**CITY COUNCIL MEETING AGENDA**
**Council Chambers, 1000 Laurel Street**

**February 1, 2016**
**Monday**

**Regular Meeting**
**7:00 p.m.**

1. **Call to Order and Flag Salute**

2. **Roll Call of Councilmembers**

3. **Additions/Deletions**

4. **Citizen Participation**

   Citizens may comment on any topic that is not on the Regular Agenda. To comment, please raise your hand to request recognition by the Chair. Once so recognized, please step to the podium and state your name and address for the record before making your comments. Also, please limit your comments to no more than three (3) minutes.

   The public may comment on individual agenda items on the Regular Agenda prior to Council's action.

   The public may also submit written communications, via letters or emails to dperry@cityofmilton.net. Any item received by noon on the day of the meeting will be distributed to Council.

5. **Consent Agenda**

   A. Minutes – Approval of the minutes of:

      i. 1/19/2016 Regular Meeting

   B. Claims Approval:

      i. Approval of the checks/vouchers numbers 58481-58493, 58495-58619, and 58620-58662 in the amount of $230,806.66

      ii. Approval of the payroll disbursement of 1/20/2016 and related checks numbered 3935-3952, 58470-58480, and 58494 in the amount of $178,836.58

<u>Council may add and take action on other items not listed on this agenda.</u>

If you need ADA accommodations, please contact City Hall at (253) 517-2705 prior to the meeting.

Thank you.

6. **Regular Agenda**
    A. Ordinance – Personnel Policies
    B. Ordinance – Purchasing Policies
    C. Approval – Ethics Policy
    D. Acceptance – Department of Ecology Storm Capacity Grant
    E. Approval – Attorney Job Description
7. **Council Reports**
8. **Mayor's Report**
9. **Adjournment**

Council may add and take action on other items not listed on this agenda.

If you need ADA accommodations, please contact City Hall at (253) 517-2705 prior to the meeting.

Thank you.

**DRAFT CITY COUNCIL MINUTES**

**Regular Meeting**
**Tuesday, January 19, 2016**
**7:00 p.m.**

## CALL TO ORDER

Mayor Perry called the meeting to order at 7:00 p.m., and led the flag salute.

## ROLL CALL

Present: Mayor Pro Tem Zaroudny, Councilmembers Whalen, Bennest, Manley, Ott, Morton, and Johnson

## STAFF PRESENT

Police Chief Hernandez, Finance Director Garrison, Public Works & Community Development Director Nix, and City Clerk Bolam

## ADDITIONS / DELETIONS

None.

## CITIZEN PARTICIPATION

| Speaker | Comments |
|---|---|
| Tom Boyle | Referring to "free money" grant funds – appreciates councilmember pointing out that it isn't "free" – going after these grants is very important – if we don't go after that money, other entities will get it. |

## CONSENT AGENDA

Approval of:

A. Minutes

a. January 4, 2016 Regular Meeting
b. January 11, 2016 Study Session

B. Voucher and Payroll Approval

a. Approval of 2015 checks/vouchers numbered 58339-58342, 58360-58402, 58437-58439, and 58453-58460 in the amount of $159,133.98.

b. Approval of 2016 checks/vouchers numbered 58358, 58403-58422, 58424-85436, 58440-58452, 58461-58469, and voided check 58423, in the amount of $504,313.85.

c. Approval of the payroll disbursement of 1/5/2016 and related checks numbered 3929-3934, 58343-58357, and 58359, in the amount of $268,336.47.

**COUNCILMEMBER MORTON MOVED**, seconded by Councilmember Whalen, to approve the Consent Agenda. **Passed 7/0.**

## PUBLIC HEARINGS

A. Six-Year TIP (Transportation Improvement Plan)

Director Nix explained the minor amendments that were made based on the study session discussion.

Mayor Perry opened the public hearing at 7:07 pm.

| Speaker | Comments |
|---|---|
| Tom Boyle | • Appreciates the pedestrian improvements<br>• Missing – sidewalks and crosswalks on Taylor |

Mayor Perry closed the public hearing was closed at 7:09 pm.

## REGULAR MEETING

A. Six-Year TIP (Transportation Improvement Plan)

Director Nix explained that the TIP is being updated now to take advantage of this year's grant opportunities, and the TIP will again be presented for updating in June as per the regular schedule. He and City Engineer Howlett answered council's questions.

**COUNCILMEMBER MORTON MOVED,** seconded by Councilmember Ott, to approve the proposed Transportation Improvement Plan (TIP) identified between the years 2016-2021.

Councilmember Morton said he appreciates staff bringing this forward mid-year to take advantage of possible grants, and he looks forward to the changes coming in the next 6 months. Good to hear about the necessity of traffic impact fees.

**The motion was voted on and passed 7/0.**

B. Approve Purchase of Police Car

Chief Hernandez explained the purpose for this request. Director Garrison explained the financing for the car. Mayor Perry explained that it came up unexpectedly and so is not included in the 2016 budget.

Mayor Pro Tem Zaroudny expressed approval for this purchase, referring to the comfort level with the asset replacement fund and fleet management program that staff has put in place.

**COUNCILMEMBER OTT MOVED**, seconded by Councilmember Bennest, to authorize the purchase of a 2012 Dodge Charger from Lakewood Police Department for $20,000 plus tax and licensing and the purchase of the Police Radio to be installed for an additional $8,000.

Councilmember Ott referred to the need for five new police cars, and to the budget which allows for two cars; this makes for the third, and he's glad to see this purchase.

Discussion ensued regarding optimum number of vehicles needed by the city, including active cruisers and pool cars, and the available funding processes. Director Garrison explained outstanding reimbursements totaling nearly $30,000 are expected from the city's insurance carrier for the various repairs from 2015 wrecked cars.

**The motion was voted on and passed 6/1** (Manley)**.**

C. Ordinance – Interfund Loan for Police Car Purchase

Director Garrison further explained the loan process as presented.

**MAYOR PRO TEM ZAROUDNY MOVED,** seconded by Councilmember Morton, to approve the attached ordinance authorizing a loan from the General Fund Asset Replacement Fund to the Criminal Justice Fund for an amount not to exceed $30,000 for a period of three years at the current LGIP interest rate for the purpose of purchasing a 2012 Dodge Charger from the City of Lakewood Police Department. **Passed 6/1** (Manley)**.**

D. Appointments of Council to Interjurisdictional Boards

Mayor Perry introduced this annual appointment process, explaining the groups and what they do.

Councilmember Johnson indicated her interest in participating in the regional committees; she attended an SCA training function today.

**COUNCILMEMBER WHALEN MOVED**, seconded by Councilmember Morton, to approve the appointments of the Mayor and Councilmembers to the committees listed below:

- PCRC – Mayor Perry delegate; Councilmember Ott alternate
- SCA – Councilmember Johnson delegate; Mayor Perry alternate

Councilmember Morton expressed his appreciation to his fellow councilmembers for participating.

**The motion was voted on and passed 7/0.**

## COUNCIL REPORTS

Councilmember Manley

- Wished he had enough hours to participate in the regional committees again – enjoyed learning when he did attend
- Saw the City of Fife in the news regarding marijuana lawsuit

Councilmember Morton

- Expressed appreciation for the signal at Milton Way/28th Street completion this week

Councilmember Johnson

- Expressed appreciation for the staff reports
- Reported on the SCA training event today

Mayor Pro Tem Zaroudny

- Real estate in Milton is hot – neighbor sold in days
- HB 1438 in committee now that would require cities to put a vote to the people regarding marijuana land use allowances

**DIRECTOR'S REPORTS**

Director Nix

- Update on development activity around the city
- Replaced amplifiers and repairs speakers in chambers – opportunity for purchase of ear pieces for those with hearing issues

Chief Hernandez

- Two officer assassinations in the US already this year
- Milton assisted in a suicidal arrest at a neighboring jurisdiction – dangerous situation

**MAYOR'S REPORT**

- Cameras surrounding police compound are necessary
- Good Eggs breakfast handout on marijuana legislation progress
- Chamber meeting this month (council always invited!) – speaker on the legislative session
- Attending City Action Days in Olympia next week, meeting with legislators regarding our park trailhead grant, as well as wider agenda items
- Meeting with Lakehaven was positive and productive
- PCRC General Assembly coming in February – all Council invited

**ADJOURNMENT**

Adjourned at 8:30 p.m.

_____
Debra Perry, Mayor

ATTEST:

_____
Katie Bolam, City Clerk

**2016** **CONSENT AGENDA ITEM #**

CITY OF MILTON

# PAYROLL and CLAIMS VOUCHER APPROVAL

**February 1, 2016**

I HEREBY CERTIFY THAT THE EXPENDITURES SHOWN BELOW REFLECT THE TRUE AND CORRECT EXPENDITURES TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THE EXPENDITURES BELOW TO BE VALID AND CORRECT.

**Finance Director** **Date**

**Claim Vouchers:**

| Dates | Check # | Amount |
|---|---|---|
| 12/31/2015 | 58481-58493 | $ 16,713.76 |
| 1/20/2016 | 58495-58619 (UB) | 23,271.60 |
| 1/25/2016 | 58620 | 5,223.89 |
| 1/27/2016 | 58621-58648 | 53,321.93 |
| 1/29/2016 | 58649-58662 | 132,275.48 |

**Payroll Disbursements:**

| Date | Check # | Amount |
|---|---|---|
| 1/20/2016 | ACH | $ 92,815.84 |
| 1/20/2015 | 3935-3939, 58470-58480 | 75,524.80 |
| 1/21/2015 | 3940-3952 | 8,439.70 |
| 1/25/2016 | 58494 | 2,056.24 |

**Total Accounts Payable: $ 230,806.66** **Total Payroll: $ 178,836.58**

Voids - Ck 58060 $975.64 & Ck 48487 $1560.52

Printer Error Checks - None

WE, THE UNDERSIGNED COUNCILMEMBERS OF THE CITY OF MILTON, WASHINGTON, DO HEREBY CERTIFY AND APPROVE THE PAYROLL AND CLAIM VOUCHERS FOR THE TOTAL AMOUNT OF:

**$ 409,643.24** Dated: **February 1, 2016**

**COUNCILMEMBER** **COUNCILMEMBER**

**COUNCILMEMBER** **COUNCILMEMBER**

# CHECK REGISTER

City Of Milton — Time: 16:47:28 Date: 01/27/2016

MCAG #: 0590 — 12/31/2015 To: 12/31/2015 — Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 8183 | 12/31/2015 | Claims | 1 | 58481 | AED BRANDS | 949.60 | Defibrillator Supplies; Defibrillator Supplies; Defibrillator Supplies |
| 8184 | 12/31/2015 | Claims | 1 | 58482 | BUDGET BATTERIES | 196.81 | Batteries |
| 8185 | 12/31/2015 | Claims | 1 | 58483 | FERGUSON ENTERPRISES, INC. #1539 | 3,443.27 | Water Material |
| 8186 | 12/31/2015 | Claims | 1 | E58484 | GATEWAY SERVICES | 5.00 | Web Payment Service Fee |
| 8187 | 12/31/2015 | Claims | 1 | 58485 | GOODYEAR - FIFE | 127.35 | Fleet Material |
| 8188 | 12/31/2015 | Claims | 1 | 58486 | JENNINGS EQUIPMENT INC. | 110.82 | Fleet Material |
| 8189 | 12/31/2015 | Claims | 1 | 58487 | LES SCHWAB FIFE | 1,560.52 | Fleet Material; Fleet Material |
| 8190 | 12/31/2015 | Claims | 1 | E58488 | MERCHANT CARD SVCS | 77.36 | Court Bank Service Fees |
| 8191 | 12/31/2015 | Claims | 1 | 58489 | NW WIRE ROPE AND SLING | 114.43 | Water Material |
| 8192 | 12/31/2015 | Claims | 1 | 58490 | PIERCE CO BUDGET & FINANCE | 5,999.89 | Traffic Signal Maintenance; Traffic Signal Maintenance |
| 8193 | 12/31/2015 | Claims | 1 | 58491 | STATE AUDITOR'S OFFICE | 2,949.44 | Annual Audit Services |
| 8194 | 12/31/2015 | Claims | 1 | 58492 | UNIFIRST CORPORATION | 123.32 | Uniform |
| 8195 | 12/31/2015 | Claims | 1 | 58493 | WESTERN MACHINE WORKS, INC | 1,055.95 | Fleet Material |

| | | |
|---|---|---|
| 001 General Fund | 4,099.72 | |
| 101 Street Fund | 5,999.89 | |
| 401 Electric Utility Operations Fund | 2.00 | |
| 403 Water Utility Operations Fund | 3,559.70 | |
| 406 Stormwater Operations Fund | 1.00 | |
| 501 Vehicle Repair & Maintenance Fund | 3,051.45 | |
| | | Claims: 16,713.76 |
| | 16,713.76 | |

I hereby certigy that the expenditures shown above reflect the true and correct expenditures to the best of my knowledge. I further certify the expenditures above to be valid and correct.

_____ _____

Finance Director — Date

Approved for release prior to council meeting per Council Authorization.

