

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF MILL CREEK FOR LIBRARY PARK IMPROVEMENTS

This INTERLOCAL AGREEMENT (the “Agreement”), is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Mill Creek, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to chapter 39.34 RCW.

RECITALS

A. The 2015 Snohomish County Parks and Recreation Element, a component of the Snohomish County Growth Management Act Comprehensive Plan, has documented a County-wide need for a wide variety of recreational facilities; and

B. The County Executive and the County Council have determined that it is consistent with the Snohomish County Parks and Recreation Element and is in the public interest of County residents to participate in joint undertakings with local municipalities to increase recreational opportunities and facility capacity; and

C. Amendment #1 to the 2024 Adopted Budget, approved by Ordinance 23-120, included \$800,000 of REET II funds, collected pursuant to chapter 82.46 RCW, to be split equally between the five council districts for Council/City Partnership Projects; and

D. The County Council adopted benchmarks for Council/City Partnership Projects through Motion 23-259; and

E. Pursuant to the adopted benchmarks, the Council identified various projects for inclusion in the Council/City Partnership Projects; and

F. One of the identified Council/City projects is the City’s Library Park Improvements (“the Project”) which will repair soggy grass areas, repair heaved pathways and plaza panels, add play equipment, and improve drainage; and

G. Snohomish County has agreed to provide Two Hundred Fifty Thousand (\$250,000) of REET II funds (the “Funds”) in support of the Project; and

H. The City has provided the following: copy of submission form for County funds (Attachment A, attached hereto and incorporated herein by reference); proof of City ownership of the Project property (Attachment B, attached hereto and incorporated herein by this reference); relevant portions of the City’s Capital Facilities Plan (“CFP”) identifying the Project (Attachment C, attached hereto and incorporated herein by this reference); and proof of insurance if not covered by WCIA (Attachment D, attached hereto and incorporated herein by this reference); and

I. Pursuant to this Agreement, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County's provision of the funds to the City's Project located at Library Park 15429 Bothell Everett Hwy, Mill Creek, WA 98012 (the "Property").

2. Effective Date and Duration.

This Agreement shall take effect when it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2025, unless earlier terminated pursuant to the provisions of Section 12 below; PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Rich Patton, Division Manager
Snohomish County Division of Parks &
Recreation
6705 Puget Park Drive
Snohomish, Washington 98296
(425) 388-6618 phone
Rich.patton@snoco.org

City's Initial Administrator:

Mike Todd, Director, Public Works and
Development Services
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012
425-921-5708
mike.todd@millcreekwa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Project Performance.

4.1 Certification of Real Property Interest. The City certifies to the County that the City owns the Property, as evidenced by Exhibit B, and additional real property or easements are

not needed to complete the Project.

4.2 City's Financial Commitment. The City certifies to the County that the City will have sufficient monies to complete the Project by the Project deadline identified in Section 4.4 below and that the Project was included in the City's CFP as evidenced by Attachment C.

4.3 Project Completion. The City shall complete the Project as detailed in Attachment A.

4.4 Project Deadline. On or before December 31, 2025, the City shall complete the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project.

4.5 Recognition of County as Financial Sponsor. The City shall recognize the County as a financial sponsor of the Project as follows:

4.5.1 Upon completion of the Project or dedication of the completed Project, whichever comes first, the City shall install at the Project site a plaque in a form approved by the County that indicates that the County is a financial sponsor of or contributor to the Project;

4.5.2 The City shall invite the County to all events promoting the Project and recognize the County at all such events as a financial sponsor of the Project;

4.5.3 The City shall recognize the County as a financial sponsor in all brochures, banners, posters, and other promotional material related to the Project.

4.6 Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.

4.7 Availability to County Residents. The City shall make the Property available to all County residents on the same terms as it is available to residents of the City.

5. Invoicing and Payment.

5.1 Invoicing. Within thirty days of final completion of the Project or by December 30, 2025, whichever occurs first. The City shall submit to the County one invoice on City letterhead requesting disbursement of the Funds for the Project. The invoice needs to include name and address of City, name and the address of who the invoice is addressed to (the County), the date, the amount being requested for reimbursement, and the name of the project being funded. Invoices shall provide line-item detail for materials, labor and overhead. Backup documentation should include of copies of invoices paid by the City to contractors/consultants for the work performed, which covers the full amount being requested for reimbursement

and proof of payment on those invoices. Additionally, providing progress photos of the site is strongly recommended with prior, during and after completion photos.

