

CITY COUNCIL AGENDA

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



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

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

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

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

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

Next Ordinance No. 2020-859

Next Resolution No. 2020-586

**February 11, 2020
City Council Meeting
6:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

AUDIENCE COMMUNICATION

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

PRESENTATIONS

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

NEW BUSINESS

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

STUDY SESSION

- D. City Council Retreat

CONSENT AGENDA

- E. Approval of Checks #61434 through #61484 and ACH Wire Transfers in the Amount of \$377,608.91.
(Audit Committee: Councilmember Bond and Councilmember Vignal)
- F. Payroll and Benefit ACH Payments in the Amount of \$223,594.29
(Audit Committee: Councilmember Bond and Councilmember Vignal)
- G. City Council Meeting Minutes of February 4, 2020.

REPORTS

- H. Mayor/Council
- I. Staff
 - Report, etc.

AUDIENCE COMMUNICATION

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

RECESS TO EXECUTIVE SESSION

- K. Discuss performance of a public employee and potential litigation with legal counsel per RCW 42.30.110 (1)(g) and (h)(i), respectively.

ADJOURNMENT



Agenda Item # _____

Meeting Date: February 11, 2020

CITY COUNCIL AGENDA SUMMARY

City of Mill Creek, Washington

AGENDA ITEM: UPDATE ON THE POLICE K9 PROGRAM

PROPOSED MOTION:

None.

KEY FACTS AND INFORMATION SUMMARY:

Beginning in January 2019, Officer Lerma and his canine trainers experienced ongoing and escalating behavioral issues with our Police Service Dog, Bagira, involving possessiveness and aggression. The behavior initially presented at home while off duty and involved Bagira's K9 handler, Officer Lerma, being bit. There were significant training hours and personnel time dedicated in an attempt to address the behavior. In spite of these efforts, the behavioral issues presented during training started to involve incidents during field deployments. Bagira displayed aggressive, possessive behavior in the field that resulted in bites that became more severe. This behavior prevented Officer Lerma from effectively using Bagira as a police service dog and created potential liability issues for the City. Bagira lives at Officer Lerma's home so there were concerns for the safety of his family.

Bagira underwent an MRI to look for signs of brain tumors, neurological impairments, or other physiological issues that might account for Bagira's change in behavior, but none were found. Multiple police service dog trainers and experts have evaluated Bagira and all have concluded that Bagira's behavioral issues require him to be removed from police service.

Officer Lerma located a non-profit organization called K9 Hero Haven in Pennsylvania that attempts to find suitable homes for ex-police and military dogs. K9 Hero Haven is fully aware of Bagira's behavioral issues and agreed to take Bagira. The owner, Anne Gibbs, signed a written agreement describing these issues indemnifying the City. Bagira will be shipped to K9 Hero Haven in the next week or so.

Once it was clear Bagira could no longer serve as a police service dog, we began a conversation with the Snohomish County Sheriff's Office canine program trainers about the possibility of being involved with their upcoming training and police service dog selection process. This partnership will allow Officer Lerma and the new dog to train locally with other local canine handlers and highly qualified canine trainers.

On February 3, 2020, Officer Lerma started training with Snohomish County. On February 16, 2020, Officer Lerma and the Snohomish County team will fly to Indiana where Officer Lerma, in consultation with the Snohomish County canine trainers, will select Mill Creek's new police service dog. On February 20, 2020, Officer Lerma will fly back with the dog and start his training of the new dog. That training is scheduled to conclude on April 9, 2020.

City Council Agenda Summary
Page 2

ATTACHMENTS:

- Sgt. Phillips' 12/12/19 memo to Chief Elwin
- Canine Transfer Agreement

Respectfully Submitted:

Michael Ciaravino

Michael Ciaravino
City Manager



15728 Main Street, Mill Creek, WA 98012
Administration 425-745-1891
Police 425-745-6175
All Other Departments 425-551-7254

Memorandum

To: Chief Elwin
From: Sgt Phillips, R #028
Date: 12/12/19
RE: Canine Program

As has been discussed in recent weeks, after much deliberation, our K9 training group has been forced to make the difficult decision to recommend the retirement of Canine Bagira. The operational goal of our K9 program has been to develop and maintain "Strong and Social" K9 teams capable of being effective in a broad spectrum of duties. That expectation necessitates exceptional performance in traditional police K9 work as well as community engagement and interaction. Unfortunately, due to a wide range of contributing factors, Canine Bagira is no longer considered suitable to fulfill the needs of such a program.

The choice to recommend retirement is one not made lightly. The balance between predictable and preventable liability is an ever-present consideration for both the handler and the organization. Contained within this memo is an outline of the efforts made by Officer Lerma as well as his trainers and helpers to repair and remediate the identified behavioral issues considered undesirable.

Summary:

Since January of 2019, Officer Lerma and contacted canine training staff have been experiencing an ongoing and escalation behavioral issue involving possessiveness and aggression with Police Service Dog (PSD) Bariga. Training to address the situation has been ongoing throughout the year. Significant additional training hours and personnel time has been dedicated to addressing and working on this issue. The behavior initially presented at home / off-duty and was immediately identified as an issue that required training to address. Over time the aggression has escalated into physical biting of PSD Bagira's handler, Officer Lerma. These bites have escalated in severity and caused progressively worse injuries. Up until recently, incidents involving this aggressive behavior had not occurred during field deployments. During the instances this behavior occurred during field deployments, it prevented Officer Lerma from effectively performing work and created serious liability and safety concerns which has led to the decision to retire PSD Bagira from service.

Incident report:

In spite of training efforts, the issue has reoccurred and even presented during training, ultimately evolving into occurrences during field deployments. The last incident occurred during a field deployment on 11/27/19, while assisting the Snohomish County Sheriff's Office at a commercial burglary just outside of Mill Creek. Officer Lerma deployed PSD Bagira for an interior off-lead building search, per standard operating practice. PSD Bagira was sent inside the building through the front doors and he began searching. Once PSD Bagira was inside the building, Officer Lerma and a deputy entered the store and began searching as PSD Bagira worked deeper into the building.

Approximately midway into the building PSD Bagira located cash that was believed to have been hidden by the store owner on or between the shelves behind the counter and he pulled it out. PSD Bagira then moved away from the counter where he found the money and laid down on the ground with the money in his mouth and covered it slightly with his chin and paws. Based on Officer Lerma's training and experience, it appeared that PSD Bagira was showing behavior consistent with a previously identified posture of "possessive behavior". This is the exact behavior that corrective training measures have been focused on addressing.

Officer Lerma ordered PSD Bagira to release the money and lay down, which he did. Officer Lerma then offered PSD Bagira a tug toy, which is what has been practiced in training, however, PSD Bagira refused to take the tug toy. This method of reward was offered multiple times with a more stern commands and more animated display of the tug toy, but PSD Bagira covered the money with his head and paws, refusing to obey.

Given that the building remained unsearched and not secure, Officer Lerma determined that he needed to secure PSD Bagira on a leash so that he could not exit out the unsecured front door of the business. Officer Lerma then used the E-collar after backing up 5-7 feet, and while doing so, PSD Bagira got up and bit Officer Lerma on the right arm. Officer Lerma ordered Bagira to

release his arm, which he did and Officer Lerma tried to shove the tug toy in his mouth. However, PSD Bagira did not take the tug and instead bit Officer Lerma's right arm again. Officer Lerma again ordered PSD Bagira to release his arm. Additionally, Officer Lerma sustained a small pinch bite to his left arm, but it is difficult to tell at which point during the incident PSD Bagira was able to bite him on the left arm.