_____ _____

Mayor — Date

# CHECK REGISTER

City Of Milton — Time: 16:49:06 Date: 01/27/2016

MCAG #: 0590 — 01/20/2016 To: 01/31/2016 — Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 493 | 01/20/2016 | Claims | 1 | 58495 | STEVE ACHUFF | 76.80 | Budget Billing Refund |
| 494 | 01/20/2016 | Claims | 1 | 58496 | RONALD ACOSTA | 61.37 | Budget Billing Refund |
| 495 | 01/20/2016 | Claims | 1 | 58497 | ELLEN M ADDINGTON | 144.60 | Budget Billing Refund |
| 496 | 01/20/2016 | Claims | 1 | 58498 | DOROTHY AMREIN | 290.89 | Budget Billing Refund |
| 497 | 01/20/2016 | Claims | 1 | 58499 | WILLIAM & MARY ANDERSON | 244.80 | Budget Billing Refund |
| 498 | 01/20/2016 | Claims | 1 | 58500 | AUTUMN VILLAGE | 286.66 | Budget Billing Refund |
| 499 | 01/20/2016 | Claims | 1 | 58501 | EDWARD L BAKER | 220.21 | Budget Billing Refund |
| 500 | 01/20/2016 | Claims | 1 | 58502 | JIMMIE BARKER | 454.20 | Budget Billing Refund |
| 501 | 01/20/2016 | Claims | 1 | 58503 | RICHARD BARTHOLOMEW | 111.04 | Budget Billing Refund |
| 502 | 01/20/2016 | Claims | 1 | 58504 | ROBERT BERSCHAUER | 28.25 | Budget Billing Refund |
| 503 | 01/20/2016 | Claims | 1 | 58505 | BRUCE BETHEL | 104.71 | Budget Billing Refund |
| 504 | 01/20/2016 | Claims | 1 | 58506 | ELDON BLANFORD | 273.31 | Budget Billing Refund |
| 505 | 01/20/2016 | Claims | 1 | 58507 | IM SUN BLUTEAU | 217.08 | Budget Billing Refund |
| 506 | 01/20/2016 | Claims | 1 | 58508 | TIM & DEBBIE BOOSER | 189.12 | Budget Billing Refund |
| 507 | 01/20/2016 | Claims | 1 | 58509 | STEVE & KRISTI BRIDGMAN | 539.61 | Budget Billing Refund |
| 508 | 01/20/2016 | Claims | 1 | 58510 | GARY R BROWN | 48.70 | Budget Billing Refund |
| 509 | 01/20/2016 | Claims | 1 | 58511 | DAVE & DENISE CHAPMAN | 520.69 | Budget Billing Refund |
| 510 | 01/20/2016 | Claims | 1 | 58512 | DENICE L CHAPMAN | 116.68 | Budget Billing Refund |
| 511 | 01/20/2016 | Claims | 1 | 58513 | RONALD R & GERIANNE CHESTER | 202.89 | Budget Billing Refund |
| 512 | 01/20/2016 | Claims | 1 | 58514 | JOHN & LESLEY CHRISTENSEN | 75.56 | Budget Billing Refund |
| 513 | 01/20/2016 | Claims | 1 | 58515 | DAVID W & JUDY COBURN | 116.95 | Budget Billing Refund |
| 514 | 01/20/2016 | Claims | 1 | 58516 | KEVIN COE | 182.04 | Budget Billing Refund |
| 515 | 01/20/2016 | Claims | 1 | 58517 | EBEN COLEMAN | 61.74 | Budget Billing Refund |
| 516 | 01/20/2016 | Claims | 1 | 58518 | PENNY CONYERS | 31.63 | Budget Billing Refund |
| 517 | 01/20/2016 | Claims | 1 | 58519 | COPPER CREEK APTS. | 7.13 | Budget Billing Refund |
| 518 | 01/20/2016 | Claims | 1 | 58520 | SHARI A CROMOGA | 437.94 | Budget Billing Refund |
| 519 | 01/20/2016 | Claims | 1 | 58521 | RICHARD CROOK | 109.24 | Budget Billing Refund |
| 520 | 01/20/2016 | Claims | 1 | 58522 | MICHAEL CROWN | 6.19 | Budget Billing Refund |
| 521 | 01/20/2016 | Claims | 1 | 58523 | MICHAEL CUMMINGS | 482.75 | Budget Billing Refund |
| 522 | 01/20/2016 | Claims | 1 | 58524 | PAULA I DANIELS | 26.36 | Budget Billing Refund |
| 523 | 01/20/2016 | Claims | 1 | 58525 | J.SCOTT & MARIA DAVIDSON | 183.16 | Budget Billing Refund |
| 524 | 01/20/2016 | Claims | 1 | 58526 | ROSS F & BARBARA H DEMMEL | 208.66 | Budget Billing Refund |
| 525 | 01/20/2016 | Claims | 1 | 58527 | FLOYD DUGAN | 71.17 | Budget Billing Refund |
| 526 | 01/20/2016 | Claims | 1 | 58528 | BARBARA EVANSON | 54.90 | Budget Billing Refund |
| 527 | 01/20/2016 | Claims | 1 | 58529 | TOMAS N FERNANDEZ | 130.32 | Budget Billing Refund |
| 528 | 01/20/2016 | Claims | 1 | 58530 | CAROL J FLOWER | 19.50 | Budget Billing Refund |
| 529 | 01/20/2016 | Claims | 1 | 58531 | DAVID FREELUND | 58.64 | Budget Billing Refund |
| 530 | 01/20/2016 | Claims | 1 | 58532 | DONALD GILLESPIE | 437.46 | Budget Billing Refund |
| 531 | 01/20/2016 | Claims | 1 | 58533 | SCOTT & CHRISTI GILLETTE | 200.29 | Budget Billing Refund |
| 532 | 01/20/2016 | Claims | 1 | 58534 | RICHARD GOLDSMITH | 372.65 | Budget Billing Refund |
| 533 | 01/20/2016 | Claims | 1 | 58535 | SCOTT & SHARON GOODELL | 11.77 | Budget Billing Refund |
| 534 | 01/20/2016 | Claims | 1 | 58536 | SANDRA A GOODSPEED | 73.12 | Budget Billing Refund |
| 535 | 01/20/2016 | Claims | 1 | 58537 | ARNIE GRAB | 84.69 | Budget Billing Refund |
| 536 | 01/20/2016 | Claims | 1 | 58538 | JEFF & RENEE HAMEL | 202.32 | Budget Billing Refund |
| 537 | 01/20/2016 | Claims | 1 | 58539 | MAUREEN HARDY | 607.00 | Budget Billing Refund |
| 538 | 01/20/2016 | Claims | 1 | 58540 | WILLIAM J HEIMAN | 213.54 | Budget Billing Refund |
| 539 | 01/20/2016 | Claims | 1 | 58541 | JERAMY & CORTNEY HENINGTON | 90.20 | Budget Billing Refund |
| 540 | 01/20/2016 | Claims | 1 | 58542 | ROBERT A HITCHCOCK | 159.42 | Budget Billing Refund |
| 541 | 01/20/2016 | Claims | 1 | 58543 | PAULINE HOLTHUSEN | 79.76 | Budget Billing Refund |
| 542 | 01/20/2016 | Claims | 1 | 58544 | FRED HORTON | 189.80 | Budget Billing Refund |

# CHECK REGISTER



| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 543 | 01/20/2016 | Claims | 1 | 58545 | DAVE A HUDSON | 74.46 | Budget Billing Refund |
| 544 | 01/20/2016 | Claims | 1 | 58546 | CHAD & RACHEL HULL | 484.26 | Budget Billing Refund |
| 545 | 01/20/2016 | Claims | 1 | 58547 | LARRY A HUMPHREY | 18.08 | Budget Billing Refund |
| 546 | 01/20/2016 | Claims | 1 | 58548 | DIANA INMAN | 53.32 | Budget Billing Refund |
| 547 | 01/20/2016 | Claims | 1 | 58549 | THOMAS & SUSAN JOHNSON | 55.43 | Budget Billing Refund |
| 548 | 01/20/2016 | Claims | 1 | 58550 | SIDNEY MARK JOURNEY | 829.39 | Budget Billing Refund |
| 549 | 01/20/2016 | Claims | 1 | 58551 | ADAM & LOU ANN JUNE | 34.22 | Budget Billing Refund |
| 550 | 01/20/2016 | Claims | 1 | 58552 | LUTHER F KENADY | 382.56 | Budget Billing Refund |
| 551 | 01/20/2016 | Claims | 1 | 58553 | MIKE KILCUP | 476.67 | Budget Billing Refund |
| 552 | 01/20/2016 | Claims | 1 | 58554 | M DIANE KING | 31.57 | Budget Billing Refund |
| 553 | 01/20/2016 | Claims | 1 | 58555 | KEVIN KLANG | 270.39 | Budget Billing Refund |
| 554 | 01/20/2016 | Claims | 1 | 58556 | KEVIN P KLASON | 114.55 | Budget Billing Refund |
| 555 | 01/20/2016 | Claims | 1 | 58557 | LAURA LAIER | 8.51 | Budget Billing Refund |
| 556 | 01/20/2016 | Claims | 1 | 58558 | PAT LICARI | 89.82 | Budget Billing Refund |
| 557 | 01/20/2016 | Claims | 1 | 58559 | BARBARA LIGHTFOOT | 46.85 | Budget Billing Refund |
| 558 | 01/20/2016 | Claims | 1 | 58560 | KEVIN LOYD | 102.50 | Budget Billing Refund |
| 559 | 01/20/2016 | Claims | 1 | 58561 | MARK & KATHRYN LYCAN | 104.42 | Budget Billing Refund |
| 560 | 01/20/2016 | Claims | 1 | 58562 | JAMES & LORI MANLEY | 116.14 | Budget Billing Refund |
| 561 | 01/20/2016 | Claims | 1 | 58563 | PAULETTE MANN | 175.53 | Budget Billing Refund |
| 562 | 01/20/2016 | Claims | 1 | 58564 | BARBARA A MAPLES | 53.03 | Budget Billing Refund |
| 563 | 01/20/2016 | Claims | 1 | 58565 | BARBARA H MAPLES | 479.49 | Budget Billing Refund |
| 564 | 01/20/2016 | Claims | 1 | 58566 | SALLY MAREZ | 119.50 | Budget Billing Refund |
| 565 | 01/20/2016 | Claims | 1 | 58567 | BARBARA JEAN MCMIRE | 22.10 | Budget Billing Refund |
| 566 | 01/20/2016 | Claims | 1 | 58568 | CHRISTOPHER & JACLYN MILEWSKI | 152.95 | Budget Billing Refund |
| 567 | 01/20/2016 | Claims | 1 | 58569 | DAVID MONIHAN | 144.57 | Budget Billing Refund |
| 568 | 01/20/2016 | Claims | 1 | 58570 | ROBERT & BRENDA MORGAN | 379.74 | Budget Billing Refund |
| 569 | 01/20/2016 | Claims | 1 | 58571 | MORSE & PETERSON | 206.09 | Budget Billing Refund |
| 570 | 01/20/2016 | Claims | 1 | 58572 | PATRICK & LINDA MUIR | 33.12 | Budget Billing Refund |
| 571 | 01/20/2016 | Claims | 1 | 58573 | DWAYNE NEAL | 19.92 | Budget Billing Refund |
| 572 | 01/20/2016 | Claims | 1 | 58574 | THANH L NGUYEN | 139.21 | Budget Billing Refund |
| 573 | 01/20/2016 | Claims | 1 | 58575 | R.D. NIEMEYER | 47.30 | Budget Billing Refund |
| 574 | 01/20/2016 | Claims | 1 | 58576 | MIKE O'DONNELL | 205.61 | Budget Billing Refund |
| 575 | 01/20/2016 | Claims | 1 | 58577 | JOAN F OCHS | 221.61 | Budget Billing Refund |
| 576 | 01/20/2016 | Claims | 1 | 58578 | CURTIS & GINA OWENS | 108.62 | Budget Billing Refund |
| 577 | 01/20/2016 | Claims | 1 | 58579 | RALPH & CAROL PEREZ | 81.47 | Budget Billing Refund |
| 578 | 01/20/2016 | Claims | 1 | 58580 | ALLYN & MARLYNN POLLOCK | 380.32 | Budget Billing Refund |
| 579 | 01/20/2016 | Claims | 1 | 58581 | WILLIAM PORTER | 97.47 | Budget Billing Refund |
| 580 | 01/20/2016 | Claims | 1 | 58582 | JERRY PULLIAM | 23.32 | Budget Billing Refund |
| 581 | 01/20/2016 | Claims | 1 | 58583 | JOE G RAMIREZ | 18.15 | Budget Billing Refund |
| 582 | 01/20/2016 | Claims | 1 | 58584 | GLORIA RATCLIFFE | 85.37 | Budget Billing Refund |
| 583 | 01/20/2016 | Claims | 1 | 58585 | STEVE READ | 202.96 | Budget Billing Refund |
| 584 | 01/20/2016 | Claims | 1 | 58586 | SUE ROCKWELL | 761.73 | Budget Billing Refund |
| 585 | 01/20/2016 | Claims | 1 | 58587 | JUDITH RONNING | 191.54 | Budget Billing Refund |
| 586 | 01/20/2016 | Claims | 1 | 58588 | CATHERINE ROSENOW | 221.15 | Budget Billing Refund |
| 587 | 01/20/2016 | Claims | 1 | 58589 | RICHARD & JUDY RUSSELL | 329.77 | Budget Billing Refund |
| 588 | 01/20/2016 | Claims | 1 | 58590 | TERRY SAFLEY | 152.00 | Budget Billing Refund |
| 589 | 01/20/2016 | Claims | 1 | 58591 | NEOLA SCHINDLER | 98.00 | Budget Billing Refund |
| 590 | 01/20/2016 | Claims | 1 | 58592 | LARRY SEE | 49.03 | Budget Billing Refund |
| 591 | 01/20/2016 | Claims | 1 | 58593 | SCOTT A SHAMPINE | 268.40 | Budget Billing Refund |
| 592 | 01/20/2016 | Claims | 1 | 58594 | DAVID SHIRER | 207.60 | Budget Billing Refund |
| 593 | 01/20/2016 | Claims | 1 | 58595 | C SHIRTS | 235.53 | Budget Billing Refund |
| 594 | 01/20/2016 | Claims | 1 | 58596 | JAMES SIMONS | 190.06 | Budget Billing Refund |

# CHECK REGISTER



| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 595 | 01/20/2016 | Claims | 1 | 58597 | DARLYNE SIRACK | 228.70 | Refund inactive customer credit balance |
| 596 | 01/20/2016 | Claims | 1 | 58598 | JAMES W SMITH | 36.11 | Budget Billing Refund |
| 597 | 01/20/2016 | Claims | 1 | 58599 | MARKUS SPITZLI | 268.48 | Budget Billing Refund |
| 598 | 01/20/2016 | Claims | 1 | 58600 | VIRGINIA STEVES | 124.14 | Budget Billing Refund |
| 599 | 01/20/2016 | Claims | 1 | 58601 | BABETTE STRINGER | 197.86 | Budget Billing Refund |
| 600 | 01/20/2016 | Claims | 1 | 58602 | SURPRISE LAKE VILLAGE | 88.00 | Budget Billing Refund |
| 601 | 01/20/2016 | Claims | 1 | 58603 | SURPRISE LAKE VILLAGE | 105.60 | Budget Billing Refund |
| 602 | 01/20/2016 | Claims | 1 | 58604 | SURPRISE LAKE VILLAGE | 95.77 | Budget Billing Refund |
| 603 | 01/20/2016 | Claims | 1 | 58605 | DENNIS W SWENSEN | 294.67 | Budget Billing Refund |
| 604 | 01/20/2016 | Claims | 1 | 58606 | ESTATE OF MARY TANNEHILL | 144.93 | Budget Billing Refund |
| 605 | 01/20/2016 | Claims | 1 | 58607 | CHELSEA AND BRANDON TATMAN | 90.57 | Budget Billing Refund |
| 606 | 01/20/2016 | Claims | 1 | 58608 | BRUCE TERNES | 516.58 | Budget Billing Refund |
| 607 | 01/20/2016 | Claims | 1 | 58609 | BRUCE TERNES | 243.11 | Budget Billing Refund |
| 608 | 01/20/2016 | Claims | 1 | 58610 | DONNA TOWNSEND | 167.09 | Budget Billing Refund |
| 609 | 01/20/2016 | Claims | 1 | 58611 | LUIS M VIGOREAUX | 43.65 | Budget Billing Refund |
| 610 | 01/20/2016 | Claims | 1 | 58612 | MATHEW & CHARLOTTE WALTON | 516.65 | Budget Billing Refund |
| 611 | 01/20/2016 | Claims | 1 | 58613 | JAMIE WARD | 199.46 | Budget Billing Refund |
| 612 | 01/20/2016 | Claims | 1 | 58614 | JEFF WARD | 114.76 | Budget Billing Refund |
| 613 | 01/20/2016 | Claims | 1 | 58615 | PRISCILLA WATTENBERG | 693.66 | Budget Billing Refund |
| 614 | 01/20/2016 | Claims | 1 | 58616 | KENNETH WAY | 20.60 | Budget Billing Refund |
| 615 | 01/20/2016 | Claims | 1 | 58617 | KEN & DEBBIE D WELCH | 40.00 | Budget Billing Refund |
| 616 | 01/20/2016 | Claims | 1 | 58618 | DELORES A WILSON | 40.28 | Budget Billing Refund |
| 617 | 01/20/2016 | Claims | 1 | 58619 | NANCY K ZELLER | 488.02 | Budget Billing Refund |
| 619 | 01/25/2016 | Claims | 1 | E58620 | US BANK | 5,223.89 | Supplies, OT Meals; Chamber Lunch, Training; Background Checks; Storage; Fuel, Tires; Dues, Tire Chains; Calendar; Heater Parts Server Rm; Webinar; Vehicle Logos, Tape; Landscape City Hall, CADzation; |
| 620 | 01/27/2016 | Claims | 1 | 58621 | ALPINE PRODUCTS INC. | 1,231.88 | Retro Fit Posts |
| 621 | 01/27/2016 | Claims | 1 | 58622 | BIG JOHN'S TROPIES INC | 12.96 | Name Plate |
| 622 | 01/27/2016 | Claims | 1 | 58623 | BITCO SOFTWARE LLC | 15,000.00 | Permitting Software |
| 623 | 01/27/2016 | Claims | 1 | E58624 | BLUEFIN PAYMENT SYSTEMS | 74.85 | Credit Card Fees |
| 624 | 01/27/2016 | Claims | 1 | 58625 | CDW GOVERNMENT, INC. | 12,282.43 | IT Support; IT Support; IT Support; Computers & Printers |
| 625 | 01/27/2016 | Claims | 1 | 58626 | CHUCKALS | 1,434.04 | PW Admin Partitions; PW Admin Printer; Supplies - Return For Credit; Returned Item; Credit For Return; PW Supplies; Credit On Acct |
| 626 | 01/27/2016 | Claims | 1 | E58627 | CIT TECHNOLOGY (QDS) | 649.86 | Copier Lease PD; Copier Lease City Hall & PW Admin |
| 627 | 01/27/2016 | Claims | 1 | E58628 | COSTCO WHOLESALE | 290.97 | Office Supplies |
| 628 | 01/27/2016 | Claims | 1 | 58629 | DAVIS DOOR SERVICE INC. | 999.92 | Bldg Maintenance |
| 629 | 01/27/2016 | Claims | 1 | E58630 | DISCOVERY BENEFITS | 75.95 | FSA Admin Fee; FSA Claims |
| 630 | 01/27/2016 | Claims | 1 | 58631 | EXCEL SUPPLY COMPANY, INC | 31.74 | Electric Material |
| 631 | 01/27/2016 | Claims | 1 | 58632 | FIRE PROTECTION, INC | 512.46 | Annual Fire Alarm Monitoring |
| 632 | 01/27/2016 | Claims | 1 | 58633 | GRAY & OSBORNE INC | 1,610.01 | Well #10; Gen Engineering; PW Code & Standards Update |
| 633 | 01/27/2016 | Claims | 1 | 58634 | JET CHEVROLET | 840.34 | Vehicle Repair |