5.2 Payment. Unless the County delivers to the City written notice disputing the amount of a particular line item, within twenty (20) working days of receipt from the City of an invoice properly submitted to the County pursuant to Section 5.1, the County shall remit to the City an amount not to exceed Two Hundred Fifty Thousand (\$250,000). In the event the total costs of the Project are less than \$250,000, the County shall only remit those funds necessary to pay the submitted invoice in full unless otherwise disputed as provided in this Section 5.2.

5.3 Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including chapter 40.14 RCW.

5.4 Recordkeeping. The City shall maintain adequate records to support billings. The records shall be maintained by the City for a period of six (6) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.

5.5 Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:

5.5.1 If overpayments are made; or

5.5.2 If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by the REET II statute, the State, the County, or this Agreement.

In the case of 5.5.1 or 5.5.2, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

6. Independent Contractor.

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

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7. Indemnification/Hold Harmless.

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition or use of the Property and this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

8. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

9. Insurance.

The City shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, exercise of the rights and privileges granted by this Agreement, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

9.1 Minimum Scope and Limits of Insurance. General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

9.2 Other Insurance Provisions. Coverage shall be written on an “Occurrence” form. The insurance policies required in this Agreement are to contain or be endorsed to contain the County, its officers, officials, employees, and agents as additional insureds as respects liability arising out of activities performed by or on behalf of the [City/Town/District] in connection with this Agreement.

9.3 Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required as evidenced by Attachment D.

9.4 If the City is self-insured, in lieu of the insurance required in this Section 9, the City shall, upon request of the County, provide the County a letter certifying the City’s self-insurance program.

10. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

11. Default and Remedies.

11.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

11.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

12. Early Termination.

12.1 30 Days’ Notice. Except as provided in Section 12.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days’ advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Termination for Breach. In the event that the City fails to complete the Project by December 31, 2025 and/or otherwise commits a Default as described in Section 11, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all Funds previously disbursed from the County to the City for the Project plus interest at the rate of twelve percent

(12%) per annum beginning thirty (30) days from the date of early termination.

13. Dispute Resolution.

In the event differences between the Parties should arise over the terms and conditions or the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

14. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

15. Miscellaneous.

15.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

15.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

15.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

15.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement.

This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

15.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

15.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

15.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

15.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

15.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.

15.10 No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

15.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the [City/Town/District] and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign. .

County

SNOHOMISH COUNTY

By Harper, Lacey Digitally signed by Harper, Lacey
Date: 2024.05.15 10:25:33 -07'00'
Snohomish County Executive Date

City

CITY OF MILL CREEK

By Martin Yamamoto Digitally signed by Martin Yamamoto
Date: 2024.05.02 15:21:49 -07'00'
Title: City Manager Date

Approved as to Form:

/s/ George B Marsh 4/1/2024
Deputy Prosecuting Attorney Date

Approved as to Form:

Grant Degginger Digitally signed by Grant Degginger
Date: 2024.05.02 15:43:08 -07'00'
Office of the City Attorney Date

ATTACHMENT A - SUBMISSION FORM

SNOHOMISH COUNTY PARTNERSHIP PROJECTS

OVERVIEW: Funding is available through Snohomish County's Capital Improvement Program to provide dollars for the completion of qualifying projects in partnership with public entities. Eligible public entities include: school districts, park districts, utility districts, county and cities/towns that have a CIP. Funding is provided through the Real Estate Excise Tax 2 (REET 2) Fund and projects must comply with fund restrictions and ideally, be included in the receiving entity's adopted capital budget. Funding is subject to availability and appropriation by the County Council.

QUALIFYING PROJECTS: REET 2 may only be used for financing "capital projects" specified in the capital facilities plan. RCW 82.46.035(5) defines capital projects as:

- (a) Planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems;
- (b) Planning, construction, reconstruction, repair, rehabilitation, or improvement of parks; and
- (c) Until January 1, 2026, planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation, or improvement of facilities for those experiencing homelessness and affordable housing projects.