After PSD Bagira bit Officer Lerma he sat down in front of Officer Lerma and began to slowly calm down. Officer Lerma was able to grab PSD Bagira by the collar and put him on a leash. Officer Lerma and PSD Bagira were not able to continue the building search, and the deputy had to finish the search on his own.

It should be noted in a situation such as this, PSD Bagira has typically been responding in this manner. If he discovers something that is not evidence, and he finds it on his own, he becomes very possessive and demonstrates undesirably aggressive behavior. This behavior is not acceptable in a trained police canine or in a canine needed to be relied upon to perform in a safe, effective, and consistent manner.

Although these bites did not cause injuries requiring immediate medical attention, they did cause punctures, swelling, and bruising. Far more serious injury (muscle and nerve damage) could have been possible if the bites had been on a bare arm, or other sensitive area, and not over the uniform sleeve and long undershirt worn by Officer Lerma at the time, due to the cold temperatures.

Behavioral history and training:

Leading up to the previously detailed incident, one of the first incidents involved a bite to Officer Lerma's hand while off duty during routine care. Other early incidents involved physical aggression growling, barking, and snapping. During later incidents, PSD Bagira swallowed a latex glove during narcotics training resulting in a trip to a veterinary hospital, he also swallowed a sock during a tracking deployment resulting in a trip to a veterinary hospital and continued aggression at the hospital resulted in a bite to Officer Lerma's arm. During the later incidents where PSD Bagira swallowed items, Officer Lerma employed the training techniques that he had been taught, but those techniques were ineffective in diminishing PSD Bagira's aggressive reactive behavior.

Although early training evolutions to address this issue appeared initially effective at temporarily diminishing or masking aggressive behavior, within a short time the behavior has always resurface in a more aggressive form that it had been previously. Since January 24th 2019, seventeen specific training days, involving over 204 training hours, have been completed with Code Four Canine trainers in Centralia. During these training days, extensive training time was dedicated to working on this issue. In addition, all other training has involved a focus on maintaining and improving this behavior. Over 336 total training hours have been completed since January of 2019. I should also be noted that this behavior requires attention and maintenance, even off duty during routine care, which is not reflected in total training hours.

This behavior has been directed both at Officer Lerma, trainers, and has observed / experienced by others. This aggressive behavior does not appear to be directed at only one person, but toward anyone interacting with PSD Bagira when his aggressive possessive behavior presents itself.

As the issue started to surface in live deployments, it placed Officer Lerma and others at sudden and unpredictable risk of injury and or vulnerability to potential threats in the area where they were trying to work. The trainer of record has observed this behavior directly during training, and ultimately was not able to offer or develop a training solution that is effective at permanently extinguishing the aggression. Training help has also been sought by other outside sources in addition to trainer of record. Local WSPCA canine trainers have been unable to offer other solutions or input for addressing the problem. Trainers other than Code Four Canine have been consulted on this issue, in an effort to obtain independent input and recommendations regarding this issue. All those trainers recommended discontinuing deployment and retirement from duty. All training plans were carefully and consistently followed, in hopes of finding a solution to addressing the behavior. Tenured canine trainers who we have consulted acknowledge that while rare, they have seen similar issues in canines that they have been involved with training, and they agree that removal from service and retirement is the right choice. Our decision to retire PSD Bagira is in line with best practices and industry standards, especially from a liability standpoint.

Medical assessment:

Medical evaluation in the form of an MRI at a veterinary specialist was negative for signs of brain tumors, neurological impairments, or other physical signs which might explain the onset and slow progression of the aggression to its current state. There is no reason to believe this issue could have been foreseen at selection or early on in training, up until the point the problem presented itself, there were no apparent problems. This problem presented after successful generalist and narcotics training and accreditation, and after a significant time working on the road. The sudden escalation during deployment recently, though unexpected, was severe and necessitated the immediate removal from service. All reasonable and possible alternatives to address this issue have been exhausted.

Conclusion:

The decision to remove PSD Bagira from service and retire him, although regrettable and extremely unfortunate, was not made lightly or without significant effort to attempt to work through the problem. However, the severity of the most recent event made it clear that the decision, although difficult, was necessary to protect the city, police department, canine handler Officer Lerma, other police department personnel, law enforcement partners who we assist, and the public from predictable risk and liability.

CANINE TRANSFER AGREEMENT

This Canine Transfer Agreement ("**Agreement**") is made and entered into as of _____ by and between City of Mill Creek, a Washington municipal corporation, through its Police Department ("**Transferor**"), and Anne Gibbs, an individual ("**Transferee**"), each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, Transferor owns the canine named Bagira ("**Bagira**"), a three-year-old German Shepherd canine that has been trained for police services;

WHEREAS, Bagira has demonstrated significant behavioral issues, including displaying possessive-aggression towards his handler and dominant behavior towards children, and Bagira has bitten his handler on at least two separate occasions; and

WHEREAS, Transferor wishes to transfer Bagira to Transferee and Transferee wishes to have Bagira transferred from Transferor, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Transferor and Transferee agree as follows:

AGREEMENT

1. Transfer. Transferor shall sell Bagira to Transferee and Transferee shall buy Bagira from Transferor.
2. Consideration. The total consideration for Bagira shall be the assumption of all liabilities, known or unknown, with respect to Bagira on and after the Delivery Date (the "**Consideration**").
3. Delivery Date. Transferor shall deliver Bagira on _____ or as otherwise agreed in writing by the parties to a national freight carrier of Transferee's choice, experienced in the transport of animals and shall provide confirmation of such delivery to Transferor (the "**Delivery Date**").
4. Delivery Location. Bagira shall be delivered to 176 Mahanoy Creek Lane, Herndon, PA 18730 (the "**Delivery Location**").
5. Delivery Costs. Transferor shall cover any and all costs associated with the transfer of Bagira to the Delivery Location.
6. Title and Risk of Loss. Sole ownership of and responsibility for Bagira passes to Transferee immediately upon delivery by Transferor of Bagira to the identified freight carrier. For the avoidance of doubt, Transferee shall bear responsibility for and risk of loss of Bagira while he is en route to the Delivery Location.
7. Amendment and Modification. No change to this Agreement is binding upon Transferor unless it is in writing, specifically states that it amends this Agreement and is signed by an authorized representative of Transferor.