# CHECK REGISTER



| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|---|
| 634 | 01/27/2016 | Claims | 1 | E58635 | LAKEHAVEN UTILITY DISTRICT | 921.70 | Intertie Ready To Serve Fee |
| 635 | 01/27/2016 | Claims | 1 | 58636 | MT. VIEW EDGEWOOD WATER CO. | 427.48 | Intertie Ready To Serve Fees |
| 636 | 01/27/2016 | Claims | 1 | E58637 | NAVIA - FSA | 34.00 | FSA Claims |
| 637 | 01/27/2016 | Claims | 1 | 58638 | NORTHSTAR CHEMICAL | 6,730.77 | Water Materials; Water Materials |
| 638 | 01/27/2016 | Claims | 1 | 58639 | PCCNG | 600.00 | Monthly Mailing Services |
| 639 | 01/27/2016 | Claims | 1 | E58640 | PIERCE COUNTY SEWER | 172.23 | Sewer; Sewer; Sewer; Sewer; Sewer |
| 640 | 01/27/2016 | Claims | 1 | 58641 | PREFERRED COPIER SYSTEMS | 1,402.86 | Copier Maintenance; Copier Maintenance; Copier Maintenance; Copier Maintenance & Overages |
| 641 | 01/27/2016 | Claims | 1 | 58642 | PRO-BUILD | 25.34 | Facility Repair |
| 642 | 01/27/2016 | Claims | 1 | 58643 | RANDLES SAND & GRAVEL INC | 2,029.49 | PW Material |
| 643 | 01/27/2016 | Claims | 1 | E58644 | SHELL FLEET PLUS | 4,290.28 | Fuel |
| 644 | 01/27/2016 | Claims | 1 | 58645 | UNIFIRST CORPORATION | 221.94 | Uniforms; Uniforms |
| 645 | 01/27/2016 | Claims | 1 | 58646 | UTILITIES UNDERGROUND LOC CENT | 32.34 | Monthly Locates |
| 646 | 01/27/2016 | Claims | 1 | E58647 | VERIZON WIRELESS | 414.20 | Cell Phone PW Oper; Data Line For Flexnet Tower |
| 647 | 01/27/2016 | Claims | 1 | 58648 | WASHINGTON AUDIOLOGY SERVICES | 971.89 | Hearing Tests |
| 663 | 01/29/2016 | Claims | 1 | 58649 | ATTN: APRIL PETERSEN ASSOCIATION OF WASHINGTON CITIES | 8,634.41 | Annual Membership |
| 664 | 01/29/2016 | Claims | 1 | 58650 | CENTURYLINK | 216.27 | Telephone |
| 665 | 01/29/2016 | Claims | 1 | 58651 | WA STATE DEPT OF EMPLOYMENT SECURITY | 208.20 | Unemployment |
| 666 | 01/29/2016 | Claims | 1 | 58652 | WA STATE DEPT OF L&I | 29,214.12 | Quarterly LNI |
| 667 | 01/29/2016 | Claims | 1 | E58653 | WA STATE DEPT OF REVENUE | 23,037.16 | Excise Tax |
| 668 | 01/29/2016 | Claims | 1 | 58654 | FRED PRYOR SEMINARS | 199.00 | TRM Renewal |
| 669 | 01/29/2016 | Claims | 1 | E58655 | JIVE COMMUNICATIONS | 1,372.66 | Phones |
| 670 | 01/29/2016 | Claims | 1 | 58656 | LES SCHWAB FIFE | 780.26 | Fleet Material |
| 671 | 01/29/2016 | Claims | 1 | 58657 | MILTON CITY OF | 55,074.38 | City Utility Tax |
| 672 | 01/29/2016 | Claims | 1 | 58658 | NEWS TRIBUNE, THE | 64.54 | Legal Notice |
| 673 | 01/29/2016 | Claims | 1 | 58659 | PIERCE CO BUDGET & FINANCE | 12,933.69 | Election; Info Tech Services; Election/Voter Maint |
| 674 | 01/29/2016 | Claims | 1 | 58660 | QUILL CORPORATION | 44.64 | 1099 Supplies |
| 675 | 01/29/2016 | Claims | 1 | 58661 | RUSSELL & DEBORAH TRANHOLT | 250.00 | CB Rental Deposit Refund |
| 676 | 01/29/2016 | Claims | 1 | 58662 | VISUAL EFFECTS | 246.15 | Vehicle Repair |

| | |
|---|---|
| 001 General Fund | 64,747.80 |
| 101 Street Fund | 2,337.62 |
| 105 Drug Seizure Fund | 50.00 |
| 107 Criminal Justice Fund | 4,870.47 |
| 116 Community Events Fund | 50.00 |
| 310 Capital Improvement Fund | 1,391.88 |
| 401 Electric Utility Operations Fund | 30,677.38 |
| 403 Water Utility Operations Fund | 57,522.06 |
| 404 Water Capital Improvement Fund | 982.91 |
| 406 Stormwater Operations Fund | 37,095.51 |
| 501 Vehicle Repair & Maintenance Fund | 1,284.41 |
| 503 Information Technology | 13,082.86 |

# CHECK REGISTER



| Trans Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|---|---|---|---|---|---|---|
| | | | | | | Claims: 214,092.90 |
| | * Transaction Has Mixed Revenue And Expense Accounts | | | | 214,092.90 | |

I hereby certigy that the expenditures shown above reflect the true and correct expenditures to the best of my knowledge. I further certify the expenditures above to be valid and correct.

Finance Director Date

Approved for release prior to council meeting per Council Authorization.

Mayor Date

Agenda Item #: 6A

To: Mayor Perry and City Councilmembers

From: Finance Director Garrison and City Clerk Bolam

Date: February 1, 2016 Regular Meeting

Re: Updates to Personnel/Travel Policies

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**ATTACHMENTS: A. Proposed Ordinance**

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**TYPE OF ACTION:**

☐ Information Only ☐ Discussion ☒ Action ☐ Expenditure Required

**Recommendation/Actions:**

I move to adopt the attached ordinance, updating the MMC personnel policies Sections 2.74.030, 2.74.050, 2.74.070, and Chapter 2.82, and repealing Section 2.74.080, as presented.

**Fiscal Impact/Source of Funds:** None.

---

**Issue:** As staff has researched city policies for continuity and updating, it was discovered that several MMC chapters related to purchasing either need updating or exist also as Administrative Policies & Procedures. This research brought some personnel policy inconsistencies forward, as well.

**Background:** At the November 9, 2015 meeting, City Council repealed MMC Chapter 3.32 "Purchasing Policies," and established Chapter 3.52 "Contract Approvals."

At the January 4, 2016 meeting, City Council reviewed the actions presented for adoption and approval tonight.

**Discussion:** This action is part of a two-fold process presented for Council approval tonight. A second ordinance, updating code sections related to purchasing and city funds, includes the establishment of a new set of Administrative Policies and Procedures, which include Travel policies to replace MMC Section 2.74.080 proposed to be repealed in this ordinance.

To summarize, this proposed action would accomplish the following:

- Chapter 2.74 Personnel Policies and Procedures Manual

    - 2.74.030 – change so retirement date is in accordance with Department of Retirement Systems (DRS)
    - 2.74.050 – change life insurance to reflect employment and labor contracts
    - 2.74.070 – change longevity to reflect employment and labor contracts
    - 2.74.080 – Travel Expenses – Repeal and regulate as Administrative Policies & Procedures
- Chapter 2.82 Job Descriptions – Update to reflect the current organizational structure and comply with RCW

**CITY OF MILTON, WASHINGTON**
**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, RELATING TO PERSONNEL ADMINISTRATION ~~REPEALING MILTON MUNICIPAL CODE SECTION 2.74.080, AND BY~~ AMENDING ~~SECTIONS 2.74.030, 2.74.050, 2.74.070~~ CHAPTER 2.74 TITLED "PERSONNEL POLICIES AND PROCEDURES MANUAL" AND AMENDING CHAPTER 2.82 TITLED "PERSONNEL-JOB DESCRIPTIONS, ~~TO ESTABLISH CURRENT AND BEST PRACTICES RELATED TO PERSONNEL~~; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION BY ORDINANCE TITLE ONLY.**

WHEREAS, ~~the City of Milton strives to maintain consistency between the Milton Municipal Code and current and best practices related to personnel policies~~provisions of the Milton Municipal Code relating to Personnel Administration require updating and amendment for consistency with state law, current practice and best practices in personnel administration; and

WHEREAS, the City has an updated organizational structure for appointed offices inconsistent with current code; and

WHEREAS, the City wishes to ~~regulate travel reimbursement procedures outside of city code; now, therefore~~ make the code amendments described herein and the City Council deems it necessary and in the public interest to make such amendments,

Now, Therefore,

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1. Amended.** Chapter 2.74.030 of the Milton Municipal Code is hereby amended as follows:

**2.74.030 Retirement.**
Employees shall retire as so provided under PERS and LEOFF rules. In all instances, the retirement date shall be ~~the last day of the calendar month in which the employee has reached the designated retirement age~~ in accordance with Department of Retirement System (DRS) rules. Employees shall be required to contribute to Public Employees Retirement System and Law Enforcement Officers and Firefighters Retirement System of the state as per Chapter 41.40 RCW. Rates of contributions shall be adjusted from time to time by current state legislation. (Ord. 1386 § 3, 1998; Ord. 933 § 2, 1983. Formerly 2.80.080).

**Section 2. Amended.** Chapter 2.74.050 of the Milton Municipal Code is hereby amended as follows (new language shown by underline and deletions shown by strikeout):

**2.74.050 Medical insurance.**
Medical insurance will be provided at the expense of the city for all full-time and part-time regular employees and dependents. The city will also provide dental and vision coverage for the full-time and

part-time regular employees and dependents. A group life insurance policy ~~with $10,000 coverage~~ for all full-time and part-time regular employees will be provided as-per adopted personnel policy for non-represented employees and provided in employment and labor contracts for represented employees. (Ord. 1386 § 3, 1998; Ord. 1069 § 1, 1988; Ord. 933 § 2, 1983. Formerly 2.88.170).

**Section 3. Amended.** Chapter 2.74.070 of the Milton Municipal Code is hereby amended as follows:

**2.74.070 Longevity.**
Every employee within the city shall be entitled to longevity pay according to ~~the following schedule~~ employment and labor contracts.

| ~~Years continued employment~~ | ~~Bonus pay over the top of base pay (based upon gross wages)~~ |
|---|---|
| ~~5 – 9 years~~ | ~~One percent (1%)~~ |
| ~~10 – 14 years~~ | ~~Two percent (2%)~~ |
| ~~15 and over~~ | ~~Three percent (3%)~~ |

(Ord. 1386 § 3, 1998. Formerly 2.88.190).

**Section 4. Repeal.** Chapter 2.74.080 of the Milton Municipal Code is repealed in its entirety.

**Section 5. Amended.** Chapter 2.82 of the Milton Municipal Code is hereby amended as follows:

**Chapter 2.82**

**PERSONNEL – ~~JOB DESCRIPTIONS~~APPOINTIVE OFFICES AND EMPLOYEES**[1]

Sections:
2.82.000 Position Qualifications and Appointments.
2.82.001 City Clerk.
2.82.002 Finance Director.
2.82.003 Public Works & Community Development Director.
~~2.82.010 Appointive and elected positions.~~
~~2.82.020 City clerk-treasurer.~~
~~2.82.030 Deputy clerk-treasurer.~~
2.82.040 –
2.82.300 *Repealed.*
2.82.310 Police chief.
2.82.320 –
2.82.440 *Repealed.*

**2.82.000 Position Qualifications and Appointments.** The Major shall make all appointments to City appointive offices and employments, subject to applicable civil service rule or regulation. Qualifications

for offices and employments shall be as determined by the Mayor, subject to any statutory required qualifications or labor agreement.

**2.82.001 City Clerk.** Shall be the custodian of the city seal. ~~Performs~~ Among other duties that may be assigned by the Mayor from time to time, the City Clerk performs a variety of professional support work developing, implementing and overseeing the services, programs and activities of the City Clerk's Office. City Council meeting management including legal notices, agenda packet preparation, ordinances, resolutions, contracts, and minutes. Acts as Public Records Officer, including personnel records. Administers the hiring practices of the City.

**2.82.002 Finance Director.** ~~Compiles~~Among other duties that may be assigned by the Mayor from time to time,the Finance Director compiles, organizes, publishes the city budget, including monthly and quarterly reports, and fully-detailed annual statement. Maintains the fiscal records and systems of the City and supervises department staff. Directs the accounting and reporting operations and the cash management functions. Monitors financial trends and budgeted revenues and expenditures.

**2.82.003 Public Works & Community Development Director**. ~~Plans~~Among other duties that may be assigned by the Mayor from time to time, the Public Works and Community Development Director plans, organizes, directs, and evaluates day-to-day functions of city's planning, development, parks, facilities, and utilities divisions. Supervises administration, engineering, transportation, and operations. Formulates, evaluate and administer short- and long-range plans for all areas. Represent city for regional planning, mandates, and funding opportunities. Direct preparation and control of department budgets and capital improvement plans. Serves as Land Use Administrator and SEPA Administrator. Develops and implements strategies and programs to promote economic development efforts.

~~**2.82.010 Appointive and elected positions.**~~

| ~~Job Codes~~ | ~~Position Title~~ |
|---|---|
| ~~100~~ | ~~Mayor~~ |
| ~~110~~ | ~~Councilmember~~ |
| ~~115~~ | ~~Attorney~~ |
| ~~120~~ | ~~Clerk[2]~~ |
| ~~125~~ | ~~Treasurer[2]~~ |
| ~~140~~ | ~~Municipal Court Judge~~ |
| | ~~City Administrator~~ |

~~(Ord. 1686 § 3, 2006; Ord. 1072 § 1, 1988).~~

~~**2.82.020 City clerk-treasurer.[2]**~~
~~Code No. 130. Shall be the custodian of the city seal. May administer oaths or affirmations and certify to the city, and may take affidavits and depositions to be used in any court or proceeding in the state. Shall make quarterly statements indicating the receipts and expenditures of the city and a full detailed statement annually. Shall perform such other services as may be required by statute or by ordinances of the council. Shall keep a full and true account of all the proceedings of the council. May serve as the secretary to the board of adjustment and planning commission. Shall fulfill the statutory duties as prescribed by the laws~~

~~of the state as provided by RCW 35A.42.040 and 35A.42.010. (Ord. 1180 § 1, 1992; Ord. 1072 § 1, 1988).~~

~~**2.82.030 Deputy clerk-treasurer.**~~
~~The deputy clerk-treasurer shall be under the direction and supervision of the city clerk-treasurer and shall assist the city clerk-treasurer in performing the duties required of the city clerk-treasurer. In the event of the absence of the city clerk-treasurer, the deputy city clerk-treasurer shall act in his or her capacity. (Ord. 1104 § 1, 1989; Ord. 1072 § 1, 1988).~~

**2.82.040 Court clerk.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.050 Police clerk.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.060 Secretary – Entry level.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.065 Administrative secretary.**
*Repealed by Ord. 1477.* (Ord. 1158 § 1, 1991).

**2.82.070 Accounting clerk.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.080 Finance officer.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.090 Accounting clerk.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.100 Police officer.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.110 Police sergeant.**
*Repealed by Ord. 1477.* (Ord. 1137 § 6, 1990; Ord. 1072 § 1, 1988).

**2.82.120 Fire captain.**
*Repealed by Ord. 1834.* (Ord. 1367 § 1, 1998; Ord. 1183 § 1, 1992; Ord. 1072 § 1, 1988).

**2.82.130 Volunteer firefighter.**
*Repealed by Ord. 1834.* (Ord. 1072 § 1, 1988).

**2.82.140 Fire department utility maintenance worker.**
*Repealed by Ord. 1834.* (Ord. 1072 § 1, 1988).

**2.82.150 Fire lieutenant – Fire suppression officer.**
*Repealed by Ord. 1367.* (Ord. 1183 § 2, 1992; Ord. 1072 § 1, 1988).

**2.82.155 Police lieutenant.**
*Repealed by Ord. 1477.* (Ord. 1137 § 3, 1990).

**2.82.160 Electrical helper.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.161 Electric lineman.**
*Repealed by Ord. 1477.* (Ord. 1184 § 1, 1992).