SECTION 1: CONTACT INFORMATION

City of Mill Creek	15728 Main Street, Mill Creek, WA 98012		
Public Entity Name	Public Entity Address		
Martin Yamamoto	Mike Todd	425-921-5708	mike.todd@millcreek
Person Authorized to Approve Agreement for Funding	Contact Person Name	Contact Person Phone	Contact Person Email

SECTION 2: PROJECT INFORMATION

Program Year	2024 
Project Title	Library Park Renovation and Playground Upgrade
Project Location	Library Park/Veteran's Monument, 15429 Bothell Everett Hwy
Project Description: <i>Brief (1-2 sentences) description of what the project will accomplish</i>	Repair soggy grassy areas of existing park, repair heaved pathways and plaza panels, and add play equipment for tots (older equipment already in place). Improved drainage, new play equipment, and better pedestrian plazas and pathways will better serve a broad range of age groups at this popular park.
Please select the appropriate category of REET II eligible uses for your proposed project:	
Is the project identified in the budget? Park renovation is in ARPA spending plans <i>If your project is selected, please submit appropriate budget pages upon request</i>	☒ YES ☐ NO
Is this project identified in a CIP? Project is being added for 2024 design and construction <i>If your project is selected, please submit appropriate budget pages upon request</i>	☒ YES ☐ NO
Is the land identified for the project owned by the applying entity?	☒ YES ☐ NO
Is your entity in agreement with the attached template agreement for funding?	☒ YES ☐ NO

SECTION 3: FUNDING REQUEST – The maximum amount allowed per Council District is dependent on available funding and is subject to budget approval and appropriation. Funds may only be awarded to eligible public entities in Snohomish County, Washington.

County Funds Requested	\$ 250,000
Public Entity Match Provided City has ARPA funds available for related play equipment	\$ as needed

SECTION 4: INSURANCE COVERAGE – please check the appropriate box below to indicate if your entity can obtain each type of coverage. (Waivers may be granted in some instances.) *If your project is selected, please submit your proof of insurance upon request.*

Type	Agency CAN obtain this coverage	Agency CANNOT obtain this coverage
Public Liability Insurance - \$1,000,000 personal injury and property damage	☒	☐
Worker's Compensation Coverage – as required by the State of Washington	☒	☐
Professional Liability – Only required when providing professional services, \$1,000,000 error and omissions.	☒	☐
Self-Insured – Public Entities ONLY	☒ NA	☐

SECTION 5: FINAL QUESTIONS – HAVE YOU...

Completed all form questions	☒ YES ☐ NO
Confirmed desired project is in the appropriate budget documents	☒ YES ☐ NO
Confirmed desired project is in your CIP	☒ YES ☐ NO
Reviewed the agreement template	☒ YES ☐ NO
Confirmed Proof of Insurance	☒ YES ☐ NO

SECTION 6: SUBMISSION REQUIREMENTS

Please submit the form and all requested attachments to the following address by July 31st, 5 PM

Council District 4

jared.mead@co.snohomish.wa.us

425-262-2025

3000 Rockefeller Avenue, M/S 609

Everett, WA 98201-4046

Property Account Summary

3/13/2024

Parcel Number	00756100030100	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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General Information

Property Description	MILL CREEK - 16 BLK 000 D-00 - TRACT 301 - LESS R/W TO WA ST PER QCD REC AFN 200007110200
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	00520

Property Characteristics

Use Code	769 Other Parks NEC
Unit of Measure	Acre(s)
Size (gross)	2.24

Parties

Role	Percent	Name	Address
Taxpayer	100	MILL CREEK CITY OF	15728 MAIN ST, MILL CREEK, WA 98012-1518
Owner	100	CITY OF MILL CREEK	15728 MAIN ST, MILL CREEK, WA 98012-1518

Related Properties

No Related Properties Found

Property Values

Value Type	Tax Year 2024	Tax Year 2023	Tax Year 2022	Tax Year 2021	Tax Year 2020
Taxable Value Regular					
Exemption Amount Regular	\$2,987,200	\$2,489,300	\$1,798,800	\$1,798,800	\$1,798,800
Market Total	\$2,987,200	\$2,489,300	\$1,798,800	\$1,798,800	\$1,798,800
Assessed Value	\$2,987,200	\$2,489,300	\$1,798,800	\$1,798,800	\$1,798,800
Market Land	\$2,987,200	\$2,489,300	\$1,798,800	\$1,798,800	\$1,798,800
Market Improvement					
Personal Property					

Active Exemptions

Government Property

Events

Effective Date	Entry Date-Time	Type	Remarks
07/15/2019	07/15/2019 15:44:00	Owner Added	Party/Property Relationship by SASLMS
07/14/2019	07/15/2019 15:45:00	Owner Terminated	Party/Property Relationship by SASLMS
01/25/2005	01/25/2005 13:32:00	Taxpayer Changed	Party/Property Relationship by strsjb
01/22/2001	01/22/2001 10:08:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2001 by sasdbn
01/22/2001	01/22/2001 10:02:00	Value Modification	Type: Value Change Due to Segregation/Merger, Status: Approved, Tax Year: 2000 by sasdbn
11/14/2000	11/14/2000 11:57:00	Property Characteristic Changed	Size changed from 0.00 to 2.24 by sasdbn
05/31/2000	07/11/2000 11:01:00	Excise Processed	Property Transfer Filing No.: 157844, Quit Claim Deed