8. General Indemnification. Transferee shall defend, indemnify and hold harmless Transferor and its respective representatives, agents, managers, employees, elected officials, counsel, insurers, assignors, and successors in interest (collectively, “**Indemnitees**”) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or occurring in connection with Bagira on and after the Delivery Date from except for those Losses caused by the gross negligence, willful misconduct or breach of this Agreement by Transferor.
9. Disclosures. Transferee understands and acknowledges that Transferor has made and hereby makes Transferee aware that Bagira has demonstrated significant behavioral issues, including displaying possessive-aggression towards his handler and dominant behavior towards children, and that Bagira has bitten his handler on at least two separate occasions. Transferee agrees that in the event that Transferee further transfers Bagira to a third party not a party to this Agreement, that it shall make similar disclosures to that third party in order to avoid unknowing assumption of risks associated with the aforementioned behavior problems displayed by Bagira.
10. Disclaimer. TRANSFEROR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO BAGIRA, INCLUDING ANY (a) WARRANTIES REGARDING THE HEALTH OR CONDITION OF BAGIRA OR THE BEHAVIOR OF BAGIRA (b) WARRANTY OF MERCHANTABILITY OR (c) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. TRANSFEEE ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT BAGIRA HAS FAILED TO INTEGRATE INTO THE MILL CREEK POLICE DOG PROGRAM DUE TO BEHAVIOR PROBLEM AND IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY TRANSFEROR (INCLUDING REPRESENTATIONS REGARDING THE BEHAVIOR OF BAGIRA), OR ANY OTHER PERSON ON TRANSFEROR’S BEHALF.
11. Termination. Transferor may terminate this Agreement at any time prior to the Delivery Date by delivering written notice to the Transferee.
12. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Transferee’s liability under Sections 8 and 14 hereof, or (b) Transferee’s liability for fraud, personal injury or death caused by its negligence, willful misconduct, or caused by Bagira.
13. Assignment. Transferee shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the prior written consent of Transferor. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Transferor of any of its obligations hereunder.
14. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington.
15. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Washington in each case located in the City of Seattle and County of King, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
16. Notices. All notices, request, consents, claims, demands, waivers and other communications

hereunder shall be in writing and addressed to the parties at the addresses set forth below or to such other address that may be designated by the receiving party in writing.

17. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Incorporation of Recitals. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

AGREED, ACKNOWLEDGED AND APPROVED by the following parties:

TRANSFeree:

_____	_____
Anne Gibbs	Date
Address: 176 Mahanoy Creek Lane	
Herndon, PA 18730	
Phone: 570-716-0849	

TRANSFEROR:
CITY OF MILL CREEK

_____	_____
By: Scott Eastman, Acting Chief of Police	Date
Address: 15728 Main St	
Mill Creek, WA 98012	
Phone: 425-921-5720	



Agenda Item # _____
 Meeting Date: February 11, 2020

CITY COUNCIL AGENDA SUMMARY
 City of Mill Creek, Washington

**AGENDA ITEM: HERON PARK PLAY AREA UPGRADES (CIP 19-PARK-01) –
 AWARD CONSTRUCTION CONTRACT**

PROPOSED MOTION:

Authorize the City Manager to execute a contract with Neptune Marine LLC for the construction of the Heron Park Play Area Upgrades Project (CIP 19-PARK-01) in an amount not to exceed \$325,422.50.

KEY FACTS AND INFORMATION SUMMARY:

In 2018, playground swings at Heron Park were removed after they were determined to be unsafe as a result of a compliance inspection. This inspection also revealed other issues, many due to the age of the equipment. As a result of these issues, the Heron Park Play Area Upgrades Project was included in the 2019-2024 Capital Improvement Plan.

The project contract documents were prepared to include seven schedules that included a base bid and six alternates as follows:

Base Bid (Schedule A)	Work includes replacing playground equipment, replacing picnic shelter roof, refinishing park fixtures (picnic tables, benches), repairing pavement, replacing water fountain, and installation of a curb ramp compliant with the Americans with Disabilities Act (ADA).
Picnic Shelter (Schedule B)	Work includes grinding, repairing, and sealing restroom floors.
Restroom (Schedule C)	Work includes installing new exhaust fan occupancy sensor.
Picnic Shelter Exterior (Schedule D)	Work includes cleaning/sealing brick veneer and concrete masonry unit (CMU) walls.
Restroom Door & Hardware (Schedule E)	Work includes replacing doors and hardware.
Irrigation (Schedule F)	Work includes new irrigation valves/heads for specific zones, installing isolation valve, new controller, and isolating/repairing leaks.
ADA Upgrades (Schedule G)	Work includes replacing signage, new striping for parking lot, and minor paving.

The project was advertised in January of 2020. Six bids were opened on January 30th (See Attachment A – Bid Tabulation) with the lowest responsive bid at \$303,875 submitted by Neptune Marine LLC. This bid was \$7,467 below the engineer’s estimate.

As identified in the project specifications, the successful bidder was the bidder submitting the lowest responsible bid for the base bid. Staff has checked references and information included in the supplemental bidder responsibility forms and has confirmed that Neptune Marine LLC is the lowest responsible bidder. Table 1 below shows the recommended schedule preference which is within the amount of funds available for the project.

Table 1. Heron Park Play Area Upgrades – Schedule Preference

Ranking	Schedules							Total Cost
Preference 1	A	B	C	D		F	G	\$325,422.50
Preference 2	A	B	C	D	E		G	\$325,422.50
Preference 3	A							\$303,875.00

Funding

Per the adopted 2019-2024 Capital Improvement Plan, the total project budget is \$410,000. This includes \$150,000 in funds from an interlocal agreement with Snohomish County and a \$5,000 Snohomish County Small Capital Partnership Grant. On July 23rd, 2019, a Professional Services Agreement was awarded to the Blueline Group for design services in the amount of \$58,900, which allows for a total construction budget of \$351,100.

Staff has received a scope and fee from J.Wiese Consulting, LLC, for construction administration and inspection to include inspection, monitoring of construction progress, and process contract payment requests. J.Wiese Consulting LLC’s construction administration fee is \$8,290. The total estimated construction cost is \$349,983.63 as shown in Table 2.

Table 2. Construction Phase Total Cost Estimate

Item	Contract	Amount
1*	Neptune Marine LLC	\$325,422.50
2	J. Wiese Consulting	\$8,290.00
3	Contingency (5%)	\$16,271.13
Total		\$349,983.63

*Schedule E no included.

The total construction contract time is 50 working days and construction is planned to begin in Spring of 2020.

Stakeholder Management

On October 16th, 2019, City staff held a meeting with the Parkside Homeowner’s Association to discuss playground concepts, as well as roofing material options for the picnic shelter. Plans and specifications were then prepared by City consultants based on the recommendations gathered from our meeting and discussions with the Parkside HOA. As the project progresses, staff will continue to keep the Parkside HOA updated on the project status.

CITY MANAGER RECOMMENDATION:

Authorize the City Manager, to execute a contract with Neptune Marine LLC for construction of the Heron Park Play Area Upgrades Project in an amount not to exceed \$325,422.50 to include Schedule A (Base Bid), Schedule B (Picnic Shelter Floor), Schedule C (Picnic Shelter Exhaust Fan), Schedule D (Clean/Seal Shelter Brick and CMU), Schedule F (Irrigation Upgrades), and Schedule G (Parking lot Paving and ADA Striping).

ATTACHMENTS:

Attachment A: Heron Park Play Area Upgrades – Bid Tabulation

Attachment B: Contract 2020-X Construction Contract –Neptune Marine LLC

Respectfully Submitted:

Michael Ciaravino

Michael G. Ciaravino
City Manager

Please note that because this is a construction project the contract itself consists of the contract document that incorporates the call for bids, the contractor's proposal, including bid schedules, information required of bidder, proposal bond and all required certificates and affidavits, the performance bond, the Public Works Payment Bond, the contract provisions included within the bid package, the plans and specifications, addendums and future change orders. The entire package has been reviewed by staff, our consulting engineers and City Attorney's Office prior to bid. Due to the size and technical nature of these documents, they are not included as part of this agenda item; however, the contract template included in the bid package that incorporates the aforementioned documents is included as a reference. When the contract is formally authorized by Council, the staff, consulting engineers and contractor will effectuate the various provisions of the documents.