**2.82.170 Utility/maintenance (med-light equipment operator).**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.180 Senior utility/maintenance worker.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.190 Mechanic.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.200 General utility maintenance worker.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.210 Custodial worker/grounds-keeper/facility maintenance.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.220 Meter reader/generalists repair.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.230 Utility maintenance worker II.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.240 Utility maintenance worker I.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.250 Building inspector.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.260 Electrical working foreman.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.270 Water/sewer working foreman.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.280 Assistant fire chief.**
*Repealed by Ord. 1834.* (Ord. 1072 § 1, 1988).

**2.82.290 Director of public works.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.300 Fire chief.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.310 Police chief.**
~~Code No. 655. Plans~~Among other duties that may be assigned by the Mayor from time to time, the Police Chief plans, organizes, directs and controls the functions of the police department. Develops and implements policies, procedures and practices to protect life and property through law enforcement and

crime prevention work. Ensures the efficient and economical use of department funds, including grant moneys, work force, facilities and time. Accomplishes short-term and long-range planning. Performs law enforcement work as necessary to maintain public peace and order, to protect life and property, to prevent crime, to make investigations and to apprehend violators of the law. (Ord. 1072 § 1, 1988).

**2.82.320 Senior coordinator.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.330 Head librarian.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.340 Library assistant.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.350 Library page – Entry level.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.360 Library clerk – Typist.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.365 Animal control officer/evidence officer/custodian.**
*Repealed by Ord. 1477.* (Ord. 1372 § 1, 1998; Ord. 1154 § 1, 1991).

**2.82.370 Senior aides – Entry level.**
*Repealed by Ord. 1477.* (Ord. 1072 § 1, 1988).

**2.82.400 Fire lieutenant – Prevention officer.**
*Repealed by Ord. 1367.* (Ord. 1183 § 3(A), 1992).

**2.82.410 Fire lieutenant – New recruit, personnel officer.**
*Repealed by Ord. 1367.* (Ord. 1183 § 3(B), 1992).

**2.82.420 Fire equipment officer.**
*Repealed by Ord. 1834.* (Ord. 1183 § 3(C), 1992).

**2.82.430 Fire medical services officer.**
*Repealed by Ord. 1367.* (Ord. 1183 § 3(D), 1992).

**2.82.440 Fire administrative assistant.**
*Repealed by Ord. 1834.* (Ord. 1183 § 3(E), 1992).

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[1] Prior legislation: Ord. 1015.

Ord. 1728, as amended by Ord. 1836, contains provisions related to job descriptions of certain city officials and may be found on file at the city clerk/human resources generalist's office.

[2] Code reviser's note: Ord. 1134 merged the offices of clerk and treasurer.

**Section 8. Ratification and Confirmation.** Any previous actions by the City that fall within the scope of the subject matter of this ordinance are hereby ratified and confirmed.

**Section 9. Severability.** If any section, sentence, clause, or phrase of this ordinance or should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 10. Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 1st day of February, 2016.

_____
Mayor Debra Perry

ATTEST/AUTHENTICATED:

_____
Katie Bolam, City Clerk

APPROVED AS TO FORM:

_____
Kristin Eick, City Attorney

Published:

Effective Date:

Agenda Item #: 6B

To: Mayor Perry and City Councilmembers

From: Finance Director Garrison and City Clerk Bolam

Date: February 1, 2016 Regular Meeting

Re: Purchasing Policies Updates

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**ATTACHMENTS:**

**A. Proposed Ordinance**

**B. Proposed New Administrative Policy Document, showing updates from existing policy and/or Code documents**

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**TYPE OF ACTION:**

☐ Information Only ☐ Discussion ☒ Action ☐ Expenditure Required

**Recommendation/Actions:**

I move to adopt the attached ordinance, repealing or updating MMC Chapters 3.12, 3.22, and 3.24 related to purchasing and city funds as presented, and to render ineffective all Administrative Policies and Procedures prior to this date while acknowledging the establishment of updated Administrative Policies and Procedures beginning this date.

**Fiscal Impact/Source of Funds:** None.

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**Issue:** As staff has researched city policies for continuity and updating, it was discovered that several MMC chapters related to purchasing and city funds either need updating or exist also as Administrative Policies & Procedures. City staff has established a new document for Administrative Policies and Procedures, to be reviewed and updated in the future for current best practices.

**Background:** At the November 9, 2015 meeting, City Council repealed MMC Chapter 3.32 "Purchasing Policies," and established Chapter 3.52 "Contract Approvals."

At the January 4, 2016 meeting, City Council reviewed the actions presented for adoption and approval tonight.

**Discussion:** This action is part of a two-fold process presented for Council approval tonight. Another ordinance, updating personnel policies and job descriptions, has been presented as well.

To summarize, this proposed action would accomplish the following:

**Attachment A – MILTON MUNICIPAL CODE UPDATES BY ORDINANCE:**

- Chapter 3.12 Claims Fund – Repeal – no longer applicable
- Chapter 3.22 City Credit/Purchase Card System – Repeal and regulate as Administrative Policies & Procedures
- Chapter 3.24 Funds – Multiple changes – refer to document
- Chapter 3.52 Contract Approvals – Change to refer to Purchasing Policy

**Attachment B – ADMINISTRATIVE POLICIES & PROCEDURES ESTABLISHED**

Staff has uncovered incomplete sets of previous Administrative Policies and Procedures, some of which mirror or almost mirror city code, and some of which are inconsistent with code. This action would deny the effectiveness of all previous Administrative Policies and Procedures (not including the 1998 Personnel Policies and Procedures Manual, which stays in effect), while acknowledging the establishment of a new set of the same.

In keeping with the commitment to clean up and clarify all code and policies, staff is recommending the code updates presented in two separate ordinances at this meeting, as well as the establishment of the following Administrative Polices & Procedures to supersede previous versions:

- Travel Policy
- Purchasing Policy
- Credit Card Policy

It is anticipated that additions will be made to this newly established Administrative Policies & Procedures manual as code and policy clean-up continues.

**CITY OF MILTON, WASHINGTON**
**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF MILTON, WASHINGTON, REPEALING MILTON MUNICIPAL CODE CHAPTERS 3.12 AND 3.22, AND AMENDING CHAPTER 3.24 RELATED TO PURCHASING AND CITY FUNDS; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City has an updated structure of Funds inconsistent with current code; and

WHEREAS, the City of Milton wishes to update and maintain Administrative Policies and Procedures for the conduct of personnel, travel, and purchasing of goods and services outside of City Code; now, therefore,

**THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1. Repeal.** Chapter 3.12 of the Milton Municipal Code is repealed in its entirety.

**Section 2. Repeal.** Chapter 3.22 of the Milton Municipal Code is repealed in its entirety.

**Section 3. Amended.** Chapter 3.24 of the Milton Municipal Code is hereby amended as follows:

**Chapter 3.24**

**FUNDS**

Sections:
3.24.010 Street fund.
3.24.020 *Repealed.*
~~3.24.030 Cumulative reserve fund for capital outlay and operation and maintenance for municipal purposes.~~
3.24.040 Petty cash fund and cash drawers.
3.24.050 ~~Various funds.~~General fund, electric utility fund, and water utility fund.
~~3.24.060 Sewer reserve fund.~~
3.24.070 *Repealed.*
~~3.24.080 Insurance reserve fund.~~
3.24.090 *Repealed.*
3.24.100 Uniform controlled substances trust fund.
3.24.110 *Repealed.*
3.24.120 *Repealed.*
~~3.24.130 MCS/SGC grant fund.~~
~~3.24.140 Guaranty fund.~~
3.24.150 Authorizing the usage of bank check and electronic funds transfers (EFTs).

3.24.160 Law enforcement confidential fund.
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3.24.275 Electric utility asset replacement fund.
3.24.280 Water utility asset replacement fund.
3.24.290 Stormwater utility asset replacement fund.
3.24.300 Strategic reserve fund.

**3.24.010 Street fund.**
A. There is created a fund to be known as the street fund under the authority granted by RCW 46.68.115.

B. The street fund shall be created with funds consolidated from the “city street” and “arterial street” fund.

C. The street fund shall be credited with all applicable state gas tax, state shared street funds, and funds contributed by the city and any other funds that many from time to time be authorized to be placed therein.

D. The street fund shall be used for the construction, repair, improvement and maintenance of the streets of the city, or for any other street purpose. (Ord. 1127 § 2, 1990).

**3.24.020 City street fund.**
*Repealed by Ord. 1127.*

~~**3.24.030 Cumulative reserve fund for capital outlay and operation and maintenance for municipal purposes.**~~
~~A. There is created and established a special fund to be known as cumulative reserve fund for capital outlay and operation and maintenance for municipal purposes; that said fund is created for the purpose of the accumulation of funds to be expended for the acquisition by the purchase or otherwise of equipment, land and sites or construction, alteration, replacement and repair of any public building, structures and works for municipal purposes or for any other municipal purpose generally classed as capital outlay; also for paying the cost of operation and maintenance of the city government, including the purchase of materials and supplies for the operation and maintenance of said government, and for the cost of maintenance, alteration or repair of equipment, public improvements, public property, public works or other city property and to pay the cost of any expenditures generally incurred for municipal purposes.~~

~~B. No expenditures shall be made from the cumulative reserve fund without a majority vote of the legislative body. The approved expenditures shall be expended directly from the cumulative reserve fund.~~

~~C. The city administrator is authorized and directed to establish all necessary books of account, ledgers and accounting controls for said fund, all in the manner provided by law. (Ord. 1011 § 1, 1986; Ord. 949, 1984; Ord. 663 §§ 1, 3 – 5, 1974).~~

**3.24.040 Petty cash fund and cash drawers.**
The city council establishes and creates a petty cash fund, not to exceed $1,000, and further authorizes the deposit of $1,000 to the petty cash funds and cash drawers identified below, and further authorizes the clerk to replenish the petty cash funds from the city funds to maintain a $1,000 balance in all petty cash funds. The disbursement of the moneys shall be as follows:

A. Four hundred fifty dollars for the administration/finance cashier drawers;

B. One hundred fifty dollars for the administration/finance petty cash;

C. Zero dollars for the court cash drawers;

D. Four hundred dollars for the police/drug seizure confidential imprest fund;

E. Zero dollars for activity center petty cash. (Ord. 1816 § 1, 2013; Ord. 1697 § 1, 2007; Ord. 1606 § 1, 2004; Ord. 1011 § 1, 1986; Ord. 990 § 2, 1985).

**3.24.050 ~~Various funds~~General fund, electric utility fund, and water utility fund.**
A. There are created the following funds: ~~agency fund, utility receipting fund, payroll fund,~~ general fund, water fund, and electric fund ~~and federal revenue sharing fund~~.

B. All moneys received by the city shall be properly accredited and expended in accordance with the rules and regulations of the ~~state~~ State of Washington. (Ord. 1435 § 1, 1999; Ord. 1011 § 1, 1986; Ord. 950 §§ 2, 3, 1984).

~~**3.24.060 Sewer reserve fund.**~~
~~A. There is established a sewer reserve fund to be handled separately and following all guidelines of the BARS accounting practices and State Auditor's office.~~

~~B. The revenue generated into the established fund will come from the sewer operation fund at the rate of $2.00 per connection per month.~~

~~C. The moneys will be utilized for the estimated shortfall of the bond redemption of the 1972 water/sewer revenue fund.~~

~~D. Emergency expenditures may be made from the established reserve fund to the sewer operation fund only by majority vote of the council.~~

~~E. The sewer operation fund balance and sewer reserve fund balance will be both reviewed by council annually in September to analyze the cash position of the sewer operation fund and the estimated shortfall position of the water sewer revenue fund. (Ord. 1011 § 1, 1986; Ord. 1004 §§ 2 – 6, 1985).~~

**3.24.070 Equipment reserve fund.**
*Repealed by Ord. 1417*. (Ord. 1011 § 1, 1986).

~~**3.24.080 Insurance reserve fund.**~~
~~A. The city council establishes an insurance reserve fund for the purpose of first-party coverage for motorized vehicles.~~

~~B. The insurance reserve fund shall be utilized for first-party coverage of all motorized vehicles.~~

~~C. No expenditures from this fund will be made without approval of the city council. (Ord. 1040 §§ 2 – 4, 1987).~~

**3.24.090 Water main customer reserve fund.**
*Repealed by Ord. 1490.* (Ord. 926 § 1, 1983).

**3.24.100 Uniform controlled substances trust fund.**
There is created and established a special fund to be known as the uniform controlled substances trust fund. This fund shall be used for the purpose of the accumulation of and account for funds obtained from forfeitures of moneys and proceeds pursuant to MMC 9.16.020. This fund may also be used for the accumulation of and accounting for funds obtained from other sources when such funds are to be designated for use for the purposes specified under either MMC 9.16.020(6)(d)(1) or MMC 9.16.020(6)(d)(3). Funds obtained pursuant to MMC 9.16.020(6)(d)(l) shall be accounted for and expended as authorized under that subsection. Funds obtained pursuant to MMC 9.16.020(6)(d)(3) shall be accounted for and expended as authorized under that section. (Ord. 1089 § 1, 1988).

**3.24.110 Equipment rental fund.**
*Repealed by Ord. 1490.* (Ord. 1417 § 3, 1999; Ord. 1413 §§ 1 – 4, 1999; Ord. 1155 § 1, 1991).

**3.24.120 Surprise Lake sewer drainage basin capital improvement reserve fund.**
*Repealed by Ord. 1435*. (Ord. 1058 § 2, 1987).

~~**3.24.130 MCS/SGC grant fund.**~~
~~A. There is established a MCS/SGC (model conservation standards/super good cents) grant fund to be handled separately and following all guidelines of the BARS accounting practices, State Auditor's office, and the Bonneville Power Administration.~~

~~B. This fund shall be "closed out" at the finalization of the grant program and moneys received from Bonneville Power Administration. (Ord. 1048 § 1, 1987).~~

~~**3.24.140 Guaranty fund.**~~
~~A. At the time of making the annual budget and tax levy, the legislative body shall provide for the levy of a sum sufficient, with the other sources of the guaranty fund, to pay warrants issued against the guaranty fund during the preceding fiscal year and to maintain a balance therein. In no event shall the levy in any one year exceed the greater of (1) 12 percent of the outstanding obligations guaranteed by the guaranty fund, or (2) the total amount of delinquent assessments and interest accumulated on the delinquent assessments before the levy as of September 1st of that year.~~

~~B. The money held in the guaranty fund may be invested in any lawful investment of city funds and the city treasurer is authorized and directed to pay into the guaranty fund all interest received from the investment of money on deposit in the guaranty fund as well as any surplus remaining in any local improvement fund after the payment of all outstanding bonds, warrants or other short-term financing payable out of the guaranty fund.~~

~~C. 1. Whenever any bond, warrant or other short-term obligation guaranteed under the provisions of the laws of the state of Washington in pursuance of which this section is passed shall be in default, upon the presentment and delivery of any such defaulted bond, warrant or other short-term obligation, the city treasurer shall purchase the same by executing, duly issuing and delivering a warrant drawn on the guaranty fund to the person presenting the same, and the city treasurer shall honor and pay a warrant on the guaranty fund in such amount as may be necessary to pay in full any such bond, warrant or other short-term obligation with any interest to be held for the benefit of the guaranty fund. If more than one bond, warrant or other short-term obligation is so presented, they shall be purchased in their order of presentment.~~

~~2. Whenever any interest payment guaranteed under the laws of the state of Washington in pursuance of which this section is passed shall be in default, upon the presentment and delivery of the defaulted~~

~~interest coupon or, in the absence of coupons, proof of ownership of the bond and proof of default in the payment of interest thereon, the city treasurer shall pay such interest in the same manner as set forth in subsection (C)(1) of this section for payment of bonds, warrants or other short-term obligations in default. In the absence of coupons, a certificate of the bond registrar that the interest due has not been paid shall be and is presumed to be adequate proof of default.~~

~~D. Warrants drawing interest at a rate not to exceed 15 percent per annum shall be issued as other warrants are issued by the city against the guaranty fund to meet any liability accruing against it. Such warrants shall at no time exceed five percent of the outstanding obligations guaranteed by the guaranty fund.~~

~~E. Upon certification by the city treasurer that the guaranty fund has sufficient funds currently on hand to meet all valid outstanding obligations of the guaranty fund reasonably expected to be incurred in the near future, the city by ordinance may provide for the transfer of as-sets from the guaranty fund to the city's general fund, except that the net cash of the guaranty fund may not be reduced by such transfer to an amount less than 10 percent of the net outstanding obligations guaranteed by such fund.~~

~~If, at any time within five years of any transfer of assets from the guaranty fund to the general fund the net cash of the guaranty fund is reduced below 10 percent of the net outstanding obligations guaranteed by the guaranty fund, the city to the extent of the amount transferred shall pay valid claims against the guaranty fund as a general obligation of the city and shall pay all reasonable costs of collection necessarily incurred by the holders of valid claims against the guaranty fund.~~

~~F. This section constitutes the rules and regulations for the maintenance and operation of the guaranty fund. Money of the guaranty fund also may be used for and in such manner as is or hereafter may be authorized by Chapter 35.54 RCW.~~

~~G. If any provision of this section or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of this section or the application of the provision to other persons or circumstances shall not be affected. (Ord. 1094 §§ 1—7, 1988).~~

**3.24.150 Authorizing the usage of bank check and electronic funds transfers (EFTs).**

A. All claims or other obligations of the city, which are payable out of solvent funds, shall be paid by the issuance of bank checks or electronic funds transfers (EFTs), provided that this section does not authorize any creditor to demand payment upon any obligation prior to its proof and normal maturity in due course. Electronic Funds Transfers shall be monitored the same as payments by check.