Tax Balance**Installments Payable**

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due
2024	1	04/30/2024	\$109.27	\$0.00	\$109.27	\$109.27
2024	2	10/31/2024	\$109.28	\$0.00	\$109.28	\$218.55

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
MILL CREEK STORMWATER		\$218.55	\$0.00	\$218.55
TOTAL		\$218.55	\$0.00	\$218.55

Levy Rate History

Tax Year	Total Levy Rate
2023	8.156495
2022	8.748939
2021	9.593145

Real Property Structures**Receipts**

Date	Receipt No.	Amount Applied	Amount Due
04/20/2023 13:27:00	12793901	\$212.18	\$18,467.42
04/26/2022 10:36:00	12241580	\$206.00	\$19,592.07
04/05/2021 00:00:00	11473495	\$200.00	\$200.00
05/13/2020 08:34:00	11117624	\$175.00	\$11,662.53
04/18/2019 11:23:00	10441858	\$150.00	\$9,996.45

Sales History**Property Maps**

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
5110000	27	05	06	NE	View parcel maps for this Township/Range/Section

ATTACHMENT C - PORTION OF CAPITAL FACILITIES PLAN

TABLE 1 - 2023-2028 ENGINEERING SERVICES GROUP ASSIGNED PROJECT PLAN									
Project Name	City Project Number	Rollover/Current Project	2023	2024	2025	2026	2027	2028	Total 2023-2028
Transportation Projects									
<i>Street/Motorized</i>									
Mill Creek Blvd/164th St SE Corridor Study	ST00001	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000
Citywide ROW ADA Transition Plan Update	ST00002	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Citywide Comprehensive Safety Action Plan	ST00003	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
2023 Citywide Traffic Counts/Speed Study	ST00004	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
2025 Citywide Traffic Counts/Speed Study	ST00005	\$ -	\$ -	\$ -	\$ 17,000	\$ -	\$ -	\$ -	\$ 17,000
2027 Citywide Traffic Counts/Speed Study	ST00006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,000	\$ -	\$ 19,000
Mill Creek Blvd/Village Green Drive Corridor Study	ST00012	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ -	\$ 280,000
Mill Creek Road/Seattle Hill Road Corridor Study	ST00013	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
Citywide Right-of-Way Asset Mapping Update	ST00014	\$ -	\$ 35,000	\$ 36,500	\$ 37,500	\$ 38,500	\$ 39,500	\$ 41,000	\$ 228,000
164th St SE Signal Improvements	ST00015	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,000
On-call Engineering Permit Review and Inspection Services	ST00016	\$ -	\$ 90,000	\$ 93,000	\$ 95,500	\$ 98,500	\$ 101,500	\$ 104,500	\$ 583,000
Citywide Bridge Inspection Project	ST00017	\$ -	\$ 6,000	\$ -	\$ 8,000	\$ -	\$ 10,000	\$ -	\$ 24,000
<i>Non-Motorized</i>									
Mill Creek Elementary/Heatherwood School Crosswalk Improvements	NM00001	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
35th Ave SE New Crosswalk	NM00002	\$ -	\$ -	\$ 194,000	\$ -	\$ -	\$ -	\$ -	\$ 194,000
Silver Crest Dr Pedestrian Improvements	NM00003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000	\$ 2,220,000	\$ 2,770,000
North Creek Drive Pedestrian Improvements	NM00004	\$ -	\$ -	\$ -	\$ 420,000	\$ 1,680,000	\$ -	\$ -	\$ 2,100,000
North Creek Regional Trail Study	NM00005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ -	\$ 140,000
133rd St SE ROW Extension Improvements	NM00006	\$ -	\$ -	\$ -	\$ 500,000	\$ 230,000	\$ 948,000	\$ -	\$ 1,678,000
Citywide Safe Routes to Schools Assessment Study	NM00007	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Pavement Preservation Program									
2023-2024 Overlay	ST90001	\$ -	\$ 105,000	\$ 1,315,000	\$ -	\$ -	\$ -	\$ -	\$ 1,420,000
2023-2024 Slurry Seal Microsurfacing	ST90002	\$ -	\$ 40,000	\$ 470,000	\$ -	\$ -	\$ -	\$ -	\$ 510,000
2023 Street Concrete ADA Improvements	ST90003	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
2024-2025 Street Concrete ADA Improvements	ST90004	\$ -	\$ -	\$ 156,000	\$ -	\$ -	\$ -	\$ -	\$ 156,000
2025 Overlay	ST90005	\$ -	\$ -	\$ -	\$ 875,000	\$ -	\$ -	\$ -	\$ 875,000
2025 Slurry Seal Microsurfacing	ST90006	\$ -	\$ -	\$ -	\$ 530,000	\$ -	\$ -	\$ -	\$ 530,000
Five-Year Pavement Preservation Program Plan	ST90010	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000
2027 Overlay	ST90011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,565,000	\$ -	\$ 1,565,000
2027 Slurry Seal Microsurfacing	ST90012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 710,000	\$ -	\$ 710,000
2027 Street Concrete ADA Improvements	ST90013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ -	\$ 189,000
2028 Overlay	ST90014	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,096,000	\$ 2,096,000
2028 Slurry Seal Microsurfacing	ST90015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 269,000	\$ 269,000
2028 Street Concrete ADA Improvements	ST90016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,000	\$ 197,000
Trillium Blvd Overlay and ADA Improvements	ST90017	\$ -	\$ -	\$ -	\$ -	\$ 3,080,000	\$ -	\$ -	\$ 3,080,000
Mill Creek Blvd Overlay and Rehabilitation	ST90018	\$ -	\$ -	\$ 250,000	\$ 1,320,000	\$ -	\$ -	\$ -	\$ 1,570,000
Transportation Project Totals:									
		\$ -	\$ 755,000	\$ 2,794,500	\$ 4,273,000	\$ 5,407,000	\$ 4,272,000	\$ 4,927,500	\$ 22,429,000