ATTACHMENT A - BID TABULATION



Heron Park Play Area Upgrades
 City of Mill Creek
 Bid Opening: 10:00 am, January 30th, 2020
BID TABULATION

Table 1. Construction Bids (Heron Park Play Area Upgrades) - CIP# 19-PARK-01

Bid Item			Engineer's Estimate	*Neptune Marine	Pacific Sitework	McClure & Sons	Westwater Construction	Greenslate Landscaping	A-1 Landscaping
ITEM NO	ITEM	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	All Base Bid Items (Schedule A)	LS	\$311,342.00	\$303,875.00	\$318,903.00	\$349,939.14	\$351,390.00	\$358,843.63	\$653,639.55
	*10.5% tax included in all bids								
	BASE BID TOTAL		\$311,342.00	\$303,875.00	\$318,903.00	\$349,939.14	\$351,390.00	\$358,843.63	\$653,639.55

*Lowest Apparent Bidder

Additive Items

2	Additive 1: Picnic Shelter Floor (Schedule B)	LS	\$2,275.42	\$5,525.00	\$4,420.00	\$10,939.50	\$3,204.50	\$4,641.00	\$23,886.79
3	Additive 2: Picnic Shelter Exhaust Fan (Schedule C)	LS	\$804.44	\$2,210.00	\$4,641.00	\$3,757.00	\$1,105.00	\$5,304.00	\$29,172.00
4	Additive 3: Clean/seal Shelter Brick and CMU (Schedule D)	LS	\$4,884.10	\$3,867.50	\$3,536.00	\$4,972.50	\$6,188.00	\$4,641.00	\$40,028.63
5	Additive 4: Picnic Shelter Doors and Hardware (Schedule E)	LS	\$9,570.54	\$6,630.00	\$5,414.50	\$6,298.50	\$7,735.00	\$7,569.25	\$37,669.45
6	Additive 5: Irrigation Updates (Schedule F)	LS	\$20,651.12	\$6,630.00	\$16,575.00	\$30,940.00	\$16,575.00	\$17,324.47	\$18,280.02
7	Additive 6: Parking lot Paving and ADA Striping (Schedule G)	LS	\$5,396.64	\$3,315.00	\$6,077.50	\$4,088.50	\$7,735.00	\$3,938.22	\$18,639.14

*10.5% tax included in all bids

CONTRACT

2020-

THIS AGREEMENT is entered into by and between the City of Mill Creek (hereinafter called the Contracting Agency) and **Neptune Marine LLC**, with a principal office located at **14598 Dogwood Lane, Mount Vernon, WA 98273** (hereinafter called the Contractor).

The Contracting Agency and the Contractor agree as follows:

ARTICLE 1. WORK.

Demolition and removal of the entire existing play structure, supply and install new play equipment and wood fiber playground fall protection surfacing, install ramp at playground, replace picnic shelter roof and paint/refurbish structure per plan, refinish site furniture elements as indicated, remove and replace drinking fountain, remove and replace damage paved surfaces as indicated, remove and replace accessible ramp at curb, and include Additive items 1, 2, 3, 5, and 6, as further shown, described, and indicated in the Contract Documents.

ARTICLE 2. CONTRACT TIME.

The Contractor shall physically complete the Work within **50** working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

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

ARTICLE 4. CONTRACT PRICE.

The Contracting Agency shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) an amount not to exceed **Three-Hundred-Twenty-Five-Thousand-Four-Hundred-Twenty-Two-Dollars and Fifty-Cents (\$325,422.50)** for completion of the Work in accordance with the Contract.

A-1

827476.1/014455.00065

AGREEMENT – Continued

ARTICLE 5. CONTRACT.

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

- This Agreement;
- The Call for Bids;
- The Contractor’s Proposal including the bid, bid schedule(s), information required of bidder, Proposal bond, and all required certificates and affidavits;
- The Performance Bond and the Public Works Payment Bond;
- The Contract Provisions, dated **1/10/2020**, including the 2018 WSDOT Standard Specification as referenced;
- The Plans (or drawings) consisting of **14** sheets, as listed in the index on **sheet G0.0** of the Plans; and
- Change Orders issued after the effective date of this Agreement.

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

ARTICLE 6: MISCELLANEOUS.

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

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

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

AGREEMENT – Continued

IN WITNESS WHEREOF, Contracting Agency and Contractor have caused this Agreement to be executed the day and year indicated below.

CITY OF MILL CREEK

NEPTUNE MARINE LLC

License No. _____

By _____

By _____

Date _____

Title _____

Per resolution/motion

Attest _____

Name and Address for giving notices (print)

Approved as to form by:

Scott Missall

Finance Director

Approved as to substance:

Gina Hortillosa, Public Works and Development Services Director



Heron Park Play Area Upgrades – Construction Contract Award

February 11th, 2020

Agenda

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



Project Overview

- Swings removed in 2018
- Picnic Shelter Roof has reached life expectancy
- Other items





Project Funding

- \$150,000 – Interlocal Agreement (ILA) with Snohomish County
- \$5,000 – SCPP grant, Snohomish County
- \$255,000 – Local Funds
- Total Project Budget: \$410,000



Construction Contract

- Neptune Marine LLC – Lowest Responsible Bidder

Basis of Award

Construction Bids (Heron Park Play Area Upgrades)				
Item	Engineer's Estimate	Neptune Marine	Pacific Sitework	McClure & Sons
All Base Bid Items (Schedule A)	\$311,342	\$303,875	\$318,903	\$349,939.14



Additive Schedules

Construction Bids (Heron Park Play Area Upgrades)			
Bid Item			Neptune Marine
Schedule B	Additive 1 Picnic Shelter Floor	LS	\$5,525.00
Schedule C	Additive 2 Picnic Shelter Exhaust Fan	LS	\$2,210.00
Schedule D	Additive 3 Clean/seal Shelter Brick and CMU	LS	\$3,867.50
Schedule E	Additive 4 Picnic Shelter Doors and Hardware	LS	\$6,630.00
Schedule F	Additive 5 Irrigation Updates	LS	\$6,630.00
Schedule G	Additive 6 Parking lot Paving and ADA Striping	LS	\$3,315.00

Plans and Specifications were formatted to include additive items above



Schedule Preference

	Schedules							Total Cost
Preference 1	A	B	C	D	E	F	G	\$332,052.50
Preference 2	A	B	C	D		F	G	\$325,422.50
Preference 3	A	B	C	D	E		G	\$325,422.50
	Schedules							Total Cost



Total Construction Phase Budget: \$351,100

Item	Contract	Amount
1	Neptune Marine LLC	\$325,442.50
2	J. Wiese Consulting	\$8,290
3	Contingency	\$16,271.13
Total		\$349,983.63



Next Steps

- Council Award
- Notice to Proceed
- Construction - April 2020
- Completion – July 2020



Proposed Motion

Authorize City Manager to approve construction contract (\$325,422.50)



Thank You!