B. Two signatures shall be required to validate the checks herein authorized and the first signature shall be that of the mayor, or in the mayor's absence, the mayor pro tempore, and the second signature shall be that of the ~~clerk-treasurer~~Finance Director, or in the ~~clerk-treasurer's~~Finance Director's absence, the ~~deputy clerk-treasurer~~City Clerk. (Ord. 1112, 1989).

**3.24.160 Law enforcement confidential fund.**

A. 1. At the time of making the annual budget, the council shall provide for sufficient funds to establish the law enforcement confidential fund as an imprest cash fund at an amount certain, which amount shall be replenished by the city finance officer, as needed, upon written request of the chief law enforcement officer showing the then existing balance of said fund.

2. Purpose. Monies from the fund shall be used for purposes of the surveillance and investigation of violators of the law, excluding civil infractions, including but not limited to the purchase of controlled substances or drugs for use in criminal prosecution, the payment of monies to informants, or for such other expenses as the chief law enforcement officer shall determine to be reasonable and necessarily incident to use in criminal investigations and/or prosecutions.

3. Bookkeeping and Accounting. The chief law enforcement officer shall be responsible for the custody of said fund and for the implementation and maintenance of such bookkeeping and accounting as will, at a minimum, record the following:

a. The advancement of funds to particular persons for potential use;

b. The actual use of funds advanced;

c. The recovery of funds spent, if any;

d. The return of funds advanced but not expended;

e. Any additional requirements of the State Auditor's Office; and

f. Specific details of fund activity shall be exempt from disclosure to the extent permitted pursuant to Chapter 42.17 RCW.

B. The law enforcement confidential fund shall be established as of the effective date of the ordinance codified in this section with an operating total balance of $500.00 cash to be made available to the chief law enforcement officer. This fund shall be an imprest cash or revolving fund in an amount not to exceed $1,500. The mayor shall have the authority to approve the transfer of any monies to the fund above the $500.00 operating balance upon finding that any additional amount up to a total $1,500 is necessary for effective law enforcement in a particular case as presented by the chief law enforcement officer. (Ord. 1199 §§ 1, 2, 1992).

**3.24.165 Milton reserve police officers fund.**

A. There is hereby established a fund of the city designated "Milton reserve police officers fund" for the sole purpose of accounting for all financial resources and expenses that are related to the donations received for the Milton reserve police officers.

B. All such payments may only be expended to fund the Milton reserve police officer's program, and must follow all guidelines of the BARS accounting practices, State Auditor's Office, and the city's purchasing policies and procedures. (Ord. 1735 § 1, 2008).

**3.24.170 Storm and surface water utility fund.[1]**

There is created and established a special fund to be known as the storm and surface water utility fund. This fund shall be used for the accumulation of and accounting for all funds obtained pursuant to Chapter 13.26 MMC as presently enacted or hereinafter amended and all funds made available to the storm and surface water utility from other sources, including from revenue bonds or general obligation bonds or both. Further, said funds shall be used exclusively for the storm and surface water utility including for such purposes as maintenance, operation, repair, capital improvements and planning. (Ord. 1211 § 1, 1993).

**3.24.180 Capital projects/capital improvements fund.**

A. There is created the capital projects/ capital improvements fund for deposits and expenditures of revenues derived from the real estate excise taxes collected under MMC 3.16.010 pursuant to the enabling provisions of Chapter 82.45 RCW and RCW 82.46.010 and pursuant to Ordinance No. 1260[2], imposing additional real estate excise taxes, pursuant to the enabling provisions of RCW 82.46.035.

B. Upon receipt, the revenues deposited into the fund established at subsection A, above, shall be prorated for deposit into two separate accounts as follows:

1. The “capital improvements account” shall be maintained for deposits and expenditures of funds deriving from real estate excise taxes imposed pursuant to MMC 3.16.010, 3.16.020, and Chapter 82.45 RCW and RCW 82.46.010.

2. The “capital projects account” shall be maintained for deposits and expenditures of funds deriving from the additional real estate excise taxes imposed pursuant to Ordinance No. 1260 and RCW 82.46.035. (Ord. 1262 § 1, 1995).

~~**3.24.190 Wetlands and streams mitigation fund.**[3]~~
~~There is created and established a special fund to be known as the “wetlands and streams mitigation fund.” This fund shall be used for the accumulation and accounting for all funds obtained pursuant to Chapter 18.14 MMC as presently enacted or hereafter amended. Said funds shall be used exclusively for the purposes of Chapter 18.14 MMC including but not limited to MMC 18.14.120(C)(1)(e). Said funds shall not include moneys received for any fees required incident to the permitting or plan review process conducted pursuant to the provisions of Chapter 18.14 MMC. (Ord. 1272 § 1, 1995).~~

**3.24.200 Storm drainage capital improvement fund.**
There is created and established a fund to be known as the “storm drainage capital improvement fund.” Two dollars and fifty cents of the monthly charge for each storm drain utility equivalent service unit shall be placed in the storm drainage capital improvement fund for the sole purpose of funding all costs of storm drainage capital improvements, including planning, design, right-of-way and easement acquisition, construction, construction inspection and construction management. (Ord. 1656 § 1, 2005).

**3.24.210 Community events fund.**
A. There is created and established a fund of the city designated as “community events fund” for the sole purpose of accounting for all financial resources and expenses that are related to all community events.

B. All moneys received by the city shall be properly accredited and expended in accordance with the rules and regulations of the state of Washington and the city’s purchasing policies and procedures. (Ord. 1811 § 1, 2013).

**3.24.220 Internal information technology service fund.**
There is hereby created a new fund, entitled “internal information technology service fund,” for the purpose of accounting for the appropriation, receipt and distribution of income and expense related to the city’s information technology program.

Monies from this fund shall be utilized specifically for programs related to the city’s information technology program. (Ord. 1863 § 1 (Exh. A), 2015).

**3.24.230 Electric utility capital improvement fund.**
There is created and established a fund to be known as the electric utility capital improvement fund. Seven percent of the monthly charge for electric service shall be placed in the electric utility capital improvement fund for the sole purpose of funding all costs of capital improvements, including planning, design, acquisition, construction, construction inspection, and construction management. (Ord. 1878 § 1, 2015).

**3.24.250 General fund capital improvement reserve fund.**
There is created and established a fund to be known as the general fund capital improvement reserve fund. Fifty percent of the excess from the strategic reserve fund shall be placed in the general fund capital improvement reserve fund for the sole purpose of funding all costs of capital improvements, including planning, design, acquisition, construction, construction inspection, and construction management. All allocations from this fund must be approved by a vote of the city council and provide for restoration of the fund. (Ord. 1873 § 1, 2015).

**3.24.260 General fund asset replacement fund.**
There is created and established a fund to be known as the general fund asset replacement fund. Fifty percent of the excess from the strategic reserve fund shall be placed in the general fund asset replacement fund for the sole purpose of funding all necessary replacement and/or acquisition of assets (equipment) for the general fund, including streets, parks, police, facilities, development, technology and rolling stock. All allocations from this fund must be approved by a vote of the city council and provide for restoration of the fund in a manner consistent with the guiding principles in the BARS Manual as dictated by the State Auditor's Office. (Ord. 1872 § 1, 2015).

**3.24.270 Water utility capital improvement fund.**
There is created and established a fund to be known as the water utility capital improvement fund. Seven percent of the monthly charge for water service shall be placed in the water utility capital improvement fund for the sole purpose of funding all costs of capital improvements, including planning, design, acquisition, construction, construction inspection, and construction management. (Ord. 1876 § 1, 2015).

**3.24.275 Electric utility asset replacement fund.[4]**
There is created and established a fund to be known as the electric utility asset replacement fund. Three percent of the monthly charges for electric service shall be placed in the electric utility asset replacement fund for the sole purpose of funding all necessary replacement and/or acquisition of assets for the electric utility, technology and rolling stock. All allocations from this fund must be approved by a vote of the city council. (Ord. 1877 § 1, 2015).

**3.24.280 Water utility asset replacement fund.**
There is created and established a fund to be known as the water utility asset replacement fund. Three percent of the monthly charges for water service shall be placed in the water utility asset replacement fund for the sole purpose of funding all necessary replacement and/or acquisition of assets for the water utility, technology and rolling stock. All allocations from this fund must be approved by a vote of the city council. (Ord. 1875 § 1, 2015).

**3.24.290 Stormwater utility asset replacement fund.**
There is created and established a fund to be known as the stormwater utility asset replacement fund. Three percent of the monthly charges for stormwater service shall be placed in the stormwater utility asset replacement fund for the sole purpose of funding all necessary replacement and/or acquisition of assets for the stormwater utility, technology and rolling stock. All allocations from this fund must be approved by a vote of the city council. (Ord. 1874 § 1, 2015).

**3.24.300 Strategic reserve fund.**
There is hereby created a fund, entitled "strategic reserve fund," for the purpose of providing moneys with which to meet any municipal expense, the necessity or extent of which could not have been foreseen or reasonably evaluated at the time of adopting the annual budget, or from which to provide moneys for those emergencies described in RCW 35A.33.080 and 35A.33.090.

The total amount accumulated in this fund shall not exceed the amount permitted under RCW 35A.33.145, as now existing or hereafter amended. Annually the balance shall be evaluated to verify the maximum allowed is provided for as available. This fund may be supported by budget appropriation from any revenue source not restricted by law.

No money shall be withdrawn from the fund except by transfer to the appropriate operating fund authorized by a resolution or ordinance of the council, adopted by a vote of the majority of the entire council. Any request for transfer shall clearly state the facts constituting the reason for the withdrawal or the emergency as the case may be and specify the fund to which the withdrawn money shall be transferred. (Ord. 1882 § 1 (Exh. A), 2015).

[1] Code reviser's note: To avoid duplicating section numbers, this section has been renumbered.

[2] Codified at MMC 3.16.015.

[3] Code reviser's note: To avoid duplicating section numbers, this section has been renumbered.

[4] Code reviser's note: Ord. 1877 adds this section as 3.24.270. It has been editorially renumbered to avoid duplication of numbering.

**Section 4. Amended.** Chapter 3.52 of the Milton Municipal Code is hereby amended as follows:

## Chapter 3.52

## CONTRACT APPROVALS

Sections:
3.52.010 Contract approval authorization.

**3.52.010 Contract approval authorization.**

The following procedure is hereby established for the approval of certain contracts and granting the city administrator or mayor authority with respect to such contracts:

A. The city council authorizes the mayor or the mayor's designee to enter into and execute on behalf of the city the following contracts without individual approval of each contract by the city council, provided the contract is consistent with the approved annual budget for the city and the city's liability under the contract does not exceed available fund balances:

1. All c~~C~~ontracts ~~for purchase of goods, supplies, materials or equipment~~ involving a cost or fee (including sales tax) ~~of less than~~that does not exceed $~~7,500~~25,000, refer to the city's Purchasing Policy.

~~2. Professional service contracts, including contracts for architectural, engineering, legal and consulting services, involving a cost or fee (excluding sales tax) of less than $25,000 per year.~~

~~3. Maintenance contracts involving a cost or fee (excluding sales tax) of less than $25,000 per year.~~

~~4~~2. Public works projects involving a cost or fee of less than $65,000 involving multiple trades, and $40,000 involving a single trade.

~~5. Other routine agreements that are not otherwise addressed in this chapter where no expenditure is involved, or the cost, expenditure or fee (excluding sales tax) does not exceed $25,000.~~

~~6. Lease agreements for materials, supplies and equipment where the expenditure or fee does not exceed $25,000 per year for leases without an option to purchase.~~

~~7~~3. Sale of unneeded surplus personal property with an estimated cumulative value of $20,000 or less which the council has declared surplus by resolution after holding any required hearing, such sale or disposition to be made by the city administrator or mayor in accordance with informal procedures and in the best interest of the city.

~~8~~4. Contracts that are not otherwise identified in this chapter that carry out or implement a provision of the Milton Municipal Code or established city policy (e.g., maintenance or performance bonds for plat improvements).

~~9~~5. Emergency contracts. “Emergency” means a set of unforeseen circumstances that either:

a. Present a real, immediate threat to the proper performance of essential functions; or

b. Will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

~~10~~6. Employment and personnel matters. Unless otherwise provided by statute or ordinance (e.g., salaries and compensation are subject to city ordinance).

B. The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments; provided, however, amendments that do not exceed in total 10 percent of the contract amount may be entered into without prior city council approval.

C. The city administrator or mayor may present any contract to the city council for prior approval, even if the contract is allowed to be approved without prior city council approval.

D. All interlocal agreements, other than service agreements with a cost of service that does not exceed $25,000 per year, shall be presented to the city council for prior approval.

E. The city administrator or mayor shall promptly, within 10 days, provide to the city council a copy (or summary) of any contract (or amendment) that has not received prior approval by the city council.

F. Amendments and Change Orders.

1. Amendments or change orders to contracts requiring city council approval under this chapter may be administratively approved by the city administrator or mayor if the changes are:

a. Within the scope of the project;

b. Consistent with an initial bid process, if any;

c. Executed in writing; and

d. An increase of the contract award amount (CAA) as follows:

| **Contract Award Amount** | **Percentage Increase in CAA (the greater of)** | **Limits** |
|---|---|---|
| Less than $100,000 | 30% or minimum | Min. $0<br>Max. $30,000 |
| $100,000 to $500,000 | 20% or minimum | Min. $30,000<br>Max. $100,000 |
| Greater than $500,000 | 10% or minimum | Min. $100,000<br>Max. $200,000 |

2. The value of all change orders will be aggregated. When any single change order, or combined change orders on the same project or single purchase, exceeds the value limit, the change must be approved by the city council, except in the following instances:

a. On service contracts used to accomplish an ongoing city program as opposed to completing a short-term project or purchase, change order rules, including the aggregate rule, shall be applied on an annual basis.

b. Where the size of the contract and the exhausting of change order authority make further change order authorization impractical, the city council may, upon recommendation of the mayor, extend the aggregate limits of subsection A of this section for specific contracts.

3. A work change directive may be used to:

a. Authorize and direct work that will result in an increase in contract price within the administrative authority of the city administrator or mayor as provided in subsection A of this section for specific contracts. Work change directives that affect the contract price shall be incorporated into a change order.

b. Authorize and direct work that will result in an increase in contract price in excess of the administrative authority of the city administrator or mayor as provided in subsection A of this section where unforeseen conditions necessitate an immediate change to avoid a contractor's claim against the city for delays. The work change directive shall be incorporated into a change order and presented to the city council as soon thereafter as practicable.

c. Authorize and direct emergency work that may result in an increase in contract price in excess of the administrative authority of the city administrator or mayor as provided in subsection A of this section where public health, safety and welfare are endangered. The work change directive shall be incorporated into a change order and presented to the city council as soon thereafter as practicable.

d. The city council will be notified of work change directives issued in excess of the administrative authority of the city administrator or mayor as soon as practicable.

G. "Contract" means any agreement creating a legal relationship between the city and another person or entity, or any amendment thereto. (Ord. 1881 § 4, 2015; Ord. 1722 § 1, 2008).

**Section 5. Ratification and Confirmation.** Any previous actions by the City that fall within the scope of the subject matter of this ordinance are hereby ratified and confirmed.