TABLE 1 - 2023-2028 ENGINEERING SERVICES GROUP ASSIGNED PROJECT PLAN

Project Name	City Project Number	Rollover/Current Project	2023	2024	2025	2026	2027	2028	Total 2023-2028
Public Works Yard Facility Value Engineering Study	FA00003	\$ -	\$ -	\$ 249,290	\$ -	\$ -	\$ -	\$ -	\$ 249,290
Public Works Yard Acquisition and Redevelopment	FA00004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 2,250,000	\$ 3,250,000
City Hall North HVAC Replacement	FA00005	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
City Hall North Building Renovation	FA00006	\$ -	\$ -	\$ 270,000	\$ 1,080,000	\$ -	\$ -	\$ -	\$ 1,350,000
Facilities Project Totals:		\$ -	\$ 280,000	\$ 711,290	\$ 1,145,000	\$ -	\$ 1,000,000	\$ 2,250,000	\$ 5,386,290
<u>Parks Projects</u>									
Silver Crest Park Rehabilitation	19-PARK-02	\$ 76,038	\$ -	\$ 273,962	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Dobson/Remillard/Church/Cook (DRCC) Master Plan	PK00001	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000
Pine Meadow Park Restroom Roof Replacement	PK00002	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Cougar Park Improvements	PK00003	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
DRCC Site Development Phase I	PK00004	\$ -	\$ -	\$ 999,100	\$ 750,000	\$ -	\$ -	\$ -	\$ 1,749,100
Citywide Parks and Trails ADA Transition Plan Update	PK00005	\$ -	\$ -	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ 48,000
Nickel Creek Park Improvements	PK00006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000
Citywide Parks and Open Space (PROS) Plan	PK00007	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Penny Creek Natural Area Master Plan	PK00008	\$ -	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -	\$ 175,000
Library Park Renovation	PK00010	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
North Creek Trail Repaving	PK00011	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Parks Project Totals:		\$ 316,038	\$ 50,000	\$ 1,848,062	\$ 848,000	\$ 175,000	\$ -	\$ 75,000	\$ 3,312,100
Total Engineering Services Project Expenses:		\$ 541,038	\$ 2,601,106	\$ 7,259,352	\$ 8,234,500	\$ 7,615,500	\$ 7,276,000	\$ 8,687,500	\$ 42,214,996



Insurance Authority

ATTACHMENT D- PROOF OF INSURANCE

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

www.wciapool.org

2/15/2024

Ref#: 15172

Snohomish County Conservation and Natural Resources
Attn: Connie Price
3000 Rockefeller Ave, M/S 303
Everett, WA 98201

Re: City of Mill Creek
Snohomish County Grant Library Park

Evidence of Coverage

The City of Mill Creek is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Mill Creek. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Mill Creek all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Martin Yamamoto
Mike Todd
Jodie Gunderson