Irving Trejo, E.I.T
Project Engineer



DRAFT Retreat Agenda

9:00 am: Facilitator introduction + logistics

9:10 am: SWOT exercise – For our city government, what are the Strengths, Weaknesses, Opportunities and Threats? What are our core business objectives? This will help us prioritize our discussion topics

Topics suggested by council:

Dobson/Remelliard/Church property plan

Economic development/long term fiscal sustainability including hospitality zoning/taxing district and attracting businesses to Mill Creek

Communications including what are the city's needs; promoting the entire city; events; getting the news out; and possible marketing plan.

Growth management including zoning, multi-family, etc. (Do we discuss now or wait for presentations to council?)

Refreshing strategic plan

Miscellaneous: (time permitting)

Salary commission

Wall of Heroes

Youth Advisory Board: compare with other cities; is council happy with direction

**DRAFT / SAMPLE SWOT
by Pam Pruitt + John Steckler: Communications SWOT**

Strengths: Web site
Events

Weaknesses: No marketing plan
No Leader
Unsearchable (for historic information) web site
No regular posts to web site or social media
Not getting information out to the public

Opportunities: Social media
Regular communication
Better web site
Two local newspapers that need content
3-year plan (crawl, walk, run) to build out communications
Events – more? Different timing?
Email newsletter (quarterly) with monthly one topic updates

Threats: No crisis communication plan
Decreasing tourism due to poor communications
Misinformation in the media
Reduced economic development

Brainstorming: Strategize 3 year Communications plan
For 2020: Survive! Crawl!
Set management/responsibilities/objectives/clear schedule of expectations
“Voice of Mill Creek”



Date: February 11, 2020

A/P Check Batches		
Dated	Check Numbers	Amount
01/17/2020	ACH-Union 76 Fleet-Dec	\$4,032.58
01/29/2020	61434-61484	\$373,576.33
Total		\$377,608.91

Voided Checks	
Numbers	Explanation

CLAIMS APPROVAL

We, the undersigned Finance/Audit Committee of the City of Mill Creek, recommend approval of check numbers 61434 through 61484, and ACH in the amount of \$377,608.91.

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

Councilmember

Jodie Gunderson
Prepared By – Jodie Gunderson

Councilmember

City Manager

ACH Cash Pro Online
City of Mill Creek

Report Date: 01/21/2020
Report Time: 05:00:25 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: 01/17/2020 ✓
 ACH ID: 2911225895 Batch Sequence: 1
 Application Name: CCD Payments and Collections Database Name: 76
 Batch Status: Submitted Created By: LOTLEO
 Released By: MCIARAVINO

Name	ID	Amount	D/C	Bank ID	Account #	Acct Type	Trace #
76 FLEET WEX BANK	0201-00-1059153	\$4,032.58	C	071000288	4539508	C	0115223

	Total Amount in Batch	Total Count in Batch
Debits	\$0.00	0
Credits	\$4,032.58	1
Prenotes	\$0.00	0

	Grand Total Amount	Grand Total Count
Debits	\$0.00	0
Credits	\$4,032.58	1
Prenotes	\$0.00	0

Accounts Payable

Checks by Date - Detail by Check Date

User: Jodieg
 Printed: 2/7/2020 2:38 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
61434	ADPLLC 548943130	ADP, LLC ADP Payroll Services 11/30 & 12/15, Workforce	01/29/2020		1,691.63
			Total for Check Number 61434:	0.00	1,691.63
61435	INTEGRA 16571921	Allstream T-1 Monthly Chgs - Jan	01/29/2020		661.02
			Total for Check Number 61435:	0.00	661.02
61436	AMAZON 134J-H7NR-49-RG 13PM-KQDQ-LKFP 16WJ-XVVT-JJGD 1JKY-3VP4-FDQR 1KCR-DN4K-77TC 1RK7-MP93-FHKM 1TTL-QFWG-336Q 1VHV-XQGQ-M7NT 1VHV-XQGQ-MPKL	Amazon Capital Services 2 - Verbatim CD-R Recordable Disc, 2 - CD/DV HR File Supplies Desktop Power Outlets - Council Chambers 2 - Boxes Granite Paper - Business License Rene 2 - 2020 WA State & Labor Law Posters 10 -Chemical Resist. Work Gloves, 1 Pk. Face S 1 - OEM Night Sight External Hard Drive for Legal Hold 3 Youth Basketballs, 2 Intermediate Basketballs	01/29/2020		45.06 91.27 165.60 60.68 41.70 353.80 91.66 154.69 324.58
			Total for Check Number 61436:	0.00	1,329.04
61437	AWC1 78467 78769	Association of WA Cities 2020 AWC City Membership AWC Retrospective Rating Program 2020	01/29/2020		15,193.00 7,224.57
			Total for Check Number 61437:	0.00	22,417.57
61438	BANKCARE 1 2	Bank of America MyBuilding Permit.com - Monthly Fee Constant Contact Toolkit - Monthly Fee	01/29/2020		59.95 104.98
			Total for Check Number 61438:	0.00	164.93
61439	BCS 2019-9MC	Bridge Coordination Services DV Services - December	01/29/2020		1,958.85
			Total for Check Number 61439:	0.00	1,958.85
61440	BRIDPETS 00119	Bridges Pets Victor Highpro Plus Dog Food - Bagira	01/29/2020		54.59
			Total for Check Number 61440:	0.00	54.59
61441	BUILDEX 1064582	Builders Exchange of Washington Inc Publish Projects Online - Seattle Hill Road Prese	01/29/2020		177.25
			Total for Check Number 61441:	0.00	177.25
61442	BANKCR20	Business Card	01/29/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	1	12 - 4x4 Wood Street Sign Posts			256.06
			Total for Check Number 61442:	0.00	256.06
61443	CITYBELL 35857	City of Bellevue MBP Surcharge - Qtr 4, 2019	01/29/2020		2,138.97
			Total for Check Number 61443:	0.00	2,138.97
61444	CIEDMOND RGG-200015	City of Edmonds North Sound Metro SWAT Team 2020 Contribut	01/29/2020		2,171.08
			Total for Check Number 61444:	0.00	2,171.08
61445	COLUMBFE 3-L360	Columbia Ford 1 -2020 Ford Police Utility Vehicle- VIN# 1FMF	01/29/2020		41,341.59
			Total for Check Number 61445:	0.00	41,341.59
61446	COMCAST 849831021045701 849831021072434	Comcast High Speed Internet Fee 01/18 - 02/17 Internet for ITS 01/14 - 02/13	01/29/2020		191.42 106.42
			Total for Check Number 61446:	0.00	297.84
61447	COPIETC AR45950	Copiers Etcetera, Inc. Repairs & Maint - Copy Machines	01/29/2020		1,154.73
			Total for Check Number 61447:	0.00	1,154.73
61448	CRIMESTP 2020	Crime Stoppers of Puget Sound 2020 Crime Stopper Support 01/01 - 12/31	01/29/2020		1,006.64
			Total for Check Number 61448:	0.00	1,006.64
61449	CRSSMTCH 307533	Crossmatch Crossmatch Software Upgrade	01/29/2020		906.75
			Total for Check Number 61449:	0.00	906.75
61450	DLYJOURC 3354820 3354821	Daily Journal of Commerce BC: Seattle Hill Road Preservation 12/30, 01/06, BC: Heron Park Play Area 01/13	01/29/2020		737.10 268.80
			Total for Check Number 61450:	0.00	1,005.90
61451	DEPTECOG 2020-WAR045529	Department of Ecology NPDES Permit FY 2020	01/29/2020		17,293.50
			Total for Check Number 61451:	0.00	17,293.50
61452	DEPINFSR 16144909	Dept of Enterprise Services Program Annual Participation Fee 01/01 - 12/31	01/29/2020		600.00
			Total for Check Number 61452:	0.00	600.00
61453	EVIDENT 152789A	Evident Crime Scene Products 2 - Flip Top Plastic Vials/1 Cap-Shure Swab	01/29/2020		61.42
			Total for Check Number 61453:	0.00	61.42
61454	FBILEEDA 200038194	FBI-LEEDA FBI - LEEDA Leadership Training - M Schuerm	01/29/2020		695.00