**Section 6. Severability.** If any section, sentence, clause, or phrase of this ordinance or should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 7. Effective Date.** A summary of this ordinance consisting of its title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Passed by the City Council on the 1st day of February, 2016.

_____
Mayor Debra Perry

ATTEST/AUTHENTICATED:

_____
Katie Bolam, City Clerk

APPROVED AS TO FORM:

_____
Kristin Eick, City Attorney

Published:

Effective Date:

# ADMINISTRATIVE POLICIES AND PROCEDURES

## CHAPTER 1 – TRAVEL POLICIES

1. Purpose. To establish a policy and procedure related to employee expenses incurred while conducting official business, use of credit cards for travel purposes, obtaining travel authorization, and reimbursing employees for expenses incurred in conduct of business of the city, and to implement the following.

2. Procedure.

    1. Authorization to Travel. Travel by city officials and employees, city council, and members of boards and commissions shall be specifically provided for in an approved budget and as provided below:

        a) Specific trip authorization shall be approved as provided by subsection ~~(B)~~(5) of this section.

        b) Board and Commission Members. Workshops, seminars and conferences are normally included in budget requests.

        c) Out-of-state travel may be approved provided such travel request is submitted to the city administrator or mayor in writing with justification for such travel.

    2. Eligible Expenditures. Generally, eligible expenditures include travel and living costs incurred by the employee while away from the city and expenses incurred within the city necessitated by city business. In the Milton area, necessary expenses will be reimbursed only for an employee representing the city in his/her official capacity and in the discharge of his/her duties. Such in-city expenses should first be authorized as provided for in subsection (B)(5) of this section. Eligibility for purchase/credit card charges and expense reimbursement will be based on the following conditions:

        a) Registration. Actual cost of registration of any employee at a meeting, conference, or convention for which he/she has received approval. Registration should be prepaid by use of department purchase/credit card. If it is not possible to prepay registration fees, receipts must be submitted for reimbursement, or accompany the purchase/credit card billing statement. Employees shall attend all conferences, meetings, and training sessions that

are paid for at city expense. A copy of the agenda must be submitted with registration expense.

b) Transportation. Actual costs for bus travel, train travel, taxi, car rentals, parking fees, and air travel are eligible, provided all air travel shall be by government rates, Internet rates or economy class, whichever is the most cost-effective rate for travel.

   i) Employees using a personal vehicle to travel on city business will be reimbursed at the rate established by the Internal Revenue Service. Payment shall not exceed economy class airfare (government rate or Internet rate) and local transportation costs to and from the same destination for employees traveling to out-of-town destinations on city business using a personal vehicle. Employees shall provide reasonable documentation of destination mileage and general purpose of business on reimbursement travel expense vouchers; however, frequent local use of a personal vehicle by an employee for city business may be accumulated and reported on a monthly basis as one reimbursable expense.

   ii) While using a city-owned vehicle on city business, the employee shall secure a city purchase/credit card from the department director through authorization from the finance department and use it for purchases of gasoline, oil, emergency repairs, or other related expense.

c) Lodging. Actual cost of hotel or motel accommodations is an eligible expense. If a family member or guest accompanies the employee, the employee shall pay for the amount over that of a single accommodation. The single accommodation rate must be noted on the hotel/motel statement. The employee shall always secure the most cost-effective government rate or Internet rate available.

d) Meals.

   i) An individual shall be deemed on travel status where the travel includes reimbursable lodging. Any meals charged to a city credit card will require a detailed receipt identifying employee names and purpose for meal.

   ii) Any employee traveling on city business shall receive an allowance ~~of up to $45.00 per day, including tax and tip (up to 15 percent gratuity), for meals if all meals are paid by the employee. If less than three meals a day are to be paid by the employee, then the following schedule shall be used: breakfast – $11.00; lunch – $13.00; and dinner – $21.00~~in accordance with the state schedule or employment or labor contract. Detailed receipts are required identifying charges, employee names, and purpose for meal. ~~The finance department shall evaluate each year this daily meal allowance schedule and may make appropriate adjustments to the meal allowance subject to the city administrator's or mayor's approval, if deemed appropriate and necessary to stay current on meal costs.~~

iii) The department director ~~shall determine~~authorizes what meals shall be allowed based upon the times and dates of travel. Where conference registration or training tuition fees include one or more meals, the city shall reimburse only those meals not covered by such fees. ~~Where a conference offers meals in conjunction with the conference program, but does not include those meals in the registration fee, the city shall pay for those meals selected by the employee. If the employee elects not to participate in one or more meals offered by the conference, the regular per diem guidelines shall be used for those meals.~~ Detailed ~~R~~receipts for meals must be submitted for the city to reimburse an employee~~, except in such cases where the employee cannot obtain a receipt or has lost a receipt and documents such on the employee's travel expense claim form~~.

iv) Excess meal expense shall only be considered because of location or other unusual circumstances. The ~~department director and~~ Finance ~~d~~Director ~~of finance or city administrator~~or Mayor must approve all excess meal expenses. When excess meal allowance is claimed, all meals shall be paid by receipt amount only. No standard meal allowance shall be accepted.

v) Expenses for meals where city business is conducted and that could reasonably occur during nonmeal periods are not eligible for reimbursement. Meals for city council, mayor, city administrator, and city staff conducting formal city business during meal times are specifically authorized.

vi) ~~Nontravel status travel expense (travel not involving lodging) need not be preapproved prior to such expense being incurred unless a department director who would normally approve such expenditures after the fact has set an internal procedure that requires such preapproval. Where preapproval has not been required and the person proposing to incur the expense has any question about the legitimacy of the expense, preapproval should be obtained. Individuals who incur nontravel status travel expense without preapproval incur such expense at their own risk (i.e., if reimbursement or authorization of the charge on a city credit card has not been approved, the expense will be the individual's personal obligation). Travel expense incurred while on travel status requires preapproval as set forth in subsection (B)(5) of this section. The act of obtaining a city purchase/credit card does not indicate preapproval of expenses.~~All travel expenses, including local events, must receive appropriate pre-approval. Pre-approval may take the form of an email attached to the registration with submittal of the invoice; a signature on the invoice; or inclusion in the city budget. Individuals who incur such expenses without preapproval do so at the risk of denial of reimbursement or payback obligation. The act of obtaining a city credit card or utilizing an open city store account does not indicate preapproval of expenses.

~~vi)~~vii) Eligible meal expenses, when not on travel status, require submission of the detailed restaurant receipt (not the receipt which can be filled out by the individual) and shall be reimbursed or charged on a city purchase/credit card, approved at actual cost.

~~vii)~~viii) Except for lodging where individuals share the same room or transportation conveyance (cab, rental car, etc.), each individual seeking reimbursement must incur his/her own expenses and seek individual reimbursement. The only exceptions are group meals arranged for working sessions or banquets arranged by a department.

e) Laundry and Valet Service. Actual costs of laundry and/or valet service are allowable expenses when employees are required to be away from the city for more than six days at one time or the conditions under which they are required to work while away from the city create a more than normal need for such services.

f) Telephone. Charges for telephone are eligible for reimbursement if city business requires such communication. Employees staying outside of the city of Milton on business are allowed one personal call to the employee's home at city expense. Such calls shall not exceed $10.00 per day. Any personal calls in excess of $10.00 are to be paid by the employee.

3. Ineligible Expenses. None of the following expenses shall be paid by the city:

a) Travel paid for by any other organization;

b) Alcoholic beverages;

c) Valet services (except as noted above);

d) Meals or lodging accommodations for family or guest;

e) Any meal expenses when already provided within the cost of registration for a conference, training, or other such event.

~~e)~~f) Tour bus fees for sightseeing tours;

~~f)~~g) Mileage if traveling as a passenger in a privately owned car;

~~g)~~h) Trip insurance;

~~h)~~i) Hosting; or

~~i)~~j) Any other personal expenditures for entertainment or other purposes.

4. Documentation of Expenses.

a) Every separate submittal of travel-related expenses must be accompanied by a copy of the approved registration.

~~a)~~b) All actual expenses shall be submitted to the finance department (for reimbursement) on the travel expense claim form. In the case of lodging expenses, a detailed statement of charges must be submitted. Each employee is expected to submit his/her own travel expense voucher reflecting reimbursable expenses actually incurred.

~~b)~~c) If lodging accommodations are shared between two or more employees, the employee paying the bill may submit the lodging portion of the billing for all such employees.

~~c)~~d) Claim of any questionable charge that could reasonably raise a question should be accompanied by an explanation of such charge.

5. Approvals. Travel and expense reimbursement or purchase/credit card payment authorization under this policy must be signed, approved, and filed in the finance department on a travel expense claim form. Normally, purchase/credit card charge receipts are to be submitted no later than 20 days after the return from travel. In no event shall items charged to a credit card be submitted to the finance department more than 30 days from the date of credit billing as required by RCW 42.24.115(2). The city council, through the submittal of travel/training approval forms, shall generally approve travel for city employees during the annual budget process.

Other in-state, non-budgeted travel, reimbursement for expenditures and purchase/credit card charges shall be made pursuant to the normal travel expense claim form duly verified by the claimant and submitted for final approval ~~as noted below:~~by the Department Director, Finance Director and Mayor.

~~a) If the city council, approval will be made by the mayor pro tem of the city council.~~

~~b) If the mayor, by the city council.~~

~~c) If the department director, approval by the city administrator or mayor or city council through the budget process.~~

~~d) If other employees, by the employee's direct supervisor and/or department director.~~

~~5.~~6. Travel Arrangements. When employees are making travel and accommodation arrangements, it shall be the responsibility of the employee to obtain government discount rates or Internet rates. Employees are expected to make travel and lodging reservations in advance whenever possible and to take other actions to ensure that travel and lodging is secured at the most reasonable rate possible.

~~6.~~7. Procedure.

a) Request for reimbursement of allowable travel expenses shall be prepared by the employee claiming reimbursement on the travel expense claim form with all of the required receipts. Form must be signed by supervisor/director and Mayor. Reimbursement will not be made if the required receipts are not attached. The travel expense claim form will then be processed through the next accounts payable run.

b) The department of finance may authorize the use of a city purchase/credit card to employees for the sole purpose of payment of expenses for authorized travel and in accordance with RCW 42.24.115.

    i) The city council, mayor, city administrator, and department directors may hold a city purchase/credit card issued by the finance department for the sole purpose of covering expenses incident to conducting city official business pursuant to the city's purchase/credit card policy.

c) The purchase/credit card form must be completed and presented to the finance department to obtain the purchase/ credit card.

d) If a purchase/credit card was obtained from the finance department or department director on an interim basis, it must be surrendered by the employee to the finance department or department director within two business days after returning from the authorized travel.

e) Purchase/credit card reconciliation of the expenses shall require the completion of a travel expense claim form. Each expense shall be itemized separately with the corresponding purchase/credit card receipt attached.

f) Disallowed charges or charges not properly identified will be paid by the employee before the charge card billing is due. Failure to do so will render the employee personally liable for the unpaid amount plus interest at the rate charged by the bank that issued the credit/purchase card.

    i) If, for any reason, disallowed charges are not repaid before the purchase/credit card billing is due and payable, the city shall have a lien against and a right to withhold any and all funds payable or to become payable to the employee in the amount of the disallowed charges, plus interest.

g) The city administrator or mayor and director of finance are authorized to implement any administrative procedures necessary to implement the provisions of this section.

h) Employees shall be restricted from use of their own personal credit cards for travel, meals, lodging and other related expenses, except in such cases when the employee has not been issued or does not have access to a city purchase/credit card.

## CHAPTER 2 – PURCHASING POLICY

A. Purpose. This policy provides the guidelines for the expenditures of the City.

B. Guidelines on Purchases. All expenses of the City must be consistent with Washington State laws. The use of City funds for inappropriate or illegal purposes or in support of such activities is forbidden and punishable by law.

1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:

   a. Purchases ~~and obligations for service~~ up to the amount of $~~1,500~~5,000 may be approved by the signature of the Department Director. It is recommended that the department obtain three bids or quotes prior to obligating city funds.

   b. Purchases ~~and obligations for service~~ valued between $~~1,500~~5,000 and $7,500 may be authorized by the Department Director and the Mayor together. It is recommended that the department obtain three bids or quotes prior to obligating city funds.~~Three bids or quotes are required prior to obligating city funds.~~

   c. Purchases ~~and obligations for service~~ valued between $7,500 and $15,000 must be authorized by the Department Director~~,~~ and the Mayor. ~~and the City Council.~~ Three written bids or quotes must be obtained prior to obligating city funds.

   d. Purchases ~~and obligations for service~~ valued ~~over~~ between $15,000 and $25,000 must be authorized by the Department Director~~,~~ and the Mayor~~, and the City Council~~. The bid process prescribed by RCW and MMC must be adhered to prior to obligating city funds.

   e. Purchases valued over $25,000 must be authorized by the Department Director, the Mayor, and City Council. The bid process prescribed by RCW and MMC must be adhered to prior to obligating city funds.

2. Purchases for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.

3. Purchases by Employees:

   a. Purchases must have prior approval of the Department Director or Public Works Superintendent. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

C. Guidelines on Obligations for Services

1. Established limits of authority for directors, Mayor, and City Council for amounts included in the current year budget:

    a. Obligations for Services up to the amount of $5,000 may be approved by the signature of the Department Director.

    b. Obligations for Services valued between $5,000 and $77,5500 mayay be authorized by the Department Director and the Mayor together.

    c. Obligations for Services valued between $7,500 and $125,000 must be authorized by the Department Director and the Mayor.

    d.

    Obligations for Services valued over $25,000 must be authorized by the Department Director, the Mayor, and City Council. Obligations for Services valued between $15,000 and $25,000 must be authorized by the Department Director and the Mayor. Obligations for Services valued over $25,000 must be authorized by the Department Director, the Mayor, and City Council.

2. Obligations for Services for any amount not budgeted require pre-approval from the Department Director and the Mayor, and City Council authorization for a Budget Amendment.

3. Obligations for Services by Employees:

    a. Obligations for Services must have prior approval of the Department Director or Public Works Superintendent. Approval can be in the form of an email attached to the invoice, or a signature on the invoice.

## CHAPTER 3 – CITY CREDIT/PURCHASE CARD SYSTEM

A. Credit/purchase card use. The director of finance shall implement and maintain the following system for the distribution, authorization and control of credit/purchase cards issued to or for the benefit of the city and used by city officials and employees.

B. Distribution. Credit cards may be distributed to those city officials and employees who, in the opinion of the director of financeMayor or his/her designee, have job

responsibilities that would benefit or otherwise be facilitated by use of credit/purchase cards.

C. Authorization and control. The director of finance shall develop specific administrative guidelines and accounting controls to ensure the proper usage of credit/purchase cards and related funds. Credit/purchase cards are to be used when it is in the best interest of city administrative affairs.

D. Application. The individual holder, upon prior approval of the director of finance or his/her designee, shall use each credit/purchase card in a responsible manner.

E. Credit limits. The director of finance or his/her designee shall set credit/purchase limits on each card issued subject to final approval by the ~~city administrator or m~~Mayor or his/her designee. Individual purchases shall not exceed $5,000, and in no event shall the credit/purchase card limit exceed $10,000 for any individual credit/purchase card account without preapproval of the ~~director of finance and city administrator or mayor~~Mayor or his/her designee.

F. Credit card/purchase card restriction. The following will be considered an unauthorized purchase or use of any city credit/purchase card:

    1. Cash advances;

    2. Payment of ~~invoices or~~ statements;

    3. Purchases where an open charge account would be utilized; and

    4. Personal purchases of any kind.

G. Disallowed charges. Disallowed charges or charges not properly identified will be paid by the employee before the charge card/purchase billing is due. Failure to do so will render the employee personally liable where the city shall have a prior lien against and a right to withhold any and all funds payable or to become payable to the employee up to the unpaid amount, plus interest and/or fees at the rate charged by the bank that issued the cost. Employee shall not use the credit/purchase card if any disallowed charges are outstanding.

    1. The act of obtaining a city credit/purchase card does not indicate preapproval of expenditures.

H. Return of credit/purchase card. The employee shall return all city credit/ purchase cards at the request of the director of finance or designee, or upon separation of employment. Final paycheck will be held until all outstanding city property has been returned.

I. Administrative procedures. The city administrator or mayor and director of finance are authorized to implement administrative procedures necessary to implement the provisions of this chapter.

