Prevention in its entirety, and replace it with a new MCMC Chapter 15.20 as recommended in Planning Commission Resolution 2020-167.

Council engaged in discussion.

Councilmember Steckler made a motion to adopt Ordinance 2020-860 revoking Mill Creek Municipal Code (MCMC) Chapter 15.20 related to Flood Damage Prevention in its entirety and replacing it with a new MCMC Chapter 15.20. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

CONSENT AGENDA

- G. City Council Meeting Minutes of May 26, 2020

Councilmember Cavaleri made a motion to pass the consent agenda. Councilmember Steckler seconded the motion. The motion passed unanimously.

REPORTS

- H. Mayor/Council

Mayor Pruitt reported that she attended the peaceful protest in light of the tragic event of the killing of George Floyd.

June 2, 2020 REGULAR COUNCIL MEETING MINUTES

Councilmember Cavaleri commented on the tragic incident of the killing of George Floyd and police brutality and expressed that violence needs to stop and at some point a dialogue needs to happen.

Councilmember Vignal acknowledged the peaceful protest that transpired, the high school students who attended, and the Mill Creek Police Officers. She commented on how the community of Mill Creek came together peacefully.

Mayor Pro Tem Holtzclaw reported that he attended the [Snohomish County Tomorrow \(SCT\) Steering Committee Meeting](#) to discuss the [SCT Buildable Lands Methodology & Reasonable Measures Program Documents](#). [Click here](#) to see the agenda.

Councilmember Todd reported that the Puget Sound Regional Council (PSRC) Executive Board convened and approved the 2020 Adjustment of PSRC's Federal Transit Administration Funds and Distribution of Funds to the FTA Regional Contingency List of Projects. He also reported that a update on the general assembly and that the amendments for the 2050 Vision were unable to pass due to meeting cancellations. [Click here](#) to view agenda. New business that will be voted on will be the election of Board members. Councilman Todd invites other Councilmembers to attend future meetings.

I. City Manager

- Temporary Sign Ordinance Extension

City Manager Michael Ciaravino requested to continue the extension of the temporary sign ordinance for local businesses in order to help ease the effects of the COVID 19 closures.

Council engaged in discussion.

Councilmember Todd made a motion to extend the sign ordinance until Phase 4 is declared by the County, Councilmember Vignal seconded the motion. The motion passed unanimously.

City Manager Michael Ciaravino reported on the temporary use of sidewalks for outside dining for local restaurants in order to help local restaurants during the pandemic. Director Hortillosa provided the following information:

- Use of sidewalks (outside dining) is already allowed. In Town Center there is a minimum 8 foot required clearance for pedestrians. The approval process is administrative.
- Temporary use of sidewalk for outside dining (where min. 8 foot clearance for pedestrians cannot be provided) or in parking lots: The City can use the Special Event Permit. The approval process is administrative. An end date is specified in these types of permits. The fee could be waived by the City.

City Staff will follow up at the next Council Meeting regarding whether Council approval is needed to waive permit fee.

Council engaged in discussion.

Mayor Pro Tem Holtzclaw motioned to give the City Manager the authority to approval to take action regarding the special permit process for temporary use of the sidewalk. Councilmember Steckler seconded the motion. The motion passed unanimously.

Update on 2020 Graduating Class Car Parade:

City Manager Ciaravino reported that since the 100 participant limit for the Car Parade had been met, he requested from Staff to evaluate safety and other logistics. Acting Chief Eastman reported to Members of Council details on an alternative parade route to accommodate more participants.

Council engaged in discussion. Council decided to open up registration to more participants. City Staff will work on the logistics and continue planning.

AUDIENCE COMMUNICATION

J. Public comment on items on or not on the agenda were given by:

Lorna Martins, Mill Creek resident from the Jackson High School Parent Board commented on the 2020 Graduates Car Parade and the requested the need to open up more slots.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:04 p.m.

Pam Pruitt, Mayor

Naomi Fay, Interim City Clerk