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	200038579	FBI - LEEDA Leadership Training - I Heath			695.00
			Total for Check Number 61454:	0.00	1,390.00
61455	GRYOSBRN 1 23 5 6	Gray & Osborne Inc Prof Svcs -APWA Proj. of the Year App-35th Av Prof Svcs - 35th Ave SE Recon 12/08 - 01/04 Prof Svcs - EGUV Spine Road ROW 12/08 - 12/ Prof Svcs - 2020 Grade C Stormwater Pipe Repa	01/29/2020		1,517.36 9,061.70 7,054.59 4,192.50
			Total for Check Number 61455:	0.00	21,826.15
61456	GUARDSEC 986393	Guardian Security AES Radio Monitoring 02/01 - 04/30	01/29/2020		215.48
			Total for Check Number 61456:	0.00	215.48
61457	IAPE M20-C548058 M20-C548060 M20-C640048	IAPE 2020 IAPE Membership - S Eastman 2020 IAPE Membership - J Lee 2020 IAPE Membership - I Heath	01/29/2020		50.00 50.00 50.00
			Total for Check Number 61457:	0.00	150.00
61458	INTSTBAT 1905701054301	Interstate All Battery Center Batteries - Emergency Lights - City Hall & Scho	01/29/2020		96.38
			Total for Check Number 61458:	0.00	96.38
61459	IWORQSYS 192021	iWorQ Systems, Inc iWorQ System Internet Software Mgmt. & Supp	01/29/2020		1,908.00
			Total for Check Number 61459:	0.00	1,908.00
61460	NATW 10940	National Association of Town Watch NATW Membership - S White	01/29/2020		35.00
			Total for Check Number 61460:	0.00	35.00
61461	OMWATT 832577 832578 832579 832580 832581 832582 832583 832584 832585 832586 832587 832588	Ogden Murphy Wallace Attorneys Prof Legal Services - Council - Nov Prof Legal Services - Comcast Franchise - Nov Prof Legal Services - DCD - Nov Prof Legal Services - Engr - Nov Prof Legal Services - Exec - Nov Prof Legal Services - Finance - Nov Prof Legal Services - HR - Nov Prof Legal Services - Kirschten Tort Claim - Nov Prof Legal Services - McClung v. Harbor Pacific Prof Legal Services - Olympic Dioceses - Nov Prof Legal Services - Police - Nov Prof Legal Services - City Clerk - Nov	01/29/2020		1,876.00 655.50 167.50 5,928.50 2,315.50 3,281.00 837.50 971.50 3,888.00 3,321.50 690.50 1,177.00
			Total for Check Number 61461:	0.00	25,110.00
61462	PACFIRSE 70495 70565	Pacific Fire and Security, Inc. Fire & Sprinklers - Jan-Mar - CHN Fire & Sprinklers - Jan-Mar - CHS	01/29/2020		284.54 740.35
			Total for Check Number 61462:	0.00	1,024.89
61463	PERTEET	Perteet Inc	01/29/2020		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	20160281.022-2	Prof Svcs - 7 C's Swim School Submittal Review			2,861.25
	20160281.023-2	Prof Svcs - 35th Ave MC Mixed Use Submittal F			322.50
			Total for Check Number 61463:	0.00	3,183.75
61464	PITNEYB 1014690687	Pitney Bowes Global Financial Services 3 Red Ink Cartridges - Postage Meter - Annual S	01/29/2020		394.45
			Total for Check Number 61464:	0.00	394.45
61465	WASPC DUES 2020-00218	WA. Assoc of Sheriffs & Police Chiefs 2020 WASPC Dues - G Elwin	01/29/2020		245.00
			Total for Check Number 61465:	0.00	245.00
61466	SNOCPUD 125123165 138229567 138234889 148166765 151473697 154711790	PUD No. 1 of Snohomish County 15728 Main St 12/06 - 01/06 15429 1/2 Bothell Everett Hwy 12/06 - 01/09 15720 Main St 12/17 - 01/15 15803 32nd Ave SE 12/12 - 01/09 13510 N Creek Dr 12/18 - 01/16 15429 Bothell Everett Hwy 12/06 - 01/09	01/29/2020		1,230.43 20.60 1,638.30 99.95 49.16 30.13
			Total for Check Number 61466:	0.00	3,068.57
61467	PSCLEANA 058	Puget Sound Clean Air Agency 2020 Clean Air Assessment	01/29/2020		16,437.00
			Total for Check Number 61467:	0.00	16,437.00
61468	PITNEYW 800090000046343	Purchase Power Postage - Refill Postage Meter	01/29/2020		3,025.00
			Total for Check Number 61468:	0.00	3,025.00
61469	SAT 202018956	Seattle Asbestos Test LLC Asbestos Testing - 16716 Bothell-Everett Hwy	01/29/2020		1,300.00
			Total for Check Number 61469:	0.00	1,300.00
61470	SHREDIT 8128979569	Shred-It USA Inc Shredding Service Fee	01/29/2020		78.53
			Total for Check Number 61470:	0.00	78.53
61471	SMARSH INV00568980	Smarsh Inc SRO Text Msg Archiving	01/29/2020		69.83
			Total for Check Number 61471:	0.00	69.83
61472	SNOCOM 2154	Snohomish County 911 Dispatch Services - January	01/29/2020		21,804.54
			Total for Check Number 61472:	0.00	21,804.54
61473	SNDPUBIN EDH885821 EDH887167	Sound Publishing Inc Advertisement for Bids HIPUL-2576(007)-Seatt Advertisement - Heron Park Play Area Upgrades	01/29/2020		309.51 99.55
			Total for Check Number 61473:	0.00	409.06
61474	SDISTCRT I000523945	South District Court Filing Fee - SD Court - Dec	01/29/2020		5,000.96

AGENDA ITEM #E.