Agenda Item #: 6C

To: Mayor Perry and City Councilmembers

From: Finance Director Garrison and City Clerk Bolam

Date: February 1, 2016 RegularMeeting

Re: Approval – Update to the City's Administrative Ethics Policy

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**ATTACHMENTS: A. Ethics Policy**

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**TYPE OF ACTION:**

☐ Information Only ☐ Discussion [X] Action ☐ Expenditure Required:

**Recommendation/Action:** Council may choose to review this proposed policy and request it be returned for approval, or approve now with the following motion:

"I move to approve the attached updated Ethics policy."

**Fiscal Impact/Source of Funds:** None.

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**Issue:** The City's Administrative Policies have been in place as a whole since 1998. Current staff is updating sections in accordance with current best practices and compliance with WCIA where applicable.

| CODE OF ETHICS POLICY | |
|---|---|
| **EFFECTIVE DATE:** | February 1, 2016 |
| **SUPERCEDES:** | Chapter 7.11, City of Milton Policies and Procedure Manual, November 16, 1998 |

**SCOPE**

**This Ethics Policy applies to all employees, commissions, and boards of the City of Milton to the extent not already addressed by RCW 42.23.020(2), a current collective bargaining agreement, or an existing public safety policy.**

## 1. CORE ETHICS POLICY

**POLICY:** The City of Milton upholds, promotes, and demands the highest standards of ethics from its employees for personal integrity, truthfulness, honesty, responsibility and fairness in carrying out their public duties. Employees must avoid any improprieties in their roles as public servants and must never use their City position or powers for personal gain or in breach of the public trust.

**GUIDELINES:**

1. **What ethical conduct is expected under this policy?**
   Ethical conduct includes, but is not limited to:
   - Acting at all times in the best interests of the community we serve.
   - Demonstrating excellence, integrity and responsibility in our work.
   - Adhering to the laws of the United States, the state of Washington and the City of Milton.
   - Providing honest, accurate, timely and complete information.
   - Identifying problems and helping create solutions.
   - Following City and department policies, procedures and rules.
   - Reporting improper conduct.
   - Keeping our co-workers safe from retaliation of any kind.
   - Abstaining from decisions that could result in a direct benefit to the employee, a relative or co-habitant.

2. **What are the key expectations for employees to comply with this policy?**
   Employees of the City are expected to:
   - Read and understand all employment policies.
   - Follow appropriate ethical behaviors as specifically set forth in the employment policies.
   - Seek guidance in resolving ethical issues or concerns from their supervisor, Department Director, Human Resources or the City Attorney.

- Report to their supervisor, Department Director or Human Resources any conduct by other City employees which may violate this Ethics Policy, any other employment policies or the City's Code.

**3. What are a supervisor's additional responsibilities for complying with this policy?**

A supervisor's additional responsibilities for complying with this policy include:

- Monitoring and ensuring compliance with this Ethics Policy or other employment policies or the City Code.
- Setting an example of exemplary ethical conduct.
- Dealing effectively with ethics concerns that arise in their area.
- Prohibiting retribution or retaliation against any employee who reports or supplies information about, or assists an investigation into, an ethics concern.

## 2. OUTSIDE EMPLOYMENT

**POLICY:** Employees may engage in paid outside employment, consulting work or self-employment only if the work does not compete with or create a conflict of interest with an employee's duty to the City. To the extent that this policy conflicts with an existing policy of the police department, its collective bargaining agreement or past practice, that policy, agreement or practice will control.

**GUIDELINES:**

1. **When does outside employment "compete with" City employment?**
   Outside employment competes with an employee's duty to the City when the work requires an employee's conduct to be disruptive or damaging to the City and/or the City working environment.

   Examples of work that may be viewed as competing with City employment include those that:
   - May adversely affect job performance at the City, or an employee's ability to fulfill all job responsibilities at the City. Adverse effects may include but are not limited to poor job performance, fatigue or excessive absenteeism or tardiness.
   - Interfere with an employee's ability to work his/her normal schedule at the City, or prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, and when such availability is a regular part of the employee's job.
   - Interfere with responsibilities to the City as the primary employer.
   - Involve performing services for customers that are normally performed by City employees. Require working for a competitor, a City grant and/or contract created by the employee, or self-employment that is in competition with the City.
   - May require the use of City information, property, facilities and/or systems, such as phones, tools, equipment, etc.
   - Involve assisting others in transactions with the City in which the employee has participated, or which has been under their official responsibility.

2. **What is a "conflict of interest"?**
   Outside employment creates a conflict of interest with an employee's duty to the City when an employee engages in activities for personal gain that compromises the employee's ability to represent the City's best interests.

   Examples of activities that may create a conflict of interest include those that:
   - Require the use or disclosure of confidential City information.
   - Impair objectivity or independent judgment, or create an impression of conduct that violates the public trust.
   - Involve activities which may appear to conflict with the City's Core Ethics policy and/or other related employment policies.
   - Negatively impact the normal course of the employee's official duties.

3. **How does an employee obtain approval to engaging in outside employment?**
   The employee must provide his/her supervisor with a written request prior to beginning the employment. The notice should include the dates of employment; the potential employer or, if self-employment, the name of the business; the type of work to be performed; any potential problems the outside employment may cause with City employment; and any actual or perceived competition or conflicts of interest with City employment. The City shall have sole discretion to determine whether the request should be approved.

4. **How will the employee know his or her request has been approved?**
   The City will provide approval in writing. The City may also require a written agreement with the employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of approval.

Employees may not perform any outside employment during the hours they are on duty working for the City.

If an employee accepts outside employment, the City may request information about the employment at any time.

5. **Can an employee use City leave benefits for outside employment needs?**
   Use of sick, FMLA or Catastrophic leave concurrent with outside employment must be approved by the City.

6. **Can a regular employee work for the City outside their regular job duties?**
   Yes. However, the employee must obtain approval from Human Resources prior to engaging in such work.

## 3. CONFLICTS OF INTEREST

**POLICY:** Employees are expected to represent the City in a positive and ethical manner. Employees have an obligation to avoid conflicts of interest or any activity which would give the appearance of a conflict of interest.

**GUIDELINES:**

1. **What is a "conflict of interest"?**
   It is impossible to describe all of the situations that may cause or give the appearance of a conflict of interest. The following list is not intended to be exhaustive, but includes some of the clearer examples:
   - Employees may not accept any employment relationship which competes with or creates a conflict of interest with a duty to the City.
   - Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom an employee regularly transacts City business, who has or seeks a contract with the City, or who desires other official action from the City.
   - Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the City may have with that customer, potential customer, or financial institution.
   - Misusing confidential City information or disclosing such information to any individual who does not have a need to know the information.
   - Using the City's name, account or credit to purchase merchandise for personal use. Using City assets or labor for personal use.

2. **What should an employee do if he or she learns of a situation that is a conflict of interest or may appear to be a conflict of interest?**
   Any conflict or potential conflict of interest must be disclosed to an employee's immediate supervisor, the Department Director or Human Resources as soon as possible.

3. **What if an employee is offered or receives a gift**
   Any and all gifts received by a City employee at any time during the year should be given to the employee's immediate supervisor or the Department Director with an explanation of the circumstances surrounding receipt of the gift. If possible, the supervisor or Department Director will return the gift to the sender with a written expression of thanks and an explanation of the City policy concerning gifts. A copy of the letter will be sent to the City Manager.

   If returning or refusing a gift would be impractical (such as food, flowers or plants), the supervisor will take the item to a recognized relief/assistance organization or make the item available for the enjoyment of all employees or members of the public in the employee's work area. The supervisor will also send a thank you card to the person or company that provided the gift explaining what was done with the gift.

4. **Are there any situations when an employee may accept a gift?**
   Yes, under limited circumstances. Items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference, are acceptable. Employees should make every effort to use such items in the workplace instead of taking them home. In addition, meals may be purchased or provided for City employees at business meetings as long as there is a justifiable work-related purpose for the meeting.

## 4. NEPOTISM

**POLICY:** To avoid the reality or appearance of improper influence or favoritism, two employees who are dating or are in the same immediate family may be employed by the City *unless* such employment would create a real or potential conflict of interest.

**GUIDELINES:**

1. **What relationships are included in this policy?**
   For the purposes of this policy, relationships under this policy may include employees dating each other, the employee's spouse, domestic partner, child, domestic partner's children, mother, father, brother, sister, step family, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, and grandparents and grandchildren of the spouse or member of the employee's household, other than roommates.

   Each employee must inform his/her immediate supervisor or Department Director immediately if they enter into a relationship which may create a conflict of interest under this policy.

2. **What is a "conflict of interest"?**
   A conflict of interest exists where the City has a compelling and essential need to avoid a business-related conflict of interest or the reality of appearance of improper influence or favor. A conflict of interest always exists under the following circumstances:
   - Where one of the individuals would have authority (or practical power) to supervise, appoint, remove or discipline the other.
   - Where one of the individuals would be responsible for leading, auditing, overseeing, or guiding the work of the other.

   A conflict of interest may also exist in other situations such as where both employees would report to the same immediate supervisor.

3. **What if a reassignment, transfer or promotion would create a conflict of interest?**
   The City will actively seek solutions to prevent a conflict and still allow the reassignment, transfer or promotion.

4. **What will happen if two City employees establish a relationship (as defined in this policy)?**
   If a conflict or potential conflict exists due to the new relationship, the City will attempt to find a suitable accommodation to eliminate the conflict. If accommodations are not feasible, the employees will be given 30 calendar days to determine which of them will resign. If no decision is made during this time, the City reserves the right to make the decision.

## 5. POLITICAL ACTIVITIES

**POLICY:** Employees shall not use or authorize the use of City facilities, property or assets for working on campaigns for the election of any person to any office or for the promotion of, or opposition to, any ballot proposition, except as authorized by the provisions of RCW 42.17.130.

**GUIDELINES:**

1. **What types of activities are prohibited under this policy?**
   City employees are prohibited from using their official position to unlawfully influence, interfere with, or affect the results of an election. Therefore, no employee or group of employees, while representing themselves as City employees, shall campaign for or against any political candidate or ballot measure, or endorse or oppose a political advertisement, broadcast, statement or campaign literature except as allowed by state and federal law. Nothing in this section prohibits a City employee from personally supporting or opposing any candidate for public office during off-duty hours.

2. **Can an employee display or distribute campaign paraphernalia at work?**
   No. Employees shall not display or distribute partisan literature, political buttons, stickers, banners, etc., during work hours or on City property or in City vehicles.

3. **May an employee testify as a private citizen at public hearings or meetings regarding issues affecting the City?**
   Yes. If the employee's testimony is given during non-work hours and the employee discloses that he or she is testifying as a private citizen and not a City employee.

## 6. SOLICITATION FOR CHARITIES AND NON-PROFIT FUND-RAISERS

**POLICY:** Most forms of solicitation on City property or during work time are prohibited. The City may, in its sole discretion, make exceptions to this policy when it is determined to be in the best interest of the City (e.g., United Way fund drive).

**GUIDELINES:**

1. **What is "solicitation"?**
   "Solicitation" is the requesting of an employee's time or resources for any cause, whether by an individual or group, and regardless of whether for financial or non-financial reasons. Solicitation may involve individuals or groups engaging in direct sales, recruitment, placing of signs and posters, and other activities resulting in the anticipated benefit of the individual or group.

2. **What types of solicitation may be allowed under this policy?**
   Employees may solicit contributions to charitable or non-profit community, youth or educational fundraisers so long as it does not cause undue disruption of the work environment. The use of City facilities or equipment to solicit contributions (e.g., via bulletin board postings) requires prior authorization from the employee's Department Director.

## 7. WHISTLEBLOWER PROTECTION

**POLICY:** Public employees have an obligation to assure that government in general, and their departments in particular, perform ethically, as well as efficiently and effectively. City employees are prohibited from engaging in improper governmental action and are encouraged to report suspicious, unethical or illegal conduct or any other suspected improper governmental action taken by other employees, supervisors or officers. Employees who make good faith reports of improper governmental action will be protected from intimidation or retaliation for making a report.

**GUIDELINES:**

1. **Why does the City have a whistleblower program?**
   The whistleblower program holds City employees accountable for their actions. The policy also protects employees who make good faith reports of improper governmental action. And, most importantly, the program stops inappropriate and illegal governmental actions.

2. **What is "improper governmental action"?**
   Improper governmental action is any action taken by a City employee, supervisor, Department Director or officer that is:
   - A violation of any federal, state or local law or rule;
   - An abuse of authority;
   - A gross waste of public funds (including use of public funds for private gain); or
   - A substantial and specific danger to public health or safety.

   Improper governmental action does not include personnel actions or decisions, disciplinary actions, violations of collective bargaining or civil service laws, or violations of labor agreements.

3. **Who can report improper governmental action?**
   Any employee working for the City may report suspected improper governmental actions through this Whistleblower program. This includes regular and temporary employees as well as elected officials.

4. **Is there any information that does not fall under the Whistleblower Protection Policy?** Yes. This policy does not authorize disclosure where prohibited by law.

5. **How should an employee report suspected improper governmental action?**
   To report suspected improper governmental action, an employee should take the following steps:
   - Submit a written report of the action to any Department Director, the City Attorney, Risk Manager or Human Resources Director. The report should describe the suspected improper governmental action, the name of the employee(s) involved, and when the action occurred. In cases of an emergency (an immediate risk of injury or damage to property), the matter should be immediately brought to the attention of one of these individuals, and followed by a written report.
   - If an employee reports a suspected governmental action to the appropriate person and no action is taken, or the employee is not satisfied with the action taken, a report may then be made to the governmental agency responsible for investigating the improper action (see attached list of governmental agencies).

6. **Will the reporting employee's identity remain confidential?**
   Yes. The identity of a reporting employee shall be kept confidential to the extent possible under law, unless the employee authorizes the disclosure of his/her identity in writing.

7. **Can an employee be prohibited from filing a report of improper governmental action with another governmental agency?**
   No. Direct or indirect interference or attempts to interfere with filing a report is prohibited.

8. **What actions will the City take if an employee reports improper governmental action?**
   The City will conduct an investigation of the alleged suspicious, unethical or illegal conduct or other improper governmental action. If it is determined that improper governmental action did occur, the City will take appropriate action and immediately report known or suspected loss of public funds or assets, or other illegal activity to the state Auditor's office.

9. **What is "intimidation"?**
   Intimidation occurs when a City employee, Department Director, supervisor or officer uses his or her official authority or influence to threaten or coerce an employee for the purpose of interfering with that employee's right to report improper governmental action.

10. **What is "retaliation"?**
    Retaliation is inflicting injury on an employee by making adverse changes to employment status or to the terms and conditions of employment because the employee made a report of improper governmental action or was believed to have made a report of improper governmental action. Under this definition, retaliation can take many forms. Examples of retaliatory action include, but are not limited to, unwarranted disciplinary action, unsubstantiated poor performance evaluations, reduction in pay, denial of a promotion, unwarranted termination of employment, or harassment.

11. **What should an employee do if he or she is subjected to intimidation or retaliation?**
    Employees should provide a written report of any suspected intimidation or retaliation along with the relief requested to a supervisor, Department Director or Human Resources.

12. **If an employee complains about retaliation but is not satisfied with the City's response, is there an appeal process?**
    Yes. An employee is eligible to use the appeal process if the following conditions are met:
    - The complaint of retaliation was made within 30 days of the alleged retaliatory action;
    - The City did not respond within 30 days of the complaint or the employee received a response within 30 days but was not satisfied with the response.

13. **What is the appeal process?**
    If the conditions outlined in this policy are met, the employee may request a hearing before a state administrative law judge. The request for hearing must be delivered to Human Resources or the Mayor's office within 15 days of receiving the response from the City or within 15 days of the last day on which the City could respond to the complaint of retaliation.

14. **Do supervisors and Department Directors have any additional responsibilities under this policy?** Yes. As with any policy, supervisors and Department Directors are responsible for enforcement. Under this particular policy, supervisors and Department Directors are required to report any knowledge of improper governmental action to Human Resources including, but not limited to, a complaint received from an employee.

## 8. PENALTIES

**POLICY:** Any employee who violates or fails to comply with this Ethics Code shall be subject to the following penalties:

1. **Disciplinary action.**
   Any employee whose conduct, after an opportunity to be heard, is determined by _____ to be in violation of the Ethics Code may be subject to disciplinary action, including termination.

2. **Discharge**
   Any appointed official who violates or fails to comply with any provision of the Ethics Code may be discharged by appointing authority.

3. **Voiding of contract or transaction**
   Any contract or transaction which is the subject of an official act or action of the City in which there is a prohibited interest by the Ethics Code or which involves a violation of the Ethics Code shall be voidable at the option of the City Council.

**Agenda Item #: 6D**

**To:** Mayor Perry and City Council Members

**From:** Aaron C. Nix, Community Development and Public Works Director

Jamie Carter, Surface Water Compliance Inspector

**Date:** February 1, 2016

**Re:** Department of Ecology Grant – Capacity for 2015-2017

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**ATTACHMENTS:** **A. Department of Ecology Grant Agreement WQC-1517-Milton-00047,**

**B. City of Milton Stormwater Capacity Grant**

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**TYPE OF ACTION:**

☐ Information Only ☒ Discussion ☒ Action ☐ Public Hearing ☐ Expenditure

**Recommended Motion:** I move to allow the Mayor to enter into a grant agreement with the Department of Ecology in accepting $50,000 that was awarded to us by the Department, and utilize these resources in permit compliance.

**Fiscal Impact:** These Grant funds will be utilized to reimburse the City for expenses incurred to stay in compliance with State Regulations in connection with the Permit to discharge storm water to the receiving waters of the State. This effectively acts as a funding source for meeting State and Federal requirements in connection with Stormwater.

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**Issue:** As you are aware, the City of Milton maintains a permit to discharge stormwater to the receiving waters of the state that is administered and managed by the Department of Ecology (through the National Pollution Discharge Elimination System (NPDES) Phase II). A considerable amount of work is performed in order to stay compliant with our Municipal Stormwater Permit. In light of this, the Department of Ecology has offered Stormwater Capacity Grants to local jurisdictions, in order to help them meet these requirements. As in years past, this grant is set at a level of $50,000, to which Milton applied and was granted these monies again in 2016.

**Discussion**: This $50,000 grant is for the Biennium 2015-2017 with an effective date of July 1, 2015 and a closing date of March 31, 2017. This is a standard grant, but with the caveat that there are no expectations of matching funds in order to utilize these monies. The expectation is that the City's Stormwater Engineering Division will need to document time and expenditures for these resources, submitting quarterly reports and supporting documentation to the Department of Ecology. This process is similar to years past and Staff is confident that we can continue this process with these additional funds. Staff is currently evaluating its needs within the Stormwater Utility, but suggests that the Mayor/Council look towards continued implementation and upkeep of our National Pollution Discharge Elimination System Phase II permit. In accepting these funds, the Stormwater Utility and the Finance Department will make a budget amendment at the next quarterly update, reflecting the addition of these funds.

# **Agreement** WQSWCAP-1517-Milton-00047

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Milton

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY” and City of Milton, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

## GENERAL INFORMATION

| | |
|---|---|
| Project Title: | 2015-2017 Biennial Stormwater Capacity Grants |
| Total Cost: | $50,000.00 |
| Total Eligible Cost: | $50,000.00 |
| Ecology Share: | $50,000.00 |
| Recipient Share: | $0.00 |
| The Effective Date of this Agreement is: | 07/01/2015 |
| The Expiration Date of this Agreement is no later than | 03/31/2017 |
| Project Type: | Capacity Grant |

Project Short Description:
This project will assist Phase I and II Permittes in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

**RECIPIENT INFORMATION**

Organization Name: City of Milton

Federal Tax ID: 91-6001462
DUNS Number: 095719829

Mailing Address: 1000 Laurel St
Milton, Wa, 98354

Physical Address: 1000 Laurel St
Milton, Washington, 98354

## Contacts

| | |
|---|---|
| **Project Manager** | Aaron Nix<br>Community Development Director<br><br>1000 Laurel Street<br>Milton, Washington, 98354<br>Email: anix@cityofmilton.net<br>Phone: (253) 922-8738 |
| **Billing Contact** | Betty Garrison<br>Interim Finance Director<br><br>1000 Laurel ST<br>Milton, Washington, 98354<br>Email: bgarrison@cityofmilton.net<br>Phone: (253) 517-2704 |
| **Authorized Signatory** | Debra Perry<br>Mayor<br><br>1000 Laurel St<br>Milton, Washington, 98354<br>Email: dperry@cityofmilton.net<br>Phone: (253) 517-2705 |

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

### Contacts

| | |
|---|---|
| **Project Manager** | Kyle Graunke<br><br>P.O. Box 47600<br>Olympia, Washington, 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6452 |
| **Financial Manager** | Kyle Graunke<br><br>P.O. Box 47600<br>Olympia, Washington, 98504-7600<br>Email: kygr461@ecy.wa.gov<br>Phone: (360) 407-6452 |

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.
RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.
This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.
IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State**
**Department of Ecology**

Program Manager Date

Heather Bartlett

Water Quality

**City of Milton**

Debra Perry Date

Mayor

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

**Project Administration/Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 1.1 | Quarterly Progress Reports | |
| 1.2 | Recipient Closeout Report | |
| 1.3 | Project Outcome Summary Report | |

**SCOPE OF WORK**

Task Number: 2 **Task Cost:** $50,000.00

Task Title: Project Administration/Management

Task Description:
Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review and/or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARMENT approves prior to awarding funding for monitoring.
Monitoring, including:
   a) Development of applicable QAPPs.
   b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
9) Structural stormwater controls program activities (Phase I permit requirement)
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.
11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

a) Illicit discharge testing equipment and materials.
b) Vactor truck or sweeper truck or MS4 maintenance activities.
c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Project Administration/Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 2.1 | Documentation of tasks completed | |

## BUDGET

### Funding Distribution EG160411

Funding Title: Capacity Grant FY16
Funding Type: Grant
Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2015
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| Capacity Grant FY16 | Task Total |
|---|---|
| Permit Implementation | $ 25,000.00 |
| **Total:** | **$ 25,000.00** |

## BUDGET

### Funding Distribution EG160412

Funding Title: Capacity Grant FY17
Funding Type: Grant
Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2016
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| Capacity Grant FY17 | Task Total |
|---|---|
| Permit Implementation | $ 25,000.00 |
| **Total:** | **$ 25,000.00** |

**Funding Distribution Summary**

**Recipient / Ecology Share**

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---|---|---|---|---|
| Capacity Grant FY16 | 0.00 % | $ 0.00 | $ 25,000.00 | $ 25,000.00 |
| Capacity Grant FY17 | 0.00 % | $ 0.00 | $ 25,000.00 | $ 25,000.00 |
| **Total** | | **$ 0.00** | **$ 50,000.00** | **$ 50.000.00** |

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed.

"Project Schedule" means that schedule for the project specified in the agreement.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum $25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of $50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of $25,000.

If the RECIPENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than $25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

**GENERAL TERMS AND CONDITIONS**

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS
RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:
a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.

b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state

has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS
The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY
If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)
RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION
When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES
In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.
a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers

and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

**RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, APPROVING ACCEPTANCE OF GRANTS FUNDS OF FIFTY THOUSAND DOLLARS FROM THE DEPARTMENT OF ECOLOGY TO BE UTILIZED IN HELPING THE CITY OF MILTON MEET THE REQUIREMENTS ASSOCIATED WITH THE CITY'S NPDES PHASE II PERMIT.

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WHEREAS, the City is the recipient of grant funds, in the amount of fifty thousand dollars, in order to implement the conditions of the City of Milton's National Pollution Discharge Elimination System Phase II Permit, and,

WHEREAS, the Department of Ecology requires the City of Milton to enter into a grant agreement (Appendix A) in order to receive these funds, and,

WHEREAS, City Staff and the City Attorney have reviewed these documents and concur with the requirements contained therein, now, therefore,

THE CITY COUNCIL OF THE CITY OF MILTON, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby approves and asks the Mayor to enter into the agreement of accepting these funds, as granted by the Washington State Department of Ecology, for the amount of fifty thousand ($50,000) and utilize these funds in helping the Surface Water Utility in meeting the requirements associated with the City's NPDES Phase II surface water discharge permit.

Section 2.

RESOLVED this 1st day of February, 2016.

APPROVED:

_____

DEBRA PERRY, MAYOR

ATTEST/AUTHENTICATED:

_____
KATIE BOLAM, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. _____

Appendix A

Agenda Item #: 6E

**To:** Mayor Perry and City Council Members

**From:** Acting City Administrator Hernandez

**Date:** February 1, 2016 Study Session

**Re:** Attorney Services

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**ATTACHMENTS:** **A.** City Attorney Job Description

**TYPE OF ACTION:**

☐ Information Only ☐ Discussion ☒ Action ☐ Expenditure Required

**Recommended Action**: I move to approve the attached job description for City Attorney.

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**Issue**: An audit of our attorney expenses has revealed an opportunity to make a change in how Milton meets its needs for legal services, and potentially save money doing so.

**Background:** Milton has been faced with extremely complicated land use matters over the past two years. These issues, all stemming from many years back, have demanded higher than usual legal expertise, and this will continue, as these issues are not resolved and new ones are sure to arise.

There have also been sensitive personnel matters, public disclosure requests, utility issues, as well as numerous routine items. All told, it has necessitated an involved attorney presence.

**Discussion:** At the January 11, 2016 Study Session, Council reviewed the attached job description and discussed the alternatives for meeting the city's needs for legal services, noted below. Council gave direction to bring the job description back for approval. This will allow the City the flexibility to meet its needs for legal services through direct hire if the opportunity presents itself.

Following are alternatives for hiring legal services:

- Placing an RFQ (Request for Qualifications) ad results in legal firms submitting their methods and experience for meeting the city's needs. One negative to hiring an attorney employed by a firm is the city pays hourly for the attorney to research and learn his/her trade. A positive is the firm likely has numerous specialized attorneys who can weigh in on issues when asked, at the hourly rate he/she charges.
- Instead of relying on a municipal attorney at a lower hourly rate, look to hire experienced specialty attorneys for each discipline. A specialized land-use attorney, for example, might charge a higher hourly rate, but may be able to provide advice and services in fewer hours. He/she may also be more difficult to find available and take longer to respond, as Milton would not be a regularly contracted customer.
- Hiring an in-house attorney enables the city to budget absolutely for its legal expenses, while ensuring a legal presence at council and management meetings. Finding an attorney with the experience and availability we need may take a considerable amount of time.

POSITION DESCRIPTION

Class Title: **City Attorney**
Department: Executive
Union/FLSA: Exempt

## GENERAL PURPOSE

The City Attorney provides legal counsel and expertise to the City Manager, City Council, departments and commissions; renders legal opinions concerning municipal codes and laws governing municipalities, labor and employment law, construction, purchase and other contracts, inter-local agreements, deeds, leases, permits and other legal documents; and represents the City in judicial and administrative litigation, negotiations and other proceedings.

## SUPERVISION

Works under the general supervision of the Mayor and his/her designee.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

*This section is not intended to be an exhaustive list of all responsibilities, duties and skills. It is intended to be an accurate summary of what the job classification involves and what is required to perform it. Employees are responsible for all other duties as assigned.*

- Plans, directs and supervises the operations of the Legal department including subordinate and contract personnel;
- Attends regular and special council sessions; participates in meetings and conferences with City boards, commissions, committees, administrative officers and staff; provides legal advice as required;
- Advises City administrators and department heads regarding jurisdictional problems, zoning controversies, law enforcement issues, statutory and code compliance, risk management, protection of the public and property, and personnel/labor relations issues as assigned;

- Provides extensive legal advice and assistance to City departments regarding a variety of issues, including procedural, code and law compliance; tax issues; permits, zoning and land use; public utilities; safety and transportation; land acquisition; labor and employment law; business licensing issues and other municipal law issues;
- Performs research and prepares legal opinions concerning permits, bid solicitations, real estate transactions, contracts, ordinances, resolutions and other issues; reviews and prepares ordinances and resolutions for action by the City Council;
- Drafts and reviews letters, ordinances, contracts, resolutions, policies, deeds, bonds, permits and other legal documents involving City operations; assures documents reflect the City's intent and interests, limit the City's liability, and comply with applicable laws, policies and programs;
- Participates, on request, in consultations concerning intergovernmental relations in which the City is concerned;
- Prepares and manages the City Attorney portion of the budget;
- Maintains current knowledge of issues, legislation and regulations in case law and subjects affecting the City and relating to municipal law, including civil service, personnel/labor relations, land use, environmental issues, utilities (water/sewer/storm water), police, risk management, general public safety and fire and emergency medical services;
- Performs comprehensive legal research on issues involving municipal operations assigned by the City Manager;
- Provides professional advisory, litigation and administrative support services to City officials, departments, intergovernmental entities and governing bodies including drafting, responding to and litigating administrative and court cases;
- Tracks legal and policy issues of importance to the City; identifies optional positions on legal matters; reviews legal journals and utilizes networks to establish contacts and sources of information relevant to the City;
- Resolves claims and disputes prior to litigation; negotiates cases to enhance opportunities for settlement in lieu of further litigation; and
- Assists in finding alternative solutions to City legal issues, explaining ramifications and recommending courses of action.
- Supervises contract prosecutor assigned to handle City criminal cases; makes criminal charging decisions based on review of police reports, assessment of try-ability and judicious use of limited resources; works with county prosecutor and other city prosecutors to streamline processes for and enhance utilization of diversion programs, jail alternatives, and victim/witness assistance.

## KNOWLEDGE, SKILLS AND ABILITIES

- Advanced knowledge of federal, state and local laws and regulations relating to municipal affairs, the purchase of goods and services, contracting, labor, employment, land use, environment and traffic control;
- Advanced knowledge of civil and criminal litigation and appellate principles, practices and procedures; legal research, methodology, preparation and review of legal documents and instruments involving significant impact on City operations;
- Advanced knowledge of municipal government structure, operation and jurisdiction; and complex record keeping requirements;
- Advanced knowledge of contract law, administrative law, tort law, environmental law, criminal law, employment law and general municipal law.
- Skill to present departmental issues and recommendations on major issues requiring policy direction to appropriate advisory bodies and to the City Council; skill to deliver effective oral presentations and arguments;
- Skill in budget preparation and control;
- Intermediate skill using computer applications pertaining to the legal field, including word processing, spreadsheets, legal research, expert systems and other applications;
- Skill to negotiate settlements in a variety of circumstances;
- Ability to exercise sound and ethical judgment in the decision-making processes required of the position;
- Ability to prepare and update short and long range strategic plans to ensure the department's contribution to the City's overall plans and strategies;
- Ability to represent the City at various court levels and tribunals in criminal and civil litigation;
- Ability to draft and interpret City ordinances and resolutions;
- Ability to communicate legal issues orally and in writing to a variety of audiences in a clear, comprehensive and professional manner, with tact and diplomacy;
- Ability to establish and maintain a working environment conducive to positive morale, individual style, personal discipline, quality, creativity and teamwork;
- Ability to analyze, evaluate and organize case facts, evidence and precedents and make appropriate recommendations;
- Ability to handle confidential information and material with the highest degree of professional responsibility;
- Ability to supervise the preparation of legal documents and ordinances; meet schedules and timelines;
- Ability to exercise appropriate judgment and initiative in carrying out operations within a general set of rules, regulations, and legal prescriptions; and
- Ability to oversee retained attorneys representing the City.

## MINIMUM QUALIFICATIONS

Graduation from an accredited law school with a Juris Doctor degree and ten or more years of progressively responsible work experience in civil and municipal law, as well as supervisory experience. Admission to practice law in the state of Washington and federal courts and a member in good standing of the Washington State Bar Association is required. A valid Washington State driver's license is required. Experience handling civil and criminal court cases including jury trial experience is required, including oral argument to a jury and to the bench. Experience handling civil and criminal cases before appellate courts is required, including briefing and oral argument. Experience in representing clients through formal mediation and binding arbitration is required.

## WORK CONDITIONS

The employee will be required to sit at a work station for extended periods of time, frequently using a computer and/or the phone. This individual must have the ability to hear and see at a normal level (or with accommodations); verbally communicate in person and by telephone; stand, walk, and drive as needed throughout day; and occasionally lift, carry and put away parcels weighing up to 40 pounds. Due to the nature of the work, the incumbent may be required to deal with irate, disgruntled and sometimes hostile individuals requiring the use of conflict management and coping skills. The city attorney may encounter mentally ill, distraught, or potentially dangerous individuals in the course of his/her duties and must have the demeanor, temperament and ability to handle such encounters. The incumbent is frequently required to perform work in confidence and under pressure for deadlines, and is required to maintain professional composure and tact, patience and courtesy at all times. Position requires mental acuity to ensure thorough mental analysis of situations in a fast-paced environment.

## DISCLAIMER

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.