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	I000523945A	Interpreter Costs - Dec			1,281.31
			Total for Check Number 61474:	0.00	6,282.27
61475	STAND 600156-0001	Standard Ins. Company RA Life, AD&D & LTD Premium - MEBT - ER - Ja	01/29/2020		3,829.20
			Total for Check Number 61475:	0.00	3,829.20
61476	STAND2 600156-0002	Standard Ins. Company RA Survivor Prem - MEBT - ER Paid - Jan	01/29/2020		2,420.10
			Total for Check Number 61476:	0.00	2,420.10
61477	STATEAUD L134388	State Auditor's Office Statutory Audit Services 2017-2018	01/29/2020		4,254.25
			Total for Check Number 61477:	0.00	4,254.25
61478	BLUELINE 17954	The BlueLine Group Prof Svcs - Grade F Pipe Repairs 10/28 - 11/23	01/29/2020		781.25
			Total for Check Number 61478:	0.00	781.25
61479	THYSSEN 3005036112	Thyssenkrupp Elevator Corp. Elevator Maintenance 01/01 - 03/31	01/29/2020		1,321.07
			Total for Check Number 61479:	0.00	1,321.07
61480	USPS Spring 2020	USPS Postage - City Connection - 2020 Spring	01/29/2020		2,269.26
			Total for Check Number 61480:	0.00	2,269.26
61481	VERIZON 9846708177	Verizon Wireless Access & Usage Chgs - City Cell Phones 12/21 -	01/29/2020		790.80
			Total for Check Number 61481:	0.00	790.80
61482	WWGRAIN 9398727298 9398835257	W.W. Grainger, Inc. 18x24 Laminated Training Poster 12 - Safety Goggles	01/29/2020		22.73 14.73
			Total for Check Number 61482:	0.00	37.46
61483	WCIA 14707 14707A	WA Cities Insurance Authority 2020 Liability/Property Program Assessment 2020 Liability/Property Program Assessment	01/29/2020		142,489.00 10,000.00
			Total for Check Number 61483:	0.00	152,489.00
61484	WAVEDIV 102743301000709	WaveDivision Holdings, LLC Fiber Lease - 15728 Main St to 3000 Rockefeller	01/29/2020		640.68
			Total for Check Number 61484:	0.00	640.68
			Total for 1/29/2020:	0.00	373,576.33



Date: February 11, 2020

Payroll Check Batches		
Dated	Check Numbers	Amount
01/24/2020	ACH Automatic Deposit Checks	\$162,337.76
01/24/2020	ACH Wire- FWT & Medicare Taxes	\$28,715.58
01/24/2020	ACH Wire MEBT – Wilmington Trust	\$29,622.69
01/24/2020	ACH Wire – BAC – Flex Savings Acct	\$1,312.15
01/24/2020	ACH Wire – ICMA RC – Def. Comp	\$1,606.11
Total		\$223,594.29

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 \$223,594.29.

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

Councilmember

Finance Director

Councilmember

City Manager

Statistical Summary

Statistical Summary

Company:A0W - City Of Mill Creek Service Center:0076 Pacific North West Status:Cycle Complete
 Week#:4 Pay Date:01/24/2020 P/E Date:01/15/2020
 Qtr/Year:1/2020 Run Time/Date:19:35:53 PM EST 01/22/2020

Taxes Debited	Federal Income Tax	21,496.03	
	Earned Income Credit Advances	0.00	
	Social Security - EE	(7.59)	
	Social Security - ER	(7.59)	
	Social Security Adj - EE	0.00	
	Medicare - EE	3,318.89	
	Medicare - ER	3,318.95	
	Medicare Adj - EE	0.00	
	Medicare Surtax - EE	0.00	
	Medicare Surtax Adj - EE	0.00	
	COBRA Premium Assistance Payments	0.00	
	Federal Unemployment Tax	0.00	
	State Income Tax	0.00	
	Non Resident State Income Tax	0.00	
	State Unemployment Insurance - EE	0.00	
	State Unemployment Insurance Adj - EE	0.00	
	State Disability Insurance - EE	0.00	
	State Disability Insurance Adj - EE	0.00	
	State Unemployment/Disability Ins - ER	0.00	
	State Family Leave Insurance - EE	198.95	
	State Family Leave Insurance - ER	0.00	
	State Medical Leave Insurance - EE	179.02	
	State Medical Leave Insurance - ER	218.92	
	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	28,715.58	
Other Transfers	Full Service Direct Deposit Acc	162,337.76	Total Liability
	Total Amount Debited From Your Account		191,053.34
Bank Debits & Other Liability	Checks	0.00	191,053.34
	Adjustments/Prepay/Voids	108.17	191,161.51
Taxes- Your Responsibility	None this payroll		191,161.51

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 01/28/2020 4:26:48 PM CST

Domestic High Value (Wire)

Payment Category:Urgent/Wire

Status: Confirmed By Bank
Transaction Number:

Template Name: MATRIX/MEBT
Template Code: WILTRUST

Debit Account Information

Debit Bank:
Debit Account:
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: MATRIX TRUST COMPANY
Beneficiary Address: NA
Beneficiary City: NA
Beneficiary Postal Code: NA
Beneficiary Country: US - United States of America

Beneficiary Account:
Beneficiary Bank ID:
JP-MORGAN CHASE BANK, NA
1111 POLARIS PKWY
COLUMBUS
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 29,622.69

Value Date: 01/28/2020

Optional Information

Sender's Reference Number: CITY MILL CREEK

Beneficiary Information: City of Mill Creek n3177e

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lotleo
Approved: mciaravino
Initial Confirmation
Confirmation #:

Input Time: 01/27/2020 1:27:40 PM CST
Time: 01/28/2020 10:49:30 AM CST

RptBatchSumViewForm

Page 1 of 1

ACH Cash Pro Online
City of Mill Creek

Report Date: 01/31/2020
Report Time: 03:06:49 PM

Batch Summary Report by ID Number

Company Name: City of Mill 01 Effective Date: 01/29/2020
 ACH ID: Batch Sequence: 1
 Application Name: CCD Payments and Collections Database Name: BAC
 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>
BAC	BENEFIT ADMIN C	\$1,312.15	C			C	

	<u>Total Amount in Batch</u>	<u>Total Count in Batch</u>
Debits	\$0.00	0
Credits	\$1,312.15	1
Prenotes	\$0.00	0

	<u>Grand Total Amount</u>	<u>Grand Total Count</u>
Debits	\$0.00	0
Credits	\$1,312.15	1
Prenotes	\$0.00	0

Outgoing Payments Report



Company: City of Mill Creek
Requester: Leo, Lota
Run Date: 01/28/2020 4:27:09 PM CST

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

Status: Confirmed By Bank
Transaction Number:

Template Name: ICMA 457 Plan
Template Code: ICMA

Debit Account Information

Debit Bank:
Debit Account:
Debit Account Name: Treas Checking
Debit Currency: USD

Beneficiary Details

Beneficiary Name: ICMA RC
Beneficiary Address: P.O. Box 64553
Beneficiary City: Baltimore
Beneficiary Postal Code: 21264-4553
Beneficiary Country: US - United States of America

Beneficiary Account:
Beneficiary Bank ID: MANUFACTURERS AND TRADERS TR C
ONE M AND T PLAZA, 15TH FL
BUFFALO
US - United States of America
Beneficiary Email:
Beneficiary Mobile Number:

Payment Details

Credit Currency: USD
Credit Amount: 1,606.11

Value Date: 01/28/2020

Optional Information

Sender's Reference Number:

Beneficiary Information: City of Mill Creek 302029

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: lotleo
Approved: mciaravino
Initial Confirmation:
Confirmation #

Input Time: 01/27/2020 1:24:22 PM CST
Time: 01/28/2020 10:51:03 AM CST



MINUTES

City Council Regular Meeting

6:00 PM - Tuesday, February 4, 2020

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

AUDIENCE COMMUNICATION

- A.** Below please find public comments that may reflect items on or off the agenda:
- B.** 1. District Commissioner Randy Fay from Snohomish County Fire District 7 greeted all Councilmembers and reported on the following updates for Fire District 7:
- As of January 2020, Fire Chief Meek and Chief Andrews retired. Chief O'Brian, from Lake Stevens will replace Fire Chief Meek. In the near future, Fire District 7 looks forward to introducing the new Fire Chief to the City of Mill Creek Councilmembers;
 - Fire District 7 is in the process of integration as they recently merged with Lake Stevens Fire.
 - The Fire District intends to stay in close contact with the Cities that they serve. Point of contacts for the City of Mill Creek will be Commissioner Fay, Commissioner Waugh and Commissioner Elmore.
 - Fire District 7 looks forward to giving a regular reporting and accountability relationship with the City of Mill Creek.
2. Wil Nelson, City of Mill Creek resident asked Council if the vision for the existing Town Center was to have a lot of high density apartments in this area which he says

February 4, 2020 REGULAR COUNCIL MEETING MINUTES

would not be a good vision and also noted that the increase in traffic during commuter times needs to be taken into consideration when drafting up a vision for the Mill Creek Blvd Subarea.

3. Carmen Fisher, City of Mill Creek resident reported that she appreciated the discussion that took place at last week's Regular City Council Meeting on January 28, 2020 regarding *Police Department Recruitment Strategies*. However, she feels the City is not a good place to work at the present time based on reports she has heard.

PRESENTATIONS

- C.** Design and construction of a new Rectangular Rapid Flashing Beacon (RRFB) and pedestrian crosswalk at Jackson High School along 136th Street SE in the vicinity of the sports fields. The project will install ADA ramps on both sides of the street. The Everett School District is in support of this project.
County (Councilmember Terry Ryan)

Honorary County Councilman Terry Ryan presented the City of Mill Creek with a check in the amount of \$100,000 to go towards the design and construction of a new rectangular rapid flashing beacon (RRFB) and pedestrian crosswalk at Jackson High School.

- D.** Snohomish County Health Department Presentation
(Heather Thomas, Public & Government Affairs Manager)

Heather Thomas, Public & Government Affairs Manager gave a presentation titled *A Shared Vision for Health - City of Mill Creek and Snohomish Health District*. The key components shared was working together with the City of Mill Creek to make things "Simpler, Safer and Healthier." Council engaged in Q&A.

OLD BUSINESS

- E.** A Resolution of the City of Mill Creek, Washington Declaring Mill Creek to be a Veteran Friendly Community and the City of Mill Creek to be a Veteran Friendly Employer.
(Michael Ciaravino, City Manager and Michael Kidd, Retired Navy Veteran and Mill Creek Resident)

City Manager Michael Ciaravino and Michael Kidd, retired Navy Captain and Volunteer from Employer Support of the Guard and Reserve (ESGR) presented to City Council to adopt Resolution 2020-585 declaring the City of Mill Creek, Washington to be a veteran friendly community and the City of Mill Creek to be a veteran friendly employer.

Councilmember Steckler made a motion to adopt Resolution 2020-585. Councilmember Cavaleri seconded the motion. The motion passed unanimously.

- F.** Mill Creek Blvd Vision Update
(Gina Hortillosa, Director of Public Works and Development Services, Tom Rogers,

February 4, 2020 REGULAR COUNCIL MEETING MINUTES

Planning Manager and Mandi Roberts, Otak Vice President & Principal)

Gina Hortillosa, Director of Public Works and Development Services, Tom Rogers, Planning Manager and Mandi Roberts, Otak Vice President & Principal updated the City Council of the Mill Creek Blvd. Subarea Planning Committee Meeting regarding the Vision Statement. Council engaged in discussion and agreed that a study session at a future meeting will be coordinated.

NEW BUSINESS

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

City Manager Michael Ciaravino and Gina Hortillosa, Director of Public Works and Development Services presented to City Council and recommended that the City Council authorize the City Manager to enter into a grant agreement with the Washington State Department of Commerce (Commerce) to allow the City to request reimbursement for expenses related to the Mill Creek Boulevard Subarea Plan in the amount of \$294,000.

Councilmember Todd made a motion to enter into a grant agreement with Washington State Department of Commerce. Councilmember Hotlzclaw seconded the motion. The motion passed unanimously.

STUDY SESSION

CONSENT AGENDA

- H.** City Council Meeting Minutes of January 28, 2020.

Councilmember Vignal made a motion to approve the City Council Meeting of January 28, 2020. Councilmember Bond seconded the motion. The motion passed unanimously.

REPORTS

- I.** Mayor/Council

Mayor Pruitt reported that she was honored to be invited to speak to Ms. Rebecca's 7th and 8th grade AVID class and noted how much fun she had with a great group of students. The Mayor reported that she attended the Mill Creek Chamber's event and said that members of the Chamber are excited to have City Councilmembers attending on a rotating basis. The Mayor reported that the deadline for the AWC Scholarship is March 9, 2020. City Staff will advertise and send out media releases for those who would like to apply.

Councilmember Bond had no report.

Councilmember Steckler reported that he attended the AWC City Action Day Conference in Olympia and noted that this was a great opportunity to observe the

February 4, 2020 REGULAR COUNCIL MEETING MINUTES

legislature process. He also noted that he was able to meet other representatives including other Councilmembers and Mayors throughout the Cities.

Councilmember Cavaleri reported that he is supporting the House Bill 6754 imposing strict guidelines on vaping products and e-cigarettes.

Councilmember Vignal reported that she attended the Puget Sound Regional Council's workshop. The workshop gave Councilmember Vignal the opportunity to learn more about the Puget Sound Regional Council and how the region is planning for growth. Also, Councilmember Vignal is supportive to have the Everett School District to give an update and presentation to the City Council.

Councilmember Holtzclaw had no report.

Councilmember Todd gave a report regarding the AWC City Action Day Conference and reported on the items that were discussed during the conference and stated that a report was generated that he would share with the Council. Items the report focused on were: fiscal measures, public safety, human resources and economic development and other various topics that used surveys to collect data and more. Councilmember Todd reported the following topics were discussed during the conference: transportation, climate change, privacy bills, the importance of public works, and the 1% property tax.

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

AUDIENCE COMMUNICATION

- L. Below please find public comments that may reflect items on or off the agenda:
Randy Fay from Fire District 7 applauded Council for adopting the Resolution making Mill Creek a Veteran Friendly Community and Veteran Friendly Employer.

Wil Nelson, Mill Creek Resident commented on the following:
the Mill Creek Blvd. Subarea Land Use Plan's Vision statement was too vague;
high density apartments; growth development; and property taxes.

ADJOURNMENT

With no objection, Mayor Pruitt adjourned the meeting at 8:29 p.m.

Pam Pruitt, Mayor

February 4, 2020 REGULAR COUNCIL MEETING MINUTES

Naomi Fay, Interim City Clerk

February 4, 2020 REGULAR COUNCIL MEETING MINUTES